

**EXHIBIT A****Action Needed: Please confirm activity**

1 message

Chase Fraud Alert <Chase@fraudalert.chase.com>

Tue, Mar 11, 2025 at 7:08 AM

Reply-To: Chase@fraudalert.chase.com

To: president@melbournetail.org

**Fraud alert****Action Needed: Please confirm activity****Chase debit or ATM card****Card ending in: 0590**

Melbourne Retail LLC:

Did you or someone you authorized use your Chase debit or ATM card for:

Declined Transaction

AMZ*Amazon Payments	\$7,284.94	03/11
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Yes, I recognize it

- Your card remains active.
- Please ask the merchant if they have already reprocessed the transaction before you try again.

No, something's wrong

- We will close your current card and send you a new one that you should receive in 5 to 7 business days.
- If you need to speak with us, please call the number on the back of your card.

We need the fastest way to contact you.

[Sign in](#) and make sure your personal profile includes your mobile phone number.

Security tip:

Chase will never ask you for your account number or password in an email.

Securely access your accounts in the [Chase Mobile® app](#) or at [chase.com](#).

**Action Needed: Please confirm activity**

2 messages

Chase Fraud Alert <Chase@fraudalert.chase.com>

Fri, Mar 14, 2025 at 4:10 AM

Reply-To: Chase@fraudalert.chase.com

To: president@melbournetail.org

**Fraud alert****Action Needed: Please confirm activity****Chase debit or ATM card****Card ending in: 0590**

Melbourne Retail LLC:

Did you or someone you authorized use your Chase debit or ATM card for:

Declined Transaction

AMZ*Amazon Payments	\$1,821.24	03/14
---------------------	------------	-------

Yes, I recognize it

- Your card remains active.
- Please ask the merchant if they have already reprocessed the transaction before you try again.

No, something's wrong

- We will close your current card and send you a new one that you should receive in 5 to 7 business days.
- If you need to speak with us, please call the number on the back of your card.

We need the fastest way to contact you.

[Sign in](#) and make sure your personal profile includes your mobile phone number.

Security tip:

Chase will never ask you for your account number or password in an email.

Securely access your accounts in the [Chase Mobile® app](#) or at [chase.com](#).

EXHIBIT B

AMERICAN ARBITRATION ASSOCIATION Commercial Arbitration Tribunal

In the Matter of the Arbitration between

MELBOURNE RETAIL LLC,	)	
	)	AAA Case No. 01-24-0006-3162
Claimant,	)	
	)	
v.	)	AWARD OF ARBITRATOR
	)	
AMAZON.COM SERVICES LLC,	)	
	)	
Respondent.	)	

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named parties and having been duly sworn, and having duly heard the proofs and allegations of the Parties, hereby AWARD as follows:

A final hearing was held in this matter by Zoom videoconference on March 3, 2025, before Brad McKim, Arbitrator. The Claimant (“Melbourne”) was represented by Moshe Mortner of The Mortner Law Office. The Respondent (“Amazon”) was represented by Davis Wright Tremaine LLP with Moe Tangman and Andrea Wooding appearing. The following is the arbitrator’s order as a result of that hearing and attendant briefing and exhibits.

This Order addresses the claims made in Melbourne’s “Demand for Arbitration.” In its demand, Melbourne asserts causes of action for 1) Unlawful Penalty, 2) Breach of Contract for Wrongful Withholding of Payments and 3) Breach of the Implied Covenant of Good Faith and Fair Dealing.¹ For the reasons set out below, Melbourne’s request for relief is denied.

Since the parties are well aware of the factual backdrop, I will not set out an exhaustive recitation of the facts. For present purposes, the following should suffice:

1. Melbourne is an LLC formed in the State of Wyoming that has also qualified to do business, at least, in Florida and Connecticut.
2. Amazon is a Delaware company based in Seattle.
3. The parties agree that Washington law governs this dispute.

¹ Amazon requested leave to file a counterclaim after the date set forth in the Scheduling Order. That request was denied by email order dated December 7, 2024.

