

STATE OF ILLINOIS COUNTY OF KANE  
IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT

*Theresa E. Barreiro*  
Clerk of the Circuit Court  
Kane County, Illinois  
4/1/2022 5:33 AM  
FILED/IMAGED

CHRISTOPHER STOLLER and )  
LEO STOLLER, MICHAEL STOLLER, )  
)  
)  
Plaintiffs, )

v. )

Case Number 2022-LA-000123

KUNES CHEVROLET BUICK GMC OF )  
LAKE GENEVA, INC., GREG KUNES, )  
PRESIDENT, ADAM ZERBACK, )  
GENERAL MANAGER, NICOLE PIETER, )  
JON MULLEN, GENERAL SALES )  
MANAGER, STEPHEN GASPAREK, )  
SALES ASSOCIATE, )  
Defendants. )

**DEMAND FOR JURY TRIAL**

**COMPLAINT AND DEMAND FOR JURY TRIAL**

COMES NOW, Christopher Stoller and Leo Pro Se Plaintiffs, and for their Breach of Contract against Defendants Kunes Chevrolet Buick GMC of Lake Geneva, Inc., Greg Kunes, President of Kunes Chevrolet, Adam Zerback, General Manager of Kunes Chevrolet, Nicole Pieter, Jon Mullen, General Sales Manager of Kunes Chevrolet, Stephen Gasperek, Sales Associate of Kunes Chevrolet, now states as follows:

**PARTIES**

1. Christopher Stoller resides in the State of Illinois. Leo Stoller and Michael Stoller have standing as third-party beneficiaries in this cause of action.

2. Kunes Chevrolet Buick, Greg Kunes, Adam Zerback, Nicole Pieter, Stephen Gasperek, (herein referred to as "Kunes Defendants") are located and conduct business in the State

of Illinois.

NOTICE  
BY ORDER OF THE COURT THIS CASE IS HEREBY SET FOR  
CASE MANAGEMENT CONFERENCE ON THE DATE BELOW.  
FAILURE TO APPEAR MAY RESULT IN THE CASE BEING  
DISMISSED OR AN ORDER OF DEFAULT BEING ENTERED.

Judge: Pheanis, Mark A <sup>1</sup>  
6/23/2022 9:00 AM

3. At all times mentioned herein, Defendants Kunes Chevrolet Buick, Greg Kunes, Adam Zerback, Nicole Pieter, Stephen Gasparek, were all authorized and empowered by each other to act, and did so, as agents of each other and all the issues that the Plaintiffs allege were done by them in the capacity of such agency. Upon information and belief, all of the Defendants are responsible for the events described herein and are liable to the Plaintiffs for the damages they have incurred.

### **JURISDICTION**

This court has proper jurisdiction over this cause of action. Plaintiffs reside in the State of Illinois. Defendants do business in the State of Illinois and this cause of action was negotiated in the State of Illinois.

This court is the proper court for trial in this cause of action. Kunes Defendants are subject to this court's jurisdiction pursuant to the Long-Arm Statute; see, *e.g.*, *Old Orchard Urban Ltd. P'ship v. Harry Rosen, Inc.*, 389 Ill. App. 3d 58, 64 (1<sup>st</sup> Dist. 2009) and *Keller*, 359 Ill. App. 3d at 611.

### **NATURE OF THIS CAUSE OF ACTION**

Plaintiff Christopher Stoller always dreamed of owning a brand-new Corvette when finally, he had the means to own one. He was so thrilled that he began to google dealerships. Kunes Chevrolet caught his eye because he read how the President Greg Kunes was a religious man, and his motto for his dealerships was, "Faith, Family, and Giving Back". This convinced Plaintiff Stoller that this was the only place to buy a vehicle from. He believed all that Greg Kunes' vision for his dealerships entailed. There was no way that with Mr. Kunes religious beliefs that Plaintiff Stoller would have any kind of issues when buying a vehicle from Kunes Chevrolet.

So, Plaintiff Stoller took a chance and contacted Kunes Chevrolet because he thought and was under the impression, that all of Mr. Kunes employees were honest, sincere, and would never

steer their customers wrong or treat them badly in any way. To top it off, they make the statement of “no fear”, so Plaintiff Stoller was sold and decided this was the only place he would shop for his new vehicle.

To Plaintiff Stoller’s surprise, the motto that President Greg Kunes advertises is not what they practice there. There is no faith when it comes to dealing with this company, family does not matter to them, and giving back means nothing. They are wolves in sheep’s clothing.

## COUNT I

### BREACH OF CONTRACT

1. Defendants defaulted in the performance of the terms, conditions, and stipulation of the above referenced contract.

2. All conditions precedent to the Defendants’ obligations were due and owing at the time of the default.

3. The breach of contract by the Defendants was without an arguable basis and was accompanied by conduct so willful and so grossly negligent as to constitute an independent tort.

4. Plaintiff Christopher Stoller has always dreamed on owing a brand-new Corvette and he finally had the means to purchase his dream car.

5. He contacted Kunes Chevrolet and let them know he was shopping on their online website for a brand new 2022 Corvette.

6. Plaintiff found a brand new 2022 Corvette online and picked out all the options that he wanted his new vehicle to have “**Exhibit A**” and wrote them done so there would be no confusion about the options that he wanted on his new vehicle.

7. Plaintiff Stoller contacted Kunes Chevrolet and spoke with salesman Defendant Gasparek to let him know that he would be coming in to discuss the purchase of the new vehicle

and he was also bringing a handwritten list of the options that he specifically wanted his new vehicle to have.

8. Upon Plaintiff's arrival at Kunes Chevrolet he met with Defendant Gasparek and Plaintiff discussed with him the specifics of the vehicle and gave the list that he wrote out with the options to Defendant Gasparek. Defendant Gasparek examined the list and approved all of the options that Plaintiff Stoller wanted and signed off on the list. Plaintiff Stoller then gave the approved option list to the sales manager, Defendant Zerbach.

9. The parties then signed the contract for the brand new 2022 Corvette, that Plaintiff Stoller was purchasing from Kunes Chevrolet online site, with all the options that Plaintiff Stoller had picked out. This was now a valid and legally binding contract, so the Plaintiff thought.

10. Defendant Zerbach sent the legally binding, valid, and enforceable Bill of Sale "**Exhibit B**" to Plaintiff Stoller and which was executed on April 5, 2021, however, the Bill of Sale that was sent to Plaintiff Stoller was not signed.

11. On May 15, 2021, Plaintiff Stoller emailed Defendant Zerbach and Defendant Mullen, an Affirmation "**Exhibit C**" affirming that his order for the 2022 Corvette with all his options that he picked out, would be placed on July 1, 2021, at 9:00 a.m., with General Motors first thing in the morning so he would not miss the chance to own his dream car.

12. On June 26, 2021, to ensure that his new vehicle would be ordered, Plaintiff Stoller sent another email reminding Defendant Zerbach to place the order for Plaintiff Stoller's new 2022 Corvette first thing on July 1, 2021, at 9:00 a.m., as the General Motor were accepting orders for the 2022 Corvette and Plaintiff Stoller did not want to miss his chance of getting his dream vehicle; see "**Exhibit D**" email exchange between Plaintiff Stoller and Defendant Adam Zerbach.

13. Plaintiff performed all the necessary steps in securing his new vehicle and assumed that the Kunes Defendants did as well. It was supposed to be smooth sailing from thereout until he had possession of his new vehicle.

14. When Plaintiff was called by the Defendants to pick-up his brand new 2022 Corvette from Kunes Chevrolet Plaintiff Stoller was beyond excited because at last, he was finally going to own the car that he dreamed of owning his whole entire life.

15. When Plaintiff Stoller went to pick up his new vehicle, it was not even on Kunes Chevrolet's lot it was off the Defendant's premises.

16. Then when Plaintiff Stoller examined his new vehicle, to his surprise none of the options that he wanted and that were approved by Defendants Gasparek and Zerbach were added to the vehicle.

17. The vehicle that the Defendants ordered for Plaintiff Stoller was just a basic model with basic features. This is not what the Plaintiff wanted nor what was agreed upon between the parties.

18. Defendants breached the contract again on or about July 2, 2021, when Defendant Nicole Pieper emailed Plaintiff Stoller and told him that even though they had an iron clad and legally binding contract for the price of the new Corvette that he purchased off site, that it was basically null and void because it did not include pricing for the 2022 models "**Exhibit E**".

