

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

4/29/26

American Arbitration Association

RE: *Johnson GMC Cadillac, Inc.; Christopher McDonald; Anne Eskow; and Jason Palecco v Edwin B. Minchin III*

Copy sent to:

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

James F. Moscagiuri, Esq.
Lavery, Selvaggi & Cohen, P.C.
1001 Route 517
Hackettstown, NJ

Dear Arbitrator:

I submit this threshold objection under protest only. I do not consent to arbitration, waive any objection, accept any arbitral forum, accept any arbitrator, or agree that Johnson GMC Cadillac, Inc., Christopher McDonald, Anne Eskow, and Jason Palecco properly preserved any right to arbitrate. The Appellate Division vacated the December 15, 2025 Law Division order and remanded for the trial court to transfer the parties' claims to arbitration and stay the matter pending arbitration. The Appellate Division identified the Installment Contract language addressing "the interpretation and scope of this Arbitration Provision," "any allegation of waiver of rights under this Arbitration Provision," and "the arbitrability of the claim or dispute." I therefore request a preliminary ruling, before any merits conference, discovery schedule, dispositive-motion schedule, or hearing, on waiver, arbitrability, scope, forum, notice, procedure, and whether plaintiffs' litigation conduct requires this matter to return to the Superior Court.

This dispute did not begin as an arbitration. On August 8, 2025, William H. Pandos, Esq., counsel for plaintiffs, sent me a cease-and-desist letter demanding removal of Badcadillac.com within 48 hours and threatening to file a lawsuit in the Superior Court of New Jersey without further notice if I did not comply. The letter stated that Mr. Pandos had been directed to initiate a lawsuit against me and pursue injunctive, compensatory, and punitive relief and that I would be punished to the "fullest extent of the law" THERE if I did not comply. That letter did not initiate arbitration, identify arbitration as a possibility, select an arbitrator, provide an arbitration demand, or reserve any arbitration position.

SEVENTEEN days later, on August 25, 2025, plaintiffs filed a VERIFIED complaint in the Superior Court of New Jersey, Law Division, Warren County, asserting claims against me for defamation, defamation by republication, tortious interference with business relations, injunctive relief, and civil conspiracy. Plaintiffs also sought EMERGENT relief by Order to Show Cause in the Law Division thereby invoking the jurisdiction of the court AND using its emergency processes. Mr. Pandos certified in that court filing that he was the designated TRIAL counsel, that HE DEMANDED a JURY TRIAL, certified 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. Mr. Pandos filings also make NO mention or threat of arbitration or mention any arbitrator. Doesn't get more specific than that about who a person is, where they want to be and what path they want to remain in going forward.

Plaintiff Jason Palecco submitted a Verification in the complaint stating that he was one of the individual plaintiffs and the General Manager of Johnson GMC Cadillac, Inc., that he was familiar with the facts set forth in the VERIFIED Complaint and he CERTIFIED all statements made by him were true and that he could be punished if willfully giving false statements. While VERIFYING this complaint Jason Palecco had in his possession, the April 2, 2024 Order Contract and Installment Contract arbitration language but Instead DEMANDED a JURY TRIAL, certified NO other action or arbitration proceeding was contemplated and that the venue was PROPERLY LAID in Warren County State Court. Plaintiffs therefore had the arbitration documents when they chose to send me 2 cease and desist letters, file a VERIFIED complaint, seek emergent judicial relief, tell the court Mr. Pandos was the designated TRIAL attorney, DEMAND a JURY TRIAL, certify that NO other action or arbitration proceeding was contemplated and tell the court the case was PROPERLY LAID in Warren County State Court.

On August 27, 2025, the Superior Court denied plaintiffs' Order to Show Cause and directed that the matter proceed in the "normal course". That same day, instead of proceeding in "normal course", Mr. Pandos sent me a SECOND cease-and-desist letter concerning Badcadillac.com, its related content and continued threats of court action. Mr. Pandos still did not initiate arbitration at that point or make any mention or threat of it. Instead, he continued to use the court-filed lawsuit and an additional Cease and Desist threat as a scare tactic.

After not flinching, I was finally served on September 2, 2025 and although not being a lawyer, I figured out not only on September 4 how to file my answer but I also asserted nineteen counterclaims and sent out a safe harbor notice knowing the lawsuit against me was frivolous. This safe harbor notice was ignored but if Mr. Pandos wanted arbitration then, not only WHY

was the lawsuit filed against me in Warren County State Court in the first place but WHY wasn't the lawsuit removed or altered THEN to mention arbitration?

On September 8, 2025, I served interrogatories, requests for production and admissions but was ignored there as well. Mr. Pandos and Johnson Cadillac not only never gave me this information but never submitted ANY evidence at ANYTIME on their own in an attempt to disprove me. The reason being, my website is 100% true as well as everything that I've said since and so therefore they have NOTHING to back up their claims of calling me a liar and on the contrary, I would be proven 100% truthful.

