

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
SEATTLE DIVISION

BENJAMIN JOSEPH LIGERI,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. <u>2:25-cv-00797-LK</u>
	)	
AMAZON.COM SERVICES LLC,	)	
AMAZON PAYMENTS, INC.,	)	
	)	
Defendants.	)	
_____	)	

**COMPLAINT FOR VACATUR OF ARBITRATION AWARD,
CONVERSION, AND FRAUD**

INTRODUCTION

1. Plaintiff Benjamin Ligeri brings this action to vacate a purportedly binding arbitration award that, while denying Amazon's counterclaim, nonetheless allowed Amazon to retain substantial funds previously seized from Plaintiff and/or his affiliated businesses without legal basis (AAA Case No. 01-24-0006-3162) and simultaneously to assert independent tort claims for conversion, fraud, and related conduct.

2. Plaintiff is the sole owner of Melbourne Retail LLC, the nominal party to the arbitration. However, the Amazon seller account at issue was owned and operated by a third party,

Colby Ross. Plaintiff's company was used only as the tax identity and payment controller. Despite this, Amazon pursued Melbourne as if it were the substantive owner of the account—without ever establishing such a connection. Incredibly, no transcript of the proceedings exists, leaving Plaintiff without a record to evaluate or challenge the outcome. Moreover, Amazon attempted to debit Melbourne Retail LLC's bank account during the arbitrator's deliberation period, constituting a direct repudiation of the very arbitration process Amazon itself had demanded.

3. Plaintiff further brings these claims on his own behalf due to Defendants' unlawful interference with his property rights, failure to comply with the arbitral forum, and intentional fraud against Plaintiff as Melbourne Retail LLC's owner. To the extent any claims herein originated through entities solely owned and funded by Plaintiff, a pre-filing assignment of rights and damages has been executed and is available upon request.

JURISDICTION AND VENUE

4. This Court has jurisdiction under 9 U.S.C. § 10 (Federal Arbitration Act), 28 U.S.C. § 1331, and 28 U.S.C. § 1367.

5. Venue is proper in this District under 28 U.S.C. § 1391(b), as Defendants maintain business headquarters and operations in this District, and the conduct giving rise to these claims occurred in connection with a matter arbitrated under the AAA in Seattle.

PARTIES

6. Plaintiff Benjamin Joseph Ligeri is an individual and resident of Florida and the sole owner of Melbourne Retail LLC, a Wyoming company.

7. Defendant Amazon.com Services LLC is a Delaware corporation headquartered in Seattle, WA.

8. Defendant Amazon Payments, Inc. is an Amazon-affiliated entity responsible for disbursements and payment enforcement.

FACTUAL BACKGROUND

9. In March 2025, an arbitration proceeding concluded between Melbourne Retail LLC and Amazon.com Services LLC (AAA Case No. 01-24-0006-3162). The arbitration hearing rested on March 3, 2025, and the arbitrator issued the final award on March 20, 2025. The arbitrator denied Amazon's request to assert a counterclaim and awarded no funds to Amazon yet allowed Amazon to retain previously withheld funds that were property of the

Plaintiff and/or his company, creating an inequitable result. (See Exhibit B – AAA Arbitration Award).

10. While the arbitration decision was still pending, Defendants attempted to unilaterally debit thousands of dollars from a Chase business account held by Melbourne Retail LLC, a company recently funded by Plaintiff, giving him direct financial exposure and standing to assert these claims. (See Exhibit A – Chase Fraud Notifications).

11. On or about March 11, 2025, Defendants attempted to debit \$7,284.94.

12. On or about March 14, 2025, Defendants again attempted to debit \$1,821.24.

13. Both transactions were blocked by Chase Bank and flagged as potential fraud.

14. These attempted debits occurred despite Defendants having no judgment, award, or lawful authority. The arbitration forum had not resolved in Amazon's favor, and their counterclaims had been rejected.

15. On March 25, 2025, five days after the purportedly neutral ruling in the forced forum of Amazon's choice, Amazon sent a payment demand email to Plaintiff's company (Exhibit G). This occurred despite the arbitrator having denied Amazon's counterclaim and awarded them no damages. The email misrepresented the company's right to recover funds and continued Amazon's pattern of extracting money under false pretenses even after losing the claim. These actions reflect Amazon's refusal to be bound by arbitration and constitute a dual basis for:

(a) vacatur of the award under *9 U.S.C. § 10(a)(3)*, and

(b) tort liability **for** conversion and fraud.

16. In previous instances, Amazon was successful in debiting funds from Plaintiff's other business, Global Specialty Products LLC, without court or arbitration authorization. These debits were made to satisfy a debt Amazon alleged was owed by a separate corporation. They were able to get the credit card information when Plaintiff loaned the corporate card to the other corporation to use strictly to make a purchase on the Amazon buyer account. At the time, both companies of Plaintiffs were pending judgment in the U.S. District Court for the District of Connecticut. (See Exhibit E – Unauthorized Global Specialty Debits). A motions hearing was actively underway on August 16, 2023, in the same case. (See Exhibit F – Docket Caption Showing Live Federal Proceedings). Plaintiff also reported this seizure to the Coventry, RI Police Department (Incident No. 23-1861-OF, Officer Tara Miller).

