

The following is my "paper trail" regarding communications with Amazon.com, Inc., that I provided to consumer advocate, Christopher Elliott, on 1/23/2016. Since Mr. Elliott requests that no images or attachments be included, this report consists only of text.

Hello Mr. Elliott,

Thank you for looking at this. The first section of my paper trail includes personal notes, because it involved calling in to Amazon Customer Support, which was fruitless. In fact, the customer service agents didn't even know I had been blacklisted.

I know that your FAQ says you do not get involved with "Any case that's been referred to a company's legal department." However, in this case, I would ask you to consider making an exception, because the approach of Amazon's legal department and Stoel Rives, LLP has been to completely ignore all communication attempts!

Also, I think you will find yourself scratching your head reading these emails. We are dealing with a gift card balance of \$451.20 on my Amazon account, NOT a promotional credit, NOT rewards points, etc. Amazon has actually had the audacity to say they are allowed to keep my balance because their Conditions of Use say they can do whatever they want. They have not alleged any gift card fraud, and I can also produce a paper trail showing the gift card amounts, and many of them were actually purchased by me.

Here are my personal notes from 8/25/2015 to 9/04/2015:

As of 8/25/2015, this Amazon account, richard_thrripp@falconmail.daytonastate.edu, would not work and says "There was an error with your E-Mail/ Password combination. Please try again." I changed passwords and it still does not work. I have about \$450 of gift card credit on the account.

Called [888-280-4331](tel:888-280-4331) on 8/26/2015 and was told my account is on hold pending investigation regarding my account information. Received email from Amazon Seller Support, which is incorrect because I do not have an Amazon Seller account. Furthermore, the Case ID could not be accessed without account access.

Called [888-280-4331](tel:888-280-4331) again on 8/27/2015 (evening) and was told I would get a reply in 24 hours and that my account was put on hold for using a credit card not in my name or shipping an item to another address.

Called [888-280-4331](tel:888-280-4331) on 8/31/2015 and was told I would get an email response and a follow-up call on 9/01/2015. Noticed then that richardxthripp@thripp.com and thrippr@daytonastate.org are suspended as well. I missed the follow-up call on 9/01/2015, called the corporate headquarters on 9/01/2015, and was forwarded back to the Retail department. I threatened both with the CFPB and was told by a retail specialist that they would look into this again. I also told her about the thrippr@daytonastate.org account which is also on hold, and the \$38.02 Amazon

Register balance, which she also filed a report about. No reply was received.

Called [888-280-4331](tel:888-280-4331) on 9/04/2014 -- spoke with Maxine. She said my account is on hold. I explained that I have called in 5 times over the past 2 weeks. I asked what the GC balance on the account is and was told it is: \$451.20. She said she would see what she could do and then hung up on me after several minutes on hold. **[This is an important call because it establishes the amount of the gift card balance.]**

Email sent 9/04/2015, via www.amazon.com without logging in. NO REPLY WAS RECEIVED:

My Amazon account richard_thrripp@falconmail.daytonastate.edu has evidently been banned from buying on Amazon. I have called in 5 times since 8/26/2015 and have been told my account has been placed "on hold" and then I have been hung up on. I have a gift card balance of \$451.20 on the account. I will require a check for this gift card balance to be sent to me. Further, I will require a textbook return shipping label to be provided for order # 002-0522516-6033864 when I return the textbook which is due to be returned before 12/19/2015.

Next up, my complaints through several agencies, and Amazon's responses:

My complaint to the Attorney General of Washington, sent 9/04/2015:

As of 8/25/2015, Amazon has suspended my account with email address richard_thrripp@falconmail.daytonastate.edu, and refuses to relinquish the existing Gift Card Balance of \$451.20 that was present on my account, despite repeated attempts to contact them via phone and email on 8/26/2015, 8/27/2015, 8/31/2015, 9/01/2015, and 9/04/2015.

