

Gustavo Kinrys
4 Goose Cove Way
Nantucket, MA 02554
Gk21atlaw@gmail.com
Plaintiff is self-represented

FILED

08/08/2023

Commonwealth of Massachusetts

NANTUCKET, ss.

**SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT**

Gustavo Kinrys,

PLAINTIFF

v.

George Michak,

DEFENDANT

**SUPERIOR COURT CIVIL ACTION
NO.:**

DEMAND FOR JURY TRIAL

COMPLAINT

Gustavo Kinrys, M.D. ("Plaintiff"), hereby sues George Michak, Esq. ("Defendant"), alleging as follows:

I. NATURE OF THE ACTION

1. Plaintiff Gustavo Kinrys brings this legal action to redress the unlawful, unethical and egregious conduct of Defendant George Michak during the course of mediation

proceedings related to a business dispute. Plaintiff entered into mediation in good faith to resolve outstanding claims regarding the sale of a counterfeit watch by Defendant's clients. However, Defendant Michak deliberately engaged in extreme, offensive and unlawful behavior specifically intended to disrupt and subvert the mediation process and prevent any impartial resolution of Plaintiff's claims.

2. Defendant's premeditated misconduct aimed to improperly undermine, obstruct and derail the mediation proceedings through nefarious means including harassment, defamation, discrimination, and legal threats against Plaintiff. By making discriminatory and false statements as well as exhibiting blatant legal and ethical violations, Defendant sought to intimidate and provoke Plaintiff, taint any potential mediation settlement, and coerce concession of Plaintiff's legitimate claims.
3. In essence, Defendant Michak intentionally abused and corrupted the mediation process through unlawful means, directly causing legal injury to Plaintiff. This lawsuit seeks to hold Defendant Michak accountable for this deliberate obstruction of justice, harm inflicted, and other violations of law. Plaintiff's aims to obtain relief for the damages suffered as a result of Defendant's egregious, unethical and unjust conduct related to the mediation.

II. THE PARTIES

4. Plaintiff is an individual residing in Nantucket, Massachusetts. Plaintiff is a licensed psychiatrist.
5. Defendant George Michak ("Michak") is an individual residing in Lemoyne, Cumberland County, within the Commonwealth of Pennsylvania. Defendant is an attorney who

regularly represents auctioneers and auction companies on wide-ranging issues, including litigation, contracts, and licensing.

III. JURISDICTION AND VENUE

6. This Court has jurisdiction over this matter pursuant to Massachusetts General Laws, (M.G.L.) c. 212, § 4, which grants jurisdiction to the Nantucket Superior Court for civil actions involving breach of contract and violations of Massachusetts General Laws over \$50,000.
7. Venue is proper in Nantucket County pursuant to M.G.L. c. 223 § 1, as Plaintiff resides in Nantucket County, Massachusetts.

IV. STATEMENT OF FACTS

8. In or around December 2021, Defendant Michak's clients sold Plaintiff through an auction a vintage timepiece for \$42,500. The timepiece turned out to be counterfeit.
9. The Plaintiff made numerous attempts in good faith, including initiating AAA mediation, to resolve the matter amicably by communicating with Defendant Michak's clients directly and subsequently their representative and counsel George Michak, Esq. and requesting a full refund.
10. However, Defendant Michak have disregarded these requests and demonstrated a persistent and deliberate intent to obstruct and protract the resolution process.
11. In or around April 2023, the parties agreed to mediation. The Plaintiff made numerous attempts in good faith, including initiating American Arbitration Association (AAA) mediation on April 6, 2023 (Exhibits A, B, C), to resolve the matter promptly and amicably and in compliance with the Auction Terms and Conditions Agreement, AAA

mediation rules and policies (Exhibit D). Before and during the mediation proceedings, Defendant Michak used offensive language and personal attacks against Plaintiff. Defendant refused to negotiate in good faith.

