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1/26/2026

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

1:26-cv-00878

Judge Elaine E. Bucklo

Magistrate Judge Beth W. Jantz

RANDOM CAT 2

REBEKAH BREWIS, *Pro Se*

PLAINTIFF

Case No.

vs.

iMOTORSPORTS, INC.

**DEMAND FOR JURY TRIAL WITH
PENDENT STATE SUPPLEMENTAL
JURISDICTION**

DEFENDANT.

FILED

JH

3/12/2026

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

I. INTRODUCTION

1. Plaintiff Rebekah Brewis brings this action against Defendant iMotorsports, Inc. for violations of the Americans with Disabilities Act, the Illinois Human Rights Act, the Illinois Consumer Fraud and Deceptive Business Practices Act, breach of contract, breach of implied warranty of title, common law fraud, and negligent misrepresentation arising from Defendant's discriminatory treatment of Plaintiff, fraudulent sale of a motorcycle with mismatched VIN documentation, and repeated refusal to accommodate Plaintiff's disability-related communication needs.

II. PARTIES

2. Plaintiff Rebekah Brewis is a neurodivergent individual with ADHD, autism, and CPTSD, with documented verbal communication difficulties who requires written communication

and a sensory-safe environment to reflect privately in advance of social contact as reasonable accommodations for her disabilities, which include severe social anxiety, distractibility, hyperarousal, short attention span with poor short-term memory, emotional vulnerability, and the daily practical need for protection from vulnerability to emotional dysregulation in triggering environments. Plaintiff's disabilities also render her particularly vulnerable to sales pressures and emotional coercion, especially when sellers have foreknowledge of her disability yet provide no acknowledgment of her need for accommodations. Plaintiff is a resident of Cook County, Illinois.

3. Defendant iMotorsports, Inc. is an Illinois corporation operating a motor vehicle dealership at 334 W Grand Ave, Elmhurst, Illinois 60126. Defendant is a place of public accommodation within the meaning of the Americans with Disabilities Act, 42 U.S.C. § 12181(7) (E).

III. JURISDICTION AND VENUE

4. This Court has original jurisdiction over Plaintiff's federal claims pursuant to 28 U.S.C. § 1331 (federal question jurisdiction) and 42 U.S.C. § 12188 (ADA enforcement). This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

5. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Defendant conducts business in this District and a substantial part of the events giving rise to Plaintiff's claims occurred in this District.

IV. FACTUAL ALLEGATIONS

A. Initial Contact and Defendant's Pattern of Preferring Phone Over Written Communication

6. On the evening of October 20, 2025, Plaintiff submitted an online inquiry through Defendant's website at <https://www.imotorsportsinc.com/> requesting information about a 2025 Yamaha MT-07 motorcycle. This inquiry was submitted in writing through Defendant's electronic form.

7. On October 21, 2025, at 11:10 AM, Defendant's employee Eric Waxman responded to Plaintiff's written inquiry by telephone, leaving a voicemail. Two minutes later, at 11:12 AM, Mr. Waxman sent Plaintiff an email. The fact that Defendant called first—despite receiving a written inquiry and being fully capable of responding by email (as demonstrated by the email sent just two minutes later)—establishes Defendant's pattern of preferring phone communication over written communication from the very first interaction. A true and correct copy of the call log showing the October 21, 2025 call is attached hereto as Exhibit W. A true and correct copy of the voicemail transcript is attached hereto as Exhibit X.

8. Between October 21 and October 23, 2025, Plaintiff sent Defendant four emails attempting to conduct business via written communication. On October 23, 2025, Plaintiff's email explicitly disclosed her autism diagnosis and requested email-only communication as a reasonable accommodation for her disability-related verbal communication difficulties. Plaintiff's email stated: "I'm an autistic individual with verbal communication issues, but email works well for me." A true and correct copy of this email is attached hereto as Exhibit A.

9. Defendant never responded directly to any of Plaintiff's four emails, which included specific questions about the motorcycle's out-the-door price without warranty, no financing, and fully paid in cash. On October 24, 2025, out of frustration and fear that the motorcycle she wanted would be sold, Plaintiff made a brief 43-second phone call to Eric Waxman at 10:53 AM to ask if the dealership would be open because she needed to take an Uber from an hour away. Defendant's refusal to engage in email communication forced Plaintiff to appear in person at the dealership despite her documented disability-related need for written communication.

B. The Fraudulent Sale

10. On October 24, 2025, Plaintiff visited Defendant's dealership in Elmhurst, Illinois, and purchased a 2025 Yamaha MT-07 motorcycle. Plaintiff paid \$10,064.13 in full for the vehicle. Defendant initially pressured Plaintiff to make a financing sale with a credit check, but Plaintiff refused, stating she wanted to pay in full and was not interested in credit. Despite Plaintiff's clear disclosure of her autistic disability in her pre-visit emails, Defendant appears to have exploited this knowledge by luring Plaintiff in and subjecting her to sales pressures designed to maximize profit through financing and other add-ons. A true and correct copy of the sales contract and receipts is attached hereto as Exhibit C.

11. Plaintiff's purchase contract specified: 2025 Yamaha MT07SGY, Ice Storm color, VIN: JYARM48E1SA003467, Stock Number: EY25223.

12. During the sale, Defendant's employee Eric Waxman falsely represented to Plaintiff that the MT-07 was "the last one in stock," creating artificial urgency to pressure Plaintiff into immediate purchase.

13. Defendant delivered to Plaintiff a motorcycle with VIN: JYARM48E3SA003499, but provided title documentation showing VIN: JYARM48E1SA003467. The physical motorcycle Plaintiff received did not match the VIN on the title documents Defendant provided. True and correct copies of the title document and mailing envelope are attached hereto as Exhibits D and E. A true and correct photograph of the physical motorcycle's VIN plate showing VIN 3499 is attached hereto as Exhibit F.

14. On the same day as the purchase, Plaintiff posted a five-star Google review praising Defendant's customer service, unaware of the fraud that had been perpetrated against her. Plaintiff felt compelled to be graciously cooperative despite Defendant's failure to accommodate her disability, as Defendant would be servicing her warranty and Plaintiff did not want her motorcycle neglected due to controversy. A true and correct copy of the Google review is attached hereto as Exhibit B.

15. On Saturday, October 25, 2025—just two days after Plaintiff's written accommodation request—Defendant's employee Eric Waxman telephoned Plaintiff to thank her for the Google review, to ask her to correct his name in the review, and to ask how her bike was. This telephone call violated Plaintiff's October 23, 2025 accommodation request for email-only communication. Defendant demonstrated from the very first day after the sale that it would not respect Plaintiff's

disability-related communication needs. The call log showing this October 25, 2025 violation is attached hereto as Exhibit W.

C. Plaintiff's Insurance and Criminal Liability Exposure

16. From October 24, 2025 through December 16, 2025, a period of approximately six weeks, Plaintiff operated the motorcycle for approximately 450 miles.

17. During this entire period, Plaintiff was unknowingly operating a motorcycle with invalid insurance coverage. Plaintiff had obtained insurance from Progressive Insurance for VIN JYARM48E1SA003467 (the VIN on the title documents provided by Defendant), but Plaintiff was actually operating a motorcycle with VIN JYARM48E3SA003499. Plaintiff paid an initial insurance premium of \$368.75 to Progressive Insurance for coverage of VIN JYARM48E1SA003467—a motorcycle she never actually possessed. True and correct copies of Progressive Insurance documents are attached hereto as Exhibits G, H, and I.

18. As a direct result of Defendant's VIN fraud, Plaintiff was exposed to substantial personal liability for six weeks. Had Plaintiff been involved in an accident during this period, Plaintiff's insurance company could have denied coverage due to the VIN mismatch, leaving Plaintiff personally liable for all damages, including potential penalties such as loss of license and increased insurance premiums.

19. Additionally, Plaintiff was unknowingly exposed to criminal liability under 625 ILCS 5/3-707, which makes it a criminal offense to operate an uninsured motor vehicle in Illinois.

Defendant's fraudulent documentation created this criminal exposure without Plaintiff's knowledge or consent.

D. Plaintiff's Sale of the Motorcycle

20. On December 16, 2025, Plaintiff sold the motorcycle (VIN JYARM48E3SA003499) to a third-party buyer in a valid, arms-length transaction. Plaintiff acted in good faith, relying on the documentation provided by Defendant.

21. That sale is complete and cannot be reversed. The buyer is now a good faith purchaser for value with superior rights to the motorcycle.

E. Defendant's Discovery and Continued ADA Violations

22. On Friday, January 9, 2026, at 3:55 PM, Defendant's employee Thomas Palmer telephoned Plaintiff regarding the VIN discrepancy. Mr. Palmer is the finance manager who finalized and authorized Eric Waxman's sale to Plaintiff on October 24, 2025. Mr. Palmer opened the call by stating: "Well I have some good news and I have some bad news. The good news is you're getting a brand new bike! The bad is that you have to bring back in the other one. It'll be 0 miles, and cost you nothing." A true and correct copy of the phone call log with Thomas Palmer is attached hereto as Exhibit Y.

23. This telephone call violated Plaintiff's October 23, 2025 accommodation request for email-only communication due to her autism-related verbal communication difficulties.

24. During the call, Plaintiff informed Mr. Palmer that she had already sold the motorcycle on December 16, 2025, and could not return it. Mr. Palmer suggested that Defendant could give the brand new motorcycle to Plaintiff's buyer instead of to Plaintiff, but only if the buyer returned the motorcycle with the mismatched VIN.

25. Plaintiff declined this offer because: (a) Defendant had materially breached the contract by failing to provide the motorcycle with the contracted VIN in the first place; (b) Defendant owed performance to Plaintiff, not to a third party; (c) Plaintiff is entitled to delivery of the motorcycle she originally contracted for (VIN 3467), plus the cost of the bike she paid for, plus related damages; and (d) the offer did not address Defendant's multiple other legal violations.

26. Plaintiff maintained her accommodation boundary and refused to negotiate by phone, consistent with her documented disability-related communication needs.

F. Buyer's Independent Discovery and Corroboration

27. On Saturday, January 10, 2026—just one day after iMotorsports' phone call from Thomas Palmer—Plaintiff's buyer independently discovered and confirmed the VIN discrepancy. The buyer found that the physical VIN on the motorcycle frame (JYARM48E3SA003499) did not match the VIN on the title documentation (JYARM48E1SA003467).

28. The buyer contacted Plaintiff to report that the buyer could not register the motorcycle with the Illinois Secretary of State because of this VIN mismatch.

29. The buyer's independent discovery further corroborates Defendant's fraud and the title defect that Defendant created.

G. Plaintiff's Written Demand and Defendant's Continued ADA Violations

30. On Friday, January 9, 2026, Plaintiff returned Thomas Palmer's 3:55 PM call at 4:06 PM, leaving a voicemail demanding performance of the contract. At 4:52 PM, Plaintiff sent Defendant a written settlement demand via email and fax, as required by her disability accommodation needs. Plaintiff left a second voicemail at 4:57 PM informing Defendant that the email demand had been sent. True and correct copies of the settlement demands are attached hereto as Exhibits J through N.

31. On Monday, January 12, 2026, Plaintiff sent a more detailed written settlement demand via email and fax, outlining Defendant's legal violations and offering settlement terms.

32. Rather than respond in writing as Plaintiff had repeatedly requested, Defendant's employee "Jason" called Plaintiff at least two additional times, leaving voicemails on January 12, 2026 at 11:50 AM and January 13, 2026 at 10:50 AM. These additional phone calls constitute further violations of Plaintiff's ADA accommodation request and demonstrate Defendant's pattern of refusing to accommodate Plaintiff's disability. True and correct copies of the phone call logs and voicemail screenshots are attached hereto as Exhibits Z, AA, and BB.

33. Plaintiff's January 13, 2026 settlement demand letter explicitly stated: "As clearly stated in my demand letter, all settlement communications must be in writing via email. I disclosed my

autism and verbal communication difficulties in my October 23, 2025 email, in my January 13 demand letter, and via fax. Your continued attempts to communicate by phone constitute ongoing ADA violations."

34. Plaintiff sent additional settlement demands on January 13, 14, and 15, 2026, via email and fax. True and correct copies of the fax confirmations and faxed demands are attached hereto as Exhibits O through W. Defendant never provided a written response to any of Plaintiff's demands.

V. FIRST CLAIM FOR RELIEF

Violation of Americans with Disabilities Act, Title III

(42 U.S.C. § 12182)

35. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

36. Defendant iMotorsports, Inc. operates a motor vehicle dealership that is a "place of public accommodation" within the meaning of 42 U.S.C. § 12181(7)(E).

37. Plaintiff is a qualified individual with a disability within the meaning of the ADA. Plaintiff has autism, ADHD, and CPTSD, which substantially limit major life activities including verbal communication.

38. On October 23, 2025, Plaintiff explicitly disclosed her disability to Defendant and requested email-only communication as a reasonable accommodation.

39. Email communication is a reasonable accommodation that Defendant uses daily in its regular business operations and imposes no undue burden on Defendant.

40. Defendant failed to provide this reasonable accommodation by: (a) responding to Plaintiff's October 20, 2025 written website inquiry by telephone on October 21, 2025, demonstrating a pattern of preferring phone over written communication even before Plaintiff's explicit accommodation request; (b) refusing to respond to Plaintiff's emails prior to the October 24, 2025 sale; (c) calling Plaintiff on October 25, 2025—just two days after Plaintiff's accommodation request—through employee Eric Waxman regarding a Google review; (d) calling Plaintiff on January 9, 2026 through employee Thomas Palmer despite Plaintiff's accommodation request; and (e) calling Plaintiff at least two additional times through employee "Jason" on January 12 and 13, 2026 despite Plaintiff's explicit written demands for email-only communication.

41. Defendant's repeated phone calls demonstrate a pattern and practice of refusing to accommodate Plaintiff's disability-related communication needs, in willful violation of the ADA.

42. As a direct and proximate result of Defendant's ADA violations, Plaintiff has suffered damages including emotional distress, anxiety, and the inability to effectively communicate with Defendant regarding the fraudulent sale.

VI. SECOND CLAIM FOR RELIEF

Violation of Illinois Human Rights Act

(775 ILCS 5/5-102)

43. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

44. The Illinois Human Rights Act prohibits discrimination based on disability in places of public accommodation. 775 ILCS 5/5-102(A).

45. Defendant iMotorsports, Inc. operates a motor vehicle dealership that constitutes a place of public accommodation under Illinois law.

46. Plaintiff is a person with a disability within the meaning of the Illinois Human Rights Act, including autism, ADHD, and CPTSD.

47. Defendant denied Plaintiff the full and equal enjoyment of its goods and services by refusing to provide reasonable accommodations for Plaintiff's disability, specifically by repeatedly refusing to communicate via email despite Plaintiff's documented need for written communication.

48. Defendant's conduct constitutes unlawful discrimination under the Illinois Human Rights Act, entitling Plaintiff to actual damages, attorney's fees, and costs.

VII. THIRD CLAIM FOR RELIEF

Violation of Illinois Consumer Fraud and Deceptive Business Practices Act

(815 ILCS 505/2)

49. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

50. Defendant engaged in unfair and deceptive practices in violation of the Illinois Consumer Fraud Act, including:

a. *False Scarcity*: Defendant's employee Eric Waxman falsely represented that the MT-07 Plaintiff was purchasing was "the last one in stock." This representation was false, as Defendant had at least two MT-07 motorcycles (VIN 3467 and VIN 3499), and Defendant later offered to provide a "brand new" replacement bike, proving additional inventory was available.

b. *Title Fraud*: Defendant delivered a motorcycle with VIN JYARM48E3SA003499 but provided title documentation showing VIN JYARM48E1SA003467. The VIN numbers differ by 32 units, demonstrating this was not a mere clerical error.

51. Plaintiff reasonably relied on Defendant's representations as a licensed motor vehicle dealer and suffered actual damages as a direct result of Defendant's deceptive practices.

52. Defendant's violations were intentional and willful, entitling Plaintiff to treble damages under the Illinois Consumer Fraud Act.

VIII. FOURTH CLAIM FOR RELIEF

Breach of Contract

53. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

54. On October 24, 2025, Plaintiff and Defendant entered into a valid and binding contract for the purchase of a 2025 Yamaha MT-07, VIN JYARM48E1SA003467, for \$10,064.13.

55. Plaintiff fully performed her obligations under the contract by paying the full purchase price of \$10,064.13.

56. Defendant breached the contract by failing to deliver the motorcycle specified in the contract (VIN JYARM48E1SA003467) and instead delivering a different motorcycle (VIN JYARM48E3SA003499) with mismatched title documentation.

57. Plaintiff is entitled to specific performance requiring Defendant to deliver the motorcycle specified in the contract (VIN JYARM48E1SA003467), plus the return of the purchase price of \$10,064.13, plus consequential damages for Defendant's breach.

58. Plaintiff's mitigation of damages by selling the incorrectly-delivered motorcycle (VIN 3499) does not relieve Defendant of its contractual obligation to deliver VIN 3467. Defendant still owes Plaintiff performance under the original contract.

IX. FIFTH CLAIM FOR RELIEF

Breach of Implied Warranty of Title

(810 ILCS 5/2-312)

59. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

60. Under the Illinois Uniform Commercial Code, a seller of goods warrants that the title conveyed shall be good and its transfer rightful. 810 ILCS 5/2-312.

61. Defendant sold Plaintiff a motorcycle with defective title documentation. The title documents showed VIN JYARM48E1SA003467, but the physical motorcycle had VIN JYARM48E3SA003499.

62. As a result of Defendant's breach, Plaintiff was unable to convey good title to her buyer. Plaintiff's buyer cannot register the motorcycle with the Illinois Secretary of State due to the VIN mismatch.

63. Plaintiff now faces potential liability to her buyer for breach of warranty of title under 810 ILCS 5/2-312.

64. As a direct and proximate result of Defendant's breach, Plaintiff has suffered actual damages including liability exposure to her buyer and loss of the benefit of her bargain.