From speaking with multiple phone service representatives via calling in at 888-280-4331, I have repeatedly been told my account is "on hold," possibly due to a discrepancy with my billing information or mailing address. I have repeatedly provided my correct name and billing address (which also matches the information on my Amazon account), and have been told I would receive a reply within 24 hours, but in no case has a reply ever been received.

Amazon has neglected to reply to multiple emails sent by me via their online form at www.amazon.com/gp/help/customer/contact-us.

Amazon provides no legitimate reason for this suspension, nor any timeframe for it being investigated or resolved. I attest that the gift card balance on the account was acquired from legitimate sources and that no illegal activity nor activity that is knowingly in violation of Amazon's terms has occurred on the account. Further, in none of the phone calls with Amazon has Amazon alleged that any of these factors are in question.

No notice of the suspension was given via phone, email, nor postal mail (to date). I am unable to log in to my Amazon account due to receiving the error message "There was an error with your E-Mail/ Password combination. Please try again," which persists even after resetting my Amazon

password. Only after my initial call to 888-280-4331 on 8/26/2015 was I informed by a customer service agent that my account is “on hold.”

Amazon's response to my complaint to the Attorney General of Washington, received 9/19/2015:

Dear Andrew,

I'm Suresh Potnuru of Amazon.com. I'm responding to Mr. Richard Thripp's subject matter complaint, and copying him for his reference.

I'm sorry for the trouble Mr. Thripp's had in accessing his account.

I'd like to confirm the information Mr. Thripp's received from our Account Specialist team is correct. As noted in our Conditions of Use, in the section, “Your Account”: “Amazon reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.”

Mr. Thripp can review our Conditions of Use here:

www.amazon.com/conditionsofuse

Due to the proprietary nature of our business, we're unable to discuss with Mr. Thripp, and the decision to close his account is a final one.

Regarding gift card balance: At this time we may not be able to issue a refund to Mr. Thripp for his gift card balance.

Please contact me directly by replying to this email if I can be of further assistance.

Best regards,
Suresh P.

Thank you.
Amazon.com

My rebuttal to the above reply from Amazon, sent 9/19/2015:

Hello,

Can you provide a timeframe for when and how you will disburse the gift card balance of \$451.20 from the account?

I do not believe you have provided a legal basis to seize the gift card funds.

Also, note that it is NOT correct that I received any information from Amazon's Account Specialist team. In all cases, I was ignored by them. I only pieced together information from reading the accounts of other blacklisted customers online, and from the cryptic information provided by Amazon's Customer Service department. Multiple times, I was told I would be contacted within 24 hours by an Account Specialist, which never happened.

This is in bad faith, given that Amazon has blacklisted me and BOTH refuses to discuss the matter AND refuses to even confirm nor deny that I was blacklisted, until now.

This matter is NOT resolved until I receive a full refund for my gift card balance, as required by law.

Also, please inform me how I am intended to return my textbook rental that is due back on 12/19/2015 if I am unable to log in and print a return shipping label? I will be using the textbook for one of my classes through mid-December, so I am unable to return it early. Am I to assume that Amazon intends me to shoulder the return-shipping cost, in contradiction to the textbook rental terms? Can I expect that Amazon will charge me the full buyout price of the textbook regardless of what action I take? It seems as such, given Amazon's extra-legal activities to date.

Sincerely,
Richard Thripp

Amazon's rebuttal to my above email, received 9/22/2015. They did not include the Attorney General of Washington on this email:

Hello,

I'm sorry for any inconvenience caused by the closing of your Amazon.com account.

I've reviewed the account and our previous communications with you, and can confirm the decision was a valid one.

Please note this isn't a decision we can reconsider, and we won't be able to issue a refund for the gift card balance.

Regarding textbook rental: You can use the following address to return your Amazon.com Textbook Rental.

