

November 19, 2018

VIA EMAIL

Jeffrey T. Zaino
Regional Vice President
American Arbitration Association
zainoj@adr.org

Yvonne Baglini
Assistant Vice President
American Arbitration Association
bagliniy@adr.org

Re: *Request to Disqualify AAA Case Administrator Barbara Cook from Amazon Matters*

Dear Mr. Zaino and Ms. Baglini:

I write on behalf of my client, Amazon Services, LLC (“Amazon”), to address troubling experiences we’ve had with Barbara Cook, a case administrator in the American Arbitration Association’s northeast region. As explained below, Ms. Cook has demonstrated bias against and hostility toward Amazon—along with corresponding favoritism toward recurring counsel for claimants in cases against Amazon—by repeatedly refusing to apply AAA’s rules as written when those rules favor Amazon or burden a claimant. Thankfully, we have not had similar experiences with other case administrators. We regret the need to raise this issue with you and have been hesitant to do so. But unfortunately, Ms. Cook’s behavior has compromised the integrity of AAA as a neutral forum, and we’ve lost confidence in her ability to fairly administer arbitrations involving Amazon. As a result, we have no choice but to respectfully request that you remove Ms. Cook from any cases in which Amazon is a party and prevent her from playing any role in pending or future Amazon cases.

Amazon is a frequent litigant before AAA. Amazon uses various form agreements with arbitration clauses that expressly call for application of AAA rules, including among many others Amazon’s Conditions of Use for customers,¹ its agreement with millions of third-party sellers,²

¹ <https://www.amazon.com/gp/help/customer/display.html?nodeId=508088>.

² https://sellercentral.amazon.com/gp/help/external/G1791?language=en_US.

and its Associates Program Operating Agreement.³ A serial filer and opponent of Amazon in these arbitrations is the New York-based law firm of Rosenbaum Famularo, P.C., which specializes in representing Amazon third-party sellers (see <https://www.amazon sellerslawyer.com/>). Ms. Cook administers a large share of cases Rosenbaum Famularo brings against Amazon, apparently because the firm generally requests New York as the hearing locale. Almost universally, Rosenbaum Famularo's claims seek some form of nonmonetary relief in addition to monetary relief; most often, the relief sought includes damages and reinstatement of an account on one of Amazon's services.

In a recent case brought by Rosenbaum Famularo, a different case administrator informed the parties promptly after AAA received the demand that the claimant paid an insufficient filing fee. Claimant paid a filing fee of \$925 for a commercial arbitration. The Commercial Administrative Fee Schedule, attached here as Exhibit A, shows that the "initial filing fee" for claims of less than \$75,000 is \$925, and the filing fee for "nonmonetary claims" is \$3,500. Importantly, on page two, the fee schedule states as follows:

"Nonmonetary Claims: The non-monetary filing fee is the minimum filing fee for *any case* requesting non-monetary relief. Where a party seeks *both* monetary damages and non-monetary relief, *the higher of the two filing fees will apply.*"

(emphasis added). In the demand, the claimant sought reinstatement of a seller account in addition to damages. Thus, the demand included both monetary and nonmonetary claims, and under the unambiguous terms of AAA's fee schedule, AAA's case administrator correctly applied the higher filing fee. When the full fee is not paid, AAA must deem the filing incomplete. See R-4.

After learning of the claimant's failure to pay the proper fee in this case, Amazon contacted AAA on or about October 3, 2018 to confirm AAA would collect the proper filing fee in all other active cases brought by Rosenbaum Famularo, all seeking nonmonetary relief. Ms. Cook administered many of these cases, including at least eight pending matters that had not yet proceeded to hearing. To avoid duplication, we've included one of those communications as Exhibit B, which is representative. In the email, we asked Ms. Cook to "[p]lease verify AAA will collect the proper initial filing fee before this case proceeds."

Ms. Cook refused to respond. In one case, *Core Connect Computers v. Amazon Services, LLC*, Case No. 01-18-0002-2897, the parties had a preliminary hearing call scheduled with the arbitrator for Monday, October 8. Given that AAA's rules deem the filing with an insufficient fee as incomplete, it would be inappropriate to schedule an evidentiary hearing when the

³ <https://affiliate-program.amazon.com/help/operating/agreement>.

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claimant has not properly filed a claim. Thus, on Friday, October 5, we contacted Ms. Cook again to state “Amazon is proceeding under the assumption that the preliminary hearing has been suspended until the full filing fee has been paid in accordance with AAA rules.” Ms. Cook responded within two minutes to state that she was “reviewing” the filing fee but that the preliminary hearing would continue despite the filing defect that, under AAA’s own rules, precluded consideration of the case. This exchange is attached as Exhibit C. For the other cases where we’d raised the fee issue, Ms. Cook has almost universally remained unresponsive to Amazon’s repeated requests that she apply and enforce the AAA rules.

We participated in the preliminary hearing call for the *Core Connect* case on behalf of Amazon on October 8, despite our objection to its occurrence. During the call, I informed the arbitrator that the correct fee was still unpaid, which we believed was relevant to when or whether a hearing would be scheduled. Ms. Cook immediately interrupted me in front of the arbitrator and admonished me for raising the issue with the arbitrator. The Rosenbaum Famularo representative on the call confirmed with Ms. Cook that Amazon should not raise the fee issue with the arbitrator in any case. After the call, however, we consulted AAA’s commercial rules and confirmed that the rules expressly permit a responding party to raise the issue of an insufficient fee with the arbitrator. *See* R-57(a) (“[A] party may request the arbitrator take specific measures relating to a party’s non-payment. . . . include[ing] . . . limiting a party’s ability to assert or pursue their claim.”). Given Ms. Cook’s position as a case administrator, we assume she is familiar with this rule. As concerning as Ms. Cook’s positional favoritism for claimant was the negative tone and tenor she displayed toward Amazon and its lawyers for simply asking AAA to enforce its own rules.

We continued to wait for a response from Ms. Cook, and on October 10, we sent an email to Ms. Cook as part of the *Core Connect* case, stating Amazon’s position on the fee issue in more detail. We thanked Ms. Cook for her careful consideration of the issue, while noting that the issue was “exceedingly simple” and “not subject to any reasonable dispute.” On October 12, Ms. Cook confirmed receipt of our email and requested that claimant respond by October 16. Claimant never provided any response. This email exchange with Ms. Cook is attached as Exhibit D.

Meanwhile, Amazon had a hearing scheduled for October 23 in another case with Rosenbaum Famularo as opposing counsel and Ms. Cook as case administrator, *Prime Electronics v. Amazon Services, LLC*, Case No. 01-18-0003-0330. We had raised the issue of the proper fee in this case as well on October 3, with no response from Ms. Cook. On October 17, we emailed “to request an update on AAA’s review of this issue.” We noted that the hearing was less than one week away, and that it would be inappropriate to force Amazon to incur costs defending a claim that AAA’s own rules—which the parties’ agreement incorporated—required

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AAA to reject. We asked that Ms. Cook respond the next day to avoid the need to contact the arbitrator. Still, Ms. Cook refused to respond. This correspondence is attached as Exhibit E. On October 18, we sent a message requesting that the arbitrator suspend the hearing pending payment of the proper fee. The day before the hearing, the arbitrator responded that the case may proceed “[i]nsofar as AAA informs me that Claimant has paid the amount required” and the case did in fact proceed. Thus, Ms. Cook apparently told the arbitrator that the claimant had paid the required fee, even though that was indisputably false. This message from the arbitrator is attached as Exhibit F.

Ms. Cook’s refusal to apply AAA’s rules continued after the hearing in the *Prime Electronics* case. Claimant submitted a post-hearing brief requesting relief in excess of \$300,000, despite that the case had proceeded under the expedited rules based on the claim amount of under \$75,000 reflected in the claimant’s demand. We asked Ms. Cook to confirm that she would collect an additional \$6,525 in fees based on the clear requirement in AAA’s fee schedule that “[f]ees are subject to increase if the claim or counterclaim is increased after the initial filing date” (see Exhibit A). Ms. Cook responded merely to state that she “provided this update to the arbitrator,” but Ms. Cook did not attempt to collect the additional \$6,525 in fees due or provide any explanation for her failure to do so. The increased fee for an increased claim presents a separate issue from the proper filing fee for nonmonetary claims, and stands a separate example of Ms. Cook’s refusal to apply AAA’s rules when it would disfavor the claimant. We’ve included this exchange with Ms. Cook as Exhibit G.

Ms. Cook finally provided a substantive response regarding the proper fee for nonmonetary claims on November 1 in an email related to the *Core Connect* case. While Ms. Cook noted in her response that she had been out on a “brief vacation,” this response came *four full weeks* after Amazon first raised the issue in several cases (including *Core Connect*), two weeks after the claimant declined to respond to Ms. Cook’s request for comment, and after Ms. Cook had already improperly forced Amazon to defend the hearing in the *Prime Electronics* case. Ms. Cook stated:

I am ... writing to Claimant to confirm an understanding of your claim. You indicated that the dollar amount of your claim was under \$75,000.00 and under other, you entered “Multiple Account Reinstatements”.

When a non-monetary component is requested, the minimum filing fee is \$3500.00. However, if the non-monetary portion of your claim can be stated in monetary terms (if we don’t receive the requested relief, it will cost our company x dollars) we will accept the monetary value for determining the filing fee.

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Can you confirm the total amount of your claim, including the monetary and non-monetary values?

This explanation is nonsensical and directly contradicts AAA's rules. It also reflects an obvious attempt to coach claimant's lawyer to recharacterize claimant's request for non-monetary relief so that Ms. Cook would treat the case as solely seeking monetary relief (despite claimant's clear demand to the contrary). The effect of Ms. Cook's approach is that all claims involving both monetary and nonmonetary relief can proceed under the lower filing fee, but Ms. Cook ignored that AAA's rules mandate just the opposite. In response, claimant did not withdraw its nonmonetary claims but simply stated: "All within \$75k...just like all the others." This communication string is included as Exhibit H. Ms. Cook has continued to fail to address the fee issue in her many other cases involving Amazon.

Meanwhile, in a similar case before another case administrator, Amazon faced a similar issue but a vastly different experience in how the case administrator resolved the issue (and treated Amazon in the process). In that case, which also involved Rosenbaum Famularo and claims for reinstatement of an account, Amazon raised the fee issue on October 8. Julie Collins, a AAA case administrator in California, responded that same day with her understanding that the lower fee applied when a party states a monetary value for a non-monetary claim. Claimant and Amazon exchanged emails with Ms. Collins on this issue and eventually clarified that the claimant had no intention of withdrawing its request for nonmonetary relief. Ms. Collins informed the parties that the issue would be reviewed by AAA "upper management," and two days later, Ms. Collins confirmed AAA would collect the full \$3,500 filing fee as required by the rules. Ms. Collins gave the claimant 7 days to pay the increased filing fee or to amend its filing, noting that "[o]nly claims that have been properly filed will be presented to the arbitrator for consideration." Ms. Collins's emails related to this issue are attached as Exhibit I and Exhibit J. Other case administrators have followed suit and have confirmed that cases will not proceed—to a preliminary hearing call or otherwise—until the full fee is paid or the claimant withdraws nonmonetary relief claims.

After receiving confirmation of upper management's position from Ms. Collins, we informed Ms. Cook of our understanding that this issue had been resolved so as to require Ms. Cook to apply the fee schedule as written. We sent emails to Ms. Cook on this subject on Friday, November 9 with respect to multiple cases. Attached as Exhibit K is one example. After a week, Ms. Cook has refused to provide a response for any of these cases. Ms. Cook has refused to respond on any of her cases, and has refused to respond to Amazon's many repeated requests that she simply apply and enforce the AAA rules—as now has been confirmed by the AAA management. Ms. Cook is the *only* case administer that has treated Amazon in this fashion, which is inexplicable considering she is supposed to be a neutral party.

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In one particular case, *Mark Reith (1 Total Tan) v. Amazon Services, LLC*, Case No. 01-18-0003-2337, the claimant's "relief requested" included no monetary relief at all, but only injunctive (nonmonetary) relief. Amazon first asked Ms. Cook to confirm collection of the proper fee in this case on October 3, and again on October 18, but we received no response. Most recently, we once again raised the issue on November 5 and specifically pointed to the absence of any request for monetary relief from the demand and emphasized that we had raised this issue two times previously with no response. Still, Ms. Cook refuses to respond. Instead, Ms. Cook has continually sent emails requesting the parties provide availability to schedule the preliminary hearing call, while ignoring Amazon's requests to address the fee deficiency entirely. Amazon's most recent email to Ms. Cook in this case, along with earlier messages from Ms. Cook seeking to schedule the preliminary hearing, are attached as Exhibit L.

