

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

FOLLETT HIGHER ED GROUP, LTD.,)
)
)
Plaintiff,)
)
)
v.)
)
BOOKRENTER.COM, INC.,)
)
Defendant.)

FILED UNDER SEAL

No. 11-CH-

11CH28519

2011 AUG 11 PM 1:23
CLERK OF COURT
COURT HOUSE
100 N. LAUREL ST.
CHICAGO, IL 60602

VERIFIED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

Plaintiff Follett Higher Ed Group, Ltd., (“Follett”) for its Verified Complaint for Declaratory and Injunctive Relief, states as follows:

INTRODUCTION

1. Follett seeks temporary, preliminary and permanent injunctive relief to address the substantial and irreparable harm it has and will continue to suffer if Defendant BookRenter.Com, Inc. (“BookRenter”) are permitted to ignore the plain terms of the parties’ agreement by, among other things,

REDACTED

REDACTED

In failing to abide by the agreement, BookRenter is interfering with Follett’s existing contracts, interfering with Follett’s prospective business relations and engaging in unlawful and deceptive trade practices. Follett is entitled to the relief requested for the reasons stated below.

THE PARTIES

2. Follett is a family-owned bookstore service provider headquartered in River Grove, Illinois. In operation since 1873, Follett manages more than 850 bookstores nationwide and provides management systems, support services and used textbooks to over 1,800 independently managed bookstores and their customers, i.e., college students across the country.

3. BookRenter is a Delaware corporation headquartered in San Mateo, California. According to its website, www.bookrenter.com, BookRenter launched in 2008 as a website that enables college students to rent college textbooks.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to 735 Ill. Comp. Stat. 5/2-209(a)(1), 209(a)(2), and 209(a)(7) because BookRenter transacted business within the State of Illinois, committed tortious acts in the State of Illinois, and made and performed a contract substantially connected with the State of Illinois, respectively.

5. Venue is proper in this Court pursuant to 735 Ill. Comp. Stat 5/2-101(2) because at least part of the transaction or occurrences at issue took place in Cook County, Illinois.

THE RENTAL AFFILIATE PROGRAM

6. In early 2010, Follett sought to market online text rental services to college bookstores.

7. It developed the Follett College Store Online Rental Affiliate Program (the "Affiliate Program"). Colleges bookstores that join the Program become "Follett Affiliates" and execute a Text Rental Affiliate Program Agreement. A true and correct standard copy of the agreement is attached at Exhibit A.

REDACTED

REDACTED

THE RE-MARKETING AGREEMENT

11. At the time Follett began the Affiliate Program, it had yet to develop software to operate its own online rental website.

12. BookRenter was an online textbook rental provider, but had limited marketing resources to reach college bookstores.

13. On March 10, 2010, Follett and BookRenter entered into an agreement captioned as the "College Stores Online Rental Services Re-Marketing Agreement" (the "Re-Marketing Agreement") A true and correct copy of the Re-Marketing Agreement is attached as Exhibit B.

REDACTED

REDACTED

**BOOKRENTER CONTINUES TO ACCEPT ORDERS
FROM FOLLETT AFFILIATE CUSTOMERS**

23. On or about February 2011, Fred Weber, BookRenter's Senior Vice President, met with Mehdi Maghsoodnia, BookRenter's Chief Executive Officer, and informed Maghsoodnia that Follett had developed its own online text rental websites.

24. BookRenter terminated the Re-Marketing Agreement on May 15, 2011.

REDACTED

26. Follett further requested that BookRenter redirect Follett Affiliate customers to Follett's websites effective June 15, 2011, and has since repeated this direction on multiple occasions.

27. Follet also demanded from BookRenter the Critical Data from the Follett Affiliate accounts.

28. BookRenter objected to Follett's proposed transition plans and has refused to stop taking orders from Follett Affiliate customers.

29. BookRenter has refused to provide Follett with the Critical Data for the Follett Affiliates.

REDACTED

33. Regarding Follett's demand that BookRenter stop taking orders from Follett Affiliate customers, on August 1, 2011, Weber sent an email to Maghsoodnia proposing two options. A true and correct copy of this email is attached at Exhibit C.

34. Weber proposed that BookRenter immediately disable its rent functions from the Follett Affiliate Target Sites. Ex. C. Regarding returns of outstanding rentals from the

BookRenter site, Follett further proposed that BookRenter could maintain Follett Affiliate Target Sites for processing rental returns only. Ex. C. This would protect students.

35. In the alternative, Weber proposed that BookRenter disable BookRenter's Follett Affiliate Target Sites and that BookRenter provide Follett with a list of all outstanding books rented from Follett Affiliates, including customer name, contact information, rental dates, and the price and terms of the rental, i.e. provide Follett with the Critical Data. Ex C. Weber stated that Follett would "email customers with instructions and documents required for customers to return rentals to Follett. Follett will ship all returned books to BookRenter and reimburse BookRenter for books not returned

REDACTED

Ex. C. This would likewise protect students.

36. Maghsoodnia responded and refused both options. Ex. C. He stated, "[h]onestly, we do not have time to spent any cycle [sic] on this. I think we should go through this peak and then sit down and decide on how to unwind this relationship." Ex. C.

