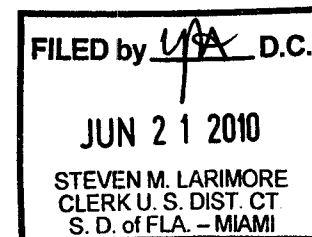


IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION



CASE NO. 10-CIV-20718-COOKE/BANDSTRA

ALBERT SEGAL, and
MARIANNA CHAPAROVA,

Plaintiffs,

vs.

AMAZON.COM, INC.,

Defendant.

**AMENDED COMPLAINT FOR CIVIL PENALTIES, DAMAGES, INJUNCTIVE AND
OTHER EQUITABLE RELIEF**

We, Plaintiffs Albert Segal and Marianna Chaparova ("Plaintiffs"), on our own behalf, as both consumers ("Buyers") and merchants ("Sellers"), file this Amended Complaint against Defendant Amazon.com, Inc. pursuant to Federal Rule of Civil Procedure 15(a)(2), with the opposing counsel's written consent (attached hereto as "Exhibit 1"), and state as follows:

I. NATURE OF PROCEEDINGS

This is an action in law and equity to remedy acts of, inter alia, fraudulent, unfair and dishonest business activity, deceptive and unfair trade practices under the Florida Deceptive and Unfair Trade Practices Act (FDUTPA) (Fla. Stat. § 501.201 *et seq.*), conversion, unjust enrichment, common law tortious interference with business opportunities, all caused by Defendant Amazon.com, Inc.'s willful and intentional disruption of Plaintiffs' ability to engage in trade and commerce.

II. PARTIES

1. Plaintiffs are citizens of the United States and residents of Miami-Dade, Florida.
2. At all relevant times, Plaintiffs have been residing at 10490 S.W. 12th Terrace, Apt. #202, Miami, Florida 33174.
3. Upon information and belief, Amazon.com, Inc. (“Amazon”) is a Delaware corporation with its principal place of business at 1200 12th Ave. South, Ste. 1200, Seattle, Washington 98144.

III. JURISDICTION AND VENUE

4. The Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a) (diversity of citizenship, since the damages in this action are in excess of the sum of \$75,000.00, exclusive of interests and costs); 28 U.S.C. § 1367 (supplemental jurisdiction); and Florida’s consumer protection laws.
5. Upon information and belief, this Court has personal jurisdiction over Amazon because Amazon has engaged and continues to engage in acts or omissions within this judicial district causing injury, has engaged and continues to engage in acts or omissions outside of this judicial district causing injury within the district; or has otherwise made/established contacts with this judicial district sufficient to permit the exercise of personal jurisdiction, or has had continuous and systematic contacts with this forum as a result of business regularly conducted within this district via sales over the Internet.
6. Upon information and belief, Amazon maintains thousands of sales to residents of the state of Florida each year, and at all pertinent times has engaged in “trade or commerce,” as defined by Fla. Stat. § 501.203(8), within the State of Florida and within Miami-Dade County.

7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a) and (c) because the wrongful conduct and/or omissions giving rise to the claims occurred in the Southern District of Florida.

IV. FACTUAL ALLEGATIONS

8. Plaintiffs have been purchasing merchandise from Amazon since February of 2008.

9. In November of 2009, Plaintiffs established an Amazon merchant account (“Seller Account”), and started selling textbooks and other various merchandise. As part of the verification process, Amazon placed a hold of fourteen (14) days on all funds in the Plaintiffs’ account. The hold was placed as a “security requirement,” and prevented disbursement of funds to the Plaintiffs’ checking account during that period. (Amazon’s confirmation e-mail and “Seller Account Information” are attached hereto as “Exhibit 2.”)

10. Between November 30, 2009 and January 31, 2010, Plaintiffs purchased as well as sold thousands of dollars worth of merchandise on Amazon.com without having received a single complaint or negative feedback from any of the consumers and/or merchants with whom Plaintiffs had established business relationships.

11. On January 31, 2010, Plaintiffs received an e-mail from Amazon informing that, as part of Amazon’s “ongoing commitment to improving the customer experience on Amazon.com,” the funds in the Plaintiffs’ Seller Account would be “reserved” for thirty (30) days. The e-mail further stated that this action is taken “regularly,” and that it is not a negative reflection of the Plaintiffs’ selling history. (A copy of that e-mail is attached hereto as “Exhibit 3.”)

12. Upon receiving Amazon’s e-mail of January 31st, Plaintiffs e-mailed Amazon,

expressing concern over the funds having been made unavailable for disbursement without a reasonable justification, without any compensation, and for reasons unrelated to Plaintiffs' performance as either Buyers or Sellers. (A copy of that e-mail is attached hereto as "Exhibit 4.")

13. Amazon never provided Plaintiffs with an explanation as to how holding the Plaintiffs' funds interest-free for thirty (30) days at a time helps improve "customer experience" on Amazon.com.

14. On February 5, 2010, Plaintiffs received an e-mail from Amazon, which stated that "funds are held equivalent to any claim for 30 days." As of February 5, 2010, however, there had not been any claims filed and there was not a single negative feedback left by any of the Plaintiffs' customers to justify the hold. Nonetheless, as of February 5, 2010, Amazon was refusing to disburse over \$1,384.00 of the Plaintiffs' "available funds," without a reasonable justification, and without any compensation. (Amazon's e-mail of February 5th is attached hereto as "Exhibit 5.")

15. On February 13, 2010, in response to Plaintiffs' numerous attempts to get Amazon to disburse the Plaintiffs' funds, Amazon sent an e-mail to Plaintiffs stating that the Plaintiffs' account would be "blocked" and that all listings would be "removed." Amazon's new reason for not disbursing the Plaintiffs' funds was the 2.5% pre-fulfillment cancellation rate. The e-mail further stated that the funds will be "reserved" for ninety (90) days from February 11th, rather than the initial thirty (30) days from January 31st. (A copy of that e-mail is attached hereto as "Exhibit 6.")

16. Upon receiving Amazon's e-mail of February 13th, Plaintiffs, yet again, e-mailed Amazon, explaining that, due to lack of inventory, Plaintiffs had voluntarily cancelled certain

orders, and had issued full refunds for those orders. This was something Plaintiffs had done for the benefit of the customer, and was a reflection of Plaintiffs' good-faith effort to provide good customer service. Plaintiffs also emphasized that Amazon's actions have been causing them to suffer monetary losses, and that they needed to have access to their "available funds" to be able to continue to buy and sell merchandise over the Internet. (A copy of that e-mail is attached hereto as "Exhibit 7.")

17. By February 14, 2010, Amazon was refusing to disburse over \$1,500.00 of the Plaintiffs' "available funds" without a reasonable justification, despite the fact that, as of February 14, 2010, there was not a single negative feedback left by any of the Plaintiffs' customers and not a single claim filed against the Plaintiffs' Seller Account. In fact, Plaintiffs had a customer satisfaction rating of 4.7 out of 5.0 with feedback remarks such as:

"Received book on time and in the condition described."

"Great service!"

(Copies of the "Feedback Report" and "Payments Summary" are attached hereto as "Exhibit 8.")

18. On February 14, 2010, in response to Plaintiffs' request for more information regarding the status of their Seller Account, Amazon sent an e-mail to Plaintiffs, which stated that the closure of the account is a "permanent action," and that "[f]urther correspondence regarding the status of your selling account will not be answered". (A copy of that e-mail is attached hereto as "Exhibit 9.")

19. Plaintiffs, like countless of other unsuspecting Florida consumers, became Amazon Sellers without knowing about the manner in which Amazon systematically and arbitrarily withholds funds for over one hundred days (100) at a time, closes fixed-price listings,

and suspends or terminates accounts without any advance notice, in contravention of its statutory and common law duties.

20. Plaintiffs were induced into investing in becoming Amazon Sellers by the representations made by Amazon in advertisements, press releases, and through its website.

21. Plaintiffs believed the representations made by Amazon and justifiably relied on them, since there was nothing to make Plaintiffs suspect that Amazon's representations were false.

22. Plaintiffs have been damaged, and continue to be damaged, as a result of being denied access to the available funds in their account for over one hundred (100) days and having their account terminated.

23. Plaintiffs, the Plaintiffs' customers and others, including countless of Florida consumers, have overpaid, and continue to overpay, for merchandise purchased from Amazon on Amazon.com as a result of not having access to the listings of honest third-party Sellers whose accounts Amazon has terminated without any reason or justification.

24. Amazon has pocketed ill-gotten profits as a direct result of withholding the Plaintiffs' funds and blocking the Plaintiffs' listings.

V. CAUSES OF ACTION

COUNT 1

DECEPTIVE AND UNFAIR TRADE PRACTICES (CHAPTER 501 PART II, FLORIDA STATUTES)

25. Plaintiffs adopt, re-allege and incorporate herein by reference, the allegations contained in paragraphs 1-24 as if fully set forth herein.

26. Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.20 *et seq.*,

makes it unlawful for “unfair methods of competition, unconscionable acts or practices and unfair or deceptive acts or practices in a conduct of any trade or commerce.” Amazon has engaged in activities that violate said statute. Specifically, Amazon has unlawfully and without a reasonable justification denied Plaintiffs access to their funds for a period of over one hundred (100) days; has directly and/or indirectly made use of those funds; and has denied the Plaintiffs’ customers and other consumers access to the Plaintiffs’ listings.

27. Plaintiffs, prior to entering into a business relationship with Amazon, could not have possibly foreseen that Amazon would refuse to disburse the available funds in the Plaintiffs’ account for many months at a time, without having a reasonable justification to do so.

28. Plaintiffs, prior to entering into a business relationship with Amazon, could not have possibly foreseen that Amazon would deny them access to their own money for almost four (4) months, and would leave them without the funds they needed to continue to engage in honest trade and commerce.

29. Amazon’s failure to disclose and explain its systematic practice of withholding funds in the absence of any disputes, in light of its assurances of funds being made available to Sellers “[a]fter executing [its] world-class payment protection and verifying the [Buyer’s] information,” is intended to deceive third party Sellers, such as Plaintiffs.

30. Amazon is a leading Internet retailer whose original focus on on-line book sales has expanded into online retail of just about every type of merchandise, including consumer electronics, tools, apparel, health and personal care items, baby products, groceries, and more. According to Amazon’s recent SEC filing, it leases “additional” corporate office, fulfillment and warehouse operations, customer service, and other facilities throughout the United States,

including Florida, and at least nine (9) foreign countries. *See* Amazon's 2008 SEC filing, Form 10-K at 16. (A copy of that filing is attached hereto as "Exhibit 10.")

31. Plaintiffs had been selling many of the same books as Amazon sells on its own website. In fact, Plaintiffs had over sixty (60) different book titles listed at or below the lowest prices of Amazon's listings for identical books. (A printout of the Plaintiffs' listings is attached hereto as "Exhibit 11.")

32. Amazon's actions have made it impossible for Plaintiffs and other Sellers to offer consumers books for less money than Amazon is charging, as a direct seller, on Amazon.com, thereby causing thousands of unsuspecting consumers, including Florida consumers, to pay more for those same books.

33. Upon information and belief, Amazon has engaged and continues to engage in a systematic practice of using dishonest and anticompetitive tactics for its own benefit and profit.

34. Amazon systematically, and in its sole discretion, withholds funds for over one hundred (100) days at a time, closes fixed-price listings, suspends or terminates accounts, without providing any information or justification.

35. Plaintiffs have recently conducted a Google search of the words "Amazon.com withheld funds." The search results included countless of complaints from persons whose money Amazon withheld from them for many months at a time without a reasonable justification. The following is an example of the types of complaints that have been posted:

"Amazon suspended payments during the review period and will now hold all my remaining funds for 90 days. I was never trying to rip people off. I have usually sent my orders in a timely fashion except when I realized there was an issue, like a DVD was loose in the case and I had to get a replacement. I was really scared of ever refunding money if I realized a product may be defective and rather bought a new one because I did not want to get bad feedback. Since they use refunds as a measure of seller quality, you're damned if you do and you're damned if you don't refund if a buyer contacts you and claims that they 'did not intend to make' an order

or 'ordered the wrong thing'....

So now I am not only unable to sell the merchandise I have bought to be sold on Amazon, stuff I had to pay for, but I also had to pay for postage for the orders I already fulfilled. This money was taking out of my credit card. I will have to pay interest. Amazon is keeping my money for four months. Since my A-Z claims over the three years I have been selling on Amazon were less than \$500, how can they withhold \$3000 for possible future claims?...

I have sent a few emails to Amazon but to no avail. If I do get a response, it's a form letter that does not really answer the question. They suspend accounts because of 'poor customer service' and their customer service is either a cookie cutter reply or a friendly "we will not answer any further emails". An individual has no chance getting through to them!"

(A printout of a mere sampling of the complaints is attached hereto as "Exhibit 12.")

36. Plaintiffs have very limited resources, and the funds that Amazon refused to disburse represent a significant portion of all of the Plaintiffs' financial resources.

37. As defined by Fla. Stat. § 501.203, Amazon's conduct is unlawful as it constitutes "unfair methods of competition," "unconscionable acts or practices," and/or "unfair or deceptive acts or practices in the conduct of any trade or commerce." *See* also Fla. Stat. § 501.204.

38. Amazon's actions have caused Plaintiffs to discontinue all buying and selling activity on the Internet and, in effect, have forced Plaintiffs out of business.

39. Amazon's conduct as set forth herein was "willful" and constitutes violation under said statute. *See* Fla. Stat. § 501.203(3).

40. Amazon's conduct offends established public policy and is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers and, therefore, a violation of § 501.20 et seq.

41. As a direct and proximate result of Amazon's activities and conduct in violation of Florida's Deceptive and Unfair Trade Practices Act, Plaintiffs are aggrieved persons as

defined by said statute and have suffered damages within the meaning of said statute. *See* Fla. Stat. § 501.203(6), (7); and Fla. Stat. § 501.211.

42. In addition, because Amazon's actions were undertaken with actual malice, and despite knowledge of a high probability that injury or damage would result, Plaintiffs are entitled to punitive damages.

43. Unless Amazon is permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of Amazon will result in irreparable damage, loss and injury to Plaintiffs for which there is no adequate remedy at law.