19. Defendant Zerbach told Plaintiff Stoller that he was not in possession of a signed contract for the vehicle and if he wanted the vehicle, he would have to pay another \$8,000.00. To Defendant Zerbach's surprise, Plaintiff Stoller was in possession of a signed contract which he forwarded to the Defendants.

20. Plaintiff Stoller made it very clear to the Kunes Defendants from the start, that the only vehicle he wanted to purchase was a brand new 2022 Corvette. The parties discussed the

pricing for the new 2022 Corvette and Plaintiff Stoller possessed a valid and legally binding contract that was executed by all parties.

21. At no time was there ever a discussion by the parties that the price would increase and that Plaintiff Stoller would be liable for the difference in the pricing between the 2021 and 2022 Corvettes. This clearly breached the contract that the parties had; *Bruening Rock Products, Inc. v. Hawkeye International Trucks*, No. 14-1215 (July 22, 2015).

22. Plaintiff Stoller emailed Defendant Pieper to let her know that he did not accept her email and that he would allow Kunes to fix the pricing issues prior to his filing a lawsuit.

23. Kunes did not respond to Plaintiff Stoller's email, nor did they contact him in any way.

24. When Plaintiff Stoller went into Kunes Chevrolet to discuss this matter, he was told by the Defendants to, "get the hell out and never come back." Now, how was Plaintiff Stoller supposed to do that when his new vehicle was to be serviced at Kunes Chevrolet.

25. As a direct and proximate result of the breach of contract by the Defendants, Plaintiff has suffered damages in an amount not yet ascertained but said damages will not exceed \$65,000.00.

1. Under Illinois law, there are four elements to a breach of contract claim: (1) the existence of a valid and enforceable contract; (2) performance by the plaintiff; (3) breach of contract by the defendant(s); and (4) resultant injury to the plaintiff; *Gallagher Corp. v. Russ*, 309 Ill. App. 3d 192, 199, 741 N.E.2d 605, 611 (Ill. App. 1999).

2. In August of 2019, Kunes Chevrolet was cited by State Regulators for having unlicensed salespeople working for them. This included not honoring legally valid and binding contracts that consumers signed "**Exhibit F**".

3. Other sanctions that Kunes Chevrolet was cited for were failing to provide customers with a three-day notice for the right to cancel the sales transaction if they are not completely satisfied. Defendants never once mentioned nor did they advise Plaintiff Stoller that he had a three-day notice in which he could return the vehicle if he was not fully satisfied.

4. Plaintiff Stoller did in fact contact the Defendants right after he examined the vehicle and drove the vehicle, that he was not happy and was totally unsatisfied with this purchase, and wanted to give the vehicle back, but they never once called or emailed him back.

5. Michael Domke, from the Division of Motor Vehicles Dealer and Agent Section Chief, stated if there were other violations after the August 7, 2019 violation, then Kunes Chevrolet would have their business license suspended.

6. Since the Defendants clearly violated Mr. Domke's instructions regarding future violations, their business license should be suspended.

7. As a direct and proximate result of the Defendants' wrongful conduct as described in this Complaint, Plaintiffs has suffered and continues to suffer damages.

8. The exact amount of these damages is unknown at this time.

9. Moreover, the Defendants' wrongful conduct constitutes bad faith and involves such willfulness and maliciousness that it rises to the level of an independent tort or torts, thus, entitling the Plaintiffs to recover punitive damages from the Defendants.

WHEREFORE, Plaintiff requests that this honorable court issue an Order of Judgment against the Kunes Defendants in an amount sufficient to adequately compensate Plaintiff Christopher Stoller and for all other just and proper relief in the premises of this Complaint together with costs and disbursements herein, and not more than \$65,000.00.

## **COUNT II**

### **BREACH OF IMPLIED-IN-FACT CONTRACT**

10. Plaintiffs repeat, replead, and reallege every allegation set forth in Paragraphs 1-34 inclusive of this Complaint as set forth herein; *Lencioni v. Brill*, 50 Ill.App.3d 802, *J.L. Watts Co. v. Messing*, 111 Ill.App.3d 937 (1982); *Berggren vs. Hill*, (1st District, May 18, 2010), 401 Ill.App.3d 475, 928s N.E.2d 1225.

11. Defendants' words to and conduct towards the Plaintiff constitutes an intentional tort.

12. Defendants breached the contract without good cause and in bad faith.

13. The breach by the Defendants of their promise to keep the contract that was fully executed by all parties was willful or grossly negligent, and was done with malice, insult, and abuse that it constitutes an independent tort, thus, entitling the Plaintiffs to recover punitive damages as well as actual damages.

WHEREFORE, Plaintiffs requests that this honorable court issue an Order of Judgment against the Kunes Defendants in an amount sufficient to adequately compensate Plaintiff Christopher Stoller and for all other just and proper relief in the premises of this Complaint together with costs and disbursements herein, and not more than \$65,000.00.

### **COUNT III**

#### **BREACH OF IMPLIED CONVENANT OF GOOD FAITH AND FAIR DEALING**

14. Plaintiffs repeat, replead, and reallege every allegation set forth in Paragraphs 1-38 inclusive of this Complaint as set forth herein; *Lencioni v. Brill*, 50 Ill.App.3d 802, *J.L. Watts Co. v. Messing*, 111 Ill.App.3d 937 (1982); *Berggren vs. Hill*, (1st District, May 18, 2010), 401 Ill.App.3d 475, 928s N.E.2d 1225.

15. Defendants breached the above-described contract for reasons incompatible with good faith and fair dealing, and as a direct, foreseeable, and proximate result, the Plaintiffs suffered and continue to suffer damages.

16. The breach of contract was wholly unsupported by any arguable reasons, was willful, malicious, and in bad faith.

WHEREFORE, Plaintiffs requests that this honorable court issue an Order of Judgment against the Kunes Defendants in an amount sufficient to adequately compensate Plaintiff Christopher Stoller and for all other just and proper relief in the premises of this Complaint together with costs and disbursements herein, and not more than \$65,000.00.

#### COUNT IV

#### SPECIFIC PERFORMANCE

17. Plaintiffs repeat, replead, and reallege every allegation set forth in Paragraphs 1-41 inclusive of this Complaint as set forth herein; *Lencioni v. Brill*, 50 Ill.App.3d 802, *J.L. Watts Co. v. Messing*, 111 Ill.App.3d 937 (1982); *Berggren vs. Hill*, (1st District, May 18, 2010), 401 Ill.App.3d 475, 928s N.E.2d 1225.

18. This action involves a legally valid and binding contract between the parties in which the Plaintiff was requesting that the Kunes Defendants order Plaintiff's brand new 2022 Corvette from General Motors with all the options that were discussed and listed in the handwritten list that Defendant Gasparek approved and signed.

19. Plaintiff Stoller emailed Defendant Adam Zerbach on June 26, 2021, requesting that Defendant Zerbach order his new 2022 Corvette first thing on July 1, 2021, at 9:00 a.m., as the General Motor Defendants were accepting orders for the 2022 Corvette and Plaintiff Stoller did not want to miss his chance of getting his dream vehicle; see "**Exhibit D**" email exchange between Defendant Adam Zerbach.

20. Pursuant to Illinois Law– Buyer's right to specific performance or replevin it states the following:

(1) Specific performance may be decreed where the goods are unique or in other proper circumstances.

(2) The decree for specific performance may include such terms and conditions as to payment of the price, damages or other relief as the court may deem just.

(3) The buyer has a right of replevin for goods identified to the contract if after reasonable effort the buyer is unable to effect cover for such goods or the circumstances reasonably indicate that such effort will be unavailing or if the goods have been shipped under reservation and satisfaction of the security interest in them has been made or tendered. In the case of goods bought for personal, family, or household purposes, the buyer's right of replevin vests upon acquisition of a special property, even if the seller had not then repudiated or failed to deliver.

21. Monetary damages are inadequate to remedy this situation.

WHEREFORE, Plaintiff requests that this honorable court issue an Order granting Specific Performance and order the Kunes Defendants to deliver a brand new 2022 Chevrolet Corvette with the original options that were agreed to and signed off on by Defendant Gasparek, delivered to Plaintiff Christopher Stoller directly.

## **COUNT V**

### **NEGLIGENT HIRING, NEGLIGENT SUPERVISION, AND NEGLIGENT RETENTION**

22. Plaintiffs re-state, re-allege, and re-plead Paragraphs 1-46 as though fully set forth herein.

23. Negligent hiring, negligent supervision, and negligent retention are all direct causes of action against the employer for its misconduct in failing to reasonably hire, supervise, or retain the employees.