X. SIXTH CLAIM FOR RELIEF

Common Law Fraud

65. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

66. Defendant made false statements of material fact to Plaintiff, including: (a) the false representation that the MT-07 was "the last one in stock"; (b) the implicit representation that the title documentation matched the physical motorcycle; and (c) the implicit representation that Plaintiff could lawfully register and insure the motorcycle using the documentation provided.

67. Defendant knew or should have known these representations were false. Defendant is a licensed motor vehicle dealer with expertise in vehicle documentation and VIN verification.

68. Defendant made these false representations with intent to induce Plaintiff to purchase the motorcycle and accept Defendant's fraudulent documentation.

69. Plaintiff reasonably relied on Defendant's representations as a consumer purchasing from a licensed dealer.

70. As a direct result of Defendant's fraud, Plaintiff suffered actual damages including: (a) payment of \$10,064.13 for a motorcycle she did not receive as contracted; (b) exposure to personal liability and criminal prosecution for operating an uninsured vehicle for six weeks; (c) liability to her buyer for breach of warranty of title; and (d) loss of the bargain she contracted for.

71. Defendant's fraud was intentional, willful, and malicious, entitling Plaintiff to punitive damages.

XI. SEVENTH CLAIM FOR RELIEF

Negligent Misrepresentation

72. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

73. In the alternative to Plaintiff's fraud claim, Defendant negligently made false representations of material fact to Plaintiff.

74. Defendant, as a licensed motor vehicle dealer, had a duty to exercise reasonable care in verifying and providing accurate vehicle documentation.

75. Defendant breached this duty by providing title documentation showing VIN JYARM48E1SA003467 for a motorcycle that actually had VIN JYARM48E3SA003499.

76. Defendant supplied this false information knowing Plaintiff would rely on it for registration, insurance, and eventual resale.

77. Plaintiff justifiably relied on Defendant's representations.

78. As a direct result, Plaintiff suffered actual damages including six weeks of uninsured operation, liability exposure to her buyer, and loss of the benefit of her bargain.

XII. DAMAGES

79. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered the following damages:

- a. Purchase price paid: \$10,064.13;
- b. Insurance premium loss: Plaintiff paid \$368.75 to Progressive Insurance for VIN JYARM48E1SA003467. Upon cancellation, Plaintiff received only \$79.65, resulting in a net loss of \$289.10;
- c. Consequential damages for insurance fraud exposure (six weeks of uninsured operation, 450 miles driven);
- d. Consequential damages for criminal liability exposure under 625 ILCS 5/3-707;
- e. Liability to Plaintiff's buyer for breach of warranty of title;
- f. Statutory damages under the Americans with Disabilities Act;
- g. Actual damages under the Illinois Human Rights Act;

- h. Treble damages under the Illinois Consumer Fraud Act;
- i. Damages for breach of implied warranty of title;
- j. Punitive damages for intentional fraud and willful ADA violations;
- k. Emotional distress damages; and
- l. Attorney's fees and costs of suit.

XIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Rebekah Brewis respectfully requests judgment against Defendant iMotorsports, Inc. as follows:

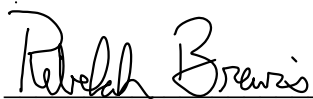
- A. Specific performance requiring Defendant to deliver the 2025 Yamaha MT-07, VIN JYARM48E1SA003467;
- B. Return of Plaintiff's purchase price of \$10,064.13;
- C. An order requiring Defendant to provide correct title for VIN JYARM48E3SA003499 to cure the title defect;
- D. Statutory damages under the Americans with Disabilities Act;

- E. Actual damages under the Illinois Human Rights Act;
- F. Treble damages under the Illinois Consumer Fraud Act (815 ILCS 505/10a);
- G. Damages for breach of implied warranty of title under 810 ILCS 5/2-312;
- H. Compensatory damages for Plaintiff's insurance and criminal liability exposure;
- I. Consequential damages for Plaintiff's liability to her buyer;
- J. Punitive damages for Defendant's intentional fraud and willful ADA violations;
- K. Attorney's fees and costs pursuant to 42 U.S.C. § 12188, 775 ILCS 5/10-102, and 815 ILCS 505/10a;
- L. Prejudgment and post-judgment interest as allowed by law; and
- M. Such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

A handwritten signature in black ink that reads "Rebekah Brewis". The signature is written in a cursive style with a horizontal line underneath it.

Rebekah Brewis, *Pro Se* Plaintiff
680 N Lake Shore Drive, Suite 110-1901
Chicago, Illinois 60611
Telephone: (872) 222-7490
Email: owner@aeroswift.org

Dated: January 26, 2026

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Rebekah Brewis, *Pro Se*

Case No.

PLAINTIFF

**DEMAND FOR JURY TRIAL WITH
PENDENT STATE SUPPLEMENTAL
JURISDICTION**

vs.

iMOTORSPORTS, INC.

DEFENDANT.

EXHIBIT INDEX

Plaintiff Rebekah Brewis respectfully submits the following exhibits in support of her

Complaint:

| Exhibit | Description | Date |
|----------------|---|-------------|
| A | ADA Accommodation Request Email | 10/23/25 |
| B | Plaintiff's Google Review (Day of Purchase) | 10/24/25 |
| C | Sales Contract, Receipts & Line Items | 10/24/25 |
| D | Illinois Certificate of Title (VIN 3467 — Wrong VIN) | 11/21/25 |
| E | Title Mailing Envelope from IL Secretary of State | — |
| F | Motorcycle VIN Plate (VIN 3499 — Actual Bike Delivered) | — |
| G | Progressive Insurance Cover Letter | — |
| H | Progressive Insurance Declarations Page | — |
| I | Progressive Online Billing Statement | — |
| J | Settlement Demand #1 (Email) | 01/09/26 |
| K | Settlement Demand #2 (Email) | 01/12/26 |
| L | Settlement Demand #3 (Email) | 01/13/26 |
| M | Settlement Demand #4 (Email) | 01/14/26 |
| N | Settlement Demand #5 (Email) | 01/15/26 |
| O | Fax Transmission Confirmation (Demand #2) | 01/12/26 |

| | | |
|-----------|---|-------------|
| P | Fax Transmission Confirmation (Demand #3) | 01/13/26 |
| Q | Fax Transmission Confirmation (Demand #4) | 01/14/26 |
| R | Fax Transmission Confirmation (Demand #5) | 01/15/26 |
| S | Faxed Settlement Demand #2 | 01/12/26 |
| T | Faxed Settlement Demand #3 | 01/13/26 |
| U | Faxed Settlement Demand #4 | 01/14/26 |
| V | Faxed Settlement Demand #5 | 01/15/26 |
| W | Eric Waxman Call Log (Oct 21, 24, 25 — Initial Contact & ADA Violation) | 10/21-25/25 |
| X | Eric Waxman Voicemail Transcript (October 21, 2025) | 10/21/25 |
| Y | Thomas Palmer Call Log (January 9, 2026 — ADA Violation) | 01/09/26 |
| Z | Jason Call Log (January 12-13, 2026 — ADA Violations) | 01/12-13/26 |
| AA | Jason Voicemail Transcript (January 12, 2026) | 01/12/26 |
| BB | Jason Voicemail Transcript (January 13, 2026) | 01/13/26 |

I hereby certify that true and correct copies of the above-listed exhibits are attached hereto.

Dated: January 26, 2026

Respectfully submitted,



REBEKAH BREWIS

Plaintiff, Pro Se

680 N. Lake Shore Drive, Suite 110-1901

Chicago, Illinois 60611

Email: owner@aeroswift.org

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT A

ADA Accommodation Request Email

Date: 10/23/25

Re: iMotorsports is committed to getting you a new Yamaha dirt bike

From rebekahbrewis <rebekahbrewis@pm.me>

To Eric Waxman <eric@sales.imotorsportsinc.com>

CC Legal Department, Aero Swift LLC <generalcounsel@aeroswift.org>

Date Thursday, October 23rd, 2025 at 11:57 AM

What would be the out of door price for the xt250 2025 Yamaha? Including shipping to Chicago? I prefer to use email until I get the fixed price, and I wouldn't want any YES extended warranties etc. This is my fourth email attempting to contact you. I'm an autistic individual with verbal communication issues, but email works well for me. I have already purchased the 2024 Xt250 as well as the 2024 MT-07 with other regional companies, this is not my first buying experience.

Thanks,

Rebekah Brewis

Sent from [Proton Mail](#) for Android.

----- Original Message -----

On Thursday, 10/23/25 at 10:18 Eric Waxman <eric@sales.imotorsportsinc.com> wrote:



Personal Sales Ambassador: Eric Waxman
Direct Phone Number: (630) 634-8421

Rebekah,
Thank you for reaching out to iMotorsports about purchasing a Yamaha dirt bike! We're excited to help you find the perfect bike to explore the outdoors.

We are a high-volume Yamaha dealer with a reputation for getting deals done that other dealerships can't. Whether you're looking for a trailbike, motorcross or cross country motorcycle, we have great options available. If we don't currently have the exact bike you're looking for, we will do everything possible to locate one and bring it to our store.

Here's what you can expect when buying from iMotorsports:

- ? Competitive pricing with all available factory rebates & incentives applied
- ? Hassle-free financing options to fit your budget
- ? Expert service & parts departments to keep your Yamaha running strong

I'd be happy to answer any questions, discuss pricing, or schedule a time for you to check out our inventory. You can reach me directly at (331) 259-8435 or reply to this email.

Looking forward to helping you get on the road with your new Yamaha!



Firefox

https://mail.proton.me/u/0/sent/oPp-DOPiBuw81Ee7DM8TStrj_gddfP4...

iMotorsports
334 Grand Avenue Elmhurst, IL 60126
331-296-1224

You are receiving this email because you inquired about or purchased a vehicle from iMotorsports recently or in the past. If you prefer not to receive further emails from us, [click here to unsubscribe](#). Alternatively, you can send a written request to the address below. We'll remove you from our list as quickly as possible.

This email was sent to rebekahbrewis@pm.me on October 23, 2025.

To contact us please visit <http://www.imotorsportsinc.com/> or call (630) 529-5200.

This email was delivered to you by:

iMotorsports
334 W Grand Ave
Elmhurst, IL 60126

704 bytes 1 file attached

publickey - rebekahbrewis@pm.me - 0xD95EF15E.asc 704 bytes

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT B

Plaintiff's Google Review (Day of Purchase)

Date: 10/24/25

Review



Ketso Ko

Local Guide · 85 reviews

★★★★★ 2 months ago

Local guide here. I just paid in full for my 2025 Yamaha MT-07, which I love. I drove it right off the lot to downtown Chicago for 15 miles to break it in. This is my third motorcycle, after having the 2024 Yamaha XT-250 and 2024 Yamaha MT-07. Though I loved 2024's raven black, 2025s MT-07's ice storm is next level! Great experience in the door. They said I made the quickest motorcycle sale in their history (I already knew from extensive research and experience what I wanted and I also paid in full so I didn't have to deal with financing). My MT-07 was on sale for 6999 and I got it out the door for 9200 after title registration and other necessary fees. That's about 1K savings from my last one at DuPage Yamaha. This place has a very large inventory the largest I've seen and my customer service specialist Eric was top notch awesome - he shared multiple motorcycle stories and factoids about models that were entertaining while waiting and interacting. Thanks guys! Very happy lady here though I know I'm not smiling but I didn't want to look goofy from being so happy with my new bike 🤗👍😄😎



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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT C

Sales Contract, Receipts & Line Items

Date: 10/24/25



10-24-26
334 Grand Avenue
Elmhurst, IL 60126 630-529-5200

Buyer Information

| | |
|--------------------------------------|---------------------------|
| Buyer/Co-buyer REBEKAH BREWIS | Date 10/24/2025 |
| Street 680 N LAKE SHORE DR SUITE 110 | Email REBEKAHBREWIS@PM.ME |
| City/State/Zip CHICAGO, IL 60611 | DOB |
| Driver's License | Phone 872-222-7490 |

Vehicle

Trade-In

| Make | Year | Make | Year |
|-----------------------------|--------------------|--|---------|
| YAMAHA | 2025 | | |
| Model MT07SGY | Stock# EY25223 | Model | Stock# |
| Color ICE STORM | Mileage 3 | Color | Mileage |
| VIN JYARM48E1SA003467 | | VIN | |
| Vehicle Price | \$7,499.00 | Trade-In Allowance | \$0.00 |
| Freight & Setup | \$949.00 | Less Financing Payoff | \$0.00 |
| Doc Fee | \$367.00 | Net Trade-In Allowance | \$0.00 |
| Optional ERT Fee | \$35.00 | | |
| Options | \$0.00 | | |
| Theft | \$0.00 | | |
| Appearance Protection | \$0.00 | | |
| Minus Trade-In Allowance | \$0.00 | | |
| Total Taxable Amount | \$8,850.00 | ALL SALES FINAL - No returns, refunds or cancellations on vehicles purchased. The front of this Order comprises the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. Buyer verifies that they are of legal age and hereby acknowledges receipt of this Order. By signing this form below, Buyer is entering into a legal, binding contract and they are agreeing to the Seller's Bill of Sale terms as stated on this page. | |
| Sales Tax | \$730.13 | | |
| License/Title/Registration | \$206.00 | | |
| VSI Fee / Debit Fee | \$278.00 | | |
| Layaway Fee | \$0.00 | | |
| Delivery | \$0.00 | | |
| Prepaid Maintenance | \$0.00 | | |
| GAP | \$0.00 | | |
| Lifetime Battery | \$0.00 | | |
| Tire & Wheel Protection | \$0.00 | | |
| Service Contract | \$0.00 | | |
| Plus Payoff Trade | \$0.00 | | |
| Total | \$10,064.13 | | |
| Rebate | \$500.00 | | |
| Down Payment | \$9,564.13 | | |
| Balance | \$0.00 | | |

Rebekah Brewis
Buyer Signature

10/24/2025
Date

Co-Buyer Signature

Date

iMotorsports, Inc.

10/24/2025
Date

iMotorsports, Inc.

Guest Name: Rebekah Brewis
 Sale #: 4019026
 Motorcycle: 2025 YAMAHA MTN690
 Stock #: EY25223
 Bus. Manager: Thomas Palmer
 Sales Person: Eric Waxman

Best Price incl. Adds: \$10,564.13
 Products incl. Taxes: \$0.00
 Cash Down incl. Rebates: \$10,564.13
 Taxes/Fees: \$0.00
 Balance: \$0.00

Date: 10/24/2025

| Purchased | Not Purchased |
|-----------|---|
| | Service Contract 48 MO \$975.00 Comprehensive 48 months \$0 Per Visit Deductible <input checked="" type="checkbox"/> Declined <input type="checkbox"/> Ineligible <input type="checkbox"/> Financial |
| | 6x36 Oil Change \$699.00 36 months/36,000 miles <input checked="" type="checkbox"/> Declined <input type="checkbox"/> Ineligible <input type="checkbox"/> Financial |
| | Find it Now, GPS Antitheft device \$699.00 <input checked="" type="checkbox"/> Declined <input type="checkbox"/> Ineligible <input type="checkbox"/> Financial |
| | Wheel and Tire Protection \$399.00 60 months <input type="checkbox"/> Declined <input type="checkbox"/> Ineligible <input type="checkbox"/> Financial |
| | Lifetime Battery Replacement \$199.00 <input checked="" type="checkbox"/> Declined <input type="checkbox"/> Ineligible <input type="checkbox"/> Financial |

I have been given the opportunity to purchase the products disclosed above. I have chosen to purchase/not purchase the products as indicated above.

X Rebekah Brewis X _____



| Sales Deal Deposit Receipt | |
|----------------------------|---------------|
| Deal Number | 4019026 |
| Cashier | Thomas Palmer |
| Date | 10/24/2025 |
| Invoice Number | 15417295 |

Deal For:
REBEKAH BREWIS
680 N LAKE SHORE DR SUITE 110
CHICAGO, IL 60611
872-222-7490

Units for this Deal

| Year | Make | Model | VIN/Serial No. | Plate | Key Board | Odom/Hrs |
|------|--------|---------|-------------------|-------|-----------|----------|
| 2025 | YAMAHA | MT07SGY | JYARM48E1SA003467 | | | 3.00 |

Visa/MC: \$9,564.13

Description
Notes

10/24/2025 2:24 PM

X Rebekah Brewis



Pursuant to the Illinois Vehicle Code (625 ILCS 5/3-411), Illinois drivers must keep the above identification card in the vehicle when driving.

Vehicles must clearly display the decal below on the upper right-hand corner of the rear license plate.



Decal Instructions:

1. Clean your rear license plate, removing all dirt and grime
2. Wipe it dry
3. Please take care of the old one



Reg Cert ID 265494100



REBEKAH BREWIS

680 N LAKE SHORE DR STE 110
CHICAGO, IL 60611-3496





Illinois Department of Revenue

ST-556 Sales Tax Transaction Return

(R-01/15)

(For Sales of Vehicles, Watercraft, Aircraft, Trailers, and Mobile Homes - Do not use for leases.)

Do not write above this line.

| | | | | | | |
|----|----|----|----|----|--|--|
| NS | CA | ED | RC | TL | | |
|----|----|----|----|----|--|--|

Tax return no.: 264592775
 Account ID: 3997-5800
 Taxable location no.: 022-0009-0-001
 Taxable location name: ELMHURST
 Dealer's license no.: DL3055
 Rev: 05
 Form: 016

IMOTORSPTS INC
 334 W GRAND AVE
 ELMHURST, IL 60126
 (847) 276-5690

Electronic filing is FREE when you use
 MyTax Illinois at tax.illinois.gov

1 Enter the purchaser's name and address

Name(s) BREWIS, REBEKAH
 Street 680 N LAKE SHORE DR STE 110 City CHICAGO State IL ZIP 60611-3496

2 Describe the item sold

A Vehicle B Watercraft C Aircraft
 D Trailer E Mobile Home F _____

New Used

Identification no. JYARM48E1SA003467

Year 2025 Make YAMAHA

Body style and model SPORT/MTN690

6 Enter the price, and figure the tax (Round to nearest dollar)

You must complete Lines 1 and 2 even if no tax is due.

