

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Case Type: Breach of Contract

SolutionTech, Inc., Lifetimegears, Inc.,
Greatworldtech, Inc., Qualicomp, Inc.,
Alphashop, Inc., BestofLife Inc., Discounts,
Inc., Easybuy, Inc., and Bargainelectronics,
Inc.,

Plaintiffs,

vs.

Amazon Corporate, LLC d/b/a
Amazon.com, Amazon Payments, Inc.,

Defendants.

SUMMONS

TO: Amazon Corporate, LLC d/b/a Amazon.com, DESCHUTES WAY SW
STE 304, TUMWATER, WA 98501

1. YOU ARE BEING SUED. The Plaintiffs have started a lawsuit against you. The Plaintiffs' Complaint against you is attached to this summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this summons.

2. YOU MUST REPLY WITHIN 20 DAYS TO PROTECT YOUR RIGHTS. You must give or mail to the person who signed this summons a **written response** called an Answer within 20 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this summons located at:

ALDEN LAW LLC

Charlie R. Alden, Reg. No. 0389896
310 4th Ave. S.
Suite 8000
Minneapolis, MN 55415
c.aldenlawoffice@gmail.com
P: 612-990-2484
F: 612-806-0585

Exhibit 1

3. YOU MUST RESPOND TO EACH CLAIM. The Answer is your written response to the Plaintiffs' Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiffs should not be given everything asked for in the Complaint, you must say so in your Answer.

4. YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS. If you do not Answer within 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiffs everything asked for in the Complaint. If you do not want to contest the claims stated in the complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the complaint.

5. LEGAL ASSISTANCE. You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.**

6. ALTERNATIVE DISPUTE RESOLUTION. The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

Dated: August 28, 2015

ALDEN LAW

By: /s/ Charlie R. Alden

Charlie R. Alden, Attorney at Law

Flour Exchange Building

310 4th Ave. S.

Suite 8000

Minneapolis, MN 55415

612-806-0585 | Fax

612-455-6237 | Office

612-990-2484 | Cell

www.caldenlaw.com

c.aldenlawoffice@gmail.com

ATTORNEYS FOR PLAINTIFF

ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorney's fees may be awarded pursuant to Minn. Stat. § 549.21 to the party against whom the allegations in this pleading are asserted.

August 28, 2015

Charlie R. Alden
Charlie R. Alden

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: Breach of Contract

SolutionTech, Inc., Lifetimegears, Inc.,
Greatworldtech, Inc., Qualicomp, Inc.,
Alphashop, Inc., BestofLife Inc.,
Discounts, Inc., Easybuy, Inc., and
Bargainelectronics, Inc.,

Plaintiffs,

vs.

Amazon Corporate, LLC d/b/a
Amazon.com, Amazon Payments, Inc.,

Defendants.

COMPLAINT

Plaintiff SolutionTech, Inc., Lifetimegears, Inc., Greatworldtech, Inc., Qualicomp, Inc., Alphashop, Inc., BestofLife Inc., Discounts, Inc., Easybuy, Inc., and Bargainelectronics, Inc. (collectively, "Plaintiffs"), for their Complaint against Defendants Amazon Corporate LLC d/b/a Amazon.com, Inc., Amazon Payments, Inc., (collectively "Defendants" or "Amazon") hereby state and allege as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff SolutionTech, Inc. is a Minnesota corporation with its principal place of business in the state of Minnesota.
2. Plaintiff Lifetimegears, Inc. is a Minnesota corporation with its principal place of business in the state of Minnesota.
3. Plaintiff Greatworldtech, Inc. is a Minnesota corporation with its principal place of business in the state of Minnesota.

4. Plaintiff Qualicomp, Inc. is a Minnesota corporation with its principal place of business in the state of Minnesota.

5. Plaintiff Alphashop, Inc. is a Minnesota corporation with its principal place of business in the state of Minnesota.

6. Plaintiff BestofLife Inc. is a Minnesota corporation with its principal place of business in the state of Minnesota.

7. Plaintiff Discounts, Inc. is a Minnesota corporation with its principal place of business in the state of Minnesota.

8. Plaintiff Easybuy, Inc. is a Minnesota corporation with its principal place of business in the state of Minnesota.

9. Plaintiff Bargainelectronics, Inc. is a Minnesota corporation with its principal place of business in the state of Minnesota.

