

Via E-Mail and Certified Mail

March 4, 2022

John Bartolini
153 E. Main Street
Jefferson Valley, NY 10535
Email: bartolini@optonline.net

Re: Demand to Cease and Desist Harassment, Extortion, Libel and Slander

Mr. Bartolini:

As you are aware, we represent AM General LLC (“AMG”). We are writing to you in response to your email to me dated March 3, 2022 at 12:23pm (the “Email”). A copy of the Email is attached for your convenience as Attachment 1.

First and foremost, please note that you have not transacted any business with AMG, AMG is not a party to any contract with you, and, a result, you are not a customer of AMG. We understand that you are not satisfied with an engine that you have asserted was manufactured by AMG, but that engine was not sold by AMG to you. As you have referenced in the website you created about the engine, leroydiesels.com (the “Website”), the engine was sold to you by Leroy Diesel (“LD”). Accordingly, any issues you have with that engine must be addressed between you and LD only—not AMG.

Next, to the extent (i) the engine you take issue with was manufactured by AMG, which we have not even confirmed to be true, and (ii) that engine was subject to the warranty statement for “New Long Block Engine Assemblies” issued by Unique Diesel—an entity that you did not buy your engine from—as referred to in the Email, then your engine would still not be covered by that warranty. As you stated in your Website, you have had the engine for *months* and you have used the engine for over 500 miles. The warranty statement issued by Unique Diesel states that any warranty (1) is only for 30 days and (2) only applies to an engine in “as-shipped” condition. Your engine is both more than 30 days old and is not in “as-shipped” condition. Simply stated, to the extent you would have been covered by a warranty similar to the one stated by Unique Diesel, that warranty would have either lapsed, been voided, or both.

With respect to your request that AMG send you a new engine at no cost or you “will further engage the internet, chat board, and club member pages” to further harass, annoy, and threaten AMG and its personnel, including Mr. Lyndon Williams—the answer is no. AMG will not send you another engine at no cost and AMG will not do anything to appease you.

In fact, AMG will not do either of those items because not only does it have no obligation to do so, but, more importantly, it will not take part in your criminal actions. As a resident of New York, you should be aware that “[a] person obtains property by extortion when he compels or induces another person to deliver such property to himself . . . by means of instilling in him fear that, if the property is not so delivered, the actor or another will . . . (v) expose a secret or publicize an asserted fact, whether true or false, tending to subject some person to hatred, contempt or ridicule; or . . . (ix) perform any other act which would not in itself materially benefit the actor but which is calculated to harm another person materially with respect to his health, safety, business, calling, career, financial condition, reputation or personal relationships.” NY

March 4, 2022

Page 2

Penal Law § 155.05 (e).

Your statements makes clear, whether in the Email or your threats to Mr. Williams, that you are trying obtain a new engine from AMG through extortion. Furthermore, your statements on the Website regarding AMG and Mr. Williams are false and constitute libel. In fact, on the one hand the Email refers the warranty statement from Unique Diesel regarding a purported warranty provided by AMG and then the Website states “AGM (GEP) will not guarantee your engine”. As such, you know that the statements on the Website are, in fact, false and, therefore, are libelous.

In light of the foregoing, AMG hereby demands that you (1) immediately remove all references to AMG and Mr. Williams from the Website and any other website or online platform; (2) never refer to AMG or Mr. Williams on any website or online platform; (3) not contact AMG or Mr. Williams again; and (4) address any and all of your issues with LD (but AMG will not provide any information regarding LD to you). We expect all of the actions described above will be taken no later than **Monday, March 7, 2022 at 5:00pm EST**.

While AMG appreciates your frustration with LD, neither AMG nor Mr. Williams are responsible for resolving that issue. To be clear—AMG will not accede to your threats, demands, or other attempts to obtain an engine under the threat of harm to the business or reputation of AMG. AMG does not wish to involve the courts or the authorities to resolve these matters with you, but it will not hesitate to do so.

If you have any questions or do not understand the demands in this letter, please have your lawyer contact me.

Very truly yours,

HONIGMAN LLP



Chauncey C. Mayfield II

Attachments