12. Defendant Michak deliberately engaged in extreme, offensive and unlawful behavior specifically intended to distort, disrupt and derail the mediation process and prevent any impartial resolution of Plaintiff's valid claims.
13. Defendant's premeditated misconduct aimed to improperly undermine, obstruct and derail the mediation proceedings through nefarious means including harassment, defamation, discrimination, and legal threats against Plaintiff. By making discriminatory and false statements as well as exhibiting blatant legal and ethical violations, Defendant sought to intimidate and provoke Plaintiff, taint any potential mediation settlement, and coerce concession of Plaintiff's legitimate claims.
14. It became clear that Defendant Michak's intent was to delay resolution of the claims, acting in bad faith, and force Plaintiff to abandon the mediation process without settling.
15. Plaintiff alleges Defendant George Michak's intentional abuse of the mediation process through unethical conduct aimed at depriving Plaintiff of impartial dispute resolution.
16. Defendant deliberately engaged in extreme and unlawful actions both before and during mediation in order to improperly distort the proceedings, coerce Plaintiff into an unfair settlement, and cause Plaintiff to abandon mediation and forfeit legal rights related to a business dispute over the sale of a counterfeit watch as per the following clause: "Should any party fail to mediate their dispute prior to turning to litigation, that party shall lose its right to attorneys' fees as stated below even if determined to be the prevailing party".
17. Defendant's egregious misconduct including offensive statements and false allegations was intended to undermine mediation and prevent impartial resolution of Plaintiff's

claims. By corroding the integrity of the proceedings through harassment, defamation, discrimination and legal threats, Defendant sought to provoke Plaintiff, spoil any potential settlement, and obstruct justice.

18. Defendant's actions were grounded in perceived racial superiority over Plaintiff as a minority, reflecting unlawful prejudice.
19. During the mediation, Attorney Michak stated that he "knows how to speak English properly" insinuating that Plaintiff, as an immigrant, does not have a competent grasp of English.
20. Attorney Michak repeatedly mocked Plaintiff's accent and fluency in English in a discriminatory manner based on national origin.
21. Attorney Michak mocked Plaintiff's accent and ethnicity, implying he was lying based on negative stereotypes.
22. These statements were based solely on Plaintiff's race and national origin and designed to intimidate him into abandoning his legal rights.
23. Defendant mocked and belittled Plaintiff by calling him a "narcissist", "sociopath" and other offensive names unrelated to the mediation issues at hand.
24. Defendant accused Plaintiff of having mental health problems, which Defendant, as an attorney and not a doctor, has no factual basis to assert.
25. Defendant's extreme and outrageous conduct and deceptive mental illness statements outside his competency recklessly or intentionally inflicted severe emotional distress.
26. Defendant made unsolicited discriminatory comments about Plaintiff's unrelated legal matters solely to intimidate and coerce Plaintiff into a protracted mediation process.
27. Defendant's actions were grounded in perceived racial superiority over Plaintiff as a minority, reflecting unlawful prejudice.

28. Defendant's racist statements exhibit animus against Plaintiff as an immigrant and person of color. The misconduct was rooted in a belief of racial superiority and desire to deny Plaintiff's exercise of legal rights.

29. In sum, Defendant unjustly perverted the mediation process through unscrupulous means causing direct legal injury to Plaintiff. This lawsuit seeks to hold Defendant accountable for the deliberate interference with Plaintiff's rights and the impartial administration of justice, and obtain redress for damages.

30. As a direct result of Defendant Michak's conduct, Plaintiff has suffered reputational and emotional harm and additional costs associated with the stalled mediation.

V. STATEMENT OF CLAIMS

COUNT I: ABUSE OF PROCESS

31. Plaintiff fully incorporates by reference Paragraphs 1-30 as if fully stated herein.

32. By failing and refusing to reimburse Plaintiff's claims as required by the Agreement, Defendant has breached the Agreement.

33. Defendant deliberately abused mediation in bad faith solely for the ulterior purposes of delaying resolution of Plaintiff's claims and coercing a favorable settlement through offensive tactics.

34. Defendant's outrageous conduct demonstrates the mediation process was misused to achieve ends outside the legitimate scope of the process.

33. Misusing mediation solely to harass, delay, or obtain an unfair advantage constitutes the tort of abuse of process.

34. Plaintiff suffered monetary damages, emotional distress, and reputational injury as a direct result of Defendant's abuse of process.

COUNT II: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

35. Plaintiff repeats and re-alleges paragraphs 1-34 as if fully set forth herein.
36. Defendant's outrageous conduct and statements during the mediation went beyond all possible bounds of decency and are intolerable in civilized society.
37. Defendant acted with intent or recklessness to cause Plaintiff severe emotional distress through his conduct and spread unrelated allegations of criminal misconduct.
38. Plaintiff suffered severe emotional distress as a result of Defendant's extreme and outrageous conduct.
39. As a direct result of Defendant's intentional infliction of emotional distress, Plaintiff has suffered significant emotional harm and is entitled to compensatory and punitive damages.