10. Defendant Amazon Corporate LLC is a Delaware corporation believed to be doing business as Amazon.com.

11. Defendant Amazon Payments Inc. is a Delaware corporation that, upon information and belief, is a wholly-owned subsidiary of Amazon.com, Inc., providing payment processing for purchases made on Amazon.com's online platform.

12. Jurisdiction and venue are proper in this court because a substantial part of the incidents giving rise to the claims occurred in Hennepin County. Furthermore, both Defendants do business in this jurisdiction and venue and are subject to suit here.

FACTUAL BACKGROUND

13. Plaintiffs are Minnesota businesses primarily engaged in the business of importing and selling electronic devices manufactured in China.

14. Plaintiffs each individually registered for and acquired status as authorized Amazon webstore sellers, using Amazon.com's website or platform, through which Plaintiffs could sell products and have them shipped through Amazon.com from their Chinese manufacturers.

15. In registering for said status as web store merchants, Plaintiffs entered into a contract with Amazon.com, pursuant to which Amazon.com would take a small percentage of the value of the goods and merchandise sold by Plaintiffs, and the remaining amount would be remitted to Plaintiffs after the product had been received by the end-user consumer.

16. Registration as an authorized seller using the Amazon webstore platform is a simple matter that is designed to appeal to individuals and small businesses. Amazon has the upper-hand in the transaction, none of the terms are negotiable, and registration is accomplished by filling out dialog boxes and a contract of adhesion on Amazon's website.

17. Thus, none of the Plaintiffs had any opportunity or ability to negotiate any of the terms of their agreement with Amazon.

18. Plaintiffs were paid by Amazon Payments, which is upon information and belief a wholly-owned subsidiary of Amazon Corporate LLC, and is believed to provide all payment processing functions for payments made to companies utilizing the webstore platform for selling products to end-user consumers.

19. Plaintiffs began selling their electronic merchandise through Amazons webstore selling platform beginning at various times in 2013. Defendants have shut down all of Plaintiffs' accounts, so Plaintiffs no longer have access to their registration information.

20. Plaintiffs continued selling merchandise through the platform in 2014, however in approximately October 2014, Amazon notified the Plaintiffs that they were terminating their status as webstore sellers, and Plaintiffs would no longer be authorized to sell their merchandise through the platform.

21. In early 2015, despite having received notification from Amazon payments that their online store accounts had been terminated, and that they would not receive any further remittances from sales made to end-user consumers online, each of the individual Plaintiffs received 1099s from Amazon payments purporting to show monies that were remitted to Plaintiffs pursuant to the contract between Amazon and the Plaintiffs.

22. The amounts showing on the 1099s, for which Plaintiffs are expected to pay taxes, and which monies, upon information belief, Amazon has received from the end-user consumers and unlawfully holding for itself, are as follows:

COMPANY	AMOUNT SHOWN ON 1099
Solutiontech, Inc. 6140 Quinwood Ln. N. Apt 4105 Plymouth, MN 55442-1294	\$245,348.29
Lifetimegears, Inc. 4190 Vinewood Ln. N. 111-198 Plymouth, MN 55442	\$108,099.19
Greatworldtech, Inc. 8014 Highway 55 Unit 476 Golden Valley, MN 55427-4712	\$108,716.05
Qualicomp Inc. 6140 Quinwood Ln. N. Apt. 4105 Plymouth, MN 55442-1294	\$107,452.87
Alphashop Inc. 5021 Vernon Ave. Unit 239 Edina, MN 55436	\$96,164.25
BestofLife, Inc. 135-512 574 Prairie Center Dr. Eden Prairie, MN 55433	\$83,230.25
Discounts, Inc. 13570 Grove Drive #247	\$43,617.61

Maple Grove, MN 55311	
Easybuy, Inc. 8014 Olson Memorial Hwy #437 Golden Valley, MN 55427	\$40,203.72
Bargain Electronics, Inc. 7964 Brooklyn Blvd #155 Brooklyn Park, MN 55445	\$36,366.11
TOTAL OWED	\$761,745.47

23. Plaintiffs have each incurred tax liability, resulting in taxes paid to Minnesota state and federal governments, which were reported as due and owing, despite never having received the monies from Amazon.

24. The monies that are being held by Amazon is money that Amazon received directly pursuant to the sales efforts and money spent by Plaintiffs, and yet none of the money has been received by the individual plaintiffs.

LEGAL CLAIMS

Count I (Breach of Contract)

25. Plaintiffs incorporate the preceding paragraphs by reference as though fully stated herein.

26. Plaintiffs and Defendants were parties to a contract pursuant to which both sides provided consideration and both sides owed duties and obligations to one another.

