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AMERICAN ARBITRATION ASSOCIATION

_____	)	
Torence Hatch,	)	
	)	
Claimant,	)	
	)	Case No. 01-26-0001-4591
v.	)	
	)	
JM Burkman & Associates LLC	)	
Jacob Wohl and Jack Burkman,	)	
	)	
Respondents.	)	
_____	)	

RESPONDENTS' VERIFIED MOTION TO DISMISS FOR LACK OF
JURISDICTION AND PROTECTIVE ANSWER TO CLAIMANT'S
DEMAND FOR ARBITRATION

Pursuant to AAA Commercial Arbitration Rule R-7 (Jurisdiction), Respondents JM Burkman & Associates LLC, Jacob Wohl and Jack Burkman, through counsel, hereby move to dismiss this arbitration commenced March 25, 2026, by Claimant Torence Hatch ("Claimant" or "Mr. Hatch") for lack of jurisdiction. Respondents also file this Protective Answer to Claimant Torence Hatch's March 25, 2026, Demand for Arbitration—never

served by either Claimant Hatch or the American Arbitration Association (the “AAA”) upon Respondents.

MOTION TO DISMISS FOR LACK OF AN AGREEMENT TO ARBITRATE, LACK OF ARBITRABILITY, AND COMPLETE LACK OF JURISDICTION OF THE ARBITRATOR OVER THIS ARBITRATION, INCLUDING RESPONDENTS JACOB WOHL AND JACK BURKMAN, PERSONALLY.

As detailed below, there are multiple grounds to dismiss this arbitration for lack of jurisdiction. First, this arbitration is void *ab initio* as the Demand for Arbitration was never served upon any of the Respondents, and the Demand for Arbitration also was not served by the AAA upon any of the Respondents, who were only told on March 30, 2026, that an arbitration had been commenced against them by M

Secondly, Claimant Hatch—a violent convicted felon with a long list of convictions who sought to engage Respondent JM Burkman & Associates LLC (“JMBA”) to obtain a pardon for his most recent felony conviction¹—failed to sign and never returned the **September 25, 2025**, retainer agreement attached to Claimant’s Arbitration Demand, to JMBA.

Indeed, Respondents never saw the retainer agreement purportedly signed by Mr. Hatch² until after this arbitration was commenced—importantly, a date after the retainer agreement expired by its own explicit terms.

¹ Physical threats by Mr. Hatch against Mr. Burkman effectively ended any engagement of JMBA before any pardon could be obtained for Mr. Hatch.

² If a computer cursor is hovered over the purported signature of Mr. Hatch on the retainer agreement, *see* Exhibit A hereto, it indicates that the retainer agreement was signed on an unknown date by a “Jay Cooper,” a person whom Claimant’s counsel has refused to identify to Respondents’

The expiration provision in the **September 25, 2025**, retainer agreement attached to the Arbitration Demand states:

The term of this Agreement shall commence on the date signed hereunder and shall continue until either: (a) a full presidential pardon for the Matter is secured for the Client, or (b) Close of Business (5:00 PM EST) on **January 31, 2025**, whichever occurs first.

(Emphasis added.)

Because Claimant threatened physical harm to Mr. Burkman, the (void) retainer agreement was terminated in any event, and no pardon was obtained for Claimant. Thus, even if the retainer agreement had been in effect, it was terminated not later than January 31, 2025.

Next, Respondents Jacob Wohl and Jack Burkman were never personally a party to any retainer agreement with Mr. Hatch, and they never agreed to personally arbitrate any disputes with Mr. Hatch.

Because the retainer agreement containing an arbitration clause upon which Claimant's Demand for Arbitration is based, was not signed and delivered by Claimant Torrence Hatch to any of the Respondents, the retainer agreement including its arbitration clause is void, and this arbitration must be dismissed for lack of jurisdiction.