4. Among other services, Amazon offers a service called the Amazon Store where sellers of virtually anything can offer their products for sale by joining “Amazon Seller Central.”
5. In 2022, an entity called Tryptic Trading joined Amazon Seller Central. Approximately a year later the selling entity was changed to Melbourne.
6. In order to join Amazon Seller Central, a seller must answer a series of questions, submit to an interview and agree to the “Amazon Services Business Solutions Agreement” (“BSA”) (Exhibit R-1).
7. The BSA provides for arbitration in the event of a dispute.
8. In April of 2024 Amazon notified Melbourne that Amazon was deactivating Melbourne’s selling account for violating Amazon’s “Multiple Accounts” policy which states

You may only maintain one Seller Account for each region in which you sell unless you have a legitimate business need to open a second account and all of your accounts are in good standing. If any of your accounts are not in good standing, we may deactivate all of your selling accounts until all accounts are in good standing.

9. At the time Melbourne’s account was deactivated, Amazon was holding \$38,881.64 in proceeds from Melbourne’s sales from the approximately two preceding weeks. Amazon refused to disburse those proceeds to Melbourne. Melbourne appealed to try and get the funds released but Amazon denied the appeal. Melbourne then requested return of the remaining items it had for sale in its seller account. Amazon proceeded to return approximately 5700 items.²

DISCUSSION

Amazon stated that its basis for invoking its Multiple Accounts Policy was that Melbourne was, in fact, controlled by a gentleman named Benjamin Ligeri with whom Amazon has a fairly extensive history. Melbourne only called one witness at the hearing, Mr. Colby Ross. Mr. Ross testified that he was the sole owner and operator of Melbourne. He said that he knew Mr. Ligeri, but that he only purchased products for resale on Amazon from Mr. Ligeri. Mr. Ross testified that Mr. Ligeri had no involvement with Melbourne.

Amazon presented evidence through its one witness, Mr. Michael Coyle, who investigates and helps manage risk for Amazon. Mr. Coyle identified at least four entities controlled by Mr. Ligeri that Amazon had previously deactivated for violation of Amazon’s seller policies.³ Reviewing Exhibit R-6, Mr. Coyle pointed out that Mr. Ligeri’s previously deactivated accounts used identical phone numbers, emails and computer identifiers as Melbourne. While Exhibit R-6 is not determinative in and of itself that

² There was some dispute about how many packages were sent by Amazon to return the items. Melbourne’s sole witness testified that he received around 60 or 70 packages.

³ While I have little reason to doubt Mr. Coyle’s veracity, I did find his testimony somewhat frustrating. First, he was not involved with the contemporaneous investigation into Melbourne’s accounts but only became involved after this arbitration was filed. Further, he had limited knowledge regarding Mr. Ligeri’s and Amazon’s dealings.

Melbourne was controlled by Mr. Ligeri, Exhibits R-4, 5 and 13 leave little doubt that Melbourne was a subterfuge run by Mr. Ligeri.

Melbourne's counsel contends that Melbourne had nothing to do with Mr. Ligeri, making deactivation inappropriate. But neither Mr. Ross nor Melbourne's exhibits overcame the clear implication of Exhibits R-4, 5, 6 and 13, among other evidence.⁴ So, while I conclude that Amazon acted reasonably in deactivating Melbourne's account for violation of the Multiple Accounts Policy, I primarily rely on the evidence showing Melbourne's representations to qualify for an Amazon Seller Central account in the first instance were false since Mr. Ross was not controlling Melbourne but, at best, acting as a front for Mr. Ligeri.⁵

Thus, Amazon's deactivation of Melbourne's account was justified for Melbourne's breaches of the BSA, namely,

1. Providing misleading or deceptive information about who controlled Melbourne; and
2. Being one of multiple accounts in violation of the Multiple Selling Accounts policy.

DISPOSITION OF THE PROCEEDS WITHHELD FROM MELBOURNE'S ACCOUNT

The question remains as to the disposition of the \$38,881.64 that remained in Melbourne's account at the time of the deactivation. Amazon contends that it was entitled in its "sole discretion" to withhold disbursement of Melbourne's funds. It further argues that, in fact, Melbourne owes Amazon approximately \$50,000 once the cost of returning Melbourne's inventory in the amount of approximately \$84,000 plus miscellaneous storage charges are applied against the \$38,881.64 held by Amazon. Melbourne's counsel contended that the return charges claimed by Amazon were excessive and unreasonable.

