

**EXHIBIT A**

----- Forwarded Message -----

**From:** "[Michael\\_Olinik@casd.uscourts.gov](mailto:Michael_Olinik@casd.uscourts.gov)" <[Michael\\_Olinik@casd.uscourts.gov](mailto:Michael_Olinik@casd.uscourts.gov)>

**To:** [ishay\\_shen@yahoo.com](mailto:ishay_shen@yahoo.com); [aanderson@rmkb.com](mailto:aanderson@rmkb.com)

**Sent:** Tuesday, July 9, 2013 2:44 PM

**Subject:** Sen v. Amazon.com, 12-cv-2878

Ms. Sen and Mr. Anderson:

As discussed today with the Judge, please find attached a copy of the Settlement Agreement signed this morning and a copy of the Order entered today. Please let me know if you have any further questions. Thank you.  
(See attached file: Copy of Signed Agreement.pdf)(See attached file: July 9 2013 Order Setting Settlement Disposition.pdf)  
Very Truly Yours,

Michael G. Olinik  
Law Clerk to the Hon. Bernard G. Skomal  
Southern District of California

### Settlement Memorandum of Understanding

In the matter of *Sen v. Amazon; 12cv2878 (BGS)*, the undersigned have agreed to a settlement on the following material terms and conditions, all of which are set forth herein:

1. Payment in the sum of \$ None By:

To: As follows:

2. A release of all claims, including C.C.P. § 1542 waiver, and a dismissal with prejudice of the above entitled action;

3. The Court to retain jurisdiction to enforce the settlement for a period of 1 year;

4. The parties will consent to the magistrate judge's jurisdiction for enforcement of the settlement/all further action in the case;

5. The settlement shall be confidential;

6. Each side will bear its own costs and fees.

7. If in future, plaintiff discovers any further issues related the Baiden matter with Amazon.com, you can work with Amazon.com directly thru copyright@amazon.com with a cc to AMeta@amazon.com you may also call Allan Anderson at 213-312-2048 (Also in section 8).

8. In the event you terminate with Amazon.com you will provide written notice advising the not 3d parties are selling the product, that you have the valid mark and subject to good faith confirmation, Amazon.com will agree not to use "Baiden" in text of sponsored links, nor "Baiden" key words within 30 days of notice

9. Amazon to prepare log from search, subject to mutual consent. otherwise this agreement is void.

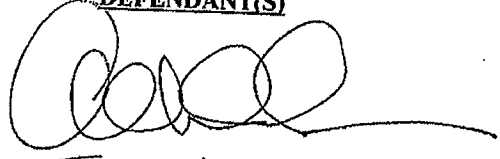
10. I acknowledge and agree that this settlement was made before the Court and is binding and judicially enforceable.

DATE: 7/9/2013

PLAINTIFF(S)



DEFENDANT(S)



**EXHIBIT B**

**Anderson, Barbara**

---

**From:** Anderson, Allan E.  
**Sent:** Wednesday, August 14, 2013 3:30 PM  
**To:** Ayse Sen (Baiden@ancientexfoliation.com)  
**Cc:** Anderson, Barbara; Cabada, Deanna  
**Subject:** Settlement Agreement  
**Attachments:** Settlement Agreement.pdf

Hello Ms. Sen,

Attached is the settlement agreement we discussed. Please review and sign at your earliest convenience. Sorry for the delay in getting this to you. I changed firms on 8/8.

Best,

**Allan E. Anderson**  
Partner

Arent Fox LLP | Attorneys at Law  
Gop Company Tower  
575 West 57th Street, 40th Floor  
Los Angeles, CA 90013  
213.443.7733 DIRECT | 213.629.7401 FAX  
[allan.anderson@arentfox.com](mailto:allan.anderson@arentfox.com) | [www.arentfox.com](http://www.arentfox.com)

CONFIDENTIAL NOTICE: This e-mail and any attachments are for the exclusive and confidential use of the intended recipient. If you received this in error, please do not read, distribute, or take action in reliance upon this message. Instead, please notify us immediately by return e-mail and promptly delete this message and its attachments from your computer system. We do not waive attorney-client or work product privilege by the transmission of this message.

## CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE

The parties to this Confidential Settlement Agreement and Mutual Release (the "Agreement") are Ayse Sen ("Ms. Sen") and Amazon.com, Inc. ("Amazon"). On December 4, 2012, Ms. Sen filed her Complaint against Amazon in the United States District Court for the Southern District of California, Case No. 12-cv-2878-AJB ("the Lawsuit"). This Agreement is not an admission of liability on the part of any party hereto, but instead has been reached in an effort to compromise disputed claims. This Agreement reflects the parties' intent to settle any disputes that may exist between them relating to the allegations in the Lawsuit, on the following terms and conditions:

1. Within five business day of the execution of this Agreement, the parties will sign and file a stipulation of dismissal with prejudice of the Lawsuit. Each party will bear its own fees and costs. The parties will cooperate in good faith to secure the dismissal of the Lawsuit as needed.
2. Ms. Sen represents that the product that is the subject of the Lawsuit, the Baiden Mitten, is available for sale on Amazon.com, either by Ms. Sen directly or through third parties, as of the date she executes this Agreement. If at any time in the future the Baiden Mitten permanently ceases to be available on Amazon.com, Ms. Sen will provide written notice to Amazon that the Baiden Mitten has ceased to be available on Amazon.com, and requesting that Amazon not use "Baiden" in the text of sponsored links or as a keyword on third-party search engine websites (e.g., Google, Bing or Yahoo). Subject to good faith confirmation that the Baiden Mitten is no longer available for sale through Amazon.com, Amazon will within 20 days of its receipt of the notice, discontinue any use of "Baiden" in the text of sponsored links or as a keyword on third-party search engine websites.
3. If, at any time, Ms. Sen believes in good faith that Amazon is in violation of any of her rights under trademark law, Ms. Sen will notify Amazon of such violation by e-mail addressed to [copyright@amazon.com](mailto:copyright@amazon.com) with a cc to Anne Tarpey, at [anneta@amazon.com](mailto:anneta@amazon.com), and may also call Allan Anderson at 213-443-7683.
  - a. The notice should provide reasonable detail to allow Amazon to identify the nature of the alleged violation. Specifically, the

notice should reference this Agreement, set forth the specific listing(s) or sponsored link(s) alleged to be infringing, and any other information that Ms. Sen believes in good faith might assist Amazon or a third-party seller in its evaluation of the claim.

4. Enforcement of the notice procedure in paragraphs 2 and 3 shall constitute Ms. Sen's sole and exclusive remedy against Amazon. Specifically, Ms. Sen waives any claims for damages or attorney fees against Amazon in the Lawsuit. The Court will retain jurisdiction to enforce this settlement for one year. The Parties consent to the Magistrate Judge's jurisdiction for enforcement of this Agreement or any other dispute or action relating to the Lawsuit.
5. Each Party, on their own behalf and on behalf of their respective officers, directors, owners, employees, agents, representatives, affiliates, parents, subsidiaries, predecessors, successors, assigns, principals, trustees, attorneys, heirs, executors, administrators, and customers do hereby fully and forever release, discharge and acquit each other party, together with each other party's officers, directors, owners, employees, agents, representatives, affiliates, parents, subsidiaries, predecessors, successors, assigns, principals, trustees, attorneys, heirs, executors, and administrators, from any and all claims, counterclaims, and causes of action of any kind, arising out of or relating to the Lawsuit. This release specifically includes a waiver of all unknown claims, including a waiver of California Code of Civil Procedure section 1542.

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

6. This Agreement constitutes the final integrated agreement of the parties. This Agreement cannot be modified except by written instrument executed by all parties. This agreement shall be governed and interpreted under the laws of the State of California without regard to any jurisdiction's conflicts-of-laws principles. This Agreement shall



have no effect on the validity or enforceability of existing contractual obligations that may currently exist between or among the parties.

7. The Parties expressly understand and agree that this Agreement and its contents shall remain confidential and shall not be disclosed to any third party whatsoever, except the Parties' counsel, accountants, financial advisors, tax professionals retained by them, any federal, state, or local governmental taxing or regulatory authority, and the Parties' management, officers, and Board of Directors, and except as required by law or order of court, to include any potential action to enforce the Agreement.
8. The parties agree that: (1) they have carefully read this Agreement; (2) they know and understand the contents thereof; (3) they have had the opportunity to discuss it and its effects with their advisors and attorneys; (4) they have signed it as their free and voluntary act; and (5) they, and the signatories hereto, have full and legal authority to enter into this binding Agreement.

Ayse Sen

Dated:

By: \_\_\_\_\_

Name:

Title:

Amazon.com, Inc.

Dated:

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT C**

00000

**Anderson, Barbara**

---

**From:** Baiden Mitten [baiden@ancientexfoliation.com]  
**Sent:** Saturday, August 17, 2013 11:31 AM  
**To:** Anderson, Allan E.  
**Cc:** Anderson, Barbara; Cabada, Deanna  
**Subject:** RE: Settlement Agreement

Dear Mr. Anderson:

Below are additions to the settlement agreement which takes into account what we talked about at the recent settlement conference.

---

1. REMEDIES AGAINST AMAZON FOR VIOLATIONS OF AGREEMENT NOT USE "BAIDEN" IN THE TEXT OF SPONSORED LINKS OR AS A KEYWORD ON THIRD-PARTY SEARCH ENGINE WEBSITES (e.g., Google, Bing or Yahoo).