There is a stark contrast between Ms. Cook's approach to the fee issue and that of other case administrators. While Ms. Collins initially believed the lower fee applied, she provided her explanation the same day Amazon raised the issue. Once it became clear that her explanation conflicted with AAA rules, she consulted upper management to ensure the correct decision was reached. Ms. Collins had a misunderstanding of the rules, which she worked diligently to correct by consulting with leadership. Ms. Cook, on the other hand, spent a month coaching claimant to re-characterize its claim so that she could pretend it sought solely monetary relief and contriving a misinterpretation of the rules, which she refuses to correct. She apparently has not consulted management to seek a proper resolution of the issue, but instead has actively sought out ways to resolve the issue in Rosenbaum Famularo's favor. While delaying a decision on the issue, Ms. Cook pushed Amazon into preliminary hearing calls. She also blocked us from raising the issue with an arbitrator, despite AAA's rule expressly permitting us to do just that. And most egregiously, she wrongfully pushed forward with an evidentiary hearing while flatly misrepresenting the required fee to the arbitrator. The result is that Amazon was forced to incur thousands of dollars in costs to defend the hearing, and the arbitrator is scheduled to issue an award by November 21 in a case that never should have happened. While we have not yet received an award, Amazon is evaluating its legal options for challenging any award if it is adverse based on Ms. Cook's bias and refusal to enforce the AAA rules incorporated into the parties' arbitration agreement. Ms. Cook continues to ignore upper management's resolution of this issue, which is consistent with Ms. Cook's pattern of ignoring Amazon when we raise an issue that she is uncomfortable deciding in our favor, no matter how clearly the rules require that result.

While this issue with the fee for nonmonetary claims—standing alone—confirms Ms. Cook's lack of impartiality, Ms. Cook has displayed her bias in other ways. In one case from several months ago, for instance, Amazon learned after the hearing that Ms. Cook failed to collect any final fee from the claimant, who was represented by Rosenbaum Famularo. The

arbitrator ordered Amazon to reimburse the claimant \$775 in costs, and in response to Amazon's request for an accounting of all fees, Ms. Cook noted that the claimant "owes \$800 for the final fee." Amazon stated it would reimburse the claimant should it pay the final fee, but that never happened. The exchange showing Ms. Cook never collected a final fee is attached as Exhibit M. Ms. Cook's failure to collect any final fee reflects a lack of impartiality, as AAA's fee schedule clearly requires that the final fee is "payable in advance at the time the first hearing is scheduled" (see Exhibit A). Once again, Ms. Cook subjected Amazon to a hearing that never should have happened. Amazon receives no confirmation when a claimant pays a final fee, so we have no way to know how many other hearings Ms. Cook has allowed Rosenbaum Famularo to proceed with despite the absence of the final fee mandated by the AAA rules.

Ms. Cook has further demonstrated bias in addressing disputes related to the locale of arbitrations brought by Rosenbaum Famularo. As noted above, Rosenbaum Famularo is based in New York and almost universally requests New York as the locale of an arbitration, despite that the claimant lives in another state and the case's only connection to New York is the claimant's counsel. In these cases, Amazon has repeatedly objected to New York as the hearing locale when the factors considered by AAA clearly favor Seattle or another location. Ms. Cook has *never* decided one locale objection in Amazon's favor. Not once.

For instance, in one case, Amazon explained that all factors considered by AAA favor Seattle because the claimant had no connection to New York and only the claimant's counsel was located there. Amazon noted that the contract required application of Washington law, which is one factor considered by AAA and makes a Seattle arbitrator more suitable. Claimant provided no substantive response, but stated only that Amazon's objection to the locale was untimely. Ms. Cook responded by stating, without explanation, that the hearing locale would be New York, but that the arbitrator could make a final determination on locale. Thus, Ms. Cook compelled the parties to select an arbitrator from New York even though the suitability of a Washington-based arbitrator was one of the primary bases for Amazon's locale objection. Given the lack of any substantive response from claimant, Amazon assumed Ms. Cook considered its locale objection untimely, but when Amazon asked her to confirm, Ms. Cook stated Amazon's objection was "deemed timely" but still provided no explanation for her locale determination. Thus, even where AAA's factors strongly favored Seattle and where claimant provided no substantive response, Ms. Cook simply ignored Amazon's objection to the locale and deferred to Rosenbaum Famularo preferences. Communications related to this locale objection are included as Exhibit N and Exhibit O. In another more recent case, Ms. Cook didn't respond to Amazon's locale objections and simply sent out a list of New York-based arbitrators. When pressed to respond, Ms. Cook suggested she meant to send out a letter denying Amazon's locale objection prior to the list of arbitrators, but that the letter was in her "drafts." This correspondence is included as Exhibit P.

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These are not isolated examples but reflect the approach Ms. Cook has taken in all cases involving Rosenbaum Famularo's requests for New York arbitrations. We note that Ms. Cook's categorical and unexplained denial of Amazon's locale objections is inconsistent with our experiences with many other case administrators, who apply AAA's factors and decide locale objections fairly regardless of who brings the locale objection. Ms. Cook's refusal to apply AAA's locale factors when they favor Amazon is just another example of her bias in these cases. Again, no other AAA case administrator has treated Amazon in the consistently negative and always adverse fashion that Ms. Cook has and does.

Pursuant to AAA's Statement of Ethical Principles, we understand that "AAA employees are held to the AAA Standards of Ethics and Business Conduct requiring impartiality in providing AAA administrative services."⁴ Unfortunately, we see no viable explanation for Ms. Cook's behavior toward Amazon other than a lack of impartiality. In particular, we are deeply troubled by the recent events involving Rosenbaum Famularo's consistent failure to pay the proper administrative fees. The events described above—including the delay in addressing the issue and eventual responses—leave no doubt that Ms. Cook actively searched for ways to decide the issue in Rosenbaum Famularo's favor. And while doing so, Ms. Cook forced Amazon to continue to defend cases that were indisputably improperly filed, and should not have proceeded under the AAA's plain rules.

Each case she manages is now compromised by her overt bias. We do not raise this issue lightly. But we have no faith that Amazon can obtain a fair and just resolution of disputes in cases where Ms. Cook is involved. If Amazon cannot rely on the neutrality of AAA case administrators, it will have no choice but to consider other options for the rules governing arbitrations pursuant to various Amazon agreements. We respectfully ask that you confirm Ms. Cook will be removed from all cases in which Amazon is a party. Given the gravity of this issue—and given that Amazon continues to face imminent deadlines in improperly filed cases Ms. Cook refuses to reject—we request that you respond to confirm Ms. Cook's removal no later than **Monday, November 26, 2018**.

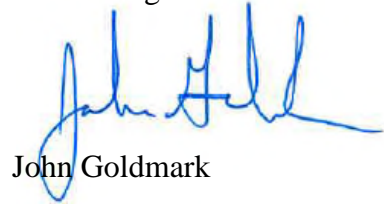
⁴ <https://www.adr.org/StatementofEthicalPrinciples>

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Thank you for your time and consideration in addressing this sensitive issue. I am more than happy to provide more information or discuss these issues in detail.

Sincerely,

Davis Wright Tremaine LLP

A handwritten signature in blue ink, appearing to read "John Goldmark", is positioned above the printed name.

John Goldmark

cc: Amazon

EXHIBIT A



AMERICAN ARBITRATION ASSOCIATION[®]

COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES

Administrative Fee Schedules

Amended and Effective May 1, 2018

For all cases determined to be international by the AAA-ICDR, the International Fee Schedule shall apply. An international case is generally defined as having either the place of arbitration or performance of the agreement outside the United States, or having an arbitration agreement between parties from different countries. To view the International Fee Schedule, visit info.adr.org/internationalfeeschedule.

The AAA offers parties two options for the payment of administrative fees.

For both schedules, administrative fees are based on the amount of the claim or counterclaim and are to be paid by the party bringing the claim or counterclaim at the time the demand or claim is filed with the AAA. *Arbitrator compensation is not included in either schedule.* Unless the parties' agreement provides otherwise, arbitrator compensation and administrative fees are subject to allocation by an arbitrator in an award.

Standard Fee Schedule: A two-payment schedule that provides for somewhat higher initial filing fees but lower overall administrative fees for cases that proceed to a hearing.

Flexible Fee Schedule: A three-payment schedule that provides for lower initial filing fee and then spreads subsequent payments out over the course of the arbitration. Total administrative fees will be somewhat higher for cases that proceed to a hearing.

Standard Fee Schedule

Amount of Claim	Initial Filing Fee	Final Fee
Less than \$75,000	\$925	\$600
\$75,000 to less than \$150,000	\$1,925	\$1,375
\$150,000 to less than \$300,000	\$2,900	\$2,200
\$300,000 to less than \$500,000	\$4,400	\$3,850
\$500,000 to less than \$1,000,000	\$5,500	\$6,825
\$1,000,000 to less than \$10,000,000	\$7,700	\$8,475
\$10,000,000 and above	\$11,000 plus .01% of the claim amount above \$10,000,000 up to \$65,000	\$13,750
Undetermined Monetary Claims	\$7,700	\$8,475
Nonmonetary Claims*	\$3,500	\$2,750
Deficient Filing Fee	\$500	
Additional Party Fees	If there are more than two separately represented parties in the arbitration, an additional 10% of each fee contained in these fee schedules will be charged for each additional separately represented party. However, Additional Party Fees will not exceed 50% of the base fees contained in these fee schedules unless there are more than 10 separately represented parties. See below for additional details.	

Flexible Fee Schedule

Amount of Claim	Initial Filing Fee	Proceed Fee	Final Fee
Less than \$75,000	Only available for claims \$150,000 and above		
\$75,000 to less than \$150,000			
\$150,000 to less than \$300,000	\$1,825	\$1,875	\$2,200
\$300,000 to less than \$500,000	\$2,200	\$3,300	\$3,850
\$500,000 to less than \$1,000,000	\$2,750	\$4,725	\$6,825
\$1,000,000 to less than \$10,000,000	\$3,850	\$6,275	\$8,475
\$10,000,000 and above	\$5,500	\$10,000 plus .01% of the claim amount above \$10,000,000 up to \$65,000	\$13,750
Undetermined Monetary Claims	\$3,850	\$6,275	\$8,475
Nonmonetary Claims*	\$2,200	\$2,475	\$2,750
Deficient Filing Fee	\$500		
Additional Party Fees	If there are more than two separately represented parties in the arbitration, an additional 10% of each fee contained in these fee schedules will be charged for each additional separately represented party. However, Additional Party Fees will not exceed 50% of the base fees contained in these fee schedules unless there are more than 10 separately represented parties. See below for additional details.		



Standard Fee Schedule (Cont.)

- The **Initial Filing Fee** is payable in full by a filing party when a claim, counterclaim, or additional claim is filed.
- The **Final Fee** will be incurred for all cases that proceed to their first hearing and is payable in advance at the time the first hearing is scheduled.
- **Fee Modifications:** Fees are subject to increase if the claim or counterclaim is increased after the initial filing date. Fees are subject to decrease if the claim or counterclaim decreases prior to the first hearing.
- **Cases with Three or More Arbitrators** are subject to a minimum Initial Filing Fee of \$4,400 and a Final Fee of \$3,850.
- **Nonmonetary Claims:** The non-monetary filing fee is the minimum filing fee for any case requesting non-monetary relief. Where a party seeks both monetary damages and non-monetary relief, the higher of the two filing fees will apply.

Refunds—Standard Fee Schedule:

Initial Filing Fees: Subject to a \$500 minimum non-refundable Initial Filing Fee for all cases, refunds of Initial Filing Fees for settled or withdrawn cases will be calculated from the date the AAA receives the demand for arbitration as follows:

- within 5 calendar days of filing—100%.
- between 6 and 30 calendar days of filing—50%
- between 31 and 60 calendar days of filing—25%

However, *no refunds will be made once:*

- any arbitrator has been appointed (including one arbitrator on a three-arbitrator panel).

Final Fees: If a case is settled or withdrawn prior to the first hearing taking place, all Final Fees paid will be refunded. However, if the AAA is not notified of a cancellation at least 24 hours before a scheduled hearing date, the Final Fee will remain due and will not be refunded.

Flexible Fee Schedule (Cont.)

- The **Initial Filing Fee** is payable in full by a filing party when a claim, counterclaim, or additional claim is filed.
- The **Proceed Fee** must be paid within 90 days of the filing of the demand for arbitration or a counterclaim before the AAA will proceed with the further administration of the arbitration, including the arbitrator appointment process.
 - If a Proceed Fee is not submitted within 90 days of the filing of the Claimant's Demand for Arbitration, the AAA will administratively close the file and notify all parties.
 - If the Flexible Fee Schedule is being used for the filing of a counterclaim, the counterclaim will not be presented to the arbitrator until the Proceed Fee is paid.
- The **Final Fee** will be incurred for all cases that proceed to their first hearing and is payable in advance at the time the first hearing is scheduled.
- **Fee Modifications:** Fees are subject to increase if the claim or counterclaim is increased after the initial filing date. Fees are subject to decrease if the claim or counterclaim decreases prior to the first hearing.
- **Cases with Three or More Arbitrators** are subject to a minimum Initial Filing Fee of \$2,200, a \$3,300 Proceed Fee and a Final Fee of \$3,850.
- **Nonmonetary Claims:** The non-monetary filing fee is the minimum filing fee for any case requesting non-monetary relief. Where a party seeks both monetary damages and non-monetary relief, the higher of the two filing fees will apply.

Refunds—Flexible Fee Schedule:

Under the Flexible Fee Schedule, **Filing Fees** and **Proceed Fees** are **non-refundable** once incurred.

Final Fees: If a case is settled or withdrawn prior to the first hearing taking place, all Final Fees paid will be refunded. However, if the AAA is not notified of a cancellation at least 24 hours before a scheduled hearing date, the Final Fee will remain due and will not be refunded.