37. On August 2, 2011, Weber again wrote to Maghsoodnia again requesting "on behalf of these 272 stores that have signed agreements with Follett, that BookRenter disable these sites Further delay of this process only will lead to unnecessary complications and additional damage to affiliate relationship." Ex. C. Weber asked Maghsoodnia to respond by August 3, 2011.

38. Maghsoodnia responded on August 4, 2011, again refusing to cooperate. Ex. C. He stated, "[n]ow at the worst time in the year, you guys are asking us to take a drastic approach of shutting down the sites for over 200+ stores most of whom I assume do not really understand the impact of this action on them and their students." Ex. C. He further stated, "[y]ou can do the

right thing for the store and cooperate with us *after peak* when we can focus on the mess created by Follett.” Ex. C (emphasis added).

39. Just hours later, Chad Stith of BookRenter sent identical emails to Follett Affiliates, including the University of Kansas bookstore, the Frostburg State University bookstore, and University of Wisconsin-Milwaukee bookstore. True and correct copies of these emails are attached at Exhibit D.

40. In his email, Stith wrote, “[y]ou are receiving this email because we have received instructions from Follett to immediately shut down your BookRenter-powered store.” Ex. D.

41. Stith stated, “as a result of such an abrupt and unstructured shut-down, these students will be unable to return their rentals, resulting in additional charges to the student that could easily be avoided simply by using your current website to return the book.” Ex. D.

42. Stith further stated, “[t]his could also create significant customer confusion as your students attempt to return their rentals either into your physical store or via a website that has no record of any prior transactions.” Ex. D.

43. To date, BookRenter continues to accept orders from Follett Affiliate customers via Target Sites that have the look and feel of the Follett Affiliate.

44. For example, the official Target Site for the University of Kansas bookstore, a Follett Affiliate, contains a “rent your textbooks” link that takes a customer to Follett’s rental website.

45. BookRenter also continues to host a rental website bearing the University of Kansas bookstore’s logo and likeness, even though BookRenter has no contract with the bookstore.

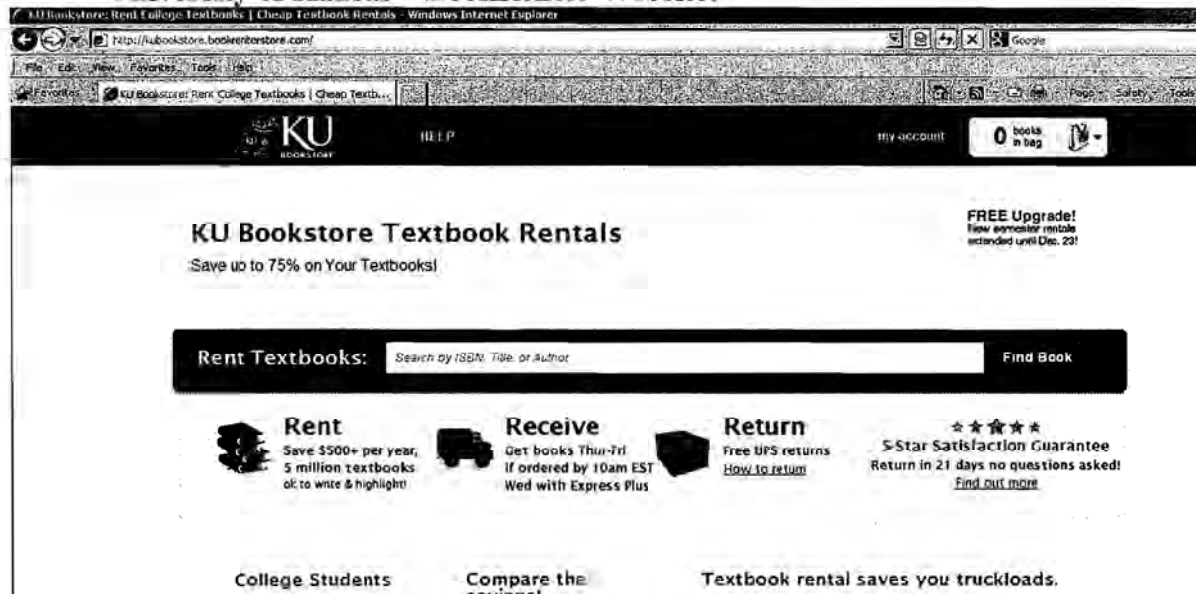
46. The color and bookstore logo on the official Target Site (hosted on Follett's website) appear substantially similar to the BookRenter Target Site and the site even has a nearly identical web address, as shown below:

University of Kansas bookstore - Follett Website:



www.kubookstore.rentsbooks.com (last accessed August 9, 2011).

University of Kansas – BookRenter Website:



www.kubookstore.bookrenterstore.com (last accessed August 9, 2011).

47. This is just one example. The same scenario is happening with regards to 272 other Follett Affiliates at colleges nationwide including, but not limited to, the following:

- Bingham Young University
- New York University
- Northern Illinois University
- Texas State University – San Marcos
- University of California-San Diego
- University of Colorado-Boulder
- University of Illinois-Chicago

**BOOKRENTER IS INTERFERING WITH FOLLETT'S
EXISTING CONTRACTUAL RELATIONS**

48. As set forth above, Follett is the exclusive provider of Follett Affiliates' customers access to online textbook rental websites. Ex. A.

