

OCT 19 2005 10:05AM

No. 0998 P. 3/5



Demand for Arbitration Before JAMS

RECEIVED
OCT 19 2005
MS/ENDISPU

TO RESPONDENT: Amiga, Inc. and Pentti Kouri
(Name of the Party on whom Demand for Arbitration is made)

(Address) 167 Madison Avenue, Suite 301
(City) New York (State) N.Y. (Zip) 10016
(Telephone) (203) 253-9298 (Fax) _____ (E-Mail) _____

Representative/Attorney (if known): Alejandro Badillo, Dickstein, Shapiro, et. al.
(Name of the Representative/Attorney of the Party on whom Demand for Arbitration is made)

(Address) 2102 "L" Street, N.W.
(City) Washington (State) D.C. (Zip) 20037
(Telephone) (202) 785-9700 (Fax) (202) 887-0689 (E-Mail) _____

FROM CLAIMANT (Name): Garry Hare
(Address) c/o Bruce W. Blakely, Attorney at Law

(City) _____ (State) _____ (Zip) _____
(Telephone) _____ (Fax) _____ (E-Mail) _____

Representative/Attorney of Claimant (if known): Bruce W. Blakely
(Name of the Representative/Attorney for the Party Demanding Arbitration)

(Address) 591 Redwood Highway, Suite 2275
(City) Mill Valley (State) CA (Zip) 94941
(Telephone) (415) 381-6650 (Fax) (415) 381-4301 (E-Mail) _____

NATURE OF DISPUTE

Claimant hereby demands that you submit the following dispute to final and binding arbitration (a more detailed statement of the claim(s) may be attached): Claim for Damages due to breach of employment contract entered into on or about October 6, 2003, fraudulent inducement to contract, and other claims.

ARBITRATION AGREEMENT

This demand is made pursuant to the arbitration agreement which the parties made as follows (cite location of arbitration provision & attach two (2) copies of entire agreement).

Employment Agreement dated October 6, 2003, Paragraph 8, provides that all parties agree to arbitration through JAMS in San Francisco, CA.

Updated 1/15/05
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OCT 14 2005 10:06AM

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Demand for Arbitration Before JAMS

CLAIM & RELIEF SOUGHT BY CLAIMANT

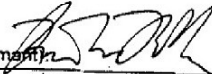
Claimant asserts the following claim and seeks the following relief (include amount in controversy, if applicable): Claims for Breach of Contract, Fraud, Breach of Fiduciary Duty, Constructive Fraud, and Interference with Contract. Claimant seeks recovery of \$977,102.46, plus punitive damages, plus attorney's fees.

RESPONSE

Respondent may file a response and counter-claim to the above-stated claim according to the applicable arbitration rules. Send the original response and counter-claim to the claimant at the address stated above with two (2) copies to JAMS.

Request for Hearing

JAMS is requested to set this matter for hearing at San Francisco, CA
(Preferred Hearing Location)

Signed (Claimant) 

Date: 10-14-05

(may be signed by an attorney)

Print Name: Bruce W. Blakely, Attorney for Claimant, Garry Hare

Please include a check payable to JAMS for the required initial, non-refundable \$300.00 per party deposit to be applied toward your case management fee and submit to your local JAMS office.

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REVISED 2005 10.00AM

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Demand for Arbitration Before JAMS

COMPLETION OF THIS SECTION IS REQUIRED FOR CLAIMS INITIATED IN CALIFORNIA

A. Please check here if this IS or IS NOT a CONSUMER ARBITRATION as defined by California's Rules of Court Ethics Standards for Neutral Arbitrators, Standard 2(d) and (e):

"Consumer arbitration" means an arbitration conducted under a pre-dispute arbitration provision contained in a contract that meets the criteria listed in paragraphs (1) through (3) below. "Consumer arbitration" excludes arbitration proceedings conducted under or arising out of public or private sector labor-relations laws, regulations, charter provisions, ordinances, statutes, or agreements.

- 1) The contract is with a consumer party, as defined in these standards;
- 2) The contract was drafted by or on behalf of the non-consumer party; and
- 3) The consumer party was required to accept the arbitration provision in the contract.

"Consumer party" is a party to an arbitration agreement who, in the context of that arbitration agreement, is any of the following:

- 1) An individual who seeks or acquires, including by lease, any goods or services primarily for personal, family, or household purposes including, but not limited to, financial services, insurance, and other goods and services as defined in section 1781 of the Civil Code;
- 2) An individual who is an enrollee, a subscriber, or insured in a health-care service plan within the meaning of section 1345 of the Health and Safety Code or health-care insurance plan within the meaning of section 106 of the Insurance Code;
- 3) An individual with a medical malpractice claim that is subject to the arbitration agreement; or
- 4) An employee or an applicant for employment in a dispute arising out of or relating to the employee's employment or the applicant's prospective employment that is subject to the arbitration agreement.

If Respondent disagrees with the assertion of Claimant regarding whether this IS or IS NOT a CONSUMER ARBITRATION, Respondent should communicate this objection in writing to the JAMS Case Manager and Claimant within seven (7) calendar days of service of the Demand for Arbitration.

B. If this is an EMPLOYMENT matter, Claimant must complete the following information:

Effective January 1, 2003, private arbitration companies are required to collect and publish certain information at least quarterly, and make it available to the public in a computer-searchable format. In employment cases, this includes the amount of the employee's annual wage. The employee's name will not appear in the database, but the employer's name will be published. Please check the applicable box below:

Annual Salary

- Less than \$100,000 More than \$250,000
 \$100,000 to \$250,000 Decline to State

C. Consumers (as defined above) with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of the arbitration fees. In those cases, the respondent must pay 100% of the fees. Consumers must submit a declaration under oath stating the consumer's monthly income and the number of persons living in his or her household. Please contact JAMS at 1-800-352-5287 for further information.

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