WHEREFORE, Plaintiffs respectfully pray that the Court grant the equitable and legal relief set forth hereinafter in the prayer for relief.

COUNT 2

FRAUD AND/OR FRAUD IN THE INDUCEMENT

44. Plaintiffs adopt, re-allege and incorporate herein by reference, the allegations contained in paragraphs 1-43 as if fully set forth herein.

45. Amazon's marketing campaign is intended to induce persons and small businesses into becoming Sellers on Amazon.com under the guise that selling on Amazon.com is secure, easy, and profitable. For example, in its "Selling on Amazon - How It Works" online demo, Amazon outlines the "five easy steps to selling on Amazon" because Amazon wants "you to see the benefit of teaming up with the world's leading internet retailer and unlocking the potential of your business," as follows:

Step 1: "Upload Your Product Inventory – With Selling on Amazon, uploading inventory is a quick and easy task."

Step 2: “Customers See Your Products on Amazon.com – Amazon.com is a leading web site which is a stop for millions of online shoppers. With active customer accounts worldwide, your business and products are exposed to millions of potential customers every day.”

Step 3: “Customers Purchase Your Products – Amazon.com makes buying your products a snap. With detailed product pages, visual representation, and 1-click purchase and a brand millions of customers trust, we help your customers make quick, easy and worry-free purchases.”

Step 4: “You Ship Products to Customers – Amazon notifies you by email when an order has been placed. You simply pack and ship your item to the customer.”

Step 5: “Amazon Transfers Payment to You – After executing our world-class payment protection and verifying the customer information for you, Amazon deposits payment into your bank account and also sends you an email notifying you that your payment has been sent.”

The demo concludes with the following statements:

“Selling on Amazon is just that easy.”

“Build Your Business with Amazon.com.”

See www.amazonservices.com/content/how-it-works-sell-on-amazon.htm

46. Amazon’s marketing campaign intentionally fails to disclose that Amazon routinely and arbitrarily withholds funds for four (4) months at a time and terminates accounts regardless of the Sellers’ performance, and in the absence of any disputes, which has the effect of forcing Sellers out of business.

47. Amazon does not disclose anywhere that it systematically withholds funds in excess of the amount of time it allows Buyers to dispute their transactions.

48. Amazon does not disclose anywhere that it arbitrarily determines whether to withhold funds, and in fact systematically withholds funds that cannot possibly be subject to any disputes.

49. Amazon does not disclose anywhere that it systematically terminates listings and/or Seller accounts without a reasonable justification. In fact, in most cases, once Amazon denies Sellers access to their funds, it also ends-up terminating their accounts. Amazon does this regardless of Buyer feedback, which is the primary matrix by which Amazon supposedly evaluates the Sellers' performance.

50. Amazon's marketing campaign, upon which Plaintiffs relied, intentionally fails to disclose that Sellers are not allowed the opportunity to challenge its decision to withhold funds, debit bank accounts, close listings for fixed-price merchandise, terminate accounts, et cetera.

51. Amazon knows that no-one will invest his/her time and money to become a Seller on Amazon.com without the misrepresentations and material omissions regarding its common course of conduct.

52. Plaintiffs relied on Amazon's fraudulent representations and material omissions in its multimillion dollar marketing campaign and, like thousands of other "Amazon Sellers," purchased merchandise for the sole purpose of selling it on Amazon.com.

53. Plaintiffs believed the representations made in Amazon's advertisements, press releases, and the representations made through its website, and justifiably relied on those representations because Plaintiffs had no reason to suspect that they were false.

54. Once Plaintiffs bought into the Amazon's marketing campaign, became Sellers on Amazon.com and entrusted Amazon with their personal and financial information, as well as with their life savings, Amazon denied Plaintiffs access to their own money, closed their listings, and effectively forced them out of business.

55. Plaintiffs reasonably expected to generate income, and were in fact generating income, through a quick and efficient inventory turnover. Plaintiffs were able to purchase additional inventory upon receiving their funds from previously executed transactions, which lead to increased profitability.

56. Amazon's scheme is designed to adversely affect third party Sellers' ability to maintain high inventory velocity. It is not possible for any business to survive without being able to turnover inventory quickly and efficiently. In fact, Amazon's own success depends almost entirely on its ability to maintain high inventory velocity, which allows it to collect payments from its customers before its payments to suppliers come due. *See* Amazon's 2009 SEC filing, Form 10-K at 20, attached hereto as "Exhibit 13." According to Amazon, for every 1% of additional inventory valuation allowance at December 31, 2009, Amazon would have recorded an additional cost of sales of approximately \$23 million. *Id.* at 21, attached hereto as "Exhibit 14."

57. Amazon's scheme is calculated to make use of the Sellers' funds long enough to affect its profit margin, while forcing third-party Sellers with whom it is in direct competition out of business. Plaintiffs, for example, were forced out of business after fulfilling over seventy (70) orders, many of which were for the same books Amazon sells on its website. Plaintiffs were able to offer many of the exact same books Amazon sells at twenty-to-twenty-five percent below Amazon's prices.

58. At all relevant times, Amazon was fully cognizant of the fact that Plaintiffs were involved in honest trade and commerce.

59. As evidence of Amazon's fraudulent intent, Plaintiffs site Exhibits 2 – 9. Amazon refused to disburse the undisputed funds belonging to Plaintiffs for over one hundred (100) days, terminated the Plaintiffs' Seller Account without providing any justification, and refused to respond to Plaintiffs' communication regarding their Seller Account or provide any information regarding the outcome of its so-called "investigation" of Plaintiffs' selling activities.

60. Plaintiffs have no agreement with Amazon, written or verbal, that would allow Amazon to withhold the Plaintiffs' funds for almost four (4) months.

61. With the Amazon's initial notification to Plaintiffs that it was placing a "hold" on their funds, Amazon knowingly started the process of procuring ownership of the Plaintiffs' funds with the intention of exercising complete control over these funds in excess of thirty (30) days.

62. As Plaintiffs site in Exhibit 12, Amazon's conduct is systematic and is intended to generate a profit under the false pretense of providing "customer service."

63. Amazon, without any regard whatsoever for honesty, fairness or truth, has falsely claimed that it needed to investigate Plaintiffs, all in an effort to retain and make use of the Plaintiffs' funds for profit, and to force Plaintiffs out of business.

64. Amazon has deceived and injured Plaintiffs and countless of others like them, and is likely to continue to deceive and injure others, absent judicial intervention.

65. As set forth above and herein, Amazon made:

- (a) False representations;
- (b) Material to the transaction at hand;

- (c) Made falsely and with knowledge of their falsity and/or recklessness as to whether the statements were true and/or false;
- (d) With the intent of misleading Plaintiffs into relying upon the misrepresentations;
- (e) That Plaintiffs justifiably relied upon;
- (f) That caused and/or proximately caused Plaintiffs damages and/or injuries.

66. Amazon abused the Plaintiffs' trust, and has acted untruthfully, unfairly, fraudulently, and in a way that is outrageous and offensive to any decent individual.

67. As a result of Amazon's fraudulent and deceptive common course of conduct, Plaintiffs were defrauded, sustained damages and were harmed in an amount to be determined at trial, and furthermore are entitled to punitive damages as awarded by the fact-finder at trial.

WHEREFORE, Plaintiffs respectfully pray that the Court grant the equitable and legal relief set forth hereinafter in the prayer for relief.

COUNT 3

CONVERSION

68. Plaintiffs adopt, re-allege and incorporate herein by reference, the allegations contained in paragraphs 1-67 as if fully set forth herein.

69. Amazon had a duty to maintain and preserve the funds in the Plaintiffs' account and to prevent their diminishment through its own wrongful acts.

70. Amazon has, without proper authorization, assumed and exercised the right of ownership over the Plaintiffs' funds, in hostility to the rights of Plaintiffs, and without legal justification.

71. Amazon continued to retain these funds unlawfully without the consent of Plaintiffs for over one hundred (100) days, thereby making it impossible for Plaintiffs to generate income while increasing its own profits.

72. Amazon intended to permanently deprive Plaintiffs of the income that was being derived from said funds.

73. These funds are properly owned by Plaintiffs, not Amazon, which has claimed that it is entitled to the benefits it has received as a result of procuring ownership of said funds, contrary to the rights of Plaintiffs.

74. At all relevant times, Plaintiffs were entitled to the immediate possession of these funds.

75. Amazon wrongfully converted these specific and readily identifiable funds in violation of law.

76. Amazon's wrongful conduct is systematic and is continuing.

77. As a direct and proximate result of this wrongful conversion, Plaintiffs have suffered and continue to suffer damages.

78. By reason of the foregoing, Plaintiffs are entitled to recover from Amazon all damages and costs permitted by law, including any and all other amounts that Amazon has wrongfully converted.

WHEREFORE, Plaintiffs respectfully pray that the Court grant the equitable and legal relief set forth hereinafter in the prayer for relief.

COUNT 4

UNJUST ENRICHMENT

79. Plaintiffs adopt, re-allege and incorporate herein by reference, the allegations contained in paragraphs 1-78 as if fully set forth herein.

80. Amazon unlawfully denied Plaintiffs access to their own financial resources for over one hundred (100) days, and used the Plaintiffs' resources for profit, which profit was an unjust enrichment to Amazon.

81. Plaintiffs have no agreement with Amazon, written or verbal, that would allow Amazon to withhold the Plaintiffs' funds for over one hundred (100) days.

82. Amazon has voluntarily accepted and retained these profits and benefits, derived from Plaintiffs, with full knowledge and awareness that, as a result of its outrageous misrepresentations and wrongdoings, Plaintiffs were unable to benefit from their business transactions on Amazon.com in a way that had been represented by Amazon.

83. Based upon Amazon's unauthorized and unlawful use of the Plaintiffs' funds for profit and in conjunction with Amazon's failure to provide any reasonable and fair compensation to Plaintiffs, Amazon has received and appreciated benefits under circumstances by which it would be unfair and unjust for Amazon to retain such benefits without compensation to Plaintiffs.

84. As a direct and proximate result of Amazon's unjust enrichment, the Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs respectfully pray that the Court grant the equitable and legal relief set forth hereinafter in the prayer for relief.

COUNT 5

TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS

85. Plaintiffs adopt, re-allege and incorporate herein by reference, the allegations contained in paragraphs 1-84 as if fully set forth herein.

86. Plaintiffs have entered into and/or had a reasonable expectation of being able to

maintain or enter into contracts or business relationships with certain third parties who were the Plaintiffs' existing customers and/or had communicated their interest in establishing prospective relationship with the Plaintiffs. Plaintiffs had fulfilled a substantial number of orders and had established a customer base by providing good customer service, and offering competitive prices and other incentives.

87. Amazon was aware of the Plaintiffs' existing and prospective business relations.

88. Amazon knowingly, willfully and unjustifiably interfered in the Plaintiffs' expectancies by diverting the Plaintiffs' customers through the use of deceptive, unfair, and anticompetitive trade practices, such as denying the Plaintiffs' customers access to the Plaintiffs' listings.

89. At all relevant times, Amazon's conduct as complained of herein was knowing, deliberate and malicious.

90. Amazon's intentional interference with the Plaintiffs' existing contractual ongoing business relationships is causing, and threatens to continue to cause, serious and irreparable harm to Plaintiffs, including harm to Plaintiffs' reputation, credibility and good will, as well as lost sales.

91. Amazon has been profiting and continues to profit from the purported unlawful activity, which includes withholding funds and denying honest consumers and merchants, such as Plaintiffs, access to (Amazon's competitors') listings on Amazon.com.

92. Plaintiffs have been damaged and continue to be damaged by the Amazon's conduct as complained of herein.

93. In addition, because Amazon's actions were undertaken with actual malice, and despite knowledge of a high probability that injury or damage would result, Plaintiffs are entitled

to punitive damages.

94. Amazon's aforesaid acts, unless enjoined by this Court, will continue to cause Plaintiffs irreparable damage, loss and injury, for which Plaintiffs have no adequate remedy at law.

WHEREFORE, Plaintiffs respectfully pray that the Court grant the equitable and legal relief set forth hereinafter in the prayer for relief.

COUNT 6

NEGLIGENT MISREPRESENTATION

95. Plaintiffs adopt, re-allege and incorporate herein by reference, the allegations contained in paragraphs 1-94 as if fully set forth herein.

96. Amazon, in all of its marketing campaigns, misrepresents its role as being a mere facilitator of a platform for third party Sellers, and does not disclose the true nature of its involvement, and the extent to which it systematically, unreasonably, and without justification interferes in the business relations between Buyers and Sellers.

97. Amazon's marketing slogans, such as "[we] look forward to seeing your business grow in ways you never thought imaginable with the help of Amazon.com," "Build Your Business with Amazon.com," and "... we help your customers make quick, easy and worry-free purchases," are intended to induce the unsuspecting consumers into purchasing merchandise that they reasonably expect to sell to independent Buyers on Amazon.com.

98. Amazon's false statements and material omissions are made knowingly, and with the intention of inducing others to act on them.

99. Plaintiffs, having relied on the assurances made in Amazon's marketing campaign, invested their savings to become Sellers on Amazon's platform.

100. Plaintiffs, acting in justifiable reliance on the Amazon's false statements and material omissions, have suffered, and continue to suffer, damages in an amount to be determined at trial, and furthermore are entitled to punitive damages as awarded by the factfinder at trial.

WHEREFORE, Plaintiffs respectfully pray that the Court grant the equitable and legal relief set forth hereinafter in the prayer for relief.

COUNT 7

BREACH OF FIDUCIARY DUTY AND CONSTRUCTIVE FRAUD

101. Plaintiffs adopt, re-allege and incorporate herein by reference, the allegations contained in paragraphs 1-100 as if fully set forth herein.

102. Amazon owed a legal, moral, and social duty to Plaintiffs to perform its duties and obligations and to act in the best interest of the Plaintiffs.

103. Plaintiffs had entrusted Amazon with their private information, including their credit card account and personal checking account information.

104. The relationship between Plaintiffs and Amazon is confidential in nature in that Amazon is obligated not to publicly disclose any of the Plaintiffs' sensitive financial and personal information.

