

IN ARBITRATION BEFORE JAMS

Daniel Cameron,)		
)		
Plaintiff,)		
)	No. 1340008905	
v.)		
Exotic Motors, Inc.,)		
)		
Defendant.)		

MOTION FOR FEES AND COSTS

1. This case involves Defendant's failure to return a \$200.00 car down payment, in violation of Section 2C of the Illinois Consumer Fraud Act. In accordance with Defendant's own contract, which contained an arbitration clause designating JAMS as an arbitration provider, Plaintiff demanded arbitration in August of **2011**. **Exhibit A**, Plaintiff's Notice of Filing of demand for arbitration dated August 24, 2011.

2. Defendant refused to appear.

3. On October 16, 2011, Plaintiff sent a reminder letter to Defendant. **Exhibit B**. Defendant did not respond.

4. On October 21, 2011, Plaintiff sent another reminder letter to Defendant. **Exhibit C**. Defendant did not respond.

5. On October 27, 2011, Plaintiff sent another reminder letter to Defendant. **Exhibit D**. Defendant did not respond.

6. On November 4, 2011, Plaintiff sent another reminder letter to Defendant. **Exhibit E**. Defendant did not respond.

7. On November 11, 2011, Plaintiff sent another reminder letter to Defendant. **Exhibit F**. Defendant did not respond.

8. On November 18, 2011, Plaintiff sent another reminder letter to Defendant. **Exhibit G**. Defendant did not respond.

9. On November 28, 2011, Plaintiff sent another reminder letter to Defendant. **Exhibit H**. Defendant did not respond.

10. On December 9, 2011, Plaintiff sent another reminder letter to Defendant. **Exhibit I**. Defendant did not respond.

11. On January 12, 2012, Plaintiff sent another reminder letter to Defendant. **Exhibit J.** Defendant did not respond.

12. In addition to the foregoing, JAMS office advised Defendant (by its current counsel) of the initiation of arbitration on September 14, 2011. **Exhibit K.**

13. JAMS followed up with a Request for Missing Items on October 10, 2011. **Exhibit L.**

14. JAMS followed up again on November 29, 2011. **Exhibit M.**

15. JAMS followed up again on December 28, 2011. **Exhibit N.**

16. JAMS sent the Final Request for Missing Items on January 27, 2012. **Exhibit O.**

17. JAMS sent yet another notice advising the parties that the file will *not* be closed on March 2, 2012. **Exhibit P.**

18. As a result of Defendant's failure to abide by its own arbitration agreement, Plaintiff had to file an Application to Compel Arbitration at the Circuit Court of Cook County. This cost Plaintiff additional \$397.00 in filing and service fees. **Exhibit Q,** filing fee and service receipts.

19. In Cook County, Defendant's conduct was not much better. First, Plaintiff was forced to file a Motion for Default. After Defendant finally appeared, it filed papers unsigned by a lawyer, in violation of S.Ct. Rule 173. When the parties finally reached the substance, Defendant *resisted* going to arbitration under its own arbitration agreement, by filing a Motion to Dismiss! The matter had to be fully briefed. As a result, Plaintiff's counsel had to brief and argue his Application to Compel Arbitration, until finally, after three (3) court appearances, the Court ordered Defendant to arbitration, on August 22, two days short of a year after Plaintiff initiated arbitration. **Exhibit R,** Order compelling arbitration, dated August 22, 2012.

20. As a result of Defendant's conduct in refusing to comply with the terms of its own arbitration agreement, Plaintiff incurred substantial attorney fees. **Group Exhibit S,** counsel time records (redacted to reflect only the time attributable to compelling arbitration).

21. Defendant's conduct—forcing Plaintiff to incur filing fees in addition to JAMS filing fees and forcing him to incur attorney fees to compel Defendant to comply with its own arbitration contract violates the unfairness prong of the Consumer Fraud Act (815 ILCS 505/2), in that it was oppressive, unscrupulous, and against public policy, Robinson v. Toyota Motor Credit Corp., 201 Ill.2d 403, 417-18, 775 N.E.2d 951, 961, 266 Ill.Dec. 879, 888-89 (2002):

- It was against public policy, because public policy favors arbitration (Phoenix Ins. Co. v. Rosen, 242 Ill.2d 48, 61, 949 N.E.2d 639, 648, 350 Ill.Dec. 847, 856 (2011) ("Illinois public policy favors arbitration"));

