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Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

AWS, LLC, a Nevada limited liability company;

ADAMS CONSULTING, LLC, a California limited liability company;

FBA DISTRIBUTORS, LLC, a Massachusetts limited liability company;

FBA STORES, LLC, a Nevada limited liability company;

Case No. 2:18-cv-00442-JCM-PAL

AMENDED COMPLAINT FOR PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF

GLOBAL MARKETING SERVICES L.L.C., a Nevada limited liability company;

INFO PROS, LLC, a Nevada limited liability company;

INFO SOLUTIONS, LLC, a Nevada limited liability company;

ONLINE AUCTION LEARNING CENTER, INC., a Massachusetts corporation;

ONLINE AUCTION LEARNING CENTER, INC., a Nevada corporation;

CHRISTOPHER F. BOWSER, individually and as an officer of FBA DISTRIBUTORS, LLC, FBA STORES, LLC, INFO SOLUTIONS, LLC, ONLINE AUCTION LEARNING CENTER, INC. and ONLINE AUCTION LEARNING CENTER, INC.;

ADAM S. BOWSER, individually and as an officer of AWS, LLC, FBA DISTRIBUTORS, LLC, FBA STORES, LLC, INFO SOLUTIONS, LLC, ONLINE AUCTION LEARNING CENTER, INC. and ONLINE AUCTION LEARNING CENTER, INC.;

JODY L. MARSHALL, individually and as an officer of INFO PROS, LLC and INFO SOLUTIONS, LLC; and

JEFFERY A. GOMEZ, a/k/a JEFF ADAMS or JEFF ADAM, individually and as an officer of ADAMS CONSULTING, LLC and GLOBAL MARKETING SERVICES L.L.C.,

Defendants.

Plaintiff, the Federal Trade Commission ("FTC"), for its Complaint in a civil action brought under Sections 13(b) and 19 of the Federal Trade Commission Act ("FTC Act"), 15

U.S.C. §§ 53(b) and 57b, and the Business Opportunity Rule, 16 C.F.R. Part 437, to obtain temporary, preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for Defendants' acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and in violation of the Business Opportunity Rule, 16 C.F.R. Part 437, respectfully alleges:

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a) and 53(b).

2. Venue is proper in this district under 28 U.S.C. § 1391 (b)(2), (b)(3), (c)(1), (c)(2), (c)(3), and (d), and 15 U.S.C. §§ 53(b), 56(a)(2)(B) and 57b.

SUMMARY OF THE CASE

3. Defendants lure consumers into purchasing expensive business opportunities with purported "secrets for making money on Amazon." They represent that purchasers are likely to "create financial freedom" and earn thousands of dollars a month by implementing Defendants' "systems for success on Amazon." Contrary to Defendants' promises, most, if not virtually all, purchasers do not earn the advertised income. Moreover, many elements of Defendants' "system" violate Amazon.com Inc.'s policies. As a result, purchasers who deploy Defendants' "system" often experience problems with their Amazon stores, including suspension and the loss of their ability to sell on Amazon.com.

4. In perpetrating their scheme, Defendants have violated the FTC Act and the Business Opportunity Rule by, among other things: (1) making false or unsubstantiated earnings claims; and (2) failing to furnish prospective purchasers with required disclosure documents.

PLAINTIFF

5. The FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also enforces the Business Opportunity Rule, 16 C.F.R. Part 437. The Business Opportunity Rule addresses common deceptive or unfair practices engaged in by fraudulent business opportunity sellers such as inducing consumers to pay significant sums of money by means of false or unsubstantiated earnings claims.

6. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and the Business Opportunity Rule and to secure such equitable relief as may be appropriate in each case, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b) and 56(a)(2)(A), 56(a)(2)(B), 57b, and the Business Opportunity Rule, 16 C.F.R. Part 437.

DEFENDANTS

7. Defendant AWS, LLC ("AWS") is a Nevada limited liability company with its principal place of business at 293 Libbey Industrial Parkway, Suite 150, Weymouth, Massachusetts 02189. AWS transacts or has transacted business in this district and throughout the United States. At times material to this Complaint, acting alone or in concert with others, AWS has advertised, marketed, distributed, or sold business opportunities to consumers throughout the United States.

8. Defendant Adams Consulting, LLC ("Adams Consulting") is a California limited liability company with its principal place of business at 154-A W. Foothill Blvd., Suite 325,

Upland, California 91786. Adams Consulting transacts or has transacted business in this district and throughout the United States. At times material to this Complaint, acting alone or in concert with others, Adams Consulting has advertised, marketed, distributed, or sold business opportunities to consumers throughout the United States.

9. Defendant FBA Distributors, LLC ("FBA Distributors") is a Massachusetts limited liability company with its principal place of business at 293 Libbey Industrial Parkway, Suite 250, Weymouth, Massachusetts 02189. FBA Distributors transacts or has transacted business in this district and throughout the United States. At times material to this Complaint, acting alone or in concert with others, FBA Distributors has advertised, marketed, distributed, or sold business opportunities to consumers throughout the United States.

10. Defendant FBA Stores, LLC ("FBA Stores") is a Nevada limited liability company with its principal place of business at 293 Libbey Industrial Parkway, Suite 250, Weymouth, Massachusetts 02189. FBA Stores transacts or has transacted business in this district and throughout the United States. At times material to this Complaint, acting alone or in concert with others, FBA Stores has advertised, marketed, distributed, or sold business opportunities to consumers throughout the United States.

11. Defendant Global Marketing Services L.L.C. ("GMS") is a Nevada limited liability company with its principal place of business at PO Box 4470, Stateline, NV 89449. GMS transacts or has transacted business in this district and throughout the United States. GMS is a member in FBA Stores. At times material to this Complaint, acting alone or in concert with others, GMS has advertised, marketed, distributed, or sold business opportunities to consumers throughout the United States.

12. Defendant Info Pros, LLC ("Info Pros") is a Nevada limited liability company with its principal place of business at 2080 N. Moapa Valley Boulevard, Logandale, Nevada 89021. Info Pros transacts or has transacted business in this district and throughout the United States. At times material to this Complaint, acting alone or in concert with others, Info Pros has advertised, marketed, distributed, or sold business opportunities to consumers throughout the United States.

13. Defendant Info Solutions LLC ("Info Solutions") is a Nevada limited liability company with its principal place of business at 2080 N. Moapa Valley Boulevard, Logandale, Nevada 89021. Info Solutions transacts or has transacted business in this district and throughout the United States. At times material to this Complaint, acting alone or in concert with others, Info Solutions has advertised, marketed, distributed, or sold business opportunities to consumers throughout the United States.

14. Defendant Online Auction Learning Center, Inc. ("OALC MA") is a Massachusetts corporation with its principal place of business at 293 Libbey Industrial Parkway, Suite 250, Weymouth, Massachusetts 02189. OALC MA is a member in FBA Stores. OALC MA transacts or has transacted business in this district and throughout the United States. At times material to this Complaint, acting alone or in concert with others, OALC MA has advertised, marketed, distributed, or sold business opportunities to consumers throughout the United States.

15. Defendant Online Auction Learning Center, Inc. ("OALC NV") is a Nevada corporation with its principal place of business at 293 Libbey Industrial Parkway, Suite 250, Weymouth, Massachusetts 02189. OALC NV transacts or has transacted business in this district and throughout the United States. At times material to this Complaint, acting alone or in concert

with others, OALC NV has advertised, marketed, distributed, or sold business opportunities to consumers throughout the United States.

16. Defendant Christopher F. Bowser is the vice president and a manager of FBA Distributors, the vice president of FBA Stores, a managing member of Info Solutions, the president of OALC MA, and the president of OALC NV. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Christopher F. Bowser, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

17. Defendant Adam S. Bowser is the manager of AWS, a manager and president of FBA Distributors, manager and president of FBA Stores, a managing member of Info Solutions, the secretary and treasurer of OALC MA, and the secretary and treasurer of OALC NV. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Adam S. Bowser, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

18. Defendant Jody L. Marshall is the manager of Info Pros, a managing member of Info Solutions, and an owner of FBA Distributors. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Jody Marshall resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

19. Defendant Jeffery A. Gomez, also known as Jeff Adams or Jeff Adam, is the manager of Adams Consulting, and the president and treasurer of GMS. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Jeffrey A. Gomez, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

20. Defendants AWS, Adams Consulting, FBA Distributors, FBA Stores, GMS, Info Pros, Info Solutions, OALC MA and OALC NV (collectively, "Corporate Defendants") have operated as a common enterprise while engaging in the deceptive acts and practices and other violations of law alleged below. Defendants have conducted the business practices described below through an interrelated network of companies that have unified advertising, common ownership, officers, managers, business functions, employees, warehouse locations, office locations, and payment processing. Because these Corporate Defendants have operated as a common enterprise, each of them is jointly and severally liable for the acts and practices alleged below. Defendants Christopher F. Bowser, Adam S. Bowser, Jody L. Marshall, and Jeffery A. Gomez have formulated, directed, controlled, had the authority to control, or participated in the acts and practices of the Corporate Defendants that constitute the common enterprise.

COMMERCE

21. At all times material to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFENDANTS' BUSINESS ACTIVITIES

22. Since at least 2014, Defendants have advertised, marketed, distributed, promoted

and sold business opportunities to consumers throughout the United States.

23. Defendants have marketed their business opportunities under multiple brand names including: AWS, Amazon Wealth Systems, Amazing Wealth Systems, FBA Stores, Insider Online Secrets, Online Auction Learning Center, and Online Seller (collectively the "Amazing Wealth System").

24. Defendants offer the Amazing Wealth System to consumers through a variety of marketing mediums including direct mail, radio, Internet websites, videos disseminated online through YouTube, social media such as Facebook, webinars, and live events.

25. Defendants widely disseminate their advertising for the Amazing Wealth System throughout the United States.

26. Defendants promote the Amazing Wealth System in multiple languages including English and Spanish.

27. Defendants make earnings claims in connection with the offer for sale, sale, and promotion of the Amazing Wealth System.

28. In their advertising, Defendants represent that consumers who purchase and deploy the Amazing Wealth System are likely to profit by selling products on Amazon.com.

29. Typical representations made in Defendants' advertising include the following:

A. My name is Adam Bowser, and over the past 18 years I have sold over $50 million online. I'm going to be hosting a few local workshops around the Seattle area to share my secrets for making money on Amazon. This will truly be a once-in-a-lifetime opportunity.

B. Get started selling on Amazon and Make $5,000-$10,000 in the next 30 days…Even if you have never sold anything online before.

C. I'll be Giving you Wholesalers You can call up and Get Great Deals for Huge profits. Or just make some extra $$ to Pay Your Basic Bills.

D. For years we have been helping thousands of ordinary people take their lives back and create financial freedom by implementing our systems for success on Amazon.

E. Just last year we sold over $12 Million on Amazon.com. Now we want to help you become our next Amazon success story.

30. Defendants' earnings claims regarding the Amazing Wealth System are false or unsubstantiated.

31. Few, if any, consumers who purchase Defendants' Amazing Wealth System earn the income Defendants advertise. Most, if not all, purchasers do not earn any income whatsoever with the Amazing Wealth System.

32. Defendants disseminate industry financial, earnings, or performance information in connection with the offer for sale, sale, and promotion of the Amazing Wealth System while lacking written substantiation demonstrating that the information reflects, or does not exceed, the typical or ordinary financial earnings, or performance experience of purchasers of the Amazing Wealth System.

33. For example, in late July 2017, during a live event promoting the Amazing Wealth System held at the Carson Nuggets Casino Hotel in Carson City, Nevada, Defendants presented consumers with an "Amazon Workshop Manual" containing industry performance information showing, among other e-commerce industry statistics, millions of monthly U.S. visitors across retail websites, increasing e-commerce sales of the largest U.S. internet retailers, including Amazon, and a high average growth rate in e-commerce. This industry information

leaves consumers with the impression that they are likely to earn significant income if they purchase and implement the Amazing Wealth System. The industry performance information contained in the "Amazon Workshop Manual" exceeds, or does not reflect, the performance experience of typical purchasers of the Amazing Wealth System.