105. Due to Amazon's control and maintenance of the accounting and financial information with regard to Plaintiffs' buying and selling activities on Amazon.com, as well as all funds in their "Seller Account," Amazon was in a superior position to that of the Plaintiffs to ensure that Plaintiffs' funds were promptly disbursed to their checking account.

106. At all relevant times, Amazon acted in an arbitrary manner that served to further its own interests over those of Plaintiffs'.

107. Plaintiffs reasonably relied upon Amazon to discharge these duties owed and had no reason to believe that Amazon, without an explanation or reasonable justification, would deny them access to their funds for over one hundred (100) days, thereby depriving Plaintiffs the compensation to which they were and are entitled.

108. Amazon's conduct in this regard is a breach of the fiduciary duties owed to Plaintiffs and constitutes constructive fraud.

109. As a result of Amazon's breach of fiduciary duties and constructive fraud, Plaintiffs have been significantly damaged.

WHEREFORE, Plaintiffs respectfully pray that the Court grant the equitable and legal relief set forth hereinafter in the prayer for relief.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray that the Court render judgment against Amazon in each claim for relief jointly and severally, and as follows:

A. Issuing a temporary, preliminary, and permanent injunction preventing Amazon from further engaging in the unlawful conduct set forth in this Complaint, including but not limited to, requiring Amazon to:

- (1) Reinstatement the Plaintiffs' Seller Account;
- (2) Make the Plaintiffs' listings available to the Plaintiffs' customers and all other consumers; and
- (3) Cease any further unlawful conduct set forth in this Complaint.

B. Awarding Plaintiffs declaratory relief, establishing that Amazon has been profiting and continues to profit from the purported unlawful activity, such as denying Plaintiffs, the Plaintiffs' customers and other consumers, access to Amazon's competitors' listings on

Amazon.com, denying honest consumers and merchants, such as the Plaintiffs, access to their own funds without a reasonable justification, and engaging in the purported unlawful activity knowingly, intentionally, and with actual malice;

C. Awarding Plaintiffs compensatory damages, treble damages, punitive damages, and any other damages permitted by law, in the amount to be determined at trial, but in excess of \$75,000.00, plus Plaintiffs' costs and fees in this suit;

D. Awarding Plaintiffs other appropriate equitable relief, including, but not limited to, disgorgement of all profits obtained from Amazon's wrongful conduct;

E. Awarding Plaintiffs prejudgment and post-judgment interest at the maximum rate allowed by law;

F. Awarding Plaintiffs costs and expenses in this litigation; and/or

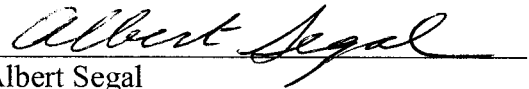
G. Awarding Plaintiffs any other and further relief this Honorable Court deems equitable and just.

VII. REQUEST FOR JURY TRIAL

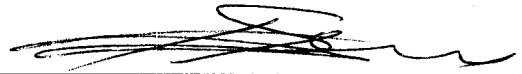
Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs request a trial by jury as to all issues so triable.

DATED: June 21, 2010

Respectfully submitted, ·



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E-mail address: alby1969_98@yahoo.com

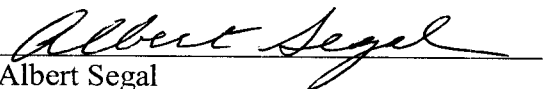


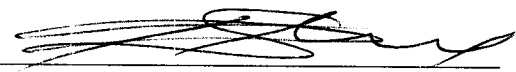
Marianna Chaparova
Plaintiff, pro se
10490 S.W. 12th Terr., Apt# 202
Miami, FL 33174
E-mail address: manach101@yahoo.com

CERTIFICATE OF SERVICE

We, Plaintiffs Albert Segal and Marianna Chaparova, hereby certify that on June 21, 2010, we filed the foregoing document with the Clerk of the Court. We also certify that a true copy of the foregoing document is being furnished this day by electronic mail and U.S. Priority Mail upon counsels of record identified on the Service List.

Respectfully submitted,


Albert Segal
Plaintiff, pro se


Marianna Chaparova
Plaintiff, pro se

SERVICE LIST

David B. Esau, Esq.
Carlton Fields, P.A.
City Place Tower, Suite 1200
525 Okeechobee Blvd.
West Palm Beach, FL 33401

Exhibit 1

From: "Esau, David B." <desau@carltonfields.com>
To: alex siegal <alby1969_98@yahoo.com>
Sent: Mon, June 14, 2010 8:42:08 AM
Subject: RE: Segal/Chaparova v. Amazon.com (Case No. 10-cv-20718, U.S. District Court for the Southern District of Florida)

Mr. Segal-

I do not oppose your filing an amended complaint, but Amazon reserves its right to move to dismiss any additional claims brought in your amended complaint. I still believe this case should be dismissed or transferred to Washington based on the forum selection clause, but we will file another motion to that effect when/if appropriate. Thanks.

-David

Exhibit 2

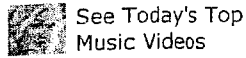
Hi, Marianna
All-New Mail

Sign Out
Help

Preview Mail w/
Toolbar

Yahoo! Mail

YAHOO! MAIL
Classic



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Folders

Inbox (1069)
 Drafts (33)
 Sent

[]
 []

My Photos
 My Attachments

Chat & Mobile Text

[Hide]

I am Available

0 Online Contacts [Add]

You don't have any Chat contacts yet.

Start a New Chat

0 Mobile Contacts [Add]

You don't have any Mobile Text contacts yet.

Start a Text Message

Settings

My Folders

[Add - Edit]

1

ADVERTISEMENT

Your Amazon.com Seller Account is Registered

Sunday, November 29, 2009 11:48 PM

From: "Amazon Merchant Notifications" <merchant-notifications@amazon.com>

To: "manach101@yahoo.com" <manach101@yahoo.com>

Congratulations from Amazon Marketplace!

Alby2009, you've successfully created an Amazon Marketplace account and are now selling at Amazon.com.

From now on, you can access your new seller account at the following URL:

www.amazon.com/gp/seller-account/management/your-account.html

If you haven't already, please go to your Seller Account to finish setting up your account and start listing additional items for sale. As a seller, you can use Seller Account to:

- o access Seller Help to learn more about what to do when your product sells
- o view your customer feedback and ratings
- o view your inventory and list additional products
- o issue a refund to a customer
- o set up your disbursements so you receive payments from your customer sales

Please note that there is an initial 14-day holding period before funds will be released from your Payments account. This holding period is a very important security requirement and you will not be able to disburse funds to your checking account during this time.

If you have any questions as you begin listing products

and setting up your seller account, please visit our Seller Help Center:

www.amazon.com/seller-help

www.amazon.com/new-seller-faq

where you can search and browse our help documents and/or request additional support.

Thank you for selling with Amazon.com.

Amazon Services

Delete Reply Forward Spam Move...

Previous | Next | Back to Search Results | Search Message Encoding | Full Headers

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New

Mail Search

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Hello, Marianna Chaparova. We have recommendations for you. (Not Marianna?) [Kindle](#)

[Marianna's Amazon.com](#) | [Today's Deals](#) | [Gifts & Wish Lists](#) | [Gift Cards](#)

[Shop All Departments](#)

Search

Ca

[Seller Account: Alby2009](#) > **Seller Account Information**

Seller Account Information

View your settings below. Use the 'Edit' buttons to change any of the fields.

Seller Information

[Edit](#)

Display Name: Alby2009

Legal Business Name: Alby2009

Storefront Link: None (click Edit button to set)

Business Address: 10490 SW 12TH TER APT 202
MIAMI, FL 33174-3836
United States
2158475525

Charge Method

[Edit](#)

Credit Card Type: Visa

Credit Card Number: **** * 8710

Expiration Date: 12/2012

Cardholder's Name: Albert Segal

Billing ZIP Code: 33174

Deposit Method

[Edit](#)

Bank Account Number: *****0921

Bank Account Holder Name: Albert Segal

Selling Plan

[Upgrade](#)

Current Selling Status: Individual

[Click upgrade to learn the benefits of becoming a Pro Merchant.](#)

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Exhibit 3

Hi, Marianna | Sign Out |
All-New Mail | Help

New IE8 powered by
Y!

Yahoo! Mail

YAHOO! MAIL
Classic

Check Mail

New ▾

Mail Search the new Yahoo! Mail



Yahoo! Small Business
news & resources

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Reply ▾

Forward

Spam

Move... ▾

Your Amazon.com Seller Account

Sunday, January 31, 2010 6:13 PM

From: "Amazon.com Seller Performance Team" <seller-evaluation@amazon.com>

To: "manach101@yahoo.com" <manach101@yahoo.com>

Hello from [Amazon.com](#).

As part of our ongoing commitment to improving the customer experience on Amazon.com, we are conducting a review of your seller account. During this review period your funds will be reserved in your Amazon Payments account for up to 30 days, although we will continue accepting orders on your behalf for items you list for sale on Amazon.com.

Please know this is not necessarily a negative reflection of your selling history. This action is taken regularly on marketplace selling accounts across the Amazon platform, particularly where sales volumes or inventory levels are not supported by sufficient buyer feedback or established sales history. Account reviews may also be the result of increases in negative feedback, chargebacks or A-to-z Guarantee claims received.

During this review we will be evaluating the performance of your account, including customer feedback and A-to-z Guarantee claims received. It is important that you continue to fulfill orders and only list items for sale that you are able to deliver as promised during this process.

While our review can take as many as 30 days to complete, you may be able to expedite the release of your funds by providing us with the following information:

1. Tracking numbers of items shipped with corresponding Amazon.com order numbers
2. Current retail or online sales channels including links to selling pages
3. Detailed explanation of your business including your source of inventory

Folders

Inbox (1069)

Drafts (33)

Sent

[]

[]

My Photos

My Attachments

Chat & Mobile Text

[Hide]

I am Available

0 Online Contacts

[Add]

You don't have any Chat contacts yet.

Start a New Chat

0 Mobile Contacts

[Add]

You don't have any Mobile Text contacts yet.

Start a Text Message

Settings

My Folders

[Add - Edit]

1

ADVERTISEMENT

source of inventory

4. Amount of inventory you plan to list for sale on Amazon.com and availability of items for delivery

Please write to merchant-approval@amazon.com to provide us with information regarding your seller account. Amazon sellers can confirm shipments in Seller Central or your seller account by clicking the "Orders" tab, then

clicking "Confirm Shipment" and entering tracking information for fulfilled orders.

We will evaluate the information that you provide to us and respond accordingly.

You will be notified via e-mail when our account review is complete.

Regards,

Seller Performance Team
Amazon.com
<http://www.amazon.com>

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Reply ▼

Forward

Spam

Move... ▼

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New ▼

Mail Search

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Exhibit 4

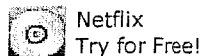
Hi, Marianna | Sign Out |
All-New Mail | Help

Y! Recommends New
IE8

Yahoo! Mail

YAHOO! MAIL
Classic

Web Search



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Folders
Inbox (1070)
Drafts (33)
Sent

[]

[]

My Photos
My Attachments

Chat & Mobile Text [Hide]
I am Available
0 Online Contacts [Add]
You don't have any Chat contacts yet.
Start a New Chat
0 Mobile Contacts [Add]
You don't have any Mobile Text contacts yet.
Start a Text Message
[Settings](#)

My Folders [Add - Edit]
1

ADVERTISEMENT

RE: [Case 16713421] Delayed payment

Thursday, February 4, 2010 1:03 AM

From: "Marianna Chaparova" <manach101@yahoo.com>

To: merchant-reserve-inquiry@amazon.com

RE: [Case 16713421] Delayed payment

To Whom It May Concern:

I have now contacted your company twice regarding disbursement of the available funds in my account. Unfortunately, I still have not been given an acceptable explanation for your failure to disburse the available funds in my account and have not been provided with a response to several other issues (detailed herein) that I had raised in my previous email letters to you. Perhaps my business is not valuable to Amazon!

MY CONCERN IS AS FOLLOWS:

There can be no reasonable justification for keeping my money (interest free) and not allowing me access to it once it becomes available/disburseable. I do NOT have any A-Z claims or negative feedback to justify the hold. You are currently holding over \$1,000.00 interest-free for no reason (I have included an email that was sent to me by your "Seller Performance Team below, which states that that is a routine business practice for your company).

I pay in full for the items I sell, as well as for the shipping of those items (and you do charge a commission for that as well). Needless to say, I need to be compensated to be able to continue to do business.

I have paid a lot of money in commissions to Amazon and have made numerous purchases from you. Unless the available funds are disbursed immediately, I will discontinue making my purchases and/or sales through my Amazon account.

The hold is insulting; moreover, as stated above, the items I sell I did not get for free - I paid for them and I want to be compensated once the funds become available, NOT a month thereafter.

Also, I would like to know whether you can charge me a lower commission on my sales due to the volume of sales per my account.

PLEASE HAVE SOMEONE FROM MANAGEMENT REPLY TO THIS
EMAIL ASAP!

Thank You!!

[Delete](#) [Reply](#) [Forward](#) [Move...](#)

[Previous](#) | [Next](#) | [Back to Messages](#) | [Select Message Encoding](#) | [Full Headers](#)

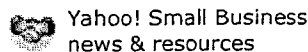
[Check Mail](#) [New](#) [Mail Search](#)

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Exhibit 5

Mail	Contacts	Calendar	Notepad	What's New?	Mobile Mail	Options
-------------	-----------------	-----------------	----------------	--------------------	--------------------	----------------

Check Mail	New ▾		Mail Search	the new Yahoo! Mail
------------	-------	--	-------------	---------------------


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[Mark as Unread](#) | [Print](#)
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Folders**Inbox (1070)**

Drafts (33)

Sent

[]

[]

My Photos

My Attachments

Chat & Mobile Text[\[Hide\]](#)**I am** Available

0 Online Contacts

[\[Add\]](#)

You don't have any Chat contacts yet.

Start a New Chat

0 Mobile Contacts

[\[Add\]](#)

You don't have any Mobile Text contacts yet.

