

jackson lewis
Attorneys at Law

Jackson Lewis LLP
58 South Service Road
Suite 410
Melville, New York 11747
Tel 631 247-0404
Fax 631 247-0417
www.jacksonlewis.com

ATLANTA, GA
BOSTON, MA
CHICAGO, IL
DALLAS, TX
GREENVILLE, SC
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WHITE PLAINS, NY

March 29, 2006

VIA FEDERAL EXPRESS

Joseph Edmonds
JAMS
555 13th St., NW, Ste. 400 W
Washington, DC 20004

Re: Jeff Schmidt v. American Institute of Physics

Dear Mr. Edmonds:

Enclosed please find the following documents with respect to the above-referenced matter:

1. Two copies of the Demand for Arbitration Before JAMS, with a Certificate of Service appended thereto; and,
2. Two copies of the Claims and Relief Sought by Claimant American Institute of Physics.

Please note that a check in the amount of \$600.00 will be provided under separate cover. In addition, it is our understanding that JAMS has a copy of the underlying Settlement Agreement designating Harold Himmelman as Arbitrator for all disputes arising under said Agreement.

Very truly yours,

JACKSON LEWIS LLP


Wendy J. Mellk

WJM:dc
Enclosures

cc: Trish Butler, Esq.
Warren Kaplan, Esq. ✓

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Demand for Arbitration Before JAMS

TO RESPONDENT: Jeff Schmidt

(Name of the Party on whom Demand for Arbitration is made)

(Address) _____

(City) Washington (State) DC (Zip) 20008

(Telephone) _____ (Fax) _____ (E-Mail) _____

Representative/Attorney (if known): Patrica Butler, Esq., Howrey Simon Arnold & White, LLP and Warren Kaplan, Esq., Washington Lawyers Committee for Civil Rights and Urban Affairs

(Name of the Representative/Attorney of the Party on whom Demand for Arbitration is made)

(Address) 1299 Pennsylvania Ave. N.W.

(City) Washington (State) DC (Zip) 20004

(Telephone) 202-783-0800 (Fax) 202-383-6610 (E-Mail) butlert@howrey.com'

FROM CLAIMANT (Name): American Institute of Physics

(Address) One Physics Elipse

(City) College Park (State) MD (Zip) 20740

(Telephone) 301-209-3025 (Fax) 301-209-0847 (E-Mail) tbraun@aip.org

Representative/Attorney of Claimant (if known): Wendy J. Mellk, Esq., Jackson Lewis LLP

(Name of the Representative/Attorney for the Party Demanding Arbitration)

(Address) 58 South Service Rd., Ste. 410

(City) Melville (State) NY (Zip) 11747

(Telephone) 631-247-0404 (Fax) 631-247-0425 (E-Mail) mellkw@jacksonlewis.com

NATURE OF DISPUTE

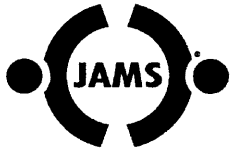
Claimant hereby demands that you submit the following dispute to final and binding arbitration (a more detailed statement of the claim(s) may be attached): See attached.

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).

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Updated 1/15/05



THE RESOLUTION EXPERTS®

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):

Claimant's claims are set forth on the attached document. Pursuant to the Settlement Agreement, Claimant requests maximum relief on each individual claim of \$20,000.

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: JAMS - DC

(Preferred Hearing Location)

Signed (Claimant):


(may be signed by an attorney)

Date:

3/29/06

Print Name:

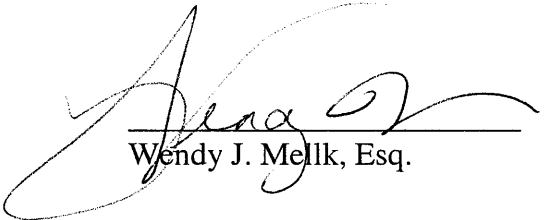
Wendy J. Melik

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of March, 2006, I caused a true and correct copy of the enclosed Demand for Arbitration Before JAMS and Claims and Relief Sought by Claimant American Institute of Physics to be served, via Federal Express, addressed as follows:

Trish Butler, Esq.
Howrey LLP
1299 Pennsylvania Avenue, NW
Washington, DC 20004-2402

Warren K. Kaplan, Esq.
Washington Lawyers' Committee
For Civil Rights & Urban Affairs
11 Dupont Circle, NW Suite 400
Washington, DC 20036



Wendy J. Mellk, Esq.

