

Writer's direct phone  
(312) 460-5569  
Writer's e-mail  
jvick@seyfarth.com

December 21, 2017

**VIA FEDERAL EXPRESS AND EMAIL**

Christopher Stoller  
415 Wesley, Apt. 1  
Oak Park, IL 60302  
cns40@hotmail.com

Re: Stoller v. JAMS, et al., No. 2017 L 001177 (Circuit Court of DuPage County, Illinois, filed October 24, 2017)

Mr. Stoller:

As you know, we represent Nissan North America, Nissan Motor Acceptance Corporation, Nissan-Infiniti LT, Kent Bowersock, Bianca Roberts and Irma Guterrez ("Domestic Nissan Defendants") in connection with the above-referenced lawsuit, which among other things, seeks to vacate a September 11, 2017 arbitration award entered in favor of my clients, JAMS Case No. 1340013103.

It has come to our attention that, on December 18, 2017, you filed with the Court an Affidavit of Service of Summons and Complaint ("Affidavit"). The Affidavit contains an image of Mr. Bowersock's business card and falsely states that Mr. Bowersock agreed to accept service for the Domestic Nissan Defendants, as well as several other foreign Nissan entities and individuals, namely Hiroto Saikawa, Nissan Motor Company, Ltd., Carlos Ghosn, and Roland Kreuger ("Foreign Nissan Defendants"), who were not involved in the underlying arbitration. You also claim that Mr. Bowersock agreed to accept service for an individual named "Nobao Araki."

You did not serve us with a copy of this Affidavit.

Mr. Bowersock and I have repeatedly informed you that he never agreed to accept service for any of the Domestic or Foreign Nissan Defendants or "Nobao Araki" and that I do not have authority to accept service on their behalf. (*See, e.g.*, Dec. 16-18, 2017 Emails between C. Stoller and K. Bowersock and Dec. 18-19, 2017 Emails between C. Stoller and J. Vick, attached hereto as Exhibits A and B). In your email correspondence to Mr. Bowersock dated December 16, 2017, you falsely claimed that Mr. Bowersock agreed to accept service "when [he] gave [you] his business card." (*See Ex. A*). This is also untrue.

WASHINGTON, D.C.  
SYDNEY  
SHANGHAI  
SAN FRANCISCO  
SACRAMENTO  
NEW YORK  
MELBOURNE  
LOS ANGELES  
LONDON  
HOUSTON  
CHICAGO  
BOSTON  
ATLANTA

Mr. Bowersock never discussed service with you or gave you his business card. Rather, Mr. Bowersock attended a deposition on August 14, 2017 in the underlying JAMS arbitration at which you were also present. That deposition occurred before the underlying arbitration hearing had occurred, before the underlying arbitration award had been issued and before the instant lawsuit to vacate that arbitration award was filed. At the August 14, 2017 deposition, Mr. Bowersock gave his business card to the court reporter. It is our understanding that you later obtained Mr. Bowersock's card from the court reporter.

You are now trying to use Mr. Bowersock's business card to support your false and absurd claim that he agreed to accepted service of this lawsuit before it was even filed, to threaten to file a motion for default and to force my clients to appear even though they have not been properly served.

Illinois Rule of Civil Procedure 137 provides, in relevant part, that the signature of a "party constitutes a certificate by him that he has read the pleading, motion or other document; that to the best of his knowledge, information, and belief formed after reasonable inquiry it is well grounded in fact . . . and that it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation." Your December 18, 2017 Affidavit does not comply with Rule 137 because it was not made after a reasonable inquiry, contains false statements of fact and was filed with the improper purpose of harassing my clients and deceiving the Court about service. We demand that you immediately withdraw the Affidavit and by no later than Friday, December 29, 2017.

My clients reserve all rights and remedies.