As described above, Amazon did not assert a counterclaim for its return and storage charges because it failed to file its counterclaim until a few weeks after the deadline under this case's Scheduling Order. Nor did Amazon appear to include an offset as an Affirmative Defense to Melbourne's claims. In any event, no evidence was presented regarding the reasonableness of Amazon's return and storage charges other than the assertions of counsel. While return charges of \$84,000 strike me at first blush as excessive and inefficient, with evidence, I might be persuaded as to their reasonableness. Nonetheless, in the absence of a counterclaim or affirmative defense (for which, of course, Amazon bears the burden of proof), I will not address the payment of Amazon's return or storage charges.

⁴ Unlike Mr. Coyle, Mr. Ross provided ample reason to question his veracity. His unfamiliarity with many of the basic organizational features of Melbourne coupled with numerous exhibits making it clear that Mr. Ligeri was more than a mere acquaintance when it came to Melbourne undermined Mr. Ross' assertion that he was in complete control of Melbourne. His tardiness in appearing to testify at the hearing and failure to reappear to finalize his testimony after a short break also cast doubt on his commitment to protecting an interest in Melbourne.

⁵ I am not as comfortable as Amazon and Mr. Coyle in concluding that a violation of the Multiple Accounts Policy is, *per se*, deceptive. Nonetheless, there is little doubt in this case that there was an effort at some level to conceal Mr. Ligeri's involvement. There was no need to do so unless both Mr. Ross and Mr. Ligeri knew that Mr. Ligeri was *persona non grata* with Amazon and would never qualify for a new account without some measure of deceit.

Thus, I will focus only on the Melbourne account's balance of \$38,881.64 that Amazon is holding in its "sole discretion." The BSA provides, in pertinent part,

"To be eligible for fund disbursement, you must refrain from deceptive, fraudulent, or illegal activity and remain in compliance with our Program Policies. If we determine that your account—or any other account you have operated—has been used to engage in deceptive, fraudulent, or illegal activity (including the sale of counterfeit or stolen goods), or your use of the Services has harmed, or our controls identify that it might harm other sellers, customers, or Amazon's legitimate interests, then we may in our sole discretion permanently withhold any payments to you..."

Again, I primarily rely on my conclusion that Melbourne was set up as an attempt by Mr. Ligeri to avoid Amazon's Multiple Accounts policy. The representations made by Mr. Ross (or Mr. Ligeri) to Amazon about Melbourne's true nature were, at a minimum, deceptive. For that reason, I am satisfied that Amazon was within its rights to withhold disbursement under the above language.^{6 7}

Finally, Melbourne contends that Amazon's withholding of disbursement is an unenforceable penalty. Amazon argues that the withholding is a reasonable exercise of what amounts to a liquidated damages provision in the BSA. Having reviewed the parties' authorities, I am persuaded that Amazon has the better of the argument. Withholding of two weeks of proceeds amounting to less than \$50,000 as liquidated damages is reasonable protection against potential damages. Again, this conclusion is primarily

⁶ Melbourne's counsel established that Mr. Coyle was unaware of any fraud, deception or illegal activity in Melbourne's actual operation of its seller account. That is the reason that I struggle with a *per se* finding that violation of the Multiple Accounts policy constitutes deception allowing Amazon to withhold disbursement. It is undoubtedly a failure to comply with a "Program Policy" but, again, the question is whether that alone is enough. I read "fraud, deception or illegal activity" as a condition precedent to Amazon's exercise of its "sole discretion" to withhold payment. Absent evidence of Mr. Ligeri's concealed role in Melbourne that prompted Amazon to conclude (or, more likely, *further* conclude) that doing business with Mr. Ligeri was inimical to Amazon's interests, I would be more inclined to ponder the reasonableness of Amazon's exercise of its "sole discretion." While I understand the premise for Amazon's Multiple Accounts Policy, it is not clear to me that violation of that policy necessarily leads to a presumption of deception, fraud or illegal activity. On the other hand, misrepresenting who the real party in interest is in a business relationship does warrant such a presumption. I was supplied with evidence that Melbourne's representatives concealed who controlled Melbourne. I was not supplied with evidence (other than the assertions of counsel) of Mr. Ligeri's earlier conduct which could have made it much more obvious that the violation of the Multiple Accounts policy was part and parcel of "deceptive, fraudulent or illegal activity."