24. Let it be known again, that Kunes was cited in August of 2019 by the State Regulators that they were hiring unlicensed sales people.

25. Kunes hired Defendants Adam Zerbach, Nicole Peters, Jon Mullen, and Stephen Gasparek all of whom were directly involved in the sale of the Corvette to Plaintiff Stoller.

26. These Defendants all had their hands in the deal that would turn out to be a fraudulent deal with the Plaintiff.

27. The signed and binding contract that the parties signed meant nothing to the Defendants as they demanded more money from Plaintiff Stoller than what was agreed upon in the signed contract.

28. When Plaintiff Stoller went into Kunes to discuss this matter, Defendant Zerbach hid in Defendant Gasparek's office and he was blatantly told to "get the hell out of here and never come back". Now how would that be possible when Plaintiff Stoller was to have his vehicle serviced at Kunes Chevrolet.

29. When Plaintiff Stoller got into the vehicle he had no clue how to operate the sophisticated vehicle and salesman Defendant Gasparek was nowhere in sight to show him.

30. Defendants Gasparek and Zerbach just washed their hands of Plaintiff Stoller leaving him on his own to figure out how to operate this new vehicle. Plaintiff Stoller had to walk all the way back, since the Defendants parked the vehicle off premises and far from their building, it took Plaintiff Stoller awhile to walk back to the building to speak with salesman Defendant Gasparek.

31. Once inside Kunes Chevrolet, Plaintiff Stoller noticed that Defendant Gasparek was hiding behind a desk in Defendant Zerbach's office. No one would help or inform Plaintiff Stoller on how to operate the vehicle and it took Plaintiff Stoller a long time to figure out how to operate it.

32. In no way shape or form is the Defendants' behavior and lack of professionalism acceptable, especially to a senior citizen.

33. Defendant Greg Kunes, who is the President of Kunes wants the public to believe that he has a whole religious way of treating people and that his business operates and is devoted

to his consumers. This has proven to be false as the way all of the Defendants in this case have treated the disabled, senior citizen Plaintiff.

34. Since Kunes advertises its motto of, “Faith, Family, and Giving Back”, it seems that Defendants Zerbach and Gasparek do not abide by this motto, and Defendant Greg Kunes, who is the President of Kunes is not enforcing his motto, therefore, makes this motto nothing but false promises and empty statements.

35. Lack of the proper supervision in this case has caused the employees to disregard what Kunes advertises that it is all about, including but not limited to:

- a. Employees who fail to effectively communicate with potential buyers about what is entailed in the contracts they are signing.
- b. Lack of supervision and in fact no supervision causes the Kunes Defendants to act in a belligerent manner to Plaintiff Stoller.
- c. Supervision which encourages employees to provide false or misleading contracts to consumers.
- d. Supervision of employees who fail to honor what the company’s motto is and what the company stands for.
- e. Preparing false and fraudulent contracts which they get the consumer to sign and then force the consumer to pay more than what they signed for.

61. Defendants Kunes Chevrolet and President Greg Kunes, lacked control over its employees and supervision of their employees, including but not limited to:

- a. Assessment of unauthorized fees and charges.
- b. Inadequate staffing of internal controls related to customer service.
- c. Deficiencies in document maintenance process.
- d. Deficiencies in management control and supervision necessary to ensure compliance with applicable laws and regulators.
- e. Preparing false documents to justify over charging customers for the purchase of their vehicles.

62. All of the Defendants charged herein are well aware of these deficiencies that combined amount to nothing less than a criminal enterprise and all of the Defendants aided and abetted Kunes Chevrolet and President Greg Kunes to conduct their Illinois State RICO Act.

WHEREFORE, Plaintiffs requests that this honorable court issue an Order of Judgment against the Kunes Defendants in an amount sufficient to adequately compensate Plaintiff Christopher Stoller and for all other just and proper relief in the premises of this Complaint together with costs and disbursements herein, and not more than \$65,000.00.

### **COUNT VI**<sup>1</sup>

#### **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

63. Plaintiffs re-state, re-allege, and re-plead Paragraphs 1-62 as though fully set forth herein.

64. The Defendants' conduct is so extreme and outrageous by trying to charge the Plaintiff more for a vehicle he purchased when all the parties signed a legally valid and binding contract and considering that the Plaintiff is a disabled person.

65. Said conduct of the Defendants goes beyond all possible pound of decency; *Public Finance Corporation v. Davis*, 66 Ill. 2d 85, 90.

66. Said conduct has caused the Plaintiffs to endure physical and emotional illness and because of Defendant's misconduct, the Defendant caused direct injury to the Plaintiff.

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<sup>1</sup>Four elements must be present for intentional infliction of emotional distress to exist (1) defendants acted intentionally or recklessly; (2) defendants' conduct was extreme and outrageous; (3) defendants' act is the cause of the distress; and (4) plaintiff suffers severe emotional distress because of the defendants' conduct. All four of these elements are present in the case at bar.

67. Defendant recklessly or consciously disregarded the probability of causing emotional distress to Plaintiff who is disabled, and a direct injury and should not have to endure such conduct.

68. As a direct and proximate cause of the Defendant's behavior the Plaintiff has been injured. The Defendants' conduct was outrageous, wholly without legal or factual justification, malicious, and wanton and thus, entitles Plaintiffs to recover actual and punitive damages.

69. Defendants' unlawful conduct as previously described in this Complaint was known to the Defendants to be likely to produce emotional distress in the Plaintiffs and it did in fact produce emotional distress in the Plaintiff.

WHEREFORE, Plaintiff requests that this honorable court issue an Order of Judgment against the Kunes Defendants in an amount sufficient to adequately compensate Plaintiff Christopher Stoller and for all other just and proper relief in the premises of this Complaint together with costs and disbursements herein, and not more than \$65,000.00.

## **COUNT VII**

### **SENIOR CITIZEN FRAUD**

69. Plaintiffs re-state, re-allege, and re-plead Paragraphs 1-68 as though fully set forth herein.

70. Senior Citizen Fraud is an act targeting older adults in which attempts are made to deceive with promises of goods, services, or financial benefits that do not exist, were never intended to be provided, or were misrepresented. Financial exploitation is the illegal or improper use of an older adult's funds or property.

70. Three days after the purchase of the 2022 Corvette, Plaintiff Stoller called the Defendants in order to return the vehicle as it was definitely not what the Plaintiff had wanted,

ordered, or had a legally valid contract for and pursuant to Chapter 423 of the Illinois Consumer Act grants citizens the right to cancel certain consumer transactions within three business days. The right to cancel law covers transactions at fairs and trade shows as well.

71. The Defendants never called Plaintiff Stoller back or contacted him in any way, so he missed the window to return this vehicle due to the negligence of the Defendants. Plaintiff Stoller had to dispose of the vehicle himself.

72. The Defendants never once informed the Plaintiff that he had a three-day window in which he could return the vehicle if he was not completely satisfied.

73. Since the Plaintiff is a senior citizen, the Kunes Defendants thought that their scheme would work.

74. Defendants knowingly and willfully acted with malice, fraud, gross negligence, oppressiveness, unlawful retaliation which was not a result of mistake of fact or law, honest error or judgment, overzealousness, mere negligence, or other human failing but that the Defendants acted with willful and wanton misconduct, fraud, conspiring in such a manner that they were trying to charge Plaintiff Stoller thousands of dollars more for a vehicle in which he signed a contract with a set price.

75. As a direct and proximate cause of the Defendant's behavior the Plaintiff has been injured.

WHEREFORE, Plaintiff requests that this honorable court issue an Order of Judgment against the Kunes Defendants in an amount sufficient to adequately compensate Plaintiff Christopher Stoller and for all other just and proper relief in the premises of this Complaint together with costs and disbursements herein, and not more than \$65,000.00.

## COUNT VIII

### DECEPTIVE BUSINESS PRACTICES

76. Plaintiff re-states, re-alleges and re-pleads Paragraphs 1-75 as though fully set forth herein.

77. Defendants are trying to deceive the Plaintiff into making him financially responsible for charges that he did not agree to nor did he sign a contract to secure those charges for the vehicle he was to purchase.

78. Plaintiff was harmed by the Defendant's unfair and deceptive practices.

79. Plaintiff suffered damages by the Defendants unlawful collection activities. As a result of Defendants' extreme and outrageous conduct, Plaintiff has suffered and will continue to suffer mental pain and anguish, severe emotional trauma, embarrassment, and humiliation. Plaintiff Stoller was harmed by Defendants' deceptive business practices. Proximate cause of injury to the Plaintiffs was foreseeable.