Amazon's Third-Party Seller Program

34. Amazon.com is a popular website owned and operated by Amazon.com, Inc. ("Amazon"). Millions of consumers use Amazon.com every day to purchase a wide range of products, across dozens of product categories, from Amazon and its authorized third-party sellers.

35. Amazon's third-party seller program provides registered sellers access to Amazon's customer-base, Internet outlets, and other benefits.

36. To sell products on Amazon.com, third-party sellers must create a "Selling on Amazon" account ("Amazon Selling Account") using Amazon's Seller Central, the Web interface where third-party sellers open and manage their Internet outlet or "Amazon Store."

37. When they open their Amazon Selling Account, third-party sellers must agree to the Amazon Services Business Solutions Agreement ("Amazon BSA"), which governs access to and use of Amazon's services and sets forth Amazon's rules and restrictions for selling on Amazon.com.

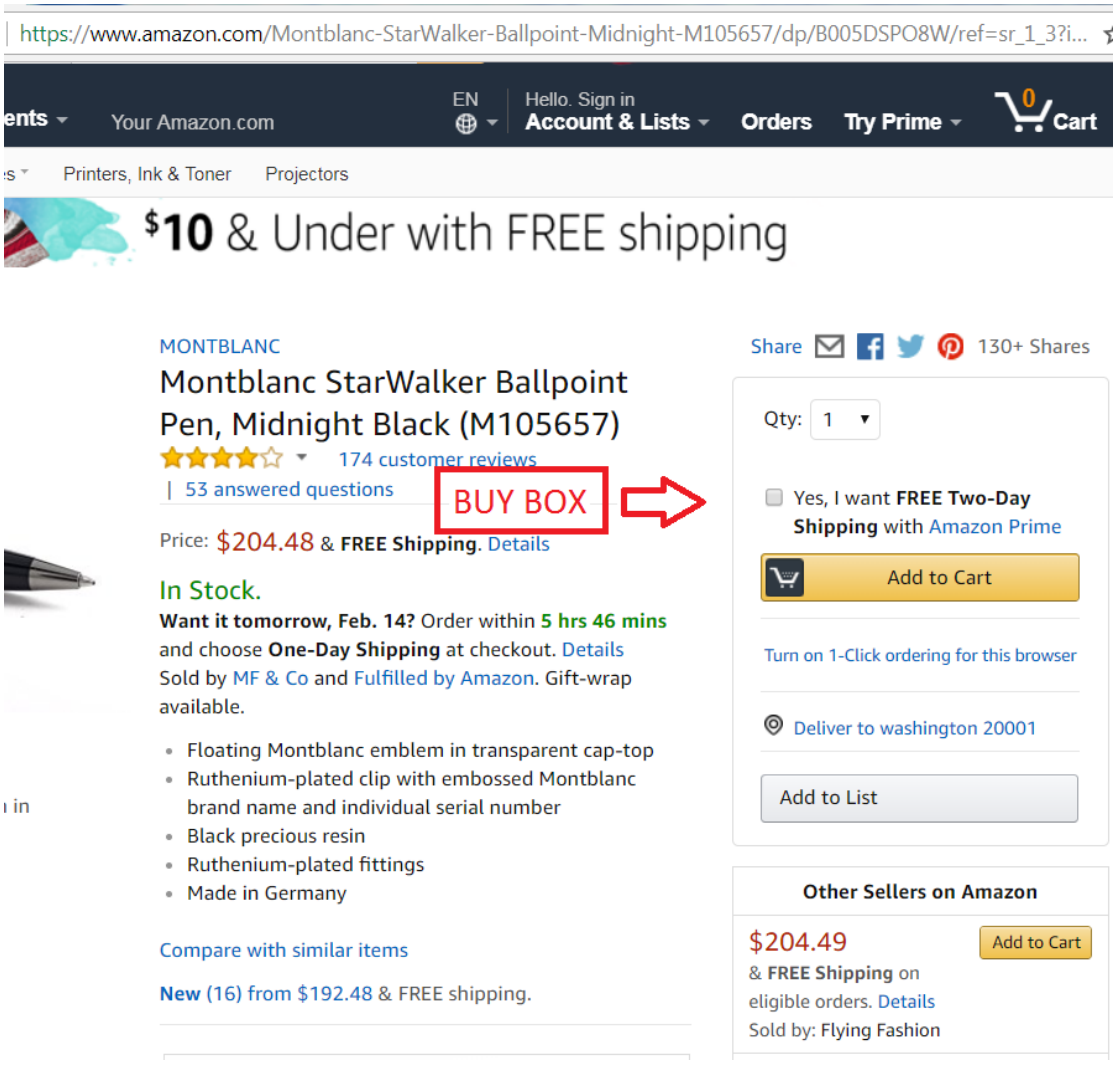
38. After opening an Amazon Selling Account, selling on Amazon.com involves three main steps: (1) listing products; (2) selling the products; and (3) shipping the products to consumers.

39. The first step in selling a product on Amazon.com requires the third-party seller to create a listing accurately identifying the product for sale. Each product sold is assigned a

unique Amazon Standard Identification Number ("ASIN"). Pursuant to the Amazon BSA, product listings must be "accurate and complete."

40. After a product is listed, it becomes available for purchase on Amazon.com.

41. Products listed for sale on Amazon.com appear on a product detail page, which customers typically reach after searching for a product or category of products. The product detail page includes a "Buy Box" where a listing is given prominence and where customers can quickly begin the purchasing process by adding items to their electronic shopping carts. A screenshot of an Amazon.com product detail page with the "Buy Box" labeled in red appears below:



42. Multiple sellers can offer the same product on Amazon.com. If more than one eligible seller offers a product, they may compete for the Buy Box for that product. Third-party sellers must meet certain performance-based requirements and metrics (e.g., order defect rate, chargeback rate, speed of delivery, and experience with the Amazon selling service) to be eligible to compete for Buy Box placement. For many third-party sellers, Buy Box placement can lead to increased sales.

43. Amazon encourages its customers to review the products they purchase and publishes customer reviews on product detail pages accessible from product listings on Amazon.com. To review a product, an individual must be an Amazon.com customer and must have an Amazon.com customer account.

44. Amazon expressly prohibits paid reviews and has developed technologies and protocols designed to detect and remove false, misleading and inauthentic reviews from Amazon.com. Amazon routinely suspends third-party sellers that post or purchase fake reviews and has taken legal action against parties who offered to supply paid reviews on Amazon.com.

45. Once a customer places an order on Amazon.com, Amazon notifies the third-party seller. Orders are then fulfilled in one of two ways: (1) by the third-party seller itself; or (2) by Amazon, if the third-party seller is using Amazon's "Fulfillment by Amazon" ("FBA") service.

46. Amazon offers third-party sellers the option of fulfilling orders through its FBA service. With the FBA service, third-party sellers can ship their products to one of the Amazon fulfillment centers located around the country and Amazon will pick, pack, and ship these products to the end customer. Products offered through Amazon's FBA service are displayed with Amazon's Prime logo, indicating to customers that Amazon itself handles the shipping and

customer service. Products shipped from Amazon's fulfillment centers are also eligible for Amazon Prime free two-day shipping for Prime members and free shipping for all customers. Amazon also provides customer service for these products, handling questions, complaints, returns, and refunds.

47. Certain product categories are "gated" on Amazon.com (e.g., collectible coins, fine art, sexual wellness, and wine), which means that third-party sellers must obtain approval from Amazon before listing products in these restricted product categories. The process of approving third-party sellers to sell gated products is commonly referred to as "ungating." Amazon's ungating requirements vary by category and are generally designed to ensure that third-party sellers and their products are reliable and genuine.

Defendants' Amazing Wealth System

48. Defendants are not affiliated with, or connected to, Amazon in any way.

49. Defendants solicit prospective purchasers to enter into a new business using the Amazing Wealth System to sell products as third-party sellers on Amazon.com.

50. Defendants describe the Amazing Wealth System as an exclusive "plug-and-play system" to assist purchasers in launching and growing a new online business selling products as a third-party seller on Amazon.com.

51. Defendants require prospective purchasers to make a payment to purchase the Amazing Wealth System.

52. Defendants represent that they or one or more designated persons, including Amazon, will provide prospective purchasers of the Amazing Wealth System the following:

A. An Internet outlet in the form of one or more Amazon stores or accounts where prospective purchasers will be able to sell products as third-party sellers on

Amazon.com;

B. Assistance to get up and running on Amazon.com;

C. Access to wholesalers and major suppliers;

D. Storage, handling, packing, labeling, shipping, and inventorying of products to sell on Amazon.com;

E. Exclusive access to authentic products likely to sell at "healthy" profit margins on Amazon.com;

F. "Tips, tricks, and techniques" to profit and out compete other third-party sellers on Amazon.com; and

G. Login access to the AWS Members Area, which is described as an online platform that includes step-by-step training videos, top tier wholesale suppliers that can supply purchasers with products for their online business, and tools and software to help purchasers automate, systematize, and grow their business.

53. The price of the Amazing Wealth System ranges from $995 to more than $35,000 depending on what level of "enrollment" or "package" prospective purchasers choose and what "bonuses" they select.

54. For example, the base $995 Amazing Wealth System package provides Defendants' purported "tips, tricks, and techniques" through a three-day live workshop, videos, and webinars. The higher level $34,995 "Diamond Enrollment" offers prospective purchasers "16 Personal 1 on 1 Coaching Sessions" and other purported "bonuses" such as ungating services in addition to the workshop, videos and webinars offered with the base Amazing Wealth System package.

55. During the personal coaching sessions, Defendants typically convey substantially

similar strategies and content as Defendants' three-day live workshops, videos and webinars.

Defendants' Deceptive Campaigns to Recruit Consumers to Attend Live Events

56. In an effort to lure consumers into purchasing the Amazing Wealth System, Defendants conduct free two-hour live events or "workshops."

57. Defendants have conducted live events throughout the United States and Canada including in: Austin, Texas; Baltimore, Maryland; Las Vegas, Nevada; Madison, Wisconsin; Milwaukee, Wisconsin; San Antonio, Texas; San Juan, Puerto Rico; Seattle, Washington; Louisville, Kentucky; Oakland, California; and Washington, DC.

58. Defendants promote their live events by targeting consumers that live near an upcoming live event.

59. In October 2017, Defendants disseminated promotional materials, including direct mailers, to consumers in Nevada for a live event in Las Vegas. A true and correct copy of an invitation Defendants mailed to a consumer in Reno, Nevada is attached as **Exhibit A**.

60. In November 2017, Defendants disseminated promotional materials, including direct mailers, to consumers in California's Bay Area. A true and correct copy of an invitation Defendants mailed to a consumer in the Bay Area is attached as **Exhibit B**.

61. In September 2017, Defendants disseminated Spanish language promotional materials, including direct mailers, to consumers in Puerto Rico. A true and correct copy of a Spanish language invitation Defendants mailed to a consumer in Puerto Rico is attached as **Exhibit C**.

62. Defendants' direct mail invitations typically urge consumers to call a toll-free number immediately and register to attend a free two-hour "exclusive LIVE Amazon Workshop" in their local area.

63. Defendants' direct mail invitations typically offer the free two-hour workshops over 4-5 days at multiple hotels in the targeted area.

64. Defendants' direct mail invitations typically include earnings claims such as "Get started selling on Amazon and Make $5,000-$10,000 in the next 30 days…Even if you have never sold anything online before."

65. In addition to using direct mail, Defendants use email, social media and radio advertisements to promote their free two-hour workshops.

Defendants' Free Two-Hour Workshops

66. During the free two-hour workshops, Defendants attempt to convince consumers to purchase their "system" and enroll in their "3-Day Amazon Profits Workshop," which they typically offer at a "special discount" of $995.

67. Defendants make earnings claims throughout the free two-hour workshops and share examples and testimonials of purportedly successful purchasers of the Amazing Wealth System.

68. For example, on July 7, 2017, "Skylar," one of Defendants' presenters, made the following oral representations during a free two-hour workshop held at the Renaissance Hotel in Seattle, Washington:

A. "How many of you would love to be able to learn how you can make an extra $5,000 to $10,000 a month by spending 30 minutes to an hour a day learning and implementing a plug-and-play system I'm going to share with you here in a moment."