Start a Text Message[Settings](#)**My Folders**[\[Add - Edit\]](#)

1

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RE: [Case 16713421] Delayed payment

Friday, February 5, 2010 10:35 PM

From: "Amazon Seller Support"
 <seller.service05@amazon.com>

To: "manach101@yahoo.com" <manach101@yahoo.com>

Greetings,

We're sorry to know about the situation.

I have reviewed your account and see that you have \$1,384.83 under reserve.

Please note that as per our new reserve policy we hold funds equivalent to any claims until 30 days. Once we conclude that there are no unexpected changes in account activity we will release this fund and make it available for disbursement.

Please note that your concern would be better handled by sending an e-mail to merchant-reserve-inquiry@amazon.com.

Please feel free to contact us with any other concerns. We hope your issue gets resolved soon.

Best regards,

Dharani

[Amazon.com Seller Support](#)

Have you seen our support blog? For valuable strategies and best selling practices, visit

<http://www.amazon sellersupportblog.com/>

Check your seller account: <http://www.amazon.com/seller-account>

Please note: this e-mail was sent from a notification-only address that cannot accept incoming e-mail. Please do not reply to this message.

To contact us again about this issue, please use the Contact Us form using the following link:

Exhibit 6

Hi, Marianna | Sign Out |
All-New Mail | Help

[Get Yahoo! Toolbar](#)

[Yahoo!](#)

[Mail](#)

YAHOO! MAIL
Classic

Web Search

Mail	Contacts	Calendar	Notepad	What's New?	Mobile Mail	Options
<input type="button" value="Check Mail"/>	<input type="button" value="New"/> ▼	<input type="text"/>		<input type="button" value="Mail Search"/> the new Yahoo! Mail		



Ask a Psychic
Free Questions

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Folders

Inbox (1070)

Drafts (28)

Sent

[]
[]

My Photos

My Attachments

Chat & Mobile Text

[Hide]

I am Available

0 Online Contacts

You don't have any Chat contacts yet.

Start a New Chat

0 Mobile Contacts

You don't have any Mobile Text contacts yet.

Start a Text Message

[Settings](#)

My Folders

1

DeVry
University

Business Administration with emphasis in:

Operations Management

Technical Communications

Your Amazon.com Inquiry

Saturday, February 13, 2010 1:05 PM

From: "Amazon.com" <merchant-reserve-inquiry@amazon.com>

To: "manach101@yahoo.com" <manach101@yahoo.com>

Greetings from [Amazon.com](#).

Thank you for contacting us. Due to the status of your account we are reserving your funds in your Amazon selling account until we are sure all items have shipped and no A-z Guarantee Claims are received against your account. Your account will be evaluated 90 days after the initial date of block or closure request, which was February 11, 2010. Your funds will be disbursed to the bank account on file after your 90 day review, minus any outstanding chargebacks or A-z claims.

Please note, your Amazon.com selling account is a non-interest earning account.

For questions regarding why your account was blocked, please contact seller-performance@amazon.com.

Per section 2 of the AMAZON SERVICES BUSINESS SOLUTIONS AGREEMENT:

"If we reasonably conclude based on information available to us that your actions and/or performance in connection with the Agreement may result in a significant number of customer disputes, chargebacks or other claims, then we may, in our sole discretion, delay initiating any remittances and withhold any payments to be made or that are otherwise due to you under this Agreement for the shorter of: (a) a period of ninety (90) days following the initial date of suspension; or (b) completion of any investigation(s) regarding any Seller actions and/or performance in connection with the Agreement."

Best regards,

Payment Specialist

Payment Specialist

<http://www.amazon.com>

=====

----- Original message: -----

To Whom It May Concern:

I currently do NOT have any negative feedback. In fact my feedback rating is 4.7 out of 5. You further stated that my account sales volume or inventory level is not supported by sufficient buyer feedback or established sales history. In fact, I have filled over sixty (60) orders and have not had a single complaint filed against me; and, to date, I have indeed continued to fill all of the orders.

As you know, most satisfied buyers do not leave any feedback. So, that is not a good reason for holding funds interest-free for 30 days. I had previously requested information from you regarding the timing of the disbursements, whether the funds were being held in an interest-bearing account, etc. Yet, until now, I have only received pre-prepared email responses from you. I have paid a lot of money in commissions, but you have NOT treated me like a valued customer.

As for your claim that my "cancel rate is excessive". In fact, my cancel rate is minimal - I have satisfied over 97% of my orders. Sometimes an order comes in right after the item ordered was sold and, therefore, the item is no longer available. That is normal in any business. I try very hard to keep my listings/inventory up to date, and I believe that I do a pretty good job.

You are costing me monetary losses!

I am once again requesting that someone from your management team respond to my concerns and that my account be reinstated immediately in order to limit further losses to me.

I thank you and hope to hear from you soon!

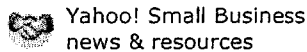
--- On Thu, 2/11/10, Marianna Chaparova
<manach101@yahoo.com> wrote:

From: Marianna Chaparova <manach101@yahoo.com>
Subject: Fw: RE: [Case 16713421] Delayed payment
To: merchant-reserve-inquiry@amazon.com, merchant-approval@amazon.com
Date: Thursday, February 11, 2010, 12:17 AM

I need to know exactly when my funds will be released,

Exhibit 7

Mail	Contacts	Calendar	Notepad	What's New?	Mobile Mail	Options
Check Mail	New ▾				Mail Search	Try the new Yahoo! Mail



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Folders

Inbox (1069)

Drafts (33)

Sent

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[]

My Photos

My Attachments

Chat & Mobile Text

[Hide]

I am Available

0 Online Contacts [\[Add\]](#)

You don't have any Chat contacts yet.

Start a New Chat

0 Mobile Contacts [\[Add\]](#)

You don't have any Mobile Text contacts yet.

Start a Text Message

[Settings](#)

My Folders

[\[Add - Edit\]](#)

1

ADVERTISEMENT

Re: Your Amazon.com Inquiry, Case 16713421, Delayed payment

Saturday, February 13, 2010 12:00 PM

From: "Marianna Chaparova" <manach101@yahoo.com>

To: "Amazon.com" <seller-performance@amazon.com>

To Whom It May Concern:

I have already provided you with a response regarding my "cancel rate". My cancel rate is NOT excessive. I filled over 97% of my orders. I only cancelled a few orders because I ran out of inventory. I do my best to stay on top of my inventory; however, sometimes multiple orders come in and I prefer to cancel when I am out of inventory rather than make my customers wait an extra week or two before I can get additional inventory to fill their order. I believe I do a pretty good job!

My rating is 4.7 out of 5 and I do NOT have any complaints or claims pending. Therefore, your current actions are unjustified. Moreover, I have repeatedly requested to know whether my funds are being held in an interest-bearing account. You have not provided me with that information. I would hate to know that you fail to disburse thousands of dollars without a reasonable justification and/or any compensation while you (Amazon) somehow benefits from that action.

I have paid you a lot of money in commissions and have purchased thousands of dollars worth of books from you (many of which I am still eligible to return for a full refund). Yet, you have not treated me like I am a valued customer. If I am not a valued customer, please let me know, and I will take my business elsewhere!

I want this matter straightened out immediately and my available funds promptly disbursed.

Thank You!

--- On **Fri, 2/12/10, Amazon.com** <seller-performance@amazon.com> wrote:

From: Amazon.com <seller-performance@amazon.com>
Subject: Your Amazon.com Inquiry

Exhibit 8

Hello, Marianna Chaparova. We have [recommendations](#) for you. (Not Marianna?)

[Marianna's Amazon.com](#) |

[Today's Deals](#) |

[Gifts & Wish Lists](#) |

[Gift Cards](#) |

[Your Account](#) |

[Help](#)

[Shop All Departments](#)

Search

[All Departments](#)

[Cart](#)

[Wish List](#)

Hello, Alby2009.

[Seller Help](#) | [Logout](#)

Alert

Amazon.com has suspended your account because of issues related to performance or policy violations. Funds in your amazon account will be reserved for up to 30 days. [Read more](#)

Textbook Sellers

NEW: Follow Amazon Textbook Seller Support on Twitter for tweets just for textbook sellers. [Learn more.](#)

TIP: Communicating with your buyer is the key to resolving order problems. Buyers can remove negative feedback within 60 days. [Learn more.](#)

[Webinar Recording - NEW!](#)
[Textbook Selling Resources](#)
[Textbook Selling Blog](#)

New Sellers:
[New Seller FAQ](#)
[Confirm Shipment in 30 days!](#)
[Questions about Getting Paid?](#)

Amazon Seller Forums

- [Amazon Announcements](#)
- [Seller Success](#)
- [Seller Discussions](#)
- [Seller Support Blog](#)

WebStore by Amazon

Launch your own Online Store!
Sell the same items on your online store (e.x. [www.yourwebsite.com](#)) which you sell on Amazon.com including media items like books. **SignUp for FREE* 30-day Trial.**

Try Amazon EasySell

Amazon's easiest way to sell your books, CDs, DVDs and games! Let us pack and ship your online orders. [Learn More.](#)

Manage Your Inventory

[List single items](#)

[View your current inventory](#)

Manage Your Orders

[View your orders](#)

[Issue a refund for an order](#)

Get Paid

[View your payments account](#)

Reports

[View your performance summary](#)

[View your customer metrics summary](#)

[View your Ratings and Feedback](#)

[Review your A-to-z Guarantee Claims](#)

Settings

[Seller Account Information](#)

[Notification Preferences](#)

[Store Settings](#)

[Amazon.com Settings](#)

Your Orders

In last day: **4**

In last 7 days: **14**

[View your Orders](#)

Buyer Claims

A-to-z Guarantee claims: **0**

Chargeback claims: **0**

Claims requiring action

Feedback Rating

★★★★★

4.7 stars over the past 12 months (**3 ratings**)

Feedback	30 days	90 days	365 days
Positive	100%	100%	100%
Neutral	0%	0%	0%
Negative	0%	0%	0%
Count	3	3	3

[View your Ratings and Feedback](#)

Hello, Marianna Chaparova. We have [recommendations](#) for you. (Not Marianna?) [Kindle:](#)

[Marianna's Amazon.com](#) | [Today's Deals](#) | [Gifts & Wish Lists](#) | [Gift Cards](#)

[Shop All Departments](#)

Search

Ca

[Seller Account: Alby2009](#) > [Feedback](#)

Feedback Manager

Use the Feedback Manager to track buyer satisfaction with your service. You can view short- and long-term metrics, as well as detailed feedback entries, including buyer names and order IDs. Click the Order ID to view transaction details within the Manage Orders section of your Seller Account. [Learn more.](#)




Feedback Rating: ★★★★★

	30 days	90 days	365 days	Lifetime
Positive	100%	100%	100%	100%
Neutral	0%	0%	0%	0%
Negative	0%	0%	0%	0%
Count	3	3	3	3

This feedback information is available to buyers: [See how your feedback displays on Amazon.](#)

View Current Feedback

 [View all your feedback](#)

Date	Rating	Comments	Arrived on Time	Item as Described	Customer Service	Order ID	Rater	Rater Role
2/9/10	5	The book was great  RESPOND	Yes	Yes	-	103-2330004-8132254	Danielle Balczon	Buyer
2/8/10	5	Received book on time and in the condition described.  RESPOND	Yes	Yes	-	002-0221370-3110602	Lanre Popoola	Buyer
2/7/10	4	Book was in great condition! Thanks!  RESPOND	Yes	Yes	-	102-4335404-9958664	Thanh Ngo	Buyer

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Hello, Marianna Chaparova. We have [recommendations](#) for you. (Not Marianna?) [FREE 2-Day Shipping: See details](#)

[Marianna's Amazon.com](#) |

[Today's Deals](#) |

[Gifts & Wish Lists](#) |

[Gift Cards](#) |

[Your Account](#) | [Help](#)

[Shop All Departments](#)

Search

All Departments

[Cart](#)

[Wish List](#)

[Seller Account: Alby2009](#) > [Feedback](#)

[Messages](#) | [Seller Help](#) | [Logout](#)

Feedback Manager

Use the Feedback Manager to track buyer satisfaction with your service. You can view short- and long-term metrics, as well as detailed feedback entries, including buyer names and order IDs. Click the Order ID to view transaction details within the Manage Orders section of your Seller Account. [Learn more.](#)

Feedback Rating: ★★★★★

	30 days	90 days	365 days	Lifetime
Positive	-	100%	100%	100%
Neutral	-	0%	0%	0%
Negative	-	0%	0%	0%
Count	0	1	5	5

This feedback information is available to buyers: [See how your feedback displays on Amazon.](#)

View Current Feedback

View all your feedback

Date	Rating	Comments	Arrived on Time	Item as Described	Customer Service	Order ID	Rater	Rater Role
4/6/10	5	very quick delivery. thank you. RESPOND	Yes	Yes	-	002-4127357-6644235	Victoria Armstrong	Buyer
3/14/10	5	Great service. RESPOND	Yes	Yes	Yes	002-3260624-5432222	Gary Thomas Pepka	Buyer
2/9/10	5	The book was great RESPOND	Yes	Yes	-	103-2330004-8132254	Danielle Balczon	Buyer
2/8/10	5	Received book on time and in the condition described. RESPOND	Yes	Yes	-	002-0221370-3110602	Lanre Popoola	Buyer
2/7/10	4	Book was in great condition! Thanks! RESPOND	Yes	Yes	-	102-4335404-9958664	Thanh Ngo	Buyer

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Ca

Hello, Alby2009.