80. Moreover, these unfair and deceptive practices are part of a pattern and practice of behavior in which Defendants routinely engages as part of their lucrative business model.

69. As a direct and proximate cause of the Defendants' behavior the Plaintiffs have been injured.

WHEREFORE, Plaintiffs request that this honorable court issue an Order of Judgment against the Kunes Defendants in an amount sufficient to adequately compensate Plaintiff Christopher Stoller and for all other just and proper relief in the premises of this Complaint together with costs and disbursements herein, and not more than \$65,000.00.

**AD ADAMNUN DECLARATION**

Plaintiff does not seek to recover more than a total of \$65,000.00 inclusive of damages, restitution, costs, and attorney's fees.

**BINDING STIPULATION<sup>2</sup>**

I do, hereby swear, and affirm that I do not now, and will not at any time during this case, whether it be removed, remanded, or otherwise, seek damages or restitution in the excess of \$65,000 (including of treble damages, costs, and attorney's fees) or seek damages or restitution in excess of \$65,000 or to seek punitive damages. I understand that this stipulation is binding, and it is my intent to be bound by it.

Respectfully submitted,

/s/ Christopher Stoller  
Christopher Stoller, Pro Se  
W3786 Woodlawn Drive  
Lake Geneva, WI 53147  
(773) 746-3163  
[Cns40@hotmail.com](mailto:Cns40@hotmail.com)

/s/ Leo Stoller  
Leo Stoller, Pro Se  
W3786 Woodlawn Drive  
Lake Geneva, WI 53147

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<sup>2</sup> *Sheppard, Mullin, Richter & Hampton, LLP v. J-M Manufacturing* (2016) 244 Cal. App. 4<sup>th</sup> 590.

**VERIFICATION**

Under the penalties for perjury as provided by the law under Section 1-109 of the Code for Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as much matters, the undersigned certifies as aforesaid, that I verify believe the same to be true.

Respectfully submitted,

/s/ Christopher Stoller  
Christopher Stoller, Pro Se  
W3786 Woodlawn Drive  
Lake Geneva, WI 53147  
(773) 746-3163  
[Cns40@hotmail.com](mailto:Cns40@hotmail.com)

/s/ Leo Stoller  
Leo Stoller, Pro Se  
W3786 Woodlawn Drive  
Lake Geneva, WI 53147

2022 CORVETTE

CHRIS STOLLER 773-746-

PLACE ORDER

JULY 1ST 2021

When G.M opens its  
ORDERING BOOKS

- COLOR G48 CAFFEINE METALLIC

HUU ~~HUU~~ TRIM - LEATHER ADRENALINE RED  
W/ JET BLK SEATS

FE1 - SUSPENSION CORVETTE STANDARD -

XFN ALL SEASON PERFORMANCE - TIRES

Q8P - WHIS BRIS SILVER 5-OPEN SPOKE ALUMINUM

~~AD~~ - LICENSE PLATE BRACKET FRONT

COOLING SYSTEM HEAVY DUTY -

CCC - ROOF PANEL REMOVABLE TRANSPARENT

TUS - LOW REAR SPOILER AND FRONT SPLITTER

NK4 - STEERING WHEEL SPORT

STITCH COLOR THEME ~~360~~ 385

DR2 REAR CAMERA -

UQT - PERFORMANCE DATA + VIDEO RECORDING

FRONT AND REAR VIEW VISION CAMERA

INTERNET CONNECTIVITY, MOBILE

OR  
CIST

**Nicole's letter approving ordering the car**

C S &lt;cns40@hotmail.com&gt;

Sat 7/3/2021 10:28 AM

To: C S &lt;cns40@hotmail.com&gt;

Sent from my iPhone

Begin forwarded message:

**From:** C S <cns40@hotmail.com>**Date:** July 2, 2021 at 11:57:00 AM CDT**To:** C S <cns40@hotmail.com>, kathy tucker <tuc228@yahoo.com>**Subject:** Fwd: **LEGAL NOTICE OF YOUR BREACH OF CONTRACT.**

Sent from my iPhone

Begin forwarded message:

**From:** Nicole Pieper <nicole.pieper@kunescountry.com>**Date:** July 2, 2021 at 10:19:39 AM CDT**To:** cns40@hotmail.com**Cc:** Adam Zerbach <adam@kunescountry.com>**Subject:** RE: **LEGAL NOTICE OF YOUR BREACH OF CONTRACT.****Mr. Stoller-**

I am approving the ordering of the 2022 Corvette with the options you chose, which does not include the additional equipment that has a cost associated with it, which you agreed to on the phone yesterday afternoon.

Also, as discussed yesterday, the order was written in April of 2021, before the pricing for the 2022 models were disclosed to the dealers. As of the date of writing this email, Kunes has not received the updated manufacturer MSRP for the 2022 Corvettes. You will be liable for the difference in MSRP pricing between the 2021 and 2022 models.

**Adam-**

Please go ahead and process this order today.

Thank you,

Nicole Pieper  
Corporate Paralegal  
Kunes Auto Group  
1234 E Geneva Street  
P.O. Box 546  
Delavan, WI 53115  
Direct Dial: 262-740-6412



**Faith | Family | Giving Back**

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**From:** Adam Zerbach <[adam@kunescountry.com](mailto:adam@kunescountry.com)>  
**Sent:** Friday, July 2, 2021 9:57 AM  
**To:** Nicole Pieper <[nicole.pieper@kunescountry.com](mailto:nicole.pieper@kunescountry.com)>  
**Subject:** Fwd: LEGAL NOTICE OF YOUR BREACH OF CONTRACT.

Sent from my iPhone

Begin forwarded message:

**From:** C S <[cns40@hotmail.com](mailto:cns40@hotmail.com)>  
**Date:** July 2, 2021 at 9:27:54 AM CDT  
**To:** [adam@kunescountry.com](mailto:adam@kunescountry.com)  
**Subject:** LEGAL NOTICE OF YOUR BREACH OF CONTRACT.

**PLEASE TAKE NOTICE THAT YOU  
ARE IN BREACH OF OUR CONTRACT  
TO ORDER A CORVETT ON JULY 1,  
2021 FROM GM.**

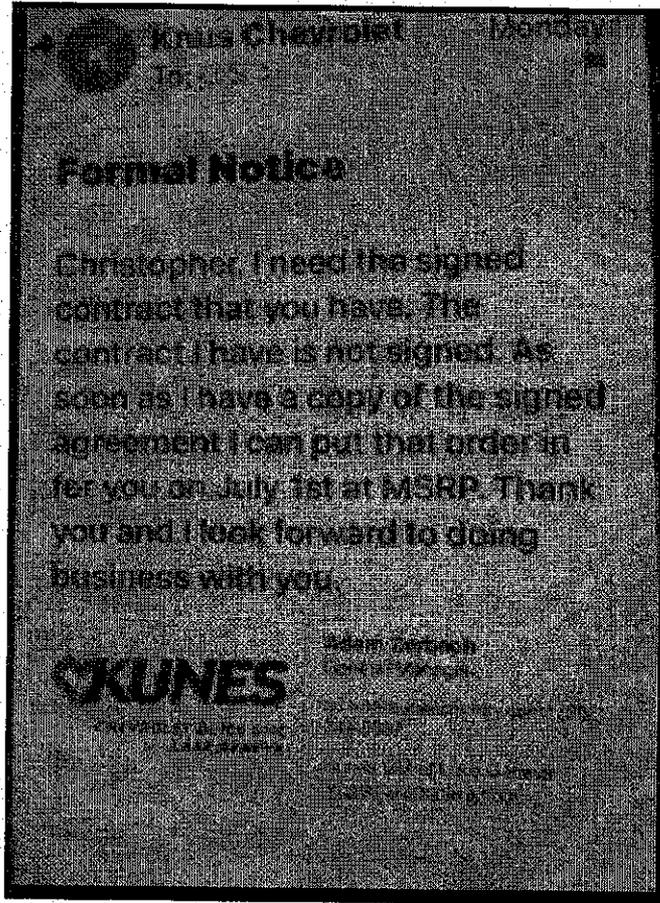
**PLAEASE TAKE NOTICE THAT UNLESS THE  
BREACH IS REMEDIED WITHIN 2 DAYS OF THIS  
EMAIL DATE. I WILL TAKE ACTION TO  
PROTECTS MY RIGHTS UNDER THE CONTRACT  
AND UNDER ANY APPLICABLE LAW AND FILE  
A LAWSUIT AGAIN YOU PERSONALLY, KUNES  
ITS OFFICERS AND DIRECTORS.**

Act Accordingly,  
Christopher N Stoller ED  
Americans for the  
enforcement of attorney  
Ethics  
Since 1974

AEAE  
[rentamark.com](http://rentamark.com)

Reply by email

Sent from my iPhone



**Fwd: Ordering Stoller Corvette 7/1/21**

C S &lt;cns40@hotmail.com&gt;

Mon 11/22/2021 11:22 PM

To: C S &lt;cns40@hotmail.com&gt;

Sent from my iPhone

Begin forwarded message:

**From:** C S <cns40@hotmail.com>**Date:** October 18, 2021 at 12:34:00 PM CDT**To:** C S <cns40@hotmail.com>, kathy tucker <tuc228@yahoo.com>**Subject:** **Fwd: Ordering Stoller Corvette 7/1/21**

We we talk I'll tell you what options Adam did not order on my car which breached the contract

Chris...