B. "You're selling Amazon, you're now making more money. That means that whatever you have invested into inventory, whatever you start with,

you've gotten that money back plus a what? … Plus a profit, or what is called an ROI, which stands for a return on investment…See, in our system – again, write this down – the minimum ROI, minimum net return on investment that our students are making right now, their target minimum net ROI, is 20 percent. Write that down. Twenty percent. Minimum net ROI of 20 percent."

C. "All right, guys. So what did John Bean do? … Took $1,000, turned it into … $65,000. Now, do you think that John Bean stopped there? …How many of you would not stop there by raise of hand. See, here's what we know, folks. You go to the three-day workshop, you learn the system, you start selling on Amazon, once you've made your first, second, third sale, what are you proving to yourself? … That you can do it, right, that you can do it. … So, again, like I said, John Bean started out with what – with $1,000, turned that into $65,000. Now, by the way, we're going to talk about the time frame that John Bean did that in. However, he was working on a very compressed time frame because he said I don't have five years, 10 years, to be able to build my retirement level up. He says, I've got to do this now."

69. In some instances, Defendants display an "earnings disclaimer" on a screen shortly after beginning their free two-hour workshops. One such earnings disclaimer stated:

Any student examples showing profits or other earnings are NOT interpreted as Average [sic], or normal. The typical, expected or normal individual does not ever start a business. So, by having a

> business at all, they are already above average. All profits shown are potential returns. There is no assurance that your profits and income will match what we present.

70. In some instances, Defendants will also make oral earnings disclaimers during the course of the free two-hour workshops. For example, during a free two-hour workshop in Seattle, the presenter stated as follows:

> Just because I share with you a testimonial or an example of someone that, let's say, is making $10,000 a month, am I guaranteeing that you're also going to make $10,000 a month? ... Absolutely not.

71. Despite the brief earnings disclaimers, Defendants' presentation during the free two-hour workshops leaves consumers with the net impression that they are likely to profit implementing the Amazing Wealth System to sell on Amazon.

72. Defendants also tell consumers who attend the free two-hour workshops that it's not possible to teach them everything in two hours and that to fully understand Defendants' system and receive the necessary software "tools" and access to a network of wholesalers, consumers need to purchase the Amazing Wealth System and attend Defendants' "3-Day Amazon Profits Workshop" ("3-Day Workshop").

73. Defendants typically offer the Amazing Wealth System base package, which includes enrollment in a 3-Day Workshop, for $995.

74. The base Amazing Wealth System package also includes, among other things, a set of books and DVDs bearing the label "Amazon Riches Home Study System."

75. Defendants require consumers purchasing the Amazing Wealth System base

package to sign a purchase order. Attached as **Exhibit D** is a true and correct copy of a purchase order enrolling a consumer in a 3-Day Workshop scheduled to take place in Oakland, California on December 8-10, 2017.

Defendants' 3-Day Workshops

76. Defendants hold 3-Day Workshops throughout the United States and Canada.

77. Defendants typically hold their 3-Day Workshops within a month of, and in close proximity to the location of, the free two-hour workshops.

78. During the 3-Day Workshops, Defendants attempt to convince consumers to upgrade to more expensive enrollment levels of the Amazing Wealth System and buy additional products and services. A true and correct copy of a brochure Defendants distributed during a 3-Day Workshop is attached as **Exhibit E**.

79. Defendants typically offer "Diamond," "Platinum," and "Gold" enrollments for $34,995, $19,995, and $9,995 respectively. True and correct copies of package breakdown handouts used by Defendants to describe and sell higher level enrollments of the Amazing Wealth System are attached as **Exhibits F and G**.

80. Defendants require consumers enrolling in a higher level enrollment such as the "Platinum Enrollment" to sign a written agreement. Attached as **Exhibit H** is a true and correct copy of a written agreement for the "Platinum Enrollment."

81. Defendants' higher level enrollments for the Amazing Wealth System typically feature "Personal 1-on-1 Coaching Sessions" and other "bonuses," such as ungating services and access to the "Fulfillment By Adam" service. A true and correct copy of a handout Defendants use to describe some of the "bonuses" they offer is attached as **Exhibit I**.

82. Defendants' Fulfillment By Adam service purportedly receives orders from

wholesalers exclusively on behalf of purchasers of the Amazing Wealth System and packs and ships those products to Amazon's fulfillment centers. According to Defendants, "this service is designed so that [purchasers] can focus on making more money…"

83. During the course of the 3-Day Workshops, Defendants repeat, reinforce, and expand on the earnings claims made in their initial advertising campaign and in the free two-hour workshop. They do so through additional testimonials and specific examples designed to give prospective purchasers the impression that they will likely realize high profit margins using the Amazing Wealth System.

84. For example, on December 8, 2017, Nathan Rossi, one of Defendants' presenters, made the following oral representations during a 3-Day Workshop held at the Red Lion Hotel in Oakland, California:

A. "I'm going to show you how to build a business to whatever size you want it to be online, on Amazon. So whether you want an extra $20- to $30,000 a year or you want to create a million dollar a year business, I'm going to show you how to do either of those."

B. "This is you starting a legitimate e-commerce business, right? I'm going to show you some stuff this weekend that's going to blow your hair back a little bit. I'm going to show you products that are going to give you ROI 50, 80, 100, 200, 500 percent return on your money."

C. "You see, I regularly beat Amazon because I know how to win the buy box and I know their tricks. And so I deploy the same tricks and I can actually win the buy box. So we'll get into that."

D. "Whether – you know, if you come to me and say, Nathan, I'm retired,

> I've got $250,000 to start this business, I've got great credit and all the time in the world, well, great, we've got a plan for that. If you come and you say, I work two jobs, I'm a single mother, my credit score starts with a decimal point and I could scrape together 500 bucks to get started, well, we've got a plan for that, too. It's a different plan and both plans will make money, but it's just different ways. What types of products should you start with, where do you begin, you know, what niches do you start with, what categories, things like that."

85. During the 3-Day Workshops, defendants also provide consumers with "tips, tricks, and techniques" to purportedly profit and outcompete other third-party sellers on Amazon.com.

86. Much of the information Defendants convey to consumers during the 3-Day Workshops, in their videos and webinars, and during coaching sessions is basic information regarding Amazon.com and Amazon's FBA service that is available free of charge on the "Resources and Tutorials" section of the Amazon services website.

87. Many of the strategies and techniques Defendants urge consumers to deploy are deceptive and violate the Amazon BSA.

88. For example, Defendants instruct purchasers of the Amazing Wealth System to obtain fraudulent or fake product reviews for the products purchasers list on Amazon.com. The posting of fraudulent reviews by third-party sellers violates Amazon's Anti-Manipulation Policy for Customer Reviews.

89. Defendants instruct purchasers of the Amazing Wealth System to obtain and deploy multiple Amazon Selling Accounts through a variety of ruses in an effort to "win the Buy

Box" over other third-party sellers. Amazon strictly prohibits third-party sellers from using multiple seller accounts without express permission from Amazon.

90. Amazon prohibits third-party sellers from listing counterfeit or inaccurately described products on Amazon.com. Nevertheless, in many instances, Defendants or wholesalers recommended by the Defendants sell counterfeit or inaccurately described products to purchasers of the Amazing Wealth System. As a result, many purchasers, especially those relying on the Fulfillment By Adam service, list counterfeit or inaccurately described products on Amazon.com, thus violating Amazon's BSA.

91. According to an internal analysis conducted by Amazon, purchasers of the Amazing Wealth System "are more likely than other third party sellers on Amazon to experience problems with their Amazon seller accounts." *See* Complaint, *Amazon.com, Inc. v. FBA Stores, LLC et al.*, Case No. 2:17-cv-01830-JPD (W.D. Wash. filed Dec. 6, 2017) (ECF No. 1) at 36, ¶ 131. More than a quarter of the Amazing Wealth System third-party seller accounts identified by Amazon "have received warnings from Amazon or been suspended, including for possible trademark infringement, suspicion of product review abuse, poor delivery performance, high order defect rates, or other violations of Amazon's BSA and incorporated Seller policies." *Id.* The Amazing Wealth System third-party seller accounts identified by Amazon "have also performed worse than other Amazon sellers, as demonstrated by their higher-than-average rate of customer returns and lower average sales volume and revenue." *Id.*

92. Contrary to Defendants' representations, consumers who purchase the Amazing Wealth System and attempt to deploy the strategies conveyed during the 3-Day Workshops, in Defendants' videos and webinars, and during the personal coaching sessions are unlikely to earn the income that Defendants advertise.

Defendants' Failure to Provide Disclosure and Earnings Claims Statements

93. Defendants fail to provide a written disclosure document to consumers prior to consumers' purchase of Defendants' business opportunities as required by the Business Opportunity Rule.

94. Although Defendants make claims to consumers about their likely earnings, they fail to provide consumers with an earnings claim statement as required by the Business Opportunity Rule.

VIOLATIONS OF THE FTC ACT

95. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits "unfair or deceptive acts or practices in or affecting commerce."

96. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

Count I — Misrepresentations Regarding Earnings

97. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of business opportunities, Defendants have represented, directly or indirectly, expressly or by implication, that consumers who purchase and use Defendants' business opportunities are likely to earn a specific level or range of actual or potential sales, or gross or net income or profits. Such representations include that consumers who purchase and use the Amazing Wealth System are likely to earn several thousand dollars a month.

98. The representations set forth in Paragraph 97 of this Complaint are false or misleading or were not substantiated at the time the representations were made.

99. Therefore, Defendants' representations as set forth in Paragraph 97 of this Complaint constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15

U.S.C. § 45(a).

VIOLATIONS OF THE BUSINESS OPPORTUNITY RULE

100. The FTC brings this action under the amended Business Opportunity Rule, 16 C.F.R. Part 437, which was extended in scope to cover certain work-at-home opportunities, became effective on March 1, 2012, and has since that date remained in full force and effect.

101. Defendants are "sellers" who have sold or offered to sell "business opportunities" as defined by the Business Opportunity Rule, 16 C.F.R. § 437.1(c) and (q). Under the Business Opportunity Rule, a "seller" is a person who offers for sale or sells a business opportunity. 16 C.F.R. § 437.1(q). Under the Rule, a "business opportunity" means a "commercial arrangement" in which a "seller solicits a prospective purchaser to enter into a new business;" the "prospective purchaser makes a required payment;" and the "seller, expressly or by implication, orally or in writing, represents that the seller or one or more designated persons will … [p]rovide outlets, accounts, or customers, including, but not limited to, Internet outlets, accounts, or customers, for the purchaser's goods or services." 16 C.F.R. 437.1 (c).

102. Among other things, the Business Opportunity Rule requires sellers to provide prospective purchasers with a disclosure document in the form and using the language set forth in the Business Opportunity Rule and its Appendix A, and any required attachments. In the disclosure document, the seller must disclose to prospective purchasers five categories of information, including basic identifying information about the seller, any earnings claims the seller makes, the seller's litigation history, any cancellation and refund policy the seller offers, and contact information of prior purchasers. 16 C.F.R. § 437.3(a)(1)-(5). Furthermore, this information must be disclosed at least seven (7) days before the prospective purchaser signs a contract or makes a payment. 16 C.F.R. § 437.2. The pre-sale disclosure of this information

enables a prospective purchaser to contact prior purchasers and take other steps to assess the potential risks involved in the purchase of the business opportunity.

103. Defendants have made earnings claims in connection with the sale of their business opportunities, as defined by the Business Opportunity Rule, 16 C.F.R. § 437.1(f). Under the Business Opportunity Rule, an "earnings claim" means "any oral, written, or visual representation to a prospective purchaser that conveys, expressly or by implication, a specific level or range of actual or potential sales, or gross or net income or profits." 16 C.F.R. § 437.1(f).

104. The Business Opportunity Rule prohibits sellers from making earnings claims unless the seller: (1) has a reasonable basis for the claim at the time it is made; (2) has in its possession written materials to substantiate the claim at the time it is made; (3) furnishes an Earnings Claim statement to prospective purchasers in conjunction with the disclosure document, containing, among other things, information regarding the time frame captured by the earnings claim, the characteristics of the purchasers, and the number and percentage of all persons who purchased the business opportunity within the time frame who achieved at least the stated level of earnings; and (4) makes written substantiation of the earnings claim available to any prospective purchaser who requests it. 16 C.F.R. § 437.4(a).

