

EXHIBIT A

DECLARATION OF BENJAMIN JOSEPH LIGERI

I, Benjamin Joseph Ligeri, being duly sworn, hereby declare under penalty of perjury as follows:

1. I did not register or personally create the Amazon seller account associated with the name 'Twin Horses.' This account was originally created by Basil Mignacca and was later sold to me (approximately ten years after its creation by Basil) by Timothy Mignacca and Wholly Wholesale, LLC, in a formal Purchase and Sale Agreement dated January 13, 2023.
2. I did not register or create the Amazon seller account known as 'Medcare.' This account was originally created by Stephen Mignacca and was transferred to MedCare, LLC through a Bill of Sale dated April 26, 2021. The document includes a signed witness.
3. I did not register or create the Amazon seller account associated with 'Global Specialty Products.' That account was originally registered by Joseph Ligeri and was formally assigned to Global Specialty Products, LLC by an Assignment and Assumption Agreement dated September 16, 2020.
4. I have never accepted or clicked to agree to the Amazon Business Solutions Agreement (BSA) for any of these three accounts. To be fair, it would be hard to recall if I did click with Jasmine Alcantara when she and I started our first Amazon business together and created the account originally known as Prime Shipping Direct and last known as Health and Household.
5. The declaration submitted by Natalia Parker in a prior court proceeding claiming that I registered these accounts is false and was knowingly submitted under penalty of perjury.
6. I respectfully request that the Court take judicial notice of the above facts and the attached exhibits as material evidence contradicting the Parker declaration.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 25, 2025.



Benjamin Ligeri

3120 Corey Rd

Malabar, FL 32950

benligeri@gmail.com

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is entered into and effective as of September 16, 2020, by and between Joseph Ligeri ("Assignor"), and Global Specialty Products, LLC, a Rhode Island corporation ("Assignee" and together with Assignor, the "Parties", each a "Party").

WITNESSETH:

WHEREAS, Assignor has operated an online business (the "Business") selling various inventory (the "Inventory") using via www.amazon.com using a certain Amazon Selling Account License, (Merchant Token "A616LLXMMZRHL") (the "Selling License"); and

WHEREAS, Assignee is desirous of having the benefit of all of the rights, benefits and privileges afforded by the Selling License and having right, title and interest in and to the Inventory and any goodwill associated with the Business (the "Goodwill") and is willing to also assume all of Assignor's, obligations and duties under the License Agreement on the terms and conditions set forth in this Agreement; and

WHEREAS, Assignor is willing to assign the Selling License, the Inventory, and the Goodwill to Assignee on the terms and conditions set forth in this Agreement

AGREEMENTS

NOW, THEREFORE, in consideration of Assignor's assignment of its rights, obligations and duties under the Selling License and Assignee's acceptance of the Assignor's rights and assumption of Assignor's obligations and duties as contemplated thereunder, and the mutual covenants hereinafter set forth, and other good and valuable consideration, including without limitation, the receipt of TWO THOUSAND DOLLARS (\$2,000) by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's rights, obligations, and duties under the Selling License and all of Assignor's right, title and interest in the Inventory, and the Goodwill.
2. Assumption of Selling License. Assignee hereby accepts the assignment of all of Assignor's rights, obligations and duties under the Selling License and hereby agrees to be bound by the Selling License in all respects and to assume all of Assignor's obligations and duties under the Selling License.
3. No Liabilities. Except for the Selling License, Assignee is assuming no liabilities of any kind or nature with respect to the Business.
4. Further Documents. The Parties agree that they will at any time, and from time to time, from the date hereof and upon request of the other Party, execute, acknowledge and deliver any further assignments, transfers and conveyances and perform any further acts that may be

reasonably required in accordance with this Agreement to more fully effect the purposes set forth herein, including, without limitation, a bill of sale with respect to the Inventory and the Good will.

5. Binding Provisions. This Agreement is binding on all parties who lawfully succeed to the rights or take the place of Assignor or Assignee.