COUNT III: DEFAMATION

40. Plaintiff repeats and re-alleges paragraphs 1-39 as if fully set forth herein.
41. Defendant made malicious written statements during mediation proceedings that Plaintiff had been criminally charged with unrelated matters, in order to gain advantage and derail the mediation process, despite of knowledge that Plaintiff has not been convicted of any criminal misconduct to date.
42. These statements were slanderous per se, as they alleged misconduct and criminal acts by Plaintiff in his profession as a psychiatrist.
43. Defendant knew the statements were malicious, deceptive, and made them intentionally or recklessly to damage Plaintiff's reputation, and discredit Plaintiff as part of his effort to either coerce Plaintiff to abandon the mediation, or obtain a favorable mediation resolution or advantageous settlement.
44. Plaintiff suffered economic and reputational damages as a direct and proximate result of Defendant's misleading, deceptive, and defamatory statements.

COUNT IV: BREACH OF MEDIATION AGREEMENT

45. Plaintiff fully incorporates by reference Paragraphs 1-44 as if fully stated herein.
46. The Agreement between Plaintiff and Defendant is a valid and enforceable contract.
47. Plaintiff has complied with all terms and conditions of the Agreement (Exhibit D).
48. Mediation often has confidentiality agreements governing conduct. Breaching mediation conduct rules, and confidentiality terms by using personal attacks and making veiled threats, using racial, ethnic, and cultural discriminatory terms, stating that Plaintiff is mentally ill, unhinged, a narcissist, and a sociopath, and associated derogatory and egregious behavior constitutes a breach of contract.
49. Plaintiff suffered monetary damages, emotional distress, and reputational injury.

COUNT V: INTENTIONAL INTERFERENCE WITH CONTRACT

50. Plaintiff fully incorporates by reference Paragraphs 1-49 as if fully stated herein.
51. The Agreement between Plaintiff and Defendant is a valid and enforceable contract.
52. Plaintiff has complied with all terms and conditions of the Agreement.
53. Interfering with the mediation agreement, disrupting the proceedings, and the dispute resolution process itself support an intentional interference claim.
54. As a direct result of Defendant's intentional interference with contract, Plaintiff has suffered significant financial loss, emotional distress, and reputational injury and is entitled to compensatory and punitive damages.

COUNT VI: BREACH OF ETHICS AND DUTY OF GOOD FAITH

55. Plaintiff fully incorporates by reference Paragraphs 1-54 as if fully stated herein.

56. Attorneys have an ethical duty to negotiate in good faith during alternative dispute resolution under professional conduct rules. Egregious bad faith conduct constitutes a breach of that mandate.

57. As a direct result of Defendant's breach, Plaintiff has suffered significant monetary damages, emotional distress, and reputational injury, and is entitled to compensatory and punitive damages.

COUNT VII: VIOLATION OF MA CIVIL RIGHTS ACT

58. Plaintiff repeats and re-alleges paragraphs 1-57 as if fully set forth herein.

59. Defendant violated Plaintiff's civil rights under the Massachusetts Anti-Discrimination laws by subjecting Plaintiff to threats, harassment, and attempt to deprivation of rights based solely on his race, ethnicity, and national origin.

60. Defendant's actions were grounded in perceived racial superiority over Plaintiff as a minority, reflecting unlawful prejudice.

61. Plaintiff is entitled to damages for Defendant's violations of Massachusetts anti-discrimination laws.

COUNT VIII: VIOLATION OF MA EQUAL RIGHTS ACT

62. Plaintiff repeats and re-alleges paragraphs 1-61 as if fully set forth herein.

63. Defendant's conduct violates the Massachusetts Equal Rights Act which prohibits national origin discrimination.

64. Defendant harassed Plaintiff and deprived him of rights and privileges by intentionally discriminating based on Plaintiff's national origin and immigration status.

65. Defendant's statements exhibit racist animus against Plaintiff as an immigrant and person of color. The misconduct was rooted in a belief of racial superiority and desire to deny Plaintiff's exercise of legal rights.

