AMERICAN ARBITRATION ASSOCIATION | INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION

Northeast Case Management Center
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July 6, 2026

Edwin B. Minchin, III
[redacted]
Via Email to: [redacted]

James F. Moscagiuri, Esq.
Lavery, Selvaggi & Cohen, P.C.
1001 Route 517
Hackettstown, NJ 07840
Via Email to: jmoscagiuri@lsaclaw.com

Case Number: 01-26-0003-0230

Edwin B. Minchin III
-vs-
Johnson GMC Cadillac, Christopher McDonald,
Anne Eskow and Jason Palecco

Dear Parties:

Per the applicable Consumer Arbitration Rules, the American Arbitration Association (AAA) has made an administrative appointment of William A. Barrett to serve as arbitrator. Enclosed please find the Notice of Appointment and General Arbitrator Oath Form, the Notice of Compensation Arrangements, and resume.

Please advise the AAA of any factual objections to the arbitrator's appointment within five (5) business days of the date of this letter. Copies of the objection are to be provided to all parties. However, the arbitrator shall not be copied on any correspondence regarding objections to their service. If any objections are received, the AAA will provide the other party an opportunity to respond to the objection before the AAA makes an administrative determination regarding the arbitrator's continued service.

As requested by the arbitrator and specified in the Consumer Arbitration Rules, the parties and their representatives must inform the AAA of any circumstances that may raise a justifiable doubt as to whether the arbitrator can remain impartial or independent. Furthermore, this obligation to provide disclosure information remains in effect throughout the arbitration.

The Case Management Fee of $1400 and initial arbitrator compensation deposit of $1200 for preliminary matters are due from the Business. The Business's billing representative will separately receive an invoice. Payment is due fourteen (14) days from the date of this letter.

A copy of this correspondence has been provided to the arbitrator.

Sincerely,
/s/
Regina Beeman

Manager of ADR Services
Direct Dial: (716)541-0837
Email: reginabeeman@adr.org

Enclosures

cc: Christina Benito
Hailey Hotchkin

AMERICAN ARBITRATION ASSOCIATION® | INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION®

William A. Barrett, Esq.

Morristown, New Jersey



Primary Areas of Expertise

Professional Negligence
Business Torts
Commercial
Large & Complex Cases
Accounting & Auditing
Securities & Common Law Fraud

Professional Summary

A litigator with over 30 years of experience as both outside and inhouse counsel, background in accounting and auditing, and extensive experience in ADR having served in all the key roles in the ADR process - mediator or arbitrator, counsel for a party and as a party representative. Representative matters include professional negligence claims, breach of complex commercial contracts, securities and common law fraud claims, and business torts. Matters in dispute involved damages claims ranging from tens of thousands of dollars to more than $3 billion.

Current Employer-Title

Barrett Dispute Resolution LLC

Profession

Attorney, Arbitrator, Mediator

Work History

Member, Barrett Dispute Resolution LLC, 2023 - Present; Principal/Associate General Counsel (2011-2023)/ Assistant General Counsel (2003-2011), Ernst & Young LLP, 2003 - 2023; Litigation Attorney, Hughes Hubbard & Reed LLP, 1992 - 2003; Staff Auditor, Arthur Andersen LLP, 1986 - 1989.

Experience

Prior to Barrett Dispute Resolution LLC, during a 20-year career at Ernst & Young was extensively involved in civil litigation, dispute resolution, regulatory compliance and advising firm professionals. In the role of internal counsel, successfully resolved dozens of lawsuits, pre-suit claims, and government investigations through direct negotiation and mediations, and when necessary, through arbitral hearings or jury or administrative trials. Those matters arose from accounting, auditing, tax and consulting services delivered by the firm to clients in all industries. The matters involved claims for breach of contract, professional negligence, securities and common law fraud,

The AAA's Rules provide the AAA with the authority to administer an arbitration including, arbitrator appointment and challenges, general oversight, and billing. Accordingly, arbitrations that proceed without AAA administration are not considered AAA arbitrations, even when the parties select an arbitrator who is on the AAA's Roster.