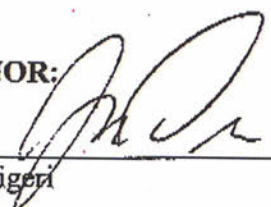
6. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Rhode Island, without giving effect to any of the conflict of law rules thereof.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and the counterparts shall together constitute one complete document.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

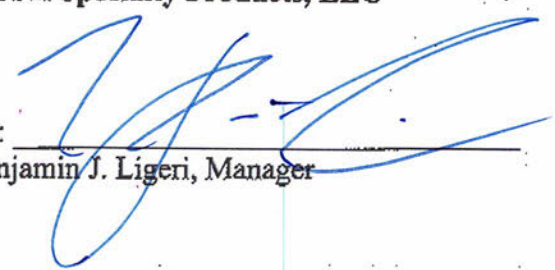
ASSIGNOR:



Joseph Ligeri

ASSIGNEE:

Global Specialty Products, LLC

By: 

Benjamin J. Ligeri, Manager

EXHIBIT C

PURCHASE AND SALE CONTRACT

1.0 Parties

1.1 Benjamin Ligeri is the Buyer of property defined in §2.0 and as identified and enumerated in all of its discrete subparts, inclusive, herein.

1.2 Timothy Mignacca and Wholly Wholesale, LLC and Medical Collaborative LLC are the Sellers of property

defined in §2.0, inclusive,

herein. 2.0 Property to Be Transferred

2.1 The Sellers are conveying to the Buyer access to and complete right, title and usage of the following Amazon page located at <https://www.amazon.com/s?me=AZRQC67FZ69L7&marketplaceID=ATVPDKIKX0DER>

2.2 The Sellers are conveying to the Buyer all inventory owned by Wholly Wholesale, LLC associated with Amazon Merchant Token AZRQC67FZ69L7, regardless of its location and possession.

2.3 The Sellers, one and both and collectively, as the case may be, hereby agree to transfer to the Buyer the Rae Lynn Trademark, described by USPTO online and by way of its public online records as accessible January 11, 2023 at the following URL – <https://uspto.report/TM/90296605>. Said Registration Number at USPTO is 6434148.

2.4 The Sellers, one and both and collectively, as the case may be, hereby agree to transfer to the Buyer the MindCast Trademark, described by USPTO online and by way of its public online records as accessible January 11, 2023 at the following URL – <https://uspto.report/TM/90296289>. Said Registration Number at USPTO is 6625560.

2.5 The Sellers, one and both and collectively, as the case may be, hereby agree to transfer to the Buyer the KATHAROS Trademark, described by USPTO online and by way of its public online records as accessible January 11, 2023 at the following URL – <https://uspto.report/TM/90296472>. It is identifiable by Serial No. 90296472 on file with USPTO.

2.6 The Sellers, one and both and collectively, as the case may be, hereby agree to transfer to the Buyer the RIBIT Trademark, described by USPTO online and by way of its public online records as accessible January 11, 2023 at the following URL – <https://uspto.report/TM/90296553>. It is identifiable by USPTO Registration No. 6434145.

2.7 The Sellers, one and both collectively, as the case may be, hereby agree to transfer to the Buyer all right, title, interest in the intellectual property described and documented in Schedule A attached hereto, including all attachments. This Contract shall be evidence of provenance that the Buyer is owner of all right, title and interest of all intellectual property described therein.

2.8. The Sellers, one and both collectively, as the case may be, hereby agree to transfer to the Buyer all right, title, interest in the intellectual property described and documented by USPTO PrimeMed Trademark Reg. No. 5,669,409 as well as PrimeMed Trademark Reg. No. 5,833,482.

3.0 Payment and Delivery

3.1 This transaction shall occur and the effective date of this Contract shall be January 13, 2023.

3.2 In consideration of the warranties, covenants and performances described and due herein, the Buyer agrees to tender the Sellers the total of \$12,500.00 (twelve thousand five-hundred dollars), with \$9,000.00 (nine thousand dollars)

due on January 13, 2023 and the remainder of \$3,500.00 (three thousand five-hundred dollars) due to the Sellers on February 13, 2023.

- 3.3 In consideration of the warranties, covenants and performances described and due herein, the Sellers agree to, by the close of business January 13, 2023, transfer all necessary Amazon and any other necessary online, electronic or other Internet Login credentials to assume power, control and dominion of all of the relevant merchant, inventory, access and other accounts for the property identified in §§2.1 through 2.7 of this Contract, inclusive. This includes any and all further necessary cooperation by Sellers to transfer the bank account and company ID from Wholly Wholesale, LLC.