66. Defendant's actions were grounded in perceived racial superiority over Plaintiff as a minority, reflecting unlawful prejudice.

67. Defendant's conduct demonstrates racial animus and desire to intimidate Plaintiff from exercising his legal rights based on his protected class status.

68. Plaintiff has suffered severe emotional distress as a direct result of Defendant's unlawful national origin discrimination and violation of his civil rights.

COUNT IX: VIOLATION OF FEDERAL CIVIL RIGHTS LAWS

69. Plaintiff repeats and re-alleges paragraphs 1-68 as if fully set forth herein.

70. Defendant's actions constitute a violation of federal civil rights laws, including 42 U.S.C. §§ 1981 and 1982, by depriving Plaintiff of equal rights and subjecting him to discrimination solely on the basis of his race and national origin.

71. Defendant's conduct constitutes race, ethnic and national origin discrimination in violation of the Civil Rights Act of 1964.

72. Defendant harassed Plaintiff by insulting his English fluency solely based on his status as an immigrant and racial minority.

73. Defendant's racist statements exhibit animus against Plaintiff as an immigrant and person of color. The misconduct was rooted in a belief of racial superiority and desire to deny Plaintiff's exercise of legal rights.

74. This discriminatory conduct created a hostile environment for Plaintiff denying him equal rights protected under the Civil Rights Act of 1964.

75. As a direct result of Defendant's unlawful racial, ethnic and national origin discrimination, Plaintiff has suffered damages.

COUNT X: VIOLATION OF THE EQUAL PROTECTION CLAUSE

76. Plaintiff repeats and re-alleges paragraphs 1-75 as if fully set forth herein.

77. Defendant's conduct violates the Equal Protection Clause of the 14th Amendment by
subjecting Plaintiff to discrimination based on his race, ethnicity and national origin.

78. Defendant's actions exhibit unlawful bias and prejudice based on Plaintiff's status as a
racial minority.

79. Plaintiff is entitled to damages under 42 U.S.C. § 1983 for Defendant's violations of the
14th Amendment.

COUNT XI: HATE SPEECH

80. Plaintiff repeats and re-alleges paragraphs 1-79 as if fully set forth herein.

81. Hate speech is a civil offense in Massachusetts. The Massachusetts Civil Rights Act
prohibits "any threat, intimidation or coercion" based on race, religion, color, sex,
disability, sexual orientation, gender identity or expression, ancestry, national origin, or
age.

82. Defendant's conduct constitutes intimidation, harassment, and threats based on Plaintiff's
race, ethnicity, and national origin under hate speech laws.

83. Defendant's actions were motivated by racial and cultural bigotry against Plaintiff as a
minority.

84. Defendant's demeaning statements were grounded in a belief of white privilege and racial
superiority over Plaintiff as a minority.

85. Defendant's conduct demonstrated an invidious bias against Plaintiff based on racial
animus, stereotypes, and a perceived superiority over minority groups. Defendant's
harassment and threats grounded in Plaintiff's nationality, ethnicity, and color violate laws
prohibiting discrimination.

86. Defendant's egregious actions exhibit bigoted prejudice based on Plaintiff's status as a
non-white immigrant. Defendant's misconduct rooted in beliefs of racial dominance and

xenophobia reveals an intent to discriminate against Plaintiff for exercising legal rights free from racial barriers.

87. Plaintiff is entitled to civil damages for the hate speech and civil rights violations.

COUNT XII: VIOLATION OF PROFESSIONAL RULES OF CONDUCT

88. Plaintiff repeats and re-alleges paragraphs 1-87 as if fully set forth herein.

89. Defendant's conduct violates Rule 3.4 which prohibits attorneys from unlawfully harassing opposing party.

90. Defendant threatened to reveal and eventually revealed Plaintiff's confidential information regarding unrelated legal matters in direct violation of the mediation's confidentiality rules.

91. As a licensed attorney, Defendant owes a duty to comply with ethical rules. Violating them to reveal inadmissible information for tactical reasons is improper. During the mediation, Attorney Michak threatened to reveal confidential information regarding Plaintiff's unrelated legal matters in violation of the mediation rules and ethical duties in order to gain leverage and coerce a settlement.