⁷ I belabor the point about Amazon's exercise of its "sole discretion" because the contractual right of a unilateral decision must be exercised in the context of reasonableness and good faith and fair dealing. *Badgett v. Security State Bank*, 807 P. 2d 356, 360 (Wash. 1991); *Rekhter v. State, Dept. of Social and Health Services*, 180 Wash.2d 102 (2014). This is particularly true here where the BSA is, as Amazon concedes, a contract of adhesion. *Meta Platforms, Inc. v. BrandTotal Ltd.*, 605 F.Supp.3d 1218 (N.D. Cal 2022), citing *Baltazar v. Forever 21, Inc.*, 62 Cal. 4th 1237, 1244, 200 Cal Rptr. 3d 7, 367 P. 3d 6 (2016) ("Ordinary contracts of adhesion, although they are indispensable facts of modern life that are generally enforced, contain a degree of procedural unconscionability even without any notable surprises, and bear within them the clear danger of oppression and overreaching.").

based on my conclusion that Melbourne was a false front for Mr. Ligeri rather than a stand-alone violation of the Multiple Accounts policy.⁸

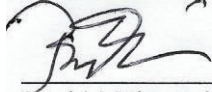
CONCLUSION

Melbourne's claims are denied and dismissed. Amazon is awarded its costs incurred in this arbitration. Such costs will be satisfied out of the \$38,881.64 that Amazon has retained from Melbourne's account as liquidated damages.

The administrative fees and expenses of the American Arbitration Association totaling \$1,725.00 and the compensation and expenses of the arbitrator totaling \$1,350.00 shall be borne by Claimant. Therefore, Respondent shall recover said fees and costs totaling \$3,075.00 out of the liquidated damages of \$38,881.64 it has withheld from Claimant.

This Award is in full settlement of all claims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

Dated: March 20, 2025



Brad McKim, Arbitrator

EXHIBIT C

Timeline of Key Events

- March 3, 2025 - Arbitration hearing closed (final submissions completed)
- March 11, 2025 - Amazon attempts to debit \$7,284.94 from Melbourne Retail LLC account
- March 14, 2025 - Amazon attempts to debit \$1,821.24 from same account
- March 20, 2025 - AAA Arbitration Award issued; Amazon's counterclaim denied

EXHIBIT D

All Accounts

\$34,144.07

\$0.00

Account Type

Standard Orders

Settlement Period

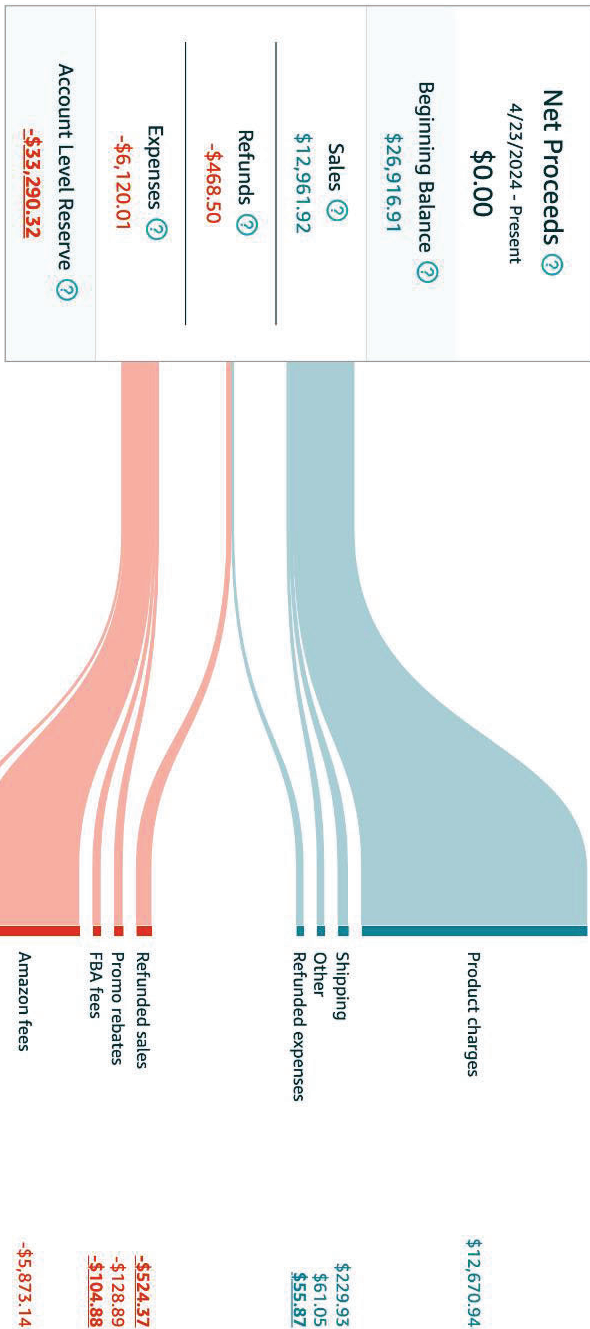
4/23/2024 - Present (Open)