49. BookRenter is aware that Follett is the exclusive provider of access to online rental websites to the Follett Affiliates and that Follett has contracts with the Follett Affiliates.

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50. Despite having knowledge of Follett's agreement with its Affiliates, BookRenter is marketing online text rental services to Follett Affiliates.

51. For example, on August 2, 2011, BookRenter's Nathan Gamble sent a marketing email to bookstores, including every Follett Affiliate. A true and correct copy of the email is attached at Exhibit E.

52. In his email, Gamble described himself as "BookRenter's new product marketing lead for the BookRenter platform which powers your online textbook rental store." Ex. E.

53. He provided “news” about “Marketing Materials” created by BookRenter. Ex. E.

54. He further offered to be the bookstore’s marketing contact for future support. Ex. E.

55. To date, Follett has been informed that at least one Follett Affiliate contacted by BookRenter subsequently entered into an agreement with BookRenter.

56. By seeking to induce the Follett Affiliates to breach their contractual relationship with Follett, BookRenter has and continues to cause injury to Follett.

**BOOKRENTER IS INTERFERING WITH FOLLETT’S
PROSPECTIVE BUSINESS RELATIONS**

57. Follett has a reasonable expectation of engaging in economic relations with Follett Affiliates’ customers seeking to rent textbooks via Follett’s websites.

58. By continuing to accept orders from Follett Affiliate customers and refusing to redirect them to Follett’s websites, BookRenter is intentionally and unjustifiably interfering to prevent Follett from engaging in economic relations with Follett Affiliate customers.

59. BookRenter’s interference has and continues to cause injury to Follett.

**BOOKRENTER IS VIOLATING THE
DECEPTIVE TRADE PRACTICES ACT**

60. BookRenter is making false and misleading statements about Follett to Follett Affiliates in violation of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/1 *et seq.*

61. As set forth above, in the past week, BookRenter sent an email to several Follett Affiliates describing Follett’s so-called “abrupt and unstructured shut-down” of BookRenter-hosted pages. Ex. D.

62. In the email, BookRenter further alleged that “students will be unable to return their rentals, resulting in additional charges to the student that could easily be avoided simply by using your current website to return the book.” Ex. D.

63. These statements are misleading.

REDACTED

65. In addition, Follett has never stated any intention nor sought to charge additional fees to customers with existing rentals made on the BookRenter website. Instead, as set forth above, Follett addressed BookRenter returns by either allowing BookRenter to operate its Target Sites for processing returns only, or having BookRenter provide information for the outstanding rentals so that Follett can contact customers directly and enable the rentals are processed accurately. *See* Ex. C. BookRenter has refused to cooperate with either option.

66. BookRenter made similar misleading statements to Bowling Green State University (“BGSU”), a Follett Affiliate in Ohio.

67. On August 9, 2011, a BookRenter representative contacted both the manager and director of BGSU’s bookstore and indicated that shutting down the BookRenter website for BGSU “would create problems for any BGSU customers with outstanding rental books.” True and correct copies of emails reflecting this correspondence is attached at Exhibit F.

68. The BGSU bookstore director responded to this email. Ex. F. In his response, he stated his “understanding that the Follett-BookRenter agreement should have addressed this

transition issue and that Follett has 'repeatedly' requested customer information from BookRenter in support of a smooth transition with any outstanding customers." Ex. F.

69. The BGSU bookstore director further stated, "It seems to me that what Chris [the BookRenter representative] told me yesterday on the phone is a little misleading and deceptive, that shutting down the BGSU-affiliated site would create customer service issues because our students would not be able to return their book." Ex. F.

70. BookRenter's misrepresentations constitute unfair or deceptive acts or practices in willful violation of the Deceptive Trade Practices Act.

71. These misrepresentations are causing customer confusion and deception and harm the market generally.

FOLLETT'S IRREPARABLE HARM

72. Follett has been a leader in the bookstore services industry for nearly 140 years. It has built a strong reputation in the industry and created a tremendous amount of goodwill.

73. BookRenter is causing irreparable harm to Follett's goodwill and reputation by interfering with Follett's right under the Affiliate Program Agreement to exclusively provide online rental services to Follett Affiliate customers.

74. This harm to Follett's goodwill and reputation is real and substantial.

75. By ignoring its obligations under the Re-Marketing Agreement, BookRenter is causing irreparable harm to Follett's legitimate business interests in potential sales and customers.

76. Follett has no way to monitor new orders being placed by Follett Affiliate customers on BookRenter's websites.

77. In addition, BookRenter's false and misleading statements to Follett Affiliates interferes with Follett's business relations with hundreds of Follett Affiliates and their customers, resulting in harm not only to the Follett Affiliates and their customers, but also to Follett's goodwill and reputation and potential future business.

COUNT I – INTERIM INJUNCTION

78. Plaintiff incorporates Paragraphs 1 to 77 above, by reference as if fully restated and re-alleged herein.

79. Follett has satisfied all conditions precedent of the Re-Marketing Agreement prior to bringing this lawsuit.

80. Follett is entitled to an interim injunction to stop BookRenter from (i) breaching the Re-Marketing Agreement

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(ii) interfering with Follett's existing

and prospective business relations; and (iii) willfully engaging in unlawful trade practices.