Alert

Amazon.com has suspended your account because of issues related to performance or policy violations. [Read more](#)

Textbook Sellers

NEW: Follow Amazon Textbook Seller Support on Twitter for tweets just for textbook sellers. [Learn more.](#)

TIP: Communicating with your buyer is the key to resolving order problems. Buyers can remove negative feedback within 60 days. [Learn more.](#)

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[Textbook Selling Resources](#)
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[Confirm Shipment in 30 days!](#)
[Questions about Getting Paid?](#)

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[Review your A-to-z Guarantee Claims](#)

Settings

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[Store Settings](#)
[Amazon.com Settings](#)

Your Orders

In last day: [0](#)
In last 7 days: [6](#)

[View your Orders](#)

Buyer Claims

A-to-z Guarantee claims: [0](#)
Chargeback claims: [0](#)
Claims requiring action

Feedback Rating

★★★★★

4.7 stars over the past 12 months (3 ratings)

Feedback	30 days	90 days	365 days
Positive	100%	100%	100%
Neutral	0%	0%	0%
Negative	0%	0%	0%
Count	3	3	3

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★★★★★

4.8 stars over the past 12 months (**5 ratings**)

Feedback	30 days	90 days	365 days
Positive	-	100%	100%
Neutral	-	0%	0%
Negative	-	0%	0%
Count	0	1	5

[View your Ratings and feedback](#)**Buyer Claims**A-to-z Guarantee claims: **0**Chargeback claims: **0**

Claims requiring action

Headlines [\(see all\)](#)**Zoom can now be activated for product images uploaded in feeds**

Jun 10, 2010

In addition to uploading large product images one at a time to activate zoom functionality, if you have a Pro Merchant account you can now use feeds for this also. If you upload product images that are between 1280 and 3000 pixels on the longest side, cu... [Learn more](#)**Register Now for the 2010 Sellers' Conference for Online Entrepreneurs!**

Jun 8, 2010

The theme of the conference will be "Build your Business with Amazon." The 2010 SCOE will take place July 9-12th at the Seattle Airport Marriott. Visit the conference website for more information and ask questions by emailing sellersconference@comcast.net... [Learn more](#)**Previous Headlines**May 24, 2010 -- [Amazon Services Launches New Amazon WebStore](#)[Conditions of Use](#) | [Privacy Notice](#) © 1996-2010, Amazon.com, Inc.

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[Summary](#) | [Refunds](#) | [A-to-z Guarantee Claims](#) | [Chargebacks](#)

A-to-z Guarantee Claims

This page provides detailed information about A-to-z Guarantee claims associated with your orders. Customers can request reimbursement under Amazon.com's A-to-z Guarantee if an item they purchased either never arrived or arrived damaged, defective, or not as advertised by the merchant. [Learn more.](#)

Status: [Action Required](#)

Date	A-to-z Claims Received	Claims Amount
Month to date	0	\$0.00
Last 30 days	0	\$0.00

Important Message

You have no A-to-z Guarantee claims that currently require action.

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Ca

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Welcome to Charge When Ship

[Close](#)

1. Remember to confirm shipment of each order you ship.
2. It may take several hours after you have confirmed shipment before you see the transaction reflected on your payments pages.

[Learn more about confirming shipments.](#)

Payments

Totals are updated periodically throughout the day. [Learn more](#)

[Summary](#) | [Transactions](#) | [More Settlements](#)

Account Summary for

[Download](#)

Current balance: \$1,688.80

Reserve amount: [What's this?](#) \$1,688.80

Available balance: [How do I get paid?](#) \$0.00
Not eligible to disburse now. [Why?](#)

Last settlement date: Feb 13, 2010

Next settlement date: Feb 27, 2010

Orders

Product charges: \$0.00
Amazon fees: \$0.00
Other: \$0.00
Total: \$0.00

Refunds

Product charges: \$0.00
Amazon fees: \$0.00
Other: \$0.00
Total: \$0.00

Find a transaction:

[Go!](#)

[More Search Options](#)

Other Transactions

(may include amounts from failed disbursements. [Learn More.](#))

Total: \$1,688.80

Balance:

\$1,688.80

[View Transactions](#)

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Exhibit 9



iPhone 3G S from AT&T.
Shop Now.

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Delete

Reply

Forward

Spam

Move...

Folders

Inbox (1070)

Drafts (28)

Sent

[]

[]

My Photos

My Attachments

Chat & Mobile Text

[Hide]

I am Available

0 Online Contacts

[Add]

You don't have any Chat contacts yet.

Start a New Chat

0 Mobile Contacts

[Add]

You don't have any Mobile Text contacts yet.

Start a Text Message

Settings

My Folders

[Add - Edit]

1

ADVERTISEMENT

Your Amazon.com Inquiry

Sunday, February 14, 2010 10:15 PM

From: "Amazon.com" <seller-evaluation@amazon.com>

To: "manach101@yahoo.com" <manach101@yahoo.com>

Hello from [Amazon.com](#).

Thank you for writing. After a review of your account by an account specialist, we have decided your account will remain blocked.

We regret we are unable to provide further information on this situation. Further correspondence regarding the closure of your selling account will not be answered.

The closure of this account is a permanent action. Any subsequent accounts that are opened will be closed as well.

Best regards,

Seller Performance Team

<http://www.amazon.com>

=====

----- Original message: -----

I understand that my current rating is 4.7 (stars) out of 5, and I do NOT have any A-Z claims, or anything else negative impacting my account. Is that correct?

Also, please explain to me what it means to have a rating of 4.7.

Thank You!

Exhibit 10

Table of Contents***We Could Be Liable for Fraudulent or Unlawful Activities of Sellers***

The law relating to the liability of providers of online payment services is currently unsettled. In addition, governmental agencies could require changes in the way this business is conducted. Under our seller programs, we may be unable to prevent sellers from collecting payments, fraudulently or otherwise, when buyers never receive the products they ordered or when the products received are materially different from the sellers' descriptions. Under our A2Z Guarantee, we reimburse buyers for payments up to certain limits in these situations, and as our marketplace seller sales grow, the cost of this program will increase and could negatively affect our operating results. We also may be unable to prevent sellers on our sites or through other seller sites from selling unlawful goods, from selling goods in an unlawful manner, or violating the proprietary rights of others, and could face civil or criminal liability for unlawful activities by our sellers.

Item 1B. *Unresolved Staff Comments*

None.

Item 2. *Properties*

As of December 31, 2008, we operated the following facilities:

<u>Description of Use</u>	<u>Square Footage (1) (in thousands)</u>	<u>Operating Segments</u>	<u>Lease Expirations (1)</u>
Corporate office facilities	1,416	North America	From 2009 through 2017
Corporate office facilities	473	International	From 2009 through 2016
Sub-total	<u>1,889</u>		
Fulfillment and warehouse operations	11,973	North America	From 2009 through 2018
Fulfillment and warehouse operations	5,321	International	From 2009 through 2025
Sub-total	<u>17,294</u>		
Customer service and other	368	North America	From 2009 through 2021
Customer service and other	175	International	From 2010 through 2016
Sub-total	<u>543</u>		
Total	<u>19,726</u>		

(1) Represents the total leased space excluding sub-leased space.

We lease our corporate headquarters in Seattle, Washington. We also lease additional corporate office, fulfillment and warehouse operations, customer service, and other facilities throughout the United States, principally in Arizona, California, Delaware, Florida, Indiana, Kansas, Kentucky, Michigan, Nevada, New Hampshire, New Jersey, North Dakota, Pennsylvania, South Carolina, Texas, Virginia, Washington, West Virginia, and Wisconsin. Outside of the United States, we also lease corporate office, fulfillment and warehouse operations, customer service, and other facilities, principally in China, Costa Rica, France, Germany, India, Ireland, Japan, Luxembourg, and the United Kingdom. We periodically evaluate our facility requirements as necessary.

Exhibit 11

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Manage Inventory











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Open Listings		Closed Listings		All Listings		List a new item		Preferences	
= Low Price for listings in the same condition						Search all your listings			
Listings: 1 - 103 of 103									
Delete Listings				Reset values		Save changes			
	Merchant SKU	ASIN/ISBN	Product Name	Date Created	Quantity	Condition	Your Price	Low Price	
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		
	<input type="checkbox"/>	83-S3X8-44A8	0470383348	Elementary Differential Equations and Boundary Value Problems	02/09/2010 17:45:46	4	New	\$100.00	\$ <u>100.00</u>
	<input type="checkbox"/>	LO-IOPH-A7ED	0735534357	Contracts: Law in a Flash	02/06/2010 09:10:07	0	Used - Good	\$6.76	\$ <u>6.75</u>
	<input type="checkbox"/>	RV-1HUU-LL7M	007149670X	Programming HD DVD and Blu-ray Disc	02/01/2010 12:50:44	1	New	\$67.00	\$ <u>67.00</u>
	<input type="checkbox"/>	O1-DHEQ-CTOK	0471663158	Physics	02/01/2010 11:22:12	4	New	\$60.00	\$ <u>57.49</u>
	<input type="checkbox"/>	RV-R7LH-LL7I	080537146X	Biology, 7th Edition (Book & CD-ROM)	02/01/2010 11:18:22	0	New	\$44.95	\$ <u>44.95</u>
	<input type="checkbox"/>	0W-D3GQ-CML3	0314176209	High Court Case Summaries on Property (Keyed to Dukeminier, 6th)	02/01/2010 11:17:25	0	New	\$23.79	\$ <u>23.79</u>
	<input type="checkbox"/>	07-C5KE-JD12	0314163824	High Court Case Summaries on Torts (Keyed to Prosser, 11th Edition)	02/01/2010 11:05:14	2	New	\$24.00	\$ <u>24.00</u>

	<input type="checkbox"/>	SR-GLY7-I2MY	<u>0314166939</u>	<u>High Court Summaries on Civil Procedures (Keyed to Friedenthal, Ninth Edition)</u>	02/01/2010 11:02:25	2	New	\$27.00	<u>\$ 27.00</u>	(
	<input type="checkbox"/>	64-MGT0-7X82	<u>0314176209</u>	<u>High Court Case Summaries on Property (Keyed to Dukeminier, 6th)</u>	02/01/2010 11:00:22	2	New	\$26.95	<u>\$ 26.95</u>	(
	<input type="checkbox"/>	5M-HSBW-HVJH	<u>073557054X</u>	<u>CrunchTime Constitutional Law</u>	02/01/2010 10:57:37	1	New	\$23.25	<u>\$ 23.25</u>	(
	<input type="checkbox"/>	OJ-HTB1-2VD4	<u>0735540098</u>	<u>CrunchTime: Property</u>	02/01/2010 10:55:47	4	New	\$24.45	<u>\$ 24.00</u>	(
	<input type="checkbox"/>	OB-OWGT-ZNHO	<u>0136019706</u>	<u>Chemistry: An Introduction to General, Organic, & Biological Chemistry (10th Edition)</u>	02/01/2010 10:50:32	0	Used - Very Good	\$94.00	<u>\$ 86.24</u>	
	<input type="checkbox"/>	Q3-SM3U-SMCK	<u>0735562431</u>	<u>Criminal Law Examples & Explanations, 4e</u>	02/01/2010 10:38:56	0	New	\$32.00	<u>\$ 32.00</u>	
	<input type="checkbox"/>	M9-00UA-JURB	<u>0521847850</u>	<u>The Global Workplace: International and Comparative Employment Law - Cases and Materials</u>	01/30/2010 19:47:36	1	New	\$94.00	<u>\$ 85.28</u>	(
	<input type="checkbox"/>	MK-9GLC-60KG	<u>0735562431</u>	<u>Criminal Law Examples & Explanations, 4e</u>	01/30/2010 19:42:35	4	New	\$33.00	<u>\$ 33.00</u>	(
	<input type="checkbox"/>	2Y-1V57-SF4W	<u>0314159541</u>	<u>Hazen's Securities Regulation: Cases and Materials, 7th Edition (American Casebook Series)</u>	01/29/2010 11:45:09	1	New	\$125.95	<u>\$ 125.95</u>	(
	<input type="checkbox"/>	PW-7T6J-PECX	<u>0314159541</u>	<u>Hazen's Securities Regulation: Cases and Materials, 7th Edition (American Casebook Series)</u>	01/29/2010 11:44:18	2	New	\$140.00	<u>\$ 140.00</u>	(

<input checked="" type="radio"/>	<input type="checkbox"/>	GR-ZWNL-1Q98	<u>0379215012</u>	<u>Dictionary of International and Comparative Law</u>	01/29/2010 11:42:09	1	New	\$62.75	<u>\$ 19.03</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	PP-JCJ3-M6HG	<u>0314191445</u>	<u>Federal Rules of Civil Procedure: 2009-2010 Educational Edition</u>	01/29/2010 11:14:29	1	New	\$33.70	<u>\$ 33.70</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	CW-C4HO-SYQ9	<u>0735524696</u>	<u>Modern American Remedies: Cases and Materials (Casebook Series)</u>	01/29/2010 11:09:39	1	Used - Acceptable	\$85.00	<u>\$ 82.99</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	4X-V0MY-OLV6	<u>0735558191</u>	<u>Emanuel Law Outlines: Criminal Procedure</u>	01/29/2010 11:08:22	1	New	\$35.00	<u>\$ 35.00</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	QP-AI8O-29UM	<u>0159007852</u>	<u>Gilbert Law Summaries: Agency, Partnership, & Limited Liability Companies</u>	01/29/2010 11:05:29	1	New	\$24.95	<u>\$ 22.00</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	Y6-M9TO-GL13	<u>0314143491</u>	<u>Gilbert Law Summaries: Remedies</u>	01/29/2010 11:04:00	2	New	\$26.95	<u>\$ 26.00</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	Q7-52XD-C861	<u>073556213X</u>	<u>Remedies Examples & Explanations</u>	01/29/2010 11:03:12	2	New	\$30.45	<u>\$ 30.45</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	OW-DIMS-CMGS	<u>0735545391</u>	<u>Casenote Legal Briefs: Torts - Keyed to Epstein</u>	01/29/2010 10:57:19	1	New	\$24.00	<u>\$ 23.00</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	AJ-ZOH9-QC90	<u>1435483405</u>	<u>Technical Drawing and Engineering Communication: International Student Edition</u>	01/29/2010 10:41:59	7	New	\$125.00	<u>\$ 125.00</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	QH-AMF0-Z1Z5	<u>0735555562</u>	<u>Civil Procedure: Examples & Explanations 5th edition</u>	01/29/2010 10:27:12	4	New	\$27.00	<u>\$ 20.00</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	O8-NKBY-G1EE	<u>0521847850</u>	<u>The Global Workplace: International and Comparative Employment Law - Cases and Materials</u>	01/28/2010 13:25:19	0	Used - Like New	\$52.00	<u>\$ 52.00</u>	(