4.0 Warranties and Representations

- 4.1. Sellers have made this prospective offer, which has been reduced to writing.
- 4.2. Sellers warrant and agree that they have the right and title to the Property defined herein and agree to defend and indemnify Buyer as to any and all claims to title and merchantability to property the have agreed to convey to Buyer as covenanted to herein.
- 4.3. Sellers warrant, represent and agree that they have had adequate time to consult Counsel of their choosing prior to having made and accepted this offer, which has now been reduced to writing. They are satisfied with any advice they have or have not obtained as a consequence of availing themselves of that opportunity.
- 4.4. The Parties agree and concur that this Purchase and Sale Agreement in no way affects, modified, mitigates, resolves, compromises or settles in any way, in whole or part, any existing litigation either pending or contemplated among the Parties in any forum or jurisdiction.
- 4.5. Seller Mingacca agrees, warrants and represents that he has full agency, capacity and authority to execute this Agreement on behalf of Seller Wholly Wholesale, LLC.

5.0 Applicable Law, Construction and Severability

- 5.1 This agreement shall be interpreted in accordance with the Laws of Rhode Island.
- 5.2 In the event any Court of competent jurisdiction deems any provision of this agreement invalid, the remainder shall stand in full force and effect.

6.0 Execution

- 6.1 This Contract shall be deemed executed when both parties have signed and executed this document below –

Buyer: Benjamin Ligeri

Dated:


1/23/23

Sellers: Timothy Mingacca

Wholly Wholesale, LLC
Medical Collaborative, LLC.

1/13/23 Dated:


EXHIBIT D

**Bill of Sale
Amazon Merchant Token**

This Bill of Sale is made as of the 26th day of April 2021 ("Effective Date") by Stephen Mignacca ("Seller") in favor of MedCare, LLC ("Buyer").

For good and valuable consideration made to Seller from the Buyer, receipt of which is hereby acknowledged, the Seller hereby grants, sells, assigns, transfers, and conveys to the Buyer, his successors and assigns, all of Seller's right, title and interest in and to the Amazon Merchant Account with Merchant Token of **A18M4UOMTJZGP6**.

This transfer is deemed to be effective as of the close of business of the Effective Date (26th April 2021).

Date: April 26, 2021

Buyer: MedCare, LLC

Name: Br [redacted] Ligeri

Driver's Lic [redacted]

Phone Number: 4 [redacted]

Signature: [redacted]

Seller:

Stephen Mignacca

Driver's License: # [redacted]

Phone Number: 4 [redacted]

Signature: [redacted]

Witness:

Name (print): Carde Starr

Driver's License: # [redacted]

Phone Number: [redacted]

Signature: Carde Starr

EXHIBIT E

AFFIDAVIT OF NATALIA PARKER

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

BENJAMIN LIGERI
CENTRAL CONCEPTS, INC
TRADEMARK HOLDINGS, LLC
GLOBAL SPECIALTY PRODUCTS, LLC
MEDCARE, LLC

Plaintiffs,

- against -

AMAZON.COM, INC
AMAZON, LLC
AMAZON SERVICES, LLC
AMAZON MEXICO SERVICES, INC
AMAZON BUSINESS PAYMENTS, INC
AMAZON PAYMENTS, INC
AMAZON CAPITAL SERVICES, INC,

Defendants.

Case No. 3:23-cv-00603-JAM

**DECLARATION OF NATALIA PARKER IN SUPPORT OF AMAZON'S MOTION TO
COMPEL ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT,
OR IN THE ALTERNATIVE TO TRANSFER VENUE**

I, Natalia Parker, hereby declare pursuant to 28 U.S.C. § 1746 as follows:

1. I am a Litigation Paralegal in Amazon's Litigation and Regulatory department.

My responsibilities include handling and managing litigation-related matters. I make this Affidavit based on personal knowledge based on my review of Amazon's records kept and relied upon in the ordinary course of business and information provided to me by Amazon personnel in the course of their duties.