Even if the retainer agreement were not void, which it is, because it expired prior to being signed by the Claimant, who could not and did not revive the retainer agreement by signing the agreement after its expiration (likely on or about the time this arbitration was

counsel. (The date of Mr. Hatch's purported signature on the retainer agreement is a date that was inserted by Respondent JMBA and not by whoever signed the agreement.

commenced). *Hawkins v. BSA L.P.*, 2007 D.C. Super. LEXIS 9, *11 (2007) (“The basic law of contracts provides that a contract is binding when acceptance of an offer has been made **prior to the expiration of its terms.**”) (emphasis added).

Indeed, it is Blackletter Law that party cannot accept an offer that has lapsed. 17 *C.J.S. Contracts* § 86 (May 2025 update), and an offeror cannot elect to regard acceptance of a lapsed offer as valid. *Restatement (First) of Contracts* § 73 (A.L.I. Oct. 2024 update). "The rule is well settled that in a contract by offer and acceptance, the acceptance must conform strictly to the offer in all its conditions, without any deviation or condition whatever." *Shell Oil Co. v. Kelinson*, 158 N.W.2d 724, 728 (Iowa 1968) (emphasis added).

Here, because Claimant did not sign the retainer agreement before it expired, his signing the expired agreement did not conform strictly to the all the conditions in the agreement because it expired before Claimant signed it (if, indeed, he, rather than another person, signed it).

Next, Claimant’s Demand for Arbitration is void because it was never signed by Claimant or its counsel.

Next, the (void) retainer agreement states,

All disputes between the Parties to this Agreement arising out of or in connection with the execution, interpretation and performance of this Agreement (including the validity, scope and enforceability of this arbitration provision) shall be solely and finally settled by a board of arbitrators consisting of **either one arbitrator or three arbitrators.** . . .

(Emphasis added.)

Claimant's unsigned Demand for Arbitration fails to specify a number of arbitrators for this arbitration. The (void) retainer agreement states that there shall be either one or three arbitrators. Without a request for any particular number of arbitrators, the Demand is void. In any event, Respondents demand there be three arbitrators.

Next, Claimant's claims set forth in the Demand for Arbitration—importantly, against only **one** unidentified “respondent”—are as follows:

Mr. Hatch signed a contract with **respondent** for **respondent** to seek a presidential pardon. If unsuccessful, **respondent** agreed to pay back \$300,000.00 of the initial payment of \$600,000.00. Despite amicable demand, **respondent** refuses. Additionally, **respondent** has inflicted extreme emotional distress upon Mr. Hatch, consistently [*sic*] misled Mr. Hatch, was untruthful with Mr. Hatch, and caused significant damages for which Mr. Hatch also seeks recompense.

(Emphasis added.)

Claimant Hatch's claims, which do not state that they include breach of contract, seek a partial refund of fees paid by Hatch to JMBA (no fees were paid by Hatch to either Messrs. Wohl or Burkman personally), as well as damages for alleged infliction of extreme emotion distress, misleading Mr. Hatch, and being untruthful with Mr. Hatch—none of which are claims falling within the arbitration clause of the (void) retainer agreement solely between Mr. Hatch and JMBA. Rather such claims appear to largely constitute equitable and tort claims Mr. Hatch believes he has against JMBA, Mr. Burkman and/or Mr. Wohl.

Importantly, as previously stated, neither Mr. Burkman nor Mr. Wohl are parties to the retainer agreement attached to the Arbitration Demand, and no jurisdiction can be had over any claims asserted in this arbitration against those two gentlemen.

Claimant's claims set forth in the unsigned Demand for Arbitration also fail to indicate which of the three Respondents supposedly did any of the alleged wrongful actions.

For these reasons, Respondents' Motion to Dismiss should be granted because there is no valid agreement to arbitrate the vague, equitable claim for a refund, and undefined tort claims asserted by Claimant against all three Respondents in the Demand for Arbitration and, thus, the single arbitrator appointed by Claimant without any participation by Respondents lacks jurisdiction over this arbitration and Respondents.