- 1 Total price (include accessories, federal excise taxes, freight and labor, dealer preparation, documentary fees, and dealer-reimbursed rebates or incentives). 8,850.00
- 2 Total trade-in credit or value. 0.00
- 3 Amount subject to tax [Line 1 - Line 2] 8,850.00
- 4 Tax [Line 3 X 0.0825] (If you made this sale from a temporary sales location, see the instructions.) 730.00
 Line 3 X 0.0825 IF CHICAGO PURCHASER
- 5 Use tax for certain districts - (see instructions)
Do not report home rule use tax below.
 - a. County _____
 - b. City _____
 - c. Township _____ 0.00
- 6 Total tax [Line 4 + Line 5] 730.00

3 Enter the date of delivery 1 0 / 2 4 / 2 0 2 5

(This return is due no later than 20 days after the date of delivery.)

4 Describe the trade-in, if any

Item traded in _____
 Identification no. _____
 Year _____ Make _____
 Body style and model _____

5 Exempt or sale to a nonresident

- If so, check the correct box below, and see instructions for Section 6.
- A Nonresident purchaser **NOT** an out-of-state dealer) See instructions.
 Drive-away permit no./Lic. plate no. _____ State _____
 - B Sold for resale to a **DEALER**
 (Write either the Illinois dealer's Account ID or "Out-of-state dealer")
 - C Exempt organization (government, school, religious, or charitable)
 Tax-exempt no. E- _____
 - D Sold to an interstate carrier for hire for use as rolling stock
 Certificate of authority no. _____
 - E Sold for rental use
 Purchaser's account ID no. _____
 - F Other (describe) _____

ATTACH PAYMENT HERE ▲

Under penalties of perjury, we state that we have examined this return, including any schedules and statements, and to the best of our knowledge, it is true, correct, and complete. If the seller has taken a qualified trade-in, we also state that the purchaser has properly assigned and surrendered the title of the trade-in to the seller. The seller also acknowledges that any available retailer's allowance shall be calculated by the Department after this return is filed and refunded to the seller.

Signature of purchaser(s) [Signature] Date 10/24/2025
 Signature of seller [Signature] Date 10/24/2025

This form is authorized as outlined by the Illinois tax laws and the Illinois Vehicle Code. Disclosure of this information is required. Failure to provide information may result in this form not being processed and may result in a penalty.

Date received by Illinois state government

Copy 2 - Seller's

| | | | | | | | | | | |
|-----------|--|---|---|---|--------------------------------------|------|---|---------------------------|--------------|-----------------|
| CHECK ONE | <input checked="" type="checkbox"/> TITLE & PLATES (1) | <input type="checkbox"/> STICKER ONLY (3) | <input type="checkbox"/> TRANSFER OF PLATES ONLY (5) | SPECIFY | 2. CURRENT IL PLATE NO. MCYGJ2807 | YEAR | 3. PLATE TYPE REQUESTED MOTORCYCLE OVFR 149C.C. | 4. EXPIRATION MONTH 10 | YEAR 2026 | OFFICE USE ONLY |
| | <input type="checkbox"/> PLATES ONLY (3) | <input type="checkbox"/> TITLE & TRANSFER OF PLATES (8) | <input type="checkbox"/> CORRECTED IDENTIFICATION CARD ONLY (3) | <input type="checkbox"/> DUPLICATE IDENTIFICATION CARD ONLY (3) | | | | | | |

| | | | |
|--|---|---|--|
| 5. OWNER'S IL DRIVER'S LICENSE NO. | 6. DATE OF BIRTH | 7. SEX <input type="checkbox"/> M <input type="checkbox"/> F | 8. OWNER(S) NAME FIRST MIDDLE LAST (1) REBEKAH BREWIS |
| CO-OWNER'S IL DRIVER'S LICENSE NO. | DATE OF BIRTH | SEX <input type="checkbox"/> M <input type="checkbox"/> F | (2) |
| 9. COUNTY COOK | 10. RESIDENCE/BUSINESS ADDRESS 680 N LAKE SHORE DR STE 110 | | |
| COUNTY CODE (see next page for list of codes) 103 | CITY CHICAGO, IL 60611-3496 | | |

| | | | |
|---|---|---|---|
| 11. CURRENT ODOMETER READING (No letters) 3 | 12. VEHICLE IDENTIFICATION NUMBER JYARM48E1SA003467 | 13. YEAR 2025 |  9104599571 |
| ODOMETER READING STATED IS: (Check one box) <input checked="" type="checkbox"/> ACTUAL MILEAGE <input type="checkbox"/> NOT ACTUAL MILEAGE <input type="checkbox"/> IN EXCESS OF MECHANICAL LIMITS | 14. MAKE OF VEHICLE YAMAHA | 15. MODEL MTN690 | |
| GVWR OVER 16,000 LBS <input type="checkbox"/> YES <input type="checkbox"/> NO | 17. PURCHASE DATE 10 / 24 / 25 NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> | 18. REBUILT VEHICLE <input type="checkbox"/> FLOOD <input type="checkbox"/> REBUILT | 19. MOTORCYCLE NO. C.C. 690 |
| 23. SURRENDER TITLE NUMBER AND STATE OF ISSUANCE | 20. VEHICLE COLOR UPPER: WHITE LOWER: BLUE | 21. RENTAL VEHICLE <input type="checkbox"/> YES <input type="checkbox"/> NO | 22. FILE NUMBER (if applicable) |
| 24. For RV, RT, Truck Trailer & Bus Only | NO AXLES | GROSS WEIGHT | TYPE OF FUEL GAL <input type="checkbox"/> DIESEL <input type="checkbox"/> OTHER <input type="checkbox"/> |
| | | VEHICLE OPERATED INTRA STATE <input type="checkbox"/> INTER STATE <input type="checkbox"/> | FOR HIRE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |

| | |
|--|---|
| 25. TITLE MAILING INSTRUCTIONS (if different from above and no lienholder) | 26. PLATES/STICKER MAILING INSTRUCTIONS (if different from above) |
| NAME | NAME |
| STREET | STREET |
| CITY STATE ZIP | CITY STATE ZIP |

| | |
|---------------------------------------|--|
| 27. FIRST LIENHOLDER NAME AND ADDRESS | 28. SECOND LIENHOLDER NAME AND ADDRESS |
| NAME | NAME |
| STREET | STREET |
| CITY STATE ZIP | CITY STATE ZIP |

| | | |
|-----------------------------------|--|---------------------|
| 29. VEHICLE IDENTIFICATION NUMBER | 30. YEAR | 31. MAKE OF VEHICLE |
| PREVIOUS VEHICLE INFORMATION | DATE OF DISPOSITION | OFFICE USE ONLY |
| 32. GROSS WEIGHT/NO. C.C. | DISPOSITION <input type="checkbox"/> SOLD <input type="checkbox"/> SALVAGED <input type="checkbox"/> STOLEN <input type="checkbox"/> JUNKED <input type="checkbox"/> STORED | |

| | |
|--|--|
| 34. FROM WHOM DID YOU BUY? NAME: MOTORSPORTS INC ADDRESS: 334 W GRAND AVE ELMHURST, IL 60126 | 35. IF PURCHASED FROM DEALER, DEALER MUST SIGN AND GIVE DEALER NUMBER DEALER NUMBER: DL3055 OFFICE CLASS CODE: |
| 36. ARE YOUR PLATES NOW SUSPENDED OR REVOKED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | 37. USUAL FEES 206.00 |

I/we hereby affirm the information provided is true and correct and, when applicable, will abide by the Mandatory Insurance Law requiring liability insurance throughout the registration period. If applying for title for a motor vehicle over (9) years old or newer, I/we also acknowledge awareness of the odometer certification made by the seller.

38. SIGN HERE X (1) Rebekah Brewis
X (2)

YOUR SIGNATURE ON THE APPLICATION AUTHORIZES THE SECRETARY OF STATE TO LOWER THE AMOUNT OF YOUR CHECK IF FEES SUBMITTED IS GREATER THAN THE REQUIRED FEE FOR MAIL IN TRANSACTIONS.

| | |
|---|----------------------------|
| 40. T.R.P. NUMBER | |
| AUDITORS USE ONLY \$ | TAX ID NUMBER 264592775 |
| 1ST 2ND 3RD 4TH | |
| REMITTER AGENCY/DRIVERS FACILITY STAMP NAME HERE ONLY | |
| PRT #3324603 1/64 5443M VSD 190-ERT | |



Secretary of State
Odometer Disclosure Statement for Title Transfers

This space for use by
Secretary of State

Secretary of State
Vehicle Services Department
501 S. Second St., Rm. 014
Springfield, IL 62756

www.cyberdriveillinois.com

Federal and state laws require that you state the mileage
in a transfer of ownership. Failure to complete or
providing a false statement may result in fines and/or
imprisonment.

I, iMotorsports Inc., Seller's name (type or print), certify to the best of my knowledge that the odometer

reading now reads 3 (no tenths) miles and reflects the actual mileage of the vehicle described below, unless one of the following statements is checked:

- The mileage stated is in excess of its mechanical limits.
- The odometer reading is not the actual mileage. **Warning odometer discrepancy.**

Year 2025 Make YAMAHA Body Type _____ Model MT07SGY

Vehicle Identification Number JYARM48E1SA003467

Seller's Signature [Signature]

Seller's Printed Name iMotorsports Inc.

Seller's Address 334 W. Grand Ave. Street
Elmhurst, IL 60126 City, State, ZIP

Seller's Certification Date 10/24/2025

To be completed by the buyer

Buyer's Signature [Signature]

Buyer's Printed Name REBEKAH BREWIS

Buyer's Address 680 N LAKE SHORE DR SUITE 110 Street
CHICAGO, IL 60611 City, State, ZIP

Buyer's Acknowledgement Date 10/24/2025

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT D

Illinois Certificate of Title (VIN 3467 — Wrong VIN)

Date: 11/21/25

STAT

CERTIFICATE

VEHICLE IDENTIFICATION NO.
JYARM48E1SA003467

YEAR
2025

MAKE
YAMAHA

JYARM48E1SA003467

DATE ISSUED
11/21/2025

DATE PRINTED
11/21/2025

ODOMETER
3
3

CCM
690

MAILING ADDRESS

REBEKAH BREWIS
680 N LAKE SHORE DR STE 110
CHICAGO IL 60611-3496

NAME AND ADDRESS

BREWIS
LAKE SHORE DR STE 110
IL 60611-3496

LIENHOLDER NAME AND

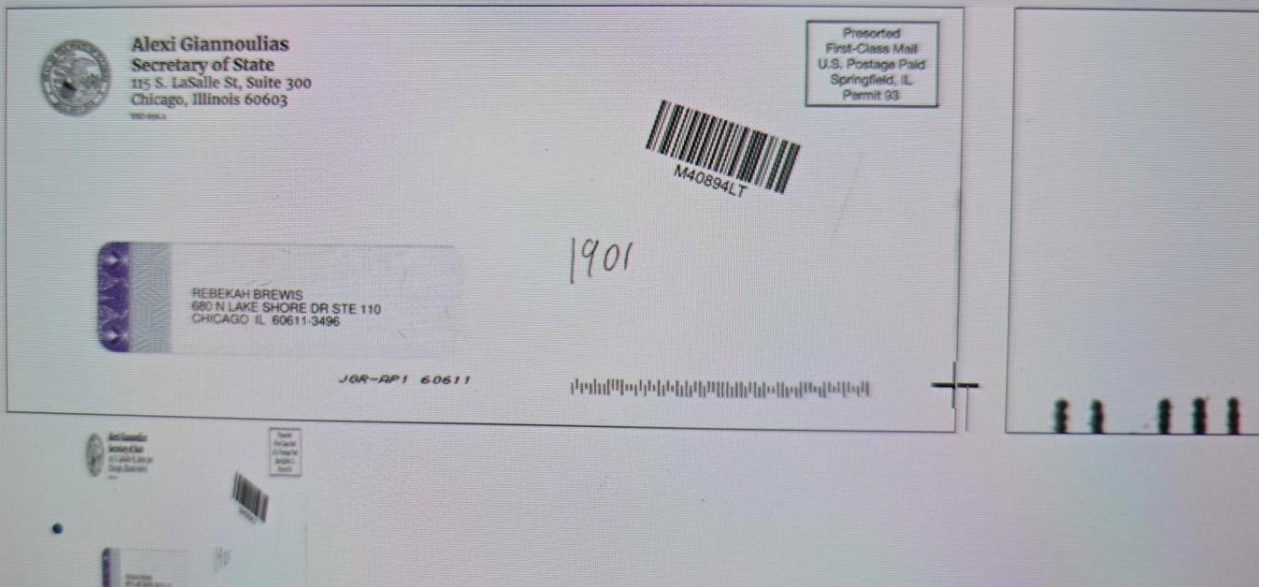
**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT E

Title Mailing Envelope from IL Secretary of State

View Images

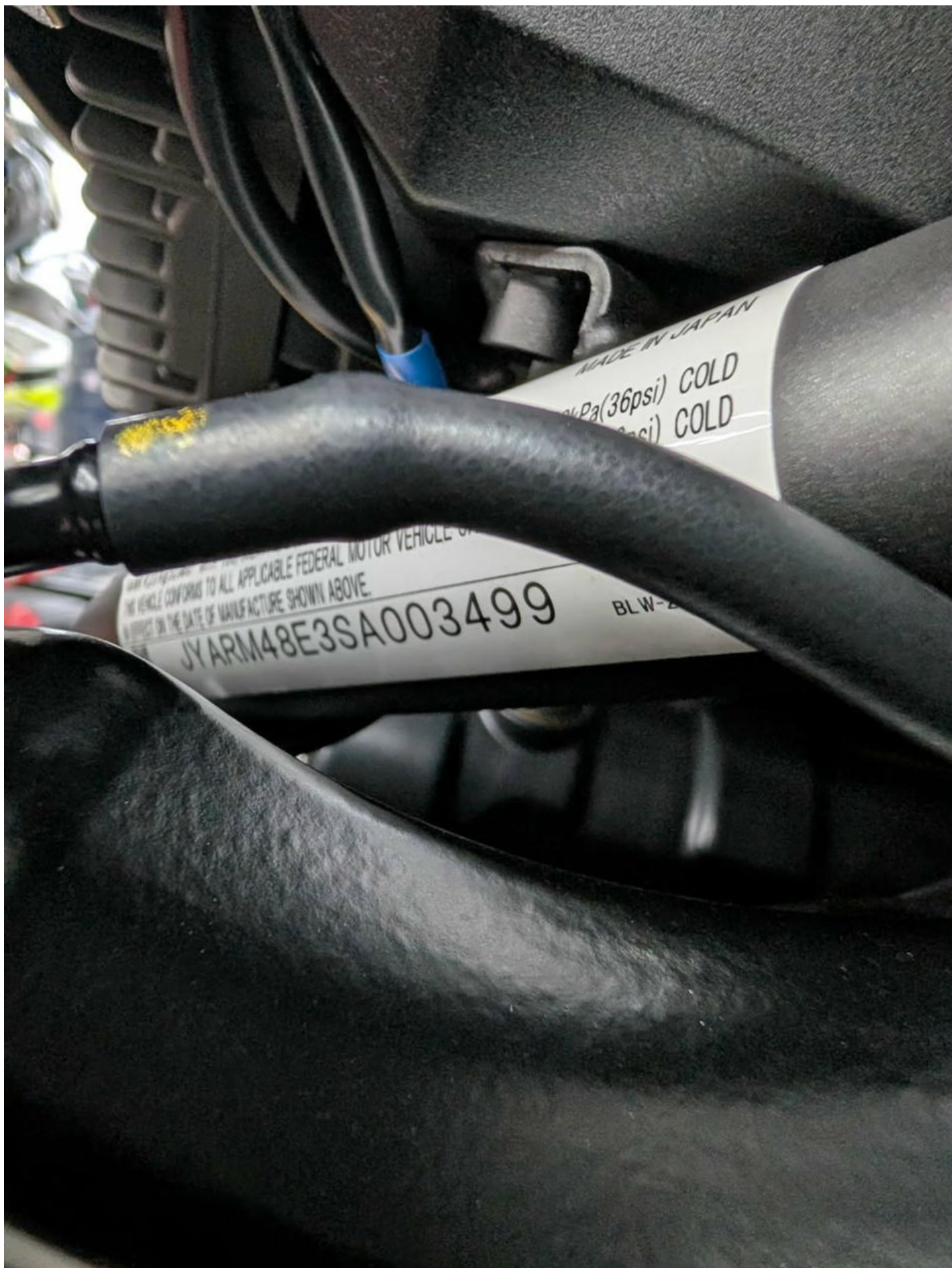


**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT F

Motorcycle VIN Plate (VIN 3499 — Actual Bike Delivered)



**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT G

Progressive Insurance Cover Letter

PROGRESSIVE
P.O. BOX 31260
TAMPA, FL 33631



REBEKAH BREWIS
680 N LAKE SHORE DR
SUITE 110 PMB1901
CHICAGO, IL 60611

Policy number: 864867655

Underwritten by:
Progressive Universal Insurance Co
October 27, 2025
Policy Period: Oct 24, 2025 - Oct 24, 2026

New Policy Information

Your coverage began on October 24, 2025

Thank you for choosing Progressive for your insurance needs. We are very pleased to have you as a customer and look forward to serving you.

Access your policy online, anytime

Don't forget that you can always log in to your policy online to make changes, pay your bill, check the status of a claim, or access policy documents anytime. Just visit us at [progressive.com](https://www.progressive.com).