- It was oppressive, because, instead of resolving his \$200 claim quickly (as arbitration would have allowed him to do), this case now is over a year old, and is only about to begin! Cf. Crye v. Smolak, 110 Ohio App.3d 504, 510, 674 N.E.2d 779, 783 (Ohio App. 1996) ("untimeliness had been determined to be a deceptive act or unconscionable practice"). Moreover, it is oppressive, because Defendant's failure to comply with its own arbitration provision forced Plaintiff into additional expenses, such as extra filing fees and attorney fees;
- Finally, this conduct is unscrupulous, because it allowed Defendant to "game the system," by avoiding a default judgment in JAMS, and in essence getting "heads I win, tails you lose" result. (See generally In re Kentucky Grilled Chicken Coupon Marketing & Sales Practices Litigation, 2010 WL 2742310 at *5-7 (N.D. Ill. 2010) and Illinois cases cited therein, for the proposition that not intending to honor one's contract constitutes "bait and switch" actionable under the Illinois Consumer Fraud Act, and further that it implicates consumer concerns.)

22. Accordingly, this forum should reimburse Plaintiff for his Cook County filing fee incurred as a result of Defendant's intransigence, and award his counsel all the fees that Plaintiff was forced to incur compelling arbitration.

WHEREFORE, Plaintiff requests that the Court:

- A. Order Defendant to reimburse Plaintiff the \$397.00 Cook County filing and service of process fee;
- B. Award Plaintiff's counsel \$8,117.50 in attorney fees incurred in the Cook County proceedings (\$6,885.00 for Dmitry N. Feofanov and \$1,232.50 for Richard S. Bell); and
- C. Grant Plaintiff other relief the forum deems appropriate and just.

DANIEL CAMERON

By: s/ Dmitry N. Feofanov
One of his attorneys

Dmitry N. Feofanov
ChicagoLemonLaw.com, P.C.
404 Fourth Avenue West
Lyndon, IL 61261
815/986-7303

**ARBITRATION PROCEEDINGS BEFORE JAMS
CONSUMER RULES**

Daniel Cameron,)	
)	
Plaintiff,)	
)	
v.)	No.
)	
Exotic Motors, Inc.,)	
)	
Defendant.)	

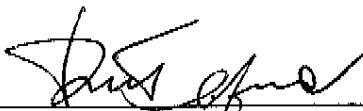
NOTICE OF FILING

TO: See Attached Service List

PLEASE BE ADVISED that on August 24, 2011, the following described document(s), copy(ies) of which are enclosed, was (were) mailed to the local office of JAMS, 71 S. Wacker Drive, Suite 3090, IL 60606:

1. Demand for Arbitration.


DANIEL CAMERON

By: 
One of his attorneys

Dmitry N. Feofanov
CHICAGOLEMONLAW.COM
404 Fourth Avenue West
Lyndon, IL 61261
815/986-7303

PROOF OF SERVICE

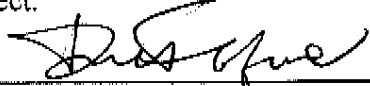
I, Dmitry Feofanov, certify that I served a copy of the above-referenced document(s) and a Notice of Filing to the person(s) listed above, by enclosing the above-referenced document(s) in an envelope plainly addressed to such person(s) at the address(es) listed above, by sealing the envelope containing the above-described document(s), and affixing to the envelope the proper amount of U.S. postage for regular mail, and then by depositing the envelope with its contents in the United States mail at the United States Post Office in Chicago, Illinois, at or before the hour of 5:00 p.m. on or before August 24, 2011.


Dmitry Feofanov

Ex. A

CERTIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I certify that the statement set forth in the foregoing Proof of Service are true and correct.



Dmitry Feofanov

SERVICE LIST

- 1. Exotic Motors, Inc.
1600 Hicks Road
Rolling Meadows, IL 60008
- 2. File

Dmitry N. Feofanov
Attorney at Law
(815) 986-7303

CHICAGOLEMONLAW.COM, P.C.
404 Fourth Avenue West
Lyndon, IL 61261

October 16, 2011

Mr. Saleem Qadri, President
Exotic Motors
351 Jennifer Lane
Roselle, IL 60172

Re: Cameron v. Exotic Motors

Dear Mr. Qadri:

According to the October 10, 2011, letter I received from JAMS (your arbitration provider), Exotic Motors has failed to pay its share of the Case Management Fee. A copy of this letter was sent by JAMS to Thomas W. Gooch, but I am not aware whether Mr. Gooch is representing you in this case. Please be advised that Plaintiff has complied with his obligations under the contract between him and Exotic Motors, and we expect Exotic Motors to comply with its reciprocal obligations. Kindly advise when we may expect Exotic Motors to pay its Case Management Fee, so that we can proceed with the arbitration. If you are refusing to pay the Case Management Fee, please tell me why.