PROTECTIVE ANSWER TO DEMAND FOR ARBITRATION

Explicitly preserving and reserving all objections set forth above to this arbitration, including a complete lack of jurisdiction, Respondents respond as follows to Claimant's Demand for Arbitration:

GENERAL DENIAL

GENERAL DENIAL

Respondents generally denies each and every allegation of fact and conclusion of law set forth the Demand for Arbitration, and the whole thereof, including those causes of action applicable to it, and further denies that Claimant is entitled to the relief requested or any relief at all, including any damages, attorneys' fees or administrative costs as alleged in the Claim.

AFFIRMATIVE DEFENSES

Respondents hereby state the following defenses to the Demand for Arbitration, but do not assume the burden of proof on any such defense except as required by applicable law. Respondents reserve the right to assert additional defenses or otherwise supplement this Answer upon discovery of facts or evidence rendering such action appropriate.

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

(By Respondent, as to all Causes of Action)

The Demand for Arbitration, and each cause of action therein, fails to state facts sufficient to constitute any cause of action.

SECOND AFFIRMATIVE DEFENSE

(Failure to Mitigate)

(By Respondents, as to all Causes of Action)

Respondents allege and aver that Claimant has failed to exercise care and diligence to mitigate any alleged damages Claimant may have suffered as a consequence of Respondents' alleged actions.

THIRD AFFIRMATIVE DEFENSE

(Damages Claimant's Fault)

(By Respondents, as to all Causes of Action)

Respondents allege and aver that, on information and belief, to the extent Claimant suffered any damages alleged in the Demand, it was not caused by the Respondents, but by the willful, reckless, or negligent conduct of Claimant.

FOURTH AFFIRMATIVE DEFENSE

(Unclean Hands)

(By Respondents, as to all Causes of Action)

The Demand, and each cause of action therein, is barred by the equitable doctrine of unclean hands.

FIFTH AFFIRMATIVE DEFENSE

(Waiver, Estoppel, and Consent)

(By Respondents, as to all Causes of Action)

The Demand, and each cause of action therein, are barred by the doctrines of waiver, estoppel, and consent.

SIXTH AFFIRMATIVE DEFENSE

(Avoidable Consequences)

(By Respondents, as to all Causes of Action)

Respondents allege and aver that Claimant's claims are barred because Respondents exercised reasonable care to prevent and correct any behavior, and Claimant unreasonably failed to take advantage or preventative or corrective opportunities.

SEVENTH AFFIRMATIVE DEFENSE

(Damages Are Speculative)

(By Respondents, as to all Causes of Action)

Respondents allege and aver that Claimant's Demand, and each cause of action therein, is barred as Claimant's prayer for damages is speculative.

EIGHTH AFFIRMATIVE DEFENSE

(Attorneys' Fees)

(By Respondents, as to all Causes of Action)

Respondents allege and aver that Claimant is not entitled to recover attorneys' fees.

NINTH AFFIRMATIVE DEFENSE

(Attorneys' Fees)

(By Respondents, as to all Causes of Action)

Respondents allege and aver that Claimant's Demand, and each cause of action therein, is barred because Claimant is prosecuting this litigation for an improper purpose, and Claimant's claims are frivolous and entitle Respondents to an award of reasonable expenses and attorneys' fees.

TENTH AFFIRMATIVE DEFENSE

(Ratification)

(By Respondents, as to all Causes of Action)

Respondents allege and aver that Claimant's Demand, and each cause of action therein, is barred by the fact that Claimant knowingly participated in and ratified the alleged actions and omissions alleged in the Demand.

ELEVENTH AFFIRMATIVE DEFENSE

(Justification)

(By Respondents, as to all Causes of Action)

Respondents allege that each and every cause of action in Claimant's Demand, and each cause of action therein, is barred because Respondents' conduct was justified.