Follett has clear, ascertainable rights in need of protection.

81. Follett has a right to enforce the terms of the Re-Marketing Agreement and to engage in business without unlawful interference and deceptive trade practices.

82. These rights are in need of protection.

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84. Follett has demanded BookRenter stop taking orders from Follett Affiliate customers and redirect these customers to Follett's websites.

85. BookRenter continues to accept orders from Follett Affiliate customers and refuses to redirect these customers to Follett's websites.

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Follett has no adequate remedy at law.

87. Follett has no other legal or equitable remedy for the losses it will necessarily sustain as a result of BookRenter's ongoing breach of the Re-Marketing Agreement, its interference with Follett's current and prospective business relations, and its deceptive trade practices.

88. Follett will suffer the loss of potential customers looking to rent textbooks online, in addition to a loss of its business reputation, goodwill, and competitive position in the online textbook rental industry.

Follett's irreparable injuries will continue if the Court does not enjoin BookRenter.

89. BookRenter's breaches of the Re-Marketing Agreement, interference with Follett's current and prospective business relations, and deceptive trade practices have caused, and will continue to cause, substantial and irreparable harm to Follett, including loss of future sales and customers, business reputation, goodwill, and a competitive position in the online textbook rental industry.

90. Accordingly, BookRenter must be immediately enjoined from continuing to accept orders from Follett Affiliate customers, soliciting Follett Affiliates, and willfully engaging in deceptive trade practices.

Follett will likely succeed on the merits.

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92. BookRenter refuses to do so and continues to take orders from Follett Affiliate customers, REDACTED

93. By continuing to accept orders from Follett Affiliate customers, BookRenter is interfering with Follett's prospective economic relations with Follett Affiliates customers who, but for BookRenter's conduct, would have to rent books from Follett's websites.

94. BookRenter is further interfering with Follett's existing contractual right to exclusively provide Follett Affiliate customers with access to an online text rental website.

95. BookRenter is also making false and misleading statements about Follett to Follett Affiliates in violation of the Deceptive Trade Practices Act.

96. Accordingly, Follett will likely succeed in proving that BookRenter had breached the Re-Marketing Agreement, unlawfully interfered with Follett's existing and prospective business relations, and violated the Deceptive Trade Practices Act.

WHEREFORE, Follett Higher Ed Group, Ltd. respectfully request that the Court:

- A. Temporarily, preliminary, and permanently enjoin BookRenter.Com. Inc. from accepting orders from Follett Affiliate customers;
- B. Temporarily, preliminary, and permanently order BookRenter to redirect Follett Affiliate customers to Follett's websites;

- C. Temporarily, preliminary, and permanently enjoin BookRenter from soliciting Follett Affiliates;
- D. Temporarily, preliminary and permanently enjoin BookRenter from making false and misleading statements about Follett to Follett Affiliates;
- E. Order BookRenter to provide Follett with all Critical Data for Follett Affiliates, which includes all information BookRenter has on customers and orders;
- F. Award Follett its attorneys' fees and costs pursuant to 815 ILCS 510/3; and
- G. Award Follett any other such relief that the Court deems appropriate.

COUNT II – DECLARATORY JUDGMENT

97. Follett incorporates Paragraphs 1 to 96 above, by reference as if fully restated and re-alleged herein.

98. Follett has a legal, tangible interest in obtaining the benefits of the Re-Marketing Agreement, which obligates BookRenter to

REDACTED

REDACTED

99. Follett bargained for these benefits as part of its contractual relationship with BookRenter.

100. Follett also has a legal, tangible interest in obtaining the benefits of the Affiliate Program Agreement without interference,

REDACTED

REDACTED

101. BookRenter has an opposing interest to Follett because BookRenter is both violating Follett's contractual rights by continuing to accept orders from Follett Affiliate customers and violating Follett's right to engage in business relations without interference.

102. Despite Follett's demands to BookRenter that it stop taking orders from Follett Affiliate customers and redirect customers to Follett's websites, BookRenter refuses to do so.

103. An actual controversy exists between Follett and BookRenter as to whether continuing to accept orders from Follett Affiliate customers and refusing to redirect these customers to Follett's websites REDACTED interferes with Follett's existing and prospective business relations.

104. An actual controversy exists between Follett and BookRenter as to whether BookRenter's misleading statements to Follett Affiliates violate the Deceptive Trade Practices Act.


105. Both Follett and BookRenter have a stake in the resolution of this controversy.

WHEREFORE, Follett Higher Ed Group, Ltd. respectfully request that the Court:

- A. Temporarily, preliminary, and permanently enjoin BookRenter.Com. Inc. from accepting orders from Follett Affiliate customers;
- B. Temporarily, preliminary, and permanently order BookRenter to redirect Follett Affiliate customers to Follett's websites;
- C. Temporarily, preliminary, and permanently enjoin BookRenter from soliciting Follett Affiliates;
- D. Temporarily, preliminary and permanently enjoin BookRenter from making false and misleading statements about Follett to Follett Affiliates;
- E. Order BookRenter to provide Follett with all Critical Data for Follett Affiliates, which includes all information BookRenter has on customers and orders;
- F. Award Follett its attorneys' fees and costs pursuant to 815 ILCS 510/3; and
- G. Award Follett any other such relief that the Court deems appropriate.