27. Plaintiffs provided consideration under the contract by selling products from which Amazon made money.

28. Defendants were required to remit the money to Plaintiffs after they received from end-user consumers.

29. Instead of remitting the money, Defendants kept all of the monies and to date have not paid any of it.

30. As a result of Defendants' breach of the agreement, Plaintiffs have been damaged in an amount in excess of \$750,000, to be determined with specificity at trial.

Count II (Unjust Enrichment (in the alternative))

31. Plaintiffs restate the allegations in the paragraphs above as though fully restated herein.

32. As stated above, Defendants are currently in possession of \$761,745.47 which was received by Defendants as a direct result of the efforts expended by Plaintiffs in procuring the merchandise and relationships with the manufacturers in China.

33. Plaintiffs have expended time, effort, skill and money in procuring the merchandise and the relationships, which has come at considerable time and expense to the Plaintiffs.

34. Defendants have kept all of the monies received from the sale of Plaintiffs' merchandise from end-user consumers which amount is at least \$761,745.47.

35. It would be unfair and unjust to allow Defendants to keep all of this money without remitting any to Plaintiffs.

36. As a result of Defendants' unjust enrichment from keeping the monies, Plaintiffs have been damaged in an amount in excess of \$750,000, to be determined with specificity at trial.

Count III (Promissory Estoppel (in the alternative))

37. Plaintiffs restate the allegations in the paragraphs above as though fully restated herein.

38. In the alternative to the breach of contract count above, Defendants promised to Plaintiffs that if Plaintiffs sold certain products, Defendants would remit a certain

percentage of the sales to Plaintiffs and keep a small amount for facilitating the transaction.

39. Plaintiffs relied on the representations, and acted upon that reliance by purchasing product from manufacturers in China, and selling the product on Amazon.com's web store platforms.

40. Defendants broke their promise by failing to remit the money that Plaintiffs were owed.

41. As a result of their reliance on Defendants' promises, Plaintiffs have been damaged in an amount in excess of \$750,000, to be proved with specificity at trial.

Count IV (Constructive Trust)

42. Plaintiffs restate the allegations in the paragraphs above as though fully restated herein.

43. Defendants are in possession of at least \$761,745.47, which amount has been received directly due to the efforts and payments made by Plaintiffs.

44. Ownership of the sum is disputed between the two parties. Pending the results of this litigation to determine title to the monies in dispute between Plaintiffs and Defendants, plaintiffs respectfully request that the court order Defendants to put the entire sum of disputed monies into a constructive trust with the court pending resolution of this lawsuit.

Count V (Accounting)

45. Plaintiffs restate the allegations in the paragraphs above as though fully restated herein.

46. Defendants are in possession of it at least \$761,745.47, which amount has been

received directly due to the efforts and payments made by Plaintiffs.

47. Plaintiffs are entitled to an accounting of the full amount received by Defendants, and the full amount that plaintiffs are over pursuant to the contract with Defendants.

WHEREAS, Plaintiffs pray for an order from the Court granting the following relief:

1. Pending resolution of this lawsuit, order Defendants to put the sum of \$761,745.47 into a trust to be deposited with the court until a decision is rendered with respect to title over the funds;
2. Ordering an accounting pursuant to which, Defendants must provide all of the payment information from end-user consumers and disclose the Plaintiffs and the court how much money has been received through Plaintiffs' efforts and sales;
3. Ordering Amazon to repay Plaintiffs \$761,745.47, plus interest, costs, attorney fees, and any other relief permitted by law;
4. Finding that Defendants are liable to the Plaintiffs under theories of breach of contract, unjust enrichment, and promissory estoppel; and
5. Any other relief the Court deems just and proper.

Dated: August 28, 2014

ALDEN LAW

By: /s/ Charlie R. Alden

Charlie R. Alden, Attorney at Law

Flour Exchange Building

310 4th Ave. S.

Suite 8000

Minneapolis, MN 55415

612-806-0585 | Fax

612-455-6237 | Office

612-990-2484 | Cell

www.caldenlaw.com
c.aldenlawoffice@gmail.com

ATTORNEYS FOR PLAINTIFF

ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorney's fees may be awarded pursuant to Minn. Stat. § 549.21 to the party against whom the allegations in this pleading are asserted.

August 28, 2015

Charlie R. Alden
Charlie R. Alden