TWELFTH AFFIRMATIVE DEFENSE

(Acquiescence)

(By Respondents, as to all Causes of Action)

Respondents allege that Claimant's Demand, and each cause of action therein, is barred because Claimant, through its actions, acquiesced to Respondents' conduct.

THIRTEENTH AFFIRMATIVE DEFENSE

(Proximate Cause)

(By Respondents, as to all Causes of Action)

Respondents allege that Claimant's Demand, and each cause of action therein, is barred because no conduct by or attributable to Respondents was either the cause, or the proximate cause, of the damages alleged by Claimant. Rather, the damages alleged by Claimant were caused, either in whole or in part, by Claimant's own acts or omissions or by the acts or omissions of persons or entities other than Respondents.

FOURTEENTH AFFIRMATIVE DEFENSE

(Good Faith)

(By Respondents, as to all Causes of Action)

Respondents allege that Claimant's Demand, and each cause of action therein, is barred because at all times complained of, Respondents acted without malice and in good faith, and that all actions taken by Respondents with regard to Claimant were taken for lawful reasons and in good faith.

FIFTEENTH AFFIRMATIVE DEFENSE

(Failure to Provide Notice)

(By Respondents, as to all Causes of Action)

Respondents allege that Claimant was required to provide notice of this dispute before filing a demand for arbitration and failed to do so, resulting in damage to Respondents.

SIXTEENTH AFFIRMATIVE DEFENSE

(Lack of Jurisdiction)

(By Respondents, as to all Causes of Action)

Respondents allege that Claimant has asserted claims for relief that exceed the Arbitrator's jurisdiction.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Economic Loss Doctrine)

(By Respondents, as to all Causes of Action)

Claimant's claims are barred by the District of Columbia's economic loss doctrine.

RESERVED

Respondents presently have insufficient knowledge or information upon which to form a belief as to whether it may have additional, as yet unstated, affirmative defenses available. Respondents hereby give notice that they intend to rely upon any other defenses that may become available or apparent during the discovery proceedings in this matter and hereby reserve their right to amend the Answer and to assert any such affirmative defenses.

PRAYER FOR RELIEF

WHEREFORE, Respondents pray for judgment against Claimant as follows:

1. That the Demand for Arbitration be dismissed in its entirety with prejudice;
2. That Claimant take nothing by the Demand for Arbitration;
3. That Respondents be awarded reasonable attorneys' fees, expert witness fees, and costs of suit; and
4. For such other and further relief as the arbitrator shall deem just and proper.

Respectfully submitted,

/s/ Charles H. Camp

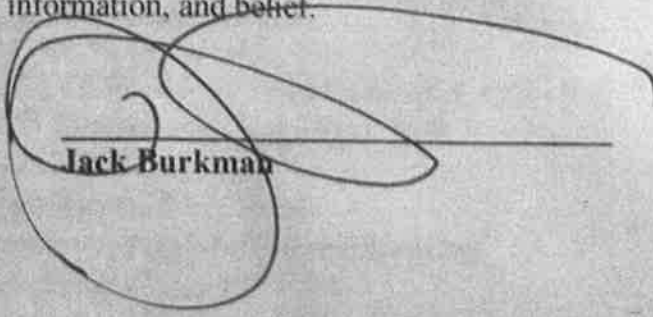
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***Counsel for Respondents JM Burkman &
Associates LLC, Jacob Wohl and Jack Burkman***

Date: June 30, 2026

VERIFICATION

Under penalty of perjury pursuant to 28 U.S.C. Section 1746, I, Jack Burkman, on behalf of myself and JM Burkman & Associates LLC, verify, based on reasonable inquiry, that all factual statements contained in this Motion and Protective Answer are true and correct to the best of my knowledge, information, and belief.



Jack Burkman

CERTIFICATE OF SERVICE

Respondents' below-signed counsel hereby Certifies that this Motion and Protective Answer was electronically served this 30th day of June 2026, by email and through the AAA online portal.

*/s/ Charles H. Camp*_____

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