

March 20, 2025

Dear Ms. Thornton,

I am writing to formally clarify and preserve the procedural posture regarding the respondents in this matter.

On **February 24, 2025**, I properly served the original Demand for Arbitration on DRVM LLC, AMJ Services, and Maged “Mike” Boutros. At that time, Sara Moore of Gordon Rees Scully Mansukhani LLP (GRSM) was listed as counsel for **all three respondents** on the JAMS dashboard. Representation later shifted internally to Rachel Demmon and Nicole Curtis, who continued appearing on behalf of those same entities **without objection or clarification of limited representation**.

GRSM subsequently received the Amended Demand for Arbitration on **February 27, 2025**, which expanded the respondent list and substantially increased the financial exposure. Only after this filing did GRSM submit a letter stating they now represent DRVM LLC only, disclaiming representation for AMJ Services and Maged “Mike” Boutros for the first time.

For the record:

- Maged “Mike” Boutros is the CEO of both the shell companies DRVM LLC and AMJ Services, the two corporate entities central to the alleged conduct.
- The sudden disclaimer of representation appears to be a strategic procedural maneuver intended to compartmentalize liability and delay proceedings, not a genuine clarification of counsel roles.
- The combination of GRSM’s appearance on the dashboard, acceptance of service, lack of objection during internal counsel changes, and timing of the disclaimer establishes strong grounds for **implied representation and waiver of limitation** objections under standard procedural principles.

In what practical or legal scenario would a law firm represent **only** the shell company (DRVM LLC) while disclaiming representation for both its CEO (Maged “Mike” Boutros) and a parallel shell company (AMJ Services)—both of which are also owned and operated by the same individual and are central to the allegations?

In light of this, I respectfully request that JAMS:

1. Confirm that service was proper on all respondents to date, including those served through GRSM;
2. Confirm that no party shall be excused from deadlines or participation based on shifting representation, unless formally approved by the arbitrator;
3. Require that any respondent no longer represented by GRSM promptly **disclose new legal counsel contact information or acknowledge direct service.**

I am proceeding under the assumption that all named respondents remain actively bound by the same procedural obligations, and that attempts to reframe representation post-service and post-amendment do not impact the current schedule or standing of this case.

Every delay caused by shifting or unclear representation is resulting in measurable harm and procedural disruption, which I reserve the right to raise once the arbitrator is assigned.

I remain committed to advancing this arbitration in good faith and within the timelines outlined by JAMS.

Thank you for your continued support in managing this matter fairly and efficiently.

Sincerely,

Jorden Hollingsworth