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CLAIMS AND RELIEF SOUGHT BY CLAIMANT AMERICAN INSTITUTE OF PHYSICS

Claimant American Institute of Physics demands that the following claims be submitted to arbitration and upon each claim, in accordance with the Agreement, seeks an award of damages and attorneys' fees up to and including the contractual maximum amount:

Claim #1) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties, including, but not limited to, the confidentiality and non-disparagement clauses thereof (designated in said Agreement as paragraphs III and IV).

Claim #2) Violation of Mediation Agreement.

Claim #3) Violation of Settlement Agreement – AIP claims that Schmidt violated the confidentiality and provision of the Settlement Agreement entered into by the parties by posting confidential information on Schmidt's website.

Claim #4) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by posting a statement on his website regarding "Schmidt's allegation of AIP, Inc.'s purported wrongdoing".

Claim #5) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by disclosing confidential information to persons who were not parties to this matter.

Claim #6) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making disparaging statements about AIP to 3rd parties not affiliated with this matter.

Claim #7) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by disclosing, directly or

inferentially, confidential information on his website regarding the monetary consideration paid to him by AIP to settle this matter.

Claim #8) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment regarding AIP on his website: “Fired Author wins stunning settlement”.

Claim #9) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment regarding AIP on his website: “AIP’S CONCESSIONS TO SCHMIDT’S DEMANDS”.

Claim #10) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment on his website: “At Schmidt’s insistence, the Settlement Agreement is a public document”.

Claim #11) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment on his website: “Symbolic reinstatement”.

Claim #12) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment on his website: “Public Statement by AIP – The American Institute of Physics has publicly acknowledged that Schmidt’s supervisors and other praised his work and that AIP fired him for his provocative expression.”

Claim #13) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment on his website: “SCHMIDT’S CONCESSIONS TO AIP’S DEMANDS”.

Claim #14) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment on his website: “Censorship of Articles Published by the American Physical Society and Canadian Undergraduate Physics Journal”.

Claim #15) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment on his website: “Schmidt has complied with AIP’s demand that he white out certain text specified by AIP in ‘various articles’”.

Claim #16) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment on his website: “other website censorship. Schmidt has complied with AIP’s demand”.

Claim #17) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment on his website: “Schmidt has agreed to AIP’s demand that he not say anything disparaging of AIP, even if it is true.”

Claim #18) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment on his website: “Schmidt has agreed to AIP’s demand that he keep secret how much money AIP gave him.”

Claim #19) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment on his website: “Articles and letters censored as ‘specified by the American Institute of Physics’ in Settlement Agreement Exhibit D”.

Claim #20) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment regarding AIP on his website: “*The Biological Physicist - Article in American Physical Society publication, as censored by the American Institute of Physics”.

Claim #21) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment regarding AIP on his website: “*Canadian Undergraduate Physics Journal - Article as censored by the American Institute of Physics”.

Claim #22) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment regarding AIP on his website: “*Letter from Michelle Squitieri, an organizer who has three degrees in English, as censored by the American Institute of Physics”.

Claim #23) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following disparaging comment regarding AIP on his website: “*Letter from medical doctor Susan Rosenthal and graduate student Roberto Jankowski-Alfonso, as censored by the American Institute of Physics”.

Claim #24) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement entered into by the parties by making the following

disparaging comment regarding AIP on his website: “*Letter from Matt L., as censored by the American Institute of Physics”.

Claim #25) Violation of Settlement Agreement – AIP claims that Schmidt violated the Settlement Agreement by causing or directing another individual, group or entity to post documents listed on Exhibit D to the Settlement Agreement.

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