As I stated above, I do not know whether Mr. Gooch is representing you in this case, but, in case he does, I am sending him a copy of this letter. If Mr. Gooch represents you in this case, please advise me accordingly, and I will direct all future correspondence directly to Mr. Gooch.

Very truly yours,

CHICAGOLEMONLAW.COM, P.C.



Dmitry N. Feofanov

cc: Thomas W. Gooch, XIII, at 1-847-526-0603
Jonathan Moss, JAMS Business Manager, at 1-312-655-0644

EX. B
Gooch
Jonathan Moss

Dmitry N. Feofanov
Attorney at Law
(815) 986-7303

CHICAGOLEMONLAW.COM, P.C.
404 Fourth Avenue West
Lyndon, IL 61261

October 21, 2011

Mr. Saleem Qadri, President
Exotic Motors
351 Jennifer Lane
Roselle, IL 60172

Re: Cameron v. Exotic Motors

Dear Mr. Qadri:

According to the October 10, 2011, letter I received from JAMS (your arbitration provider), Exotic Motors has failed to pay its share of the Case Management Fee. A copy of this letter was sent by JAMS to Thomas W. Gooch, but I am not aware whether Mr. Gooch is representing you in this case. Please be advised that Plaintiff has complied with his obligations under the contract between him and Exotic Motors, and we expect Exotic Motors to comply with its reciprocal obligations. Kindly advise when we may expect Exotic Motors to pay its Case Management Fee, so that we can proceed with the arbitration. If you are refusing to pay the Case Management Fee, please tell me why.

As I stated above, I do not know whether Mr. Gooch is representing you in this case, but, in case he does, I am sending him a copy of this letter. If Mr. Gooch represents you in this case, please advise me accordingly, and I will direct all future correspondence directly to Mr. Gooch.

Very truly yours,

CHICAGOLEMONLAW.COM, P.C.



Dmitry N. Feofanov

cc: Thomas W. Gooch, XIII, at 1-847-526-0603
Jonathan Moss, JAMS Business Manager, at 1-312-655-0644

EX.C

Dmitry N. Feofanov
Attorney at Law
(815) 986-7303

CHICAGOLEMONLAW.COM, P.C.
404 Fourth Avenue West
Lyndon, IL 61261

October 27, 2011

Mr. Saleem Qadri, President
Exotic Motors
351 Jennifer Lane
Roselle, IL 60172

Re: Cameron v. Exotic Motors

Dear Mr. Qadri:

According to the October 10, 2011, letter I received from JAMS (your arbitration provider), Exotic Motors has failed to pay its share of the Case Management Fee. A copy of this letter was sent by JAMS to Thomas W. Gooch, but I am not aware whether Mr. Gooch is representing you in this case. Please be advised that Plaintiff has complied with his obligations under the contract between him and Exotic Motors, and we expect Exotic Motors to comply with its reciprocal obligations. Kindly advise when we may expect Exotic Motors to pay its Case Management Fee, so that we can proceed with the arbitration. If you are refusing to pay the Case Management Fee, please tell me why.

As I stated above, I do not know whether Mr. Gooch is representing you in this case, but, in case he does, I am sending him a copy of this letter. If Mr. Gooch represents you in this case, please advise me accordingly, and I will direct all future correspondence directly to Mr. Gooch.

Very truly yours,

CHICAGOLEMONLAW.COM, P.C.



Dmitry N. Feofanov

cc: Thomas W. Gooch, XIII, via U.S. mail
Jonathan Moss, JAMS Business Manager, at 1-312-655-0644

EX.D

Dmitry N. Feofanov
Attorney at Law
(815) 986-7303

CHICAGOLEMONLAW.COM, P.C.
404 Fourth Avenue West
Lyndon, IL 61261

November 4, 2011

Mr. Saleem Qadri, President
Exotic Motors
1600 Hicks Road,
Rolling Meadows, IL 60008

Re: Cameron v. Exotic Motors

Dear Mr. Qadri:

According to the October 10, 2011, letter I received from JAMS (your arbitration provider), Exotic Motors has failed to pay its share of the Case Management Fee. A copy of this letter was sent by JAMS to Thomas W. Gooch, but I am not aware whether Mr. Gooch is representing you in this case. Please be advised that Plaintiff has complied with his obligations under the contract between him and Exotic Motors, and we expect Exotic Motors to comply with its reciprocal obligations. Kindly advise when we may expect Exotic Motors to pay its Case Management Fee, so that we can proceed with the arbitration. If you are refusing to pay the Case Management Fee, please tell me why.