If at anytime after 20 days of its receipt of notice under this agreement that Baiden Mitten is no longer available for sale through Amazon.com, Amazon continues to use "Baiden" in the text of sponsored links or as a keyword on third-party search engine websites then the amount of damages arising from said violations shall be fixed as follows: For every day of said violation, the damages to plaintiff shall equal 60% of the total average of the daily sales of the Baiden Mitten which occurred during the 30 day period immediately preceding the first day of said violation(s). (I.E.: If the first violation occurs on October 3 then damages for each day of violations would be based upon 60% of the total average daily sales of Baiden Mittens from September 2 through October 2. 60% is the approximate profit margin for sales of the Baiden Mitten.)

2. MS. SEN'S RIGHT TO CONTINUE TO USE THE AMAZON PLATFORM.

Amazon agrees Ms. Sen may continue to use the Amazon platform to sell the Baiden Mitten and / or any other product as long as such use is within Amazon's rules and regulations applicable to the general public and that Amazon will not suspend or restrict in any way Ms. Sen's use of Amazon's platform for any other reason, including but not limited to the subject matter of lawsuit which is the subject of this agreement. Over the course of the next seven years if Ms. Sen violates any of Amazon's policies and procedures Amazon agrees not to suspend the current account and to notify Ms. Sen of the violation(s) and Ms. Sen agrees that within 30 days of said notice to correct said violation(s).

3. PROTECTION OF "BAIDEN" KEYWORD OR OTHER TRADEMARK.

At anytime Ms. Sen removes the products from Amazon's platform, Amazon agrees that when Amazon bids on related keywords (i.e. mitten, exfoliation) that Amazon shall exclude the Baiden and all Ms. Sen's trademarks.

4. PROTECTION FROM THIRD PARTY USE OF PRODUCT

At anytime Ms. Sen removes the products upon Ms. Sen request from Amazon's platform, Amazon agrees that it shall not accept Ms. Sen's products from any third parties thus continue the advertising campaigns.

5. STEPS REQUIRED TO REMOVE BAIDEN MITTEN FROM AMAZON LISTING

Attached hereto and incorporated by this reference is a step by step list that Ms. Sen may use, if she so desires, to effectively remove the Baiden Mitten from the Amazon platform. Upon reasonable proof that Ms. Sen has followed the steps so attached then Amazon will be responsible to remove such listing of the Baiden Mitten in a timely fashion or be

subject to any legal damages which may arise from the failure to so remove the listing including but not limited to those set forth in this agreement.

---

Thank you.

Regards,

Ayse Sen

**EXHIBIT D**

**Anderson, Barbara**

---

**From:** Anderson, Allan E.  
**Sent:** Wednesday, August 21, 2013 2:49 PM  
**To:** Baiden Mitten  
**Cc:** Anderson, Barbara; Cabada, Deanna  
**Subject:** RE: Settlement Agreement

Dear Ms. Sen,

These items were not agreed to at the settlement conference. The version of the long form agreement that I sent to you is acceptable to my client. The agreement you and I signed in court is enforceable whether or not the long form agreement is signed. Please sign it as is so that we can put this case to bed and avoid having to call in on Monday.

Thanks,

Allan E. Anderson  
Partner

Arent Fox LLP | Attorneys at Law  
Gas Company Tower  
555 West Fifth Street 48th Floor  
Los Angeles, CA 90013  
213 443 7683 DIRECT | 213 629 7401 FAX  
[allan.anderson@arentfox.com](mailto:allan.anderson@arentfox.com) | [www.arentfox.com](http://www.arentfox.com)

CONFIDENTIAL NOTICE: This e-mail and any attachments are confidential and intended only for the individual(s) named. If you have received this e-mail in error, please do not read, distribute or take any action on the information. If you are not the named addressee, please do not disseminate, distribute or act on the information. If you have received this e-mail in error, please notify the sender immediately by e-mail. If you are not the named addressee, please do not disseminate, distribute or act on the information.

**EXHIBIT E**

**Anderson, Barbara**

---

**From:** Baiden Mitten [baiden@ancientexfoliation.com]  
**Sent:** Thursday, August 22, 2013 12:59 PM  
**To:** Anderson, Allan E.  
**Cc:** Anderson, Barbara; Cabada, Deanna  
**Subject:** RE: Settlement Agreement

Dear Mr. Anderson,

My understanding of the points made in our discussion before the judge in conference and the wording of the paper that I signed is different. As well as, the long agreement you attached does not secure that the same or similar violations will not be repeated by Amazon, as discussed before the judge; and does not give me security for the recovery of monetary damages that occurred due to the unauthorized advertisement campaigns by Amazon.com during the past 29 months.

As I also have interest in reaching an agreement, I would like to bring the above issues to the attention of the judge during a call-in on Monday.

Thank you.

Regards,  
Ayse Sen  
858-750-8753