1-800-776-4737

If you need to make a change to your policy after reviewing your insurance coverage summary, or to request additional ID cards, you may call Customer Service 24 hours a day, 7 days a week. Claims representatives are also available 24/7 to assist you - even on weekends and holidays.

What you should expect from an insurance company

When you need help, we will respond quickly and provide a clear explanation of your coverage, rates and repair options. We respect your privacy and explain how we protect your personal information in the enclosed Privacy Policy. We appreciate your trust.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT H

Progressive Insurance Declarations Page

PROGRESSIVE
P.O. BOX 31260
TAMPA, FL 33631



REBEKAH BREWIS
680 N LAKE SHORE DR
SUITE 110 PMB1901
CHICAGO, IL 60611

Policy number: 864867655

Underwritten by:
Progressive Universal Insurance Co
October 26, 2025
Policy Period: Oct 24, 2025 - Oct 24, 2026
Page 1 of 2

progressive.com

Online Service

Make payments, check billing activity, update policy information or check status of a claim.

1-800-PROGRESSIVE (1-800-776-4737)

For customer service and claims service,
24 hours a day, 7 days a week.
P.O. Box 31260
Tampa, FL 33631

Motorcycle Insurance Coverage Summary

This is your Declarations Page

Your policy information has changed

Your coverage began on October 24, 2025 at the later of 12:01 a.m. or the effective time shown on your application. This policy period ends on October 24, 2026 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle. The policy contract is form 5980 IL (06/17). The contract is modified by form A389 IL (07/24).

Progressive Universal Insurance Co is a stock company (NYSE:PGR).
PO Box 6949 Cleveland, OH 44101

Policy changes effective October 26, 2025

| | |
|-----------------------|---|
| Changes requested on: | Oct 26, 2025 04:33 p.m. |
| Requested by: | Rebekah Brewis |
| Premium change: | \$0.00 |
| Changes: | The address for your 2025 YAMAHA MT-07 has changed. |

The changes take effect as of the date and time requested shown above.

Drivers and household residents

| | Additional information |
|----------------|------------------------|
| Rebekah Brewis | Named insured |

Outline of coverage

| General policy coverage | Limits | Deductible | Premium |
|---|---|------------|--------------|
| Uninsured/Underinsured Motorist Bodily Injury | \$25,000 each person/\$50,000 each accident | | \$680 |
| Total general policy coverage | | | \$680 |

Policy number: 864867655
 Rebekah Brewis
 Page 2 of 2

2025 YAMAHA MT-07 Engine displacement: 689 cc's
 VIN JYARM48E1SA003467

| | Limits | Deductible | Premium |
|--------------------------------------|---|------------|----------------|
| Liability To Others | | | \$781 |
| Bodily Injury Liability | \$25,000 each person/\$50,000 each accident | | |
| Property Damage Liability | \$20,000 each accident | | |
| Roadside Assistance | | | 14 |
| with Trip Interruption | \$500 each occurrence | | |
| Total premium for 2025 YAMAHA | | | \$795 |
| Total 12 month policy premium | | | \$1,475 |

Premium discounts

| | |
|----------------------|---|
| Policy | |
| 864867655 | Claim Free Discount, Electronic Funds Transfer (EFT) and Prompt Payment |
| Driver | |
| Rebekah Brewis | Motorcycle Endorsement and Safety Course |
| Vehicle | |
| 2025 YAMAHA MT-07 | Anti-Lock Brakes |

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT I

Progressive Online Billing Statement

Motorcycle/ATV 864867655

[Print](#)**Billing Activity**

| DateActivity | Amount |
|-----------------------------------|---------------|
| 12/02/25 Final cancel | \$0.00 |
| 12/02/25 Refund - bank account | \$79.65 |
| 12/02/25 Write off - fee | -\$1.00 |
| 12/02/25 Cancel compute | n/a |
| 11/23/25 Payment schedule sent | n/a |
| 11/23/25 Bill due date change | n/a |
| 10/24/25 Payment schedule sent | n/a |
| 10/24/25 Payment - card | -\$368.75 |

[Close](#)

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT J

Settlement Demand #1 (Email)

Date: 01/09/26

2025 Yamaha MT-07 Purchase - Contract Performance Required

From rebekahbrewis <rebekahbrewis@pm.me>
To Eric Waxman <eric@sales.imotorsportsinc.com>, thomas@sales.imotorsportsinc.com,
thomas@imotorsportsinc.com
CC Legal Department, Aero Swift LLC <generalcounsel@aeroswift.org>,
rebekahbrewis <rebekahbrewis@pm.me>
Date Friday, January 9th, 2026 at 4:52 PM

Dear iMotorsports Team and Thomas Palmer,

I am writing to confirm our phone conversation today regarding my motorcycle purchase from your dealership.

PURCHASE DETAILS: On October 24, 2025, I purchased and paid in full for the following motorcycle from iMotorsports:

Year/Make/Model: 2025 Yamaha MT07SGY
Color: Ice Storm
VIN: JYARM48E1SA003467
Stock Number: EY25223
Purchase Price: \$10,064.13 (paid in full)
Contract Date: 10/24/2025

THE DISCREPANCY: During our call, you acknowledged that there is a discrepancy between the motorcycle specified in my purchase contract and either (a) the motorcycle physically delivered to me, or (b) the title/registration documentation provided to me. Specifically, the title I received references a 2025 Yamaha MTN690 in White/Blue, rather than the MT07SGY Ice Storm that I contracted to purchase.

CURRENT SITUATION: I accepted delivery of the motorcycle in good faith and relied on your dealership's documentation. On approximately 12/16/2025, I sold the motorcycle that was titled to me to a third party in a valid, arms-length transaction. That sale is complete and cannot be reversed. The buyer is now a good faith purchaser for value.

MY POSITION: Under our October 24, 2025 contract, your dealership owes me delivery of the 2025 Yamaha MT-07, Ice Storm, for which I paid in full. The fact that you delivered incorrect documentation or the wrong motorcycle does not void our contract—it means you have not yet fulfilled your contractual obligation to me. I am not seeking to create unnecessary difficulties. I am willing to accept, as performance of your contractual obligation, a new 2025 Yamaha MT-07 in Ice Storm color (or 2026 model year if 2025 is no longer available from Yamaha, in the same Ice Storm color scheme).

WHAT I REQUIRE: No trade-in or return required: The motorcycle I sold is not available for return, and I am not obligated to provide one, as I acted in good faith based on your documentation. No additional payment from me: I have already paid \$10,064.13 in full. Your error in delivery does not create a new payment obligation on my part.

Firefox

<https://mail.proton.me/u/0/starred/uRnGp7t99WNCCXeg4RuiCzhON...>

Delivery of the contracted motorcycle: A 2025 or 2026 Yamaha MT-07, Ice Storm color, in new condition. Proper documentation: Correct title, registration, and all paperwork showing this delivery as fulfillment of our October 24, 2025 contract.

TIMELINE: Please confirm within 7 business days (by 01/16/26) that you will provide the motorcycle I contracted for, and provide a delivery timeline. If you cannot fulfill this contractual obligation, please advise immediately so we can discuss alternative remedies, including return of my purchase price plus any applicable damages.

I appreciate your attention to resolving this matter promptly and professionally. I am confident we can bring this to a satisfactory conclusion. Please respond to this email address or call me at 630-824-7862.

Sincerely,

Rebekah Brewis
680 N Lake Shore Dr Suite 110 Chicago, IL 60611
630-824-7862
rebekahbrewis@pm.me

911 bytes 1 file attached

publickey - generalcounsel@aeroswift.org - 0x3DCB0946.asc 911 bytes

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT K

Settlement Demand #2 (Email)

Date: 01/12/26

SUBJECT: Final Settlement Demand - ADA Violation, Title Fraud, Breach of Contract - Response Required by 5:00 PM Today

From rebekahbrewis <rebekahbrewis@pm.me>

To Eric Waxman <eric@sales.imotorsportsinc.com>, thomas@imotorsportsinc.com,
Legal Department, Aero Swift LLC <generalcounsel@aeroswift.org>,
rebekahbrewis <rebekahbrewis@pm.me>

Date Monday, January 12th, 2026 at 10:14 AM

Dear Mr. Waxman, Mr. Palmer, and iMotorsports Management:

I am writing to provide formal notice of multiple serious legal violations arising from my October 24, 2025 motorcycle purchase and to offer a final opportunity for settlement before I initiate federal and state legal proceedings.

I. TIMELINE OF RECENT COMMUNICATIONS

Friday, January 10, 2026:

- **3:55 PM:** Thomas Palmer called me (from 630-634-8427 to my number 630-824-7862) in a 3 minute 54 second call stating: *"Well I have some good news, and some bad news. The good news is you're getting a brand new bike! The bad is that you have to bring back in the other one. It'll be 0 miles, and cost you nothing."*
- **4:06 PM:** I returned your call and left a 1 minute 45 second voicemail
- **~4:52 PM:** I sent a detailed email explaining why your "trade" proposal is impossible and outlining the legal violations you committed
- **4:57 PM:** I called again and left a 48 second voicemail requesting a response to my email

January 10-13, 2026: I have received no response from anyone at iMotorsports - no return call, no email - for over 88 hours despite multiple attempts to communicate with you.

II. WHY YOUR "TRADE" OFFER FAILS LEGALLY AND PRACTICALLY

Your January 10 offer to "trade motorcycles" is not only impossible to execute, but it reveals a fundamental misunderstanding of your legal obligations and the harm you've caused.

A. The Trade Is Factually Impossible

I no longer possess the motorcycle. On December 16, 2025, I sold the motorcycle (VIN 3499) to a third party

buyer who paid fair market value and took lawful possession. That sale is complete, legally binding, and creates an independent contractual relationship between me and that buyer.

I cannot retrieve the motorcycle from the buyer. Doing so would constitute the crime of conversion under Illinois law (720 ILCS 5/15-4) - essentially, theft of property from someone who lawfully owns it. The buyer paid for the motorcycle in good faith, received possession, and now has superior rights to the property. I have no legal authority to take it back.

B. Your Offer Doesn't Fulfill Your Contractual Obligation to Me

Even if I could physically retrieve the motorcycle, your "trade" proposal is legally insufficient for multiple reasons:

1. I Am the Contracting Party, Not My Buyer

On October 24, 2025, I entered into a contract with **you**. That contract obligates **you** to deliver a conforming motorcycle to **me** - not to some third party I later sold to. You cannot satisfy your contractual obligation to me by offering to give a motorcycle to someone else.

Your suggestion that you could give a new bike to my buyer:

- Doesn't satisfy your debt to me
- Doesn't restore me to the position I should have been in
- Doesn't compensate me for the harm you caused
- Would create a new relationship between you and my buyer (why would they trust you after this?)
- Ignores that I paid \$10,064.13 and received defective documentation
- Treats me as if I have no independent legal rights

You contracted with me. You breached your contract with me. You owe performance to me, not to a third party.

2. The "Trade" Doesn't Address Your Multiple Legal Violations

Your offer assumes this is a simple "we gave you the wrong bike, let's swap" situation. It's not. Your violations include:

- **Federal disability discrimination** (ignoring my ADA accommodation requests) - giving my buyer a bike doesn't remedy this
- **Consumer fraud** (false "last one in stock" claim) - can't be cured by a trade
- **Title fraud** (VIN mismatch) - created liability I still face
- **Insurance fraud exposure** (details below) - permanent harm to me
- **Criminal operation exposure** (details below) - I was exposed to criminal liability

A "trade" doesn't address any of these violations. It's not about getting "a" motorcycle - it's about being made whole for multiple serious legal harms you inflicted.

3. You're Trying to Minimize Your Exposure, Not Make Me Whole

Your "trade" offer attempts to:

- Avoid refunding the \$10,064.13 I paid (you keep my money)
- Avoid compensating me for ADA violation (you ignore federal civil rights violations)
- Avoid fixing my buyer's title problem (you created this mess for an innocent third party)
- Avoid acknowledging the insurance and criminal operation issues (see below)
- Present yourselves as "generous" when you're actually just trying to limit your liability

This is not fairness. This is damage control.

If I accept your trade, I'm left with:

- Out of pocket \$10,064.13 (no refund)
- Still liable to my buyer for title defect
- Uncompensated for ADA violation
- Uncompensated for insurance fraud exposure
- Uncompensated for criminal operation exposure
- Still dealing with the same dealership that defrauded me once already

Why would I trust you to deliver correctly the second time when you defrauded me the first time?

C. Serious Harm You're Ignoring: Insurance and Criminal Exposure

From October 24, 2025 to December 16, 2025 - over six weeks - I operated the motorcycle with fundamentally invalid insurance.

Here's what you caused:

When I insured the motorcycle, I provided my insurance company with the VIN from the title you gave me:

JYARM48E1SA003467

But the motorcycle I was actually riding had VIN: **JYARM48E3SA003499**

This means:

- My insurance policy covered VIN 3467 (a bike I never possessed)
- My insurance policy did NOT cover VIN 3499 (the bike I was actually riding)
- I was unknowingly operating an uninsured motorcycle for six weeks
- I was unknowingly committing a crime under Illinois law

Illinois Vehicle Code 625 ILCS 5/3-707 makes it a criminal offense to operate an uninsured motor vehicle. I was exposed to criminal prosecution for over six weeks because of your fraud, without any knowledge that I was breaking the law.

The financial and legal exposure you created:

***If I had been in an accident during those six weeks:**

- My insurance company would have discovered the VIN mismatch
- They could have denied ALL coverage (wrong VIN = wrong vehicle)
- I would have been personally liable for:
 - All my medical expenses
 - All damage to my motorcycle
 - All damage to other vehicles
 - All other parties' medical expenses
 - All other parties' property damage
- I could have been prosecuted criminally for driving uninsured
- I could have faced civil lawsuits with no insurance protection
- **Potential personal liability: \$100,000-500,000+ depending on accident severity**

If I had been stopped by police during those six weeks:

- Police verify insurance by VIN
- VIN mismatch would have been immediately discovered
- I could have been cited for operating uninsured vehicle
- My motorcycle could have been impounded
- I could have faced fines and criminal charges
- My driver's license could have been suspended

I was unknowingly exposed to catastrophic financial liability and criminal prosecution for over six weeks - all because you gave me fraudulent title documents.

This harm cannot be "traded away." This harm already happened. I already bore this risk for six weeks of riding.

Even though I was fortunate enough not to have an accident or police stop, **the exposure was real and the harm was substantial.** You put me in a position where a single accident or traffic stop could have financially destroyed me through insurance fraud you committed.

D. Your "Trade" Offer Actually Proves Intent, Not Good Faith

The fact that you called on January 10 offering a trade reveals several damaging facts:

1. You Knew About the VIN Mismatch

- You didn't discover this when I called you out
- You already knew you'd given me the wrong VIN
- Thomas Palmer immediately knew which bike and which VIN
- This suggests the error was known earlier but concealed

2. You Have Access to VIN 3467 (or Another MT-07)

- You can offer to "trade" because you have (or can get) another bike
- This proves Eric Waxman's "last one in stock" statement was false
- You had multiple bikes available all along
- The false scarcity claim was intentional deception

3. You're Trying to Recover VIN 3499 for a Reason

- Either: VIN 3499 was sold to another customer and you need it back
- Or: VIN 3467 never existed and you need to cover that up
- Or: You're trying to fix your inventory records without accountability
- Your urgency to get the bike back suggests fraud, not honest error

Your "trade" offer is not magnanimous - it's strategic damage control that admits wrongdoing while trying to avoid full accountability.

E. What "Fair" Actually Looks Like

You want to present yourselves as being "fair" by offering a trade. Let me show you what actual fairness requires:

Fair treatment means:

1. **Acknowledging your multiple violations** (ADA, consumer fraud, title fraud, insurance fraud exposure)
2. **Making the harmed party whole** (refund + contracted bike + fix buyer's title + compensation)
3. **Accepting responsibility** (not trying to minimize or deflect)
4. **Preventing future harm** (ensuring this never happens to another customer)

My settlement demand is what "fair" looks like:

- Refund: Returns the money I paid for a fraudulent transaction
- New bike: Delivers what you originally contracted to provide
- Buyer's title: Fixes the mess you created for an innocent third party
- ADA payment: Minimal compensation for federal civil rights violation (\$5,000 vs. \$75,000 statutory)
- Mutual release: Clean resolution for both parties

What you're potentially calling "unfair" is actually just me exercising my legal rights after you committed multiple serious violations.

What you're potentially calling "fair" is actually you trying to escape accountability for disability discrimination, consumer fraud, title fraud, and insurance fraud exposure.

F. Summary: Why Your Trade Offer Fails

Your January 10 "trade" proposal is:

- **✗** Factually impossible (I don't have the bike)
- **✗** Legally insufficient (doesn't fulfill your obligation to me)
- **✗** Procedurally wrong (you owe me, not my buyer)
- **✗** Incomplete remedy (ignores ADA, fraud, insurance exposure)
- **✗** Strategic deflection (minimizes your liability)
- **✗** Untrustworthy (why would I trust you after this?)

You had 81 days to fix this properly. You stayed silent until you needed the motorcycle back. Now you want to present a half-measure as "generous."

That's not how legal obligations work. That's not how contract law works. And that's not how you treat a customer you discriminated against and defrauded.

III. SUMMARY OF WHAT HAPPENED

October 23, 2025, 11:57 AM: I sent iMotorsports my fourth email explicitly stating: "*I'm an autistic individual with verbal communication issues, but email works well for me.*" I requested email communication for the transaction. You never responded to any of my four emails.

October 24, 2025: Because you refused to accommodate my disability-related communication needs, I was forced to come to your dealership in person. That day, I purchased:

- **Vehicle by VIN:** JYARM48E1SA003467
- **Purchase Price:** \$10,064.13 paid in full
- **Model:** 2025 Yamaha MT-07, Ice Storm

What you actually gave me:

- **Physical motorcycle VIN:** JYARM48E3SA003499 (different VIN)
- **Title documentation VIN:** JYARM48E1SA003467 (does not match the bike)
-
- **Additional false statement:** Eric Waxman told me the MT-07 I was purchasing was "the last one in stock." This was materially false - you clearly had at least two MT-07s (VIN 3467 and VIN 3499), not just one.

