
Johnson GMC Cadillac

Ed Minchin [REDACTED]

Sat, Apr 25 at 7:16 PM

To: William H. Pandos <wpandos@lsaclaw.com>, <hhotchkin@lsaclaw.com>, <dweeks@lsaclaw.com>, <jmoscagiuri@lsaclaw.com>

How can a lawyer send someone 2 cease and desist emails threatening a lawsuit in state court, actually file a VERIFIED complaint in state court, file an order to show cause further invoking the jurisdiction of the court, tell the court they are the designated TRIAL attorney, Demand a JURY TRIAL, Certify that there is NO other action or arbitration, have a plaintiff verify in that complaint that everything that was said was true under punishment of law and then when the opposing party agrees, shows up and starts litigating, the lawyer cry's foul, claims wrong forum and brings in an unrelated domestic violence lawsuit they were involved in claiming stalking, intimidation, harassment and that they now suffer severe anxiety, emotional distress and are RETRAUMATIZED??

Oh I know EXACTLY how... and I sent how on 3/2/26.

Now I'm forced to send this attached file.

4:25 Pandos Arbitration Email .pdf

Edwin B. Minchin III
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

April 25, 2026

Via Email and Regular Mail

William H. Pandos, Esq.
Lavery, Selvaggi & Cohen, P.C.
1001 Route 517
Hackettstown, NJ 07840

This correspondence concerns Edwin B. Minchin III and William H. Pandos and Lavery, Selvaggi & Cohen, P.C. I demand written confirmation whether arbitration has actually been initiated and, if so, the exact formal details, filings, forum, and procedural basis for that position.

William H. Pandos and Lavery, Selvaggi & Cohen, P.C. chose to begin this matter with 2 threats of Superior Court litigation, then actually filed in Superior Court, sought emergent relief there, demanded a jury trial there, and represented to the court that no arbitration was then pending or contemplated. If William H. Pandos and Lavery, Selvaggi & Cohen, P.C. now contend that arbitration has been properly initiated or is moving forward, they must state that position clearly and support it in writing with the formal information requested below. Failing that, I will treat any present communication as insufficient to establish any proper arbitration process and will preserve and assert all objections accordingly.

On August 8, 2025, William H. Pandos sent a cease-and-desist letter threatening that, unless BadCadillac.com was removed within forty-eight hours, a lawsuit would be filed in the Superior Court of New Jersey and I would be punished to the fullest extent of the law there. William H. Pandos did not file within that forty-eight-hour period. Instead waited 17 days and on August 25, 2025, Pandos and Lavery, Selvaggi & Cohen, P.C. filed a VERIFIED complaint in Superior Court and simultaneously sought emergent relief by Order to Show Cause, thereby invoking the court's jurisdiction AND emergency processes rather than commencing with any arbitration demand. Jason Palecco, the General Manager of Johnson GMC Cadillac, Inc, then certified that he was one of the individual plaintiffs, was fully familiar with the facts set forth in that certification and certified the foregoing statements were true and that he would be subject to punishment if he lied. On August 27, 2025, the court denied emergent relief and directed that the matter proceed in normal course. That same day, instead of simply serving me and allowing ordinary litigation to proceed, William H. Pandos sent a second cease-and-desist email concerning badcadillac.com, its related conduct and continued threats of court action.

The Superior Court filings also made the litigation position unmistakable. William H. Pandos filed the matter as a VERIFIED complaint in Superior Court, designated himself as TRIAL counsel, demanded a JURY TRIAL, certified that NO other action or arbitration proceeding was being contemplated and told the court that the venue was PROPERLY LAID being in the Warren county courthouse. Only later, after I filed counterclaims and after the matter had already proceeded through court filings, motion practice, and scared them with getting exposed through discovery requests, did William H. Pandos and Lavery, Selvaggi & Cohen, P.C. pivot to arbitration.

The lawsuit filed against me also calls me a liar, states that I defamed them, falsely framed them and created a false account of my dealings while at the same time 8 months later not having shown a piece of evidence to prove me wrong and simultaneously giving me discovery to corroborate my story.