105. Defendants have also made earnings claims in connection with the sale of their business opportunities in the general media, as defined by the Business Opportunity Rule, 16 C.F.R. § 437.1(h). Under the Business Opportunity Rule, "general media" means "any instrumentality through which a person may communicate with the public, including, but not limited to, television, radio, print, Internet, billboard, Web site, commercial bulk email, and mobile communications." 16 C.F.R. § 437.1(h).

106. The Business Opportunity Rule prohibits sellers from making earnings claims in the general media unless the seller has a reasonable basis for and written substantiation of any earnings claims and states in immediate conjunction with those claims the beginning and ending dates when the represented earnings were achieved, and the number and percentage of all persons who purchased Defendants' business opportunity prior to that ending date who achieved at least the stated level of earnings. 16 C.F.R. § 437.4(b).

107. Defendants have disseminated industry financial, earnings, or performance information in connection with the offering for sale, sale, or promotion of a business opportunity.

108. The Business Opportunity Rule prohibits sellers from disseminating industry financial, earnings, or performance information unless the seller has written substantiation demonstrating that the information reflects, or does not exceed, the typical or ordinary financial earnings, or performance experience of purchasers of the business opportunity being offered for sale. 16 C.F.R. § 437.4(c).

109. Pursuant to Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the Business Opportunity Rule constitutes an unfair or deceptive act or practice in or affecting commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count II— Misrepresentations Regarding Income or Profits

110. In numerous instances, Defendants have misrepresented the amount of sales, or gross or net income or profits a prospective purchaser may earn or that prior purchasers have earned in connection with the offering for sale, sale, or promotion of a business opportunity.

111. Defendants' acts and practices, as described in Paragraph 110 above, violate the Business Opportunity Rule, 16 C.F.R. § 437.6(d) and Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Counts III—Earnings Claims to Prospective Purchasers Violations

112. In numerous instances, Defendants have made earnings claims to prospective purchasers in connection with the offering for sale, sale, or promotion of a business opportunity while, among other things: (1) lacking a reasonable basis for the earnings claim at the time it was made; (2) lacking written substantiation for the earnings claim at the time it was made; or (3) failing to provide an earnings claim statement to the prospective purchaser, as required by the Business Opportunity Rule.

113. Defendants' acts and practices, as described in Paragraph 112 above, violate the Business Opportunity Rule, 16 C.F.R. § 437.4(a) and Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count IV — General Media Earnings Claims Violations

114. In numerous instances, Defendants have made earnings claims in the general media in connection with the offering for sale, sale, or promotion of a business opportunity while, among other things: (1) lacking a reasonable basis for the earnings claim at the time it was made; (2) lacking written substantiation for the earnings claim at the time it was made; or (3) failing to state in immediate conjunction with those claims (i) the beginning and ending dates when the represented earnings were achieved, and (ii) the number and percentage of all persons who purchased Defendants' business opportunity prior to that ending date who achieved at least the stated level of earnings.

115. Defendants' acts and practices, as described in Paragraph 114 above, violate the Business Opportunity Rule, 16 C.F.R. § 437.4(b) and Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count V — Industry Financial, Earnings, or Performance Information Violations

116. In numerous instances, Defendants have disseminated industry financial, earnings, or performance information in connection with the offering for sale, sale, or promotion of a business opportunity while lacking written substantiation demonstrating that the information reflects, or does not exceed, the typical or ordinary financial earnings, or performance experience of purchasers of the business opportunity being offered for sale.

117. Defendants' acts and practices, as described in Paragraph 116 above, violate the Business Opportunity Rule, 16 C.F.R. § 437.4(c) and Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count VI — Disclosure Document Violations

118. In numerous instances in connection with the offer for sale, sale, or promotion of business opportunities, Defendants have failed to furnish prospective purchasers with the disclosure document and attachments required by the Business Opportunity Rule, within the time period prescribed by the Rule.

119. Defendants' acts and practices, as described in Paragraph 118 above, violate the Business Opportunity Rule, 16 C.F.R. §§ 437.2 and 437.3(a), and Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

CONSUMER INJURY

120. Consumers have suffered and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act and the Business Opportunity Rule. In addition, Defendants have been unjustly enriched as a result of their unlawful acts or practices. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

THE COURT'S POWER TO GRANT RELIEF

121. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive and such other relief as the Court may deem appropriate to halt and redress violations of any provision of law enforced by the FTC. The Court, in the exercise of its equitable jurisdiction, may award ancillary relief, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies, to prevent and remedy any violation of any provision of law enforced by the FTC.

122. Section 19 of the FTC Act, 15 U.S.C. § 57b, authorizes this Court to grant such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the Business Opportunity Rule, including the rescission or reformation of contracts, and the refund of money.

PRAYER FOR RELIEF

Wherefore, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, and the Business Opportunity Rule, and the Court's own equitable powers, requests that the Court:

A. Award Plaintiff such preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief, including but not limited to, temporary and preliminary injunctions, an order freezing assets, immediate access, appointment of a receiver;

B. Enter a permanent injunction to prevent future violations of the FTC Act and the Business Opportunity Rule by Defendants;

C. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FTC Act and the Business Opportunity Rule,

including but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies; and

D. Award Plaintiff the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Respectfully submitted,

Alden F. Abbott
Acting General Counsel

Dated: April 10, 2018

/s/ Gregory J. Evans

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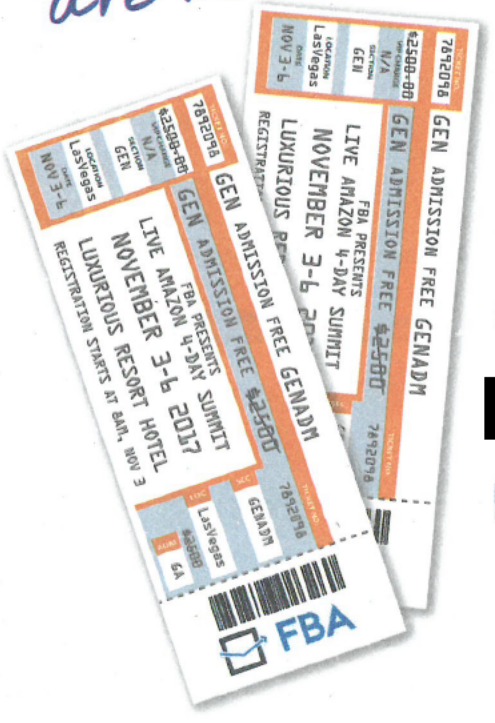
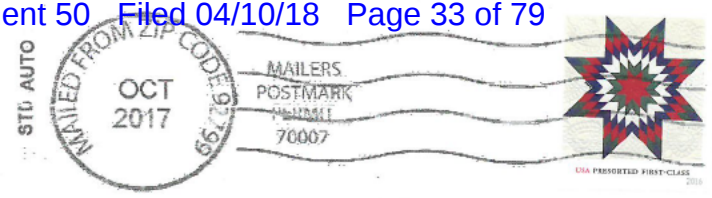
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Mail Drop CC-8528
Washington, DC 20580

Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

Exhibit A

Your tickets are inside!





FBA Stores

Clint Hill

[redacted]

Reno, NV [redacted]

Live Amazon 4-Day Summit

To Register Call **909-340-9974** immediately!

Seating is limited to the first 500 registrants.

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Attend Our Summit and

Learn How to Make Amazing Wealth Using Amazon

FOUR DAYS!

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NOVEMBER 3-6, 2017

LUXURIOUS RESORT HOTEL

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Congratulations! You invited to attend an exclusive **LIVE Amazon 4-Day Summit** that is coming to Las Vegas. This will truly be a once-in-a-lifetime opportunity.

At this summit you will see how to:

- ✔ **NEGOTIATE with manufacturers, SOURCE products, and take advantage of once-in-a-lifetime business opportunities**
- ✔ **Work with our ELITE TEAM of Online Business Strategists and Professional Amazon Sellers to build your Elite Business on Amazon.**
- ✔ **Learn how you can realistically generate $10,000+ revenue on Amazon in the next 30-40 days.**
- ✔ **Start a REAL BUSINESS, and create a new source of income.**
- ✔ **Have PROFESSIONAL SELLERS ACCOUNT and be prepared to begin selling before you leave our summit.**
- ✔ **Creating your business the RIGHT WAY is very hard — we make it easy and show you what NOT to do.**
- ✔ **Reach millions of online shoppers who TRUST the Amazon brand.**
- ✔ **SAVE time, money, and effort on shipping and warehousing.**
- ✔ **Learn from our experts how to advertise within Amazon's platform your product sales and growth**
- ✔ **Learn how to utilize REAL STATISTICS, analytics, and number to make educated, profitable decisions for your business.**
- ✔ **Offer your products WORLD-WIDE to the specific people searching for them.**
- ✔ **Create YOUR OWN brands and businesses with Prime Global Source's elite training and premium resources.**
- ✔ **DON'T GET SHUT DOWN: Learn what to AVOID from our professional team to prevent Amazon closing your account and losing business**

You will not want to miss this amazing opportunity!

This exclusive program is limited to the first 500 registrants.

Call Now! 909-340-9974


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7892098
GEN ADMISSION FREE GENADM
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VIP CHARGE
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SECTION
GEN
LOCATION
LasVegas
DATE
NOV 3-6
GEN ADMISSION FREE $2500
FBA PRESENTS
LIVE AMAZON 4-DAY SUMMIT
NOVEMBER 3-6 2017
LUXURIOUS RESORT HOTEL
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LIVE AMAZON 4-DAY SUMMIT
NOVEMBER 3-6 2017
LUXURIOUS RESORT HOTEL
REGISTRATION STARTS AT 8AM, NOV 3
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LOC
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$2500
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FBA STORES

Exhibit B

Call 800-328-1244 to Register
For one of our free Amazon Workshops &
Discover How to Profit with Amazon.com

SPECIAL INVITATION
PRIVATE EVENT

AWS
WORKSHOP

LIVE

AWS

Amazon Wealth Systems is a highly sought after Amazon training company, who has addressed large and small audiences around the world. Having trained in 18 different countries, we have been lucky enough to share the stage with leaders such as Jack Canfield, Tony Robbins, Mark Victor Hansen, and many others.

For years we have been helping thousands of ordinary people take their lives back and create financial freedom by implementing our systems for success on Amazon. We are not affiliated with or connected to Amazon in any way, we just love Amazon. Just last year we sold over $12 Million on Amazon.com. Now we want to help you become our next Amazon success story. Come to this workshop and discover the power of Amazon FBA. Amazon has created this amazing system where they will store, inventory, ship out & handle all of your customer service for all of your orders!

SF Bay Area



AWS
WORKSHOP

Choose a location and
call 800-328-1244 immediately!

amazon

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GREATER SF BAY

CROWNE PLAZA
45 John Glenn Drive
Concord, CA 94520
9am-11 or 12-2pm or 6-8pm

HOTEL SHATTUCK PLAZA
2086 Allston Way
Berkeley, CA 94704
9am-11 or 12-2pm or 6-8pm

CROWNE PLAZA
3208 Alvarado-Niles Rd
Union City, CA 94587
9am-11 or 12-2pm or 6-8pm

OAKLAND
Friday, November 17th
HOLIDAY INN
77 Hegenberger Rd
Oakland, CA 94621
9am-11am or 12pm-2pm

MILPITAS
Tuesday, November 18th
SHERATON
1801 Barber Lane
Milpitas, CA 95035
9am-11am or 12pm-2pm

EVENT CODE
NO 070516 1

$147.00 VALUE

GREATER SF BAY

CROWNE PLAZA
45 John Glenn Drive
Concord, CA 94520
9am-11 or 12-2pm or 6-8pm

HOTEL SHATTUCK PLAZA
2086 Allston Way
Berkeley, CA 94704
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MILPITAS
Tuesday, November 18th
SHERATON
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Milpitas, CA 95035
9am-11am or 12pm-2pm

SPECIAL INVITATION

Choose a location and call 800-328-1244 immediately!