October 24 - December 16, 2025: For over six weeks, I unknowingly operated the motorcycle with invalid insurance and criminal exposure (detailed above).

December 16, 2025: I sold the motorcycle (VIN 3499) to a third party buyer. That sale is complete and legally

binding.

January 11, 2026: The buyer discovered that the VIN on the physical motorcycle does not match the VIN on the title. The buyer cannot register the motorcycle with the Illinois Secretary of State because of this mismatch. The buyer has contacted me demanding resolution.

IV. LEGAL VIOLATIONS YOU HAVE COMMITTED

A. Federal Disability Discrimination - Americans with Disabilities Act

What you violated: 42 U.S.C. § 12182(b)(2)(A)(ii) - Failure to provide reasonable accommodation

What happened: I sent you four emails before my purchase explicitly disclosing my autism and verbal communication issues. I clearly requested email communication as a reasonable accommodation. You completely ignored all four emails and forced me to come in person to do business with you.

This is illegal. As a business open to the public, you are required by federal law to provide reasonable accommodations to people with disabilities. Email communication is one of the most basic and reasonable accommodations possible - you use email every day in your business. You chose to ignore my disability and my requests.

Evidence: My October 23, 2025 email sent at 11:57 AM with explicit disability disclosure and accommodation request

What this violation costs you if I sue:

- Statutory damages up to \$75,000 for first-time violation
- My attorney fees (you have to pay my lawyers)
- Investigation by U.S. Department of Justice Civil Rights Division
- Federal court public record showing you discriminated against an autistic customer
- Permanent damage to your business reputation

B. Illinois Consumer Fraud Act Violations

What you violated: 815 ILCS 505/2 - Unfair and deceptive business practices

What happened:

Deceptive Practice #1 - False Scarcity: Eric Waxman told me the MT-07 was "the last one in stock." This was false. You had (or claimed to have) at least two different MT-07 units - VIN 3467 and VIN 3499. Falsely claiming scarcity to pressure customers into immediate purchase is a classic deceptive practice under Illinois consumer protection law.

Deceptive Practice #2 - Title Fraud: You gave me a motorcycle with VIN 3499 but provided title documentation for VIN 3467. This is not a "clerical error" - the VIN numbers differ by 32 units. You either:

- Knowingly gave me the wrong title (intentional fraud)
- Used another customer's title documents for my sale (fraud on multiple parties)
- Were grossly negligent in your title verification (actionable negligence)

Why this matters: When the Illinois Consumer Fraud Act violations are **intentional** (not honest mistakes), Illinois law allows judges to award **treble damages** - that means **three times** the actual financial harm.

The pattern of your conduct proves intent:

- You violated the ADA (ignored accommodation requests)
- You made false scarcity claims ("last one")
- You provided fraudulent title documents (wrong VIN)
- This is a pattern of deception, not innocent error

What this costs you if I sue:

- Treble damages: \$30,192 (3 times my \$10,064.13 purchase price)
- My attorney fees (you pay)
- Investigation by Illinois Attorney General Consumer Protection Division

C. Criminal Title Fraud

What you violated: 720 ILCS 5/17-24 - Transferring a vehicle with false title documentation

What happened: You transferred a motorcycle with VIN 3499 using a title that says VIN 3467. Under Illinois law, knowingly transferring a vehicle with fraudulent title documentation is a crime - a Class A misdemeanor, or a Class 4 felony if the vehicle value exceeds \$300.

What this costs you:

- Criminal prosecution risk
- Illinois Secretary of State dealer license suspension or revocation
- Dealer misconduct investigation
- Civil damages to me and to my buyer

D. Breach of Contract with Serious Consequences

What you violated: Basic contract law - I contracted for VIN 3467, you gave me VIN 3499

The serious consequence: Because you gave me fraudulent title documents, my buyer cannot register the motorcycle. Under Illinois law (810 ILCS 5/2-312), when I sold the bike, I gave the buyer an implied warranty that the title was good and valid. I breached that warranty because of YOUR title fraud. Now I'm liable to my buyer, and YOU are liable to me for creating that problem.

Your "acceptance" argument won't work:

I know from Thomas Palmer's January 10 phone call and your attempt to propose a "trade" that you're consulting with lawyers about claiming I "accepted" the motorcycle under the Uniform Commercial Code and therefore gave up my rights to challenge the sale.

That legal argument fails for several reasons:

1. I'm revoking that acceptance right now. Under UCC § 2-608 (810 ILCS 5/2-608), buyers can revoke acceptance when the defect substantially impairs the value and wasn't discoverable by reasonable inspection. The VIN mismatch between the title and the frame is exactly this type of hidden defect.

2. The VIN mismatch is a "latent defect." No reasonable buyer checks the frame VIN against the title VIN when purchasing from a licensed dealer. Buyers trust dealer documentation. This defect was hidden in your paperwork, not visible on the bike.

3. Fraud voids acceptance. You can't claim I "accepted" fraud when you committed the fraud to get that acceptance. I had no idea you'd given me wrong documents - I posted a glowing 5-star Google review the same day because I was so happy with my purchase.

4. You're the expert, I'm the consumer. You're a professional motorcycle dealer responsible for accurate documentation. I'm a consumer who reasonably relied on your expertise. Illinois courts protect consumers from dealers trying to use legal technicalities to escape responsibility for their own fraud.

V. HOW MUCH YOU'RE FACING IF I SUE

| Legal Claim | Potential Damages |
|---|--------------------------|
| ADA statutory damages | \$75,000 |
| ADA attorney fees (you pay my lawyers) | \$30,000-50,000 |
| Consumer Fraud treble damages | \$30,192 |
| Consumer Fraud attorney fees (you pay) | \$25,000-40,000 |
| Title fraud damages | \$10,000-15,000 |
| Consequential damages (buyer liability) | \$10,000-15,000 |
| Insurance fraud exposure damages | \$5,000-10,000 |
| Criminal operation exposure | \$5,000-10,000 |
| Emotional distress | \$5,000-10,000 |
| Punitive damages (intentional fraud) | \$25,000-50,000 |
| TOTAL FINANCIAL EXPOSURE | \$220,000-295,000 |

Beyond money, you'll also face:

- Investigation by U.S. Department of Justice (Civil Rights Division)
- Investigation by Illinois Attorney General (Consumer Protection Division)
- Investigation by Illinois Secretary of State (Vehicle Services)
- Possible dealer license suspension or sanctions

- Federal lawsuit that becomes permanent public record
- Media coverage about disability discrimination
- Damage to business reputation that money cannot fix

VI. MY SETTLEMENT OFFER

Despite everything above, I'm willing to resolve **all** of these claims - federal, state, civil, and criminal - for the following settlement:

1. Full Refund of Purchase Price

- Amount: \$10,064.13
- Method: Wire transfer or cashier's check
- Timing: Within 5 business days of settlement agreement

2. Deliver the Motorcycle I Actually Bought

- Vehicle: 2025 or 2026 Yamaha MT-07, Ice Storm
- Condition: New, under 50 miles
- Documentation: Correct VIN matching the actual title
- Timing: Delivered to Chicago area within 21 days of settlement

3. Fix My Buyer's Title Problem

- Process correct title for VIN JYARM48E3SA003499 in my name
- Deliver to me within 7 business days
- I will forward it to the buyer so they can register the motorcycle

4. Compensation for ADA Violation

- Amount: \$5,000
- Note: This is a 93% discount from the \$75,000 statutory damages I could get in court
- This also waives my right to file a Department of Justice complaint against you

5. Mutual Release Agreement

- I release all claims against iMotorsports
- You release any claims against me about the motorcycle VIN 3499
- You acknowledge that my December 16 sale to the third party was legitimate

Total cost to you: Approximately \$24,000

Compare this to the \$220,000-295,000 you're facing if I sue. I'm offering you an 88-92% discount to resolve this quietly.

VII. DEADLINE FOR YOUR RESPONSE

You must accept this settlement offer in writing by 5:00 PM Central Time TODAY - Monday, January 13, 2026.

To accept this settlement, reply to this email with the following:

"iMotorsports Inc. accepts all settlement terms described in Rebekah Brewis's January 13, 2026 email. We agree to provide: (1) Refund of \$10,064.13 by [specific date within 5 business days]; (2) Delivery of 2025/2026 Yamaha MT-07 Ice Storm by [specific date within 21 days]; (3) Correct title for VIN JYARM48E3SA003499 by [specific date within 7 business days]; (4) Payment of \$5,000 by [specific date within 5 business days]; (5) Execution of mutual release agreement. Our point of contact for coordinating this settlement is: [name and phone number]."

Once you send that acceptance email, I will immediately respond with wire transfer instructions, my address for the title delivery, and a draft mutual release agreement.

VIII. WHAT HAPPENS IF YOU DON'T RESPOND BY 5:00 PM TODAY

If I don't receive your written acceptance by the deadline, I will immediately take the following actions:

Tonight (Monday evening by 8:00 PM):

- File ADA discrimination complaint with U.S. Department of Justice, Civil Rights Division
- File consumer fraud complaint with Illinois Attorney General, Consumer Protection Division

Tuesday:

- File dealer misconduct complaint with Illinois Secretary of State, Vehicle Services Department
- Retain litigation attorneys who specialize in disability rights and consumer fraud

Wednesday:

- File federal lawsuit in U.S. District Court for the Northern District of Illinois
- Serve the lawsuit on iMotorsports

I will do exactly what I say. This is not a threat or negotiating tactic - this is what will happen.

IX. HOW TO REACH ME TODAY

Any settlement agreement **must be confirmed in writing** by email. A phone conversation is not sufficient.

X. WHY THIS HAPPENED AND WHY YOU SHOULD SETTLE

Before I came to your dealership, I tried to communicate with you **four times** via email because of my autism and verbal communication challenges. You ignored every single email. You forced me to come in person despite my documented disability.

When I finally came to your dealership out of frustration, Eric Waxman used high-pressure sales tactics (falsely claiming the bike was "the last one in stock"), and you gave me fraudulent title documents for a different motorcycle than the one I received.

I was so happy that day that I graciously posted a 5-star Google review praising your customer service and drove 15 miles immediately to break in my new bike, despite having my accommodations request emails ignored. I had absolutely no idea that you had defrauded me.

For over six weeks, I rode that motorcycle completely unaware that:

- My insurance covered the wrong VIN
- I was technically operating an uninsured vehicle
- I was exposed to criminal prosecution
- A single accident or traffic stop could have financially destroyed me

Now, 81 days later, you call offering to "trade motorcycles" - but it's too late. I no longer have the motorcycle. I sold it. That sale is complete. Your offer is impossible and legally insufficient.

The settlement I'm offering you is extraordinarily fair:

- It gives me back what I paid
- It gives me what I should have received in the first place
- It fixes the problem you created for my buyer
- It provides minimal compensation for violating my federal civil rights
- It costs you \$24,000 instead of the \$220,000-295,000 you'll pay if you force me to sue

I am trying to be reasonable. I am trying to give you a way out of this that doesn't destroy your business.

If you refuse this settlement, I will pursue every legal remedy available. I will make sure the Department of Justice investigates how you treat customers with disabilities. I will make sure your violations become part of the permanent public record.

But I would prefer to resolve this quietly and move forward.

Firefox

<https://mail.proton.me/u/0/sent/aZpA11fXfVEeinPQpTQ9Gw9d8FssE...>

The choice is entirely yours. Respond by 5:00 PM today.

Sincerely,

Rebekah Brewis

680 N Lake Shore Drive, Suite 110

Chicago, Illinois 60611

Phone: 630-824-7862

Email: rebekahbrewis@pm.me

706 bytes 1 file attached

publickey - rebekahbrewis@pm.me - 0xD95EF15E.asc 706 bytes

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT L

Settlement Demand #3 (Email)

Date: 01/13/26

Deadline Missed - Final Opportunity - Response Required by 5:00 PM TODAY (Tuesday)

From rebekahbrewis <rebekahbrewis@pm.me>

To Eric Waxman <eric@sales.imotorsportsinc.com>, thomas@sales.imotorsportsinc.com, rebekahbrewis <rebekahbrewis@pm.me>, Legal Department, Aero Swift LLC <generalcounsel@aeroswift.org>

Date Tuesday, January 13th, 2026 at 11:12 AM

Dear iMotorsports Management:

My settlement demand sent Monday, January 13, 2026 at 10:15 AM (via email and fax) required written acceptance by 5:00 PM Monday.

That deadline has passed with no email response.

Instead, I have received two phone calls from "Jason" requesting I call back. As clearly stated in my demand letter, **all settlement communications must be in writing via email**. I disclosed my autism and verbal communication difficulties in my October 23, 2025 email, in my January 13 demand letter, and via fax. Your continued attempts to communicate by phone constitute **ongoing ADA violations** and demonstrate the same pattern of refusing to accommodate my disability that underlies my federal civil rights claim.

I am providing one final opportunity to settle:

Settlement terms remain:

1. Refund: \$10,064.13
2. Delivery: 2025/2026 Yamaha MT-07 Ice Storm
3. Buyer's title: Correct title for VIN JYARM48E3SA003499
4. ADA settlement: \$5,000
5. Mutual release

New deadline: 5:00 PM Central Time TODAY, Tuesday, January 14, 2026

To accept, reply to this email with:

"iMotorsports accepts all settlement terms. We will provide: (1) Refund of \$10,064.13 by [date]; (2) MT-07 delivery by [date]; (3) Title for VIN 3499 by [date]; (4) \$5,000 payment by [date]; (5) Mutual release. Contact: [name, phone]."

If I do not receive written email acceptance by 5:00 PM today:

Firefox

https://mail.proton.me/u/0/sent/-c0OAWut8wldOZwYFwG5pza50ux...

Tonight: I will file ADA complaint (DOJ), Consumer Fraud complaint (IL AG), and Dealer Misconduct complaint (IL Secretary of State)

Tomorrow: I will retain litigation counsel and file federal lawsuit

Stop calling me. Respond in writing via email by 5:00 PM today.

Sincerely,

Rebekah Brewis
rebekahbrewis@pm.me

706 bytes 1 file attached

publickey - rebekahbrewis@pm.me - 0xD95EF15E.asc 706 bytes

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT M

Settlement Demand #4 (Email)

Date: 01/14/26

Final Settlement Options - Respond by 5:00 PM Today or Complaints Filed

From rebekahbrewis <rebekahbrewis@pm.me>

To Eric Waxman <eric@sales.imotorsportsinc.com>, thomas@sales.imotorsportsinc.com

CC Legal Department, Aero Swift LLC <generalcounsel@aeroswift.org>, rebekahbrewis <rebekahbrewis@pm.me>

Date Wednesday, January 14th, 2026 at 10:09 AM

iMotorsports Management:

You have missed two deadlines for written response to my settlement demand. I am prepared to file federal and state complaints today unless you accept one of the following settlement options by 5:00 PM today, January 14, 2026.

Respond via EMAIL ONLY to rebekahbrewis@pm.me by 5:00 PM.

OPTION A (PREFERRED): Specific Performance + Cure + Damages

You provide:

- VIN 3467 (the 2025 Yamaha MT-07 Ice Storm I contracted for), 0 miles, clean title, delivered to me
- Correct title documentation for VIN 3499 provided to my buyer, curing your title fraud
- \$8,000 cash payment (ADA violations + damages)

I provide:

- Full mutual release of all claims
- Completion of sale of VIN 3499 to my buyer with proper documentation

Timeline: All items delivered within 14 days of acceptance

Legal basis: I am entitled to specific performance (delivery of VIN 3467 per our contract). My mitigation of damages by selling VIN 3499 does not relieve you of your contractual obligation to provide VIN 3467. You must also cure the title fraud you created for my buyer. This settles all claims for \$16,000 total cost to you versus \$220,000+ litigation exposure.

OPTION B: Cash Settlement

You provide:

- \$18,000 total cash payment

I provide:

- Return of VIN 3499 motorcycle (retrieved from my buyer)
- Full mutual release of all claims

Timeline: Cash payment within 7 days, bike return within 14 days

OPTION C: Original Demand

You provide:

- \$10,064.13 refund (original payment)
- 2025 or 2026 Yamaha MT-07 Ice Storm, new condition
- Correct title for VIN JYARM48E3SA003499 to my buyer
- \$5,000 ADA settlement payment

Total value: \$24,000

Timeline: All items within 21 days

IF NO WRITTEN ACCEPTANCE BY 5:00 PM TODAY:

Tonight (6:00-10:00 PM):

- DOJ Civil Rights Division complaint filed (ADA violations)
- Illinois Attorney General complaint filed (Consumer Fraud Act violations)
- Illinois Secretary of State complaint filed (dealer misconduct)

Tomorrow (January 16, 2026):

- Federal lawsuit filed in U.S. District Court, Northern District of Illinois
- Claims: ADA Title III violations, Illinois Consumer Fraud Act, breach of contract, fraud
- Damages sought: \$220,000-295,000 plus attorney fees

These settlement options represent substantial discounts from full litigation exposure. Your continued phone calls instead of email responses constitute ongoing ADA violations and strengthen my federal civil rights claim.

Respond via EMAIL ONLY to rebekahbrewis@pm.me by 5:00 PM today.

Rebekah Brewis

Firefox

https://mail.proton.me/u/0/sent/kra_LdXvwr4J4b1IHulEXF6Hs44Sur...