As I stated above, I do not know whether Mr. Gooch is representing you in this case, but, in case he does, I am sending him a copy of this letter. If Mr. Gooch represents you in this case, please advise me accordingly, and I will direct all future correspondence directly to Mr. Gooch.

Very truly yours,

CHICAGOLEMONLAW.COM, P.C.



Dmitry N. Feofanov

cc: Thomas W. Gooch, XIII, at 1-847-526-0603
Jonathan Moss, JAMS Business Manager, at 1-312-655-0644

EX. E

Dmitry N. Feofanov
Attorney at Law
(815) 986-7303

CHICAGOLEMONLAW.COM, P.C.
404 Fourth Avenue West
Lyndon, IL 61261

November 11, 2011

Mr. Saleem Qadri, President
Exotic Motors
1600 Hicks Road
Rolling Meadows, IL 60008

Re: Cameron v. Exotic Motors

Dear Mr. Qadri:

According to the October 10, 2011, letter I received from JAMS (your arbitration provider), Exotic Motors has failed to pay its share of the Case Management Fee. A copy of this letter was sent by JAMS to Thomas W. Gooch, but I am not aware whether Mr. Gooch is representing you in this case. Please be advised that Plaintiff has complied with his obligations under the contract between him and Exotic Motors, and we expect Exotic Motors to comply with its reciprocal obligations. Kindly advise when we may expect Exotic Motors to pay its Case Management Fee, so that we can proceed with the arbitration. If you are refusing to pay the Case Management Fee, please tell me why.

As I stated above, I do not know whether Mr. Gooch is representing you in this case, but, in case he does, I am sending him a copy of this letter. If Mr. Gooch represents you in this case, please advise me accordingly, and I will direct all future correspondence directly to Mr. Gooch.

Very truly yours,

CHICAGOLEMONLAW.COM, P.C.



Dmitry N. Feofanov

cc: Thomas W. Gooch, XIII, at 1-847-526-0603
Jonathan Moss, JAMS Business Manager, at 1-312-655-0644

Ex.F

Dmitry N. Feofanov
Attorney at Law
(815) 986-7303

CHICAGOLEMONLAW.COM, P.C.
404 Fourth Avenue West
Lyndon, IL 61261

November 18, 2011

Mr. Saleem Qadri, President
Exotic Motors
1600 Hicks Road
Rolling Meadows, IL 60008

Re: Cameron v. Exotic Motors

Dear Mr. Qadri:

This is the sixth (6th) letter on the same subject I am sending you. I received no responses to my previous five (5) letters, even though I copied those letters to the lawyer who represents you in other cases against your business, Exotic Motors.

According to the October 10, 2011, letter I received from JAMS (your arbitration provider), Exotic Motors has failed to pay its share of the Case Management Fee. A copy of this letter was sent by JAMS to Thomas W. Gooch, but I am not aware whether Mr. Gooch is representing you in this case. Please be advised that Plaintiff has complied with his obligations under the contract between him and Exotic Motors, and we expect Exotic Motors to comply with its reciprocal obligations. Kindly advise when we may expect Exotic Motors to pay its Case Management Fee, so that we can proceed with the arbitration. If you are refusing to pay the Case Management Fee, please tell me why.

As I stated above, I do not know whether Mr. Gooch is representing you in this case, but, in case he does, I am sending him a copy of this letter. If Mr. Gooch represents you in this case, please advise me accordingly, and I will direct all future correspondence directly to Mr. Gooch.

Very truly yours,

CHICAGOLEMONLAW.COM, P.C.



Dmitry N. Feofanov

cc: Thomas W. Gooch, XIII, at 1-847-526-0603
Jonathan Moss, JAMS Business Manager, at 1-312-655-0644

EXIG

Dmitry N. Feofanov
Attorney at Law
(815) 986-7303

CHICAGOLEMONLAW.COM, P.C.
404 Fourth Avenue West
Lyndon, IL 61261

November 28, 2011

Mr. Saleem Qadri, President
Exotic Motors
1600 Hicks Road
Rolling Meadows, IL 60008

Re: Cameron v. Exotic Motors

Dear Mr. Qadri:

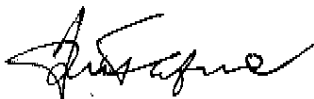
This is the seventh (7th) letter on the same subject I am sending you. I received no responses to my previous six (6) letters, even though I copied those letters to the lawyer who represents you in other cases against your business, Exotic Motors.