Participation is limited to the first 100 registrants.



All registered attendees will receive these valuable FREE gifts:

- ✔ Revealing Free Report: Online Selling Blueprint
- ✔ Revealing Free Manual: Best Selling Products on Amazon

Plus, the first 100 callers who attend are registered to win a FREE iPad in our One-of-Twenty iPad Giveaway!!!

FIVE DAYS ONLY!

CONCORD
Tuesday, November 14th
CROWNE PLAZA
45 John Glenn Drive
Concord, CA 94520
9am-11 or 12-2pm or 6-8pm

BERKELEY
Wednesday, November 15th
HOTEL SHATTUCK PLAZA
2086 Allston Way
Berkeley, CA 94704
9am-11 or 12-2pm or 6-8pm

UNION CITY
Thursday, November 16th
CROWNE PLAZA
32083 Alvarado-Niles Rd
Union City, CA 94587
9am-11 or 12-2pm or 6-8pm

OAKLAND
Friday, November 17th
HOLIDAY INN
77 Hegenberger Road
Oakland, CA 94621
9am-11am or 12pm-2pm

MILPITAS
Saturday, November 18th
SHERATON
1801 Barber Lane
Milpitas, CA 95035
9am-11am or 12pm-2pm

Congratulations! You've been chosen to attend an exclusive LIVE Amazon Workshop that is coming to the greater San Francisco area. My name is Adam Bowser, and over the past 18 years I have sold over $50 Million online. I'm going to be hosting a few local workshops around the SF area to share my secrets for making money on Amazon. This will truly be a once-in-a-lifetime opportunity. At this workshop you will see how to:

- ✔ Get started selling on Amazon and Make $5,000-$10,000 in the next 30 days...Even if you have never sold anything online before
- ✔ You can Create Your Own Amazon Seller's Account the Moment You Leave the Workshop
- ✔ Have Amazon Store & Inventory all of Your Products, Ship Out Your All Your Orders & We'll even show you the Hottest Products that sell the fastest on Amazon
- ✔ Start an Online Business with No Money out of your pocket. Setting up an Amazon Account is 100% Free
- ✔ I'll be Giving you Wholesalers You can call up and Get Great Deals for Huge profits. Or just make some extra $$ to Pay Your Basic Bills

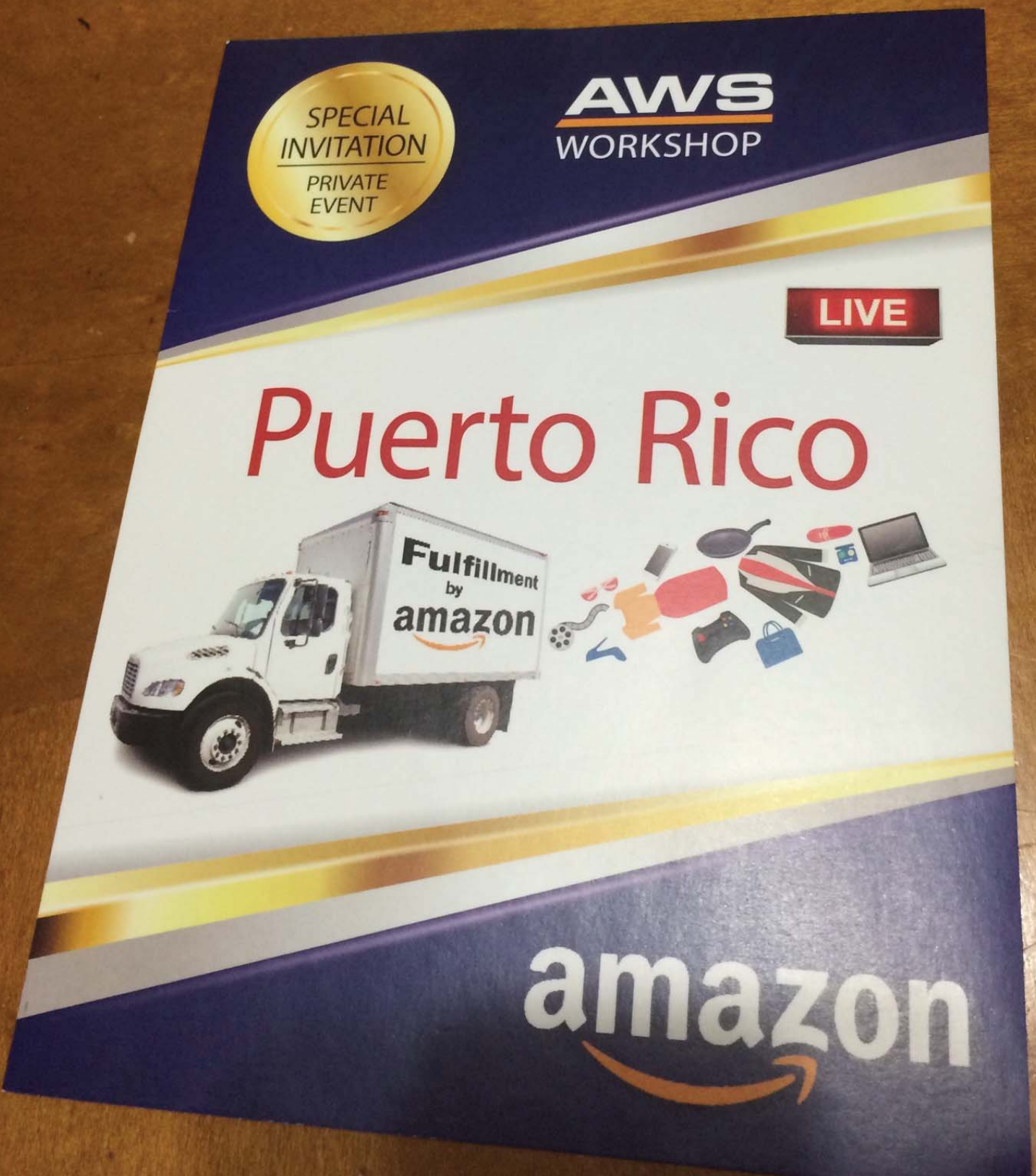
You will not want to miss this amazing opportunity! I personally sold over $12 Million on Amazon last year and this exclusive program is limited to the first 100 registrants.

Call 800-328-1244. If you are not one of the first 100 registrants, your name will be put on a waiting list. You have never experienced anything like this before. We guarantee it. Don't miss this event.

Adam Bowser, Amazon Wealth Systems

AS SEEN ON MSNBC FOX NEWS Channel abc USA TODAY CNN

Exhibit C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SPECIAL INVITATION

¡Elija un lugar y llame a 800-313-7063 de inmediato! La participación está limitada a los primeros 100 inscritos.



Todos los asistentes registrados recibirán estos valiosos regalos:

- ✔ Reporte Gratis Revelando: Modelo de Venta en Linea.
- ✔ Manual Gratis Revelando: Los Mejores Productos de Venta en Amazon

Además, las primeras 100 llamadas que participen están registradas para ganar un iPad GRATIS en nuestro Sorteo de Uno-de-Veinte iPads!!!!!!

FIVE DAYS ONLY!

SAN JUAN
Martes, 12 de Septiembre
SHERATON OLD SAN JUAN
100 Brumbaugh St
San Juan, PR 00901
12pm-2pm or 6pm-8pm

DORADO
Miércoles, 13 de Septiembre
EMBASSY SUITES DORADO
201 Dorado Del Mar Blvd
Dorado, 00646, PR
12pm-2pm or 6pm-8pm

ISLA VERDE
Jueves, 14 de Septiembre
COURTYARD ISLA VERDE
7012 Boca de Cangrejos Ave
Isla Verde, Carolina, 00979, PR
12pm-2pm or 6pm-8pm

ISLA VERDE
Viernes, 15 de Septiembre
EMBASSY SUITES SAN JUAN
8000 Tartak St
Verde, Carolina, 00979, Puerto Rico
9am-11am or 12pm-2pm

SAN JUAN
Sábado, 16 de Septiembre
DOUBLETREE SAN JUAN GALLERY PLAZA
105 de Diego Ave
San Juan, PR 00911
9am-11am or 12pm-2pm

¡Felicidades
en VIVO de
y en los últ
tener unos
mis secret
oportunid

- ✔ Empeza días... A
- ✔ Usted v mome
- ✔ Tenga todas calien
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- ✔ Le voy ofert básic

Usted r
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Adam

AS
SEEN
ON

¡Felicidades! Usted ha sido elegido para ... en VIVO de Amazon que viene a Puerto Rico. ... y en los últimos 18 años he vendido más de $50 millones ... tener unos talleres locales alrededor de la zona de San Juan para compartir mis secretos para ganar dinero usando Amazon. Realmente se trata de una oportunidad única en la vida. En este taller verá cómo:

- ✔ Empezar a vender en Amazon y hacer $5.000-$10.000 en los próximos 30 días... Aun si usted nunca ha vendido nada en línea antes
- ✔ Usted va poder crear su propia cuenta de vendedor de Amazon en el momento que se vaya del entrenamiento
- Tenga a Amazon para guardar y hacer inventario de sus productos, mandar todas sus órdenes e incluso hasta le mostraremos los productos más calientes que se venden más rápido en Amazon
- ...der iniciar un negocio en línea sin dinero de su bolsillo. Configurar una ...enta de Amazon es 100% gratis
- ...oy a dar los mayoristas que usted podrá llamár y obtener grandes ...tas de enormes ganancias. O hacer un extra $$ para pagar sus cuentas ...cas

...o va a querer perder esta increíble oportunidad! Yo vendí ...lmente más de $12 millones en Amazon el año pasado y este ...a exclusivo está limitado a los primeros 100 inscritos.

...800-313-7063. Si usted no es uno de los primeros ...itos, su nombre será puesto en una lista de espera. ...n experimentado nada como esto antes. Nosotros lo ...nos. No se pierda este evento.

...er, Amazon Wealth Systems

BC FOX NEWS Channel abc USA TODAY CNN

Llame a 800-313-7063 Para Registrarse a Uno de Nuestros Entrenamientos Gratis de Amazon y Descubra Cómo Beneficiarce de Amazon.com

AWS

Amazon Wealth Systems es una empresa codiciada de entrenamiento de Amazon, que ha dirigido audiencias grandes y pequeñas alrededor del mundo. Habiendo entrenado en 18 países diferentes, hemos tenido suerte de compartir escenarios con líderes como Jack Canfield, Tony Robbins, Hansen y muchos otros.

Durante años hemos estado ayudando a miles de personas com ousted a tomar sus vidas y crear libertad financiera mediante la implementación de nuestros sistemas para el éxito en Amazon. No estamos afiliados ni conectados con Amazon, pero nos encánta Amazon. Solo el año pasado vendimos más $12 millones con Amazon.com. Ahora queremos ayudarle a convertirse en nuestra próxima historia de éxito con Amazon.Venga a este taller y descubra el poder de Amazon FBA. Amazon ha creado este sistema asombroso donde se almacena, inventario, envían y todos de su servicio al cliente para todos tus pedidos!

AWS

WORKSHOP

Elija un taller disponible y llame a 800-313-7063 de inmediato!

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Exhibit D

Date 11/17/17

AWS
Amazing Wealth Systems

Event Fri 9am

293 Libbey Industrial Parkkway, Ste. 150
Weymouth, MA 02189
866-319-4192
support@amazingwealthsystems.com

PLEASE PRINT CLEARLY & PRESS HARD FOR ALL COPIES

Name [redacted]

Shipping Address [redacted]

City Newark State CA Zip Code [redacted]

Cell Phone [redacted] Home Phone

Best Email [redacted]

ORDER INFORMATION

Product	Delivered	To Be Shipped	Price	Total Cost
Amazon Workshop			$ 995	$ 995
Home Study	X		$ 995	$ —
Members Area			$ 995	$ —

Event		Guest Name (Please Print)
Date Dec 8-10	City Oakland	TBD
Date	City	

Payment Information

1. Date 11/17 $ 995 CC # [redacted] Exp. Date 2119
2. Date ____ $ ____ CC # ____ Exp. Date ____
3. Date ____ $ ____ CC # ____ Exp. Date ____

Name on Card : Same

Billing Address (If Different From Above) Same

Total Cost	$ 995
Payment	$ 995
Outstanding	$ 0

The material purchased are copyrighted; they are for your personal use and copying them is prohibited by law. You the buyer may cancel this transaction at any time prior to midnight of the 3rd business day after the date of this transaction. See the attached terms and conditions form for an explanation of this right.