Respectfully submitted,

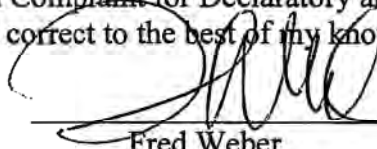
FOLLETT HIGHER ED GROUP, LTD.,

By: 
One of Its Attorneys

Derek J. Meyer
Kristen C. Klanow
MCDERMOTT WILL & EMERY LLP
227 West Monroe Street
Chicago, Illinois 60606
Tel: (312) 372-2000
Fax: (312) 984-7700
Firm No.: 90539

VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I, Fred Weber, being sworn on oath, hereby depose and state that I am the Senior Vice President, Wholesale Operations of Follett Higher Ed Group and I am authorized to execute this Verification; that I have personal knowledge of the facts surrounding the filing of this action; and that I have read the foregoing Verified Complaint for Declaratory and Injunctive Relief, and that the facts contained herein are true and correct to the best of my knowledge and belief.



Fred Weber

DM_US 29559449-5.055479.0010

EXHIBIT A

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EXHIBIT B

College Stores Online Rental Services Re-Marketing Agreement

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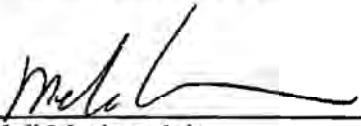
REDACTED

IN WITNESS WHEREOF, Follett Higher Ed Group, Ltd. and, BookRenter.com, Inc. have caused this Agreement to be executed as of the date first written above.

FOLLETT HIGHER ED GROUP, LTD.

BOOKRENTER.COM

By: 
Fred Weber
Vice-President

By: 
Mehdi Maghsoodnia
CEO

Date: 3/12/2010

Date: 9/12/2016

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EXHIBIT C

REDACTED

From: Mehdi Maghsoodnia [mailto:mehdi.maghsoodnia@bookrenter.com]
Sent: Thursday, August 04, 2011 4:23 PM
To: Weber, Fred
Cc: Ghazi, Suhaib; Burkman, Noel; Gregory Wharton; corp-exec; McMahon, Dennis
Subject: Re: Disabling Follett Affiliates

Fred,
My team has consistently been asking your team for months to plan this transition and your team did not engage us. Now at the worst time in the year, you guys are asking us to take a drastic approach of shutting down the sites for over 200+ stores most of whom I assume do not really understand the impact of this action on them and their students.

We are willing to engage any store manager in coordinating a process to wind-down a BookRenter store and coordinate the recovery of our inventory, all in manner that makes sense for the store and doesn't baffle and infuriate customers. That process doesn't include a spontaneous and unstructured shutdown based on a demand from Follett.

Will engage stores that want their websites disabled and create a wind-down plan with them – and we intend to communicate our willingness to do so directly to the stores. You can do the right thing for the stores and cooperate with us after peak when we can focus on the mess created by Follett.

Mehdi Maghsoodnia
CEO BookRenter.com
Direct: (650) 288-3530

On Aug 2, 2011, at 6:11 PM, Weber, Fred wrote:

Thanks for the quick reply, Mehdi. I share your disappointment that this has taken so long to resolve; however, at this point in time, we are not talking about "unwinding" our relationship. The issue is whether Bookrenter will comply with the requests of 272 college stores that have asked that the websites hosted by Bookrenter and bearing their names and logos be shut down. Bookrenter continues to transact business on these sites, in my view, misrepresenting its relationship with these stores and schools, and possibly misappropriating their trademarks.

I am requesting, again, on behalf of these 272 stores that have signed agreements with Follett, that Bookrenter disable these sites and provide Follett all data necessary to communicate with customers who have rented books on these sites. I suggest that this can be done without significant effort or commitment of Bookrenter resources. Further delay of this process only will lead to unnecessary complications and additional damage to affiliate relationships.

Please do me the courtesy of letting me know by tomorrow whether Bookrenter will take the steps outlined above and in yesterday's email to you so that we can plan the appropriate course of action. Thanks, again, for your personal attention to this matter.

Fred

From: Mehdi Maghsoodnia [mailto:mehdi.maghsoodnia@bookrenter.com]
Sent: Monday, August 01, 2011 6:50 PM
To: Weber, Fred
Cc: Mehdi Maghsoodnia; Ghazi, Suhaib; Burkman, Noel; Gregory Wharton; corp-exec
Subject: Re: Disabling Follett Affiliates

Fred,
it has been a while.

My team has tried for months to explain that the transition requires better coordination and collaboration.

We are now in the peak and the solution below is not practical from a resource standpoint. We do not have a way to implement the step "A" below.

Honestly we do not have time to spent any cycle on this. I think we should go through this peak and then sit down and decide on how to unwind this relationship which is what we asked for six months ago when we came out to Chicago.

Mehdi Maghsoodnia
CEO BookRenter.com
Direct: (650) 288-3530

On Aug 1, 2011, at 3:43 PM, Weber, Fred wrote:

Mehdi:

It has been some time since you and I have corresponded directly, and I know not only that our business paths have diverged, but that our respective teams have been unable to resolve several important business issues. Of most serious concern is Bookrenter's seeming unwillingness to shut down Follett Affiliate websites, even after having been expressly directed to do so by the Affiliate. Bookrenter continues to rent books from these sites despite repeated requests to disable the rental functions. These rentals at the very least will cause customer service issues, difficulty ensuring the proper disposition of returned inventory, and disputes over proper payment of Affiliate commissions.