According to the October 10, 2011, letter I received from JAMS (your arbitration provider), Exotic Motors has failed to pay its share of the Case Management Fee. A copy of this letter was sent by JAMS to Thomas W. Gooch, but I am not aware whether Mr. Gooch is representing you in this case. Please be advised that Plaintiff has complied with his obligations under the contract between him and Exotic Motors, and we expect Exotic Motors to comply with its reciprocal obligations. Kindly advise when we may expect Exotic Motors to pay its Case Management Fee, so that we can proceed with the arbitration. If you are refusing to pay the Case Management Fee, please tell me why. There are only so many letters I am going to send you.

As I stated above, I do not know whether Mr. Gooch is representing you in this case, but, in case he does, I am sending him a copy of this letter. If Mr. Gooch represents you in this case, please advise me accordingly, and I will direct all future correspondence directly to Mr. Gooch.

Very truly yours,

CHICAGOLEMONLAW.COM, P.C.



Dmitry N. Feofanov

cc: Thomas W. Gooch, XIII, at 1-847-526-0603
Jonathan Moss, JAMS Business Manager, at 1-312-655-0644

Ex. H

Dmitry N. Feofanov
Attorney at Law
(815) 986-7303

CHICAGOLEMONLAW.COM, P.C.
404 Fourth Avenue West
Lyndon, IL 61261

December 9, 2011

Mr. Saleem Qadri, President
Exotic Motors
1600 Hicks Road
Rolling Meadows, IL 60008

Re: Cameron v. Exotic Motors

Dear Mr. Qadri:

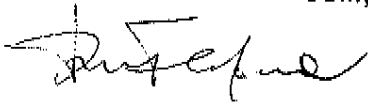
This is the eighth (8th) letter on the same subject I am sending you. I received no responses to my previous six (7) letters, even though I copied those letters to the lawyer who represents you in other cases against your business, Exotic Motors.

According to the October 10, 2011, letter I received from JAMS (your arbitration provider), Exotic Motors has failed to pay its share of the Case Management Fee. A copy of this letter was sent by JAMS to Thomas W. Gooch, but I am not aware whether Mr. Gooch is representing you in this case. Please be advised that Plaintiff has complied with his obligations under the contract between him and Exotic Motors, and we expect Exotic Motors to comply with its reciprocal obligations. Kindly advise when we may expect Exotic Motors to pay its Case Management Fee, so that we can proceed with the arbitration. If you are refusing to pay the Case Management Fee, please tell me why. There are only so many letters I am going to send you.

As I stated above, I do not know whether Mr. Gooch is representing you in this case, but, in case he does, I am sending him a copy of this letter. If Mr. Gooch represents you in this case, please advise me accordingly, and I will direct all future correspondence directly to Mr. Gooch.

Very truly yours,

CHICAGOLEMONLAW.COM, P.C.



Dmitry N. Feofanov

cc: Thomas W. Gooch, XIII, at 1-847-526-0603
Jonathan Moss, JAMS Business Manager, at 1-312-655-0644

EX. I

Dmitry N. Feofanov
Attorney at Law
(815) 986-7303

CHICAGOLEMONLAW.COM, P.C.
404 Fourth Avenue West
Lyndon, IL 61261

January 12, 2012

Mr. Saleem Qadri, President
Exotic Motors
1600 Hicks Road
Rolling Meadows, IL 60008

Re: Cameron v. Exotic Motors

Dear Mr. Qadri:

This is my last letter on the same subject I am sending you. I received no responses to my previous letters, even though I copied those letters to the lawyer who represents you in other cases against your business, Exotic Motors.

As I wrote before, you and your company are apparently refusing to comply with the terms of the arbitration agreement, which you yourself imposed on your customers. Apparently you consider this some sort of a game, "heads I win, tails you lose." Please be advised that, unless you comply with your obligations under the parties' contract, in light of your persistent and intentional breach of contract, I will be filing a lawsuit asking that your arbitration clause be invalidated for all consumers. I will ask the court that, from this point, every consumer have a right to haul you to court and make you face the jury—just as in the Gunderson case.