Find a transaction

Enter order number

Search

Exhibit D
Amazon Account Charges and Deactivation Notice



Your next scheduled transfer initiation date is 5/7/2024*. However, if your available balance remains \$0.00, no transfer will be initiated on this date.
*Transfers can take 3-5 business days to complete and actual transfer amount is subject to change. View our Help Page for more information about when you will be paid.

Print Statement
View transactions for this period



Chloe Sbovia <melbournereTAILlc@gmail.com>

Review of your Amazon account

2 messages

Amazon <no-replies-appeals@amazon.com>
Reply-To: Amazon <no-replies-appeals@amazon.com>
To: melbournereTAILlc@gmail.com

Tue, Apr 30, 2024 at 3:50 PM



Hello MelbournePlace,

You have been found to be related to an account beginning with Melbourne Place.

We received your submission but do not have enough information to reactivate your account at this time.

To reactivate your account, please provide evidence that you have never owned a separate account and believe this deactivation was in error by providing supporting documentation. This includes but is not limited to any authorized or unauthorized relationship through a third-party company or evidence of account compromise. If we cannot substantiate the claim, your account will not be reinstated.

How do I send the required information?
Please click on the View Appeal button on the Account Health page (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_ap) and submit additional information as requested.

What happens if I do not send the requested information?
If we do not receive the requested information within 90 days of the original notification, your account will remain deactivated. Do not attempt to create a new seller account. Creating a new account will delay the reactivation process and may lead to permanent closure of your account.

We're here to help.
If you have questions about our Multiple Account Policy or information requested above, please read our "Selling Policies and Seller Code of Conduct" (<https://sellercentral.amazon.com/gp/help/G1801>).

If you need additional information on requirements for appealing, watch the following videos available on Seller University:
-- Understanding Multiple Account Policy (https://sellercentral.amazon.com/learn/courses?ref=su_course_accordion&moduleId=1e699b06-7a02-49f7-a155-

4642280a63d0)

-- Addressing Multiple Account Policy Violations (https://sellercentral.amazon.com/learn/courses?ref=su_course_accordion&moduleId=56cdec0f-e196-49bd-aa26-e02440f70885)

You can view your account performance (https://sellercentral.amazon.com/performance/dashboard?ref=ah_em_ap) or select Account Health on the home screen of the Amazon Seller app on your iOS or Android device. The Account Health page shows how well your account is performing against the performance metrics and policies required to sell on Amazon.

-- Download the iOS app: <https://itunes.apple.com/us/app/amazon-seller/id794141485?mt=8>

-- Download the Android app: https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en_US

Thank you,

Amazon.com

Sincerely, \nSeller Performance Team\nAmazon.com

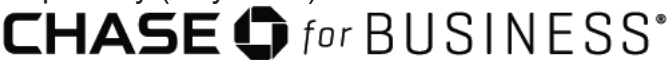
SPC-USAmazon-1565706500659809

Chloe Sbovia <melbournretailllc@gmail.com>
To: benligeri@gmail.com

Tue, Apr 30, 2024 at 4:00 PM

[Quoted text hidden]