The factual record concerning the vehicle also matters. I stated that the vehicle was presented to me as a Cadillac Certified Pre-Owned vehicle, having passed a 172 point checklist and that after the purchase and prior to delivery, the dealership reported the car having a "hanging" strut, then sending the car to a third party for a special front-end alignment Johnson couldn't perform, and while there, having the third party body shop find a bend or "tweak" in a lower control arm, and that third-party body-shop performing all that repair work, before delivery on a car that was supposedly Certified pre owned and underwent a 172 point inspection specifically checking those safety issues prior to purchase. Pandos in his lawsuit against me only states the car as a CERTAIN pre owned Cadillac while admitting the car had multiple issues prior to delivery. This means he knew the car had problems and failures he couldn't hide but he did not truthfully state the car was certified prior to purchase in his lawsuit. Discovery already received, stated on the record that the car was certified yet at the same time had a hanging strut, bent control arm and need for an alignment and all being done at a third party, all prior to delivery and after purchase thereby making a CERTIFIED vehicle an impossibility.

The same record states that I ultimately recovered the deposit and the deal was unwound. Refund of the deposit did not erase the underlying events or convert this matter into an arbitration dispute from the outset. The documented sequence remains what it is.

William H. Pandos's own public biography states that he works closely with clients to "fully investigate claims", "explore every possible defense", "develop a tailored litigation strategy", and "provide an unbiased assessment of risks and rewards in high-stakes situations". That public description stands in obvious tension with the actual procedural record here: threats of Superior Court litigation, filing in Superior Court, emergent court motion practice, a jury demand, a no-arbitration certification, designation of trial counsel, and only later a demand for arbitration after I agree to participate in the court proceeding.

That documented litigation history is why I object to any attempt to portray this dispute as though it began as a conventional arbitration matter. In *Cole v. Jersey City Med. Ctr.*, 215 N.J. 265, 280-81 (2013), the Court held that waiver is evaluated from litigation conduct, including delay, motion practice, invocation of the court's jurisdiction, and notice of any intent to arbitrate.

If William H. Pandos wanted arbitration to begin with; he would've started the process immediately in August 2025 when Johnson Cadillac first retained him. The actions and steps taken by Pandos prior to now wanting arbitration make it clear that arbitration was NEVER intended. The sudden change of venue demands and lack of showing ANY proof whatsoever of their claims of defamation, falsely framing them and creating a false account of events only further proves my point.

If William H. Pandos and Lavery, Selvaggi & Cohen, P.C. contend that arbitration has actually been initiated or is actually proceeding, they must provide immediately in writing the selected forum, whether any demand for arbitration has actually been filed, a copy of the filed demand and all attachments, the arbitration case number, the rules they contend govern the proceeding, the method by which they contend the arbitrator is to be selected, the full identity of any proposed arbitrator, all disclosures provided or required from any proposed arbitrator bearing on impartiality, all presently claimed deadlines, conferences, hearings, or scheduling dates. Arbitration is initiated by notice in a record describing the controversy and the remedy sought under N.J. Stat. Ann. § 2A:23B-9. Any proposed arbitrator must make disclosures bearing on impartiality under N.J. Stat. Ann. § 2A:23B-12. If no demand has actually been filed, counsel must say so plainly in writing.

I preserve all rights, objections, defenses, and positions concerning this matter, including objections based on waiver, arbitrability, scope, enforceability, forum, notice, procedure, and any claimed delegation of issues to an arbitrator. Nothing in this correspondence constitutes consent to arbitration, waiver of any objection, waiver of any claim or defense, acceptance of any proposed forum, acceptance of any proposed arbitrator, or agreement that any unilateral, incomplete, or off-the-record procedure is proper.

I do not consent to any off-the-record, unilateral, privately arranged, or undocumented arbitration process outside the governing agreement and applicable rules. Until the written information identified above is provided, no communication from William H. Pandos or Lavery, Selvaggi & Cohen, P.C. will be treated as establishing a valid arbitration process, a valid arbitrator-selection process, or any waiver of rights.

I demand immediate written confirmation whether arbitration has in fact been initiated and, if so, production of the formal arbitration information identified above. The record already reflects that William H. Pandos began with a forty-eight-hour threat of Superior Court litigation, then filed a VERIFIED complaint in Superior Court, sought emergent relief by Order to Show Cause, demanded a JURY TRIAL, represented that NO arbitration was being contemplated, designated himself as TRIAL counsel, relied on a verification signed by Jason Palecco under penalty language, and only later pivoted to arbitration after invoking the court system and after I had already been forced to defend in court.

Absent written confirmation and the actual formal documentation of any arbitration proceeding, I will treat any claimed arbitration posture as unsupported and will oppose any attempt to proceed

through an incomplete, unilateral, informal, undocumented, or off-the-record process. I likewise preserve every objection arising from that procedural history, including objections based on waiver, arbitrability, scope, enforceability, notice, forum, and procedure.

Sincerely,

Edwin B. Minchin III

Plaintiff, Pro Se

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4/25/26