Signature (Required): [signature] Date 11/17/17

AWS
Amazing Wealth Systems

AWS
293 Libbey Industrial Parkway, Ste.150
Weymouth, MA 0218902184
866-319-4192
support@amazingwealthsystems.com

Event Dates & Locations

Event dates and locations are subject to change. Non-attendance at the event does not constitute grounds for a refund, nor release from this agreement. All deposits, advance payments, finance forms and tickets are non-refundable and held as in-house credit toward future enrollment and/or purchase.

_____ (Initial Here)

Product Return Policies and Procedures

You, the buyer, may cancel this agreement at any time prior to midnight of the 3rd day after the date of this agreement, excluding Sundays and holidays. Should you choose to request a cancellation on or before the 3rd business day from the date of purchase, you must submit the front of this agreement along with a written request stating your reason for cancelling to return@amazonwealthsystems.com. Upon approval of your return request, you will be directed as to the instructions for returning your materials.

_____ (Initial Here)

Declined Credit Cards and Checks

In the event a credit card is returned as "declined", we will attempt to claim funds from your card up to three separate times before a suspension occurs. Checks may be accepted as a form of payment at our live events as a courtesy to our customers. However, you, the buyer will be solely responsible for paying all returned checks and/or bank fees, processing charges, and past monthly fees. Checks that are non-negotiable, for any reason (insufficient funds, closed accounts, stop payments, etc.) are subject to immediate collection and prosecu- tion to the fullest extent of the law, including all expenses involved in collection, and will be subject to an additional fee if the account is forwarded to a 3rd party collection agency.

_____ (Initial Here)

Dispute Resolution Policy: By executing this Purchase Order, the Customer and the Company hereby agree that any and all disputes that arise between them concerning the Purchase Order or any of the terms thereof or that concern any aspect of the relationship between the Customer and the Company, shall be decided exclusively in binding arbitration conducted by the American Arbitration Association ("AAA"). The dispute will be decided by a single arbitrator who will apply the AAA's Commercial Arbitration rules. The arbitrator does not have authority to make an order for costs or attorneys fees, and will only award contract damages if any. If, however, a party files a suit in Court in violation of this written arbitration agreement, the party that is made to defend the suit in Court is entitled to an immediate stay and dismissal of such Court proceeding, and shall be entitled to an award of all reasonable attorneys fees and costs in connection with such Court proceedings. In order to keep costs down, the arbitration will be conducted through written submissions only, and the arbitrator will not require any live hearings. Customer waives all rights to a class arbitration. Customer and Company further agree that each party will bear it's own costs and attorney's fees incurred in connection with the AAA arbitration proceeding

_____(Initial Here)

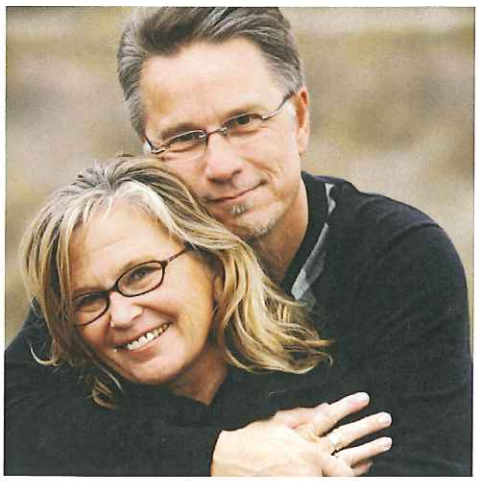
Exhibit E



AWS™
Amazing Wealth Systems

AWS ACADEMY
INTRODUCTION TO COACHING







The AWS Members Area is an online platform that delivers video training to help you launch and grow your online business. This information is broken out into several different categories:

AWS™
Amazing Wealth Systems

AWS COACHING

The AWS Coaching page is filled with all types of modules, training videos & content to help us educate you on the different areas of your online business. With step-by-step videos training you on how to run a successful online business you will have the availability to reference all the resrouces you need.



WHOLESALERS

The AWS Wholesalers page is filled with top tier wholesale suppliers that you can contract with and build relationships with more companies that can consistently supply you with products for your online business.



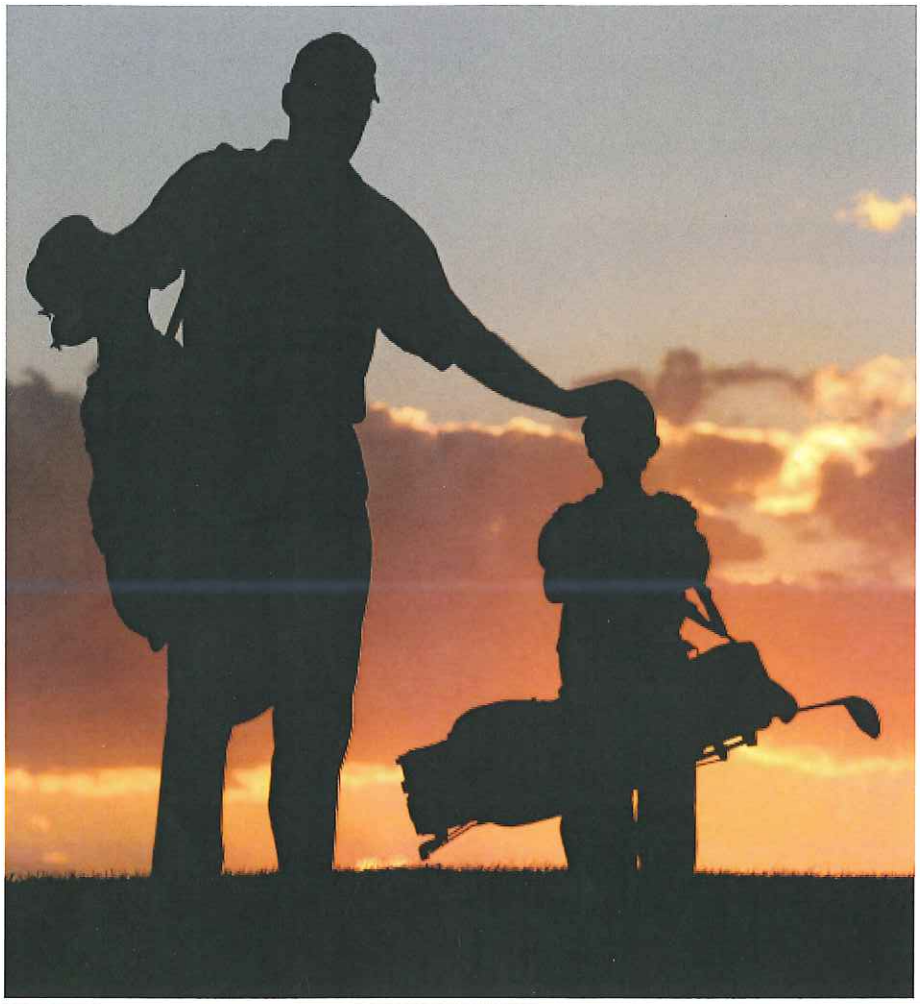
TOOLS & SOFTWARE

Our Tools & Software page has every resource and company you might work with in order to help automate your business along the way. With listing, shipping, tax,and many other software solutions at your fingertips, you will know exactly where to go to help systematize your buisness as you grow.



Students will be given login access to www.amazingwealthsystems.com to access these tools.

Personal 1-on-1 Coaching with our Amazon Experts & Access to our entire mentoring fulfillment team.



Personal Coaching can help you acquire the skills necessary to become a successful online marketer.

Our Amazon expert coaches have years of experience actively running their own successful online businesses - experience that can give you the inside-track to Amazon success.

Working closely with your coach can help you develop the same skills and success mindset to take your business to the next level.

AWS PERSONAL 1-ON-1 COACHING ASSISTS YOU IN TWO WAYS:

1. Your Amazon Expert Coach
As an AWS Coaching Client, you will have the chance to work with a top-level Amazon expert who is there to guide you along your journey to become a successful Amazon seller.

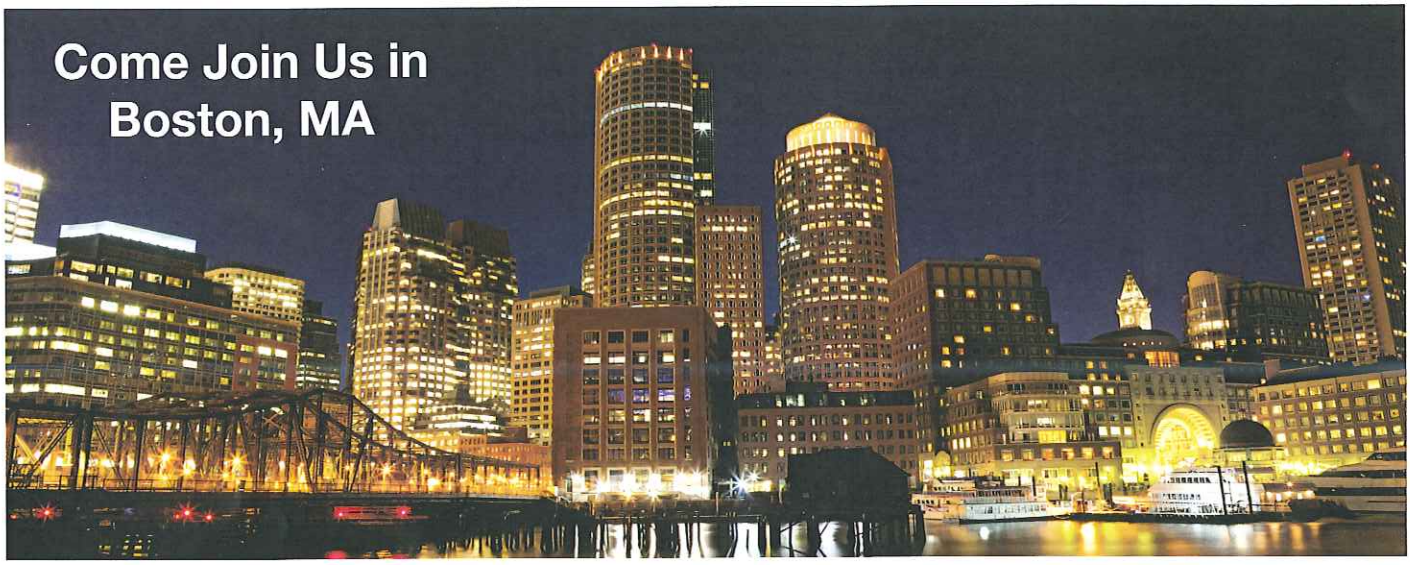
2. AWS Coaching Hotline
We have Amazon specialists on-call and ready to assist you Monday - Friday from 8:00am to 8:00pm (Mountain Time Zone) that can assist you with any questions you might have. This private line is reserved exclusively for coaching students.

AWS
Amazing Wealth Systems

It's All About You!

2-Day On-Site 1-on-1 Office Visit (Live Training)

Following your 3-Day Amazon Explosion Workshop, you'll have the chance to visit the Boston office.



Contact us:
To help you set up your schedule and provide recommendations for flight and hotel accommodations. During these 2 days at our office. By design, the visit is highly personalized to YOUR business.

COME VISIT US AT AWS HEADQUARTERS IN BOSTON, MASSACHUSETTS TO GAIN ACCESS TO THESE EXCLUSIVES:

WAREHOUSE TOUR:
You will experience hands on exactly what AWS does on a daily basis from sourcing to sorting to fulfilling thousands of products on a weekly basis. You will see exactly how a multi-million dollar business operates.

DINNER WITH AWS TEAM:
The night of your visit AWS team will bring you out for a great seafood dinner. You will have an opportunity to network with our team in a relaxing setting.





AWS 4-DAY AMAZON SUMMIT (Live Training)

HELD IN LAS VEGAS, CHICAGO, DALLAS, & SAN FRANCISCO

This incredible Jam- packed 4-day event is the type of signature event that can change your life.