Begin forwarded message:

**From:** C S <cns40@hotmail.com>**Date:** July 2, 2021 at 8:24:08 AM CDT**To:** C S <cns40@hotmail.com>**Subject:** **Fwd: Ordering Stoller Corvette 7/1/21**

Sent from my iPhone

Begin forwarded message:

**From:** C S <cns40@hotmail.com>**Date:** June 26, 2021 at 4:01:51 PM CDT**To:** adam@kunescountry.com, C S <cns40@hotmail.com>**Cc:** C S <cns40@hotmail.com>**Subject:** **Ordering Stoller Corvette 7/1/21**

Dear Adam,

Please order my car first thing on July 1 St. 9:00am when the books opened at GM when they are excepting orders for the 2022

Corvettes because there's going to be a flood of orders going into GM for the 2022 Corvette.

1. These our the options I want on my LT 1
2. Color G48 Caffeine Metallic
3. HUU Trim Leather Adrenaline Red w/Jet Black Blk Seats
4. CCC Roof Panel removal Transparent
5. License plate bracket front
6. NKK Stearing wheel Sport
7. 38S Stitch color theme Red
8. Drz Rear Camera
- UQT Perperformactice Data and Video recorder front and rear view vision camera
9. Internet connectivity, mobile.

Adam please confirm the above by June 28, 2021 by 12:00 noon

Most Cordially,

Christopher Stoller ED

Lake Geneva WI

773-746-3163

cns40@hotmail.com

6/26/21

Steve is my salesmen.

5/25/21

KNUES CHEVROLET LAKE GENEVA, WI

ADAM ZERBACH

JON - MULLEN

DEAR GENTLEMEN

I WANT TO CONFIRM MY ORDER  
OF MY CORVETTE PLACED WITH KNUES ON  
4/5/21 AND THAT I WILL BE THE 1ST ON  
YOUR ALLOCATION LIST WHEN  
G.M. OPENS UP THERE'S ORDER'S  
IN JULY. IN CONSIDERATION OF  
MY \$ 200.00 DEPOSIT AND MY  
CAR WILL BE PLACED 1ST WITH  
G.M. WHEN THE ALLOCATION OPENS  
UP IN JULY 2021. YOU CONFIRMED  
YOU WOULD PLACE MY ORDER 1ST  
WHEN THE ALLOCATION OPENS IN JULY.  
THANK YOU

RECEIVED  
BY  
S/z 5/15/21

CHRIS STOLTER

Chris Stolter  
5/15/21

Jon Mullen  
General Sales Manager

[jon.mullen@kunescountry.com](mailto:jon.mullen@kunescountry.com)

262.249.5252 office

  
CHEVROLET BUICK GMC  
LAKE GENEVA

715 S. Wells Street  
Lake Geneva, WI 53147  
[KunesLakeGeneva.com](http://KunesLakeGeneva.com)

**Re: Signed Contract to Purchase a 2022 Corvette**

L Stoller <ldms4@hotmail.com>

Tue 6/29/2021 9:34 AM

To: adam@kunescountry.com <adam@kunescountry.com>

Adam

Please find a copy of the signed contract to purchase a 2022 Corvette from Knus Chevrolet. Please confirm that you will place the order by return email. Please add a "rear spoiler" to the rear deck. That is the only original option I want added to the Corvette. Please confirm.

Please provide the 1100 Preliminary Order , the status code

Please provide the 2000 Accepted by GM

3000 Accepted by Production Control

Please confirm receipt of the attached contract.

If you have any questions, please immediately advise by return email.

Cordially

Christopher Stoller

**Re: Signed Contract to Purchase a 2022 Corvette**

Adam Zerbach &lt;adam@kunescountry.com&gt;

Tue 6/29/2021 10:25 AM

To: L Stoller &lt;ldms4@hotmail.com&gt;

Thank you!

**Adam Zerbach**  
General Manager

adam@kunescountry.com | (262) 244-5507

Kunes GM of Lake Geneva | [kuneslakegeneva.com](http://kuneslakegeneva.com)On Tue, Jun 29, 2021 at 9:39 AM L Stoller <[ldms4@hotmail.com](mailto:ldms4@hotmail.com)> wrote:

---

**From:** L Stoller <[ldms4@hotmail.com](mailto:ldms4@hotmail.com)>**Sent:** Tuesday, June 29, 2021 9:34 AM**To:** [adam@kunescountry.com](mailto:adam@kunescountry.com) <[adam@kunescountry.com](mailto:adam@kunescountry.com)>**Subject:** Re: Signed Contract to Purchase a 2022 Corvette

Adam

Please find a copy of the signed contract to purchase a 2022 Corvette from Knus Chevrolet. Please confirm that you will place the order by return email. Please add a "rear spoiler" to the rear deck. That is the only original option I want added to the Corvette. Please confirm.

Please provide the 1100 Preliminary Order , the status code

Please provide the 2000 Accepted by GM

3000 Accepted by Production Control

Please confirm receipt of the attached contract.

If you have any questions, please immediately advise by return email.

Cordially

Christopher Stoller

---

**Stephen Gasparek**  
Sales & Leasing Consultant



Office  
**262.249.5252**

[stephen.gasparek@kunescountry.com](mailto:stephen.gasparek@kunescountry.com)

**Kunes Country Chevrolet of Lake Geneva**  
715 S. Wells Street • Lake Geneva, WI 53147  
**KunesLakeGeneva.com**

Cust # 169416



# BILL OF SALE

Salesperson: Stephen Gasparek

Purchaser:	Chris Stoller	Phone:	(773) 746-3163
Co-Purchaser:		Phone:	
Street Address:			
City:	Lake Geneva	State:	WI
		Zip Code:	53147
		County:	Walworth
Email Address:			

New    Used   Stock #: \_\_\_\_\_   Date of Order: 04/05/2021  
 Finance    Cash    Lease   Anticipated Delivery Date: 04/05/2021

	Year	Make	Model	Color	Miles	VIN Number
Purchased	2022	Chevrolet				
Trade In						
2nd Trade						

**Other Conditions of Sale:**  
*Subject to Allocation of 22 CASH*

MSRP/Retail Price:	\$ 62,700.00
Discount:	(\$ 0.00 )
Trade Allowance:	(\$ 0.00 )
Rebates:	(\$ )
Cash Difference:	\$ 62,700.00
Dealer Added Options:	
	\$
	\$
	\$
	\$
	\$
	\$
Subtotal w/ Added Options:	\$ 62,700.00
Dealer Service Fee:	\$ 399.00
State E-File Fee:	\$
Sales Tax ( %Tax Rate):	\$ 3,470.45
Title/License Fees:	\$ 279.00
Payoff:	\$ 0.00
<b>Total:</b>	<b>\$ 66,848.45</b>
Deposit on Order:	(\$ )
Additional Cash Down Due:	(\$ 0.00 )
Amount Financed/Due:	\$ 66,848.45

**THE ORDERED VEHICLE MUST BE LOCATED**  
 Mileage on Delivery will not exceed:  
 Desired trim, options, and color configuration  
 agreed upon and attached to this buyers order.  
**Order Non-Cancelable and Deposit Non-Refundable**  
**if dealer locates vehicle and customer fails to take**  
**delivery of vehicle.**

The appraisal of the trade in(s) is based on an odometer reading of up to \_\_\_\_\_ miles, and the trade in may be reappraised if it exceeds this limit.