Additional Fees Applicable to the Standard Fee and Flexible Fee Schedules

Additional Party Fees: Additional Party Fees will be charged as described above, and in addition:

- Additional Party Fees are payable by the party, whether a claimant or respondent, that names the additional parties to the arbitration.
- Such fees shall not exceed 50% of the base fees in the fee schedule, except that the AAA reserves the right to assess additional fees where there are more than 10 separately represented parties.
- An example of the Additional Party Fee is as follows: A single claimant represented by one attorney brings an arbitration against two separate respondents, however, both respondents are represented by the same attorney. No Additional Party Fees are due. However, if the respondents are represented by different attorneys, or if one of the respondents is self-represented and the other is represented by an attorney, an additional 10% of the Initial Filing fee is charged to the claimant. If the case moves to the Proceed Fee stage or the Final Fee stage, an additional 10% of those fees will also be charged to the claimant.

Incomplete or Deficient Filings: Where the applicable arbitration agreement does not reference the AAA, the AAA will attempt to obtain the agreement of all parties to have the arbitration administered by the AAA.

- Where the AAA is unable to obtain the parties' agreement to have the AAA administer the arbitration, the AAA will not proceed further and will administratively close the case. The AAA will also return the filing fees to the filing party, less the amount specified in the fee schedule above for deficient filings.
- Parties that file Demands for Arbitration that are incomplete or otherwise do not meet the filing requirements contained in the rules shall also be charged the amount specified above for deficient filings if they fail or are unable to respond to the AAA's request to correct the deficiency.

Arbitrations in Abeyance: Cases held in abeyance by mutual agreement for one year will be assessed an annual abeyance fee of \$500, to be split equally among the parties. If a party refuses to pay the assessed fee, the other party or parties may pay the entire fee on behalf of all parties, otherwise the arbitration will be administratively closed. All filing requirements, including the payment of filing fees, must be met before a matter will be placed in abeyance.

Fees for Additional Services: The AAA reserves the right to assess additional administrative fees for services performed by the AAA that go beyond those provided for in the AAA's rules, but which are required as a result of the parties' agreement or stipulation.

Hearing Room Rentals: The fees described above do not cover the cost of hearing rooms, which are available on a rental basis. Check with the AAA for availability and rates.

Mediation—Administrative Fee Schedules

A \$250 non-refundable deposit, which will be applied toward the mediation fee, is required to initiate the AAA's administration of the mediation and appointment of the mediator.

The mediator's fee is stated on his or her resume. The AAA administrative fee, split by the parties, is \$75 per hour billed by the mediator with a minimum four hour charge for any mediation held. Expenses referenced in Section M-17 of the Mediation Procedures may also apply.

If a matter submitted for mediation is withdrawn or cancelled or results in a settlement after the request to initiate mediation is filed but prior to the mediation conference, the AAA administrative fee is \$250 (to which the deposit will be applied) plus any mediator time and expenses incurred. These costs shall be borne by the initiating party unless the parties agree otherwise.

If you have questions about mediation costs or services, visit www.adr.org or contact your local AAA office.

EXHIBIT B

From: Miller, Robert
Sent: Wednesday, October 03, 2018 11:08 AM
To: 'barbaracook@adr.org'; 'CJR Rosenbaum (cjr@amazonsellerslawyer.com)'; 'arbitrationteam@amazonsellerslawyer.com'
Cc: Goldmark, John; Joy, Kathryn; 'Amber Aird (AirdA@adr.org)'; 'Marvin Harris (HarrisM@adr.org)'
Subject: RE: Core Connect Computers v. Amazon Services, LLC - Case 01-18-0002-2897

Ms. Cook – We’ve learned that the filing fee paid by claimant in this case is deficient. We understand from Claimant’s demand that Claimant paid a filing fee of \$925, which is the fee required by the commercial rules for monetary claims under \$75,000 ([https://www.adr.org/sites/default/files/Commercial Arbitration Fee Schedule 1.pdf](https://www.adr.org/sites/default/files/Commercial_Arbitration_Fee_Schedule_1.pdf)). AAA’s rules require a filing fee of \$3,500 for “nonmonetary claims,” which includes any case where the claimant is “requesting non-monetary relief.” Where the claimant seeks both monetary and non-monetary relief, “the higher of the two filing fees will apply.” The demand in this case asks the arbitrator to order reinstatement of a seller account, which is non-monetary relief. As a result, the proper initial filing fee is \$3,500, and the proper “final fee” is \$2,750. Please verify AAA will collect the proper initial filing fee before this case proceeds. Thank you.

Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004
Tel: (425) 646-6189 | Fax: (425) 646-6199
Email: robertmiller@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Washington, D.C.

From: barbaracook@adr.org <barbaracook@adr.org>
Sent: Monday, July 09, 2018 1:45 PM
To: CJ@amazonsellerslawyer.com; Miller, Robert <RobertMiller@dwt.com>; Goldmark, John <JohnGoldmark@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>
Subject: Core Connect Computers v. Amazon Services, LLC - Case 01-18-0002-2897

Hello,

Please review the attached correspondence regarding the above-referenced case.

Feel free to contact me with any questions, comments or concerns you have related to this matter.

Thank you.



AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919
T: 401 431 4774 F: 866 644 0234
adr.org | icdr.org | aaamediation.org

Yvonne L. Baglini, Director
Northeast Case Management Center

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EXHIBIT C

From: AAA Barbara Cook <barbaracook@adr.org>
Sent: Friday, October 05, 2018 11:21 AM
To: Miller, Robert; 'CJ Rosenbaum'; Arbitration Team
(Arbitrationteam@amazonsellerslawyer.com); Goldmark, John; Joy, Kathryn
Subject: RE: Core Connect Computers v. Amazon Services, LLC 01 15 0002 2897 : for Preliminary hearing Monday

Dear Parties:

I am reviewing the filing fee that assessed to this matter.

The Preliminary hearing has not been postponed.

Barbara



AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919

T: 401 431 4774 F: 866 644 0234

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Yvonne L. Baglini, Director

Northeast Case Management Center

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From: Miller, Robert <RobertMiller@dwt.com>
Sent: Friday, October 05, 2018 2:19 PM
To: AAA Barbara Cook <barbaracook@adr.org>; 'CJ Rosenbaum' <cjr@amazonsellerslawyer.com>; Arbitration Team (Arbitrationteam@amazonsellerslawyer.com) <Arbitrationteam@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>
Subject: RE: Core Connect Computers v. Amazon Services, LLC 01 15 0002 2897 : for Preliminary hearing Monday

This email originated outside of the American Arbitration Association. Use caution before opening attachments and/or clicking on links.

Amazon is proceeding under the assumption that the preliminary hearing has been suspended until the full filing fee has been paid in accordance with AAA rules. Thank you.

Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004
Tel: (425) 646-6189 | Fax: (425) 646-6199
Email: robertmiller@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Washington, D.C.

From: AAA Barbara Cook <barbaracook@adr.org>

Sent: Friday, October 05, 2018 10:45 AM

To: 'CJ Rosenbaum' <cjr@amazonsellerslawyer.com>; Arbitration Team (Arbitrationteam@amazonsellerslawyer.com) <Arbitrationteam@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>; Miller, Robert <RobertMiller@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>

Subject: Core Connect Computers v. Amazon Services, LLC 01 15 0002 2897 : for Preliminary hearing Monday

Dear Parties:

The following is from the Arbitrator today in advance of the Preliminary hearing on Monday at 12 p m. ET.

Arbitrator Turitz requests that, if you have not already done so, counsel meet and confer on length of and potential dates for the hearing, and dates by which the parties can exchange documents. She also requests that you confirm with your clients dates that they are not available for hearing. Thank you for your cooperation.

Gilda R. Turitz, Esq.



AAA Barbara Cook

American Arbitration Association

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T: 401 431 4774 F: 866 644 0234

adr.org | icdr.org | aaamediation.org

Yvonne L. Baglini, Director

Northeast Case Management Center

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EXHIBIT D

From: AAA Barbara Cook <barbaracook@adr.org>
Sent: Friday, October 12, 2018 12:49 PM
To: Miller, Robert; 'CJ Rosenbaum'; Goldmark, John; Joy, Kathryn
Cc: Arbitration Team (Arbitrationteam@amazonsellerslawyer.com)
Subject: RE: Core Connect Computers v. Amazon Services, LLC 01 15 0002 2897 :comments requested from claimant by Oct. 16

Dear Parties:

This will acknowledge receipt of the email below from Respondents.

Mr. Rosenbaum – can you please provide any comments on or before Tuesday October 16.

Thank you.



AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919

T: 401 431 4774 F: 866 644 0234

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Yvonne L. Baglini, Director

Northeast Case Management Center

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From: Miller, Robert <RobertMiller@dwt.com>
Sent: Wednesday, October 10, 2018 12:00 PM
To: AAA Barbara Cook <barbaracook@adr.org>
Cc: 'CJ Rosenbaum' <cjr@amazonsellerslawyer.com>; Arbitration Team (Arbitrationteam@amazonsellerslawyer.com) <Arbitrationteam@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>
Subject: RE: Core Connect Computers v. Amazon Services, LLC 01 15 0002 2897 : for Preliminary hearing Monday

This email originated outside of the American Arbitration Association. Use caution before opening attachments and/or clicking on links.

Ms. Cook – Thank you for confirming that AAA is reviewing the filing fee paid in this matter. To facilitate the process, we wanted to clarify Amazon's position on why AAA's rules require that it either collect the full \$3,500 or decline to process the claim for reinstatement of a seller account (i.e., nonmonetary relief).

The commercial administrative fee schedule attached here shows that the "initial filing fee" for claims of less than \$75,000 is \$925, and the filing fee for "nonmonetary claims" is \$3,500. Importantly, on page two, the fee schedule states as follows:

“Nonmonetary Claims: The non-monetary filing fee is the minimum filing fee for *any case* requesting non-monetary relief. Where a party seeks *both* monetary damages and non-monetary relief, *the higher of the two filing fees will apply.*”

(emphasis added). That is exactly the situation here. Claimant’s demand indisputably seeks both damages and reinstatement of a seller account, which is nonmonetary relief. Even if Claimant could assign some monetary value to this nonmonetary claim (i.e., if reinstatement is not awarded, the seller will lose a certain sum), that would not change the fact that Claimant is requesting the arbitrator order Amazon to reinstate an account and do business with Claimant. That is a request for injunctive/nonmonetary relief, and this case therefore includes a request for both monetary and nonmonetary relief. Again, the higher filing fee applies to *any* case where a party seeks both, as Claimant undeniably does here.

It also makes sense that AAA’s rules apply a higher fee for nonmonetary claims. The law universally recognizes that injunctive relief—such as the claim for reinstatement here—is an “extraordinary remedy” with “dramatic and drastic power.” *Availability of Injunctive Relief—In General*, 11A Fed. Prac. & Proc. Civ. § 2942 (3d ed.). Further, nonmonetary relief is disfavored and will be awarded only where monetary relief is inadequate. *See id.* § 2944. Applying a higher fee for these fundamentally different and extraordinary claims—which inherently make the proceedings more complex—is therefore consistent with basic legal principles.

The amount of the fee isn’t just a formality to respondent Amazon in these cases. Like other parties, Amazon agrees with its sellers to arbitrate under AAA rules in reliance on the plain language of those rules. If those rules are not enforced as written, it defeats the reliability the parties contracted for by agreeing to AAA rules. By contracting to use those rules, Amazon relies on the fact that, if a claimant seeks only damages, it need only pay the lower fee to perfect its claim and allow that claim to proceed against Amazon. But if a claimant wants to seek nonmonetary relief—asking the arbitrator to *force* Amazon to contract and do business with it against Amazon’s will (as is the case here)—then claimant should have to pay the higher fee to perfect its claim and pursue this “extraordinary” relief against Amazon. That is precisely what the AAA fee schedule states and which basic legal principles support.

In other instances, AAA has applied its fee schedule as written and mandated full payment of the \$3,500 fee. I’ve attached a letter from AAA confirming that the \$3,500 fee will apply to a case with both nonmonetary and monetary relief sought. And the demand in that case (also filed by CJ Rosenbaum), just like this case, involves a generic claim for up to \$75,000 in damages and a claim for reinstatement. AAA’s application of the fee schedule should be consistent, and most importantly, should reflect the language of the fee schedule as described above.

Under AAA rules, AAA must deem this filing incomplete and deficient. The rule governing “filing requirements” states that a party initiates an arbitration by filing the demand and paying the filing fee. R-4(a). And if the filing does not meet those requirements, “AAA *shall* acknowledge to all named parties receipt of the incomplete filing and inform the parties of the filing deficiencies.” R-4(i) (emphasis added).

We also wanted to address your concern expressed during the preliminary hearing in this matter regarding Amazon raising the fee issue with the arbitrator. Rule 57, copied below, addresses this issue directly and permits Amazon to raise nonpayment of administrative fees with the arbitrator. We believe this is an exceedingly simple issue that is not subject to any reasonable dispute. As a result, AAA should resolve the issue, and it shouldn’t be necessary to take the arbitrator’s time on something so clear. However, if AAA declines to apply its fee schedule and its rules as written, Amazon will seek the assistance of the arbitrator, as the rules permit.

