

TENTH

August 15, 2022

Tosa Inu Kennel, LLC, Claimant

v.

Brian Franchot, Respondent

Request for Arbitration

1. Claimant: Tosa Inu Kennel, LLC, a company incorporated under the laws of Transylvania. Registered at 55 City Center, Capital City, Transylvania; Tel: (0) 123-5432; Fax: (0) 123-5342; Email: office@commandcentral.com.

2. Respondent: Brian Franchot, a person living in and conducting sales from Canania. Address: 21 Dog Street, Doggia, Canania; Tel: (0) 334-4444; Fax: (0) 334-4443; Email: office@Canania.com.

3. The Request for Arbitration relies upon the arbitration clause in Article 8 of the Contract for the sale of Samurai (Claimant ; asdog From Mr. Franchot' ls) f The relevant clause states that “ [l]adisputes, controversies or differences arising out of or in connection with this contract shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The place of the arbitration shall be Maintown, Rosalandia. The arbitration shall be in the English language. The tribunal shall be composed of three arbitrators.”

4. Claims:

a. The Respondent shall pay the Claimant USD \$40,000 in damages, representing: (i) \$30,000 for the cost of Samurai; and (ii) \$10,000 for lost competition earnings and medical examinations.

b. The Respondent shall pay the costs of a for legal representation, the arbitration fee paid to the Secretariat and any additional expenses of the arbitration.

ETQq0.00000912 0 612 790 g The Respondent shall pay the Claimant (the Claimant) 10 (ten thousand) \$ 40,000 (forty thousand dollars) for the cost of Samurai and 10,000 (ten thousand) \$ 10,000 (ten thousand dollars) for lost competition earnings and medical examinations. ETQq0.00000912 0 612 790 g

Tosa Inu Kennel and most dog trainers in Transylvania and the surrounding region. Despite being used English as the dog training language in that different orders and procedures were used with Samurai.

13. Tosa Inu Kennel immediately sought to retrain Samurai to respond to Transylvania commands, but encountered considerable difficulties. It became clear that it would take years to do so properly. Tosa Inu Kennel was forced to scratch Samurai from the World Dog Show and would miss the opportunity to show his talent and garner buyers for his breeding capabilities.

14. On August 27, 2022, Tosa Inu Kennel wrote to Mr. Franchot stating that they could not accept the dog as he was not suited for the purpose they had described. Mr. Franchot did not return the correspondence.

Applicable Law

15. The choice of law clause in the contract provides for application of the law of Transylvania. Both Transylvania and Canania are party to the United Nations Convention on Contracts for the International Sale of Goods (“ C I S G ”) . ract adopted the ICAA Commercial Arbitration Rules as revised. Transylvania and Canania are party to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (New York Convention).

Appointment of Arbitrator

16. The Claimant appoints the following individual as its party-appointed arbitrator:

Sylvania Condesa de Torre Cuadrado
321 High Street
Second City, Transylvania
Tel: 0 223 9955
Fax: 0 223 4445

Conclusion

17. Mr. Franchot did not deliver a dog that conformed with the contract. Mr. Alessandro had clearly specified the purpose for which Tosa Inu Kennel sought to purchase the dog and Mr. Franchot sold them a dog that was incapable of performing in Transylvania as required by the contract. The inability of the dog to perform at the World Dog Show destroyed any chance of garnering breeding stock income.

18. The tribunal should, accordingly, hold Mr. Franchot to pay the damages set out in paragraph 4 above.

Respectfully Submitted,

/s/ Justice Star Advocate

Justice Star Advocate

August 15, 2022

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Brian Franchot
21 Dog Street
Doggia, Canania
Tel: (0) 334-4444
Fax: (0) 334-4443
Email: office@Canania.com.

April 15, 2022

Mr. Piero Alessandro
Tosa Inu Kennel, LLC
15 City Center
Capital City, Transylvania

Mr. Piero Alessandro:

On behalf of Mr. Franchot we write to inform you that we have found a Tosa Inu that matches your needs perfectly. While Mr. Franchot would be sad to see him go, he is interested in seeing his dogs get exposure in Transylvania and would be willing to make a special deal for this one. A picture is attached below. Mr. Franchot will be in touch shortly.



Sincerely,

/s/ Franchot Staff
Franchot Staff

& O D L P D Q W No. 4 ([K L E L

Brian Franchot
21 Dog Street
Doggia, Canania
Tel: (0) 334-4444
Fax: (0) 334-4443
Email: office@Canania.com

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Tosa Inu Kennel, LLC

September 6, 2022

Claimant: Tosa Inu Kennel LLC
Re: Notice of Arbitration for Case No. WEF20220915

Dear Sir,

This letter acknowledges receipt of your Request for Arbitration submitted on August 15, 2022, which named Brian Franchot as the Respondent. Additionally, we received your remittance for the arbitration fee.

The Secretariat hereby notifies you that we have taken cognizance of this case based on the arbitration clause contained in the Contract between you and the Respondent. The Arbitration Rules of our organization in force as from January 1, 2021 shall apply.

We are sending the Request for Arbitration to Mr. Franchot and will enclose your request and all attachments as well as our Arbitration Rules. We will ask Mr. Franchot to respond in accordance with the Arbitration Rules.

The Secretariat appreciates the nature of arbitration and seeks to provide both parties with efficient and cost-eff0 G29I Arbitr

8. Even if the tribunal were to find it had jurisdiction, any such award would be unenforceable under the New York Convention. Transylvania, Canania, and the seat of arbitration are all party to the New York Convention.

9. In addition, the state of Rosalandia has just passed a law prohibiting the ownership, sale, breeding, and transport of Tosa Inu dogs, because they are considered a risk to public safety due to their aggressive character. For this reason, arbitrating this case in Rosalandia, as required by the arbitration clause, is against public policy, and any resulting arbitral award would be null and void under the law of Rosalandia. For this case, only the courts of Canania may be competent, as this was the place of the sale of the dog and the sale of Tosa Inu dogs is not prohibited under Cananania law.

10. Accordingly, Respondent respectfully requests that:

With regard to the jurisdiction of the tribunal:

- x No arbitration agreement was entered into between Tosa Inu Kennel and Mr. Franchot; and
- x Even if the tribunal held that a valid arbitration agreement existed this agreement cannot be executed due to public policy concerns with the law of Rosalandia;
- x Consequently, the tribunal is not competent to hear this dispute.

- x If this tribunal shall not stay the proceedings, to dismiss the claim brought by Tosa Inu Kennel as unfounded.
- x To order Tosa Inu Kennel to pay all costs of the arbitration, including the costs of legal representation incurred by Mr. Franchot.

/s/ Counsel to Brian Franchot
Counsel to Brian Franchot

September 13, 2022

September 17, 2022

Tosa Inu Kennel, LLC, Claimant

v.

Brian