	<input type="checkbox"/>	EA-2GBQ-FHRH	<u>0470383348</u>	<u>Elementary Differential Equations and Boundary Value Problems</u>	01/27/2010 11:46:01	0	New	\$100.00	\$ <u>100.00</u>	
	<input type="checkbox"/>	5I-UL9M-Y9DS	<u>0735562431</u>	<u>Criminal Law Examples & Explanations, 4e</u>	01/26/2010 21:08:48	1	New	\$34.95	\$ <u>33.99</u>	(
	<input type="checkbox"/>	LV-VKFM-DEUS	<u>0735562431</u>	<u>Criminal Law Examples & Explanations, 4e</u>	01/26/2010 21:06:51	0	Used - Very Good	\$24.95	\$ <u>24.95</u>	
	<input type="checkbox"/>	L6-30BZ-K58U	<u>0735563055</u>	<u>CrunchTime: Contracts</u>	01/25/2010 12:24:40	0	Used - Like New	\$14.50	\$ <u>14.50</u>	
	<input type="checkbox"/>	QW-UPK7-5HKE	<u>0735563055</u>	<u>CrunchTime: Contracts</u>	01/25/2010 12:21:28	0	New	\$17.45	\$ <u>17.45</u>	
	<input type="checkbox"/>	9Y-09DG-GOH2	<u>0314247211</u>	<u>Cases, Comments and Questions on Modern Criminal Law, 3d (American Casebook Series)</u>	01/25/2010 11:27:27	2	New	\$21.97	\$ <u>21.97</u>	(
	<input type="checkbox"/>	2R-ABZD-P73N	<u>0618643443</u>	<u>Precalculus Seventh Edition</u>	01/25/2010 10:10:27	0	New	\$110.00	\$ <u>110.00</u>	
	<input type="checkbox"/>	JS-K6DE-XM1Z	<u>0618643443</u>	<u>Precalculus Seventh Edition</u>	01/23/2010 13:10:09	0	New	\$114.95	\$ <u>114.95</u>	
	<input type="checkbox"/>	4J-ARMW-ISVV	<u>0132402866</u>	<u>College Algebra</u>	01/23/2010 13:08:58	1	New	\$75.00	\$ <u>60.00</u>	(
	<input type="checkbox"/>	P7-ZPRY-W4IV	<u>0314191011</u>	<u>Civil Procedure: A Modern Approach, Updated 4th Edition</u>	01/22/2010 11:31:31	2	New	\$14.94	\$ <u>14.94</u>	(
	<input type="checkbox"/>	VM-FH1Z-AQEH	<u>0314191011</u>	<u>Civil Procedure: A Modern Approach, Updated 4th Edition</u>	01/22/2010 11:29:44	5	New	\$14.94	\$ <u>14.94</u>	(
	<input type="checkbox"/>	RO-3E7J-ICXT	<u>0314191011</u>	<u>Civil Procedure: A Modern Approach, Updated 4th Edition</u>	01/22/2010 11:28:11	1	New	\$14.94	\$ <u>14.94</u>	(
	<input type="checkbox"/>	LD-OCSC-NCZW	<u>0735563055</u>	<u>CrunchTime: Contracts</u>	01/22/2010 11:10:23	0	Used - Like New	\$14.00	\$ <u>14.00</u>	

	<input type="checkbox"/>	L6-48KY-K54H	<u>0735563055</u>	<u>CrunchTime: Contracts</u>	01/22/2010 11:10:22	0	New	\$20.00	<u>\$ 20.00</u>	
	<input type="checkbox"/>	HQ-VGVL-HTCD	<u>0735563055</u>	<u>CrunchTime: Contracts</u>	01/22/2010 11:10:21	0	Used - Very Good	\$13.99	<u>\$ 13.99</u>	
	<input type="checkbox"/>	QW-64S9-5HFZ	<u>0132402866</u>	<u>College Algebra</u>	01/22/2010 09:52:18	1	New	\$74.00	<u>\$ 60.00</u>	(
	<input type="checkbox"/>	X3-VYF3-GVG4	<u>0618643443</u>	<u>Precalculus Seventh Edition</u>	01/22/2010 09:46:39	0	New	\$109.00	<u>\$ 109.00</u>	
	<input type="checkbox"/>	JL-QWE8-UE46	<u>0735562113</u>	<u>Constitutional Law: National Power and Federalism (Examples & Explanations)</u>	01/21/2010 21:25:04	0	New	\$30.00	<u>\$ 30.00</u>	
	<input type="checkbox"/>	29-85GM-Z59I	<u>0735562431</u>	<u>Criminal Law Examples & Explanations, 4e</u>	01/21/2010 12:50:57	0	Used - Good	\$27.15	<u>\$ 26.00</u>	
	<input type="checkbox"/>	1Z-L645-CBGC	<u>0735562431</u>	<u>Criminal Law Examples & Explanations, 4e</u>	01/21/2010 12:45:00	1	Used - Very Good	\$27.15	<u>\$ 26.00</u>	(
	<input type="checkbox"/>	41-IRYW-S44E	<u>0735562431</u>	<u>Criminal Law Examples & Explanations, 4e</u>	01/21/2010 12:44:25	0	Used - Very Good	\$27.15	<u>\$ 26.00</u>	
	<input type="checkbox"/>	KL-6CDS-AHGU	<u>0735562431</u>	<u>Criminal Law Examples & Explanations, 4e</u>	01/21/2010 12:43:27	0	New	\$30.97	<u>\$ 30.97</u>	
	<input type="checkbox"/>	PE-PM5B-ZCCY	<u>0735562431</u>	<u>Criminal Law Examples & Explanations, 4e</u>	01/21/2010 12:42:21	0	New	\$31.95	<u>\$ 31.95</u>	
	<input type="checkbox"/>	8H-OHO4-AJ9N	<u>073555692X</u>	<u>Siegel's Property (Siegel's Series)</u>	01/21/2010 12:40:00	1	New	\$18.98	<u>\$ 18.98</u>	(
	<input type="checkbox"/>	W0-OEG4-H63Z	<u>073555692X</u>	<u>Siegel's Property (Siegel's Series)</u>	01/21/2010 12:40:00	0	New	\$18.97	<u>\$ 18.97</u>	
	<input type="checkbox"/>	OW-B5BO-CM4G	<u>0618643443</u>	<u>Precalculus Seventh Edition</u>	01/20/2010 19:46:19	0	New	\$107.00	<u>\$ 107.00</u>	
				<u>Taxation: Keyed to Courses Using Freedland, Lathrope, Lind and Stephens's</u>						

	<input type="checkbox"/>	IX-YZQ9-14GM	<u>0735561672</u>	<u>Fundamentals of Federal Income Taxation, 14th Edition (Casenote Legal Briefs)</u>	01/19/2010 10:06:29	0	Used - Very Good	\$20.95	\$ <u>19.35</u>
	<input type="checkbox"/>	W4-HLEH-0RYO	<u>0136054544</u>	<u>General, Organic, and Biological Chemistry: Structures of Life (3rd Edition)</u>	01/19/2010 09:47:05	0	Used - Good	\$98.95	\$ <u>98.95</u>
	<input type="checkbox"/>	EZ-VQJJ-8QZX	<u>0136019706</u>	<u>Chemistry: An Introduction to General, Organic, & Biological Chemistry (10th Edition)</u>	01/19/2010 09:44:26	0	New	\$117.00	\$ <u>109.99</u>
	<input type="checkbox"/>	F2-IH33-SCXN	<u>0618643443</u>	<u>Precalculus Seventh Edition</u>	01/19/2010 09:39:36	0	New	\$107.95	\$ <u>107.95</u>
	<input type="checkbox"/>	OM-SA6C-MGS6	<u>0132402866</u>	<u>College Algebra</u>	01/19/2010 09:37:41	0	New	\$74.00	\$ <u>60.00</u>
	<input type="checkbox"/>	1E-3M5C-2NR0	<u>0470383348</u>	<u>Elementary Differential Equations and Boundary Value Problems</u>	01/19/2010 09:35:28	0	Used - Good	\$128.50	\$ <u>108.98</u>
	<input type="checkbox"/>	LD-02N7-NCVJ	<u>0495602205</u>	<u>Statistics for the Behavioral Sciences</u>	01/19/2010 09:34:11	0	New	\$129.95	\$ <u>129.90</u>
	<input type="checkbox"/>	CI-6CKX-MILO	<u>031417687X</u>	<u>Immigration and Citizenship Process and Policy (American Casebook Series)</u>	01/19/2010 09:30:25	0	Used - Good	\$87.99	\$ <u>65.00</u>
	<input type="checkbox"/>	4U-OYOW-4ZGH	<u>1599412462</u>	<u>Constitutional Law (University Casebook Series)</u>	01/17/2010 13:53:06	1	New	\$154.00	\$ <u>125.00</u> (
	<input type="checkbox"/>	IB-R6YB-RGQ8	<u>0735555478</u>	<u>Property Law: Rules, Policies, and Practices</u>	01/16/2010 13:21:11	1	Used - Very Good	\$47.00	\$ <u>7.55</u> (
	<input type="checkbox"/>	UF-2AB0-REUV	<u>0314187855</u>	<u>Civil Procedure: A Contemporary Approach (American Interactive Casebook)</u>	01/15/2010 10:44:26	1	Used - Very Good	\$87.00	\$ <u>34.50</u> (

<input checked="" type="radio"/>	<input type="checkbox"/>	9N-MCVU-TU9K	<u>0314187855</u>	<u>Civil Procedure: A Contemporary Approach (American Interactive Casebook)</u>	01/15/2010 10:43:36	1	Used - Like New	\$89.95	\$ <u>34.50</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	AJ-SXSK-QBP0	<u>1556812973</u>	<u>State V. Burns</u>	01/15/2010 10:41:12	1	Used - Like New	\$38.89	\$ <u>28.40</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	J7-KI8Q-NY43	<u>0735557926</u>	<u>Property</u>	01/15/2010 10:32:42	0	New	\$120.00	\$ <u>120.00</u>	
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<input checked="" type="radio"/>	<input type="checkbox"/>	8Z-6S85-0KPI	<u>0314162615</u>	<u>Antitrust Law in Perspective: Cases, Concepts and Problems in Competition Policy (American Casebook Series)</u>	01/15/2010 09:53:59	0	Used - Very Good	\$102.59	\$ <u>72.00</u>	
<input checked="" type="radio"/>	<input type="checkbox"/>	MG-E7UG-N1ZZ	<u>0735555486</u>	<u>TM: Property Law: Rules Policies & Practices 4e</u>	01/14/2010 21:33:53	1	Used - Like New	\$39.00	\$ <u>39.00</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	9Y-4P5R-G01X	<u>0735557942</u>	<u>Criminal Law and Its Processes: Cases and Materials, Eighth Edition (Casebook)</u>	01/14/2010 21:14:21	1	Used - Very Good	\$89.00	\$ <u>22.99</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	LK-AYTX-QKKI	<u>0735555478</u>	<u>Property Law: Rules, Policies, and Practices</u>	01/14/2010 21:10:43	1	Used - Good	\$54.00	\$ <u>7.55</u>	(
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<input checked="" type="radio"/>	<input type="checkbox"/>	JI-0K55-ARVY	<u>0314155171</u>	<u>Administrative Procedure and Practice: Problems and Cases (American Casebook Series)</u>	01/14/2010 12:37:44	0	Used - Acceptable	\$80.00	\$ <u>67.90</u>	

<input checked="" type="radio"/>	<input type="checkbox"/>	OF-58D3-J8PL	<u>1594602786</u>	<u>Florida Constitutional Law: Cases and Materials (Carolina Academic Press Law Casebook)</u>	01/14/2010 09:14:31	0	Used - Good	\$50.00	\$ <u>40.00</u>	
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<input checked="" type="radio"/>	<input type="checkbox"/>	9D-HWSU-70EW	<u>031422873X</u>	<u>Learning from Practice: A Professional Development Text for Legal Externs (American Casebooks)</u>	01/14/2010 09:12:22	1	New	\$34.90	\$ <u>34.87</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	8K-NZPW-U4X5	<u>0314907009</u>	<u>Selected Federal Taxation Statutes & Regulations, with Motro Tax Map, 2010 Edition</u>	01/14/2010 09:02:01	0	Used - Good	\$29.50	\$ <u>22.99</u>	
<input checked="" type="radio"/>	<input type="checkbox"/>	LV-KJ6I-DECX	<u>0314159541</u>	<u>Hazen's Securities Regulation: Cases and Materials, 7th Edition (American Casebook Series)</u>	01/14/2010 08:58:22	0	Used - Very Good	\$40.00	\$ <u>34.49</u>	
<input checked="" type="radio"/>	<input type="checkbox"/>	H1-V4CS-OJGS	<u>0735562369</u>	<u>Labor Law: Cases, Materials, and Problems (Casebook)</u>	01/14/2010 08:54:42	1	Used - Acceptable	\$87.00	\$ <u>56.95</u>	(
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<input checked="" type="radio"/>	<input type="checkbox"/>	5F-31VN-EMY7	<u>1599412365</u>	<u>Secured Transactions in Personal Property (University Casebook)</u>	01/14/2010 08:41:35	1	Used - Very Good	\$85.00	\$ <u>62.91</u>	(
<input checked="" type="radio"/>	<input type="checkbox"/>	VW-IRGE-XJW0	<u>0314159029</u>	<u>Modern Criminal Law: Cases, Comments And Questions (American Casebooks)</u>	01/14/2010 08:18:23	1	Used - Very Good	\$145.00	\$ <u>94.60</u>	(