17. Plaintiff is the sole owner of Global Specialty Products LLC, and all relevant financial injuries described herein, including unauthorized debits, flowed directly to Plaintiff as the party responsible for funding the company and personally affected by its loss. To the extent necessary, Plaintiff asserts these claims both individually and as the equitable owner of the affected funds.

18. Amazon's actions demonstrate a systemic abuse of forum selection: it demands arbitration or judicial enforcement when convenient but then acts unilaterally when such forums do not deliver the result it desires. Courts have recognized that this sword-and-shield tactic—invoking arbitration to avoid litigation and then refusing to honor arbitration's outcome—undermines the integrity of the arbitral process. See *Republic of Ecuador v. Chevron Corp.*, 638 F.3d 384 (2d Cir. 2011).

19. Melbourne Retail LLC did not own the Amazon seller account in question. That account was owned and operated by Colby Ross. Melbourne's role was limited to managing payments, controlling disbursements, and serving as the tax identity. Melbourne never signed Amazon's Business Solutions Agreement (BSA), nor did it agree to arbitration—nor does Amazon require such assent when the tax identity of an account is updated. Nonetheless, Amazon and the arbitrator improperly imputed account ownership and control to Plaintiff, Benjamin Ligeri, despite no contractual privity or evidence supporting such attribution. (See Exhibit B).

20. Amazon has also withheld funds from Melbourne Retail LLC under the guise of “account level reserves” following deactivation without judgment or legal process. These funds were fully earned and cleared of all charges and were never released to Plaintiff or Melbourne. (See Exhibit D – Amazon Reserve Screenshot and Deactivation Notice).

21. Plaintiff suffered harm in his personal and business capacity, and Melbourne Retail LLC was deprived of a fair hearing and enforcement process.

CAUSES OF ACTION

Count I: Vacatur of Arbitration Award (9 U.S.C. § 10)

22. Amazon's post-hearing debit attempts, among other misconduct, constitute misconduct under 9 U.S.C. § 10(a)(3) and (a)(4), justifying vacatur of the award.

Count II: Conversion

23. Amazon's post-hearing debit attempts, along with its denial of a meaningful opportunity for Plaintiff to participate, misrepresentation of account ownership, and abuse of the arbitration process itself, constitute misconduct under 9 U.S.C. § 10(a)(3) and (a)(4). These cumulative violations justify vacatur of the award in its entirety.

24. Plaintiff seeks the return of all wrongfully seized or destroyed inventory, all wrongfully seized or destroyed funds, including but not limited to: \$33,290.32 withheld from Melbourne Retail LLC; approximately \$70,000 seized from the Health and Household

account; \$6,737.46 wrongfully debited from Global Specialty Products LLC (operating the Vanguard Amazon account); and **\$55,885.47** in “Account Level Reserve” funds seized upon deactivation of that account. These funds were taken without judicial or arbitral authorization and remain unlawfully held or converted.

Count III: Fraud

25. Defendants knowingly misrepresented their right to withdraw funds and committed fraudulent acts before, during, and after arbitration, forming a continuous pattern of deception designed to deprive Plaintiff of property without legal basis.

Count IV: Attempted Theft by Unauthorized Electronic Funds Transfer

26. Defendants violated the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.) by attempting unlawful and unauthorized electronic debits.

Count V: Declaratory Judgment

27. Plaintiff seeks a declaration that Defendants had no legal right to debit funds from Melbourne Retail LLC’s account and that any claim to those funds is void.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests:

- A. An order vacating the arbitration award in AAA Case No. 01-24-0006-3162;
- B. Judgment for actual and punitive damages in excess of \$100,000;
- C. Declaratory and injunctive relief restraining Defendants from any further unauthorized fund attempts;
- D. Reinstatement of Melbourne Retail LLC’s arbitration claim or remand to a new arbitration;
- E. Restitution of all inventory and funds unlawfully seized from Plaintiff or companies he funded and owned, including \$33,290.32 from Melbourne Retail LLC, approximately \$70,000 from the Health and Household account, and a total of **\$62,622.93** from the Vanguard account operated by Global Specialty Products LLC, comprising \$6,737.46 in

unauthorized post-judgment debits and **\$55,885.47** seized upon deactivation, along with compensatory and consequential damages;

F. Costs and attorneys' fees as allowable by law;

G. Any other relief the Court deems just and proper.

EXHIBIT INDEX

Exhibit A – Chase Fraud Notifications (March 11 & 14, 2025 attempted debits)

Exhibit B – AAA Arbitration Award dated March 20, 2025

Exhibit C – Timeline of Key Events

Exhibit D – Amazon Charges and Reserve Withholding (Screenshot + Deactivation Notice)

Exhibit E – Unauthorized Global Specialty Debits (Chase Bank Screenshot)

Exhibit F – Motions Hearing Caption, District of Connecticut (August 16, 2023)

Exhibit G - Amazon Payment Demand Email (March 25, 2025)

Respectfully submitted,



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