I am requesting that Bookrenter take immediate steps to implement one of the following two courses of action to both comply with Affiliate requests and to minimize customer confusion, alienation of Affiliates, and operational dysfunction. The first of these actions is preferred.

- A. Upon request, Bookrenter will shut off the search and rent/purchase functions from Follett Affiliate sites (i.e., college stores that signed the *Follett Text Rental Affiliate Program Agreement* which initiated the creation of the Affiliate's branded Bookrenter site). However, Bookrenter would maintain these sites for the purpose of processing rental returns.
- B. Bookrenter will completely disable Follett Affiliate sites and provide Follett a list of all outstanding books rented from these sites. The list must include customer name, contact information (including email address), rental dates, titles and ISBNs of books rented, and price and term of rental. Bookrenter would immediately and systematically relieve all Follett Affiliate customers of their rental obligations. Follett will email customers with instructions and documents required for customers to return rentals to Follett. Follett will ship all returned books to Bookrenter and reimburse Bookrenter for books not returned

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To expedite this process and to minimize further customer service issues, I have attached a list of Follett Affiliates who have opted into the new Follett program and who expect the rental functions on their Bookrenter sites to be disabled. Additional delay in complying with these requests can only create service problems for customers and more frustration for former Bookrenter affiliates.

Please let me know how you intend to proceed. Thank you,
Fred
<BR Shut Down List.xlsx>

EXHIBIT D

REDACTED

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

From: Wilkens, Mike
Sent: Friday, August 05, 2011 09:24 AM Central Standard Time
To: Volkens, Jim
Cc: Lynch, Jerry; Weber, Fred
Subject: FW: Your BookRenter-powered rental site

Jim,

How do you suggest that I respond to Ken? I thought our agreement with Bookrenter ended in September.

Mike

Mike Wilkens
Vice President of Sales - East
Follett Higher Education Group - IMS
mwilkens@fhcg.follett.com <<mailto:mwilkens@fhcg.follett.com>>
513-378-5187

From: Kenneth M Emerick [<mailto:kmemerick@frostburg.edu>]
Sent: Fri 8/5/2011 8:11 AM
To: Wilkens, Mike
Subject: FW: Your BookRenter-powered rental site

Hi Mike,

How do you suggest I respond to this? Or should I just ignore it?

Thanks!

Kenneth M. Emerick

Textbook Manager

The University Store

Frostburg State University

(301) 687-4880

Visit us online at <http://bookstore.frostburg.edu> <<http://bookstore.frostburg.edu/>>

Please consider the environment before printing this e-mail.

From: Chad Stith [<mailto:chad.stith@bookrenter.com>]

Sent: Thursday, August 04, 2011 10:11 PM

To: Kenneth M Emerick

Subject: Your BookRenter-powered rental site

Dear Ken ,

As you know, since last March we have powered Follett's online textbook rental solution. That relationship has recently concluded and our technology is no longer included in the Follett system.

For those of you who chose to continue using the BookRenter platform, you can disregard this email.

For those of you who instead elected to exclusively use Follett's new system, we respect your decision and will work with you on outstanding transition issues.

You are receiving this email because we have received instructions from Follett to immediately shut down your BookRenter-powered store, which has been renting textbooks to your students throughout the summer. As such, some of your students still have active rental transactions on the BookRenter-powered store.

We share the concerns expressed by many of you that, as a result of such an abrupt and unstructured shut-down, these students will be unable to return their rentals, resulting in additional charges to the student that could easily be avoided simply by using your current website to return the books. Students will also be unable to extend or buy-out their rentals, which violates our joint guarantee that they'd be able to extend or buy-out a rental at any time. This could also create significant customer confusion as your students attempt to return their rentals either into your physical store or via a website that has no record of any prior transactions.

As you know, we've always focused on providing the best customer experience for your students. To that end, if you are one of our partners who has chosen to exclusively use the new Follett system for this coming season, we would like to hear your ideas on how you'd like to handle this transition - please email Elaine Cleary, elaine.cleary@bookrenter.com, at your earliest convenience to discuss the transition. We are ready willing and able to work with you (and your Follett account representative) in a manner that creates the least disruption to your business.

Sincerely,

Chad Stith

Platform Advocate

BookRenter College Store Services

155 Bovet Road, Suite 200 | San Mateo, CA 94402

REDACTED

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

From: Volkens, Jim
Sent: Thursday, August 04, 2011 10:17 PM Central Standard Time
To: Burkman, Noel; Lynch, Jerry; Weber, Fred; Ghazi, Suhaib; Lutz, Kent
Subject: FW: Fwd: Your BookRenter-powered rental site

Please see below. This came from the University of Kansas Bookstore.

Jim Volkens

Follett Higher Education- Customer Service

800-262-3316 X2714

jvolkens@fheg.follett.com

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

From: McCollum, Estella M [estellam@ku.edu]

* Sent: Thursday, August 04, 2011 10:07 PM Central Standard Time
To: Lynch, Jerry; Long, Bill
Subject: Fwd: Your BookRenter-powered rental site

FYI...