You will seldom have the opportunity to acquire knowledge directly from wholesale suppliers that can supply your business money-making products for many years to come.

Learn exactly how AWS team interact, negotiate and acquires deals from the top suppliers in the world carrying some of the host selling products for Amazon.

BENEFITS OF THE AWS 4-DAY AMAZON SUMMIT:

TRADE SHOW EXPERIENCE:
Trade shows are huge in this business. We will bring you with us to either a trade show we host personally for our students, or we will take you to one of the biggest in the country. The goal is to help you meet and greet with top level wholesale suppliers. This face to face interaction with suppliers will start the business relationships that can elevate your business to the next level.

AMAZON ELITE SELLER PANEL:
You'll have the opportunity to meet other successful online sellers in our "Network" that are looking to increase their business. At this live event you will ind top suppliers, trends and upcoming product releases that is only going to increase the amount of sales you do online.

TRAVEL & ACCOMMODATIONS:
We will help assist you with flights & hotel, we believe staying together as a team is essential in the trade show experience. While the fun you have with us will be world-class, make no mistake that the knowledge and experience you acquire from the event can pay for itself over and over again.

AWS
Amazing Wealth Systems™

FULFILLMENT BY ADAM

The key component to running an online business and making money is finding products that sell with a healthy profit margin for your storefront on a weekly basis.

"Fulfillment by Adam" is the perfect service to enable your store to grow as profitable as you want.





BENEFITS OF THE FULFILLMENT BY ADAM PROGRAM:

THE FULFILLMENT BY ADAM TEAM

Fulfillment by Adam consists of over 15 employees that have years of experience labeling, packing and shipping products all over the world. This service is designed so that you can focus on making more money in your business and letting Fulfillment by Adam service all your products to Amazon for you. The way this service works is when you purchase products from any wholesaler you visit our exclusive website and process the order through the website and tell your supplier to ship the goods to our Boston facility. There is a $0.20 per piece for every order you place which is 1/3 of the cost of any other service. This service eliminates you from ever having to pack and ship products to Amazon's fulfillment centers and the need for additional overhead.

UPS PARTNERSHIP

AWS has partnered with UPS to offer our students the least expensive and most reliable shipping options. Utilize UPS through our site to take advantage of up to 60% discounts on shipping to us.

CATEGORY APPROVAL

AWS
Amazing Wealth Systems

Amazon Ungating Services - Two Categories

Diversifying your inventory is much easier when you can sell in multiple categories, which is why AWS maintains a partnership with CategoryApproved.com

CATEGORY APPROVED



WHAT CATEGORY APPROVAL DOES FOR YOU:

TWO CATEGORIES UNGATED FOR YOU:
CategoryApproved provides ungating services to those who register with them. After applying the coupon ($400 value) given to you from AWS, you will be designated with an Ungating Specialist who will coordinate with you every step of the process.

From the initial phone call, to the confirmation email of your account approval, CategoryApproved will do all the grunt work for you. Forms, application letters, negotiations with Amazon representatives, are all handled by their experienced & well-trained staff.

CUSTOMER SATISFACTION GUARANTEE:
CategoryApproved aims to excel & help Amazon Sellers grow & expand their businesses. They are aware despite high success rates, Amazon will unfortunately reject some of their applications to keep category competition controlled. CategoryApproved promises to our students that if their application is rejected, Category approved will obtain approval for you in 2 categories no matter what!

Exhibit F

FBA STORES
Fulfillment By Amazon

Continuing Education

CONTINUING EDUCATION

ADVANCED EDUCATION PROGRAMS

MASTERMIND 3X YEAR

Full Price	Discount
INVITATION	ONLY

DIAMOND ENROLLMENT

Full Price	Discount	Onsite Investment
		$34,995

- **16 Personal 1 on 1 Coaching Sessions** — *Included*
  Held every week at a scheduled time with our Amazon Coach
- **Access to FBA Stores Angel Supplier Rolodex** — *Included*
  Lifetime supply of product with great deals for your store
- **FBA Stores Deal Analysis & Partnering Program:** — *Included*
  We will analyze any deal you get offered & partner with you on deals
- **Fulfillment by Adam (FBA)** — *Included*
  We fulfill any product orders to Amazon warehouses
- **3 Day "Amazon Summit" Trade Show Event** — *Included*
  Las Vegas ASD & CES Trade Show twice a year
- **Unlimited Access to "The Network"** — *Included*
  Wholesale products to & through our network of online sellers
- **Ungating:** in 2 categories in first store — *Included*

PLATINUM ENROLLMENT

Full Price	Discount	Onsite Investment
		$19,995

- **8 Personal 1 on 1 Coaching Sessions** — *Included*
  Held every week at a scheduled time with our Amazon Coach
- **Access to FBA Stores Angel Supplier Rolodex** — *Included*
  Lifetime supply of product with great deals for your store
- **3 Day "Amazon Summit" Trade Show Event** — *Included*
  Las Vegas ASD & CES Trade Show twice a year
- **Unlimited Access to "The Network"** — *Included*
  Wholesale products to & through our network of online sellers

GOLD ENROLLMENT

Full Price	Discount	Onsite Investment
		$9,995

- **4 Personal 1 on 1 Coaching Sessions** — *Included*
  Held every week at a scheduled time with our Amazon Coach
- **Access to FBA Stores Angel Supplier Rolodex** — *Included*
  Lifetime supply of product with great deals for your store
- **Unlimited Access to "The Network"** — *Included*
  Wholesale products to & through our network of online sellers

Exhibit G

AWS™
Amazing Wealth Systems
amazingwealthsystems.com

CONTINUING EDUCATION
Advanced Education Programs

Full Price	Discount
INVITATION	ONLY

DIAMOND ENROLLMENT

Full Price	Discount	Onsite Investment

- **12 Personal 1-on-1 Coaching Sessions** — *Included*
  Held every week at a scheduled time with our Amazon Coach
- **Access to AWS Angel Supplier Rolodex** — *Included*
  Lifetime supply of product suppliers with great deals for your store
- **AWS Deal Analysis & Partnering Program** — *Included*
  We will analyze any deal you get offered & partner with you on deals
- **Fulfillment by Adam (FBA)** — *Included*
  We fulfill product orders to Amazon warehouses for you
- **Exclusive 4-Day "Amazon Summit" Event** — *Included*
  Incredible Networking and Business-building Workshop
- **Unlimited Access to "The Network"** — *Included*
  Wholesale products to & through our network of online sellers
- **Ungating:** in 2 categories in first store — *Included*

PLATINUM ENROLLMENT

Full Price	Discount	Onsite Investment

- **6 Personal 1-on-1 Coaching Sessions** — *Included*
  Held every week at a scheduled time with our Amazon Coach
- **Access to AWS Angel Supplier Rolodex** — *Included*
  Lifetime supply of product suppliers with great deals for your store
- **Exclusive 4-Day "Amazon Summit" Event** — *Included*
  Incredible Networking and Business-building Workshop
- **Unlimited Access to "The Network"** — *Included*
  Wholesale products to & through our network of online sellers

GOLD ENROLLMENT

Full Price	Discount	Onsite Investment

- **2 Personal 1-on-1 Coaching Sessions** — *Included*
  Held every week at a scheduled time with our Amazon Coach
- **Access to AWS Angel Supplier Rolodex** — *Included*
  Lifetime supply of product suppliers with great deals for your store
- **Unlimited Access to "The Network"** — *Included*
  Wholesale products to & through our network of online sellers

Exhibit H

AWS
Amazing Wealth Systems

"Amazing Wealth Systems" Coaching Program

Platinum Coaching

Benefits You Are Receiving as A Member of AWS Platinum Coaching Program:

#1 6 Weeks of Personal 1 on 1 Coaching Sessions

- **1-ON-1 COACHING SESSIONS**
  30-60 Min One on One Calls with one of our Coaches.
- **Computer Sharing** where we can see your computer screen, control your mouse, so you will see every step.
- **Tips, tricks, and techniques** that will increase all aspects of your business.

#2 AWS Deal Analysis & Partnering Program

- Send any deal to deals@amazingwealthsystems.com and we'll analyze the deal and tell you if you should buy it or not.
- AWS will partner with you on approved deals that have a MOQ that is too high for you.
- Ability to Negotiate Utilizing Our Buying Power.

#3 One Amazon Trade Show/ Summit Event

- 4 Days, where "All In" students come to give and receive, network, and get to the next level.
- Biggest trade shows in the United States.
- (2) Tickets to 1 of our AWS Summit event and trade show for you to attend.
- Top Suppliers Trends & Upcoming Product Releases.
- Meet suppliers with the help of AWS staff and know how to negotiate and find good reputable suppliers.

#4 Unlimited Access to "The Network"

- Partner on deals with students inside the network.

- Access to Daily Deals.
- Leverage the Network to Sell Your bulk deals to other students, or your product.
- The Network Always has Students looking to place Capital in good Product deals.

#5 Access to Affordable Ungating Service

- Access to ungating service (www.categoryapproved.com) to get any other category ungated.

ACT NOW BONUSES (only included the weekend of the live event)

Bonus #1: 2 Additional Weeks of Personal 1 on 1 Coaching Sessions

Bonus #2: Access to AWS Angel Supplier Rolodex

- Immediate Access to Product: Immediately start buying products of your choice from AWS top 15 Suppliers that they do business with every week.
- Deals with Great Profit Margins.
- Working with our team constantly to implement NEW suppliers.

Bonus #3: Elite Coaching Hotline

- Monday – Friday from 8am-8pm MST get a live Amazon support specialist to answer your questions and help you move forward.
- Direct Hotline just for coaching students (877-282-0817).

(BONUSES EXPIRE WITHIN 90 DAYS IF NOT SCHEDULED BEFOREHAND)

Amazing Wealth Systems Program Terms and Conditions.

The following terms and conditions govern your relationship with AWS.
1. By signing this Agreement customer agrees to join Amazing Wealth System Program. Amazing Wealth Systems and AWS are wholly owned subsidiaries of FBA Stores, LLC. The purpose of this program is to increase customer's core competency skills to be able to successfully run an ecommerce business, properly purchase product, and to leverage AWS as a fulfillment center if needed.
2. In consideration for the training, Customer's purchase price will be $19,995.00.
3. The program includes 6 weeks of one-on-one coaching sessions that will expire 3 months after joining the program if not scheduled already. All Bonuses provided within your package will expire 90 days after joining the program if not scheduled or registered for the event before.
4. Customer will be assigned a coach and will be given a mutually agreed upon time slot when the coach will be available for calls. A phone number will be provided by the coach. If Customer neglects to call in or fails to reschedule prior to the call, the coach is under no obligation to reschedule any missed sessions and Customer's next contact with the coach will be at the regularly scheduled time.
5. Customer will receive assignments to be completed and these assignments will play a critical role in success online. Therefore, Customer hereby commits to completing all assignments given in the time frame required and to act with the information given.
6. When purchasing product from suppliers that AWS recommends, Customer understands that there potentially could be Product Policies and Procedures, which include but are not limited to; pricing guidelines, Minimum Advertised Price (MAP), Minimum Order Quantities (MOQ), and that all product orders cannot be shipped until Customer has sent in all the appropriate items in their entirety. Failure to obey the aforementioned Policies and Procedures can result in partners of AWS terminating their relationship with you.
7. Customer accepts and recognizes that other than the product return/cancellation provided herein there are no refunds for the Amazing Wealth System Program, as access to all online training materials are delivered at the point of sale.
8.AWS commits that as long as Customer applies the techniques and strategies that they teach, AWS will remain by customer's side.
9. Customer agrees to protect AWS Intellectual Property, and to maintain the confidentiality of all information shared by AWS. Amazing Wealth Systems and AWS, LLC are wholly owned subsidiaries of FBA Stores, Inc.
10**. ARBITRATION AND DAMAGES. Customer and AWS agree that any dispute, controversy or claim arising out of, relating to or about this contract, including the breach, termination or validity thereof, shall be finally resolved by AAA Arbitration. The dispute will be decided by a single arbitrator who will apply the AAA Commercial Arbitration rules. The arbitrator shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one**

person's claims, and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force. Customer shall have the right to request that the arbitration be conducted through written submissions only. Any live hearing will be required to be in Boston Massachusetts. IN NO EVENT, SHALL AWS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED.