Amazon Textbook Rental Returns
1085 Aviation Blvd
Hebron, KY 41048

You must return your rental prior to the scheduled due date in order to avoid any additional

charges. You can return the rental using the carrier of your choice. Since you're not using a pre-paid mailing label provided by Amazon, you'll be responsible for any return shipping fees.

I realize you're upset, and I regret we've been unable to address your concerns to your satisfaction. However, we'll not be able to offer any additional insight or action on these matters, and any further inquiries on this matter won't receive a response.

We appreciate your understanding.

Best regards,
Suresh P.

My complaint to the Attorney General of Florida, sent 9/04/2015:

INTERNET MESSAGE RECEIVED BY THE [FLORIDA] ATTORNEY GENERAL'S OFFICE ON 09/04/2015:

Richard Thripp
[Address]
Ormond Beach, FL 32174
Phone: [Phone]
Email: richard_thripp@falconmail.daytonastate.edu

RE: Amazon, Inc.
1200 12th Ave. South, Ste. 1200
Seattle, WA 98144
Phone: (206) 266-1000
Website: www.amazon.com
Amount Paid: 451.20
Payment Method: Credit Card

Subject: Gift card balance of \$451.20 withheld, possibly illegally

As of 8/25/2015, Amazon has suspended my account with email address richard_thripp@falconmail.daytonastate.edu and refuses to relinquish the existing Gift Card Balance of \$451.20 that was present on my account, despite repeated attempts to contact them via phone and email on 8/26/2015, 8/27/2015, 8/31/2015, 9/01/2015, and 9/04/2015.

From speaking with multiple phone service representatives via calling in at 888-280-4331, I have repeatedly been told my account is "on hold," possibly due to a discrepancy with my billing information or mailing address. I have repeatedly provided my correct name and billing address (which also matches the information on my Amazon account), and have been told I would receive a reply

within 24 hours, but in no case has a reply ever been received.

Amazon has neglected to reply to multiple emails sent by me via their online form at www.amazon.com/gp/help/customer/contact-us .

Amazon provides no legitimate reason for this suspension, nor any timeframe for it being investigated or resolved. I attest that the gift card balance on the account was acquired from legitimate sources and that no illegal activity nor activity that is knowingly in violation of Amazon's terms has occurred on the account. Further, in none of the phone calls with Amazon has Amazon alleged that any of these factors are in question.

No notice of the suspension was given via phone, email, nor postal mail (to date). I am unable to log in to my Amazon account due to receiving the error message "There was an error with your E-Mail/ Password combination. Please try again," which persists even after resetting my Amazon password. Only after my initial call to 888-280-4331 on 8/26/2015 was I informed by a customer service agent that my account is "on hold."

Amazon's response to my complaint to the Attorney General of Florida, received 11/05/2015. Note that it took them 2 months to respond!

1509-37467 FL AGO - Richard Thripp

I'm Mohammad of Amazon.com. I'm responding to Mr. Richard Thripp's subject matter complaint, and copying him for his reference.

I'm sorry for the trouble Mr. Thripp's had in accessing his account.

I'd like to confirm the information Mr. Thripp's received from our Account Specialist team is correct. As noted in our Conditions of Use, in the section, "Your Account": "Amazon reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion."

Mr. Thripp can review our Conditions of Use here:

www.amazon.com/conditionsofuse

Due to the proprietary nature of our business, we're unable to discuss with Mr. Thripp, and the decision to close his account is a final one.

Regarding gift card balance: At this time we may not be able to issue a refund to Mr. Thripp for his gift card balance.

I hope this helps.

Best regards,

Mohammad
Thank you.
Amazon.com

I also filed a complaint with the Consumer Financial Protection Bureau on 9/04/2015, but received a reply indicating that they do not handle issues with gift cards. Please let me know if you want a copy of this correspondence. The CFPB did not contact Amazon at all.