Given that AAA’s fee schedule cannot support payment of the \$925 filing fee where claimant seeks *both* monetary and non-monetary relief, we respectfully request that the AAA inform Claimant that its filing is deficient, as the rules require. Claimant may then choose whether to withdraw nonmonetary claims or pay the correct filing fee.

We very much appreciate your time and your careful consideration of this issue.

R-57.

Remedies for Nonpayment If arbitrator compensation or administrative charges have not been paid in full, the AAA may so inform the parties in order that one of them may advance the required payment.

(a) Upon receipt of information from the AAA that payment for administrative charges or deposits for arbitrator compensation have not been paid in full, to the extent the law allows, a party may request that the arbitrator take specific measures relating to a party's non-payment.

(b) Such measures may include, but are not limited to, limiting a party's ability to assert or pursue their claim. In no event, however, shall a party be precluded from defending a claim or counterclaim.

(c) The arbitrator must provide the party opposing a request for such measures with the opportunity to respond prior to making any ruling regarding the same.

(d) In the event that the arbitrator grants any request for relief which limits any party's participation in the arbitration, the arbitrator shall require the party who is making a claim and who has made appropriate payments to submit such evidence as the arbitrator may require for the making of an award.

(e) Upon receipt of information from the AAA that full payments have not been received, the arbitrator, on the arbitrator's own initiative or at the request of the AAA or a party, may order the suspension of the arbitration. If no arbitrator has yet been appointed, the AAA may suspend the proceedings.

(f) If the arbitration has been suspended by either the AAA or the arbitrator and the parties have failed to make the full deposits requested within the time provided after the suspension, the arbitrator, or the AAA if an arbitrator has not been appointed, may terminate the proceedings.

Robert E. Miller | Davis Wright Tremaine LLP

777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004

Tel: (425) 646-6189 | Fax: (425) 646-6199

Email: robertmiller@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Washington, D.C.

From: AAA Barbara Cook <barbaracook@adr.org>

Sent: Friday, October 05, 2018 11:21 AM

To: Miller, Robert <RobertMiller@dwt.com>; 'CJ Rosenbaum' <cjr@amazonsellerslawyer.com>; Arbitration Team (<Arbitrationteam@amazonsellerslawyer.com> <Arbitrationteam@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>

Subject: RE: Core Connect Computers v. Amazon Services, LLC 01 15 0002 2897 : for Preliminary hearing Monday

Dear Parties:

I am reviewing the filing fee that assessed to this matter.

The Preliminary hearing has not been postponed.

Barbara



AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919

T: 401 431 4774 F: 866 644 0234

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Yvonne L. Baglini, Director
Northeast Case Management Center

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From: Miller, Robert <RobertMiller@dwt.com>

Sent: Friday, October 05, 2018 2:19 PM

To: AAA Barbara Cook <barbaracook@adr.org>; 'CJ Rosenbaum' <cjr@amazonsellerslawyer.com>; Arbitration Team (Arbitrationteam@amazonsellerslawyer.com) <Arbitrationteam@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>

Subject: RE: Core Connect Computers v. Amazon Services, LLC 01 15 0002 2897 : for Preliminary hearing Monday

This email originated outside of the American Arbitration Association. Use caution before opening attachments and/or clicking on links.

Amazon is proceeding under the assumption that the preliminary hearing has been suspended until the full filing fee has been paid in accordance with AAA rules. Thank you.

Robert E. Miller | Davis Wright Tremaine LLP

777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004

Tel: (425) 646-6189 | Fax: (425) 646-6199

Email: robertmiller@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Washington, D.C.

From: AAA Barbara Cook <barbaracook@adr.org>

Sent: Friday, October 05, 2018 10:45 AM

To: 'CJ Rosenbaum' <cjr@amazonsellerslawyer.com>; Arbitration Team (Arbitrationteam@amazonsellerslawyer.com) <Arbitrationteam@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>; Miller, Robert <RobertMiller@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>

Subject: Core Connect Computers v. Amazon Services, LLC 01 15 0002 2897 : for Preliminary hearing Monday

Dear Parties:

The following is from the Arbitrator today in advance of the Preliminary hearing on Monday at 12 p m. ET.

Arbitrator Turitz requests that, if you have not already done so, counsel meet and confer on length of and potential dates for the hearing, and dates by which the parties can exchange documents. She also requests that you confirm with your clients dates that they are not available for hearing. Thank you for your cooperation.

Gilda R. Turitz, Esq.



AAA Barbara Cook

American Arbitration Association

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EXHIBIT E

From: Miller, Robert
Sent: Wednesday, October 17, 2018 1:23 PM
To: 'barbaracook@adr.org'; 'CJR Rosenbaum (cjr@amazonsellerslawyer.com)'; 'arbitrationteam@amazonsellerslawyer.com'
Cc: Joy, Kathryn; Goldmark, John
Subject: RE: Prime Electronics v. Amazon Services, LLC - Case 01-18-0003-0330

Ms. Cook – we'd like to request an update on AAA's review of this issue. As you know, the hearing is scheduled for less than a week from now, on October 23. Amazon does not believe the rules permit proceeding to a hearing when the proper filing fee and final fee have not been paid (see administrative fee schedule, which states the initial filing fee is "payable in full . . . when a claim . . . is filed" and the final fee "is payable in advance at the time the first hearing is scheduled"). Please confirm that AAA will require payment of the \$2,575 still unpaid from the filing fee and the \$2,750 due for the final fee. Or if Claimant elects to withdraw its requests for nonmonetary relief, please confirm AAA will obtain payment of the \$800 final fee before the hearing, if it has not done so yet.

We request that you confirm AAA will collect the appropriate fees before allowing the hearing to proceed no later than **tomorrow, October 18, by 12pm EST**. If AAA fails to enforce its rules as written, Amazon will need to seek the involvement of the arbitrator as allowed by AAA Rule 47. However, we don't think it'd be appropriate to force the arbitrator to consider this issue at the last minute, as the correct application of the fee schedule is a simple administrative issue and not subject to any reasonable dispute. The presence of the nonmonetary relief claims continues to force Amazon to incur additional costs related to extensively arguing the issue in pre-hearing briefing, preparing witnesses to address the issue, collecting relevant exhibits, etc. The case would be simplified without the nonmonetary claims, which is exactly what AAA rules anticipate and why a higher fee applies to such claims. Amazon should not be forced to continue to incur such costs when Claimant has not perfected its claim for nonmonetary relief as mandated by AAA's rules.

Thank you again for your assistance and for your time in considering this issue.

Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004
Tel: (425) 646-6189 | Fax: (425) 646-6199
Email: robertmiller@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Washington, D.C.

From: Miller, Robert
Sent: Wednesday, October 03, 2018 11:05 AM
To: barbaracook@adr.org; CJR Rosenbaum (cjr@amazonsellerslawyer.com) <cjr@amazonsellerslawyer.com>; arbitrationteam@amazonsellerslawyer.com
Cc: Joy, Kathryn <KathrynJoy@dwt.com>; Goldmark, John <JohnGoldmark@dwt.com>; Marvin Harris (HarrisM@adr.org) <HarrisM@adr.org>; Amber Aird (AirdA@adr.org) <AirdA@adr.org>
Subject: RE: Prime Electronics v. Amazon Services, LLC - Case 01-18-0003-0330

Ms. Cook – We've learned that the filing fee paid by claimant in this case is deficient. We understand from the copy of the check included with Claimant's demand that Claimant paid a filing fee of \$925, which is the fee required by the commercial rules for monetary claims under \$75,000 ([https://www.adr.org/sites/default/files/Commercial Arbitration Fee Schedule 1.pdf](https://www.adr.org/sites/default/files/Commercial_Arbitration_Fee_Schedule_1.pdf)). AAA's rules require a filing fee of \$3,500 for "nonmonetary claims," which includes any case where the claimant is "requesting non-monetary relief." Where the claimant seeks both monetary and non-monetary relief, "the higher of the two filing fees will apply." The demand in this case asks the arbitrator to order reinstatement of a seller account, which is non-monetary

relief. As a result, the proper initial filing fee is \$3,500, and the proper "final fee" is \$2,750. Please verify AAA will collect the proper initial filing fee before this case proceeds. Thank you.

Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004
Tel: (425) 646-6189 | Fax: (425) 646-6199
Email: robertmiller@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Washington, D.C.

From: barbaracook@adr.org [<mailto:barbaracook@adr.org>]
Sent: Wednesday, August 15, 2018 7:50 AM
To: cjr@amazonsellerslawyer.com; arbitrationteam@amazonsellerslawyer.com; Goldmark, John
Subject: Prime Electronics v. Amazon Services, LLC - Case 01-18-0003-0330

Hello,

Please review the attached correspondence regarding the above-referenced case.

Feel free to contact me with any questions, comments or concerns you have related to this matter.

Thank you.



AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919
T: 401 431 4774 F: 866 644 0234
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Yvonne L. Baglini, Director
Northeast Case Management Center

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EXHIBIT F

From: AAA Barbara Cook <barbaracook@adr.org>
Sent: Monday, October 22, 2018 8:33 AM
To: CJ Rosenbaum; 'Arbitration Team'; Rob Segall; Goldmark, John; Miller, Robert
Subject: Prime Electronics v. Amazon Services, LLC 01 18 0003 0330

[EXTERNAL]

Dear Parties:

The following is from Arbitrator Certilman:

Insofar as AAA informs me that Claimant has paid the amount required for an expedited matter, the case may proceed to hearing on the 23rd and Claimants relief shall in no event exceed that which available in a proceeding under the expedited rules.

Steven A. Certilman, C Arb, FCI Arb



AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919

T: 401 431 4774 F: 866 644 0234

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Yvonne L. Baglini, Director

Northeast Case Management Center

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EXHIBIT G

From: AAA Barbara Cook <barbaracook@adr.org>
Sent: Tuesday, November 06, 2018 2:04 PM
To: Miller, Robert; Arbitration Team
Cc: Cory Rosenbaum; Goldmark, John; Joy, Kathryn
Subject: RE: Prime Electronics v. Amazon Services, 01 18 0003 0330 confirming date of replies

[EXTERNAL]

Dear Parties;

This will acknowledge the email from Mr. Miller today.

I have provided this update to the arbitrator.

Thanks
Barbara



AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919

T: 401 431 4774 F: 866 644 0234

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Yvonne L. Baglini, Director

Northeast Case Management Center

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From: Miller, Robert <RobertMiller@dwt.com>
Sent: Tuesday, November 06, 2018 1:29 AM
To: Arbitration Team <arbitrationteam@amazonsellerslawyer.com>
Cc: AAA Barbara Cook <barbaracook@adr.org>; Cory Rosenbaum <cjr@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>
Subject: RE: Prime Electronics v. Amazon Services, 01 18 0003 0330 confirming date of replies

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Ms. Cook – Claimant's post-hearing brief seeks, for the first time, damages in excess of \$300,000. And as Claimant points out in the brief, AAA's fee schedule provides that "Fees are subject to increase if the claim or counterclaim is increased after the initial filing date." Further, AAA's Commercial R-6(a) provides: "If the change of claim amount results in an increase in administrative fee, **the balance of the fee is due before the change of claim amount may be accepted by the arbitrator.**" (emphasis added).

AAA's fee schedule provides that claims between \$300k and \$500k require a filing fee of \$4,400 and a final fee of \$3,850, for a total of \$8,250. We understand Claimant has so far paid a \$925 filing fee and a \$800 final fee, for a total of \$1,725. Thus, Claimant still owes **\$6,525**.

Please confirm by 5pm EST tomorrow that AAA will require payment of \$6,525 in administrative fees. If we have not received confirmation by 5pm EST tomorrow that AAA intends to collect the full fee, we will ask that the arbitrator strike any requested relief in excess of \$75,000. Please forward this email to the arbitrator so he is aware AAA's rules do not permit consideration of the changed claim absent payment of the proper fee.

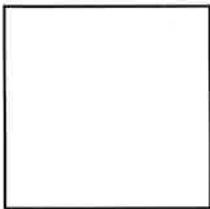
Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004
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Email: robertmiller@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Washington, D.C.

From: Arbitration Team <arbitrationteam@amazonsellerslawyer.com>
Sent: Monday, November 05, 2018 2:01 PM
To: Miller, Robert <RobertMiller@dwt.com>
Cc: AAA Barbara Cook <barbaracook@adr.org>; Cory Rosenbaum <cjr@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>
Subject: Re: Prime Electronics v. Amazon Services, 01 18 0003 0330 confirming date of replies

[EXTERNAL]

Attached is Claimant's post hearing brief.



Rob Segall | Paralegal
Five Penn Plaza, 23rd Floor, New York, New York 10001
Phone: 212-256-1109 | Toll Free: 1-877-9-SELLER
Skype/ WeChat: AmazonSellersLawyer
Rob@AmazonSellersLawyer.com
www.AmazonSellersLawyer.com

On Nov 5, 2018, at 4:59 PM, Miller, Robert <RobertMiller@dwt.com> wrote:

Attached is Amazon's post-hearing brief.

Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004
Tel: (425) 646-6189 | Fax: (425) 646-6199
Email: robertmiller@dwt.com | Website: www.dwt.com

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From: AAA Barbara Cook <barbaracook@adr.org>
Sent: Thursday, October 25, 2018 7:59 AM

To: cjr@amazonsellerslawyer.com; Arbitration Team <arbitrationteam@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>; Miller, Robert <RobertMiller@dwt.com>
Subject: Prime Electronics v. Amazon Services, 01 18 0003 0330 confirming date of replies

[EXTERNAL]

Dear Parties:

This will confirm that the Arbitrator has ordered that Post hearing briefs will be due on or before November 5, 2018 for the above matter.

The Arbitrator will then close the hearings for this matter.

Thanks

Sincerely,
Barbara

<image002.png> **AAA Barbara Cook**
American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919
T: 401 431 4774 F: 866 644 0234
adr.org | icdr.org | aaamediation.org

Yvonne L. Baglini, Director
Northeast Case Management Center

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<Prime Electronics v. Amazon - Amazon's Post-Hearing Brief.pdf>

EXHIBIT H

From: CJ Rosenbaum <cjr@amazonsellerslawyer.com>
Sent: Friday, November 02, 2018 11:59 PM
To: AAA Barbara Cook; Rob Segall
Cc: Goldmark, John; Joy, Kathryn; Miller, Robert; Arbitration Team
(Arbitrationteam@amazonsellerslawyer.com)
Subject: Re: Core Connect Computers v. Amazon Services, LLC 01 15 0002 2897 : for Claimant due Nov. 6 please

[EXTERNAL]

All within \$75k...just like all of the others.

CJ

On Thu, Nov 1, 2018 at 4:38 PM, AAA Barbara Cook <barbaracook@adr.org> wrote:

Dear Parties;

This will amend my email below.

Mr. Levine was appointed to : DDCO v Amazon 01 18 0003 3239.

Thanks and sorry for any confusion. Ms. Turitz is the arbitrator for Core v Amazon.

Barbara



AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919

T: 401 431 4774 F: 866 644 0234

adr.org | icdr.org | aaamediation.org

Yvonne L. Baglini, Director

Northeast Case Management Center

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From: AAA Barbara Cook

Sent: Thursday, November 01, 2018 4:28 PM

To: 'CJ Rosenbaum' <cjr@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>; Miller, Robert <RobertMiller@dwt.com>; Arbitration Team (Arbitrationteam@amazonsellerslawyer.com) <Arbitrationteam@amazonsellerslawyer.com>

Subject: RE: Core Connect Computers v. Amazon Services, LLC 01 15 0002 2897 : for Claimant due Nov. 6 please

Dear Parties:

Pardon my delay in obtaining a reply from you. I have been out of the office on a brief vacation.

This will advise the parties that we have appointed Mr. Gerald Levine to serve as the Arbitrator for this matter. I will provide you his signed documents and or disclosures in the coming days.

I am also writing to Claimant to confirm an understanding of your claim. You indicated that the dollar amount of your claim was under \$75,000.00 and under other, you entered "Multiple Account Reinstatements".

When a non-monetary component is requested, the minimum filing fee is \$3500.00. However, if the non-monetary portion of your claim can be stated in monetary terms (if we don't receive the requested relief, it will cost our company x dollars) we will accept the monetary value for determining the filing fee.

Can you confirm the total amount of your claim, including the monetary and non-monetary values? I would appreciate this no later than **Tuesday Nov. 6.**

Thank you,

Barbara

From: Miller, Robert <RobertMiller@dwt.com>

Sent: Wednesday, October 10, 2018 12:00 PM

To: AAA Barbara Cook <barbaracook@adr.org>

Cc: 'CJ Rosenbaum' <cjr@amazonsellerslawyer.com>; Arbitration Team (Arbitrationteam@amazonsellerslawyer.com) <Arbitrationteam@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>

Subject: RE: Core Connect Computers v. Amazon Services, LLC 01 15 0002 2897 : for Preliminary hearing Monday

This email originated outside of the American Arbitration Association. Use caution before opening attachments and/or clicking on links.

Ms. Cook – Thank you for confirming that AAA is reviewing the filing fee paid in this matter. To facilitate the process, we wanted to clarify Amazon’s position on why AAA’s rules require that it either collect the full \$3,500 or decline to process the claim for reinstatement of a seller account (i.e., nonmonetary relief).

The commercial administrative fee schedule attached here shows that the “initial filing fee” for claims of less than \$75,000 is \$925, and the filing fee for “nonmonetary claims” is \$3,500. Importantly, on page two, the fee schedule states as follows:

“Nonmonetary Claims: The non-monetary filing fee is the minimum filing fee for *any case* requesting non-monetary relief. Where a party seeks *both* monetary damages and non-monetary relief, *the higher of the two filing fees will apply.*”

(emphasis added). That is exactly the situation here. Claimant’s demand indisputably seeks both damages and reinstatement of a seller account, which is nonmonetary relief. Even if Claimant could assign some monetary value to this nonmonetary claim (i.e., if reinstatement is not awarded, the seller will lose a certain sum), that would not change the fact that Claimant is requesting the arbitrator order Amazon to reinstate an account and do business with Claimant. That is a request for injunctive/nonmonetary relief, and this case therefore includes a request for both monetary and nonmonetary relief. Again, the higher filing fee applies to *any* case where a party seeks both, as Claimant undeniably does here.

It also makes sense that AAA's rules apply a higher fee for nonmonetary claims. The law universally recognizes that injunctive relief—such as the claim for reinstatement here—is an “extraordinary remedy” with “dramatic and drastic power.” *Availability of Injunctive Relief—In General*, 11A Fed. Prac. & Proc. Civ. § 2942 (3d ed.). Further, nonmonetary relief is disfavored and will be awarded only where monetary relief is inadequate. *See id.* § 2944. Applying a higher fee for these fundamentally different and extraordinary claims—which inherently make the proceedings more complex—is therefore consistent with basic legal principles.

The amount of the fee isn't just a formality to respondent Amazon in these cases. Like other parties, Amazon agrees with its sellers to arbitrate under AAA rules in reliance on the plain language of those rules. If those rules are not enforced as written, it defeats the reliability the parties contracted for by agreeing to AAA rules. By contracting to use those rules, Amazon relies on the fact that, if a claimant seeks only damages, it need only pay the lower fee to perfect its claim and allow that claim to proceed against Amazon. But if a claimant wants to seek nonmonetary relief—asking the arbitrator to *force* Amazon to contract and do business with it against Amazon's will (as is the case here)—then claimant should have to pay the higher fee to perfect its claim and pursue this “extraordinary” relief against Amazon. That is precisely what the AAA fee schedule states and which basic legal principles support.

In other instances, AAA has applied its fee schedule as written and mandated full payment of the \$3,500 fee. I've attached a letter from AAA confirming that the \$3,500 fee will apply to a case with both nonmonetary and monetary relief sought. And the demand in that case (also filed by CJ Rosenbaum), just like this case, involves a generic claim for up to \$75,000 in damages and a claim for reinstatement. AAA's application of the fee schedule should be consistent, and most importantly, should reflect the language of the fee schedule as described above.

Under AAA rules, AAA must deem this filing incomplete and deficient. The rule governing “filing requirements” states that a party initiates an arbitration by filing the demand and paying the filing fee. R-4(a). And if the filing does not meet those requirements, “AAA *shall* acknowledge to all named parties receipt of the incomplete filing and inform the parties of the filing deficiencies.” R-4(i) (emphasis added).

We also wanted to address your concern expressed during the preliminary hearing in this matter regarding Amazon raising the fee issue with the arbitrator. Rule 57, copied below, addresses this issue directly and permits Amazon to raise nonpayment of administrative fees with the arbitrator. We believe this is an exceedingly simple issue that is not subject to any reasonable dispute. As a result, AAA should resolve the issue, and it shouldn't be necessary to take the arbitrator's time on something so clear. However, if AAA declines to apply its fee schedule and its rules as written, Amazon will seek the assistance of the arbitrator, as the rules permit.

Given that AAA's fee schedule cannot support payment of the \$925 filing fee where claimant seeks *both* monetary and non-monetary relief, we respectfully request that the AAA inform Claimant that its filing is

deficient, as the rules require. Claimant may then choose whether to withdraw nonmonetary claims or pay the correct filing fee.

We very much appreciate your time and your careful consideration of this issue.

R-57.

Remedies for Nonpayment If arbitrator compensation or administrative charges have not been paid in full, the AAA may so inform the parties in order that one of them may advance the required payment.

(a) Upon receipt of information from the AAA that payment for administrative charges or deposits for arbitrator compensation have not been paid in full, to the extent the law allows, a party may request that the arbitrator take specific measures relating to a party's non-payment.

(b) Such measures may include, but are not limited to, limiting a party's ability to assert or pursue their claim. In no event, however, shall a party be precluded from defending a claim or counterclaim.

(c) The arbitrator must provide the party opposing a request for such measures with the opportunity to respond prior to making any ruling regarding the same.

(d) In the event that the arbitrator grants any request for relief which limits any party's participation in the arbitration, the arbitrator shall require the party who is making a claim and who has made appropriate payments to submit such evidence as the arbitrator may require for the making of an award.

(e) Upon receipt of information from the AAA that full payments have not been received, the arbitrator, on the arbitrator's own initiative or at the request of the AAA or a party, may order the suspension of the arbitration. If no arbitrator has yet been appointed, the AAA may suspend the proceedings.

(f) If the arbitration has been suspended by either the AAA or the arbitrator and the parties have failed to make the full deposits requested within the time provided after the suspension, the arbitrator, or the AAA if an arbitrator has not been appointed, may terminate the proceedings.

Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004
Tel: (425) 646-6189 | Fax: (425) 646-6199
Email: robertmiller@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Washington, D.C.

From: AAA Barbara Cook <barbaracook@adr.org>

Sent: Friday, October 05, 2018 11:21 AM

To: Miller, Robert <RobertMiller@dwt.com>; 'CJ Rosenbaum' <cjr@amazonsellerslawyer.com>; Arbitration Team (Arbitrationteam@amazonsellerslawyer.com) <Arbitrationteam@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>

Subject: RE: Core Connect Computers v. Amazon Services, LLC 01 15 0002 2897 : for Preliminary hearing Monday

Dear Parties:

I am reviewing the filing fee that assessed to this matter.

The Preliminary hearing has not been postponed.

Barbara



AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919

T: 401 431 4774 F: 866 644 0234

adr.org | icdr.org | aaamediation.org

Yvonne L. Baglini, Director

Northeast Case Management Center

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From: Miller, Robert <RobertMiller@dwt.com>

Sent: Friday, October 05, 2018 2:19 PM

To: AAA Barbara Cook <barbaracook@adr.org>; 'CJ Rosenbaum' <cjr@amazonsellerslawyer.com>; Arbitration Team (Arbitrationteam@amazonsellerslawyer.com) <Arbitrationteam@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>

Subject: RE: Core Connect Computers v. Amazon Services, LLC 01 15 0002 2897 : for Preliminary hearing Monday

This email originated outside of the American Arbitration Association. Use caution before opening attachments and/or clicking on links.

Amazon is proceeding under the assumption that the preliminary hearing has been suspended until the full filing fee has been paid in accordance with AAA rules. Thank you.

Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004
Tel: (425) 646-6189 | Fax: (425) 646-6199
Email: robertmiller@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Washington, D.C.

From: AAA Barbara Cook <barbaracook@adr.org>
Sent: Friday, October 05, 2018 10:45 AM
To: 'CJ Rosenbaum' <cjr@amazonsellerslawyer.com>; Arbitration Team
(Arbitrationteam@amazonsellerslawyer.com) <Arbitrationteam@amazonsellerslawyer.com>; Goldmark, John
<JohnGoldmark@dwt.com>; Miller, Robert <RobertMiller@dwt.com>; Joy, Kathryn
<KathrynJoy@dwt.com>
Subject: Core Connect Computers v. Amazon Services, LLC 01 15 0002 2897 : for Preliminary hearing Monday

Dear Parties:

The following is from the Arbitrator today in advance of the Preliminary hearing on Monday at 12 p m. ET.

Arbitrator Turitz requests that, if you have not already done so, counsel meet and confer on length of and potential dates for the hearing, and dates by which the parties can exchange documents. She also requests that you confirm with your clients dates that they are not available for hearing. Thank you for your cooperation.

Gilda R. Turitz, Esq.



AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave. Suite 211N, Johnston, RI 02919

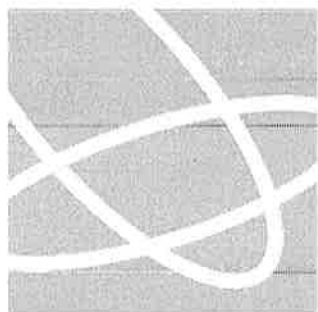
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Northeast Case Management Center

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Rosenbaum Famularo, P.C.

AmazonSellersLawyer.com

CJ Rosenbaum, Esq. | Attorney at Law

100 West Park Avenue, Suite 310, Long Beach, New York 11561

Phone: 212-256-1109 | Toll Free: 1-877-9-SELLER

Skype/ WeChat: amazonsellerslawyer

CJR@AmazonSellersLawyer.com

www.AmazonSellersLawyer.com

EXHIBIT I

From: AAA Julie Collins <JulieCollins@adr.org>
Sent: Wednesday, November 07, 2018 4:38 PM
To: Li, Xiang; AAA Julie Collins; Arbitration Team; Goldmark, John
Cc: Cory Rosenbaum; Joy, Kathryn; Robbins, Ben
Subject: RE: Anita M. Kelley v. Amazon Digital Services, Inc. - Case 01-18-0003-3695

[EXTERNAL]

The issue is being reviewed by our upper management and we hope to have an answer to the parties this week.