2. Amazon is a Delaware corporation with its principal place of business in Seattle, Washington.

3. Amazon operates the Amazon.com online store, where third parties can sell products to Amazon customers.

4. According to Amazon's records, Plaintiff Benjamin Ligeri ("Ligeri") registered his four third-party seller accounts as follows: (1) "Ben Joseph Ligeri/Twin Horses" on January 30, 2014; (2) "Benjamin J. Ligeri/Health and Household" on March 11, 2014; (3) "Global Specialty Products, LLC / Home and Medical Vanguard" on June 22, 2017; and (4) "Medcare Industries" on December 8, 2019 (collectively referred to as "Amazon seller accounts"). When Ligeri registered his Amazon seller accounts, he provided sign-up information, including his name and email address, and had to affirmatively check a box that said, "I have read and accepted the terms and conditions of the Amazon Services Business Solutions Agreement." Attached as **Exhibit A** is a true and correct copy of the Amazon seller sign-up page that Ligeri accessed to register his Amazon seller accounts.

5. Attached as **Exhibit B** is a true and correct copy of version 1 of the Amazon Business Solutions Agreement ("BSA") that Ligeri accepted on behalf of himself and "Ben Joseph Ligeri/Twin Horses" and "Benjamin J. Ligeri/Health and Household" when he registered these Amazon seller accounts. The operative version of the BSA was in effect on January 30, 2014 and March 11, 2014, when Ligeri registered accounts "Ben Joseph Ligeri/Twin Horses" and "Benjamin J. Ligeri/Health and Household," respectively.

6. When Ligeri registered his first two Amazon seller accounts—"Ben Joseph Ligeri/Twin Horses" and "Benjamin J. Ligeri/Health and Household,"—(and at all times since then), Amazon's BSA contained a mandatory arbitration agreement. *See* Ex. B § 18. The arbitration agreement mandates that where the United States is the Elected Country, "[a]ny dispute with Amazon or its affiliates or claim relating in any way to this [BSA] or [Plaintiff's]

use of the Services ... **will be resolved by binding arbitration as described in this paragraph, rather than in court ...**” Ex. B § 18 (emphasis in original).

7. When Ligeri later registered two additional Amazon seller accounts—“Global Specialty Products, LLC / Home and Medical Vanguard” on June 22, 2017 and “Medcare Industries” on December 8, 2019—he accepted updated versions of the BSA that contained arbitration agreements identical or substantially identical to the arbitration agreement in BSA version 1, which Ligeri accepted when he registered his first two accounts. *See* Ex. B § 18. All four of Ligeri's selling accounts selected the United States as the “Elected Country” under the BSA.

8. All third-party sellers are required to accept the BSA and its terms (including the arbitration agreement) as a condition of selling in the Amazon.com store. Had Ligeri failed to accept the BSA, including the arbitration agreement, he could not have advanced to the next page of the seller registration process, could not have opened his Amazon seller accounts, and could not have sold any products in the Amazon.com store.

9. Following investigations, Amazon blocked the Amazon seller accounts “Benjamin J. Ligeri/Health and Household” on February 10, 2023, and “Global Specialty Products, LLC / Home and Medical Vanguard” on March 28, 2023, related to suspicious buyer-seller activity.

10. The BSA permits Amazon to “terminate or suspend this [BSA] or any Service immediately by notice to [Plaintiff] for any reason at any time.” Ex. B, § 3. The BSA provides that Section 18, which contains the arbitration agreement, survives termination. *Id.*

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 23rd day of June 2023 in Seattle, Washington.

DocuSigned by:
Natalia Parker
03ED8EF64CEF477
Natalia Parker

Exhibit F – Appendix: Full Transcript Analysis of Eric Smith (April 8, 2024)

The following analysis examines the sworn testimony of Eric Smith, Risk Manager at Amazon.com, Inc., delivered during the evidentiary hearing on April 8, 2024. Mr. Smith's testimony reflects a pattern of selective disclosure, calculated omissions, and strategic reinforcement of a false narrative first presented in the affidavit of Natalia Parker. Smith, whose technical sophistication and role at Amazon presuppose a high degree of familiarity with account metadata and internal processes, chose to either obscure or selectively deploy facts in a manner consistent with knowing complicity in fraud upon the court.

I. Evasion of Registration Metadata and Account Origination

Mr. Smith repeatedly claimed ignorance of seller account registration data, stating, "I don't own the registration portal" and "I can't see who originally registered the account." Despite these disclaimers, he repeatedly implied that Plaintiff was the original account creator, relying on superficial name associations and current data points while omitting documented transfer histories and account metadata that would directly undermine this narrative.