Very truly yours,

SEYFARTH SHAW LLP



Jordan P. Vick

JPV:ag

Enclosures

cc: Jessica MacGregor (jmacgregor@longlevit.com) (w/enclosures)  
Leo Stoller (ldms4@hotmail.com) (w/enclosures)  
Philip Kiss (philip\_kiss@comcast.net) (w/enclosures)  
Emily Kesler (ekesler@seyfarth.com) (w/enclosures)

# EXHIBIT A

**Vick, Jordan**

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**From:** L Stoller <ldms4@hotmail.com>  
**Sent:** Monday, December 18, 2017 1:21 PM  
**To:** Bowersock, Kent  
**Subject:** Re: Notice of filing Certificate of service and Summons  
**Attachments:** Affidavit of Kent 12-18-17.pdf

Kent Bowersock  
Attorney for Nissan North America

Re: Bowersock agreement to accept of summons and service Case No. 2017L001177 on behalf of the following defendants:

**HIROTO SAIKAWA, CEO, NISSAN MOTOR CORP, LTD., CARLOS GHOSN, NISSAN  
NORTH AMERICA, INC., NOBAO ARAKI, PRESIDENT, NISSAN INFINITI,  
LTD., ROLAND KRUEGER, PRESIDENT, NISSAN MOTOR ACCEPTANCE CORP., MARK  
KACZYNSKI, PRESIDENT, , KENT BOWERSOCK, BIANCA ROBERTS, IRMA GUITERREZ.**

**Mr. Kent Bowersock thank you for your email response. You have now stated in your email of 12-18-17 that "You did not agree to accept service and summons on behalf of any party and yourself" in the current litigation.**

**Please sign the attached affidavit, email it back to us, in order to resolve this issue by 4:00PM.**

**Cordially**

**Christopher Stoller E.D.**

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**From:** Bowersock, Kent <Kent.Bowersock@nissan-usa.com>  
**Sent:** Monday, December 18, 2017 11:43:25 AM  
**To:** C S; ldms4@hotmail.com  
**Cc:** Christian Sullivan; Ross Bartolotta  
**Subject:** RE: Notice of filing Certificate of service and Summons

Mr. Stoller – I never agreed to accept service for any person or entity in this matter, including myself. Thanks,

Kent Bowersock

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**From:** C S [mailto:cns40@hotmail.com]  
**Sent:** Saturday, December 16, 2017 10:38 PM  
**To:** Bowersock, Kent <Kent.Bowersock@nissan-usa.com>; C S <cns40@hotmail.com>; ldms4@hotmail.com  
**Subject:** Notice of filing Certificate of service and Summons

Hi Kent

Re: Stoller v. Nissan Case No. 17-L001177

You agreed to accept service and summons on behalf of the following Nissan Defendants  
**HIROTO SAIKAWA, CEO, NISSAN MOTOR CORP, LTD., CARLOS GHOSN, NISSAN  
NORTH AMERICA, INC., NOBAO ARAKI, PRESIDENT, NISSAN INFINITI,  
LTD., ROLAND KRUEGER, PRESIDENT, NISSAN MOTOR ACCEPTANCE CORP.,  
MARK KACZYNSKI, PRESIDENT, , KENT BOWERSOCK, BIANCA ROBERTS,  
IRMA GUITERREZ.**

**You were served with the initial summons and complaints on October 24, 2017.**

**You have actual and constructive notice of this law suit and you agreed to accept service of sommons and complaints when you gave me your business card.**

**You were served with the amended complaint on November 19, 2017.  
You have 28 days to answer the complaint.**

**We will move for a default judgment on December 19, 2017 if you have not filed an answer to the complaint.**

**Cordially**

**Christopher Stoller ED**

# **EXHIBIT B**

## Vick, Jordan

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**From:** Vick, Jordan  
**Sent:** Tuesday, December 19, 2017 10:56 AM  
**To:** C S  
**Cc:** waynerhine@gmail.com; Philip M. Kiss; Kesler, Emily C.; Ldms4@hotmail.com  
**Subject:** RE: Stoller v. JAMS, Inc. et al., No. 2017 L 001177 (Circuit Court, DuPage County)

Mr. Stoller,

My email was clear but let me reiterate:

- (1) Mr. Bowersock NEVER agreed to accept service on behalf of himself or any Nissan employee or entity.
- (2) Seyfarth Shaw does NOT have authority to accept service on behalf of any Nissan entity or employee.
- (3) Seyfarth Shaw represents ONLY Nissan North America, Nissan Motor Acceptance Corporation, Nissan-Infiniti LT, Kent Bowersock, Bianca Roberts and Irma Guterrez.
- (4) At this time, Seyfarth Shaw does NOT represent the following foreign individuals and entities: Hiroto Saikawa, Nissan Motor Company, Ltd., Carlos Ghosn, and Roland Kreuger. Further, Seyfarth Shaw does not know who "Nobao Araki" is and does not represent that individual.
- (5) To the extent you seek to communicate with any employee or representative of Nissan North America, Nissan Motor Acceptance Corporation, or Nissan-Infiniti LT, including Kent Bowersock, Bianca Roberts and Irma Guterrez, those communications must be made through me. You may not contact them directly. This includes any communications made to my clients regarding Hiroto Saikawa, Nissan Motor Company, Ltd., Carlos Ghosn, Roland Kreuger and "Nobao Araki."
- (6) While we will not at this time address in detail the other statements that you make about Mr. Bowersock in your email, suffice it to say that they are false.
- (7) Per my previous email, please cc Emily Kesler on all future communications. Thus far, she has not been cc'd on any of your communications despite our request.

My clients reserve all rights and remedies.

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**From:** C S [mailto:cns40@hotmail.com]  
**Sent:** Monday, December 18, 2017 4:49 PM  
**To:** Vick, Jordan <JVick@seyfarth.com>  
**Cc:** waynerhine@gmail.com; Philip M. Kiss <philip\_kiss@comcast.net>  
**Subject:** Re: Stoller v. JAMS, Inc. et al., No. 2017 L 001177 (Circuit Court, DuPage County)

Jordon

Re: Stoller v. JAMS, Inc. et al., No. 2017 L 001177 (Circuit Court, DuPage County)



You stated that your firm has agreed to represent "Nissan North America, Nissan Motor Acceptance Corporation, Nissan-Infiniti LT, Kent Bowersock, Bianca Roberts and Irma Guitierrez in connection with the litigation styled Stoller v. JAMS, Inc. et al., No. 2017 L 001177 (Circuit Court, DuPage County)"

Kent Bowersock, who has a reputation for exaggerating the facts, had previously stated, that as in house counsel for Nissan North America, that he would agree to accept service for not only the parties that your firm has agreed to accept service, for but for all the additional Nissan defendants named in the DuPage County law suit.

**HIROTO SAIKAWA, CEO, NISSAN MOTOR CORPLTD., CARLOS GHOSN, AMERICA, INC., NOBAO ARAKI, PRESIDENT, ROLAND KRUEGER**

So the record is clear, in this case you and your firm our new players and have no first hand knowledge of what Mr. Kent Bowersock previously stated or didn't state ,as it relates to whom he would agree to accept service for. We intend to get Mr. Bowersock under oath in order for the court to know exactly whom Mr. Bowersock had agreed to accept service, which is not limited to the parties that your firm has now selected to represent.

Right out of the gate Mr. Bowersock has engaged in professional misconduct that courts do not tolerate.

We would prefer not to be forced to litigate this case, also before the Federal Attorney Disciplinary commissions and ARDC.

We intend to move for a default against HIROTO SAIKAWA, CEO, NISSAN MOTOR CORPLTD., CARLOS GHOSN, AMERICA, INC., NOBAO ARAKI, PRESIDENT, ROLAND KRUEGER.

Please advise if your firm will also be representing :

**HIROTO SAIKAWA, CEO, NISSAN MOTOR CORP LTD., CARLOS GHOSN, AMERICA, INC., NOBAO ARAKI, PRESIDENT, ROLAND KRUEGER**, so this case can just be litigated regarding the facts and the relevant law and not on the law licenses of attorneys who bring the legal profession into disrepute.

Please advise by 12:Noon December 19, 2017 as to what the position of Nissan North American will be, as to accepting service on all of the Nissan Defendants name in our complaint and not merely cherry picking certain defendants, when your client Kent Bowersock has agreed to accept service on behalf of "all Nissan Defendants" in the DePage County Law suit. Or does Mr. Bowersock intend to perjury himself when we get him under oath?