Julie Collins



AAA Julie Collins
Manager of ADR Services

American Arbitration Association

T: 559 408 5713 F: 855 433 3046 E: JulieCollins@adr.org
45 E River Park Place W, Suite 308, Fresno, CA 93720
[adr.org](mailto:JulieCollins@adr.org) | icdr.org | aaamediation.org

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From: Li, Xiang <XiangLi@dwt.com>
Sent: Wednesday, November 07, 2018 4:36 PM
To: AAA Julie Collins <JulieCollins@adr.org>; Arbitration Team <arbitrationteam@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>
Cc: Cory Rosenbaum <cjr@amazonsellerslawyer.com>; Joy, Kathryn <KathrynJoy@dwt.com>; Robbins, Ben <BenRobbins@dwt.com>
Subject: RE: Anita M. Kelley v. Amazon Digital Services, Inc. - Case 01-18-0003-3695

This email originated outside of the American Arbitration Association. Use caution before opening attachments and/or clicking on links.

Ms. Collins,

I hope you are well. I don't believe we've received a response to our October 25 email below. When you get a chance, could you please confirm that the AAA will apply its rules and collect the appropriate filing fee in light of Claimant counsel's clarification that they intend to seek both monetary and non-monetary relief?

Thank you,
Xiang

Xiang Li | Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200 | Seattle, WA 98101
Tel: (206) 757-8364 | Fax: (206) 757-7700
Email: xiangli@dwt.com | Website: www.dwt.com

From: AAA Julie Collins [<mailto:JulieCollins@adr.org>]

Sent: Thursday, November 01, 2018 1:32 PM

To: Arbitration Team <arbitrationteam@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>

Cc: Cory Rosenbaum <cjr@amazonsellerslawyer.com>; Li, Xiang <XiangLi@dwt.com>; AAA Julie Collins <JulieCollins@adr.org>; Joy, Kathryn <KathrynJoy@dwt.com>

Subject: RE: Anita M. Kelley v. Amazon Digital Services, Inc. - Case 01-18-0003-3695

[EXTERNAL]

We are in the process of inviting the arbitrator and hope to have additional information to the parties by Monday.

Julie Collins



AAA Julie Collins
Manager of ADR Services

American Arbitration Association

T: 559 408 5713 F: 855 433 3046 E: JulieCollins@adr.org
45 E River Park Place W, Suite 308, Fresno, CA 93720
adr.org | icdr.org | aaamediation.org

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From: Arbitration Team <arbitrationteam@amazonsellerslawyer.com>

Sent: Thursday, November 01, 2018 7:10 AM

To: Goldmark, John <JohnGoldmark@dwt.com>

Cc: Cory Rosenbaum <cjr@amazonsellerslawyer.com>; Li, Xiang <XiangLi@dwt.com>; AAA Julie Collins <JulieCollins@adr.org>; Joy, Kathryn <KathrynJoy@dwt.com>

Subject: Re: Anita M. Kelley v. Amazon Digital Services, Inc. - Case 01-18-0003-3695

This email originated outside of the American Arbitration Association. Use caution before opening attachments and/or clicking on links.

Ms. Collins,

Hope all is well. We are writing to confirm our client's claims and relief sought remain as confirmed by the AAA in your emails from both October 9th, and 19th.

When you are able, please advise the status of the Arbitrator appointment process / scheduling of the preliminary conference.

Thank you.

Best,

Rob



Rob Segall
Five Penn Plaza, 23rd Floor, New York, New York 10001
Phone: 212-256-1109 | Toll Free: 1-877-9-SELLER
Skype/ WeChat: AmazonSellersLawyer
Rob@AmazonSellersLawyer.com
www.AmazonSellersLawyer.com

On Oct 25, 2018, at 1:02 AM, Goldmark, John <JohnGoldmark@dwt.com> wrote:

CJ, as you can see from the below, Ms. Collins is the one who started this email string and included jbarton@rodey.com, SGallegos@rodey.com, and anitakelley27@gmail.com (we assume because they were identified as contacts for claimant). You should raise your concerns and questions with Ms. Collins, not my colleague who was simply responding to the thread.

Ms. Collins, CJ's below response confirms that claimant continues to seek non-monetary relief—and **not** "solely monetary relief" as you thought. We therefore reiterate our request (set forth in the attached email) that the AAA enforce its rules and require the appropriate filing fee for claims seeking both monetary and non-monetary relief like this one. There's no principled basis for the AAA to ignore its rules, to which the parties agreed and incorporated into their arbitration agreement. Thank you.

Best, John

John Goldmark | Davis Wright Tremaine
Tel: (206) 757-8068 | Email: johngoldmark@dwt.com

From: CJ Rosenbaum [<mailto:cjr@amazonsellerslawyer.com>]
Sent: Wednesday, October 24, 2018 6:49 AM
To: Li, Xiang
Cc: AAA Julie Collins; arbitrationteam@amazonsellerslawyer.com; Goldmark, John; Joy, Kathryn
Subject: Re: Anita M. Kelley v. Amazon Digital Services, Inc. - Case 01-18-0003-3695

[EXTERNAL]

Ms. Li,

First, I removed our client and the rodey.com emails.

- Our client: Please make sure that you never again communicate with our client or other clients again.
- Rodey.com emails - I do not know who they are. Can you please enlighten me.

Second, our Demand for Arbitration and the relief sought within it remains the same.

CJR

On Tue, Oct 23, 2018 at 2:47 PM, Li, Xiang <XiangLi@dwt.com> wrote:

Based on the below statement by Claimant, as clarified and confirmed by the AAA, Amazon understands that Claimant has now narrowed its demand to seek "solely monetary relief" and no longer seeks non-monetary in this arbitration. If Amazon is mistaken or misunderstands Claimant's position as clarified by the AAA, please state so immediately. Otherwise, Amazon

trusts that Claimant will neither seek nor ask the arbitrator to order reinstatement (non-monetary relief) at the hearing. Thank you.

Xiang Li | Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200 | Seattle, WA 98101
Tel: (206) 757-8364 | Fax: (206) 757-7700
Email: xiangli@dwf.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Washington, D.C.

From: AAA Julie Collins [<mailto:JulieCollins@adr.org>]

Sent: Friday, October 19, 2018 3:14 PM

To: Li, Xiang; AAA Julie

Collins; arbitrationteam@amazonsellerslawyer.com; anitakelley27@gmail.com; cjr@amazonsellerslawyer.com; Goldmark, John; Joy, Kathryn

Cc: jburtan@rodey.com; SGallegos@rodey.com

Subject: RE: Anita M. Kelley v. Amazon Digital Services, Inc. - Case 01-18-0003-3695

[EXTERNAL]

The claim in this case was confirmed by Rob Segall (email of October 9, 2018) as the following:

Ms. Collins,

Thank you for your email. Writing to confirm the amount of our client's claim is as follows:

- Reinstatement of Anita M. Kelley, Kindle Direct Publishing Account;
- Reimbursement of withheld funds from royalties and bonuses;
- Damages as a result of the improper account suspension; and
- Costs and attorney's fees.

Please note that claimant is solely requesting monetary relief. If the relief requested above is not granted, our client will suffer costs in an amount not to exceed \$74,999.99.

Please confirm that the case will proceed as anticipated pursuant to the expedited commercial arbitration fee schedule for monetary claims less than \$75,000.00.

Based on the confirmation of the claim as solely monetary and under \$75000.00, the proper filing fee has been paid.

As noted in my email, should this matter start to proceed as a regular track case, AAA or the arbitrator may take it out of expedited. Please note this decision is specific to the circumstances of this case as the claim currently stands – a confirmed, solely monetary claim of under \$75000.00.

In other words, as this case plays out, it is possible that additional filing fees or arbitrator compensation will be required by changed circumstances of the case/amount of the claim.

I hope this addresses your issues.

Julie Collins

<image001.png>

AAA Julie Collins
Manager of ADR Services

American Arbitration Association

T: 559 408 5713 F: 855 433 3046 E: JulieCollins@adr.org
[45 E River Park Place W. Suite 308](mailto:JulieCollins@adr.org), Fresno, CA 93720
adr.org | icdr.org | aaamediation.org

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From: Li, Xiang <XiangLi@dwt.com>

Sent: Friday, October 19, 2018 2:13 PM

To: AAA Julie Collins

<JulieCollins@adr.org>; arbitrationteam@amazonsellerslawyer.com; anitakelley27@gmail.com; cjr@amazonsellerslawyer.com; Goldmark, John <JohnGoldmark@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>

Cc: jbarton@rodey.com; SGallegos@rodey.com

Subject: RE: Anita M. Kelley v. Amazon Digital Services, Inc. - Case 01-18-0003-3695

This email originated outside of the American Arbitration Association. Use caution before opening attachments and/or clicking on links.

Ms. Collins,

Thank you for the update, though it does not appear that the AAA addressed the issues raised in my colleague's email from October 9 (attached here for quick reference). For example, the email references the administrative fee schedule, which specifically requires that "The non-monetary filing fee is the minimum filing fee for any case requesting non-monetary relief. Where a party seeks both monetary damages and non-monetary relief, the higher of the two filing fees will apply."

Could you please review the issues raised in the attached email and let us know the AAA's response?

Thanks,
Xiang

Xiang Li | Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200 | Seattle, WA 98101
Tel: (206) 757-8364 | Fax: (206) 757-7700
Email: xiangli@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Washington, D.C.

From: AAA Julie Collins [<mailto:JulieCollins@adr.org>]

Sent: Thursday, October 18, 2018 11:35 AM

To: arbitrationteam@amazonsellerslawyer.com; anitakelley27@gmail.com; cjr@amazonsellerslawyer.com; Goldmark, John; Li, Xiang; Joy, Kathryn

Cc: AAA Julie Collins; jbarton@rodey.com; SGallegos@rodey.com

Subject: Anita M. Kelley v. Amazon Digital Services, Inc. - Case 01-18-0003-3695

[EXTERNAL]

This will confirm receipt of claimant's clarification of their claim as under \$75000.00 and respondent's objection that a non-monetary filing fee should apply.

The AAA prescribes administrative fees to compensate it for the cost of providing administrative services. In instances where a non-monetary claim is requested, we will request further information from the filing party to determine if there is a monetary value to the non-monetary component. In other words, can the non-monetary component be pled in an alternative monetary value. If so, we will apply the filing fee associated with the total monetary claim. The goal is to assess a filing fee most in line with the administrative requirements of a case. In cases where a party has stated that the non-monetary component is under \$75,000.00 (which places the case under the expedited procedures), should the parties set multiple days of hearing or multiple conference calls, then we reserve the right to determine the case properly belongs in the regular track procedures (Rule 1b, E2 and E8) and may adjust the filing fee accordingly.

Thank you,

Julie Collins

<image001.png>

AAA Julie Collins
Manager of ADR Services

American Arbitration Association

T: 559 408 5713 F: 855 433 3046 E: JulieCollins@adr.org
45 E River Park Place W, Suite 308, Fresno, CA 93720
adr.org | icdr.org | aaamediation.org

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--

<image002.png>

CJ Rosenbaum, Esq. | Attorney at Law
100 West Park Avenue, Suite 310, Long Beach, New York 11561
Phone: 212-256-1109 | Toll Free: 1-877-9-SELLER
Skype/ WeChat: amazonsellerslawyer
CJR@AmazonSellersLawyer.com
www.AmazonSellersLawyer.com
<Mail Attachment.eml>

EXHIBIT J

From: AAA Julie Collins <JulieCollins@adr.org>
Sent: Friday, November 09, 2018 2:18 PM
To: arbitrationteam@amazonsellerslawyer.com; cjr@amazonsellerslawyer.com; Goldmark, John; Li, Xiang; Joy, Kathryn
Cc: AAA Julie Collins
Subject: Anita M. Kelley v. Amazon Digital Services, Inc. - Case 01-18-0003-3695

[EXTERNAL]

Dear Counsel:

In accordance with the Administrative Fee Schedules of the Commercial Arbitration Rules and Mediation Procedures, a \$3500.00 filing fee is applied to non-monetary claims. Where the party seeks both monetary and non-monetary relief, the higher of the two filing fees will apply. Inasmuch as claimant is seeking reinstatement (specific performance), in addition to damages of \$74,999.99 if the reinstatement is not granted, the higher of the two filing fees will apply. Claimant shall have 7 days to pay the increased filing fee or to amend their filing, copying all case participants. Only claims that have been properly filed will be presented to the arbitrator for consideration. Pursuant to Rule R-4(i), if the deficiencies are not cured within 7 days, the filing may be returned to the initiating party.

Please advise how you wish to proceed. If you require an invoice, please let me know.