**No oral representations are binding unless written on this form. This document supersedes any prior agreements and representations, regarding the transaction.**  
**USED VEHICLE ONLY:** "The information you see on the window form for this vehicle is part of this contract. Information on window form overrides any contrary provisions in the contract of sale."  
**NO PUBLIC LIABILITY, PROPERTY DAMAGE, OR PHYSICAL DAMAGE INSURANCE ISSUED.**

Purchaser Signature:		Date Signed:	04/05/2021	Time Signed:	06:15 PM	AM/PM:	AM
Co-Purchaser Signature:		Date Signed:	04/05/2021	Time Signed:	06:15 PM	AM/PM:	AM
Dealer Signature:		Date Signed:	04/05/2021	Time Signed:	06:15 PM	AM/PM:	AM

**LEGAL NOTICE OF YOUR BREACH OF CONTRACT.**

C S &lt;cns40@hotmail.com&gt;

Fri 7/2/2021 9:27 AM

To: adam@kunescountry.com &lt;adam@kunescountry.com&gt;

Bcc: cns40@hotmail.com &lt;cns40@hotmail.com&gt;; Chris Stoller &lt;ldms4@hotmail.com&gt;

 1 attachments (34 KB)

Kunes photo.JPG;

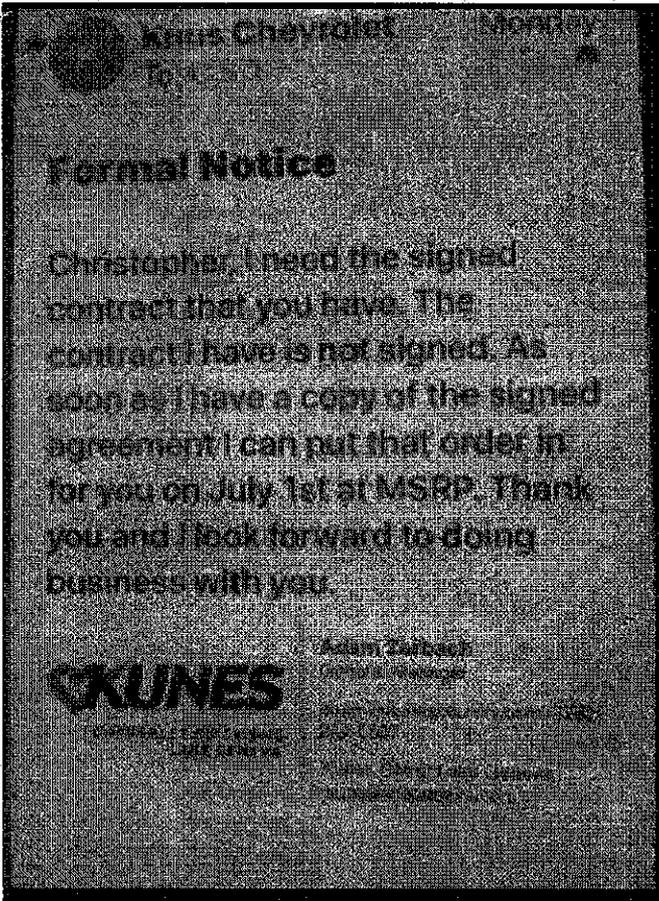
**PLEASE TAKE NOTICE THAT YOU ARE IN BREACH OF OUR CONTRACT TO  
ORDER A CORVETT ON JULY 1, 2021 FROM GM.**

**PLAEASE TAKE NOTICE THAT UNLESS THE BREACH IS REMEDIED WITHIN 2 DAYS OF THIS  
EMAIL DATE. I WILL TAKE ACTION TO PROTECTS MY RIGHTS UNDER THE CONTRACT AND  
UNDER ANY APPLICABLE LAW AND FILE A LAWSUIT AGAIN YOU PERSONALLY, KUNES ITS  
OFFICERS AND DIRECTORS.**

Act Accordingly,  
Christopher N Stoller ED  
Americans for the enforcement of attorney Ethics  
Since 1974  
AEAE  
rentamark.com

Reply by email

Sent from my iPhone





# BILL OF SALE

Salesperson: Stephen Gasperek

Purchaser:	Chris Stoller	Phone:	(773) 746-3163
Co-Purchaser:		Phone:	
Street Address:	W3786 woodland Dr		
City:	Lake Geneva	State:	WI
Zip Code:	53147	County:	Walworth
Email Address:			

New    Used   Stock #: \_\_\_\_\_   Date of Order: 10/06/2021  
 Finance    Cash    Lease   Anticipated Delivery Date: 10/06/2021

	Year	Make	Model	Color	Miles	Vin Number
Purchased	2022	Chevrolet	Corvette			1G1YA2D41NS102418
Trade in						
2nd Trade						

**Other Conditions of Sale:**

---



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**THE ORDERED VEHICLE MUST BE LOCATED**  
 Mileage on Delivery will not exceed: \_\_\_\_\_  
 Desired trim, options, and color configuration agreed upon and attached to this buyers order.  
**Order Non-Cancelable and Deposit Non-Refundable if dealer locates vehicle and customer fails to take delivery of vehicle.**

The appraisal of the trade in(s) is based on an odometer reading of up to \_\_\_\_\_ miles, and the trade in may be reappraised if it exceeds this limit.

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**USED VEHICLE ONLY:** "The information you see on the window form for this vehicle is part of this contract. Information on window form overrides any contrary provisions in the contract of sale."  
**NO PUBLIC LIABILITY, PROPERTY DAMAGE, OR PHYSICAL DAMAGE INSURANCE ISSUED.**

<b>MSRP/Retail Price:</b>	\$ 663,900.00
Discount:	(\$ 0.00 )
Trade Allowance:	(\$ 0.00 )
Rebates:	(\$ )
<b>Cash Difference:</b>	<b>\$ 663,900.00</b>
<b>Dealer Added Options:</b>	
	\$
	\$
	\$
	\$
	\$
	\$
<b>Subtotal w/ Added Options:</b>	<b>\$ 663,900.00</b>
Dealer Service Fee:	\$ 399.00
State E-File Fee:	\$
Sales Tax ( %Tax Rate):	\$ 3,536.45
Title/License Fees:	\$ 279.00
Payoff:	\$ 0.00
<b>Total:</b>	<b>\$ 668,114.45</b>
Deposit on Order:	(\$ )
Additional Cash Down Due Deposit:	(\$ 250.00 )
<b>Amount Financed/Due:</b>	<b>\$ 667,864.45</b>

Purchaser Signature:	Date Signed:	10/06/2021	Time Signed:	09:08 AM	AM/PM
Co-Purchaser Signature:	Date Signed:	10/06/2021	Time Signed:	09:08 AM	AM/PM
Dealer Signature:	Date Signed:	10/06/2021	Time Signed:	09:08 AM	AM/PM

2022 CORVETTE STINGRAY COUPE 1LT  
G48 CAFFEINE METALLIC /V10G  
HTA JET BLACK  
ORDER NO. ZTMWQM/SRE STOCK NO.  
VIN 1G1 YA2D 41 N5102418

GENERAL MOTORS LLC  
RENAISSANCE CENTER  
DETROIT MI 48243-1114  
VEHICLE INVOICE 10D20508890

\*\*\*\*\*1109\*\*\*\*\*13\*47083S

MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - SOLD
1YC07 CORVETTE STINGRAY COUPE 1LT	60900.00	56880.60	INVOICE 09/29/21
CC3 TRANSPARENT REMOVABLE ROOF PANEL	995.00	905.45	SHIPPED 09/29/21 EXP I/T 10/04/21
EYK CHROME EXTERIOR BADGE PACKAGE	100.00	91.00	INT COM 10/04/21
FE9 50-STATE EMISSIONS	N/C	N/C	PRC EFF 09/29/21
LT2 6.2L V8 DI ENGINE	N/C	N/C	KEYS Z2443 Z2443
M1L 8-SPEED DUAL CLUTCH TRANS	N/C	N/C	WFP-S QTR OPT-1
RYT FIRST AID KIT (DLR INSTALLED)	55.00	50.05	BANK: HUNTINGTON
SC7 ROOF PANEL STORAGE POUCH (DEALER INSTALLED)	170.00	154.70	CHG-TQ 47-083
S08 HIGHWAY SAFETY KIT (DEALER INSTALLED)	130.00	118.30	SHIP WT: 3448 HP: 52.9
VQK CUSTOM SPLASH GUARDS, BLACK (DEALER INSTALLED)	255.00	232.05	EMPLOY: 57689.86 SUPPLR: 60027.15 DAN: CS EMPINC: 3535.02 SUPINC: 1197.73