92. Plaintiff is entitled to injunctive relief and damages stemming from Defendant's ethical breaches.

COUNT XIII: HARASSMENT

93. Plaintiff repeats and re-alleges paragraphs 1-92 as if fully set forth herein.

94. Defendant's statements constitute harassment under the law. Harassment is defined as "unwanted or unwelcome conduct that is aggressive or threatening." Defendant's statements were clearly unwanted and unwelcome, and they were also aggressive and threatening. Defendant's statements also created a hostile work environment for Plaintiff.

95. Despite being sent a cease and desist notice, Defendant Michak persisted on his harassment of Plaintiff. The cease and desist notice specifically instructed Defendant to stop using offensive language and making discriminatory statements about Plaintiff's race, ethnicity, and national origin. However, Defendant continued to use offensive language and make discriminatory statements, even after being warned that his actions could have legal consequences.

COUNT XIV: DEFAMATION II

96. Plaintiff repeats and re-alleges paragraphs 1-95 as if fully set forth herein.

97. Defendant made false statements of fact by calling Plaintiff a "narcissist" and "sociopath" with "paranoia" to third parties during mediation, which are unfounded psychological diagnoses,

98. These false statements accuse Plaintiff of having mental disorders and were made solely out of ill will and malice.

99. Defendant mocked and belittled Plaintiff by calling him and his behavior unhinged and erratic, a "narcissist", "sociopath" and other offensive names unrelated to the mediation issues at hand.

100. Defendant accused Plaintiff of having mental health problems, which Defendant, as an attorney and not a doctor, has no factual basis to assert.

101. Defendant made unsolicited discriminatory and salacious comments about Plaintiff's unrelated legal matters solely to intimidate and coerce Plaintiff in the mediation.

102. Plaintiff has suffered reputational and emotional distress damages as a direct result.

COUNT XV: NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

103. Plaintiff repeats and re-alleges paragraphs 1-102 as if fully set forth herein.

104. Defendant Michak owed a duty to Plaintiff to act with reasonable care and refrain from conduct likely to cause harm during the mediation process.

105. Defendant breached this duty by making inflammatory statements, false allegations, and threats during mediation, without regard for the likelihood such conduct would cause emotional distress to Plaintiff.

106. As an attorney, Defendant knew or should have known that deceptively accusing Plaintiff of criminal conduct on unrelated matters, lacking factual support, could result in shock, humiliation, reputational injury, and severe anxiety.

107. Likewise, Defendant knew or should have known that making discriminatory remarks based on race and national origin would foreseeably cause distress and harm to Plaintiff's rights.

108. Defendant's negligence in making such inflammatory statements directly and proximately caused Plaintiff severe emotional anguish, anxiety, loss of sleep, and other mental suffering.

109. The distress suffered by Plaintiff is reasonable in light of the extreme, unjustified, and offensive nature of Defendant's actions during mediation.

110. Plaintiff is entitled to compensatory damages, costs, and any other relief deemed proper for Defendant's negligent infliction of emotional distress.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- a) Actual, compensatory, and consequential damages in excess of Six Hundred Thousand Dollars (\$600,000);

- b) Plaintiff seeks an injunction prohibiting Defendant from further harassment, arguing that without such injunctive relief it will suffer irreparable harm, the balance of equities favors Plaintiff, and the public interest would be served.
- c) Costs, interest, and reasonable attorney's fees; and
- d) Such other and further relief as the Court deems just and proper.

VII. DEMAND FOR JURY TRIAL

The Plaintiff demands a trial by jury on all issues so triable.

I, Gustavo Kinrys, the Plaintiff in the above-captioned action, hereby verify under the pains and penalties of perjury that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief.

Dated: 08/05/2023

Respectfully submitted.

/s/ Gustavo Kinrys

Plaintiff's signature
Self-represented

Name: Gustavo Kinrys
Address: 4 Goose Cove Way
Nantucket, MA 02554
Telephone No.: 617-953-8282

EXHIBIT A



**AMERICAN
 ARBITRATION
 ASSOCIATION***

INTERNATIONAL CENTRE
 FOR DISPUTE RESOLUTION*

SUBMISSION TO MEDIATION

* Required items are indicated with an asterisk (*)

NOTE: If there is a contract that provides for mediation, please file using the **Request for Mediation** form.