Thank you,

Julie Collins

Logo
AAA Julie Collins
Manager of ADR Services
American Arbitration Association

T: 559 408 5713 F: 855 433 3046 E: <mailto:JulieCollins@adr.org> JulieCollins@adr.org
45 E River Park Place W, Suite 308, Fresno, CA 93720

<<https://protect-us.mimecast.com/s/8P71Cwpk7XHymQ14FqUuR5?domain=adr.org>> adr.org | <<https://protect-us.mimecast.com/s/e0htCyPm2ZtLwWMQSR6Tnr?domain=icdr.org>> icdr.org | <<https://protect-us.mimecast.com/s/TtGOCADmKBCEXoWPsMRfd2?domain=aaamediation.org>> aaamediation.org

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EXHIBIT K

From: Miller, Robert
Sent: Friday, November 09, 2018 4:00 PM
To: barbaracook@adr.org
Cc: CJR Rosenbaum (cjr@amazonsellerslawyer.com); Rob Segall (rob@amazonsellerslawyer.com); arbitrationteam@amazonsellerslawyer.com; Goldmark, John; Joy, Kathryn
Subject: Alvo International, Inc. v. Amazon Services, LLC - No. 01-18-0004-0279
Attachments: RE: Anita M. Kelley v. Amazon Digital Services, Inc. - Case 01-18-0003-3695; Anita M. Kelley v. Amazon Digital Services, Inc. - Case 01-18-0003-3695

Ms. Cook,

I am writing to confirm that AAA will collect full payment of the \$3,500 filing fee and the \$2,750 final fee, as AAA's upper management has recently confirmed is required in cases like this one.

The attached emails are from *Kelley v. Amazon Digital Services*, which is another case brought by counsel for Claimant in this case. In that case, the claimant similarly sought reinstatement of an account while seeking monetary relief of up to \$75,000. Ms. Williams alerted the parties that the issue of the correct fee "is being reviewed by our upper management." After that, Ms. Williams confirmed as follows:

In accordance with the Administrative Fee Schedules of the Commercial Arbitration Rules and Mediation Procedures, a \$3500.00 filing fee is applied to non-monetary claims. Where the party seeks both monetary and non-monetary relief, the higher of the two filing fees will apply. Inasmuch as claimant is seeking reinstatement (specific performance), in addition to damages of \$74,999.99 if the reinstatement is not granted, the higher of the two filing fees will apply. Claimant shall have 7 days to pay the increased filing fee or to amend their filing, copying all case participants. Only claims that have been properly filed will be presented to the arbitrator for consideration. Pursuant to Rule R-4(i), if the deficiencies are not cured within 7 days, the filing may be returned to the initiating party.

AAA's upper management has therefore resolved this issue and confirmed AAA's rules must apply as written. The full filing fee for nonmonetary claims will apply to claims seeking reinstatement of an account, regardless of whether Claimant provides an alleged monetary value for nonmonetary relief.

Please confirm AAA will collect the full filing fee. We also note that AAA's fee schedule provides that the final fee "is payable in advance at the time the first hearing is scheduled." As a result, please confirm AAA will collect the full final fee \$2,750 at the time of the preliminary hearing call, assuming the evidentiary hearing is scheduled at that time.

Thank you for your attention to this matter.

Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004
Tel: (425) 646-6189 | Fax: (425) 646-6199
Email: robertmiller@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Washington, D.C.

EXHIBIT L

From: Miller, Robert
Sent: Monday, November 05, 2018 10:04 PM
To: AAA Barbara Cook; Goldmark, John; Joy, Kathryn
Cc: CJR Rosenbaum (cjr@amazonsellerslawyer.com);
'Arbitrationteam@amazonsellerslawyer.com'
Subject: RE: Availability Needed - Mark Reith v. Amazon Digital Services, LLC - 01-18-0003-2337
Attachments: RE: Mark Reith v. Amazon Digital Services, LLC - Case 01-18-0003-2337; RE: Notice of Appointment & Disclosure - Mark Reith v. Amazon Digital Services, LLC - 01-18-0003-2337; COM1002415 2018 DS - 26151254 - 1 Total Tan vs Amazon.pdf

Ms. Cook,

We ask that AAA first confirm Claimant has paid the full filing fee before scheduling a preliminary hearing call. On October 3, we emailed to notify you that the filing fee paid by Claimant was deficient (attached). On October 18, we again raised the issue of the filing fee paid in this case (attached). We have received no response from AAA.

As you know, AAA's fee schedule requires a filing fee of \$3,500 for any claim that seeks nonmonetary relief. In the demand in this case, Claimant in fact seeks no monetary relief, instead requesting various forms of injunctive/nonmonetary relief (in addition to the cost of suit, which is not a stand-alone request for monetary relief).

Relief Sought:

- That Amazon make a final determination regarding this matter and prevent future complaints;
- That Amazon improves procedures to prevent baseless intellectual property complaints based on pure distribution issues for authentic products;
- That Amazon improve procedures for copyright complaints so that sellers who have not created or added to an ASIN are not held accountable since Amazon policy prohibits duplicate ASINs and so requires Sellers to join pre-existing listings;
- Costs and attorney's fees.

Claimant's demand also states the "amount in dispute" does not exceed \$75,000 (which is clear in any case given Claimant seeks no damages), apparently to ensure application of the expedited procedures, but the higher filing fee applies regardless of whether the expedited procedures apply.

Based on this, please confirm AAA will require payment of the full \$3,500 filing fee before scheduling the preliminary hearing call.

Thank you.

Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004
Tel: (425) 646-6189 | Fax: (425) 646-6199
Email: robertmiller@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Washington, D.C.

From: AAA Barbara Cook <barbaracook@adr.org>
Sent: Monday, November 05, 2018 12:22 PM
To: Miller, Robert <RobertMiller@dwt.com>; Goldmark, John <JohnGoldmark@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>

Cc: CJR Rosenbaum (cjr@amazonsellerslawyer.com) <cjr@amazonsellerslawyer.com>;
'Arbitrationteam@amazonsellerslawyer.com' <Arbitrationteam@amazonsellerslawyer.com>
Subject: FW: Availability Needed - Mark Reith v. Amazon Digital Services, LLC - 01-18-0003-2337

[EXTERNAL]

Dear Mr. Miller:

Currently Claimant and the arbitrator are available Wednesday after 3:00 pm ET and Thursday after 4:00 pm ET. Please let us know if you have availability during these dates and times. The arbitrator has a mediation on Friday but told us that may be canceled. He will let us know tomorrow if Friday will also work. Please reply back as soon as possible.

Sincerely,

Ryan Brain, on behalf of:



AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919

T: 401 431 4774 F: 866 644 0234

adr.org | icdr.org | aaamediation.org

Yvonne L. Baglini, Director

Northeast Case Management Center

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From: CJ Rosenbaum <cjr@amazonsellerslawyer.com>

Sent: Saturday, November 3, 2018 12:45 AM

To: AAA Barbara Cook <barbaracook@adr.org>

Cc: Rob Segall <rob@amazonsellerslawyer.com>; Miller, Robert (RobertMiller@dwt.com) <RobertMiller@dwt.com>;
johnsgoldmark@dwt.com; Joy, Kathryn (KathrynJoy@dwt.com) <KathrynJoy@dwt.com>

Subject: Re: Availability Needed - Mark Reith v. Amazon Digital Services, LLC - 01-18-0003-2337

This email originated outside of the American Arbitration Association. Use caution before opening attachments and/or clicking on links.

I believe that Rob or I can be available each day, earlier in the week is preferable.

CJ

On Fri, Nov 2, 2018 at 4:59 PM, AAA Barbara Cook <barbaracook@adr.org> wrote:

Dear Counsel:

Please provide us with your availability for next week. We are asking the arbitrator to do the same.

Sincerely,

Ryan Brain, on behalf of:



AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919

T: 401 431 4774 F: 866 644 0234

adr.org | icdr.org | aaamediation.org

Yvonne L. Baglini, Director

Northeast Case Management Center

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From: Rob Segall <rob@amazonsellerslawyer.com>

Sent: Thursday, November 1, 2018 9:42 AM

To: AAA Barbara Cook <barbaracook@adr.org>

Cc: Cory Rosenbaum <cjr@amazonsellerslawyer.com>; Miller, Robert (RobertMiller@dwt.com)

<RobertMiller@dwt.com>; johngoldmark@dwt.com; Joy, Kathryn (KathrynJoy@dwt.com) <KathrynJoy@dwt.com>

Subject: Re: Availability Needed - Mark Reith v. Amazon Digital Services, LLC - 01-18-0003-2337

This email originated outside of the American Arbitration Association. Use caution before opening attachments and/or clicking on links.

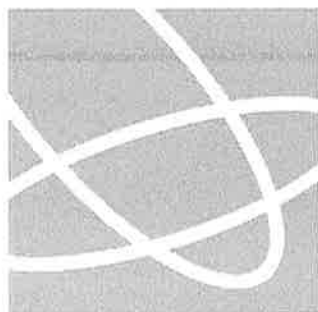
Mr. Brain / Ms. Cook,

Apologies for not responding sooner.

Please provide new dates for the PC as soon as you are able.

Best,

Rob



Rosenbaum Famularo, P.C.

AmazonSellersLawyer.com

Rob Segall | Associate

100 W Park Avenue, Suite 310

Long Beach, New York 11561

Phone: 212-256-1109 | **Toll Free:** 1-877-9-SELLER

Skype/ WeChat: AmazonSellersLawyer

Rob@AmazonSellersLawyer.com

www.AmazonSellersLawyer.com

On Oct 29, 2018, at 1:56 PM, AAA Barbara Cook <barbaracook@adr.org> wrote:

Dear Counsel:

Please let us know if you have availability tomorrow for the preliminary call between 10:30 a.m. to 4:00 p.m. (Eastern). Please reply back as soon as possible.

Sincerely,

Ryan Brain, on behalf of:

<imaged8d96e.PNG>

AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave. Suite 211N, Johnston, RI 02919

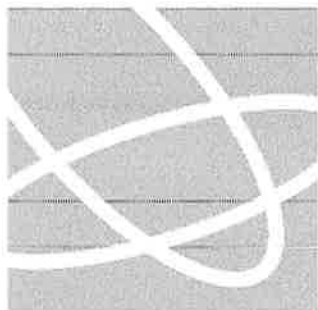
T: 401 431 4774 F: 866 644 0234

adr.org | icdr.org | aaamediation.org

Yvonne L. Baglini, Director

Northeast Case Management Center

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**Rosenbaum
Famularo, P.C.**
AmazonSellersLawyer.com

CJ Rosenbaum, Esq. | Attorney at Law
100 West Park Avenue, Suite 310, Long Beach, New York 11561
Phone: 212-256-1109 | **Toll Free:** 1-877-9-SELLER
Skype/ WeChat: amazonsellerslawyer
CJR@AmazonSellersLawyer.com
www.AmazonSellersLawyer.com

EXHIBIT M

From: Miller, Robert
Sent: Thursday, August 16, 2018 3:58 PM
To: 'AAA Barbara Cook'; 'CJR Rosenbaum (cjr@amazonsellerslawyer.com)'; 'Arbitrationteam@amazonsellerslawyer.com'; Goldmark, John
Subject: RE: Award of Arbitrator - BrandRack v. Amazon - 01-18-0001-5567

Thank, Ms. Cook. Given that Claimant has not yet paid the final fee that was required before the hearing was to occur, it appears Claimant has not paid more than half of the administrative fees/compensation. If and when Claimant pays the remaining fees due, Amazon will reimburse \$775 as laid out in the arbitrator's award. Thank you.

Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004
Tel: (425) 646-6189 | Fax: (425) 646-6199
Email: robertmiller@dw.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Shanghai | Washington, D.C.

From: AAA Barbara Cook [<mailto:barbaracook@adr.org>]
Sent: Thursday, August 16, 2018 11:56 AM
To: Miller, Robert; CJR Rosenbaum (cjr@amazonsellerslawyer.com); 'Arbitrationteam@amazonsellerslawyer.com'; Goldmark, John
Subject: RE: Award of Arbitrator - BrandRack v. Amazon - 01-18-0001-5567

Dear Mr. Miller:

Each party paid \$600 for arbitrator compensation. In total, the arbitrator received \$1,200.

Claimant paid a filing fee of \$750 and owes \$800 for the final fee. In total, the administrative fees come to \$1,550

I have also attached the financial statements for both parties. If you have any follow up questions, feel free to contact us.

Sincerely,

Ryan Brain, on behalf of:



AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919
T: 401 431 4774 F: 866 644 0234
adr.org | icdr.org | aaamediation.org

Yvonne L. Baglini, Director
Northeast Case Management Center

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From: Miller, Robert <RobertMiller@dwt.com>
Sent: Thursday, August 16, 2018 1:42 PM
To: AAA Barbara Cook <barbaracook@adr.org>; CJR Rosenbaum (cjr@amazonsellerslawyer.com) <cjr@amazonsellerslawyer.com>; 'Arbitrationteam@amazonsellerslawyer.com' <Arbitrationteam@amazonsellerslawyer.com>; Goldmark, John <JohnGoldmark@dwt.com>
Subject: RE: Award of Arbitrator - BrandRack v. Amazon - 01-18-0001-5567

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Ms. Cook – Can you provide a breakdown of all administrative fees and arbitrator compensation charges, along with what each party has paid? Thanks.

Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004
Tel: (425) 646-6189 | Fax: (425) 646-6199
Email: robertmiller@dwt.com | Website: www.dwt.com

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From: AAA Barbara Cook [<mailto:barbaracook@adr.org>]
Sent: Thursday, August 16, 2018 9:38 AM
To: CJR Rosenbaum (cjr@amazonsellerslawyer.com); 'Arbitrationteam@amazonsellerslawyer.com'; Miller, Robert; Goldmark, John
Subject: Award of Arbitrator - BrandRack v. Amazon - 01-18-0001-5567

Dear Counsel:

By direction of the Arbitrator, we herewith transmit to you the duly executed Award in the above matter. This serves as a reminder that there is to be no direct communication with the Arbitrator. All communication shall be directed to the Association.

In the normal course of our administration, the AAA may maintain certain documents in our electronic records system. Such electronic records are not routinely destroyed and do not constitute a complete case file. Other than certain types of electronic case documents that the AAA maintains indefinitely, electronic case documents will be destroyed 3 months after the date of this letter.

We appreciate your selection of the AAA as your alternative dispute resolution provider in this matter. As always, please do not hesitate to contact us if you have any questions.

Sincerely,

Ryan Brain, on behalf of:



AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919
T: 401 431 4774 F: 866 644 0234
adr.org | icdr.org | aaamediation.org

Yvonne L. Baglini, Director
Northeast Case Management Center

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EXHIBIT N

From: CJR Rosenbaum <cjr@amazonsellerslawyer.com>
Sent: Saturday, November 04, 2017 5:19 AM
To: Miller, Robert
Cc: AAA Barbara Cook; Goldmark, John; arbitrationteam@amazonsellerslawyer.com
Subject: Re: Noubie - Opposition to Venue Venue Change

Barbara,

The positions are clear:

1. Claimant - Amazon's request is untimely and must be denied.
2. Amazon - Their request is timely.

Please let us know the AAA's decision.

Thank you

CJR

On Tue, Oct 31, 2017 at 10:41 AM, Miller, Robert <RobertMiller@dwt.com> wrote:

Ms. Cook,

Pursuant to R-11, disputes regarding locale "must be submitted to the AAA and all other parties within 14 calendar days from the date of the AAA's initiation of the case or the date established by the AAA." In this case, the AAA did not establish a date for locale disputes, but AAA provided the attached letter initiating the case with a date of September 5, 2017. This was the first correspondence sent by AAA to the parties, and the "initiation" of the case therefore could not have occurred earlier for the purpose of establishing any deadline. Amazon submitted its objection to the hearing locale on September 19, 2017, which is within 14 calendar days of the date of the AAA's case initiation letter (see attached). Amazon also notes that AAA did not serve Amazon with the case initiation letter until September 11, 2017. A fair and reasonable interpretation of the rules would require that AAA allow Amazon 14 days from that time to submit an objection to the hearing locale. Regardless, Amazon's objection was timely in this case because it was submitted within 14 days of the date of the AAA's letter.

Amazon requests that AAA decide the locale dispute and fix the locale of this arbitration as Seattle, Washington, which has a far stronger connection to the case than any other location.

Thank you for your consideration.

Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004

From: CJR Rosenbaum [<mailto:cjr@amazonsellerslawyer.com>]

Sent: Tuesday, October 31, 2017 6:35 AM

To: AAA Barbara Cook; Goldmark, John; Miller, Robert

Subject: Noubie - Opposition to Venue Venue Change

Dear Ms. Cook;

As set forth in the attached, please administratively deny Amazon's request for a venue change in this case as said demand was untimely pursuant to Rule R-11.

There is no provisions in the rules for any venue change after the 14 day period expired.

Thank you.

CJ

--



CJ Rosenbaum, Esq. | Attorney at Law

Five Penn Plaza, 23rd Floor, New York, New York 10001

Phone: 212-256-1109 | Toll Free: 1-877-9-SELLER

Skype/ WeChat: amazonsellerslawyer

CJ@AmazonSellersLawyer.com

www.AmazonSellersLawyer.com

----- Forwarded message -----

From: "Miller, Robert" <RobertMiller@dwt.com>

To: AAA Barbara Cook <barbaracook@adr.org>

Cc: "arbitrationteam@amazonsellerslawyer.com" <arbitrationteam@amazonsellerslawyer.com>, "Goldmark, John" <JohnGoldmark@dwt.com>

Bcc:

Date: Tue, 19 Sep 2017 20:39:56 +0000

Subject: RE: Noubie Distribution vs. Amazon - AAA case no. 01-17-0005-2118

Ms. Cook,

Please see attached correspondence. Thank you.

Robert E. Miller | Davis Wright Tremaine LLP

777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004

Tel: (425) 646-6189 | Fax: (425) 646-6199

Email: robertmiller@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Shanghai | Washington, D.C.

From: AAA Barbara Cook [mailto:barbaracook@adr.org]

Sent: Friday, September 15, 2017 1:58 PM

To: Miller, Robert

Cc: arbitrationteam@amazonsellerslawyer.com; Goldmark, John

Subject: RE: Noubie Distribution vs. Amazon - AAA case no. 01-17-0005-2118

Dear Mr. Miller:

This will confirm receipt of your email. We have added you and Mr. Goldmark to the case file.

Sincerely,

Ryan Brain, on behalf of:



AAA Barbara Cook
Manager of ADR Services

American Arbitration Association
1301 Atwood Ave, Suite 211N, Johnston, RI 02919

T: [401 431 4774](tel:4014314774) F: [866 644 0234](tel:8666440234)

www.adr.org

Yvonne L. Baglini, Director
Northeast Case Management Center

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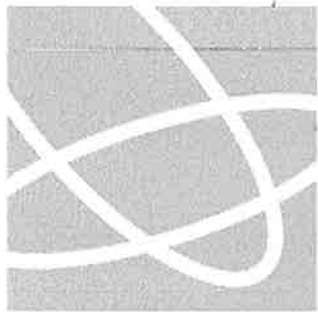
From: Miller, Robert [<mailto:RobertMiller@dwt.com>]
Sent: Friday, September 15, 2017 4:16 PM
To: AAA Barbara Cook
Cc: arbitrationteam@amazonsellerslawyer.com; Goldmark, John
Subject: Noubie Distribution vs. Amazon - AAA case no. 01-17-0005-2118

Ms. Cook,

My firm has been retained to represent Amazon in response to the attached arbitration demand. Please consider this our notice of appearance on behalf of Amazon, and our request for case access. Please include myself and John Goldmark (johngoldmark@dwt.com) as the contacts for Amazon. Let me know if we should contact someone else. Thank you.

Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004
Tel: (425) 646-6189 | Fax: (425) 646-6199
Email: robertmiller@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Shanghai | Washington, D.C.



**Rosenbaum
Famularo, P.C.**
AmazonSellersLawyer.com

CJ Rosenbaum, Esq. | Attorney at Law
Five Penn Plaza, 23rd Floor, New York, New York 10001
Phone: 212-256-1109 | **Toll Free:** 1-877-9-SELLER
Skype/ WeChat: amazonsellerslawyer
CJ@AmazonSellersLawyer.com
www.AmazonSellersLawyer.com

EXHIBIT O

From: AAA Barbara Cook <barbaracook@adr.org>
Sent: Friday, November 17, 2017 9:14 AM
To: Miller, Robert; Arbitrationteam@amazonsellerslawyer.com; CJR Rosenbaum (cjr@amazonsellerslawyer.com); Goldmark, John
Subject: RE: Initial Locale Determination - Noubie Distribution V. Amazon Services, LLC - 01-17-0005-2118

Dear Parties:

The AAA considered Amazon's objections in our decision and the comments were deemed timely.

Please be advised that the arbitrator shall make the final determination on the locale once appointed. This should be the very first issue brought up at the preliminary hearing.

Sincerely,

Barbara



AAA Barbara Cook
Manager of ADR Services

American Arbitration Association
1301 Atwood Ave, Suite 211N, Johnston, RI 02919
T: 401 431 4774 F: 866 644 0234
www.adr.org

Yvonne L. Baglini, Director
Northeast Case Management Center

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From: Miller, Robert [mailto:RobertMiller@dwt.com]
Sent: Thursday, November 16, 2017 10:32 AM
To: AAA Barbara Cook; Arbitrationteam@amazonsellerslawyer.com; CJR Rosenbaum (cjr@amazonsellerslawyer.com); Goldmark, John
Subject: RE: Initial Locale Determination - Noubie Distribution V. Amazon Services, LLC - 01-17-0005-2118

Mr. Brain,

Please confirm whether Amazon's objection to the hearing locale was considered timely by AAA. As Claimant provided no substantive response to Amazon's position, I assume AAA determined Amazon's objection was untimely. If that is the case, please explain the basis for AAA's conclusion that the objection was untimely. We need to know whether AAA disagrees with our interpretation of the rule allowing objections to locale within 14 days of case initiation.

Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004
Tel: (425) 646-6189 | Fax: (425) 646-6199
Email: robertmiller@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Shanghai | Washington, D.C.

From: Miller, Robert
Sent: Friday, November 10, 2017 2:06 PM
To: 'AAA Barbara Cook'; Arbitrationteam@amazonsellerslawyer.com; CJR Rosenbaum (cjr@amazonsellerslawyer.com); Goldmark, John
Subject: RE: Initial Locale Determination - Noubie Distribution V. Amazon Services, LLC - 01-17-0005-2118

Please confirm whether AAA considered Amazon's objection to the hearing locale as timely.

Robert E. Miller | Davis Wright Tremaine LLP
777 108th Avenue NE, Suite 2300 | Bellevue, WA 98004
Tel: (425) 646-6189 | Fax: (425) 646-6199
Email: robertmiller@dwt.com | Website: www.dwt.com

Anchorage | Bellevue | Los Angeles | New York | Portland | San Francisco | Seattle | Shanghai | Washington, D.C.

From: AAA Barbara Cook [<mailto:barbaracook@adr.org>]
Sent: Friday, November 10, 2017 8:04 AM
To: Arbitrationteam@amazonsellerslawyer.com; CJR Rosenbaum (cjr@amazonsellerslawyer.com); Miller, Robert; Goldmark, John
Subject: Initial Locale Determination - Noubie Distribution V. Amazon Services, LLC - 01-17-0005-2118

Case Number: 01-17-0005-2118

Noubie Distribution
-vs-
Amazon Services, LLC

Dear Parties:

After careful consideration of the parties' contentions, the AAA has determined the hearing locale of this matter shall be New York, NY.

The arbitrator, once appointed, shall make the final determination regarding the hearing locale.

As a reminder, hearings do not need to be held in person, and can be conducted telephonically, by video conference, or by the submission of documents alone.

Sincerely,

Ryan Brain, on behalf of:



AAA Barbara Cook
Manager of ADR Services

American Arbitration Association
1301 Atwood Ave, Suite 211N, Johnston, RI 02919
T: 401 431 4774 F: 866 644 0234
www.adr.org

Yvonne L. Baglini, Director
Northeast Case Management Center

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EXHIBIT P

From: AAA Barbara Cook <barbaracook@adr.org>
Sent: Thursday, October 25, 2018 7:29 AM
To: Goldmark, John; cjr@amazonsellerslawyer.com; Li, Xiang; Joy, Kathryn
Subject: RE: DDCO Publishing, LLC v. Amazon Digital Services, LLC - Case 01-18-0003-3239
Attachments: DDCO v Amazon letter.rtf

[EXTERNAL]

Dear Parties:

My apologies . The attached letter should have gone out in advance of the resumes that were presented to the parties for this matter. My letter was in my drafts.

Thank you Mr. Goldmark for pointing this out as I cannot see that the decision made its way to the parties. Sorry for any confusion.

Please see the attached for your files. Again, this is an initial decision by the AAA and can certainly be addressed with the arbitrator once appointed.

Thanks

Barbara

Logo
AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919

T: 401 431 4774 F: 866 644 0234

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Yvonne L. Baglini, Director
Northeast Case Management Center

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From: Goldmark, John <JohnGoldmark@dwt.com>
Sent: Thursday, October 25, 2018 1:10 AM
To: AAA Barbara Cook <barbaracook@adr.org>; cjr@amazonsellerslawyer.com; Li, Xiang <XiangLi@dwt.com>; Joy, Kathryn <KathrynJoy@dwt.com>
Subject: RE: DDCO Publishing, LLC v. Amazon Digital Services, LLC - Case 01-18-0003-3239

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Ms. Cook,

Did the AAA rule on Respondent's locale objection (attached)? I don't believe we received any ruling from the AAA about a locale determination, but we note it appears the proposed arbitrators are all drawn from New York. Can you please explain? Thank you.

Best regards, John

John Goldmark | Davis Wright Tremaine
Tel: (206) 757-8068 | Email: <mailto:johngoldmark@dwt.com> johngoldmark@dwt.com

From: barbaracook@adr.org <mailto:barbaracook@adr.org> [mailto:barbaracook@adr.org]
Sent: Monday, October 22, 2018 9:25 AM
To: cjr@amazonsellerslawyer.com <mailto:cjr@amazonsellerslawyer.com>; Li, Xiang; Goldmark, John; Joy, Kathryn
Subject: DDCO Publishing, LLC v. Amazon Digital Services, LLC - Case 01-18-0003-3239

[EXTERNAL]

Hello,

Please review the attached correspondence regarding the above-referenced case.

Feel free to contact me with any questions, comments or concerns you have related to this matter.

Thank you.

Logo

AAA Barbara Cook

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919

T: 401 431 4774 F: 866 644 0234

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Yvonne L. Baglini, Director
Northeast Case Management Center

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