You have until January 21, 2012, to comply with your contractual obligations.

As I stated above, I do not know whether Mr. Gooch is representing you in this case, but, in case he does, I am sending him a copy of this letter. If Mr. Gooch represents you in this case, please advise me accordingly, and I will direct all future correspondence directly to Mr. Gooch.

Very truly yours,

CHICAGOLEMONLAW.COM, P.C.



Dmitry N. Feofanov

cc: Thomas W. Gooch, XIII, at 1-847-526-0603 and by regular mail
Jonathan Moss, JAMS Business Manager, at 1-312-655-0644

EX-5



THE RESOLUTION EXPERTS®

NOTICE OF INTENT TO INITIATE ARBITRATION

Dmitry N. Feofanov Esq.
ChicagoLemonLaw.com
404 4th Avenue West
Lyndon, IL 61261

September 14, 2011
Mr. Thomas Gooch XV
209 S. Main St.
Wauconda, IL 60084

RE: **Cameron, Daniel / Exotic Motors, Inc.**
Binding Arbitration Reference #: 1340008905
Sent Via Facsimile & U.S. Mail

Dear Parties:

This confirms that JAMS has received a Demand for Arbitration in the above-referenced matter, pursuant to a pre-dispute mandatory arbitration clause contained in a contract between the parties.

Pursuant to the parties' pre-dispute arbitration agreement and JAMS policy, this arbitration shall be conducted in accordance with the JAMS Streamlined Arbitration Rules. It is important to familiarize yourself with the arbitration rules. A copy of these rules can be obtained by visiting our website at www.jamsadr.com. Please note that this matter, being filed by a consumer against a corporation, will be further governed by **JAMS Minimum Standards for Procedural Fairness in Consumer Arbitrations** (enclosed).

Claimant has paid the initial case management fee of \$250.00. Under the Minimum Standards for Procedural Fairness in Consumer Arbitrations, the Consumer may only be required to pay \$250.00 toward the arbitration. All other fees associated with this Arbitration shall be borne by the company/non-consumer party. Thus, **Respondent is required to pay the remaining case management fees associated with initiating the arbitration.** Under appropriate circumstances, the arbitrator may award JAMS' fees and expenses against any party. JAMS' agreement to render services is not only with the parties, but extends to the attorneys or other representatives of the parties in arbitration.

Upon receipt of the balance of the initial case management fee from Respondent, JAMS will formally commence this matter and proceed with the arbitrator selection process.

EX.K

REQUEST FOR MISSING ITEMS

Please See Fax Cover

October 10, 2011

Re: Cameron, Daniel / Exotic Motors, Inc.
Reference #: 1340008905

Dear Counsel:

Please be advised that JAMS has received a request for arbitration in the above-referenced matter. We are, however, missing the following item(s):

- _____ Completed Request for Mediation and/or Demand for Arbitration Form. We have enclosed the form and instructions for your convenience.
- _____ Two copies of entire contract, including signature page, with the mediation and/or arbitration clause highlighted.
- _____ Appropriate proof of service of the Request for Mediation and/or Demand for Arbitration on the Respondent.
- _____ Initial non-refundable Case Management fee of \$550, from Respondent, made payable to JAMS. Each party may remit its own deposit, or to expedite the commencement of the proceedings one party may elect to remit both or all deposits. Hearings lasting two (2) or more days are subject to additional Case Management Fees.
- _____ Evidence of JAMS' jurisdiction to hear the matter, e.g., either a contract clause naming JAMS, a stipulation signed by all parties, or an Order compelling the parties to arbitrate or mediate at JAMS.

Thank you for your anticipated cooperation in this matter. Upon receipt of the above, a JAMS associate will contact the parties to commence the proceedings.

If you have any questions, please feel free to contact me directly at 312-655-9195.