Senior Legal Consultant
Aero Swift Legal Consultants
Aero Swift LLC
rebekahbrewis@pm.me

706 bytes 1 file attached

publickey - rebekahbrewis@pm.me - 0xD95EF15E.asc 706 bytes

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT N

Settlement Demand #5 (Email)

Date: 01/15/26

Complaints Filed - Federal Lawsuit Filing This Week

From rebekahbrewis <rebekahbrewis@pm.me>
To Eric Waxman <eric@sales.imotorsportsinc.com>, thomas@imotorsportsinc.com
CC Legal Department, Aero Swift LLC <generalcounsel@aeroswift.org>, rebekahbrewis <rebekahbrewis@pm.me>
Date Thursday, January 15th, 2026 at 1:41 PM

iMotorsports Management:

As promised after your failure to respond to my January 15, 2026 settlement deadline, I have filed formal complaints against iMotorsports Inc. with: U.S. Department of Justice, Civil Rights Division (ADA Title III violations) Illinois Attorney General's Office (Consumer Fraud Act violations) Illinois Secretary of State (dealer fraud and misconduct) I am also filing federal lawsuit in the U.S. District Court for the Northern District of Illinois this week seeking:

Specific performance (delivery of VIN 3467 per contract)

Compensatory damages (\$145,000)

Statutory ADA damages (\$75,000)

Punitive damages (fraud, willful ADA violations)

Attorney fees and costs

Your settlement opportunities (\$16,000-24,000) have expired. You will now face full litigation exposure exceeding \$220,000.

Sincerely,

Rebekah Brewis
Senior Legal Consultant
Aero Swift Legal Consultants
Aero Swift LLC

Sent from [Proton Mail](#) for Android.

Firefox

https://mail.proton.me/u/0/sent/gJnHSR2_pctfzfPAELXiIuhkEtqyTI759...

704 bytes 1 file attached

publickey - rebekahbrewis@pm.me - 0xD95EF15E.asc 704 bytes

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT O

Fax Transmission Confirmation (Demand #2)

Date: 01/12/26

Dropbox Fax: +16305296200 - Fax Sent Successfully

From Dropbox Fax <noreply@mail.hellofax.com>

To owner@aeroswift.org

Date Monday, January 12th, 2026 at 10:46 AM



Success! Your fax has been sent.

Your fax has been sent to +16305296200. It included 14 pages.
You can see your fax anytime by clicking View on Dropbox Fax.

[View on Dropbox Fax](#)

Thanks,
The Dropbox Fax team

1800 Owens St, San Francisco, CA 94158

243.99 KB 1 file attached

Jan_12_2026_Settlement_Demand_email-fax_Brewis_-_iMotorsports.pdf 243.99 KB

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT P

Fax Transmission Confirmation (Demand #3)

Date: 01/13/26

Dropbox Fax: +16305296200 - Fax Sent Successfully

From Dropbox Fax <noreply@mail.hellofax.com>

To owner@aeroswift.org

Date Tuesday, January 13th, 2026 at 11:29 AM



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Thanks,
The Dropbox Fax team

1800 Owens St, San Francisco, CA 94158

592.81 KB 1 file attached

Brewis-iMotorsports_email_1-13-26_settlement_demand_3.pdf 592.81 KB

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT Q

Fax Transmission Confirmation (Demand #4)

Date: 01/14/26

Dropbox Fax: +16305296200 - Fax Sent Successfully

From Dropbox Fax <noreply@mail.hellofax.com>

To owner@aeroswift.org

Date Wednesday, January 14th, 2026 at 10:19 AM



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The Dropbox Fax team

1800 Owens St, San Francisco, CA 94158

527.79 KB 1 file attached

Brewis-iMotorsports_email_1-14-26_settlement_demand_4.pdf 527.79 KB

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT R

Fax Transmission Confirmation (Demand #5)

Date: 01/15/26

Dropbox Fax: +16305296200 - Fax Sent Successfully

From Dropbox Fax <noreply@mail.hellofax.com>

To owner@aeroswift.org

Date Thursday, January 15th, 2026 at 2:06 PM



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The Dropbox Fax team

1800 Owens St, San Francisco, CA 94158

129.94 KB 1 file attached

Brewis-iMotorsports_email_1-15-26_settlement_demand_5.pdf 129.94 KB

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT S

Faxed Settlement Demand #2

Date: 01/12/26

Fax

From

Rebekah Brewis/Aero Swift,
LLC

To

Owner/General Manager,
iMotorsports Inc.

Number of pages

14

Message

URGENT - TIME SENSITIVE - DELIVER TO MANAGEMENT
IMMEDIATELY

TO: Owner/General Manager, iMotorsports Inc.

FROM: Rebekah Brewis, Aero Swift LLC

RE: Final Settlement Demand - Federal ADA Violation,
Title Fraud,
Breach of Contract - Response Required by 5:00
PM Today

This fax confirms demand letter sent via email at
10:15 AM today.

YOU HAVE UNTIL 5:00 PM TODAY TO ACCEPT SETTLEMENT OR
I FILE:

- DOJ Civil Rights complaint (ADA violation)
- IL Attorney General complaint (consumer fraud)
- IL Secretary of State complaint (dealer
misconduct)
- Federal lawsuit Wednesday

This involves your October 24, 2025 sale to me of
motorcycle
with fraudulent VIN documentation after refusing to
accommodate
my disability (autism, email communication request).

Settlement: \$24 000 total vs. \$220 000+ litigation

SUBJECT: Final Settlement Demand - ADA Violation, Title Fraud, Breach of Contract - Response Required by 5:00 PM Today

From rebekahbrewis <rebekahbrewis@pm.me>

To Eric Waxman <eric@sales.imotorsportsinc.com>, thomas@imotorsportsinc.com,
Legal Department, Aero Swift LLC <generalcounsel@aeroswift.org>,
rebekahbrewis <rebekahbrewis@pm.me>

Date Monday, January 12th, 2026 at 10:14 AM

Dear Mr. Waxman, Mr. Palmer, and iMotorsports Management:

I am writing to provide formal notice of multiple serious legal violations arising from my October 24, 2025 motorcycle purchase and to offer a final opportunity for settlement before I initiate federal and state legal proceedings.

I. TIMELINE OF RECENT COMMUNICATIONS

Friday, January 10, 2026:

- **3:55 PM:** Thomas Palmer called me (from 630-634-8427 to my number 630-824-7862) in a 3 minute 54 second call stating: *"Well I have some good news, and some bad news. The good news is you're getting a brand new bike! The bad is that you have to bring back in the other one. It'll be 0 miles, and cost you nothing."*
- **4:06 PM:** I returned your call and left a 1 minute 45 second voicemail
- **~4:52 PM:** I sent a detailed email explaining why your "trade" proposal is impossible and outlining the legal violations you committed
- **4:57 PM:** I called again and left a 48 second voicemail requesting a response to my email

January 10-13, 2026: I have received no response from anyone at iMotorsports - no return call, no email - for over 88 hours despite multiple attempts to communicate with you.

II. WHY YOUR "TRADE" OFFER FAILS LEGALLY AND PRACTICALLY

Your January 10 offer to "trade motorcycles" is not only impossible to execute, but it reveals a fundamental misunderstanding of your legal obligations and the harm you've caused.

A. The Trade Is Factually Impossible

I no longer possess the motorcycle. On December 16, 2025, I sold the motorcycle (VIN 3499) to a third party

buyer who paid fair market value and took lawful possession. That sale is complete, legally binding, and creates an independent contractual relationship between me and that buyer.

I cannot retrieve the motorcycle from the buyer. Doing so would constitute the crime of conversion under Illinois law (720 ILCS 5/15-4) - essentially, theft of property from someone who lawfully owns it. The buyer paid for the motorcycle in good faith, received possession, and now has superior rights to the property. I have no legal authority to take it back.

B. Your Offer Doesn't Fulfill Your Contractual Obligation to Me

Even if I could physically retrieve the motorcycle, your "trade" proposal is legally insufficient for multiple reasons:

1. I Am the Contracting Party, Not My Buyer

On October 24, 2025, I entered into a contract with **you**. That contract obligates **you** to deliver a conforming motorcycle to **me** - not to some third party I later sold to. You cannot satisfy your contractual obligation to me by offering to give a motorcycle to someone else.

Your suggestion that you could give a new bike to my buyer:

- Doesn't satisfy your debt to me
- Doesn't restore me to the position I should have been in
- Doesn't compensate me for the harm you caused
- Would create a new relationship between you and my buyer (why would they trust you after this?)
- Ignores that I paid \$10,064.13 and received defective documentation
- Treats me as if I have no independent legal rights

You contracted with me. You breached your contract with me. You owe performance to me, not to a third party.

2. The "Trade" Doesn't Address Your Multiple Legal Violations

Your offer assumes this is a simple "we gave you the wrong bike, let's swap" situation. It's not. Your violations include:

- **Federal disability discrimination** (ignoring my ADA accommodation requests) - giving my buyer a bike doesn't remedy this
- **Consumer fraud** (false "last one in stock" claim) - can't be cured by a trade
- **Title fraud** (VIN mismatch) - created liability I still face
- **Insurance fraud exposure** (details below) - permanent harm to me
- **Criminal operation exposure** (details below) - I was exposed to criminal liability

A "trade" doesn't address any of these violations. It's not about getting "a" motorcycle - it's about being made whole for multiple serious legal harms you inflicted.

3. You're Trying to Minimize Your Exposure, Not Make Me Whole

Your "trade" offer attempts to:

- Avoid refunding the \$10,064.13 I paid (you keep my money)
- Avoid compensating me for ADA violation (you ignore federal civil rights violations)
- Avoid fixing my buyer's title problem (you created this mess for an innocent third party)
- Avoid acknowledging the insurance and criminal operation issues (see below)
- Present yourselves as "generous" when you're actually just trying to limit your liability

This is not fairness. This is damage control.

If I accept your trade, I'm left with:

- Out of pocket \$10,064.13 (no refund)
- Still liable to my buyer for title defect
- Uncompensated for ADA violation
- Uncompensated for insurance fraud exposure
- Uncompensated for criminal operation exposure
- Still dealing with the same dealership that defrauded me once already

Why would I trust you to deliver correctly the second time when you defrauded me the first time?

C. Serious Harm You're Ignoring: Insurance and Criminal Exposure

From October 24, 2025 to December 16, 2025 - over six weeks - I operated the motorcycle with fundamentally invalid insurance.

Here's what you caused:

When I insured the motorcycle, I provided my insurance company with the VIN from the title you gave me:

JYARM48E1SA003467

But the motorcycle I was actually riding had VIN: **JYARM48E3SA003499**

This means:

- My insurance policy covered VIN 3467 (a bike I never possessed)
- My insurance policy did NOT cover VIN 3499 (the bike I was actually riding)
- I was unknowingly operating an uninsured motorcycle for six weeks
- I was unknowingly committing a crime under Illinois law

Illinois Vehicle Code 625 ILCS 5/3-707 makes it a criminal offense to operate an uninsured motor vehicle. I was exposed to criminal prosecution for over six weeks because of your fraud, without any knowledge that I was breaking the law.

The financial and legal exposure you created:

***If I had been in an accident during those six weeks:**

- My insurance company would have discovered the VIN mismatch
- They could have denied ALL coverage (wrong VIN = wrong vehicle)
- I would have been personally liable for:
 - All my medical expenses
 - All damage to my motorcycle
 - All damage to other vehicles
 - All other parties' medical expenses
 - All other parties' property damage
- I could have been prosecuted criminally for driving uninsured
- I could have faced civil lawsuits with no insurance protection
- **Potential personal liability: \$100,000-500,000+ depending on accident severity**

If I had been stopped by police during those six weeks:

- Police verify insurance by VIN
- VIN mismatch would have been immediately discovered
- I could have been cited for operating uninsured vehicle
- My motorcycle could have been impounded
- I could have faced fines and criminal charges
- My driver's license could have been suspended

I was unknowingly exposed to catastrophic financial liability and criminal prosecution for over six weeks - all because you gave me fraudulent title documents.

This harm cannot be "traded away." This harm already happened. I already bore this risk for six weeks of riding.

Even though I was fortunate enough not to have an accident or police stop, **the exposure was real and the harm was substantial.** You put me in a position where a single accident or traffic stop could have financially destroyed me through insurance fraud you committed.

D. Your "Trade" Offer Actually Proves Intent, Not Good Faith

The fact that you called on January 10 offering a trade reveals several damaging facts:

1. You Knew About the VIN Mismatch

- You didn't discover this when I called you out
- You already knew you'd given me the wrong VIN
- Thomas Palmer immediately knew which bike and which VIN
- This suggests the error was known earlier but concealed

2. You Have Access to VIN 3467 (or Another MT-07)

- You can offer to "trade" because you have (or can get) another bike
- This proves Eric Waxman's "last one in stock" statement was false
- You had multiple bikes available all along
- The false scarcity claim was intentional deception

3. You're Trying to Recover VIN 3499 for a Reason

- Either: VIN 3499 was sold to another customer and you need it back
- Or: VIN 3467 never existed and you need to cover that up
- Or: You're trying to fix your inventory records without accountability
- Your urgency to get the bike back suggests fraud, not honest error

Your "trade" offer is not magnanimous - it's strategic damage control that admits wrongdoing while trying to avoid full accountability.

E. What "Fair" Actually Looks Like

You want to present yourselves as being "fair" by offering a trade. Let me show you what actual fairness requires:

Fair treatment means:

1. **Acknowledging your multiple violations** (ADA, consumer fraud, title fraud, insurance fraud exposure)
2. **Making the harmed party whole** (refund + contracted bike + fix buyer's title + compensation)
3. **Accepting responsibility** (not trying to minimize or deflect)
4. **Preventing future harm** (ensuring this never happens to another customer)

My settlement demand is what "fair" looks like:

- Refund: Returns the money I paid for a fraudulent transaction
- New bike: Delivers what you originally contracted to provide
- Buyer's title: Fixes the mess you created for an innocent third party
- ADA payment: Minimal compensation for federal civil rights violation (\$5,000 vs. \$75,000 statutory)
- Mutual release: Clean resolution for both parties

What you're potentially calling "unfair" is actually just me exercising my legal rights after you committed multiple serious violations.

What you're potentially calling "fair" is actually you trying to escape accountability for disability discrimination, consumer fraud, title fraud, and insurance fraud exposure.

F. Summary: Why Your Trade Offer Fails

Your January 10 "trade" proposal is:

- **✗** Factually impossible (I don't have the bike)
- **✗** Legally insufficient (doesn't fulfill your obligation to me)
- **✗** Procedurally wrong (you owe me, not my buyer)
- **✗** Incomplete remedy (ignores ADA, fraud, insurance exposure)
- **✗** Strategic deflection (minimizes your liability)
- **✗** Untrustworthy (why would I trust you after this?)

You had 81 days to fix this properly. You stayed silent until you needed the motorcycle back. Now you want to present a half-measure as "generous."

That's not how legal obligations work. That's not how contract law works. And that's not how you treat a customer you discriminated against and defrauded.

III. SUMMARY OF WHAT HAPPENED

October 23, 2025, 11:57 AM: I sent iMotorsports my fourth email explicitly stating: *"I'm an autistic individual with verbal communication issues, but email works well for me."* I requested email communication for the transaction. You never responded to any of my four emails.

October 24, 2025: Because you refused to accommodate my disability-related communication needs, I was forced to come to your dealership in person. That day, I purchased:

- **Vehicle by VIN:** JYARM48E1SA003467
- **Purchase Price:** \$10,064.13 paid in full
- **Model:** 2025 Yamaha MT-07, Ice Storm

What you actually gave me:

- **Physical motorcycle VIN:** JYARM48E3SA003499 (different VIN)
- **Title documentation VIN:** JYARM48E1SA003467 (does not match the bike)
-
- **Additional false statement:** Eric Waxman told me the MT-07 I was purchasing was "the last one in stock." This was materially false - you clearly had at least two MT-07s (VIN 3467 and VIN 3499), not just one.

October 24 - December 16, 2025: For over six weeks, I unknowingly operated the motorcycle with invalid insurance and criminal exposure (detailed above).

December 16, 2025: I sold the motorcycle (VIN 3499) to a third party buyer. That sale is complete and legally

binding.

January 11, 2026: The buyer discovered that the VIN on the physical motorcycle does not match the VIN on the title. The buyer cannot register the motorcycle with the Illinois Secretary of State because of this mismatch. The buyer has contacted me demanding resolution.

IV. LEGAL VIOLATIONS YOU HAVE COMMITTED

A. Federal Disability Discrimination - Americans with Disabilities Act

What you violated: 42 U.S.C. § 12182(b)(2)(A)(ii) - Failure to provide reasonable accommodation

What happened: I sent you four emails before my purchase explicitly disclosing my autism and verbal communication issues. I clearly requested email communication as a reasonable accommodation. You completely ignored all four emails and forced me to come in person to do business with you.

This is illegal. As a business open to the public, you are required by federal law to provide reasonable accommodations to people with disabilities. Email communication is one of the most basic and reasonable accommodations possible - you use email every day in your business. You chose to ignore my disability and my requests.

Evidence: My October 23, 2025 email sent at 11:57 AM with explicit disability disclosure and accommodation request

What this violation costs you if I sue:

- Statutory damages up to \$75,000 for first-time violation
- My attorney fees (you have to pay my lawyers)
- Investigation by U.S. Department of Justice Civil Rights Division
- Federal court public record showing you discriminated against an autistic customer
- Permanent damage to your business reputation

B. Illinois Consumer Fraud Act Violations

What you violated: 815 ILCS 505/2 - Unfair and deceptive business practices

What happened:

Deceptive Practice #1 - False Scarcity: Eric Waxman told me the MT-07 was "the last one in stock." This was false. You had (or claimed to have) at least two different MT-07 units - VIN 3467 and VIN 3499. Falsely claiming scarcity to pressure customers into immediate purchase is a classic deceptive practice under Illinois consumer protection law.