Sent from my HTC on the Now Network from Sprint!

----- Forwarded message -----
From: "Chad Stith" <chad.stith@bookrenter.com>
Date: Thu, Aug 4, 2011 9:11 pm
Subject: Your BookRenter-powered rental site
To: "McCollum, Estella M" <estellam@ku.edu>

Dear Estella,

As you know, since last March we have powered Follett's online textbook rental solution. That relationship has recently concluded and our technology is no longer included in the Follett system.

For those of you who chose to continue using the BookRenter platform, you can disregard this email.

For those of you who instead elected to exclusively use Follett's new system, we respect your decision and will work with you on outstanding transition issues.

You are receiving this email because we have received instructions from Follett to immediately shut down your BookRenter-powered store, which has been renting textbooks to your students throughout the summer. As such, some of your students still have active rental transactions on the BookRenter-powered store.

We share the concerns expressed by many of you that, as a result of such an abrupt and unstructured shut-down, these students will be unable to return their rentals, resulting in additional charges to the student that could easily be avoided simply by using your current website to return the books. Students will also be unable to extend or buy-out their rentals, which violates our joint guarantee that they'd be able to extend or buy-out a rental at any time. This could also create significant customer confusion as your students attempt to return their rentals either into your physical store or via a website that has no record of any prior transactions.

As you know, we've always focused on providing the best customer experience for your students. To that end, if you are one of our partners who has chosen to exclusively use the new Follett system for this coming season, we would like to hear your ideas on how you'd like to handle this transition - please email Elaine Cleary, elaine.cleary@bookrenter.com <<mailto:elaine.cleary@bookrenter.com>>, at your earliest convenience to discuss the transition. We are ready willing and able to work with you (and your Follett account representative) in a manner that creates the least disruption to your business.

Sincerely,

Chad Stith
Platform Advocate
BookRenter College Store Services

• 155 Bovet Road, Suite 200 | San Mateo, CA 94402

REDACTED

From: Volkens, Jim
Sent: Monday, August 08, 2011 4:18 PM
To: Burkman, Noel; Lynch, Jerry; Weber, Fred
Subject: FW: Your BookRenter-powered rental site

FYI.

Jim Volkens
Follett Higher Education- Customer Service
800-262-3316 X2714
jvolkens@fhcg.follett.com

From: Marc D Sanders [<mailto:marcs@uwm.edu>]
Sent: Monday, August 08, 2011 3:47 PM
To: Chad Stith
Cc: Volkens, Jim; elaine.deary@bookrenter.com; marcs; Erik G C Hemming
Subject: Re: Your BookRenter-powered rental site

Chad,

Please follow any instructions from Follett concerning our BookRenter site. And I trust BookRenter will work with us and Follett to make this transition as smooth as possible for all of our customers.

Please understand that the partnership and then separation of BookRenter and Follett was a decision made between your two companies. While we were very happy with the service offered to us by BookRenter, when forced to choose between the two options, we choose Follett, as it was a company that I have had an ongoing mutually beneficial business relationship with for over 30 years and our store for over 50 years.

Thank you,

Marc D. Sanders, MLIS, CCR
Manager, Course Book Department
UWM Bookstore
University of Wisconsin-Milwaukee
Email: marcs@uwm.edu
Phone: 414 229-4900
FAX 414 229-6988
Web: www.bookstore.uwm.edu

From: "Chad Stith" <chad.stith@bookrenter.com>
To: marcs@uwm.edu

Sent: Thursday, August 4, 2011 9:13:36 PM
Subject: Your BookRenter-powered rental site

Dear Marc,

As you know, since last March we have powered Follett's online textbook rental solution. That relationship has recently concluded and our technology is no longer included in the Follett system.

For those of you who chose to continue using the BookRenter platform, you can disregard this email.

For those of you who instead elected to exclusively use Follett's new system, we respect your decision and will work with you on outstanding transition issues.

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As you know, we've always focused on providing the best customer experience for your students. To that end, if you are one of our partners who has chosen to exclusively use the new Follett system for this coming season, we would like to hear your ideas on how you'd like to handle this transition - please email Elaine Cleary, elaine.cleary@bookrenter.com, at your earliest convenience to discuss the transition. We are ready willing and able to work with you (and your Follett account representative) in a manner that creates the least disruption to your business.

Sincerely,

Chad Stith
Platform Advocate
BookRenter College Store Services
155 Bovet Road, Suite 200 | San Mateo, CA 94402

EXHIBIT E

REDACTED

From: Nathan Gamble [mailto:nathan.gamble@bookrenter.com]
Sent: Monday, August 02, 2010 6:05 PM
To: Nathan Gamble
Cc: Chuck Munden
Subject: 1BookRenter - Fall Rush Update for Bookstores

Dear Store Managers,

Hi, I'm Nathan Gamble, BookRenter's new product marketing lead for the BookRenter platform which powers your online textbook rental store.

As you gear up for fall rush, I just wanted to make you aware of a few improvements to your store that were added this past week.

1. Marketing Materials Now Available! Many of you have asked for electronic materials to help market your store. We've uploaded a number of them here: <http://store.bookrenter.com/marketing>. To get to this page, login to your store at <http://store.bookrenter.com>, then, click the "Settings" tab and "Marketing."