Unauthorized Debits - Global Specialty (July 2023) - Chase.com
Exhibit E



Printed from Chase for Business

Global Main (...8688)
GLOBAL SPECIALTY PRODUCTS, LLC

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		
[REDACTED]		

Uncollected funds	Total \$0.00
-------------------	--------------

Account activity

SHOWING

All transactions



Date	Description	Type	Amount	Balance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]		
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	[REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]		
	[REDACTED]	[REDACTED]		

Date	Description	Type	Amount	Balance
Jul 19, 2023	Amazon seller repay AMZN.COM/BILL WA 07/18 (...9929)	Card	-\$3,464.98	\$7,203.40

Date	Description	Type	Amount	Balance

EXHIBIT F

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

- - - - - x
:
BENJAMIN LIGERI : No. 3:23CV603 (JAM)
CENTRAL CONCEPTS, INC :
TRADEMARK HOLDINGS, LLC :
GLOBAL SPECIALTY PRODUCTS, LLC :
MEDCARE, LLC :
:
Plaintiffs :
:
v. :
:
AMAZON.COM, INC :
AMAZON, LLC :
AMAZON SERVICES, LLC :
AMAZON MEXICO SERVICES, INC :
AMAZON PAYMENTS, INC :
AMAZON CAPITAL SERVICES, INC :
:
Defendants : New Haven, Connecticut
: August 16, 2023
:
- - - - - x

MOTIONS HEARING

B E F O R E:

THE HONORABLE JEFFREY ALKER MEYER, U.S.D.J.

**EXHIBIT G**

Chloe Sbovia <melbournereTAILLc@gmail.com>

Action Required: Pay your seller account balance

1 message

Amazon Services <seller-notification@amazon.com>
Reply-To: Amazon Services <seller-notification@amazon.com>
To: melbournereTAILLc@gmail.com

Tue, Mar 25, 2025 at 8:47 PM

Greetings from Amazon Services.

You have a balance due in your Amazon seller account. We attempted to charge your credit card for the balance, but your bank declined the charge.

For billing and security purposes, all Amazon sellers must provide valid credit card information from a credit card acceptable to Amazon. Please verify that the credit card information you have on file is correct, and contact your bank with questions related to the accuracy of the information you provided.

It is possible that the charge was declined due to a credit limit imposed by your bank. If that is the case, we will attempt to charge a lesser amount to your card as often as every 24 hours until the remaining balance in your seller account is paid in full.

If the card was declined for any other reason, you will need to update the credit card information in your seller account. Payment will be suspended until your credit card information has been updated. Go to [Seller Account information](#) to update your credit card.

Once your credit card information has been updated and verified, payment will be initiated on your next settlement date. Additionally, any fees owed for this settlement period will be charged to the credit card on your next settlement date.

To pay by wire transfer or check, please follow the instructions at the bottom of this message.

As a reminder, for amounts you owe us, Amazon may charge any payment instrument you provide to us.

For more information, see [Credit Card Information for Your Seller Account](#).

Thank you for selling on Amazon.

Amazon Services

Help us improve your experience on selling on Amazon through this brief survey:

https://amazonexteu.qualtrics.com/jfe/form/SV_bxcVE7YeBGz8zsi?cID=10019970004-202503260041

===== Wire Transfers =====

Please enter the email address associated with your Amazon Seller account into the additional information field of your wire transfer.

Reference Code: NSB US melbournereTAILLc@gmail.com

Account Name: Amazon Payments, Inc.

SWIFT: WFBUS6S

Account Number: 4121676092

ABA (Routing) Number: 121000248

TAX ID: 20-2936165

Street address: [410 Terry Avenue North](#)

City: Seattle

State: WA

Zip code: 98109

Bank Name: Wells Fargo

Bank Address: [420 Montgomery Street](#)

City: San Francisco

State: CA

Zip code: 94104

Phone: 1-888-384-8400

===== Check Payments =====

Please include reference code NSB US melbournereTAILlc@gmail.com on the front of your check.

Send checks made payable to Amazon Services, LLC to:

Amazon Services, LLC

ATTN: TRMS NSB US melbournereTAILlc@gmail.com

P. O. Box 84837

Seattle, WA 98124

[Was this email helpful?](#)

SPC-USAmazon-281477062258390