TOTAL MODEL & OPTIONS	62605.00	58432.15	ACT 231	57849.00
DESTINATION CHARGE	1295.00	1295.00	H/B 261	1878.15
DEALER IMR CONTRIBUTION		313.03	ADV 261	313.03
LMA GROUP CONTRIBUTION		500.00	EXP 65A	500.00

TOTAL 63900.00 60540.18 PAY 310 60540.18

MEMO: TOTAL LESS HOLDBACK AND APPROX WHOLESAL FINANCE CREDIT 57504.93

\*\*\*\*\*  
INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.  
\*\*\*\*\*

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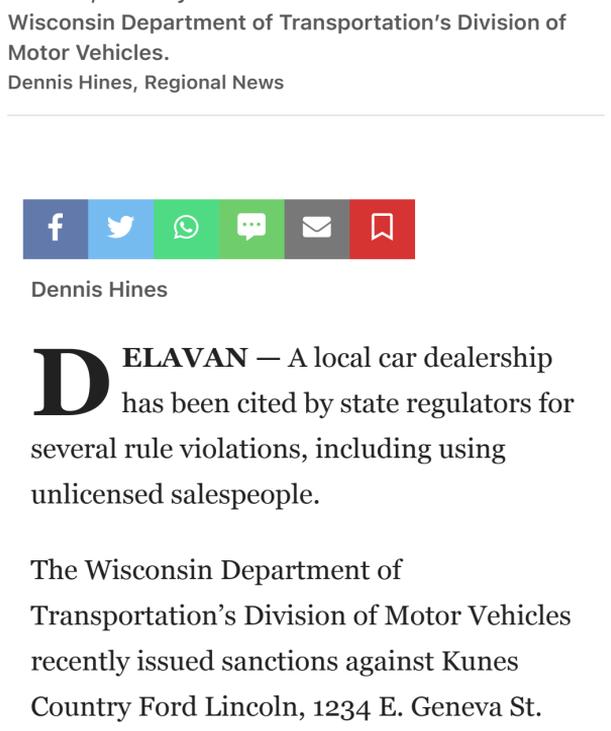
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 TECHNICAL COLLEGE  
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# State regulators cite Kunes Country for unlicensed salespeople

Dennis Hines Aug 7, 2019



Kunes Country Ford Lincoln, 1234 E. Geneva St., Delavan, recently received several sanctions from the Wisconsin Department of Transportation's Division of Motor Vehicles.

Dennis Hines, Regional News

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Dennis Hines

**D**ELAVAN — A local car dealership has been cited by state regulators for several rule violations, including using unlicensed salespeople.

The Wisconsin Department of Transportation's Division of Motor Vehicles recently issued sanctions against Kunes Country Ford Lincoln, 1234 E. Geneva St.

Michael Domke, division of motor vehicles dealer and agent section chief, said it was the first time to his knowledge that Kunes Country has received any state sanctions.

If other violations are found later, the car dealership could have its license suspended and not be allowed to do business.

"It's a serious offense," Domke said. "If this ever comes up again, it would be a suspension of their license, which is the most severe thing we do."

Jennifer Myers, marketing director for Kunes Country, said the unlicensed salespeople were temporary employees who were removed after the company learned about the state sanctions.

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"As soon as our personnel arrived, we took care and fixed it right away," Myers said. "It was a temp-to-hire situation that didn't work out. We swooped in, and our team finished the sale."

Other sanctions found that Kunes Country failed to provide customers with a three-day right to cancel notice at an off-premise sale, failed to properly reassign the title for vehicles, and had incomplete purchase contracts.

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The dealership did not receive any fines or other penalties, but was required to acknowledge the violations and agree that they would not occur again.

Domke said the sanctions stem from an off-premise sale that Kunes Country conducted in mid-June in Kenosha.

The state investigated the dealership after receiving a report from a customer who had purchased a vehicle during the off-premise sale, but who then wanted to cancel the purchase and return the vehicle.

"That's when we discovered some of the other shortcomings," Domke said.

During off-premise sales, dealerships must allow customers to return or cancel their purchase within three days of a sale. After state regulators cited Kunes Country, the dealership allowed the customer to cancel the purchase.

"They remedied the situation," Domke said. Myers confirmed that the customer's purchase was cancelled.

"The issue was resolved on-site," she said. Domke said car dealerships are allowed to conduct up to six off-premise sales a year in Wisconsin. He said very rarely are sanctions issued as a result of the sales.

During the summer, there are a lot of off-premise sales. Myers said Kunes Country conducts several off-premise sales throughout the year. "We do off-premise sales all the time," she said. "And usually, we dot all our I's and cross all our T's."

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Contact Us

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**LEGAL NOTICE OF YOUR BREACH OF CONTRACT.**

C S &lt;cns40@hotmail.com&gt;

Fri 7/2/2021 9:27 AM

To: adam@kunescountry.com &lt;adam@kunescountry.com&gt;

Bcc: cns40@hotmail.com &lt;cns40@hotmail.com&gt;; Chris Stoller &lt;ldms4@hotmail.com&gt;

 1 attachments (34 KB)

Kunes photo.JPG;

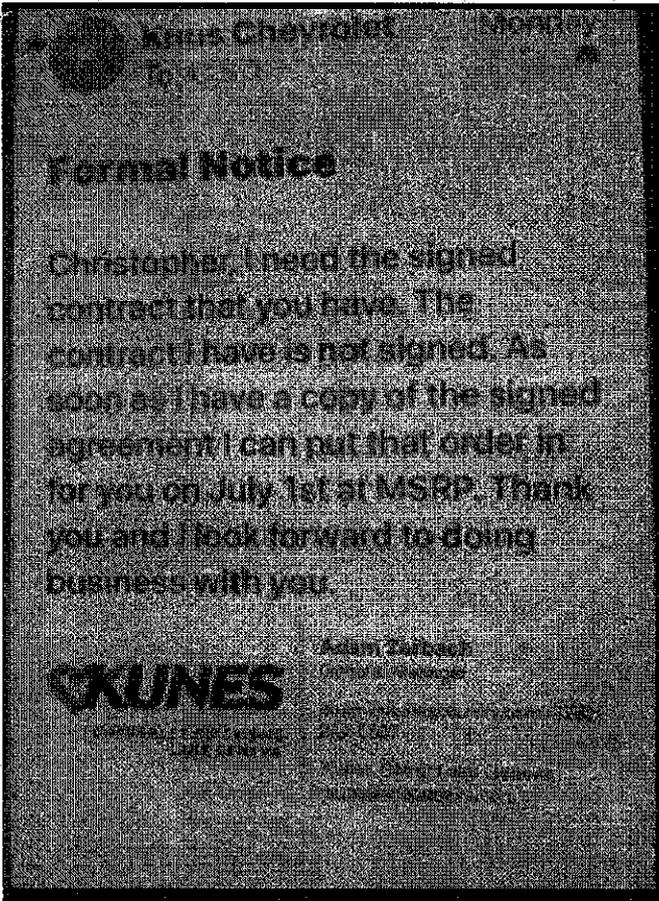
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**PLAEASE TAKE NOTICE THAT UNLESS THE BREACH IS REMEDIED WITHIN 2 DAYS OF THIS  
EMAIL DATE. I WILL TAKE ACTION TO PROTECTS MY RIGHTS UNDER THE CONTRACT AND  
UNDER ANY APPLICABLE LAW AND FILE A LAWSUIT AGAIN YOU PERSONALLY, KUNES ITS  
OFFICERS AND DIRECTORS.**

Act Accordingly,  
Christopher N Stoller ED  
Americans for the enforcement of attorney Ethics  
Since 1974  
AEAE  
rentamark.com

Reply by email

Sent from my iPhone





# BILL OF SALE

Salesperson: Stephen Gasperek

Purchaser:	Chris Stoller	Phone:	(773) 746-3163
Co-Purchaser:		Phone:	
Street Address:	W3786 woodland Dr		
City:	Lake Geneva	State:	WI
Zip Code:	53147	County:	Walworth
Email Address:			

New  Used

Stock #: \_\_\_\_\_

Date of Order: 10/06/2021

Finance  Cash  Lease

Anticipated Delivery Date: 10/06/2021

	Year	Make	Model	Color	Miles	Vin Number
Purchased	2022	Chevrolet	Corvette			1G1YA2D41NS102418
Trade in						
2nd Trade						

**Other Conditions of Sale:**

**THE ORDERED VEHICLE MUST BE LOCATED**  
 Mileage on Delivery will not exceed: \_\_\_\_\_  
 Desired trim, options, and color configuration agreed upon and attached to this buyers order.  
**Order Non-Cancelable and Deposit Non-Refundable if dealer locates vehicle and customer fails to take delivery of vehicle.**

The appraisal of the trade in(s) is based on an odometer reading of up to \_\_\_\_\_ miles, and the trade in may be reappraised if it exceeds this limit.

