

**Arbitration before JAMS
Commenced August 8, 2008**

Martin R. Hyde,

Claimant,

v.

**Gordon Ramsay, a/k/a Chef Gordon Ramsay,
Fox Broadcasting Company, Upper Ground
Enterprises, Inc., Granada Entertainment USA,
Optomen Television Ltd., A. Smith & Co., Arthur
Smith, Pat Llewellyn, Kent Weed, Gerry McKean,
Paul Jackson and Curt Northrup,**

**DETAILED STATEMENT
OF THE CLAIMS**

Respondents.

Summary: Martin Hyde (“Hyde”), former manager-employee of a cabaret theatre part of Dillon’s Restaurant, 245 W. 54th Street, New York, NY, actively solicited Gordon Ramsay and Kitchen Nightmare producers to base a show on Dillon’s Restaurant. Ramsay, Upper Ground Enterprises, Granada America, Optomen Television Ltd., A. Smith & Co., Arthur Smith, Pat Llewellyn, Kent Weed, Gerry McKean and Curt Northrup (the “Ramsay, KN and the Producers”) required Hyde, Dillons, the owner of Dillons, and each employee of Dillons to sign one or two agreements each including an arbitration provision. [Note: the agreements signed by Hyde were delivered by Hyde to Respondents and Hyde does not have a copy of them. A true copy of the unsigned agreements are set forth as Exhibits A and B to the attached Complaint, and copies are being provided to JAMS as required by JAMS arbitration form]. Hyde and the other persons signing the agreements were not told by Ramsay, KN and/or the Producers that the show to be produced and broadcast was to be deliberately falsified in many material respects and that Hyde was to be blamed for the condition of Dillons and to be deliberately libeled during the contemplated broadcast, even though Hyde in fact was blameless and Ramsay, KN and the Producers were fully aware of this. In fact, Ramsay, KN and the Producers were doing the same thing with other restaurants in the United States during the 2007 initial airing of KN in the US, including the following 10 restaurants:

09/19/07	Peter’s, Babylon NY
09/26/07	Dillons Restaurant
10/03/07	The Mixing Bowl, Bellmore, NY (Sunrise Hwy near Wantagh)
10/10/07	SeaScape, Islip NY
10/17/07	The Olde Stone Mill, Tuckahoe NY
10/24/07	REPLAY, apparently
10/31/07	Dillons Restaurant, New York NY - REPLAY
11/07/07	Sebastians, Toluca Lake (near Burbank) CA
11/14/07	Finn McCool’s, West Hampton, NY

11/21/07	Lela's, Pomona CA
11/28/07	Campania, Fair Lawn NJ
12/05/07	Peter's, Babylon NY REPLAY
12/12/07	Secret Garden, Moorpark (near LA), California [C13]

Also, Ramsay, KN and the Producers knew that by reason of their falsification of facts, more than 80% of the restaurants selected for KN would be driven out of business or severely injured financially by the bad publicity created by the falsified broadcasts. To try to stop the restaurants from complaining about their injury, Ramsay, KN and the Producers have been offering cash payments to produce post-broadcast updates in which the owner falsely claims that the restaurant was helped by the show, when in fact the restaurant was severely injured as a business entity.

There are two parts to this arbitration: The first is whether arbitration is required at all. The United States District Court (Hon. Shira A. Scheindlin) told the parties to the action, prior to dismissal of the action (without prejudice), that Hyde was required by law to have the jurisdictional issue decided by arbitration, and that if Hyde won on that issue he could return to court with his action.

Jurisdictional Issues:

Hyde maintains there are 4 jurisdictional issues to be decided before any arbitration takes place as to the claims set forth below. These 4 jurisdictional issues are:

1. Whether the alleged fraud and misrepresentation pursuant to which Hyde signed two written agreements (Exhibits A and B to the attached Complaint) permits Hyde to set aside the agreements or arbitration provisions therein and have his claims heard in a court of law. See Count X in the Complaint for a description of Hyde's claim that he is not required to arbitrate his claims herein.
2. Whether the arbitration provisions in the agreements (Exhibits A and B to the attached Complaint) are insufficient to require Hyde to arbitrate his claims because of the failure of the agreements to meet the requirements of JAMS Rule JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses - **Minimum Standards of Procedural Fairness** (Revised January 1, 2007) requiring that some relief be available in a court of law. The agreements (Exhibits A and B) provide no possible relief of any amount or type in any court of law. Rule 1-B provides: "no party shall be precluded from seeking remedies in small claims court for disputes or claims within the scope of its jurisdiction." Also, the two agreements violate Rules 2, 3, 4, 5, 7 and 9 of the Minimum Standards of Procedural Fairness: Rule 2 (there was no clear implication that Hyde would be bound to arbitrate if Ramsay, KN and the Producers materially falsified the broadcast with prior intent to libel Hyde without justification, as one example); Rule 3 (the agreements preclude remedies that would have been available to Hyde in court, without giving Hyde the right to go to court for these remedies); Rule 4 (as to the jurisdictional issues, the arbitrators are not neutral); Rule 5 (the agreements do not give Hyde the right to have a hearing in his hometown area); Rule 7 (the agreements could be construed to deny this provision relating to fees; Rule 9 (there is no provision for discovery in the arbitration provisions).

3. Paragraph 14 “Remedies” of the arbitration agreement states that Hyde has only "an action at law for actual monetary damages, if any". This should be construed to mean that Hyde has the right to sue in court to enforce his action at law, in spite of the arbitration provision in ¶ 13. We would also argue that the JAMS requirement of some action at law (for consumers) is being met by this provision, and that as long Hyde seeks only actual damages (which he would be willing to do in a court action) Hyde has the right to maintain his action in a court.
4. Whether the arbitration of the jurisdictional issues is proper before JAMS because of the inherent conflict of interest for JAMS to decide in favor of arbitration by reason of the substantial amounts of money to be earned by JAMS and its arbitrators if arbitration is held to be required. Hyde suggests that under these circumstances of a jurisdictional dispute, that the person asserting the jurisdictional issue be permitted to designate an alternate arbitration group, such as the American Arbitration Association.

Claims: - as described in attached **Complaint dated June 19, 2007** (the “**Complaint**”), including Exhibits A-D (SDNY 07 Civ. 5796), including the following claims:

1st Claim - Breach of Oral Contract and Oral Third-Party Beneficiary Contract

2nd Claim - Unjust Enrichment

3rd Claim – Inducing Dillons to Breach its Contract with Plaintiff

4th Claim – Unlawful Interference with Plaintiff’s Advantageous Business Relationship with Dillons

5th Claim – Assault by Ramsay; Ratified by Other Defendants

6th Claim – Violation of § 349 of the New York General Business Law – Deceptive Acts and Practices in Conduct of Defendants’ Business in New York

7th Claim – Violations of §§ 350 and 350-e of the New York General Business Law – False Advertising; Bait and Switch Advertising

8th Claim – Libel and Slander of the Plaintiff

9th Claim – Breach of Implied Covenant of Good Faith and Fair Dealing

10th Claim – Declaratory Judgment as to Unenforceability of Written Agreements and Releases; Fraud and Misrepresentation; Against Public Policy; Illusory; Lack of Consideration; Failure of Consideration

Addresses of the Parties:

Claimant:

Martin R. Hyde
1370 St. Nicholas Ave.
New York NY 10033

Represented by Carl E. Person, 325 W. 45th Street, New York, NY 10036-3803;
Tel: 212-307-4444; Fax: 212-307-0247; email: carlpers@ix.netcom.com

Respondents:

Gordon Ramsay
Gordon Ramsay at the London
151 W. 54th St.
New York NY 10019

Represented by Elizabeth A. McNamara, Esq. (212-603-6437) and Linda Steinman, Esq. (212-603-6409), **Davis Wright Tremaine LLP**, 1633 Broadway, New York NY 10019; Tel: 212-489-8230; Fax: 212-489-8340; email: lindasteinman@dwt.com; lizmcnamara@dwt.com

Upper Ground Enterprises, Inc.
15303 Ventura Boulevard –
Building C, Suite 800
Sherman Oaks CA 91403

Represented by Elizabeth A. McNamara, Esq. (212-603-6437) and Linda Steinman, Esq. (212-603-6409), **Davis Wright Tremaine LLP**, 1633 Broadway, New York NY 10019; Tel: 212-489-8230; Fax: 212-489-8340; email: lindasteinman@dwt.com; lizmcnamara@dwt.com