My complaint to the Better Business Bureau, sent 9/24/2015:

BBB of Alaska, Oregon & Western Washington (DuPont, WA)
Complaint #: 10830673

Complaint Detail / Problem
Complaint Type: Customer Service Issues

Problem:

Amazon has terminated my customer account and acknowledges, but refuses to refund, the gift card balance on the account of \$451.20. Amazon has stated that they will not discuss the reason for my account being terminated due to the "proprietary" nature of their business, that their decision to withhold the gift card balance is final, and that they will not respond to any further contact from me. They actually have the nerve to say on record to the Attorney General of Washington that my account termination and the failure to remit my gift card balance is valid under the section of their Conditions of Use saying "Amazon reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion." I have received nothing but misdirection, obfuscation, rudeness, and patronizing statements in reply to numerous emails and calls to Amazon since noticing my account was rendered inaccessible as of 8/25/2015.

Desired Resolution / Outcome
Desired Resolution: Refund

Desired Outcome:

I request a refund of \$451.20 for my gift card balance. I also request a textbook return shipping label for my outstanding textbook rental, due back 12/19/2015. Amazon is in violation of their textbook rental terms, since it was advertised that they pay for the return shipping, but Amazon has said on record that I will be responsible for the return shipping costs due to my account being terminated.

Complaint Background [Blank fields removed]

Not all of these questions are required. Please provide as much information as you have.

1. Product/Service Purchased: Gift card balance
 5. Purchase Date: 7/15/2015
 6. Date Problem First Occurred: 8/25/2015
- Dates you complained to the company/organization
7. First Date: 8/26/2015
 8. Second Date: 8/31/2015
 9. Third Date: 9/4/2015
 17. Purchase Price: \$451.20
 18. Disputed Amount: \$451.20

Amazon's response to my complaint to the Better Business Bureau, received 9/27/2015.

Your Amazon.com Inquiry - BBB Complaint ID: 10830673
Message From Customer Service

Hello Richard,

I'm Suresh of Amazon.com. I'm writing in response to a complaint filed on your behalf by the Better Business Bureau BBB - I've provided the BBB with a copy of this message.

I'm sorry for any inconvenience caused by the closing of your Amazon.com account.

I've reviewed the account and our previous communications with you, and can confirm the decision was a valid one.

Please note this isn't a decision we can reconsider, and we won't be able to issue a refund for the gift card balance.

Regarding textbook rental: You can use the following address to return your Amazon.com Textbook Rental.

Amazon Textbook Rental Returns
1085 Aviation Blvd
Hebron, KY 41048

You must return your rental prior to the scheduled due date in order to avoid any additional charges. You can return the rental using the carrier of your choice. Since you're not using a pre-paid mailing label provided by Amazon, you'll be responsible for any return shipping fees.

I realize you're upset, and I regret we've been unable to address your concerns to your satisfaction. However, we'll not be able to offer any additional insight or action on these matters,

and any further inquiries on this matter will not receive a response.

We appreciate your understanding.

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Information received: 9/24/2015

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Consumer Information

Richard Thripp

[Address]

Ormond Beach , FL 32174

[Phone]

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Complaint filed against:

NAME: Amazon.com

BBB MEMBER: YES

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Case Description: Amazon has terminated my customer account and acknowledges, but refuses to refund, the gift card balance on the account of \$451.20. Amazon has stated that they will not discuss the reason for my account being terminated due to the "proprietary" nature of their business, that their decision to withhold the gift card balance is final, and that they will not respond to any further contact from me. They actually have the nerve to say on record to the Attorney General of Washington that my account termination and the failure to remit my gift card balance is valid under the section of their Conditions of Use saying "Amazon reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion." I have received nothing but misdirection, obfuscation, rudeness, and patronizing statements in reply to numerous emails and calls to Amazon since noticing my account was rendered inaccessible as of 8/25/2015.

Desired Resolution: I request a refund of \$451.20 for my gift card balance. I also request a textbook return shipping label for my outstanding textbook rental, due back 12/19/2015. Amazon is in violation of their textbook rental terms, since it was advertised that they pay for the return shipping, but Amazon has said on record that I will be responsible for the return shipping costs due to my account being terminated.