In this directory, you will find **Communications Materials** (including sample letters to students, parents, and faculty, plus a sample article for your local newspaper), **Online Materials** (including an easy tip to make your website easy for students to use), and soon we will be adding additional items for newspaper ads and in-store training.

2. In-Store Collateral Available! We've also created custom in-store collateral for you to use, including posters, flyers, banners, postcards, bookmarks, shelf talkers, yard signs, and more. If you are interested in placing an order, please send an email to Chuck Munden, chuck.munden@bookrenter.com, and he will forward you a catalog and get you rolling.

3. Manage your Customer Accounts. If you have customers who have questions about their account, you can help them manage it by logging into your store account, finding their order, clicking on their email address, and clicking the "Manage Customer's Account" link next to their name, which will bring you into their account.

4. Early Semester Renters are Covered. Starting last week through mid-August, any new semester rental will have its due date extended for free to 12/17/2010 (which is longer than the standard 125 days normally

included in a semester rental). These free days will be added to every new rental, at no charge to the customer, and no action is required to take advantage of this feature – it will happen automatically.

5. New, Customizable Home Page. We've made a few improvements to your home page to improve overall site conversion, and in response to your requests, you can now edit the content on your home page by logging in, Clicking on "Customize Branding" and then "Edit Content".

6. New 5-Star Satisfaction Guarantee. Starting this fall, we're doing even more to satisfy the needs of your customers by launching a number of new service policies as our "5-Star Satisfaction Guarantee". Specifically,

- Any student can return books for any reason within 21 days, no questions asked.
- Every order is available for express shipping, and return shipping is always free.
- Every student will be happy with the quality of their books (or we'll ship them another one on our dime).
- Any student can extend any rental at any time – at the same cheap daily rental rate.
- Any student can choose to purchase any book and apply rental fees and extensions to its purchase price.

Details can be found on your store's homepage by clicking "Learn More" in the 5 star guarantee box.

Finally, you will receive email messages like this from me as we continue to improve and enhance your service, so please feel free to reach out with any questions, comments, or suggestions. I'd love to hear from you.

Best Regards,

Nathan

.....
Nathan Gamble
BookRenter Platform
BookRenter
nathan.gamble@bookrenter.com
650.288.3497 office

EXHIBIT F

From: Burkman, Noel [nburkman@fhcg.follett.com]
Sent: Wednesday, August 10, 2011 2:21 PM
To: Klanow, Kristen
Subject: FW: Your BookRenter-powered rental site

From: Lynch, Jerry
Sent: Wednesday, August 10, 2011 2:13 PM
To: Weber, Fred; Burkman, Noel
Subject: FW: Your BookRenter-powered rental site

Jerry Lynch

Sent from my iPhone

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

From: Morales, Juan
Sent: Wednesday, August 10, 2011 10:13 AM Central Standard Time
To: Volkens, Jim
Cc: Wilkens, Mike; Lynch, Jerry
Subject: FW: Your BookRenter-powered rental site

Jim,

Is this anything you might be able to help Jim Huang with. I'd prefer he get the info he is looking for with our help than bookrenter's help.

thanks

Juan Morales
Follett Higher Education Group
Territory Manager

E-mail: jmorales@fhcg.follett.com
PH: 614-989-0286
Fax: 888-769-0286
VM: 800-322-6223 ext. 5555

From: Jim Huang [mailto:huangj@kenyon.edu]
Sent: Wednesday, August 10, 2011 10:13 AM
To: Chad Stith; elaine.cleary@bookrenter.com
Cc: Morales, Juan
Subject: Re: Your BookRenter-powered rental site

Good morning!

As a bookstore manager, I feel caught in the middle -- uncomfortably so. Generally, we have no complaints with how bookrenter ran this program for us during the last school year. But because our partnership with Follett extends throughout so many different aspects of our store's operations, we accepted Follett's recommendation that we move to their rental platform for this new '11-'12 school year. This decision is no reflection on your company or your operations. Rather, we hoped to benefit from Follett synergies.

While it's true that we haven't yet seen any of those synergies, we do feel like we're committed to Follett -- at least for this semester. So we would like to see the bookrenter site go offline as soon as is possible.

However, we are concerned with continuity and customer service. With that in mind, I've been on your site this morning to see if I can figure out if there are any open rental transactions. I've failed to find an easy way to get this information. I do see one recent extension transaction. What I don't see is any way to get an overview of where we stand.

Is this something that you can help with?

We are grateful to bookrenter for its assistance through the past school year. Don't know yet whether we're saying au revoir or adieu -- who can say anything for certain in this business right now -- but we will continue to be grateful for your help in making sure our existing customers are well taken care of through this transition. We recognize this is going to be a small number of customers, but whether it's one or 20, we are committed to making this as easy as possible for them.

Thank you!

Jim Huang
Manager
Kenyon College Bookstore-
740-427-5947

On Thu, Aug 4, 2011 at 10:13 PM, Chad Stith <chad.stith@bookrenter.com> wrote:

Dear Jim ,

As you know, since last March we have powered Follett's online textbook rental solution. That relationship has recently concluded and our technology is no longer included in the Follett system.

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Chad Stith

Platform Advocate

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