Cordially

Christopher Stoller ED

[www.equaljusticeparty.org](http://www.equaljusticeparty.org)

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## EQUAL JUSTICE PARTY - EQUAL JUSTICE PARTY

[www.equaljusticeparty.org](http://www.equaljusticeparty.org)

CHICAGO-(JE) A better Government Association investigation has found that Mayor Rahm Emanuel had appointed another worthless, unqualified person, political "hack ...

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**From:** C S  
**Sent:** Monday, December 18, 2017 3:46:06 PM  
**To:** Vick, Jordan  
**Cc:** [waynerhine@gmail.com](mailto:waynerhine@gmail.com); Philip M. Kiss  
**Subject:** Re: Stoller v. JAMS, Inc. et al., No. 2017 L 001177 (Circuit Court, DuPage County)

Jordan Vick

Re: Stoller v. Jams- Acceptance of Service on behalf of Nissan North America, Nissan Motor Acceptance Corporation, Nissan-Infiniti LT, Kent Bowersock, Bianca Roberts and Irma Guterrez Case No. 2017 L001177

We have a long history of working with the Seyfarth Shaw LLP over a 25 years period of time and look forward to this current contest.

We welcome you and your law firm to the current controversy.

In all your communications, filings please email copies to:

[cns40@hotmail.com](mailto:cns40@hotmail.com)  
[ldms4@hotmail.com](mailto:ldms4@hotmail.com)

Most Cordially

Christopher Stoller ED  
[www.equaljusticeparty.com](http://www.equaljusticeparty.com)  
[www.rentamark.net](http://www.rentamark.net)



Americans for the Enforcement of  
Attorney Ethics

[www.rentamark.net](http://www.rentamark.net)

CHICAGO (AEAE) An attorney's reputation lives a very real existence apart from the attorney. It represents the collective mental construct everyone but the attorney ...

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**From:** Vick, Jordan <[JVick@seyfarth.com](mailto:JVick@seyfarth.com)>  
**Sent:** Monday, December 18, 2017 2:17 PM  
**To:** 'ldms4@hotmail.com'; 'cns40@hotmail.com'  
**Cc:** Kesler, Emily C.; 'csulliva@smbtrials.com'; 'rbartolotta@smbtrials.com'  
**Subject:** Stoller v. JAMS, Inc. et al., No. 2017 L 001177 (Circuit Court, DuPage County)

Mssrs. Christopher and Leo Stoller,

Please be advised that Seyfarth Shaw LLP has been retained to represent Nissan North America, Nissan Motor Acceptance Corporation, Nissan-Infiniti LT, Kent Bowersock, Bianca Roberts and Irma Guterrez in connection with the litigation styled Stoller v. JAMS, Inc. et al., No. 2017 L 001177 (Circuit Court, DuPage County). From here forward, all correspondence regarding this litigation must be sent to me and my associate, Ms. Emily Kesler, cc'd here. You are no

longer permitted to contact Mr. Bowersock or any other Nissan employee or entity directly.

We are in receipt of your email dated December 16, 2017, which threatens to file a Motion for Default against my clients, and December 18, 2017, which requests that Mr. Bowersock sign an affidavit which you have prepared for him in order to purportedly "resolve this issue."

Mr. Bowersock will not be signing the affidavit that you have prepared because there is nothing to resolve. As Mr. Bowersock indicated, he never agreed to accept service on behalf of himself or any other Nissan employee or entity. And, to be clear, I do not have authority to accept service on their behalf. Any Motion for Default which you attempt to file will be, at best, a legal nullity.

My clients reserve all rights and remedies.

Jordan Vick | Partner | Seyfarth Shaw LLP  
233 S. Wacker Drive | Suite 8000 | Chicago, Illinois 60606-6448  
Direct: +1-312-460-5569 | Mobile: +1-773-909-3988 | Fax: +1-312-460-7000  
[jvick@seyfarth.com](mailto:jvick@seyfarth.com) | [www.seyfarth.com](http://www.seyfarth.com)

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