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Best regards,

Suresh P.

Thank you.
Amazon.com

My rebuttal to the above reply from Amazon, sent 9/28/2015 to the BBB:

Latest correspondence: I am rejecting this response because:

This response is identical to the response that Amazon.com, Inc. provided to the Washington Attorney General's office.

It is NOT acceptable, because Amazon.com, Inc. has no legal basis to steal my gift card balance of \$451.20.

Furthermore, Amazon.com, Inc. has declined to provide further information justifying their decision.

Many of the gift cards that I had applied to my account were purchased by me, and it would be possible for me to provide bank statements and compile a comprehensive list of gift card codes and sources, with several hours of work. This process is made much harder based on the fact that Amazon has terminated my account and willfully removed all access to my gift card redemption history and all other account-related information, in an effort to obstruct my ability to construct my case. However, Amazon retains all information and records for their benefit.

Recently, I tried calling into Amazon's corporate office (no one there will help my, anyway) on a recorded line. Once announcing I was on a recorded line, I was informed their policy is to reject all such calls. However, they record every call and announce as such. This is hypocritical and is one of many examples of Amazon's attempts to create an uneven playing field for their benefit.

Please request a satisfactory response from Amazon.com, Inc. on my behalf. I am willing to take this to small claims court, though I would prefer to avoid the hassle if Amazon.com, Inc. will just be reasonable about this.

Amazon's rebuttal to my above email, received 9/28/2015:

Hello Richard,

I'm writing in response to a complaint filed on your behalf by the Better Business Bureau BBB - I've provided the BBB with a copy of this message.

I understand that you want us to provide the exact information justifying our decision.

As noted in our Conditions of Use, in the section, "Your Account": "Amazon reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole

discretion."

You may review our full Conditions of Use by selecting the link below:

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

Due to the proprietary nature of our business, we're unable to discuss with you, and the decision to close your account is a final one.

I realize you're upset, and I regret we've been unable to address your concerns to your satisfaction. However, we'll not be able to offer any additional insight or action on these matters, and any further inquiries on this matter will not receive a response.

We appreciate your understanding.

Best regards,
Suresh P.
<http://www.amazon.com>

At this time, the BBB of Alaska, Oregon & Western Washington closed my case, with a note saying that the customer remains unsatisfied.

A letter sent by me to Amazon via postal mail and fax on 10/05/2015.

Please note that while I did not have pending litigation nor a subpoena, I made these requests without alleging to have pending litigation nor a subpoena, which is not illegal.

Monday, October 5, 2015

From: Richard Thripp
[Address]
Ormond Beach, FL 32174

To: Amazon.com, Inc. (or: Amazon Services, LLC)
Amazon Legal Department
P.O. Box 81226
Seattle, WA 98108
Fax: 206-266-7010

Request for admission

Amazon.com, Inc. is asked to admit, under oath, that the following statements are factual:

1.) The Amazon.com account held by Richard Thripp with email address richard_thripp@falconmail.daytonastate.edu, has been terminated without recourse by Amazon.com, Inc., and that it contained an Amazon.com Gift Card balance of \$451.20 which Amazon refuses to refund.

2.) The Amazon.com account held by Richard Thripp with email address thrippr@daytonastate.org, has been terminated without recourse by Amazon.com, Inc., and that it contained an Amazon Local Register balance of \$38.02 which Amazon refuses to refund.

3.) Amazon.com believes the above actions to be legitimate based on the following:

"As noted in our Conditions of Use, in the section, 'Your Account': 'Amazon reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.'" - Suresh Potnuru, Amazon.com, Inc., 9/29/2015, in communication with the Better Business Bureau of Alaska, Oregon & Western Washington in regards to Complaint #10830673.