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government contracting, federal and state regulatory compliance, professional licensing issues, business torts, partnership and employment issues and other claims, in which claimed damages ranged from tens of thousands of dollars to more than $3 billion.

At Hughes Hubbard, among other areas, represented clients involved in complex commercial cases including professional negligence, product liability, commercial contractual disputes, government contracting, and investigations. Career highlights at Hughes Hubbard include serving on a legal team that represented a client before the U.S. Supreme Court and working on several matters adjudicated before international tribunals.

At Arthur Andersen worked as a staff auditor in the practice group serving clients in the financial services industry, including broker dealers and banks. While at Arthur Andersen attained a Certified Public Accountant (CPA) license prior to attending law school.

Board membership experience includes the Morris Township New Jersey Planning Board (2022-Present), the Equal Justice America (EJA) Advisory Board (2024-Present), and the Cornell University Council (2020-Present).

Alternative Dispute Resolution Experience

Experience includes serving in all the key roles in the ADR process - mediator and arbitrator, counsel for a party involved in a dispute and as a party representative. In the role of counsel for a party, have participated in over a dozen arbitrations as either inhouse counsel for a Big 4 firm or as outside counsel. In these roles, in addition to arbitration, have successfully resolved lawsuits and pre-suit claims through direct negotiation and mediations. These matters arose from accounting, auditing, tax, and consulting services delivered to clients in all industries. The matters involved claims for breach of contracts, professional negligence, securities and common law fraud, business torts, partnership and employment issues and other claims, in which claimed damages ranged from tens of thousands of dollars to more than $3 billion.

The arbitrated matters include claims by trustees for the clients or other client or client shareholders' representatives for accounting and auditing malpractice; claims by clients seeking to recover alleged damages flowing from auditing or tax services performed, and claims for breach of complex commercial contracts for consulting services relating to implementing Enterprise Resource Planning (ERP) business software, such as SAP software.

William A. Barrett, Esq.

Neutral ID : 6199895

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Have arbitrated or mediated disputes involving the following substantive claims:
• Accountants' liability: claim for professional malpractice in connection with the provision of tax services
• Complex commercial contract claims including claims for breach of an agreement to repurchase securities/ownership interest in a business, breach of a license agreement to utilize commercial space, and the breach of a promissory note for services relating to producing a major music festival
• Common law fraud claims in connection with entering into commercial contracts
• Employment claims based on laws against discrimination
• Claims for misappropriation of assets
• Consumer fraud claims
• Attorney-client fee disputes

In addition to AAA, ADR experience as arbitrator or mediator is derived through service as a FINRA Dispute Resolution Services Arbitrator; on the U.S. District Court for the Eastern District of New York Mediation Panel; the New York County Supreme Court, Commercial Division Mediation Roster; New Jersey Superior Court - Statewide Roster of Mediators for Civil, General Equity and Probate Cases; New Jersey Superior Court - Mediator; Complementary Disputes Resolution Program (CDR); and as Arbitrator - New York County Lawyers Association Fee Dispute Program. In addition, related experience as a neutral is derived from serving as a board member on the Township of Morris New Jersey Planning Board (a quasi-judicial body that operates like a court of law).

LoL

Technology Proficiency Proficient conducting arbitrations, mediations and related conferences via Zoom or MS Teams platforms.

Education Cornell University Law School (JD - 1992); Baruch College (BBA, Accounting - 1986).

Professional Licenses Admitted to the Bar: New York (1993), District of Columbia (1994); U.S. District Court: Eastern District of New York (2023); U.S. Supreme Court (2012). Certified Public Accountant (CPA, NYS 1988 (license inactive).

Professional Associations Member of the New York, New Jersey and District of Columbia Bar Associations; New York State Bar Association - Dispute Resolution Section; New Jersey State Bar Association - Dispute Resolution Section; FINRA

William A. Barrett, Esq.

