

**IN THE CIRCUIT COURT OF FAULKNER COUNTY ARKANSAS
CIVIL DIVISION -1st**

LAURA HAMMETT, an individual

PLAINTIFF

V.

CASE No. 23-cv-20-631

**FIRST AMERICAN HOME WARRANTY
CORPORATION, a California Corporation;
NICHOLSON'S HEATING AND AIR
CONDITIONING, INC., an Arkansas
Corporation; SMARTCOOL OF
ARKANSAS, INC., an Arkansas Corporation,
DOES 1-99**

DEFENDANTS

**Reply Re: Motion to Continue Case and Certify for Interlocutory Appeal of
Order to Arbitrate; Brief in Support**

EXHIBIT "A"

RE: Hammett v First American Home Warranty

From: R. Ryan Younger (ryounger@qgtlaw.com)

To: bohemian_books@yahoo.com

Date: Tuesday, November 9, 2021 at 03:26 PM CST

Ms. Hammett:

My understanding of the form you provided is that it is for an agreement to arbitrate that is not part of a contract between the parties. Here, the parties' contract is being enforced and has an arbitration provision. I understand the correct form to be https://www.adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_3.pdf. I do not sign or submit that form.

Ryan Younger

From: Laura Lynn <bohemian_books@yahoo.com>

Sent: Monday, November 8, 2021 12:29 PM

To: R. Ryan Younger <ryounger@qgtlaw.com>

Subject: Re: Hammett v First American Home Warranty

[EXTERNAL EMAIL]

Mr. Younger,

I will pay in order not to limit the damages.

Please sign and return the opening document.

Laura Hammett

On Monday, November 8, 2021, 10:49:16 AM CST, R. Ryan Younger <ryounger@qgtlaw.com> wrote:

Ms. Hammett:

As I understand the AAA's rules, you are the one who submits the demand for arbitration. As I have stated in earlier emails, we read the Court's order to require arbitration of all claims against First American. We expect that the arbitration demand will reflect all claims you intend to assert. Also, as you know, under the contract, First American has agreed to "pay all AAA filing, administration and arbitrator fees . . . for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules." Home Warranty, at 13. Please confirm you are seeking \$75,000 or less, if First American is to pay the fees.

R. Ryan Younger

501.379.1757 | Fax: 501.379.3657 | ryounger@qgtlaw.com | vcard

Gayla Smith | Legal Assistant

501.379.1768 | Fax: 501.379.3660 | gsmith@qgtlaw.com | vcard



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From: Laura Lynn <bohemian_books@yahoo.com>

Sent: Friday, November 5, 2021 11:59 AM

To: R. Ryan Younger <ryounger@qgtlaw.com>

Subject: Re: Hammett v First American Home Warranty

[EXTERNAL EMAIL]

Mr. Younger,

Is this one acceptable?

Laura Hammett

On Friday, November 5, 2021, 11:40:34 AM CDT, R. Ryan Younger <ryounger@qgtlaw.com> wrote:

Ms. Hammett:

I cannot read the writing in the scan. Could you please send me a better copy?

Ryan Younger

From: Laura Lynn <bohemian_books@yahoo.com>
Sent: Friday, November 5, 2021 11:35 AM
To: R. Ryan Younger <ryounger@qgtlaw.com>
Subject: Hammett v First American Home Warranty

[EXTERNAL EMAIL]

Dear Mr. Younger,

Attached is the opening document for the AAA.

Will you fill in the respondent's information and mail to AAA as per the bottom two lines, "To begin proceedings..."?

My First Amended Complaint will be my dispute.

Thank you,

Laura Hammett