<input checked="" type="radio"/>	<input type="checkbox"/>	J7-TDZX- NY2I	<u>0735557942</u>	<u>Criminal Law and Its Processes: Cases and Materials, Eighth Edition (Casebook)</u>	01/14/2010 08:03:50	0	Used - Very Good	\$85.00	\$ <u>22.99</u>
<input checked="" type="radio"/>	<input type="checkbox"/>	FK- ORGQ- IEEZ	<u>0314155171</u>	<u>Administrative Procedure and Practice: Problems and Cases (American Casebook Series)</u>	01/14/2010 07:57:04	0	Used - Very Good	\$79.99	\$ <u>67.90</u>
<input checked="" type="radio"/>	<input type="checkbox"/>	K0-T1TC- 0TK8	<u>0735555478</u>	<u>Property Law: Rules, Policies, and Practices</u>	01/14/2010 07:50:48	0	Used - Good	\$59.00	\$ <u>7.55</u>
<input checked="" type="radio"/>	<input type="checkbox"/>	V1- VZNE- 12E3	<u>0735555478</u>	<u>Property Law: Rules, Policies, and Practices</u>	01/12/2010 15:04:54	0	Used - Good	\$55.00	\$ <u>7.55</u>
<input checked="" type="radio"/>	<input type="checkbox"/>	8D- E5DQ- QWQK	<u>0735555478</u>	<u>Property Law: Rules, Policies, and Practices</u>	01/06/2010 13:38:13	0	Used - Good	\$30.00	\$ <u>7.55</u>
<input checked="" type="radio"/>	<input type="checkbox"/>	XH- 8HG0- N9IY	<u>0735526621</u>	<u>Torts: Law in a Flash</u>	12/11/2009 09:07:51	1	Used - Very Good	\$14.50	\$ <u>5.00</u> (
<input checked="" type="radio"/>	<input type="checkbox"/>	BF-YLAP- MRQC	<u>0735534357</u>	<u>Contracts: Law in a Flash</u>	12/11/2009 08:57:42	1	Used - Very Good	\$12.50	\$ <u>6.75</u> (
<input checked="" type="radio"/>	<input type="checkbox"/>	5T-L2Y8- L1CH	<u>0159007763</u>	<u>Gilbert Law Summaries: Contracts</u>	12/11/2009 08:48:22	0	New	\$12.79	\$ <u>12.79</u>
<input checked="" type="radio"/>	<input type="checkbox"/>	JE-JGVA- R4LE	<u>1607140918</u>	<u>Kaplan PMBR FINALS: Constitutional Law: Core Concepts and Key Questions</u>	12/11/2009 08:34:10	0	New	\$14.87	\$ <u>14.87</u>
<input checked="" type="radio"/>	<input type="checkbox"/>	FR-PKOY- LKXU	<u>0314217622</u>	<u>Simulated Multistate Bar Exam</u>	12/11/2009 08:07:46	1	New	\$24.00	\$ <u>23.70</u> (
<input checked="" type="radio"/>	<input type="checkbox"/>	3G- KNEV- IERK	<u>0820570443</u>	<u>Making and Doing Deals: Contracts in Context (2nd Edition)</u>	12/08/2009 18:27:23	0	Used - Acceptable	\$11.00	\$ <u>11.00</u>
<input checked="" type="radio"/>	<input type="checkbox"/>	77-6Y9X- 7KAO	<u>0314191399</u>	<u>Gilbert Law Summaries on Constitutional Law</u>	12/07/2009 06:30:00	0	New	\$24.00	\$ <u>24.00</u>
<input checked="" type="radio"/>	<input type="checkbox"/>	NQ- QLNB- PXJN	<u>B002SSO08K</u>	<u>Curtis STR902A 9-Inch Dual Tuner Portable LCD TV</u>	12/04/2009 20:35:49	0	New	\$92.00	\$ <u>79.00</u>

	<input type="checkbox"/>	AJ-CA4Y-QA1A	<u>1599415291</u>	<u>Selections for Contracts 2008 ed: Uniform Commercial Code, Restatement 2d</u>	12/04/2009 15:22:11	0	Used - Like New	\$15.99	<u>\$ 9.61</u>
	<input type="checkbox"/>	W7-X48F-KC2Y	<u>0735570566</u>	<u>Torts (Crunchtime)</u>	12/04/2009 14:51:10	1	New	\$21.99	<u>\$ 21.99</u> (
	<input type="checkbox"/>	K0-MCEH-ORY2	<u>0735559570</u>	<u>Casenote Legal Briefs: Torts - Keyed to Wade, Schwartz, Kelly & Partlett (Prosser)</u>	12/04/2009 14:46:55	0	Used - Like New	\$19.75	<u>\$ 19.75</u>
	<input type="checkbox"/>	D7-SMPW-FQBL	<u>0735563446</u>	<u>Constitutional Law: Cases in Context</u>	12/04/2009 14:44:33	0	Used - Good	\$69.95	<u>\$ 49.65</u>
	<input type="checkbox"/>	RH-008A-F2XU	<u>B002TFFGIK</u>	<u>Lenovo G550 15.6-Inch Notebook (Black)</u>	11/29/2009 21:52:41	0	New	\$430.00	<u>\$ 430.00</u>
	<input type="checkbox"/>	TN-ZHVR-EHJJ	<u>B002BH4N12</u>	<u>HP Mini 110-1030NR 10.1-Inch Black Netbook - 6.75 Hours of Battery Life</u>	11/29/2009 21:02:44	2	New	\$315.00	<u>\$ 315.00</u> (

Delete Listings



Reset values

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Listings: 1 - 103 of 103

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Exhibit 12

...by consumers, for consumers

Ripoff Report®

Don't let them get away with it...scams, consumer complaints, and frauds reported. File a report, post your review or experience!

Regi



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Read "Thank You" e-mails from consumers because Ripoff Report protects consumer's right to speak out

Please [use our support form](#) if you have any difficulties or wish to contact us

Report: #377798

Report: Amazon.com

Reported By: (New York New York)



Amazon.com Withheld Funds, Blocked Account, Suspended Account, Unethical Practices Seattle Washington

***REBUTTAL Individual responds...** Amazon suspended me for listings in there queue

Amazon.com

www.amazon.com
Seattle Washington
U.S.A.
Phone: 866-216-1072
Web Address:

Category: [Internet Fraud](#)

Submitted: Wednesday, October 01, 2008

Last posting: Wednesday, February 03, 2010

Report & Rebuttal:

4 14 1
Author Consumer Employee

Respond to this report!

[File a Rebuttal](#) ?

Victim of this person/company?

[File a Report](#) ?

I was a seller on Amazon.com til recently and abruptly had my account blocked and suspended for unethical reasons. They are currently holding a considerable amount of my funds they say for up to 90 days. The sellers performance department which you have to communicate with was not specific on reasons why certain items are ok and others are not ok to list. Bluntly they were vague. It was almost like talking to a second grader! I have documented my communication via email and believe that they Amazon.com are operating unethically and illegally against sellers on their site. I would like to hear from other Amazon.com sellers who have had their sellers account blocked or suspended and their funds held. I would also like to hear from business law attorneys that might be interested in this issue to make a class action lawsuit out of it. I have compelling additional information about Amazon.com that could blow the lid off their scam of screwing sellers! That additional information will only be discussed with a

trusted attorney(s) who will put this class action lawsuit together. If you were a seller on Amazon.com and were blocked or suspended from selling I would like to hear from you. Their might be considerable monetary compensation due me and you! Attorneys: I have information that would make an open and shut case against them! Contact me if interested in building a class action lawsuit against Jeff Benoz and Amazon.com!

John xxxxxxx
New York, New York
U.S.A.

[Click Here to read other Ripoff Reports on Amazon.com](#)

Search for additional reports

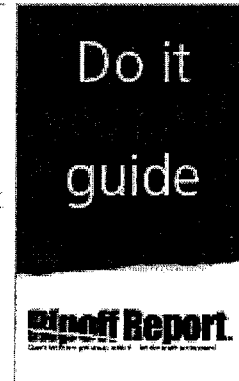
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Report & Rebuttal:

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Victim of this person/company?

Repair Your Reputation



Updates & Rebuttals:

REBUTTALS & REPLIES:

4 Author **14** Consumer **1** Employee

#1
Update By Amazon.com
Author John smith - Eureka (U.S.A.)

Respond to this report!

SUBMITTED: Monday, October 06, 2008
POSTED: Monday, October 06, 2008

Seller Performance Department at Amazon.com sends email stating that they will no longer answer my emails! Hows that for customer service? Be aware if you are a seller on Amazon.com or thinking of listing your items there you are better of looking elsewhere otherwise you may be in for a good screwing from the good ole boy Jeff Benoz and Amazon.com! I have escalated the facts of my issues to U.S. Government Officials and other agencies. Amazon.com should be we aware that they are under investigation for fraud and illegal business practices! If you are an attorney and are interested in handling this case for me and others who will come on board with evidence about Amazon.com breaking their policy agreements let me know. I plan to give them a Giant Screwing like they did me only legally through the court system!

#2
Consumer
Comment

Respond to this report!

Suggestion

Jeff B - Pasadena (U.S.A.)

SUBMITTED: I had same issue with amazon.com , even issuing refund to customer lowers your seller performance rating. I did not know that before so if customer emailed me and asked me to return our items i issue rma number and refunded their money, Sounds right? yes but not for amazon.com , They believe issuing refunds is bad . So they decide lowering your seller performance point, once you refunded 5% of your sales you are automatically out of business. I had wonderful record on amazon.com i was seller for 2 years and now i'm about to lose my house. I need someone (legal adviser or lawyer) to help me out. Thanks

POSTED: Monday, October 06, 2008

#3 Amazon.com also locked me out
Owner of John - Sunnyvale (U.S.A.)
Company

Respond to this report!


[File a Rebuttal](#) 

SUBMITTED: Same here. Amazon terminated my seller account without explanation or recourse. No amount of phone calls or emails can get me an audience from them to plead my case. You can google any of these terms to find a significant number of sellers like myself who were shafted by Amazon, experiencing a great amount of financial loss, and angry enough at Amazon to participate in a class action suit against Amazon. I say wronged sellers unite and sue Amazon!

POSTED: Sunday, October 12, 2008

#4 They have over \$7000.00 of my
Consumer money and have hurt me greatly
Comment because of this
Anthony - Grand Forks (U.S.A.)

Respond to this report!

[File a Rebuttal](#) 

SUBMITTED: They have done the same thing. If you have any information on a lawsuit and you need more people please let me know. I plan on talking to some on monday becuase everything that has been said above my post has happened exactly the same way. They must have a mass email system for this. I have the same emails from amazon that everyone else has. Including the, " we will no longer reply to your emails" that is a great way to solve things. They are costing me alot of sales too. I was making about 2500.00 a day before they shut me down. And my sales were just picking up

POSTED: Sunday, December 07, 2008

#5 This really does hurt people that put
Consumer time and money in selling on Amazon
Comment Matthias - San Jose (U.S.A.)

Respond to this report!

[File a Rebuttal](#) 

My Amazon seller account was also suspended after it was under review for 30 days. Amazon suspended payments during the review period and will now hold all my remaining funds for 90 days. I was never trying to rip

SUBMITTED:
Friday, July
10, 2009

POSTED:
Friday, July
10, 2009

people off. I have usually sent my orders in a timely fashion except when I realized there was an issue, like a DVD was loose in the case and I had to get a replacement. I was really scared of ever refunding money if I realized a product may be defective and rather bought a new one because I did not want to get bad feedback. Since they use refunds as a measure of seller quality, you're damned if you do and you're damned if you don't refund if a buyer contacts you and claims that they 'did not intend to make' an order or 'ordered the wrong thing'.

The A-Z claim are a whole different thing. Though a good idea, I got a few too many people claiming the brand-new, shrink-wrapped stuff I sent to them did not work.

So now I am not only unable to sell the merchandise I have bought to be sold on Amazon, stuff I had to pay for, but I also had to pay for postage for the orders I already fulfilled. This money was taking out of my credit card. I will have to pay interest. Amazon is keeping my money for four months and is collecting interest on it. Since my A-Z claims over the three years I have been selling on Amazon were less than \$500, how can they withhold \$3000 for possible future claims.

To me, this is a serious matter, and I am not amused at all! I have sent a few emails to Amazon but to no avail. If I do get a response, it's a form letter that does not really answer the question. They suspend accounts because of 'poor customer service' and their customer service is either a cookie cutter reply or a friendly "we will not answer any further emails". An individual has no chance getting through to them!

#6
Consumer
Suggestion

John Contact me
Valiant One - Bridgeport (U.S.A.)

Respond to this report!

File a Rebuttal



SUBMITTED: John:
Friday, July
31, 2009

POSTED:
Friday, July
31, 2009

Here is my contact information. E-mail me at (((ROR REDACTED)))
Let's get the ball rolling!!

[CLICK here to see why Rip-off Report, as a matter of policy, deleted either a phone number, link or e-mail address from this Report.](#)

#7
Consumer
Comment

amazon.com holding money
Chris - pleasant hill (USA)

Respond to this report!

File a Rebuttal



SUBMITTED:
Wednesday,
October 14,
2009

POSTED:
Wednesday,
October 14,
2009

This is for John who has money being held by Amazon. Please include me in any class action suite which may be going on. I know three sellers, all of whom are legitimate California corporations who have money being held by amazon. I am a bookseller and them holding money has caused me a lot of problems as I cannot access the cash to use towards my business despite the fact that followed all the rules had good feedback proved I had a bricks and mortar store, etc. The stress of this alone is worth compensation. Please contact me. Not sure why thye can seize assets-they are running

amuck and unmonitored.chris By the way ebay does this too and they told me to go get an attorney-can you believe it!!!!id this too!

#8
Consumer
Comment

Amazon same seller scam running for
years
babyblues - davie (United States of America)

Respond to this report!

[File a Rebuttal](#)



SUBMITTED:
Thursday,
October 29,
2009

POSTED:
Thursday,
October 29,
2009

This is the same scam running by Amazon for years. They take in un-suspecting sellers and let them sell on Amazon. Once the seller has some good money over \$1000 they put the account for review at 15, 30 days intervals. After first 15 day review they remove the restriction and once 30 day come they again suspend you at time of payment to your bank. They keep the money in reserve for 90 days with no interest and finally release your money and permanently ban you for life. Amazon collect interest for millions of dollars in it reserve and repeat the process for new un-suspecting suckers. It is so sad Amazon is allowed to carry out this scam for years and nobody filed a lawsuit against Amazon. Amazon also require you to fill the orders you receive during the initial review process. Don't do this. Its a trap. Amazon only freeze your account and hold all money in reserve for 90 days.