Deceptive Practice #2 - Title Fraud: You gave me a motorcycle with VIN 3499 but provided title documentation for VIN 3467. This is not a "clerical error" - the VIN numbers differ by 32 units. You either:

- Knowingly gave me the wrong title (intentional fraud)
- Used another customer's title documents for my sale (fraud on multiple parties)
- Were grossly negligent in your title verification (actionable negligence)

Why this matters: When the Illinois Consumer Fraud Act violations are **intentional** (not honest mistakes), Illinois law allows judges to award **treble damages** - that means **three times** the actual financial harm.

The pattern of your conduct proves intent:

- You violated the ADA (ignored accommodation requests)
- You made false scarcity claims ("last one")
- You provided fraudulent title documents (wrong VIN)
- This is a pattern of deception, not innocent error

What this costs you if I sue:

- Treble damages: \$30,192 (3 times my \$10,064.13 purchase price)
- My attorney fees (you pay)
- Investigation by Illinois Attorney General Consumer Protection Division

C. Criminal Title Fraud

What you violated: 720 ILCS 5/17-24 - Transferring a vehicle with false title documentation

What happened: You transferred a motorcycle with VIN 3499 using a title that says VIN 3467. Under Illinois law, knowingly transferring a vehicle with fraudulent title documentation is a crime - a Class A misdemeanor, or a Class 4 felony if the vehicle value exceeds \$300.

What this costs you:

- Criminal prosecution risk
- Illinois Secretary of State dealer license suspension or revocation
- Dealer misconduct investigation
- Civil damages to me and to my buyer

D. Breach of Contract with Serious Consequences

What you violated: Basic contract law - I contracted for VIN 3467, you gave me VIN 3499

The serious consequence: Because you gave me fraudulent title documents, my buyer cannot register the motorcycle. Under Illinois law (810 ILCS 5/2-312), when I sold the bike, I gave the buyer an implied warranty that the title was good and valid. I breached that warranty because of YOUR title fraud. Now I'm liable to my buyer, and YOU are liable to me for creating that problem.

Your "acceptance" argument won't work:

I know from Thomas Palmer's January 10 phone call and your attempt to propose a "trade" that you're consulting with lawyers about claiming I "accepted" the motorcycle under the Uniform Commercial Code and therefore gave up my rights to challenge the sale.

That legal argument fails for several reasons:

1. I'm revoking that acceptance right now. Under UCC § 2-608 (810 ILCS 5/2-608), buyers can revoke acceptance when the defect substantially impairs the value and wasn't discoverable by reasonable inspection. The VIN mismatch between the title and the frame is exactly this type of hidden defect.

2. The VIN mismatch is a "latent defect." No reasonable buyer checks the frame VIN against the title VIN when purchasing from a licensed dealer. Buyers trust dealer documentation. This defect was hidden in your paperwork, not visible on the bike.

3. Fraud voids acceptance. You can't claim I "accepted" fraud when you committed the fraud to get that acceptance. I had no idea you'd given me wrong documents - I posted a glowing 5-star Google review the same day because I was so happy with my purchase.

4. You're the expert, I'm the consumer. You're a professional motorcycle dealer responsible for accurate documentation. I'm a consumer who reasonably relied on your expertise. Illinois courts protect consumers from dealers trying to use legal technicalities to escape responsibility for their own fraud.

V. HOW MUCH YOU'RE FACING IF I SUE

| Legal Claim | Potential Damages |
|---|--------------------------|
| ADA statutory damages | \$75,000 |
| ADA attorney fees (you pay my lawyers) | \$30,000-50,000 |
| Consumer Fraud treble damages | \$30,192 |
| Consumer Fraud attorney fees (you pay) | \$25,000-40,000 |
| Title fraud damages | \$10,000-15,000 |
| Consequential damages (buyer liability) | \$10,000-15,000 |
| Insurance fraud exposure damages | \$5,000-10,000 |
| Criminal operation exposure | \$5,000-10,000 |
| Emotional distress | \$5,000-10,000 |
| Punitive damages (intentional fraud) | \$25,000-50,000 |
| TOTAL FINANCIAL EXPOSURE | \$220,000-295,000 |

Beyond money, you'll also face:

- Investigation by U.S. Department of Justice (Civil Rights Division)
- Investigation by Illinois Attorney General (Consumer Protection Division)
- Investigation by Illinois Secretary of State (Vehicle Services)
- Possible dealer license suspension or sanctions

- Federal lawsuit that becomes permanent public record
- Media coverage about disability discrimination
- Damage to business reputation that money cannot fix

VI. MY SETTLEMENT OFFER

Despite everything above, I'm willing to resolve **all** of these claims - federal, state, civil, and criminal - for the following settlement:

1. Full Refund of Purchase Price

- Amount: \$10,064.13
- Method: Wire transfer or cashier's check
- Timing: Within 5 business days of settlement agreement

2. Deliver the Motorcycle I Actually Bought

- Vehicle: 2025 or 2026 Yamaha MT-07, Ice Storm
- Condition: New, under 50 miles
- Documentation: Correct VIN matching the actual title
- Timing: Delivered to Chicago area within 21 days of settlement

3. Fix My Buyer's Title Problem

- Process correct title for VIN JYARM48E3SA003499 in my name
- Deliver to me within 7 business days
- I will forward it to the buyer so they can register the motorcycle

4. Compensation for ADA Violation

- Amount: \$5,000
- Note: This is a 93% discount from the \$75,000 statutory damages I could get in court
- This also waives my right to file a Department of Justice complaint against you

5. Mutual Release Agreement

- I release all claims against iMotorsports
- You release any claims against me about the motorcycle VIN 3499
- You acknowledge that my December 16 sale to the third party was legitimate

Total cost to you: Approximately \$24,000

Compare this to the \$220,000-295,000 you're facing if I sue. I'm offering you an 88-92% discount to resolve this quietly.

VII. DEADLINE FOR YOUR RESPONSE

You must accept this settlement offer in writing by 5:00 PM Central Time TODAY - Monday, January 13, 2026.

To accept this settlement, reply to this email with the following:

"iMotorsports Inc. accepts all settlement terms described in Rebekah Brewis's January 13, 2026 email. We agree to provide: (1) Refund of \$10,064.13 by [specific date within 5 business days]; (2) Delivery of 2025/2026 Yamaha MT-07 Ice Storm by [specific date within 21 days]; (3) Correct title for VIN JYARM48E3SA003499 by [specific date within 7 business days]; (4) Payment of \$5,000 by [specific date within 5 business days]; (5) Execution of mutual release agreement. Our point of contact for coordinating this settlement is: [name and phone number]."

Once you send that acceptance email, I will immediately respond with wire transfer instructions, my address for the title delivery, and a draft mutual release agreement.

VIII. WHAT HAPPENS IF YOU DON'T RESPOND BY 5:00 PM TODAY

If I don't receive your written acceptance by the deadline, I will immediately take the following actions:

Tonight (Monday evening by 8:00 PM):

- File ADA discrimination complaint with U.S. Department of Justice, Civil Rights Division
- File consumer fraud complaint with Illinois Attorney General, Consumer Protection Division

Tuesday:

- File dealer misconduct complaint with Illinois Secretary of State, Vehicle Services Department
- Retain litigation attorneys who specialize in disability rights and consumer fraud

Wednesday:

- File federal lawsuit in U.S. District Court for the Northern District of Illinois
- Serve the lawsuit on iMotorsports

I will do exactly what I say. This is not a threat or negotiating tactic - this is what will happen.

IX. HOW TO REACH ME TODAY

Any settlement agreement **must be confirmed in writing** by email. A phone conversation is not sufficient.

X. WHY THIS HAPPENED AND WHY YOU SHOULD SETTLE

Before I came to your dealership, I tried to communicate with you **four times** via email because of my autism and verbal communication challenges. You ignored every single email. You forced me to come in person despite my documented disability.

When I finally came to your dealership out of frustration, Eric Waxman used high-pressure sales tactics (falsely claiming the bike was "the last one in stock"), and you gave me fraudulent title documents for a different motorcycle than the one I received.

I was so happy that day that I graciously posted a 5-star Google review praising your customer service and drove 15 miles immediately to break in my new bike, despite having my accommodations request emails ignored. I had absolutely no idea that you had defrauded me.

For over six weeks, I rode that motorcycle completely unaware that:

- My insurance covered the wrong VIN
- I was technically operating an uninsured vehicle
- I was exposed to criminal prosecution
- A single accident or traffic stop could have financially destroyed me

Now, 81 days later, you call offering to "trade motorcycles" - but it's too late. I no longer have the motorcycle. I sold it. That sale is complete. Your offer is impossible and legally insufficient.

The settlement I'm offering you is extraordinarily fair:

- It gives me back what I paid
- It gives me what I should have received in the first place
- It fixes the problem you created for my buyer
- It provides minimal compensation for violating my federal civil rights
- It costs you \$24,000 instead of the \$220,000-295,000 you'll pay if you force me to sue

I am trying to be reasonable. I am trying to give you a way out of this that doesn't destroy your business.

If you refuse this settlement, I will pursue every legal remedy available. I will make sure the Department of Justice investigates how you treat customers with disabilities. I will make sure your violations become part of the permanent public record.

But I would prefer to resolve this quietly and move forward.

Firefox

<https://mail.proton.me/u/0/sent/aZpA11fXfVEeinPQpTQ9Gw9d8FssE...>

The choice is entirely yours. Respond by 5:00 PM today.

Sincerely,

Rebekah Brewis

680 N Lake Shore Drive, Suite 110

Chicago, Illinois 60611

Phone: 630-824-7862

Email: rebekahbrewis@pm.me

706 bytes 1 file attached

publickey - rebekahbrewis@pm.me - 0xD95EF15E.asc 706 bytes

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT T

Faxed Settlement Demand #3

Date: 01/13/26

Fax

From

Rebekah Brewis

To

iMotorsports Inc
Owner/Management

Number of pages

3

Message

FAX TRANSMISSION

TO: iMotorsports Inc. Management

FAX: 630-529-6200

FROM: Rebekah Brewis

DATE: Tuesday, January 14, 2026

TIME: 11:20 AM

PAGES: 3 including cover

RE: DEADLINE MISSED - FINAL OPPORTUNITY - 5
PM TODAY

URGENT

Monday's 5:00 PM deadline passed with NO email
response.

You have called me TWICE. I will NOT answer phone
calls.

ALL COMMUNICATION MUST BE VIA EMAIL:
rebekahbrewis@pm.me

Your continued phone calls = ONGOING ADA VIOLATIONS

FINAL DEADLINE 5:00 PM TODAY Tuesday, January 14

Deadline Missed - Final Opportunity - Response Required by 5:00 PM TODAY (Tuesday)

From rebekahbrewis <rebekahbrewis@pm.me>

To Eric Waxman <eric@sales.imotorsportsinc.com>, thomas@sales.imotorsportsinc.com, rebekahbrewis <rebekahbrewis@pm.me>, Legal Department, Aero Swift LLC <generalcounsel@aeroswift.org>

Date Tuesday, January 13th, 2026 at 11:12 AM

Dear iMotorsports Management:

My settlement demand sent Monday, January 13, 2026 at 10:15 AM (via email and fax) required written acceptance by 5:00 PM Monday.

That deadline has passed with no email response.

Instead, I have received two phone calls from "Jason" requesting I call back. As clearly stated in my demand letter, **all settlement communications must be in writing via email**. I disclosed my autism and verbal communication difficulties in my October 23, 2025 email, in my January 13 demand letter, and via fax. Your continued attempts to communicate by phone constitute **ongoing ADA violations** and demonstrate the same pattern of refusing to accommodate my disability that underlies my federal civil rights claim.

I am providing one final opportunity to settle:

Settlement terms remain:

1. Refund: \$10,064.13
2. Delivery: 2025/2026 Yamaha MT-07 Ice Storm
3. Buyer's title: Correct title for VIN JYARM48E3SA003499
4. ADA settlement: \$5,000
5. Mutual release

New deadline: 5:00 PM Central Time TODAY, Tuesday, January 14, 2026

To accept, reply to this email with:

"iMotorsports accepts all settlement terms. We will provide: (1) Refund of \$10,064.13 by [date]; (2) MT-07 delivery by [date]; (3) Title for VIN 3499 by [date]; (4) \$5,000 payment by [date]; (5) Mutual release. Contact: [name, phone]."

If I do not receive written email acceptance by 5:00 PM today:

Firefox

https://mail.proton.me/u/0/sent/-c0OAWut8wldOZwYFwG5pza50ux...

Tonight: I will file ADA complaint (DOJ), Consumer Fraud complaint (IL AG), and Dealer Misconduct complaint (IL Secretary of State)

Tomorrow: I will retain litigation counsel and file federal lawsuit

Stop calling me. Respond in writing via email by 5:00 PM today.

Sincerely,

Rebekah Brewis
rebekahbrewis@pm.me

706 bytes 1 file attached

publickey - rebekahbrewis@pm.me - 0xD95EF15E.asc 706 bytes

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT U

Faxed Settlement Demand #4

Date: 01/14/26

Fax

From

Rebekah Brewis, Aero Swift
Legal Consultants

To

iMotorsports, Incegal
Consultant Aero Swift
Legal Consultants Aero
Swift LLC

Number of pages

4

Message

FAX TRANSMISSION

TO: iMotorsports Inc. Management
Owner, General Manager, Eric Waxman,
Thomas Palmer

FROM: Rebekah Brewis, Senior Legal Consultant
Aero Swift Legal Consultants (Aero Swift
LLC)

DATE: Wednesday, January 15, 2026

TIME: 11:15 AM Central

PAGES: 4 (Cover + 3 pg Settlement Email PDF)

RE: THREE SETTLEMENT OPTIONS - RESPOND BY 5
PM TODAY

RESPOND VIA EMAIL ONLY: rebekahbrewis@pm.me
URGENT - FINAL SETTLEMENT OPPORTUNITY

You have missed TWO deadlines. You have called me
THREE times
instead of emailing (ongoing ADA violations)

Final Settlement Options - Respond by 5:00 PM Today or Complaints Filed

From rebekahbrewis <rebekahbrewis@pm.me>

To Eric Waxman <eric@sales.imotorsportsinc.com>, thomas@sales.imotorsportsinc.com

CC Legal Department, Aero Swift LLC <generalcounsel@aeroswift.org>, rebekahbrewis <rebekahbrewis@pm.me>

Date Wednesday, January 14th, 2026 at 10:09 AM

iMotorsports Management:

You have missed two deadlines for written response to my settlement demand. I am prepared to file federal and state complaints today unless you accept one of the following settlement options by 5:00 PM today, January 14, 2026.

Respond via EMAIL ONLY to rebekahbrewis@pm.me by 5:00 PM.

OPTION A (PREFERRED): Specific Performance + Cure + Damages

You provide:

- VIN 3467 (the 2025 Yamaha MT-07 Ice Storm I contracted for), 0 miles, clean title, delivered to me
- Correct title documentation for VIN 3499 provided to my buyer, curing your title fraud
- \$8,000 cash payment (ADA violations + damages)

I provide:

- Full mutual release of all claims
- Completion of sale of VIN 3499 to my buyer with proper documentation

Timeline: All items delivered within 14 days of acceptance

Legal basis: I am entitled to specific performance (delivery of VIN 3467 per our contract). My mitigation of damages by selling VIN 3499 does not relieve you of your contractual obligation to provide VIN 3467. You must also cure the title fraud you created for my buyer. This settles all claims for \$16,000 total cost to you versus \$220,000+ litigation exposure.

OPTION B: Cash Settlement

You provide:

- \$18,000 total cash payment

I provide:

- Return of VIN 3499 motorcycle (retrieved from my buyer)
- Full mutual release of all claims

Timeline: Cash payment within 7 days, bike return within 14 days

OPTION C: Original Demand

You provide:

- \$10,064.13 refund (original payment)
- 2025 or 2026 Yamaha MT-07 Ice Storm, new condition
- Correct title for VIN JYARM48E3SA003499 to my buyer
- \$5,000 ADA settlement payment

Total value: \$24,000

Timeline: All items within 21 days

IF NO WRITTEN ACCEPTANCE BY 5:00 PM TODAY:

Tonight (6:00-10:00 PM):

- DOJ Civil Rights Division complaint filed (ADA violations)
- Illinois Attorney General complaint filed (Consumer Fraud Act violations)
- Illinois Secretary of State complaint filed (dealer misconduct)

Tomorrow (January 16, 2026):

- Federal lawsuit filed in U.S. District Court, Northern District of Illinois
- Claims: ADA Title III violations, Illinois Consumer Fraud Act, breach of contract, fraud
- Damages sought: \$220,000-295,000 plus attorney fees

These settlement options represent substantial discounts from full litigation exposure. Your continued phone calls instead of email responses constitute ongoing ADA violations and strengthen my federal civil rights claim.

Respond via EMAIL ONLY to rebekahbrewis@pm.me by 5:00 PM today.

Rebekah Brewis

Firefox

https://mail.proton.me/u/0/sent/kra_LdXvwr4J4b1IHulEXF6Hs44Sur...

Senior Legal Consultant
Aero Swift Legal Consultants
Aero Swift LLC
rebekahbrewis@pm.me

706 bytes 1 file attached

publickey - rebekahbrewis@pm.me - 0xD95EF15E.asc 706 bytes

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT V

Faxed Settlement Demand #5

Date: 01/15/26

Fax

From

Rebekah Brewis, Aero
Swift, LLC

To

iMotorsports, Inc
Management

Number of pages

3

Message**FAX TRANSMISSION**

TO: iMotorsports Inc. Management
Owner, General Manager, Eric Waxman,
Thomas Palmer

FROM: Rebekah Brewis, Senior Legal Consultant
Aero Swift Legal Consultants (Aero Swift
LLC)

DATE: Thursday, January 16, 2026

TIME: 2:00 PM Central

PAGES: 3 (Cover + Notice)

RE: COMPLAINTS FILED - FEDERAL LAWSUIT
FILING THIS WEEK

FORMAL NOTICE

As promised, formal complaints filed against
iMotorsports Inc.