II. Contradictory Identification Evidence

While attempting to bolster Parker's claim that Plaintiff registered accounts such as Twin Horses, Mr. Smith admitted under oath that "It does not say Benjamin Ligeri" on the credit card associated with that account. This admission directly undercuts the allegation of original authorship and confirms that Smith was aware of material contradictions in Amazon's narrative—yet chose to withhold that conflict from the court, reinforcing instead the false position advanced by Amazon's legal team.

III. Complicity Through Strategic Testimony

Mr. Smith's testimony reflects more than passive omission—it demonstrates active reinforcement of known falsehoods. In supporting Parker's claim, Smith did not merely fail to disclose contradictory information; he chose to affirmatively sustain a narrative that he, by training and access, was positioned to know was inaccurate. His responses

appear carefully constructed to avoid technical perjury while nonetheless creating a materially misleading impression for the court.

IV. False Testimony Regarding Appeal Intervention

Mr. Smith claimed that his team intervenes when sellers are caught in broken loops or unable to access appeal systems: “We intervene when sellers are stuck or the loop is broken.” Yet Plaintiff was repeatedly denied intervention despite substantial evidence of legitimate ownership transfers and ongoing legal correspondence with Amazon. This inconsistency reflects a misrepresentation of internal protocol and contributes to the appearance of institutional bad faith and denial of due process.

V. Integration into the Fraud on the Court

Mr. Smith’s presence and conduct at the hearing further support his integration into a coordinated effort to mislead the tribunal. He was not sequestered, observed significant portions of the hearing, and was seen communicating with defense counsel in the hallways during proceedings. This behavior, combined with his misleading testimony and failure to correct the record, confirms that he was not merely a fact witness but a knowing participant in the advancement of a false narrative. His statements materially contributed to the court’s acceptance of arbitration under false pretenses and represent a clear instance of fraud upon the tribunal.

Exhibit G – Analysis of John Magliery’s Role in Facilitating Fraud on the Court

This exhibit outlines the role of attorney John Magliery in submitting and defending materially false statements in federal court, in violation of his obligations under Federal Rule of Civil Procedure 11(b) and his duty as an officer of the court. The facts detailed below demonstrate a knowing pattern of facilitation and endorsement of perjured testimony and a refusal to correct the record even when presented with direct evidence to the contrary.

I. Submission of Perjured Affidavit

On or about June 23, 2023, attorney John Magliery submitted a declaration by Natalia Parker in the District of Connecticut, in which she falsely claimed that Plaintiff Benjamin Ligeri personally registered four Amazon seller accounts. Mr. Magliery, as Amazon’s counsel, presented this affidavit in support of a motion to compel arbitration, and relied on it as a central piece of evidence.

II. Failure to Correct After Presentation of Contradictory Evidence

After Parker’s affidavit was submitted, Plaintiff produced affidavits, notarized sales documents, and corporate assignment agreements proving that the accounts in question were originally registered by other parties and only later acquired by Plaintiff or his entities. Despite the availability of this documentation, Mr. Magliery never amended his representations to the court nor retracted his reliance on Parker’s affidavit. The identity of the original account registrant is not speculative or difficult to obtain—it is foundational data Amazon necessarily possesses by virtue of operating the seller platform. As counsel for Amazon, Mr. Magliery either accessed this information, requested it, or willfully chose to ignore it. His failure to disclose or reconcile this basic data point held by Amazon—especially after Plaintiff submitted documentary evidence to the contrary—constitutes a deliberate omission of material fact. In relying on testimony that he knew to be false, and in failing to investigate a core platform fact that cut to the heart of the court’s jurisdictional analysis, Mr. Magliery became an active participant in misleading the tribunal.

III. Strategic Use of Eric Smith's Testimony to Reinforce False Premise

In subsequent proceedings, Mr. Magliery participated in presenting and defending testimony from Eric Smith that strongly implied Plaintiff's registration of the accounts. Mr. Smith claimed he did not know who registered the accounts but testified that they appeared under Plaintiff's name, creating a false impression aligned with Parker's original perjured affidavit. Mr. Magliery never clarified the inconsistency or objected to the misleading implication.

IV. Contribution to Fraud on the Court

As a licensed attorney and officer of the court, Mr. Magliery had a continuing duty not to mislead the tribunal. By affirmatively submitting perjured evidence, failing to correct the record when presented with rebutting documentation, and participating in a pattern of coordinated deception, Mr. Magliery facilitated a fraud on the court. This conduct materially contributed to the improper referral of Plaintiff's claims to arbitration under a false factual foundation.