4.) Amazon refuses to discuss the matter due to the following reason:

"Due to the proprietary nature of our business, we're unable to discuss with you, and the decision to close your account is a final one." - Suresh Potnuru, Amazon.com, Inc., 9/29/2015, in communication with the Better Business Bureau of Alaska, Oregon & Western Washington in regards to Complaint #10830673.

Request for production of evidence

Amazon.com, Inc., is requested to provide the following evidence:

1.) Complete gift card balance and redemption history relating to the Amazon.com account: richard_thripp@falconmail.daytonastate.edu

2.) Complete order history relating to the Amazon.com account: richard_thripp@falconmail.daytonastate.edu

3.) Any pertinent details or case files relating to the Amazon.com account: richard_thripp@falconmail.daytonastate.edu

4.) Complete Amazon Local Register transaction history relating to the Amazon.com account: thrippr@daytonastate.org

5.) Any pertinent details or case files relating to the Amazon.com account: thrippr@daytonastate.org, including relating to the removal of Amazon Local Register selling privileges on 5/16/2015, and related to the "90-day hold" placed on the balance, particularly information indicating that this hold was not supposed to be a permanent forfeiture.

You may respond via postal mail to RICHARD THRIPP; [ADDRESS]; ORMOND BEACH FL 32174, or via email reply to the above-named email addresses. Please respond in a timely manner.

Sincerely,

Richard Thripp

Vanessa Soriano Power, counsel for Amazon.com, Inc.'s response to my above letter, received 10/27/2015 via email:

STOEL RIVES, LLP, ATTORNEYS AT LAW

VANESSA SORIANO POWER
Direct (206) 386-7553
vanessa.power@stoel.com

October 27, 2015
VIA E-MAIL THRIPPR@DAYTONASTATE.ORG

Richard Thripp
[Address]
Ormond Beach, FL 32174

Re: Document Requests

Dear Mr. Thripp:

I am counsel for Amazon.com, Inc. ("Amazon"). Please direct future correspondence on this matter, except original process, to my attention.

I am writing in response to your letter dated October 5, 2015. If I understand correctly, you are seeking formal discovery from Amazon in the form of requests for admission as well as the production of documents. To be clear, unless a subpoena is issued or a claim is pending, Amazon is under no obligation to respond to your request for admissions and documents.

At the same time, Amazon is certainly open to discussing the nature of your concerns and how to reach resolution. To that end, please give me a call at your convenience so that we can discuss.

Very truly yours,
Vanessa Soriano Power

On 10/27/2015, I called 206-386-7553 and set up a phone appointment with Ms. Power for 6:00 PM Eastern Time on 10/30/2015, through her Practice Assistant, Leslie D. Lomax. When Ms. Power called me on 10/30/2015, I immediately announced she was on a recorded line, which she refused to consent to. I said I would conduct further communication by email.

My email to Vanessa Soriano Power, counsel for Amazon.com, Inc., sent 10/30/2015, which was ignored:

Hello,

I am interested in discussing a resolution to my complaint against Amazon.com, Inc. However, I will not discuss via phone unless I may record the call, which Vanessa Power has declined.

I would be happy to discuss via email in this case.

Please let me know what kind of resolution you are looking to discuss.

Thank you,
Richard Thrupp

On 11/11/2015, I called Leslie D. Lomax, Practice Assistant to Vanessa Soriano Power, at 206-689-8755. I spoke with Ms. Lomax, asking her to ask Ms. Power to return my emails or phone calls, which she said she would do. However, Ms. Power made no responses after our 10/30/2015 phone call, as of 1/23/2016.

My email to Vanessa Soriano Power, counsel for Amazon.com, Inc., sent 12/22/2015, which was ignored:

Hello,

Please see my prior complaint which was responded to by Ms. Powers on 10/27/2015.

I am concerned that Amazon.com has attempted to charge my credit card for my textbook rental being "overdue" even though the textbook was received by Amazon (with delivery confirmation) prior to the return deadline.

This is in respect to order # 002-0522516-6033864 for the "Learning & Instruction" textbook.