Complaints Filed - Federal Lawsuit Filing This Week

From rebekahbrewis <rebekahbrewis@pm.me>
To Eric Waxman <eric@sales.imotorsportsinc.com>, thomas@imotorsportsinc.com
CC Legal Department, Aero Swift LLC <generalcounsel@aeroswift.org>, rebekahbrewis <rebekahbrewis@pm.me>
Date Thursday, January 15th, 2026 at 1:41 PM

iMotorsports Management:

As promised after your failure to respond to my January 15, 2026 settlement deadline, I have filed formal complaints against iMotorsports Inc. with: U.S. Department of Justice, Civil Rights Division (ADA Title III violations) Illinois Attorney General's Office (Consumer Fraud Act violations) Illinois Secretary of State (dealer fraud and misconduct) I am also filing federal lawsuit in the U.S. District Court for the Northern District of Illinois this week seeking:

Specific performance (delivery of VIN 3467 per contract)

Compensatory damages (\$145,000)

Statutory ADA damages (\$75,000)

Punitive damages (fraud, willful ADA violations)

Attorney fees and costs

Your settlement opportunities (\$16,000-24,000) have expired. You will now face full litigation exposure exceeding \$220,000.

Sincerely,

Rebekah Brewis
Senior Legal Consultant
Aero Swift Legal Consultants
Aero Swift LLC

Sent from [Proton Mail](#) for Android.

Firefox

https://mail.proton.me/u/0/sent/gJnHSR2_pctfzfPAELXiIuhkEtqyTl759...

704 bytes 1 file attached

publickey - rebekahbrewis@pm.me - 0xD95EF15E.asc 704 bytes

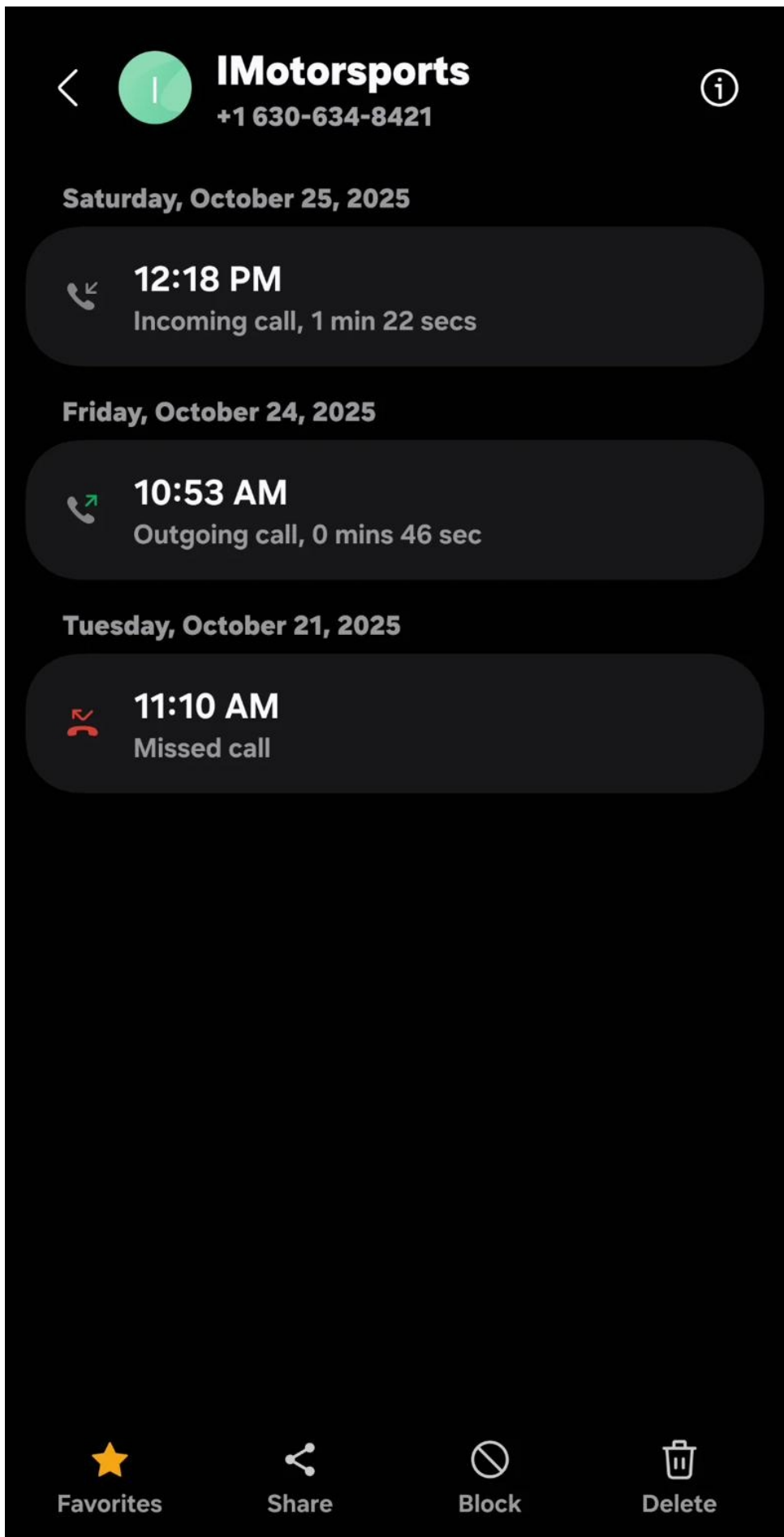
**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT W

Eric Waxman Call Log (Oct 21, 24, 25 —
Initial Contact & ADA Violation)

Date: 10/21-25/25



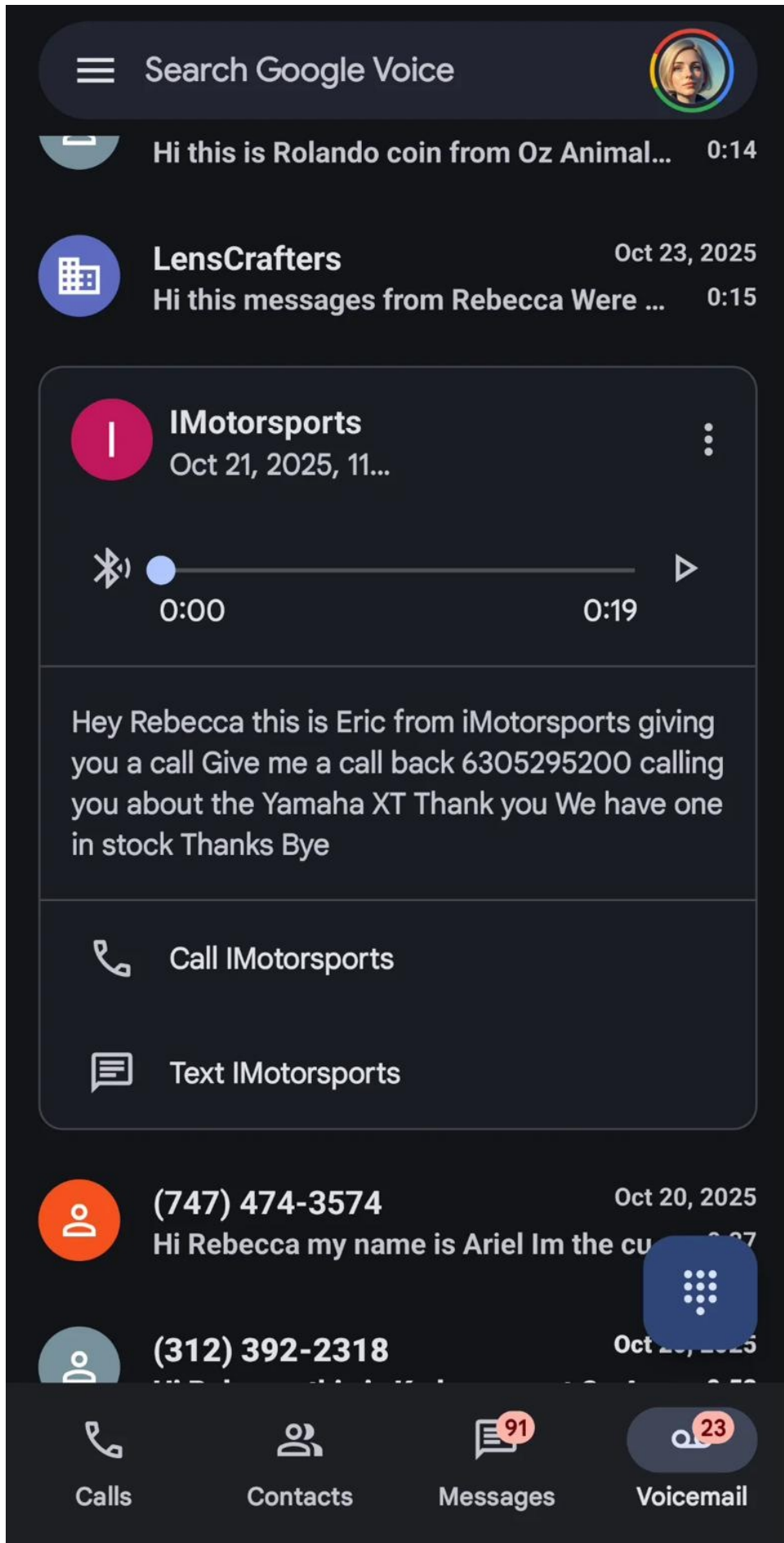
**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT X

Eric Waxman Voicemail Transcript (October 21, 2025)

Date: 10/21/25



**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT Y


Thomas Palmer Call Log (January 9, 2026
— ADA Violation)


Date: 01/09/26





<  **Thomas Palmer IMot...** 
+1 630-634-8427

Friday, January 9

 **4:57 PM**
Outgoing call, 0 mins 48 sec

 **4:06 PM**
Outgoing call, 1 min 45 secs

 **3:55 PM**
Incoming call, 3 mins 54 sec

 Favorites  Share  Block  Delete

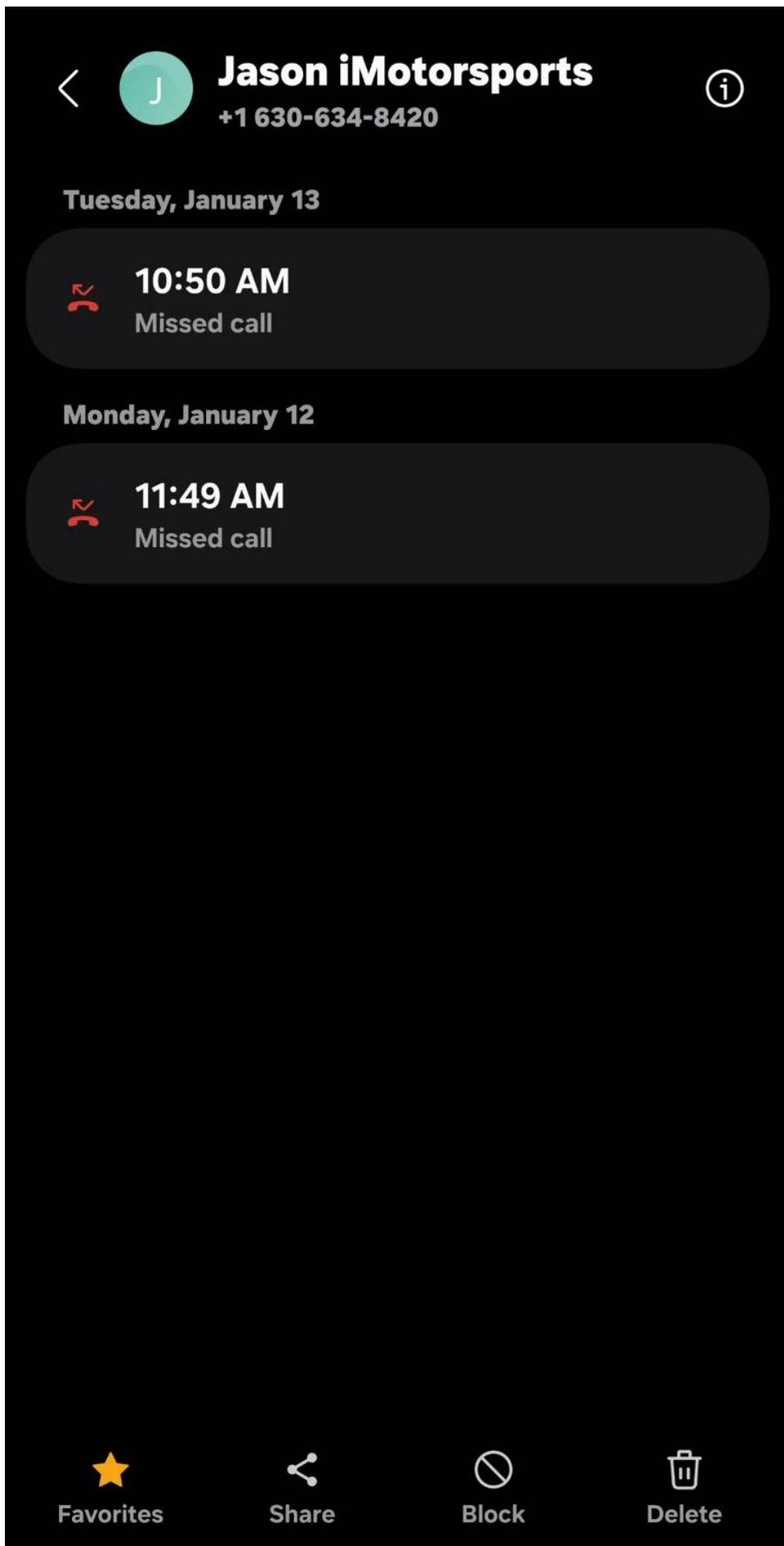
**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT Z

Jason Call Log (January 12-13, 2026 — ADA Violations)

Date: 01/12-13/26



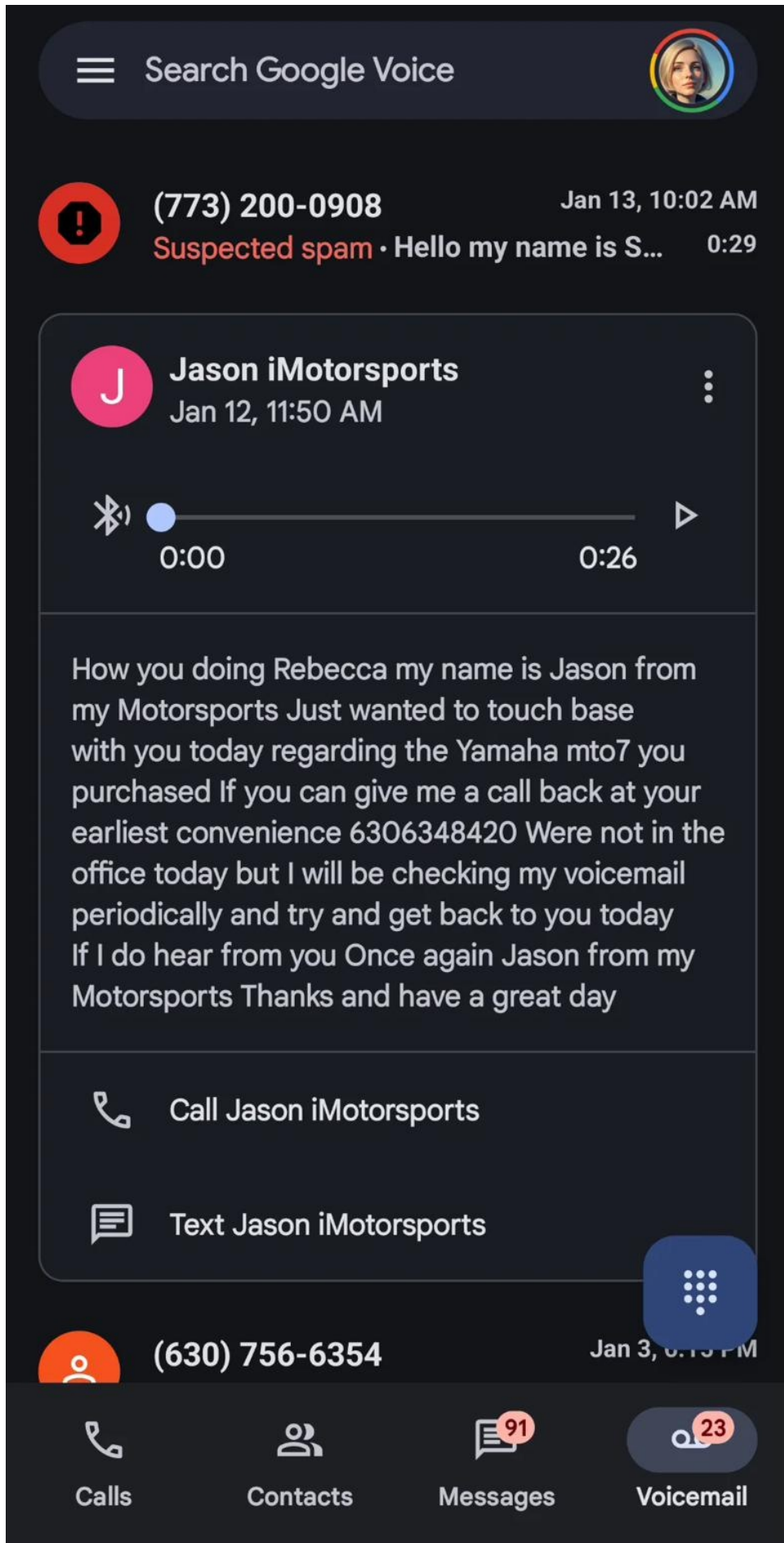
**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT AA

Jason Voicemail Transcript (January 12, 2026)

Date: 01/12/26



**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Brewis v. iMotorsports, Inc.

EXHIBIT BB

Jason Voicemail Transcript (January 13, 2026)

Date: 01/13/26