A. Smith & Company
9911 West Pico Boulevard – Suite 250
Los Angeles CA 90035

Represented by Elizabeth A. McNamara, Esq. (212-603-6437) and Linda Steinman, Esq. (212-603-6409), **Davis Wright Tremaine LLP**, 1633 Broadway, New York NY 10019; Tel: 212-489-8230; Fax: 212-489-8340; email: lindasteinman@dwt.com; lizmcnamara@dwt.com

Granada Entertainment USA
15303 Ventura Boulevard, Building C, Suite 800
Sherman Oaks CA 91403 AND

609 Greenwich St. – 9th Floor
New York NY 10014

Represented by Elizabeth A. McNamara, Esq. (212-603-6437) and Linda Steinman, Esq. (212-603-6409), **Davis Wright Tremaine LLP**, 1633 Broadway, New York NY 10019; Tel: 212-489-8230; Fax: 212-489-8340; email: lindasteinman@dwt.com; lizmcnamara@dwt.com

Optomen Television Ltd.
1 Valentine Place
London SE1 8QH UK AND

100 Sixth Avenue - 12th Floor
New York NY 10013

Representation Unknown: UKTel: +44 (0) 20 7967 1234; USTel: 212-431 4361;
USFax: 212-431 4641; email: unknown.

Fox Broadcasting Co., Inc. a/k/a Fox Broadcasting Company
1211 Avenue of the Americas
New York NY 10036

Representation Unknown: Tel: unknown Fax: unknown email: unknown.

Gerry McKean
c/o A. Smith & Company
9911 West Pico Boulevard – Suite 250
Los Angeles CA 90035

Represented by Elizabeth A. McNamara, Esq. (212-603-6437) and Linda Steinman, Esq. (212-603-6409), **Davis Wright Tremaine LLP**, 1633 Broadway, New York NY 10019; Tel: 212-489-8230; Fax: 212-489-8340; email: lindasteinman@dwt.com; lizmcnamara@dwt.com

Arthur Smith
c/o A. Smith & Company
9911 West Pico Boulevard – Suite 250
Los Angeles CA 90035

Represented by Elizabeth A. McNamara, Esq. (212-603-6437) and Linda Steinman, Esq. (212-603-6409), **Davis Wright Tremaine LLP**, 1633 Broadway, New York NY 10019; Tel: 212-489-8230; Fax: 212-489-8340; email: lindasteinman@dwt.com; lizmcnamara@dwt.com

Kent Weed
c/o A. Smith & Company
9911 West Pico Boulevard – Suite 250
Los Angeles CA 90035

Represented by Elizabeth A. McNamara, Esq. (212-603-6437) and Linda Steinman, Esq. (212-603-6409), **Davis Wright Tremaine LLP**, 1633 Broadway, New York NY 10019; Tel: 212-489-8230; Fax: 212-489-8340; email: lindasteinman@dwt.com; lizmcnamara@dwt.com

Curt Northrup
c/o A. Smith & Company
9911 West Pico Boulevard – Suite 250
Los Angeles CA 90035

Represented by Elizabeth A. McNamara, Esq. (212-603-6437) and Linda Steinman, Esq. (212-603-6409), **Davis Wright Tremaine LLP**, 1633 Broadway, New York NY 10019; Tel: 212-489-8230; Fax: 212-489-8340; email: lindasteinman@dwt.com; lizmcnamara@dwt.com

Paul Jackson
c/o A. Smith & Company
9911 West Pico Boulevard – Suite 250
Los Angeles CA 90035

Represented by Elizabeth A. McNamara, Esq. (212-603-6437) and Linda Steinman, Esq. (212-603-6409), **Davis Wright Tremaine LLP**, 1633 Broadway, New York NY 10019; Tel: 212-489-8230; Fax: 212-489-8340; email: lindasteinman@dwt.com; lizmcnamara@dwt.com

**Dated: New York, New York
August 8, 2008**



Carl E. Person
Attorney for Martin R. Hyde
325 W. 45th Street - Suite 201
New York, New York 10036-3803
(212) 307-4444