The USPS tracking # is 9449009699937147766157 and I have documentation that the textbook was delivered to Amazon.com on December 15, 2015, at 7:57 am. I also have photo evidence of the textbook being in acceptable condition, and I included a print-out of the email with the order

in the box.

Please note that it will reflect very badly on Amazon.com, Inc. if they send this to collections. You have received the textbook, and even if you had not, you have my \$451.20 gift card balance to hold any charges against. However, I did return the textbook, so it is very distressing that I am receiving emails indicating I have not returned the textbook.

I have attached evidence indicating the textbook return.

Sincerely,
Richard Thripp

An email received from Amazon on 1/06/2016, regarding my Amazon textbook rental:

Your Amazon Textbook Rental is past due

Update your credit card information
Order #: 002-0522516-6033864

Dear Richard Thripp,

Your textbook rental is past due and your credit card is no longer valid. Please update your credit card immediately.

If you do not update your credit card, your Amazon.com account could be suspended, preventing you from placing future orders with Amazon.

[Update Credit Card]

Learning and Instruction (2nd Edition)
Rented from: RentU

My notes and tracking information regarding my Amazon textbook rental:

The above textbook was due to be returned on 12/19/2015. Note that my Amazon.com account is *already* suspended, but Amazon continues to send emails such as the above email, even though clicking "Update Credit Card" will not work, because it prompts me to log into my account, which is impossible.

I shipped the textbook to them via USPS Media Mail with tracking on 12/10/2015, paying \$3.72 for the shipping label myself, even though Amazon's Textbook Rental agreement indicates they are obliged to pay for return shipping, and even though I already paid \$5.98 for shipping when I

ordered the textbook on 8/10/2015.

Since I was unable to log into my Amazon account, I printed the textbook rental confirmation email and included it, which includes the order # 002-0522516-6033864. The USPS tracking # is 9449009699937147766157, and I have confirmation that it was delivered to Amazon Textbook Rental Returns; 1085 Aviation Blvd.; Hebron, KY 41048-9392 at 7:57 AM on 12/15/2015. However, Amazon continues to claim that my textbook is overdue in the above email from 1/06/2016, and no resolution has been provided as of 1/23/2016.

My allegations attached to my small claims suit filed as "RICHARD THRIPP" versus "JEFFREY PRESTON BEZOS, C. E. O. OF AMAZON.COM, INC." in the County Court of the Seventh Judicial Circuit in and for Volusia County, Florida, for the amount of \$492.94, on 1/08/2016, Case # 2016 30054 COCI:

Amazon.com, Inc. has banned my customer accounts as of 8/25/2015 and seized existing balances on these accounts:

richard_thripp@falconmail.daytonastate.edu — **\$451.20 Amazon Gift Card balance**
thrippr@daytonastate.org — **\$38.02 Amazon Local Register balance**

Amazon.com, Inc. has responded to my complaints with the Florida Attorney General's office, the Washington Attorney General's office, and the Better Business Bureau with statements such as these:

"I'd like to confirm the information Mr. Thripp's received from our Account Specialist team is correct. As noted in our Conditions of Use, in the section, 'Your Account': 'Amazon reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.'" – **Mohammad of Amazon.com, 11/05/2015**

"I'm sorry for any inconvenience caused by the closing of your Amazon.com account. I've reviewed the account and our previous communications with you, and can confirm the decision was a valid one. Please note this isn't a decision we can reconsider, and we won't be able to issue a refund for the gift card balance." – **Suresh Potnuru of Amazon.com, 9/27/2015**

Gift card balances and PayPal-like accounts are protected by law. It is not legal for any corporation in the United States to use Conditions of Use as a method of seizing these balances.

Mr. Thripp had an outstanding textbook rental on his account, richard_thripp@falconmail.daytonastate.edu, when it was banned. Amazon's Textbook Rental Agreement says they provide a return shipping label, which was not offered to Mr. Thripp. He additionally requests his postage of \$3.72 to return this textbook (USPS tracking # 9449 0096 9993 7147 7661 57, delivered 12/15/2015 to 1085 Aviation Blvd., Hebron, KY 41048).