Their A-Z claim is another scam. If any buyer claim non-receipt of item Amazon require signature confirmation as proof of delivery and even won't accept delivery confirmation or you will loose the claim and Amazon will remove the money from your account. Same with item not as described claims. They just refund buyer without any investigation. Same rule apply for any site using checkout by Amazon. So if you are a seller don't accept this payment method or you will loose the item plus money as A-Z claim terms state that buyer don't have to return the items.

#9
Consumer
Comment

Scammed also
savannahashlee - Milwaukie (USA)

Respond to this report!

[File a Rebuttal](#)



SUBMITTED:
Sunday,
November
22, 2009

POSTED:
Sunday,
November
22, 2009

I am just about 2 months into my Amazon account and already had to battle 2 scam A to Z Guarantee Claims.. One was a minor item, in which the seller became threatening and incoherent in his responses. The 2nd one, I am currently battling is for a high dollar item. I am afraid that I am going to be "punished" by Amazon for this item. I have yet to receive my money back from the first A to Z Claim that they put in their "reserve". I have gotten nowhere with Amazon, and they keep pushing me off, or not even responding to my emails. If someone does sign on to do a class action suit, I would like to become part of it. I have also reported Amazon to my local News station to do an investigative report. I think if they get more emails about Amazon they will do it.. www.kptv.com is their website. We should

have them called out and investigated

#10
Consumer
Comment

Amazon.com problems
psprague57 - East Taunton (United States of America)

Respond to this report!
File a Rebuttal ?

SUBMITTED:
Wednesday,
November
25, 2009

I have had the exact same experince with Amazon. My account is supended with no contact available to Amazon and they reported that any attempt to contact them will not receive ant reply!

POSTED:
Wednesday,
November
25, 2009

They are currently holding \$6500.00 of my money since October 5th.

I no longer encourage anyone to buy from Amazon I will not under any circumstances purchase anything from that site. I had sent many customers to Amazon in the past but now refer them all to Ebay since most items are actually less expensive on Ebay anyway.

I never thought I would be turning people away from Amazon and directing them to Ebay but that is what it has come down to.

The number of people suspended with no warning and dropped cold by Amazon simply continues to pile up. Amazon is rude and arrogant beyond all possible measure and soon this will lead them to a great down fall.

I gave my customers better attention and sevice than Amazon.com themselves ever provided.

May this truly be the beginning of the end for these tyrants of the internet!

#11
Consumer
Comment

Ditto
Susan - Corcoran (United States of America)

Respond to this report!
File a Rebuttal ?

SUBMITTED:
Sunday,
November
29, 2009

My experiences are the same.

POSTED:
Sunday,
November
29, 2009

#12

Respond to this report!

11
2/12/2010
1:16 PM

NEW

REBUTTAL

Zizzazz made child sick and false credit card charges Las Vegas Internet

*Consumer Comment...WOW!
Child abuse maybe?

Author: Denver, Colorado

Internet

Fraud :

Zizzazz

Internet

12
2/12/2010
1:15 AM

NEW

UPDATE

Avanquest Avanquest Software, Will Not Deliver software, Does Not Respond to Letters, Phone Calls or PayPal 92250 La Garenne Colombes , Internet

*UPDATE by author...I received my refund.

Author: Hayward, California

Internet

Fraud :

Avanquest

Internet

13
2/11/2010
11:37 PM

NEW

UPDATE

REBUTTAL

Amazon.com Amazon routinely freezes seller payment accounts for no reason Seattle Washington

*General Comment...Are You Serious?

Author: Commack, New York

Internet

Fraud :

Amazon.com

Washington

14
2/6/2010
10:42 PM

NEW

Google Works Fortune Google Works Fortune Review I didn't do anything with the company but they Charged me 1.97\$ and then 69.97\$, after called, they told me to refund me but nothing happended for 2 months. Internet *EDitor's Suggestions on how to get your money back into your

From: Viswanath [REDACTED]
To: alby1969_98@yahoo.com
Sent: Sat, April 3, 2010 4:57:33 PM
Subject: [REDACTED] Comment on Non-payment by AMAZON.com

Dear Albert,

All of a sudden Amazon withheld the money due to me on the pretext that since no buyer is leaving a feedback, whether good or bad about the transactions. As soon as I got that notice, I immediately wrote to all my past buyers requesting for a "honest" feedback. I immediately received atleast four 5-star feedback, and some buyer who was confused with my request, gave a 1-star feedback.

I threatned Amazon for legal proceedings, hence they immediately froze all transactions on my store and locked my account. I work on a turnout basis and balance future sales based on money flowing in. I was in deep trouble to ship the sudden splurge of sales that happened in the last week prior to freezing my store by Amazon. Immediately following these, my rating started to slip, without any further negative feedbacks. I have no idea how Amazon calculates the store ratings and how the rating can deteriorate even after there have been no sales.

I was obligated to ship all the items that were sold on the last week before the store was frozen, which I did.

That is my story. Please let me know what is your story.

Vish

On Sun, Apr 4, 2010 at 2:01 AM, <helpmesue@helpmesue.com> wrote:

Non-payment by [AMAZON.com](http://www.amazon.com) on [HelpMeSue.com](http://www.HelpMeSue.com) has received a comment from Albert:
We had experienced the same. Presently suing Amazon over Amazon's systematic practice of withholding funds for many months at a time. The lawsuit is pending in the USDC for the Southern District of Florida.

Please contact me with your stories @

alby1969_98@yahoo.com

DO NOT REPLY TO THIS EMAIL.

You can respond to this comment at:

<http://www.helpmesue.com/post/non-payment-by-amazoncom/?uuid=595ae84f-936f-47ef-8f5f-e825411b6557>

To unsubscribe from further emails please visit:

http://www.helpmesue.com/post/comment_notify/remove/non-payment-by-amazoncom/?uuid=595ae84f-936f-47ef-8f5f-e825411b6557

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Viswanath

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Viswanath

From: [REDACTED]
To: alex siegal <alby1969_98@yahoo.com>
Sent: Tue, April 20, 2010 2:03:39 AM
Subject: Re: Amazon lawsuit

Dear Albert,

I am basically in the same situation that you are in. I received similar emails. Just yesterday, I was told that my money would be help for an additional 90 days. I had plenty of positive feedback; no negative feedback and no claims or complaints. I am still mystified about why this happened. Did a lawyer tell you that you have a good chance of winning a lawsuit?

Stewa [REDACTED]

----- Original Message -----

From: [REDACTED]

To: alby1969_98@yahoo.com

Sent: Sat, April 17, 2010 11:57:14 AM

Subject: Amazon Screwed Me!

Hi there, saw your comment post at: <http://www.davepit.com/my-amazon-seller-central-rant/>

Amazon recently slapped me with an arbitrary 30-day freeze on my account because "recent volume of sales is not in keeping with your prior account activity." So a guy can't even attempt to up his level of transactions without getting his money taken away! What a bunch of crooks!

Not only that, but a disbursement to my bank account from them for the two weeks prior to the freeze had already begun, my money owed balance was very low because this payment had already been sent out. However, two days later my account shows a "Miscellaneous Adjustment" and they canceled the in-progress disbursal and are keeping the money they owe me from before this "review period" even began! These are just crooks of the highest order!

I'm glad you have filed a suit and are trying to hold these goons accountable. Do you have a copy of the complaint you could send me, or can be accessed online? If you're looking for people to join as plaintiffs or try and get certified as a class-action, I don't know if I'm your man but I'd be willing to hear more about it.

Thanks and good luck with your case!

From: Theresa [REDACTED]
To: alby1969_98@yahoo.com
Sent: Sun, May 9, 2010 11:19:09 AM
Subject: Amazon lawsuit

Please send me more information regarding our lawsuit - we are in Orange County, Florida (Ninth Judicial District).

Amazon has kept thousands of our dollars, blocked us from selling during the holidays, I can go on.

Are you looking to go class action?

Theresa [REDACTED]

Exhibit 13

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We seek to reduce our variable costs per unit and work to leverage our fixed costs. Our variable costs include product and content costs, payment processing and related transaction costs, picking, packaging, and preparing orders for shipment, transportation, customer service support, and most aspects of our marketing costs. Our fixed costs include the costs necessary to run our technology infrastructure, build, enhance, and add features to our websites and our Kindle e-reader, and build and optimize our fulfillment centers. Variable costs generally change directly with sales volume, while fixed costs generally increase depending on the timing of capacity needs, geographic expansion, category expansion, and other factors. To decrease our variable costs on a per unit basis and enable us to lower prices for customers, we seek to increase our direct to content provider and manufacturer sourcing, maximize discounts available to us from suppliers and reduce defects in our processes. To minimize growth in fixed costs, we seek to improve process efficiencies and maintain a lean culture.

Because of our model we are able to turn our inventory quickly and have a cash-generating operating cycle². On average our high inventory velocity means we generally collect from our customers before our payments to suppliers come due. Inventory turnover³ was 12, 12, and 13 for 2009, 2008, and 2007. We expect some variability in inventory turnover over time since it is affected by several factors, including our product mix, the mix of sales by us and by other sellers, our continuing focus on in-stock inventory availability, our investment in new geographies and product lines, and the extent to which we choose to utilize outsource fulfillment providers. Accounts payable days⁴ were 68, 62, and 57 for 2009, 2008, and 2007. We expect some variability in accounts payable days over time since they are affected by several factors, including the mix of product sales, the mix of sales by other sellers, the mix of suppliers, seasonality, and changes in payment terms over time, including the effect of balancing pricing and timing of payment terms with suppliers.

We expect spending in technology and content will increase over time as we add computer scientists, software engineers, and employees involved in category expansion, editorial content, buying, merchandising selection, and systems support. We seek to efficiently invest in several areas of technology and content, including seller platforms, web services, digital initiatives, and expansion of new and existing product categories, as well as in technology infrastructure to enhance the customer experience, improve our process efficiencies and support our infrastructure web services. We believe that advances in technology, specifically the speed and reduced cost of processing power, the improved consumer experience of the Internet outside of the workplace through lower-cost broadband service to the home, and the advances of wireless connectivity, will continue to improve the consumer experience on the Internet and increase its ubiquity in people's lives. We are investing in Amazon Web Services, which provides technology services that give developers access to technology infrastructure that they can use to enable virtually any type of business, and in our Kindle e-reader. A continuing challenge is to build and deploy innovative and efficient software that will best take advantage of continued advances in technology.

Our financial reporting currency is the U.S. Dollar and changes in exchange rates significantly affect our reported results and consolidated trends. For example, if the U.S. Dollar weakens year-over-year relative to currencies in our international locations, our consolidated net sales, gross profit, and operating expenses will be higher than if currencies had remained constant. Likewise, if the U.S. Dollar strengthens year-over-year relative to currencies in our international locations, our consolidated net sales, gross profit, and operating expenses will be lower than if currencies had remained constant. We believe that our increasing diversification beyond the U.S. economy through our growing international businesses benefits our shareholders over the long term. We also believe it is important to evaluate our operating results and growth rates before and after the effect of currency changes.

² The operating cycle is number of days of sales in inventory plus number of days of sales in accounts receivable minus accounts payable days.

³ Inventory turnover is the quotient of trailing-twelve-month cost of sales to average inventory over five quarters.

⁴ Accounts payable days, calculated as the quotient of accounts payable to cost of sales, multiplied by the number of days in the current quarter.

Exhibit 14

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In addition, the remeasurement of our intercompany balances can result in significant gains and charges associated with the effect of movements in currency exchange rates. Currency volatilities may continue, which may significantly impact (either positively or negatively) our reported results and consolidated trends and comparisons.

For additional information about each line item summarized above, refer to Item 8 of Part II, "Financial Statements and Supplementary Data—Note 1—Description of Business and Accounting Policies."

Critical Accounting Judgments

The preparation of financial statements in conformity with generally accepted accounting principles of the United States ("GAAP") requires estimates and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities in the consolidated financial statements and accompanying notes. The SEC has defined a company's critical accounting policies as the ones that are most important to the portrayal of the company's financial condition and results of operations, and which require the company to make its most difficult and subjective judgments, often as a result of the need to make estimates of matters that are inherently uncertain. Based on this definition, we have identified the critical accounting policies and judgments addressed below. We also have other key accounting policies, which involve the use of estimates, judgments, and assumptions that are significant to understanding our results. For additional information, see Item 8 of Part II, "Financial Statements and Supplementary Data—Note 1—Description of Business and Accounting Policies." Although we believe that our estimates, assumptions, and judgments are reasonable, they are based upon information presently available. Actual results may differ significantly from these estimates under different assumptions, judgments, or conditions.

Inventories

Inventories, consisting of products available for sale, are accounted for using the first-in first-out ("FIFO") method, and are valued at the lower of cost or market value. This valuation requires us to make judgments, based on currently-available information, about the likely method of disposition, such as through sales to individual customers, returns to product vendors, or liquidations, and expected recoverable values of each disposition category.

These assumptions about future disposition of inventory are inherently uncertain. As a measure of sensitivity, for every 1% of additional inventory valuation allowance at December 31, 2009 we would have recorded an additional cost of sales of approximately \$23 million.

Goodwill

We evaluate goodwill for impairment annually and when an event occurs or circumstances change that indicates that the carrying value may not be recoverable. Our annual testing date is October 1. We test goodwill for impairment by first comparing the book value of net assets to the fair value of the reporting units. If the fair value is determined to be less than the book value, a second step is performed to compute the amount of impairment as the difference between the estimated fair value of goodwill and the carrying value. We estimate the fair value of the reporting units using discounted cash flows. Forecasts of future cash flow are based on our best estimate of future net sales and operating expenses, based primarily on expected category expansion, pricing, market segment penetration and general economic conditions. Certain estimates of discounted cash flows involve businesses and geographies with limited financial history and developing revenue models. Changes in these forecasts could significantly change the amount of impairment recorded, if any.

During the year, management monitors the actual performance of the business relative to the fair value assumptions used during our annual goodwill impairment test. For the periods presented, we did not identify any triggering events which would require an update to our annual impairment test. A 10% decrease in the fair value of any of our reporting units as of December 31, 2009 would have had no impact on the carrying value of our goodwill.