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**USED VEHICLE ONLY:** "The information you see on the window form for this vehicle is part of this contract. Information on window form overrides any contrary provisions in the contract of sale."  
**NO PUBLIC LIABILITY, PROPERTY DAMAGE, OR PHYSICAL DAMAGE INSURANCE ISSUED.**

<b>MSRP/Retail Price:</b>	\$	\$63,900.00
Discount:	(\$	\$0.00 )
Trade Allowance:	(\$	\$0.00 )
Rebates:	(\$	)
<b>Cash Difference:</b>	<b>\$</b>	<b>\$63,900.00</b>
<b>Dealer Added Options:</b>		
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
<b>Subtotal w/ Added Options:</b>	<b>\$</b>	<b>\$63,900.00</b>
Dealer Service Fee:	\$	\$399.00
State E-File Fee:	\$	
Sales Tax ( %Tax Rate):	\$	\$3,536.45
Title/License Fees:	\$	\$279.00
Payoff:	\$	\$0.00
<b>Total:</b>	<b>\$</b>	<b>\$68,114.45</b>
Deposit on Order:	(\$	)
<del>Additional Cash Down Due</del> <b>Deposit:</b>	(\$	\$250.00 )
<b>Amount Financed/Due:</b>	<b>\$</b>	<b>\$67,864.45</b>

Purchaser Signature:	Date Signed:	10/06/2021	Time Signed:	09:08 AM	AM
Co-Purchaser Signature:	Date Signed:	10/06/2021	Time Signed:	09:08 AM	AM
Dealer Signature:	Date Signed:	10/06/2021	Time Signed:	09:08 AM	AM

2022 CORVETTE STINGRAY COUPE 1LT  
G48 CAFFEINE METALLIC /V10G  
HTA JET BLACK  
ORDER NO. ZTMWQM/SRE STOCK NO.  
VIN 1G1 YA2D 41 N5102418

GENERAL MOTORS LLC  
RENAISSANCE CENTER  
DETROIT MI 48243-1114  
VEHICLE INVOICE 10D20508890

\*\*\*\*\*1109\*\*\*\*\*13\*47083S

MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - SOLD
1YC07 CORVETTE STINGRAY COUPE 1LT	60900.00	56880.60	INVOICE 09/29/21
CC3 TRANSPARENT REMOVABLE ROOF PANEL	995.00	905.45	SHIPPED 09/29/21 EXP I/T 10/04/21
EYK CHROME EXTERIOR BADGE PACKAGE	100.00	91.00	INT COM 10/04/21
FE9 50-STATE EMISSIONS	N/C	N/C	PRC EFF 09/29/21
LT2 6.2L V8 DI ENGINE	N/C	N/C	KEYS Z2443 Z2443
M1L 8-SPEED DUAL CLUTCH TRANS	N/C	N/C	WFP-S QTR OPT-1
RYT FIRST AID KIT (DLR INSTALLED)	55.00	50.05	BANK: HUNTINGTON
SC7 ROOF PANEL STORAGE POUCH (DEALER INSTALLED)	170.00	154.70	CHG-TQ 47-083
S08 HIGHWAY SAFETY KIT (DEALER INSTALLED)	130.00	118.30	SHIP WT: 3448 HP: 52.9
VQK CUSTOM SPLASH GUARDS, BLACK (DEALER INSTALLED)	255.00	232.05	EMPLOY: 57689.86 SUPPLR: 60027.15 DAN: CS EMPINC: 3535.02 SUPINC: 1197.73

TOTAL MODEL & OPTIONS	62605.00	58432.15	ACT 231	57849.00
DESTINATION CHARGE	1295.00	1295.00	H/B 261	1878.15
DEALER IMR CONTRIBUTION		313.03	ADV 261	313.03
LMA GROUP CONTRIBUTION		500.00	EXP 65A	500.00

TOTAL 63900.00 60540.18 PAY 310 60540.18

MEMO: TOTAL LESS HOLDBACK AND APPROX WHOLESAL FINANCE CREDIT 57504.93

\*\*\*\*\*  
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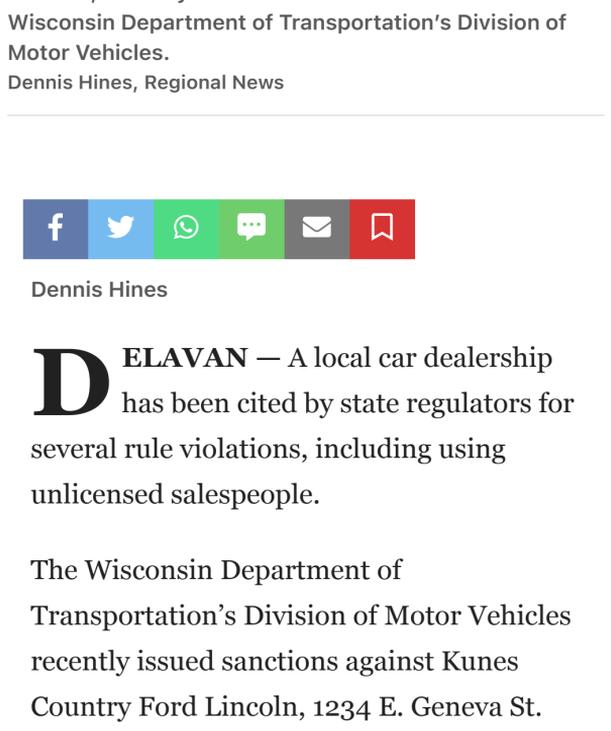
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# State regulators cite Kunes Country for unlicensed salespeople

Dennis Hines Aug 7, 2019



Kunes Country Ford Lincoln, 1234 E. Geneva St., Delavan, recently received several sanctions from the Wisconsin Department of Transportation's Division of Motor Vehicles.

Dennis Hines, Regional News

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**D**ELAVAN — A local car dealership has been cited by state regulators for several rule violations, including using unlicensed salespeople.

The Wisconsin Department of Transportation's Division of Motor Vehicles recently issued sanctions against Kunes Country Ford Lincoln, 1234 E. Geneva St.

Michael Domke, division of motor vehicles dealer and agent section chief, said it was the first time to his knowledge that Kunes Country has received any state sanctions.

If other violations are found later, the car dealership could have its license suspended and not be allowed to do business.

"It's a serious offense," Domke said. "If this ever comes up again, it would be a suspension of their license, which is the most severe thing we do."

Jennifer Myers, marketing director for Kunes Country, said the unlicensed salespeople were temporary employees who were removed after the company learned about the state sanctions.

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"As soon as our personnel arrived, we took care and fixed it right away," Myers said. "It was a temp-to-hire situation that didn't work out. We swooped in, and our team finished the sale."

Other sanctions found that Kunes Country failed to provide customers with a three-day right to cancel notice at an off-premise sale, failed to properly reassign the title for vehicles, and had incomplete purchase contracts.

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The dealership did not receive any fines or other penalties, but was required to acknowledge the violations and agree that they would not occur again.

Domke said the sanctions stem from an off-premise sale that Kunes Country conducted in mid-June in Kenosha.

The state investigated the dealership after receiving a report from a customer who had purchased a vehicle during the off-premise sale, but who then wanted to cancel the purchase and return the vehicle.

"That's when we discovered some of the other shortcomings," Domke said.

During off-premise sales, dealerships must allow customers to return or cancel their purchase within three days of a sale. After state regulators cited Kunes Country, the dealership allowed the customer to cancel the purchase.

"They remedied the situation," Domke said. Myers confirmed that the customer's purchase was cancelled.

"The issue was resolved on-site," she said. Domke said car dealerships are allowed to conduct up to six off-premise sales a year in Wisconsin. He said very rarely are sanctions issued as a result of the sales.

During the summer, there are a lot of off-premise sales. Myers said Kunes Country conducts several off-premise sales throughout the year. "We do off-premise sales all the time," she said. "And usually, we dot all our I's and cross all our T's."

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