The information you provide is solely for the purpose of managing your mediation. If you are using Acrobat Reader 8.0 or higher, you should be able to save the form once completed. After completing the form please save it to the hard drive on your computer **before** navigating away from the form. If you navigate away from the form before saving it your data will be lost. Once you have completed and saved the form, send it simultaneously to us and the opposing party/parties.

You may file this form via email at casefiling@adr.org, via fax at 1-877-304-8457, or via U.S. mail at American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043.

If you have any questions please email us at mediationservices@adr.org.

* Name of Party 1: (Company, Organization, or Person's Name if an individual.) Gustavo Kinrys			* Name of Party 2: (Company, Organization, or Person's Name if an individual.) Kruse GWS Auctions, Inc (Mike Sislyan)		
* Email Address: kinrys@aol.com			* Email Address:		
* Confirm Email Address: kinrys@aol.com			* Confirm Email Address:		
* Address: 2 Fuller Brook Road Wellesley, MA 02482			* Address: 5737 Kanan Rd #699 Agoura Hills, CA 91301		
* City: Wellesley	* State: MA	* Zip Code: ⁰²⁴⁸²	* City: Agoura Hills	* State: CA	* Zip Code: ⁹¹³⁰¹
* Telephone: 617-953-8282	Fax:		* Telephone: (760) 610-4175	Fax:	
Representative Information (if applicable): Select "YES" if Self-Represented: <input checked="" type="checkbox"/> Yes Name:			Representative Information (if applicable): Select "YES" if Self-Represented: <input type="checkbox"/> Yes Name: George Michak, Esq		
Name of Firm (if applicable):			Name of Firm (if applicable):		
Email Address:			Email Address: gmichak@michak.legal		
Confirm Email Address:			Confirm Email Address: gmichak@michak.legal		
Address:			Address: 717 Market St, Lemoyne, PA 17043		
City:	State:	Zip Code:	City: Lemoyne	State: PA	Zip Code: ¹⁷⁰⁴³
Telephone:	Fax:		Telephone: (717) 458-1822	Fax: (717) 458-1826	
* Name of Person Filing this Submission: Gustavo Kinrys					
* Please indicate the category that best describes the nature of the dispute: <input type="checkbox"/> Commercial <input type="checkbox"/> Construction <input type="checkbox"/> Employment <input checked="" type="checkbox"/> Other (specify): Consumer					
* Does this matter involve more than two parties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If "Yes", the AAA will contact you to obtain the additional party/s/parties' information.)					



AMERICAN
ARBITRATION
ASSOCIATION*

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION*

SUBMISSION TO MEDIATION

* Required items are indicated with an asterisk (*)

* Requested Mediation Locale (city & state): **Los Angeles, LA**

* Have parties mutually agreed to a mediator? Yes No If "Yes" enter name of mediator:

* Summary of Dispute:

Purchase of ROLEX timepiece through auction. Timepiece is 80% counterfeit and was misrepresented by GWS Auctions, Inc.

Claim or Relief Sought: (amount, if any)

\$42,500 (full refund) + costs of mediation + compensatory and punitive damages.

* Allocation of Costs: **50** % Party 1 **50** % Party 2

* Please indicate your preference for when you would like the actual mediation conference to be conducted:

Within 7 business days Within two weeks Within 30 days Later than 30 days Specific Date(s)

A \$250 non-refundable deposit, which will be applied toward the cost of mediation, is required to initiate the AAA's administration of the mediation and appointment of the mediator. For additional information, please view the AAA's Administrative Fee Schedule.

EXHIBIT B



AMERICAN
ARBITRATION
ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

Text

1101 Laurel Oak Road
Voorhees, NJ 08043
Telephone: (856)435-6401

April 21, 2023

Gustavo Kinrys
2 Fuller Brook Road
Wellesley, MA 02482
Via Email to: kinrys@aol.com

George Michak, Esq.
717 Market Street Street
Lemoyne, PA 17043
Via Email to: gmichak@michak.legal

Case Number: 01-23-0001-2571

Gustavo Kinrys
v-
Kruse GWS Auctions, Inc. and Mike Sislyan

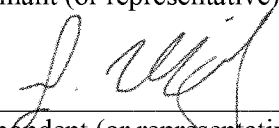
Dear Parties:

This will acknowledge receipt of claimant's request for mediation. We understand a copy was sent to respondents as required by the rules.