Very truly yours,



Jonathan Moss
Business Manager
jmoss@jamsadr.com
Fax# 312-655-0644

EXL

REQUEST FOR MISSING ITEMS

NOTICE TO ALL PARTIES

November 29, 2011

Re: Cameron, Daniel / Exotic Motors, Inc.
Reference #: 1340008905

Dear Parties:

Please be advised that JAMS has received a request for arbitration in the above-referenced matter. We are, however, missing the following item(s):

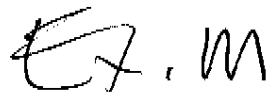
- _____ Completed Request /Demand for Arbitration. You may use our form which is located on our website www.jamsadr.com.
- _____ If applicable, two copies of the entire contract including signature page, with the arbitration clause highlighted, an Order compelling the parties to arbitrate and/or a signed stipulation among the parties.
- _____ Proof of Service of the Demand for Arbitration on the opposing party(ies).
- _____ X Initial non-refundable Case Management fee of \$550, from Respondent, made payable to JAMS. Each party may remit its own deposit, or to expedite the commencement of the proceedings one party may elect to remit both or all deposits. Hearings lasting two (2) or more days are subject to additional Case Management Fees.
- _____ Complete contact information for the Respondent or Respondent's counsel, required pursuant to JAMS Comprehensive Rule 5(b).

Contact me at 312-655-9195 or JMoss@jamsadr.com if you have questions.

Very truly yours,



Jonathan Moss
Business Manager
jmoss@jamsadr.com
Fax# 312-655-0644



REQUEST FOR MISSING ITEMS

NOTICE TO ALL PARTIES

December 28, 2011

Re: Cameron, Daniel / Exotic Motors, Inc.
Reference #: 1340008905

Dear Parties:

Please be advised that JAMS has received a request for arbitration in the above-referenced matter. We are, however, missing the following item(s):

- _____ Completed Request /Demand for Arbitration. You may use our form which is located on our website www.jamsadr.com.
- _____ If applicable, two copies of the entire contract including signature page, with the arbitration clause highlighted, an Order compelling the parties to arbitrate and/or a signed stipulation among the parties.
- _____ Proof of Service of the Demand for Arbitration on the opposing party(ies).
- _____ Initial non-refundable Case Management fee of \$550, from Respondent, made payable to JAMS. Each party may remit its own deposit, or to expedite the commencement of the proceedings one party may elect to remit both or all deposits. Hearings lasting two (2) or more days are subject to additional Case Management Fees.
- _____ Complete contact information for the Respondent or Respondent's counsel, required pursuant to JAMS Comprehensive Rule 5(b).

Contact me at 312-655-9195 or JMoss@jamsadr.com if you have questions.

Very truly yours,



Jonathan Moss
Business Manager
jmoss@jamsadr.com
Fax# 312-655-0644

EX.N



FINAL REQUEST FOR MISSING ITEMS

January 27, 2012

NOTICE TO ALL PARTIES

Re: Cameron, Daniel / Exotic Motors, Inc.
Reference #: 1340008905

Dear Parties:

Please be advised that JAMS has not received the initial Case Management Fee from Respondent as previously requested. If the initial Case Management Fee of \$550 is not received within 30 days, JAMS will close the file.

Contact me at 312-655-9195 or JMoss@jamsadr.com if you have questions.

Very truly yours,

Jonathan Moss
Business Manager
jmoss@jamsadr.com
Fax# 312-655-0644

EX. 0

March 2, 2012

NOTICE TO ALL PARTIES


Re: Cameron, Daniel / Exotic Motors, Inc.
Reference #: 1340008905

Dear Parties:

Please be advised that, at the request of Claimant, JAMS will not close this file as mentioned in our last correspondence. JAMS will continue to monitor this matter. We ask that if there are any updates you notify us so we may keep our file current. Upon receiving the Respondent's \$550 Case Management Fee JAMS will commence this arbitration.

Contact me at 312-655-9195 or JMoss@jamsadr.com if you have questions.

Very truly yours,


Jonathan Moss
Business Manager
jmoss@jamsadr.com
Fax# 312-655-0644

EX.P

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Cameron

v.

No. 12 CH 6196

Exotic Motors, Inc.

ORDER

This cause coming before the Court on Defendant's 2-619 motion to Dismiss, both parties appearing by counsel, and the Court having been fully advised in the premises,

It is hereby ordered:

1. Plaintiff's Application to Compel Arbitration is granted; Defendant to appear before JAMS in no less than 45 days. Plaintiff's request for attorneys fees is denied.

2. Defendant's Motion to Dismiss is denied. Court finds as a matter of law there was no settlement between Plaintiff and Defendant.

3. Case stayed pending conclusion of arbitration.

Atty. No.:

39326

Name:

Dorothy Profine

ENTERED:

arbitration

Atty. for:

TT

Address:

404 4th Ave W

City/State/Zip:

LONDON, IL 61261

Telephone:

815-986-7303

Dated:

ENTERED Judge Neil H. Cohen-2021

AUG 22 2012

Judge

DOROTHY BROWN CLERK OF THE CIRCUIT COURT OF COOK COUNTY, IL DEPUTY CLERK

Judge's No.