It took TWO MONTHS after Mr. Pandos first threatened me with a lawsuit, actually filed a lawsuit in Warren County State court, used the emergency processes of the court, sent me a SECOND cease and desist letter with threats of court action, Swore to the court he was the designated TRIAL ATTORNEY, DEMANDED a JURY TRIAL, certified NO other action or arbitration proceeding was contemplated and told the court the case was PROPERLY LAID in Warren County State Court, before he filed a motion on October 9, 2025 not only trying to dismiss my counterclaims but now for the FIRST time trying to COMPEL arbitration. Common sense says if that's where Mr. Pandos and Johnson Cadillac wanted this to be decided, then they would've stated that back on August 8, 2025. That sequence is litigation conduct inconsistent with a reserved right to arbitrate. I

Unfortunately a letter asking for arbitration is not nearly as scary as a cop knocking on my door and serving me papers forcing me to answer a complaint in STATE COURT while telling me they wanted to punish me "to the fullest extent of the law" and that my "money, wages and property" could be seized. Considering they NEVER wanted to go in state court and get exposed; they thought I would get scared, not be able to answer the complaint and would take down my website even though it's all 100% TRUE; THAT didn't happen and instead of ME getting scared, PANIC set in over there.

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, the third party body shop finding 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.

Mr. 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. I sent out a second discovery to Mr. Pandos and admissions there 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.

Mr. Pandos's public biography states that he works 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". If Mr. Pandos is truthful on his website bio, then his actions should be treated as deliberate litigation conduct, not inadvertence. Mr. Pandos threatened Superior Court litigation, filed in Superior Court, sought emergent relief in Superior Court, demanded judicial relief, designated himself as the TRIAL attorney, demanded a JURY TRIAL, certified that NO other action or arbitration proceeding was contemplated, and told the court that the venue was PROPERLY LAID in Warren County State court, and only later pivoted to arbitration after I answered, asserted counterclaims, served a safe harbor notice and discovery thereby exposing them with the truths I wrote on my website if they complied. Mr. Pandos and Johnson Cadillac only used these actions as threats and as a strategic, scare tactic with no truthful, honest desire to litigate in state court and get exposed.

Under New Jersey law, waiver of arbitration turns on the totality of the circumstances and focuses on litigation conduct, including delay, motion practice, litigation strategy, discovery, notice of intent to arbitrate, and prejudice. In *Cole v. Jersey City Medical Center*, 215 N.J. 265 (2013), the Supreme Court of New Jersey identified those factors and held that no single factor is dispositive. In *Wein v. Morris*, 194 N.J. 364 (2008), the Court held that parties waived arbitration where they filed and litigated in Superior Court and engaged in discovery. In *Highgate Development Corp. v. Kirsh*, 224 N.J. Super. 328 (App. Div. 1988), the Appellate Division recognized that waiver depends on the course selected and the nature and degree of participation in the arbitral forum. I therefore submit this objection under protest and ask for a threshold determination of waiver, arbitrability, scope, enforceability, forum, notice, and procedure before any merits conference, discovery schedule, evidentiary hearing, dispositive-motion schedule, or award process.

I understand that the Appellate Division relied on the delegation language and directed that these threshold issues be presented in arbitration. In *Goffe v. Foulke Management Corp.*, 238 N.J. 191 (2019), the Supreme Court of New Jersey held that where parties delegate arbitrability issues to an arbitrator, courts generally must enforce that allocation unless the challenge is directed specifically at the arbitration agreement or delegation clause. I am therefore not asking the arbitrator to overlook the Appellate Division's decision. I am asking the arbitrator to decide the very threshold issues the Appellate Division placed in this forum, and to decide them first.

I preserve all rights, objections, defenses, and positions, including objections based on waiver, arbitrability, scope, enforceability, forum, notice, procedure, and any claimed delegation of issues to an arbitrator. Nothing in this submission constitutes consent to arbitration, waiver of any objection, waiver of any claim or defense, acceptance of any forum, acceptance of any arbitrator, or consent to any unilateral, informal, undocumented, or off-the-record process.

I do not consent to any off-the-record, unilateral, privately arranged, or undocumented arbitration process outside the governing agreement and applicable rules.

I request that this letter be accepted as my formal threshold objection and preservation of rights, and that the arbitration administrator or arbitrator set a threshold briefing on waiver, arbitrability, scope, enforceability, forum, notice, and procedure before any merits proceedings occur.

The record reflects a court-first litigation sequence: an August 8, 2025 cease-and-desist letter threatening Superior Court litigation; an August 25, 2025 verified complaint filed in Superior Court; an application for emergent relief by Order to Show Cause further using the courts emergency powers, a lawyer designating himself as TRIAL counsel, DEMANDING a JURY TRIAL, Certifying that no other action or arbitration was being contemplated and telling the court the venue was PROPERLY LAID in Warren County State court; the involvement of Jason Palecco's certification; an August 27, 2025 denial of emergent relief followed by a second cease and desist the same day with continued threats of court action; and plaintiffs' later October 9, 2025 motion to COMPEL arbitration only after I answered, asserted counterclaims, and served discovery. I request a threshold ruling that plaintiffs' litigation conduct waived arbitration and that this matter should proceed in Superior Court.

My participation is under protest only and solely to comply with the Appellate Division's transfer order and to avoid any argument that I waived objections by silence. Nothing in this submission constitutes consent to arbitration, waiver of any objection, waiver of any claim or defense, acceptance of any forum, acceptance of any arbitrator, or agreement to any unilateral, informal, undocumented, or off-the-record process.

Sincerely,

Edwin B. Minchin III

Defendant-Respondent, Pro Se

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
4/29/26

EXHIBIT LIST

Exhibit A- August 8, 2025 cease and desist letter

Exhibit B- August 27, 2025 cease and desist letter

Exhibit C- August 25, 2025 Verified Complaint pages

Exhibit D- August 27, 2025 OTSC Denial Pagesj

Exhibit E- Motion to Dismiss and Compel Arbitration cover page

Exhibit F- Judge Troxell Denies Pandos

Exhibit G- Appellate Ruling Pages