IN THE CIRCIUT COURT OF DUPAGE COUNTY

LAW DIVISION

CHRISTOPHER STOLLER,	
Plaintiff/Claimant/Petitioner,	
VS.	
JAMS, ALLEN S.GOLDBERG	**CASE NO: 2017-L001177**
MICHAEL MCCANTS et al	
.,	
Defendants/Respondents.	

NOTICE OF FILING

PLEASE TAKE NOTICE that on the May 16th **day of May, 2018**, I shall appear before the court in Room 2010 at 9:00am in the DuPage Courty Court House and present the attached Response to Defendant's Section 2-301 Motion to Quash purported Service of summons, Motion for Limited Discovery and Motion to Preserve the Record copies are hereby served upon you.

/s/ Christopher Stoller, ED
415 Wesley Suite 1
Oak Park, Illinois 60302
773-746-3163

Certificate of Service

I Certify that the foregoing was served via first class mail and/or email on the following parties, mailed from Chicago, Illinois May 10th, 2018:

Jessica Rudin MacGregor, Esq., attorney for Jams, Allen Goldberg and Michael McCants

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/s/*Christopher Stoller*

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RESPONSE TO DEFENDANTS' SECTION 2-301 MOTION TO QUASH SERVICE OF SUMMONS

NOW COMES THE PLAINTIFF in support of its Response to **DEFENDANTS'** JAMS, Allen S. Goldberg and Michael McCants (collectively, the Defendants"), frivolous **SECTION 2-301 MOTION TO QUASH SERVICE OF SUMMONS AND PLAINTIFF'S** and states as follows:

1 The defendants filed a frivolous and misleading Motion to Quash under 735 ILCS 5/2-301, to quash the valid and appropriate service of a summons and complaint upon the defendants, all of whom admit to having received service and summons at ¶ 2 page 2 of the Defendants' brief "Plaintiff filed suit on October 24, 2017. He ostensibly mailed

copies of the Complaint and a single Summons to all of the named defendants".

2 Plaintiff's four-count complaint against the Defendants and a number of others seeking an order, pursuant to 710 ILCS 5/11, vacating a fraudulent commercial arbitration decision rendered by Arbitrator Goldberg of JAMS in September, 2017. (See Complaint, Count I, attached to Defendants' brief marked Exhibit A incorporated here in by reference. Plaintiff also seeks over $4 million in compensatory damages as well as punitive damages and attorney fees based on claims of Negligent Hiring and (as to JAMS, only), Aiding and Abetting a Conspiracy (as to certain attorney codefendants), and violations of the Elder Abuse and Neglect Act. (Exhibit A, Counts II-IV

3 The Defendants seek to continue now with their ongoing "fraud on the Plaintiff" and now, on going fraud on this court Court[1]" to evade, at all cost,

[1] Whenever any officer of the court commits fraud during a proceeding in the court, he/she is engaged in "fraud upon the court". In **Bulloch v. United States**, 763 F.2d 1115, 1121 (10th Cir. 1985), the court stated "Fraud upon the court is fraud which is directed to the judicial machinery itself and is not fraud between the parties or fraudulent documents, false statements or perjury. ... It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his udicial function --- thus where the impartial functions of the court have been directly corrupted."
"Fraud upon the court" has been defined by the 7th Circuit Court of Appeals to "embrace that species of fraud which does, or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery can not perform in the usual manner its impartial task of adjudging cases that are presented for adjudication." **Kenner v. C.I.R.**, 387 F.3d 689 (1968); 7 Moore's Federal Practice, 2d ed., p. 512, ¶60.23. The 7th Circuit further stated "a decision produced by fraud upon the court is not in essence a decision at all, and never becomes final." Plaintiff asserts that the said arbitration award was produced by "fraud on the Court" and is invalid on its face. Defendants' defiance before this court as to their evasion of service is further evidence of their continuation, of their ongoing fraud, on the Illinois State judicial system , the plaintiff and this court.

having to account for their fraudulent arbitration scheme, by now manufacturing a "evasion of process scheme". The scheme is being lead by a former Cook County Judge, turned arbitrator, Allen Goldberg, their "ring leader" who is directing the attorney(s) to file their frivolous pleading to Quash service in order to avoid being called to account for his fraudulent conduct, his clearly fraudulent arbitration award[2].

4 "The Defendants in order to have to account for their fraudulent arbitration award and conduct are asking this Court to quash the valid service of process upon them. As discussed in greater detail below, Plaintiff has prima facie evidence that the Arbitrator Defendants' counsel, Jessica MacGregor, agreed to waive service in November or December, 2017. See attached true and correct email chain of communications as between Jessica MacGregor and the Plaintiff marked as **Group Exhibit 1 .** Jeremy N. Boeder, attorney for defendants Jams, Allen Goldberg and Michael McCantas filed a general appearance **Exhibit 2** in this case on behalf of his clients. An Illinois court obtains personal jurisdiction over a defendant once service is effectuated or **when the defendant enters a general appearance.** *Clay v. Huntley*, 338 Ill. App. 3d 68, 76 (2003).