The total amount of Mr. Thripp's small claims suit is **\$492.94** and includes the **\$451.20** Amazon Gift Card balance, the **\$38.02** Amazon Local Register balance, and **\$3.72** of postage costs for the return of a rented textbook which Amazon refused to provide a postage-paid label for, contrary to their Textbook Rental Agreement.

Notes and quotes regarding the failed attempt to serve Amazon.com, Inc. with the summons for case # 2016 30054 COCI on 1/13/2016:

Having paid the court in Volusia County, FL \$80.00 to file my suit and \$10.00 to send a Summons, Notice to Appear for Pretrial Conference, Statement of Claim, and my check for \$65.00 to the King County, WA Sheriff's Office, Civil Process Unit to serve the suit against Mr. Bezos, Deputy Sheriff Alan Kelley called me from King County, WA on the morning of 1/13/2016, saying that he would never be able to gain access to Jeffrey Preston Bezos, nor would he be able to gain access to the following individuals I listed in the "Service Contact Information Sheet" provided by me, under the "Additional Information to assist us with service" section:

"If Bezos cannot be located, may also serve to: STEPHANIE BURNS, Legal Director; MICHAEL ROTH, V.P. North American Operations; or JOHN FELTON, V.P. Finance. PLEASE return notarized (I have included the \$10.00 fee)."

As such, I asked if he could serve the summons on the Amazon.com, Inc. Legal Department instead, which he said he could attempt, and did not require written permission from me to do so.

On 1/19/2016, I received a NON-SERVICE NOTICE in the mail from the King County, WA Sheriff's Office, Civil Process Unit, dated 1/13/2016, saying that Alan Kelley attempted to serve the summons to the Amazon.com, Inc. legal department at 2021 SEVENTH AVENUE, SEATTLE, WA 98121 at 10:15 AM Pacific Time on 1/13/2016, but:

"Notes: Amazon Legal declined to accept service for listed employee (Paralegal Adrian Garver). Must list Amazon.com, Inc. Legal Department not authorized to accept service on behalf of any employee. No further attempts."

Conclusion

The pretrial conference is at 9:00 AM Eastern Time in Daytona Beach, FL on 2/02/2016, but I wasn't able to serve Mr. Bezos nor Amazon.com, Inc. with the summons. A paralegal for Amazon's legal department presented the argument that JEFFREY PRESTON BEZOS, C. E. O. OF AMAZON.COM, INC. is an employee of Amazon.com, Inc., and that the legal department cannot accept a summons on behalf of an employee.

I do not believe this argument is legally sound.

However, if correct, it may require filing a new suit against "AMAZON.COM, INC." and serving a new summons, at additional expense. Even if I win in small claims court, given Amazon's past behavior, collecting on the debt may be quite difficult.

At all times, Amazon.com, Inc. maintains a monopoly on information—since 8/25/2015, I have been locked out of my Amazon accounts and am unable to view gift card balance, balance history, order history, etc.; Amazon also refuses to provide any meaningful explanation for their actions.

Amazon blacklists customer accounts in a way which purposely obscures they are blacklisted: the only error message displayed is "There was an error with your E-Mail/ Password combination. Please try again." Amazon Customer Service agents are unaware of the blacklisting, and state that an "Account Specialist" will get back to you within 24 hours, which never happens. Amazon continues to send emails and advertisements asking blacklisted customers to log into their accounts. These actions constitute deceptive business practices.

I believe that the behavior of Amazon.com, Inc. with respect to my \$451.20 Amazon Gift Card balance and \$38.02 Amazon Local Register balance is manifestly illegal, bordering on comically so. I would appreciate whatever help or publicity you can provide, Mr. Elliott.

Sincerely,
Richard Thripp