EX-1-R

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

CAMERON V. EXOTIC MOTORS**(CO-COUNSEL ON FILE!)**

Plaintiff's basic case preparation time (fact investigation, drafting of complaint and initial discovery and discovery disclosures)

March 19, 2012	T/c Sheriff's office to check on service; Defendant served March 7	0.2
September 9, 2012	Email to JAMS re unavailability Sept. 18-Oct. 1	0.1
TOTAL:		0.3
Lodestar at \$425/hr		\$127.50

Plaintiff's time attributable to Defendant (responding to motions to dismiss; motions to compel; defending depositions; responding to motions for summary judgment)

October 16, 2011	First ltr to defendant re non-payment of filing fees	0.4
October 21, 2011	Second ltr to defendant re non-payment of filing fees	0.1
October 27, 2011	Third ltr to defendant re non-payment of filing fees	0.1
November 4, 2011	Fourth ltr to defendant re non-payment of filing fees	0.1
November 11, 2011	Fifth ltr to defendant re non-payment of filing fees	0.1
November 18, 2011	Sixth ltr to defendant re non-payment of filing fees 0.2 and research on injunctions under CFA (requirement of actual damages) 0.5	0.7
November 28, 2011	Seventh ltr to defendant re non-payment of filing fees	0.2
February 13, 2012	Research on the statutory provisions for motions (?) to compel arbitration and CFA mandatory injunctions 1.0; draft "application" to compel arbitration and a motion for a mandatory injunction 2.0;	3.3

EX. 5

	prep chancery cover sheet 0.1; prep summonses 0.1; emails to and from client 0.1	
February 23, 2012	File the case in Cook Co.	0.2
May 7, 2012	Prep Motion for Default 0.2; prep Notice of Motion 0.2; t/c Clerk of Court re Judge Cohen's schedule 0.1	0.5
June 10, 2012	Draft Motion to Strike All Filings for Violation of Rule 137 1.o; ltr to Judge 0.2; Notice of Motion 0.1; emails to co-counsel re covering June 20 presentation date 0.2; prepare for filing and service 0.1	1.6
July 21, 2012	Ltr to Judge Cohen re Aug. 9 status	0.8
August 20, 2012	Research and draft Response to Defendant's Motion to Dismiss (!) our motion to compel arb	2.8
August 22, 2012	Ct appearance (3d!) on our Motion to Compel Arb, we win and get a finding there was no settlement 1.0, travel 8.0 at 1/2 = 4.0	5.0
TOTAL:		15.9
Lodestar at \$425/hr		\$6,757.50

TOTAL: \$6,885.00

Richard S. Bell

Attorney at Law

CAMERON V. EXLOTIC MOTORS

DESCRIPTION OF SERVICES

June 8, 2012, through October 31, 2012

		<u>Hours</u>
08Jun12	Edit and revise draft motion to strike. (.2) Draft letter to Dmitry Feofanov about same. (.1)	0.3
20Jun12	Check in Daley 2308. (.1) Confer with Defendant's lawyer about proceeding. (.2) Appear before Judge Cohen on motion to strike. (.2) Draft order. (.1) Draft letter to Dmitry Feofanov reporting. (.3) Prepare and file appearance. (.3) Confer by telephone with Dmitry Feofanov about next steps. (.2)	1.4
20Aug12	Review voicemail from Dmitry Feofanov about Defendant's motion to dismiss. (.1) Confer by telephone with Dmitry Feofanov about same. (.1) Draft notice of filing. (.1) Confer by telephone with Dmitry Feofanov about draft response to Defendant's motion. (.1) Edit and revise response. (.3) File and serve response. (.2) Draft letter to Dmitry Feofanov reporting. (.1)	1.0
22Aug12	Confer with Dmitry Feofanov about hearing of Defendant's motion to dismiss.	0.1
15Oct12	Confer by telephone with Dmitry Feofanov about arbitration and next steps.	0.1
	TOTAL HOURS	2.9

Certificate of Service

I hereby certify that on November 21, 2012, I electronically filed the foregoing with JAMS by email, addressed to the following:

- Case Manager Debra Lewis;
- All counsel of record, if any;

s/ Dmitry Feofanov
Attorney for Plaintiff

CHICAGOLEMONLAW.COM, P.C.
404 Fourth Avenue West
Lyndon, Illinois 61261
Telephone: 815/986-7303