[2] What self-respecting officer of the court, who had a valid defense, would not want to step up to the plate and clear his name, if in fact he was not engaged in fraudulent conduct?

5 In addition the Plaintiff have obtained proper service of a Summons upon the Arbitrator Defendants and the Arbitrator Defendants have waived service[3]. As such, this Court should not quash the service of process upon them and enter Plaintiff's default judgments against them.

6 The Arbitrator Defendants Due process has clearly been met in this case. The Arbitrator Defendants were served with notice, they have actual and constructive notice, and have an opportunity to be heard and to enforce and protect their rights. (Kazubowski v. Kazubowski (1970), 45 Ill. 2d 405, 417-18.)

7 The service of process in this case meets the fundamental requirement of due process in this proceeding which is to be accorded finality. Plaintiff's evidence of notice in this case was reasonably calculated, under the circumstances, to apprise the arbitrator defendants and all of the defendants of the pendency of the action and it has afforded them the opportunity to present their objections. The evidence of notice presented in this case was of the nature as reasonably to convey the required information. (Mulvane v. Central Hanover Bank & Trust Co. (1950), 339 U.S. 306, 314-15, 94 L. Ed. 865, 873, 70 S. Ct.

[3] The Arbitrator defendants motive to present this fraud, charade, pretense, to vacate service of process, after having been lawfully served with the complaints, summons, is more than enough to incriminate them and find them guilty of all of the claims in the Plaintiff's complaint. They have actual and constructive notice of the Plaintiff's complaint. The court should take judicial notice that these defendants are not ordinary "garden variety" defendants. They are officers of the court; plaintiff has brought a former Cook County Judge Allen Goldberger, who now masquerading as an arbitrator for an international Arbitration organization known worldwide as Jams. Would these special defendants if they were not guilty of the allegations in the Plaintiff's complaint not be running to accept service and to defendant themselves against these serious careering ending charges of misconduct and fraud if they were in fact not not guilty of the serious charges contained in the Plaintiff's complaint?

652, 657; Rosewell v. Chicago Title & Trust Co. (1984), 99 Ill. 2d 407, 411.) Due process does not require useless formality in the giving of notice (In re J.W. (1981), 87 Ill. 2d 56, 62), requiring only reasonable assurance that notice will actually be *433 given and the person whose rights are to be affected will be given reasonable time to appear and defend (People ex rel. Loeser v. Loeser (1972), 51 Ill. 2d 567, 572). This is an opportunity, at a meaningful time and in a meaningful manner, for a hearing appropriate to the nature of this case. Logan v. Zimmerman Brush Co. (1982), 455 U.S. 422, 437, 71 L. Ed. 2d 265, 279, 102 S. Ct. 1148, 1158-59. Plaintiff's service of process on the attorney for the Arbitrator, Jessica MacGregor who agreed to waive service of summons and accept service, meets the due process requirements of the constitution. See Exhibit 1 and the attached affidavit of Christopher Stoller.

8 Arbitrator attorney Jessica MacGregor 's implied authority to accept service is permissible on the grounds that due process was clearly served.

9 Due process entails, as in this case, an orderly proceeding wherein the Arbitrator defendants were served with notice, actual or constructive, and has an opportunity to be heard and to enforce and protect his rights. (Kazubowski v. Kazubowski (1970), 45 Ill. 2d 405, 417-18.) A fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. The notice given in this case included the complaint and summons to all parties and agreement by the Arbitrator Defendants' lawyer Jessica MacGregor was of such nature as

reasonably to convey the required information. (Mullane v. Central Hanover Bank & Trust Co. (1950), 339 U.S. 306, 314-15, 94 L. Ed. 865, 873, 70 S. Ct. 652, 657; Rosewell v. Chicago Title & Trust Co. (1984), 99 Ill. 2d 407, 411.) Due process does not require useless formality in the giving of notice (In re J.W. (1981), 87 Ill. 2d 56, 62), requiring only reasonable assurance that notice will actually be *433 given and the person whose rights are to be affected will be given reasonable time to appear and defend (People ex rel. Loeser v. Loeser (1972), 51 Ill. 2d 567, 572). There is an opportunity, at a meaningful time and in a meaningful manner, for a hearing appropriate to the nature of the case. Logan v. Zimmerman Brush Co. (1982), 455 U.S. 422, 437, 71 L. Ed. 2d 265, 279, 102 S. Ct. 1148, 1158-59.

10 Plaintiff's service of process meets the spirt and the statutory requirements of 735 ILCS 5/2-213) (from Ch. 110, par. 2-213) Sec. 2-213. Waiver of service.