The American Arbitration Association ("AAA") has reviewed the filing documents and notes we do not have a clause naming AAA as the administrative body for this mediation request and, therefore, we need the parties mutual consent for mediation before the AAA. Absent receipt of the parties mutual consent **by April 28, 2023**, we will close our file and return any filing fee submitted. The letter may be signed in counterparts and electronic submission is acceptable.

Text _____
Claimant (or representative)

Text _____
Date

x Text  _____
Respondent (or representative)

Text 04/24/2023 _____
Date

If you have any questions, please feel free to contact me. Thank you for choosing the American Arbitration Association for your dispute resolution needs.

Sincerely,

Consumer Filing
Email: ConsumerFiling@adr.org
Fax: (877)304-8457

EXHIBIT C



AMERICAN
ARBITRATION
ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

Western Case Management Center
Neil Currie
Vice President
45 E River Park Place West
Suite 308
Fresno, CA 93720
Telephone: (877)528-0880
Fax: (855)433-3046

June 20, 2023

Gustavo Kinrys
2 Fuller Brook Road
Wellesley, MA 02482
Via Email to: kinrys@aol.com

George Michak, Esq.
717 Market Street Street
Lemoyne, PA 17043
Via Email to: gmichak@michak.legal

Case Number: 01-23-0001-2571

Gustavo Kinrys
-and-
Kruse GWS Auctions, Inc. and Mike Sislyan

Dear Parties:

This confirms that William J. Tucker has accepted appointment as the mediator in the above matter. Enclosed please find the Mediator's Notice of Appointment and Disclosure Form.

Please notify the American Arbitration Association (AAA) of any objections to the appointment of the Mediator within three (3) business days, copying all parties. Unless the AAA receives notification on or before June 23, 2023, we will assume the parties have no objection to the Mediator based on the information disclosed and agree to his or her continued service.

The Mediator shall not be copied on any communications related to objections.

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

Sincerely,

/s/

Sally Cervantes
Case Administrator
Direct Dial: (559)490-1927
Email: SallyCervantes@adr.org
Fax: (855)433-3046

Supervisor Information: *Christina Negrete, Manager of ADR Services, (559) 475-6265,
ChristinaNegrete@adr.org*

Enclosures

EXHIBIT D

Mediation Procedures



AAA Mediation.org™

Available online at aaamediation.org

Rules Amended and Effective August 1, 2013

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Mediation Procedures

About AAA Mediation.orgSM

AAA Mediation.org, a division of the American Arbitration Association[®], is the comprehensive mediation resource to the world of mediation. Our long history and diverse alternative dispute resolution (ADR) experience has positioned us to play a unique role in the field of mediation. AAA Mediation.org is a convenient resource for anyone interested in finding research, technology, training, and case management tools related to mediation.

We provide support for individuals and companies seeking mediators to resolve disputes. AAA Mediation.org is home to multiple panels of mediators with expertise in diverse fields such as business, construction, finance, healthcare, insurance, family, eldercare, and others. Our services include comprehensive mediation case management, Online Dispute Resolution, and foundational and continuing mediation education. For practicing mediators, AAA Mediation.org provides comprehensive practice tips and tools, professional development resources, and education and training opportunities.

Mediation Procedures

M-1. Agreement of Parties

Whenever parties mutually agree to have their mediation administered by AAA Mediation.org, these Mediation Procedures, as amended and in effect as of the date of filing of a submission for mediation, shall apply. The parties by mutual agreement may vary any part of these procedures including, but not limited to, agreeing to conduct the mediation via telephone or other electronic or technical means.

M-2. Initiation of Mediation

Parties to a dispute may initiate an administered mediation by completing the AAA Mediation.org Submission to Mediation form and paying the initial filing fee online. Submission instructions can be found at the top of the form.

The party filing the mediation shall provide a copy of the completed filing form to all parties, including the following information to AAA Mediation.org and the other party of parties to the mediation, as applicable:

The names, regular mail addresses, email addresses and telephone numbers of all parties to the dispute and their representatives, if any, in the mediation.

A brief description of the nature of the dispute and the relief requested.

The name of the mediator who has been mutually agreed upon by the parties to the mediation.

M-3. Appointment of the Mediator

Parties may search online mediator profiles at **www.aaamediation.org**, and shall notify AAA Mediation.org of their mutually agreed upon mediator.