11. Except as expressly set forth in this document, AWS makes no warranties, express or implied. All other warranties, express or implied, are hereby disclaimed by AWS.
12. These terms and conditions shall be governed by and interpreted under the AWS of the State of Delaware without regard to its conflicts of law principles.
13. I understand and acknowledge that any and all testimonials shared by AWS are not typical and my results will vary depending on my product selection, effort, time, applying the principles taught, price, and marketing efforts. You, the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right. I acknowledge that the only representations under which I have made this purchase are those providing in writing and in this agreement.
14. AWS may provide your contact information to one of our pre-approved affiliates that we feel could potentially assist you with growing your business. If you wish to opt out of receiving third party information you may do so by emailing optout@amazingwealthsystems.com.
16. Prices are subject to change at any time and without notice.
17. If Coaching Calls are put off longer than 90 days without notice, or are not scheduled within 3 months of this contract, AWS has the right to mail you a DVD copy of the coaching sessions and consider you coaching package fulfilled.
18. Customer agrees to hold AWS, its owners and employees, and any or all companies or persons associated with the same harmless of any liability related to any of the products purchased under this agreement.

My signature below represents my agreement with each of the statements and requirements of these Terms and Conditions.

Name: (Please Print) _____

Signature:_____Date: _____

NOTICE OF CANCELLATION:

You may cancel this transaction, without penalty or obligation, within three business days no later than midnight from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller, and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, either (1) fax a signed and dated copy of this cancellation notice to (339)201-7683, (2) mail or deliver a signed and dated copy of this cancellation notice to AWS 293 Libbey Industrial Parkway Suite 150 Weymouth MA. 02189, or (3) email a request to returns@amazingwealthsystems.com.

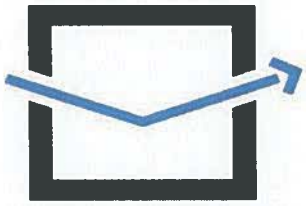
I hereby cancel this transaction._____
Purchaser's' Signature (required): _____
Date (required): _____
Clearly Print Your First and Last Name (required):_____

NOTICE OF CANCELLATION:

You may cancel this transaction, without penalty or obligation, within three business days no later than midnight from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller, and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, either (1) fax a signed and dated copy of this cancellation notice to (339)201-7683, (2) mail or deliver a signed and dated copy of this cancellation notice to AWS 293 Libbey Industrial Parkway Suite 150 Weymouth MA. 02189, or (3) email a request to returns@amazingwealthsystems.com.

I hereby cancel this transaction._____
Purchaser's' Signature (required): _____
Date (required): _____
Clearly Print Your First and Last Name (required):_____

Exhibit I



FBA STORES
Fulfillment By Amazon

Diamond Coaching Bonuses

ACT NOW BONUSES (only included the weekend of the live event)

Bonus #1: TWO Days in Boston with Chris and Adam's Team

Advanced Business Setup in our Office

- (2) Days of Personal Coaching with Chris and Adam's team
- Complete Business Integration and Startup
- See how we operate and everything we do on a day-to-day basis
- Leave with your business set up around your schedule and lifestyle
- Night Out: Seafood Dinner on Boston Harbor

Bonus #2: Private Labeling Marketing Campaign

- When your business is fully operational and ready our team will help you white label or private label a product from sourcing to marketing.
- Direct Manufactures from China with sourcing we already have in place.
- The opportunity to sell a product with 100%+ markup with NO competition

Bonus #3: 2nd Store Setup in Boston with fully loaded laptop & Mifi

- We create your 2nd Amazon store so that you can double your income and sell your products twice as fast. Suppliers Trends & Upcoming Product Releases
- We provide you with the 2nd computer to run and manage your business from so that you don't link both accounts together. We show you how to keep everything separate so Amazon will never link your accounts.

Bonus #4: Elite Coaching Hotline

FBA STORES
Fulfillment By Amazon

"Amazon Insider Network" Mentoring Program

Diamond Coaching

#1 16 Personal 1 on 1 Coaching Sessions

- **1-ON-1 COACHING SESSIONS**
  - 30-60 Min One on One Calls With one of our Coaches
- **3 Life Lines** – Direct Access to your Coach, When YOU Need Him
- **Online Training** where we can see your computer screen, control your mouse, so you will understand every step.
- **Tips, tricks, and techniques** that will increase all aspects of your business.

#2 Done 4 You WHOLESALE Fulfillment

- Immediate Access to Product With 20% Profit Margins: Immediately start buying products from our Wholesale Program:
  - Done For You Deals with Great Profit Margins
  - No Monthly overhead
  - Deal Analysis Before Placing an Order
  - Access to Our Supplier Rolodex
  - Ability to Negotiate Utilizing Our Buying Power
  - Working our team constantly to implement NEW suppliers
  - Shipped right to you

#3 (FBA) Fulfillment by Adam

- FBAMembersArea.com Will fulfill all your shipments and send your products to Amazon
- FBA Warehouse To Send your Products to and we fulfill to Amazon
- We Label & Pack all your products and do all the manual labor for you
- Eliminate Shipping and Labor from your business entirely
- Eliminate the need to run your own warehouse
- No Monthly overhead, No Employees

#4 Two Full Immersion Trade Show Events Per Year

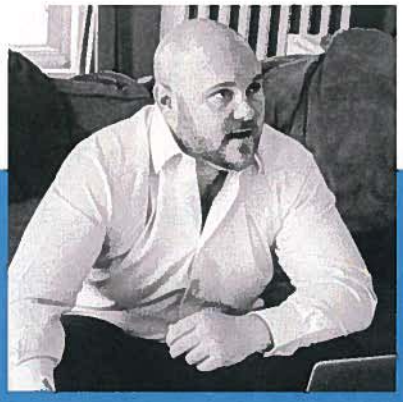
- 3 Days, where all of my "All In" students come to give and receive, network, and get to the next level
- CES Tradeshow in Las Vegas
- January & August, admission will be $4,995 Annually, today I will grandfather you in for Life as a Bonus
- Top Suppliers Trends & Upcoming Product Releases
- Ways Others & You Can Give Back
- Current Systems and Updates
- What you need in Your Business Now
- What you can give to others, give and take
- Obstacles and barriers to overcome and how

#5 Unlimited Access to "The Network

- Product Board:
  - Order Products Directly From our Warehouse, Easy Pay, Shipped to You
  - Access to Daily Deals
  - Access to Monthly Syndicate Deal, First Come First Serve
  - Leverage Network to Sell Your bulk deals to other students, or your product
  - The Network Always has Students looking to place Capital in good Product deals

#6 Ungating in two main product categories

FBA STORES
Fulfillment By Amazon



Chris Bowser



Adam Bowser

FBA STORES COACHING PROGRAM

Online Resource Center

The FBA Members Area education center is an online platform that delivers video training to help you launch and grow your online business.
This information is broken out into several different categories.

1. FBA Coaching

The FBA Coaching page is filled with all types of modules, training videos & content to help educate you on the different areas of your online business. With step-by-step videos training you on how to run a successful online business you will have the availability to reference all the resources you need.

2. Wholesalers

Our wholesalers page is filled with top tier wholesale suppliers that you can contact and build relationships with more companies that can supply you products consistently for your online business.

3. Tools & Software's

Our Tools & Software page has every resource and company you may work with in order to help automate your business along the way. With listing, shipping, tax, & many other software's at your fingertips you will know exactly where to go to help systematize your business as you grow.

You will be given login access to www.fbamembersarea.com to access the site.

Personal 1-on-1 Coaching with our Amazon Experts & Access to our entire mentoring fulfillment team.

Personal coaching will help you acquire the skills necessary to run a 6 figure online business. Our Amazon expert coaches have years of experience and are actively running successful business online and throughout working with them you will develop the mindset of a successful business owner.

1. Your Amazon Expert Coach

We will be assigning our top level Amazon experts that fits your wants and needs to coach you along this journey. This coach will mentor and guide you on the path to being successful in this business.

2. Product Representative

You will be assigned a product representative that will be available Monday through Friday to assist you with any questions you have and help you with any product purchases you need.

3. Coaching Managers

Adam Bowser the co-founder of FBA Stores and Jason Brown the coaching manager are managing and assisting you along the way throughout your coaching journey. You will have their help and assistance at anytime you are stuck or need additional training on any area of your business.

2- Day On Site Office Visit
(Live Training)





It's All About You

In the weeks or months following your 3-Day Amazon Explosion Workshop, you'll have the chance to visit (1) of our office locations either in Boston or Las Vegas. Our travel coordinator will schedule a time for you to come visit and take care of your accommodations during these 2 days at our office. By design, the visit is highly personalized to YOUR business.

2nd Amazon Store Front

During your office visit we will supply you with a Brand New computer and wifi card and assist you on setting up a 2nd Amazon store for your business. This will be setup by your request and customized around what you want your 2nd store to be.

Warehouse Tour

You will experience hands on exactly what FBA Stores does on a daily basis from sourcing to sorting to fulfilling thousands of products on a weekly basis. You will see exactly how a multi-million dollar wholesale company operates.

Dinner With Adam & The Team

The night of your visit Adam & his team will find a restaurant of your choice to fine dine and map out your business plan and find out exactly what areas of the business you need help in along with determining the goals you want to achieve from this business.

3 Day FBA Stores "Full Immersion" Trade Show Event Las Vegas - (Live Training)



Held in Las Vegas Nevada, this incredible Jam- packed 3-day event is the type of signature event that can change your life. You will seldom have the opportunity to acquire knowledge directly from wholesale suppliers that can supply your business money-making products for many years to come. Learn exactly how Adam and his team interact, negotiate and acquires deals from the top suppliers in the world carrying some of the hottest selling products for Amazon.

On Site Visit In Our Las Vegas Office

We spend 1 day educating you on what you want to accomplish at the ASD or CES trade show and how to best take advantage of your time at the largest trade show in the world. The other 2 days will be spent at the convention center walking around meeting new suppliers.

Amazon Elite Seller Panel

You'll have the opportunity to meet other successful online sellers in our "Network" that are looking to increase their business. At this live event you will find top suppliers, trends and upcoming product releases that is only going to increase the amount of sales you do online.

Travel And Accommodations

We will help assist you with flights & hotel, we believe staying together as a team is essential in the trade show experience. While the fun you have in Las Vegas will be world-class, make no mistake that the knowledge and experience you acquire from the event can pay for itself over and over again.

Fulfillment By Adam

Boston Warehouse & Las Vegas Warehouse

The key component to running an online business and making money is finding products that sell and have a healthy profit margin for your storefront on a weekly basis. Fulfillment by Adam is your exact answer on providing you with great selling products for many years to come.

Adam Bowser

Adam Bowser the co -founder of FBA Stores is in complete control of Fulfillment by Adam and sourcing the hottest products in the market for you to buy and resell. Adam and his team have developed a competitive edge in the worldwide supply chain in order for you to buy products a quality prices and resell them online for great profits. Adam has over 12 years of experience in the online business and will be assisting you on your journey of becoming a successful online seller.

The Fulfillment by Adam Team

Fulfillment by Adam consists of over 30 employees that are experts in market analysis, sourcing, packaging and shipping the right products for your business. With offices in Boston & Vegas we handle thousands of products and service them directly to hundreds of Amazon's fulfillment centers. The hard work this team puts in on a daily basis is what will help grow your business for years to come.

eBay Riches Online Course

(On Demand in FBA Members Area)

The 2nd largest online marketplace to offer products is eBay and therefore you need to learn how to sell products on eBay and have Amazon fulfill your orders.

eBay Riches Course

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CERTIFICATE OF SERVICE

I hereby certify that on April 10, 2018, I caused the foregoing document to be filed with the Clerk of the Court via the Court's CM/ECF electronic filing system. Additionally, I served all of the counsel and parties listed on the attached Service List by the methods indicated therein.

/s/ Gregory J. Evans
Gregory J. Evans
Attorney for Plaintiff
FEDERAL TRADE COMMISSION

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Seeking admission Pro Hac Vice

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