11 A plaintiff submitted to the court's jurisdiction by filing it's complaint, and the Arbitrator Defendants consented to the court's jurisdiction by their appearance and/or has personal jurisdiction imposed upon them by the plaintiff's effective service of summons. *In re M.W.*, 232 Ill. 2d 408, 426 (2009).coupled with the Defendants attorney Jessica MacGregor wavier of service of summons, constructive and actual notice. See attached chain of emails **Group Exhibit 1** and the Christopher Stoller affidavit.

12 Personal jurisdiction of the Arbitrator Defendants was conferred by service of summons, by Defendants' general appearance and is derived from the actions of the person sought to be bound. *Augsburg v. Frank's Car Wash, Inc.* (1982), 103 Ill.App.3d 329, 333.) Michael McCantas, agent for Jams and Allen Goldberg, has also agreed to accept service on behalf of himself, Allen

Goldberg and Jams. See Christopher Stoller affidavit

Rule 201. General Discovery Provisions

(l) Discovery Pursuant to Personal Jurisdiction Motion.

13. (1) While a motion filed under section 2-301 of the Code of Civil Procedure is pending, a party may obtain discovery only on the issue of the court's jurisdiction over the person of the defendant.

14. The defendants have moved to vacate service for lack of personal jurisdiction, the plaintiff has established by a preponderance of the evidence that the exercise of personal jurisdiction is proper in this case. The plaintiff has met this burden by producing sworn affidavit of Christopher Stoller and other competent evidence **Group Exhibit 1**. The plaintiff has made a threshold showing that there is some basis for the assertion of personal jurisdiction. In the event that the court were to conclude that it does not have personal jurisdiction over the Arbitrator Defendants, the court – in its discretion – is being asked to allow the plaintiff leave to conduct discovery limited to the issue of whether personal jurisdiction exists.*See*, *e.g.,* Ill. Sup. Ct. Rule 201(l); *Monsanto Intern. Sales Co., Inc. v. Hanjin Container Lines, Ltd.*, 770 F.Supp. 832, 838-39 (S.D.N.Y. 1991).

15. In the event that this court were to decide the defendants motion without granting the Plaintiff an evidentiary hearing, the plaintiff then has only to make a prima facie case of proper service, in order to survive the motion. See, e.g., Mylan Lab., Inc. v.

Akzo, N.V., 2 F.3d 56, 60 (4th Cir. 1993); Delong Equip. Co. v. Washington Mills Abrasive Co., 840 F.2d 843, 845 (11th Cir. 1988); see also 2A James W. Moore, Moore's Federal Practice Para(s) 12.07[2.-2], at 12-70 (2d ed. 1996) ("If the court chooses not to hold an evidentiary hearing, then the party asserting jurisdiction need only make a prima facie showing that jurisdiction exists. . . ."). Ergo the Plaintiff has made a prima facie showing of proper service under the fundamental rules of due process. see Mylan Lab., 2 F.3d at 60 , and this court should deny the Defendants' Motion to quash service.

WHEREFORE Plaintiff requests that the court enter an order denying the Arbitrator Defendants' Motion to quash Service. To grant the Plaintiff's Motions for default against Defendants Jams, Michael McCantas and Allen Goldberg. To set a hearing for prove up of damages. And/or in the alternative, allow the Plaintiff to take limited discovery as to personal jurisdiction, consisting of written discovery and video deposition(s) of Jessica MacGregor, Michael McCantas, Allen Goldberg, the President of Jams of one hour each.

/s/Christopher Stoller

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MICHAEL MCCANTS et al

.,

Defendants/Respondents.

AFFFIDAVIT OF CHRISTOPHER

I, Christopher Stoller, 69, sui juris, a disabled individual and a protected person under the Americans for Disability Act, individual and being first sworn on oath depose and state the following

facts are true to the best of my personal knowledge and recollection. The Affiant, if called on to testify as a witness, can testify competently to the matters and facts set forth herein except when those matters and facts are stated on information and belief and, as to those allegations, to the extent permitted by the Rules of Evidence.

1. I am the Plaintiff/Claimant in this Case..

2. I had a conversation with Michael McCantis on or about August 17, 2017 at the Jams Arbitration Hearing on Wacker Drive in Chicago. Michael McCantis stated that he was an agent for Jams that he would accept service of summons and complaints on behalf of Jams, himself and Allen Goldberg.

3. I had a conversation with the attorney for Jams, Michael McCantas and Allen Goldberg in Novermber of 2017, Jessica MacGregor, who informed me that she would wave service of summons and complaints on behalf of her clients if I would provide her with a copy of the complaint and a summons.

4. I provided Jessica MacGregor with a copy of the complaint and the summons in this case in November and December of 2017 pursuant to her requests.

5. I have provided all of the other defendants with service of summons and complaints in this case as well.

AFFIAINT SAYETH NOT

Respectfully submitted,

By: **/**s/Christopher Stoller 12-7-17

Under penalties as provided by law pursuant to § 1-109 of the Code of 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 to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

/s/Christopher Stoller