AMERICAN ARBITRATION ASSOCIATION® | INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION®

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August 14, 2026

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

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Case Number: 01-26-0003-0230

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

Dear Parties:

Enclosed please find Arbitrator Barrett's ORDER NO. 1 – Leave to File Arbitrability Motion. This order shall continue in effect unless and until amended by a subsequent order of the arbitrator.

Sincerely,
/s/
Regina Beeman
Manager of ADR Services
Direct Dial: (716)541-0837
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Enclosures

bcc: Arbitrator Barrett

cc: Christina Benito
Hailey Hotchkin

AMERICAN ARBITRATION ASSOCIATION

In the Matter of:

Edwin B. Minchin III

Claimant

- vs –

Johnson GMC Cadillac, et al.

Respondents

AAA Case No. 01-26-0003-0230

ORDER NO. 1 – Leave to File Arbitrability Motion

A duly noticed virtual scheduling meeting ("Conference") was convened at approximately 12 noon on August 13, 2026. Participating in the Conference were William A. Barrett ("Arbitrator"), Edwin B. Minchin III, self-represented Claimant, and James Moscagiuri, Esq. for Respondents.

The following matters were discussed during the Conference:

1. Nature of the Dispute and Governing Laws, Rules and Procedures

1.1 This matter involves claims and counter claims relating to alleged actions in connection with a April 2, 2024 contract between the parties for the purchase of a 2021 Cadillac ("Agreement").

1.2 This arbitration will be conducted in accordance with the Consumer Arbitration Rules amended and effective May 1, 2025 (the "Rules") of the American Arbitration Association ("the AAA").

1.3 The Agreement provides that the arbitration provision in the Agreement is governed by the Federal Arbitration Act.

2. Initial Phase Submission Deadlines

2.1 **Request for a ruling on arbitrability:** Prior to the Conference Claimant notified AAA of an objection to arbitration and non-consent to proceeding in this Arbitration. Claimant reiterated these positions during the Conference.

2.2 Rule 7 provides that "[t]he arbitrator shall have the power to rule on their own jurisdiction, including any objections with respect to . . . the arbitrability of any claim or counterclaim."

2.3 In light of Claimant's position and Respondents' agreement to first address the arbitrability issue, it was determined that the Arbitration proceedings will be bifurcated as follows: (a) the issues relating to whether certain of the claims and counterclaims are subject to arbitration will be address in an initial phase, and (b) in the event any claim is found to be subject to the arbitration provision in the Agreement, the parties and this Arbitrator will reconvene to discuss a scheduling order for moving forward towards an evidentiary hearing.

2.4 Accordingly, the parties are to provide briefing on the issue of arbitrability in accordance with the following schedule:

2.4.1 Claimant will be given the opportunity to supplement positions on arbitrability previously submitted to AAA and serve on Claimants by **August 1, 2026**.

2.4.1.1 Claimant's submission shall be limited to 10-pages (exclusive of exhibits).

2.4.1.2 In lieu of a new submission, Claimant has the option to direct this Arbitrator to previous submissions to AAA on the issue of arbitrability. If Claimant elects to do so, Claimant is to indicate the specific prior submissions to AAA that this Arbitrator should consider.

2.4.2 Respondents' opposition to Claimant's submission shall be filed with AAA and served on Respondent within **15 days** (or no later than September 15, 2026) after either receipt of service of Claimant's submission or notice that Claimant does not intend to supplement its prior submissions to the AAA on the issue of arbitrability.

3. Filing of Documents

3.1 **Direct Exchange with Arbitrator**. Communications and filings that are intended for eventual consideration by the Arbitrator may be sent directly to the Arbitrator and AAA Case Administrator, provided that copies are served concurrently to opposing party by the same method that is used for transmission to the Arbitrator. On this subject, the Arbitrator should not be included on communications or provided with copies of documents that differ from the types of things that are

normally transmitted by counsel (or a *pro se* litigant) in a civil lawsuit to either the Judge or Court Clerk. For example, the Arbitrator should not be included on communications between the parties regarding settlement.

4. Miscellaneous

4.1 **Disclosure.** If a party believes that the Arbitrator has failed to make a disclosure required by law or rule, that party is ordered to report the relevant facts immediately to the AAA Case Administrator – and not to the Arbitrator. Failure to make a prompt and complete report to the AAA Case Administrator may result in a waiver of the alleged nondisclosure as a basis for overturning or vacating any award issued by the Arbitrator in this matter.

4.2 **Matters Covered.** This document is an Order of the Arbitrator pursuant to the Rules. If any party believes that any matter addressed above is inconsistent with conclusions expressed during the Conference that party is requested to notify the AAA Case Administrator immediately. Failure to make a prompt notification report to the AAA Case Administrator may result in such inaction/silence being deemed a ratification or implicit consent to the matters set forth in this Order.

4.3 **Binding Effect.** This Order shall continue in effect unless it is amended or supplemented by a subsequent written order of the Arbitrator. No changes may be made to this Order without the express, written approval of the Arbitrator.

4.4 **Significance of Deadline Dates.** Absent approved changes, all deadlines and dates provided for herein will be strictly enforced, except to the extent modified or excused for good cause shown. Any request for an extension or continuance must be submitted in writing.

4.5 **Statement on AI.** If a party uses Artificial Intelligence (AI), that party is ultimately responsible for any work product submitted or representation made in this Arbitration whether resulting from its use of AI or not. All AI-generated citations, facts, and legal propositions must be verified against official sources.

4.5.1 The burden is on the opposing party to bring any inaccuracies to this Arbitrator's attention.

4.5.2 There will be potential consequences for false or misleading submissions or representations, whether intentional or not.

COSTS & FEES

1. Arbitration Costs and Fees:

1.1 **Deposits.** The Arbitrator requires that deposits for the initial phase of the arbitration proceeding be fully funded in advance of the final submission deadline. Through this Order, the Arbitrator is setting **September 10, 2026 (or 10 days after Claimant exercises the option outlined in Subsection 2.4.1.2 above)**, as the deadline by which requested deposits for the Arbitrator's anticipated fees for this phase of the Arbitration are to be fully funded.

1.1.1 The parties are advised that if full payment of arbitration administrative charges and/or deposits requested by the AAA are not received by the stated due date, the Arbitrator may order the suspension of the arbitration, as well as any other remedies for nonpayment as may be provided in the Rules.

IT IS SO ORDERED

Dated: August 14, 2026

William A. Barrett
Arbitrator