M-4. Mediator's Impartiality and Duty to Disclose

AAA Mediation.org mediators are required to abide by the *Model Standards of Conduct for Mediators* in effect at the time a mediator is selected. Where there is a conflict between the *Model Standards* and any provision of these Mediation Procedures, these Mediation Procedures shall govern. The Standards require mediators to (i) decline a mediation if the mediator cannot conduct it in an impartial manner, and (ii) disclose, as soon as practicable, all actual and potential

conflicts of interest that are reasonably known to the mediator and could reasonably be seen as raising a question about the mediator's impartiality.

Prior to accepting a mediation, the mediator is required to make a reasonable inquiry to determine whether there are any facts that a reasonable individual would consider likely to create a potential or actual conflict of interest for the mediator. AAA Mediation.org mediators are required to disclose to the parties any circumstance likely to create a presumption of bias or prevent a resolution of the parties' dispute within the time frame desired by the parties.

M-5. Responsibilities of the Mediator

The mediator shall conduct the mediation based on the principle of party self-determination. Self-determination is the act of coming to a voluntary, uncoerced decision in which each party makes free and informed choices as to process and outcome.

The mediator is authorized to conduct separate meetings and other communications with the parties and/or their representatives before, during, and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person, or otherwise.

The parties are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memoranda on issues, including the underlying interests and the history of the parties' negotiations. Information that a party wishes to keep confidential may be sent to the mediator, as necessary, in a separate communication to the mediator.

The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately or, if the parties agree, to all parties jointly.

In the event a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement.

The mediator is not a legal representative of any party and has no fiduciary duty to any party.

M-6. Privacy

Mediation sessions and related mediation communications are private proceedings. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.

M-7. Confidentiality

Subject to applicable law or the parties' agreement, confidential information disclosed to a mediator by the parties or by other participants (witnesses) in the course of the mediation shall not be divulged by the mediator. The mediator shall maintain the confidentiality of all information obtained in the mediation, and all records, reports, or other documents received by a mediator while serving in that capacity shall be confidential.

The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding the following, unless agreed to by the parties or required by applicable law:

Views expressed or suggestions made by a party or other participant with respect to a possible settlement of the dispute;

Admissions made by a party or other participant in the course of the mediation proceedings;

Proposals made or views expressed by the mediator; or

The fact that a party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

M-8. Termination of Mediation

The mediation shall be terminated:

- a.** By the execution of a settlement agreement by the parties; or
- b.** By a written or verbal declaration of the mediator to the effect that further efforts at mediation would not contribute to a resolution of the parties' dispute; or

- c. By a written or verbal declaration of all parties to the effect that the mediation proceedings are terminated; or
- d. When there has been no communication between the mediator and any party or party's representative for 21 days following the conclusion of the mediation conference.

M-9. Exclusion of Liability

Neither AAA Mediation.org, the American Arbitration Association, nor any mediator is a necessary party in judicial proceedings relating to the mediation. Neither AAA Mediation.org nor any mediator shall be liable to any party for any error, act, or omission in connection with any mediation conducted under these procedures.

M-10. Deposits

Unless otherwise directed by the mediator, AAA Mediation.org will require the parties to deposit in advance of the mediation conference such sums of money as it, in consultation with the mediator, deems necessary to cover the costs and expenses of the mediation and shall render an accounting to the parties and return any unexpended balance at the conclusion of the mediation.

M-11. Expenses

All expenses of the mediation, including required traveling and other expenses or charges of the mediator, shall be borne equally by the parties unless they agree otherwise. The expenses of individuals participating in the mediation at the request of a party shall be paid by the party requesting that individual's attendance.

M-12. Cost of the Mediation

There is a non-refundable three-hundred dollar (\$300.00) per case filing fee to initiate a mediation with AAA Mediation.org.

The cost of mediation is based on the hourly mediation rate published in the mediator's AAA Mediation.org profile and an additional \$50 per hour administrative fee added to each hour of the mediator's time billed. Expenses referenced in Section M-11 may also apply.

The parties will be billed equally for all costs, after the filing fee, unless they agree otherwise.

If you would like to submit multiple mediations, contact a Mediation Manager at AAA Mediation.org to discuss whether alternate fee schedules may be available.

For more information please contact:

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