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	Dispute Resolution Services Arbitrator; U.S. District Court for the Eastern District of New York Mediation Panel; New York County Supreme Court, Commercial Division Mediation Roster; New Jersey Superior Court - Statewide Roster of Mediators for Civil, General Equity and Probate Cases; New Jersey Superior Court - Mediator; Complementary Disputes Resolution Program (CDR); and Arbitrator - New York County Lawyers Association Fee Dispute Program.
Recent Publications & Speaking Engagements	ALI-CLE Conference on Accountants Liability 2017, Panel on Emerging Challenges Facing the Profession. Topic, "Alternative Dispute Resolution: Strategies for Meaningful Engagement" (Washington, DC - October 26, 2017).
Locations Where Parties Will Not be Charged for Travel Expenses	State of New Jersey, New York City
Citizenship	United States of America
Languages	English
Compensation	Cancellation Period: 0 Days Comment: Compensation rates, established by the AAA, are set forth in the applicable Consumer Arbitration Rules.

William A. Barrett, Esq.

Neutral ID : 6199895

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Notice of Compensation Arrangements

American Arbitration Association

Case# 01-26-0003-0230

Notice of Compensation Arrangements for William Barrett

You have been invited to serve as an arbitrator in the above matter. It is important that you understand the terms of your compensation and the role you play in ensuring that you receive payment for fees and expenses that you may incur during your service.

This invitation to serve is based on our assumption that, you are willing to comply with the American Arbitration Association's (AAA) *Arbitrator Billing Guidelines, which is attached to this document and also available in Panelist eCenter at* www.adr.org. If you expect to assess charges that are not detailed on your AAA Resume and referenced below, (or if you are a non-AAA arbitrator and such charges are not reflected below), you must notify the AAA prior to accepting your appointment so that the parties can determine whether they still seek your services as an arbitrator.

Your Compensation

Rules: "Consumer Arbitration Rules"

Procedures: "Regular"

You will be compensated at the following rates, per the rate structure indicated on your AAA resume or in accordance with a fixed rate as prescribed in the rules and/or procedures. If you are a non-AAA arbitrator, you will be compensated based upon the rates provided to your case administrator and shared with the parties or if applicable in accordance with a fixed-rate prescribed in the rules and/or procedures.

Rate Type	Rate Frequency	Rate
Cancellation Rate	DAY	$0.00
Hearing Rate	HOUR	$300.00
Study Rate	HOUR	$300.00
Travel Rate	HOUR	$300.00
	Days	

In as much as you are agreeing to serve in this matter at the above rate, any subsequent change to your published rate after your appointment will not apply to this case.

Commercial Expedited and Construction Fast Track, and Home Construction Fixed Rates

On cases administered under the Expedited and Fast Track Procedures of the rules, or the Home Construction Rules, the arbitrator will receive compensation at rates established by the AAA. Generally, the hearing shall not exceed one day. *If during the preliminary hearing you determine that this matter requires more than one day of hearing, please consult with your case administrator about billing for the additional day(s).* Your case administrator will discuss and facilitate any necessary changes to your terms of compensation.

If the matter concludes after the preliminary hearing or after a scheduling order has been rendered but prior to the final hearing, you will be compensated at half of the established rate. If you hold a hearing that is evidentiary in nature, including a hearing on dispositive motions or motions/requests for interim relief or awards, you will be paid the full established rate. Under the Expedited, Fast Track, and Home Construction Procedures, you receive no compensation for study time, travel time, or cancellations.

Consumer Arbitration Rules Fixed Rates

For cases filed before January 15, 2024, the AAA has established fixed rates on cases administered under the Consumer Arbitration Rules. The expectation is that the case should not require more than one day of hearing. If you determine that this matter requires more than one day of hearing during the preliminary management hearing, please consult with your case administrator about billing for the additional day(s). You will be compensated at half the established flat rate if this matter concludes after the preliminary hearing. You receive no compensation for study time, travel time, or cancellations in these cases.