

IN THE CIRCUIT COURT OF THE
SIXTH JUDICIAL CIRCUIT, IN AND
FOR PINELLAS COUNTY, FLORIDA

BRENDA COTHERN BOOKS, INC., a Florida
corporation d/b/a/ WENCH PUBLISHING, on
behalf of itself and all others similarly situated,

Plaintiff,

v.

CASE NO.: _____

ALL ROMANCE E-BOOKS, LLC, a Florida
corporation; and LORI JAMES,

CLASS REPRESENTATION

Defendants.

CLASS ACTION COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF
(JURY TRIAL DEMANDED)

Plaintiff, BRENDA COTHERN BOOKS, INC. d/b/a/ WENCH PUBLISHING, on behalf of itself and all others similarly situated (“Cothern”), sues Defendants, ALL ROMANCE E-BOOKS, LLC (“All Romance”); and LORI JAMES (“James”) (collectively, the “Defendants”), and alleges:

INTRODUCTION

1. Cothern brings this class action seeking relief on behalf of itself and other eBook publishers of digital eBooks marketed for sale on All Romance’s online publication websites titled, “All Romance EBooks,” located at **www.allromanceebooks.com** and **www.omnilit.com** (collectively, the “Websites”). Touting up to 5,000 publishing authors utilizing its Websites, All Romance shocked the digital eBook world by suddenly and without explanation announcing to its eBook publishers on December 28, 2016, that All Romance would cease conducting business on December 31, 2016, and by offering the publishers a token 10% of commissions due through December 27, 2016, to settle all amounts due. By implication, All Romance admitted that

commissions earned between December 28, 2016, and December 31, 2016, would not be repaid, and instead would be misappropriated. The total amount of commissions being withheld from the numerous publishers could be staggering. Since the surprise announcement, All Romance has closed the Websites, refused to return any commissions, and presumably sequestered for itself tens of thousands of digital eBooks belonging to the Websites' eBook publishers.

JURISDICTION, PARTIES, AND VENUE

2. This is a class action brought under Florida Rule of Civil Procedure 1.220, which includes aggregate claims for damages exceeding \$15,000.00, exclusive of costs, interest, and attorneys' fees, along with claims for equitable, injunctive relief.

3. At all times material to this action, Plaintiff, Cothorn, was and is a Florida corporation.

4. At all times material to this action, Defendant All Romance was and is a Florida limited liability company carrying on a business venture in Florida under the direction and control of Defendant James.

5. At all times material to this action, Defendant James was and is a resident of California carrying on a business venture in Florida.

6. At all times material to this action, Defendants acted in concert, as joint venturers, joint tortfeasors, as agents, or alter egos of one another, in attempting to perpetrate and carryout the tortious acts set forth below.

7. Defendants submitted themselves to the jurisdiction of this Court under Sections 48.193(1)(a)(1), (2), Florida Statutes, because they carried on a business venture and committed tortious acts in Pinellas County, Florida. Defendants are also subject to jurisdiction under Section 48.193(2), Florida Statutes, because they were engaged in substantial and not isolated activity in Florida.

8. Defendant All Romance further submitted itself to the jurisdiction of this Court under Section 48.193(1)(a)(7), Florida Statutes, because it breached a contract in Pinellas County, Florida.

9. Moreover, Defendant All Romance submitted itself to the jurisdiction and venue of this Court under a standard Publisher Agreement entered into between All Romance and its eBook publishers (the “Publisher Agreement”), which states, in pertinent part:

***14. Entire Agreement; Venue.** . . . Publisher and All Romance agree that any suit or proceeding in connection with this Agreement shall be brought exclusively in the state and federal courts presiding in Pinellas County, Florida USA and that service of process may be made by certified mail, return receipt requested, to the addresses of record for the parties under this Agreement.*

A true and correct copy of the Publisher Agreement in effect as of June 2016, is attached hereto as

Exhibit “A.”

GENERAL ALLEGATIONS

10. Beginning in 2006, Defendant All Romance, under the direction and control of Defendant James, owned and operated the Websites, which served as a platform and marketplace empowering independent eBook publishers to market, list, and sell electronic books and other creative electronic works (collectively, “eBooks”) directly to third-party consumers.

11. Two primary types of publishers listed eBooks for sale on the Websites: (1) *eBook publishing houses* which contracted with third-party eBook authors to market and sell the authors’ eBooks; and (2) *self-publishing eBook authors* who individually managed the marketing and sale of their own eBooks (collectively, both types of publishers are hereinafter referred to as the “Publishers”). Both types of publishers engaged All Romance on the same terms and conditions under the standard Publisher Agreement. (*See Ex A.*)

12. The Publisher Agreement provided that All Romance would remit commissions in the amount of sixty percent (60%) of the proceeds of all sales of the Publishers' eBooks no later than forty-five (45) days after the close of each quarter, and retain the remaining forty percent (40%) of the proceeds. After All Romance had approved a Publisher's application, it activated the Publisher's account, enabling the Publisher to access the Websites to create individual product listings for any eBook the Publisher desired to market and sell to consumers. As such, Publishers enjoyed full control over the eBooks listed on the Websites, including control over sale prices, eBook descriptions, and advertising cover art.

13. The Websites permitted consumers to browse the catalogue of eBooks listed on the Websites, and purchase and download any listed eBooks.

COTHERN'S ALLEGATIONS

14. Cothorn, as did other Publishers, entered the Publisher Agreement with All Romance, and become a Publisher on the Websites in 2013. Cothorn enjoyed success as one of the Websites' top selling authors for three (3) years.

15. On December 28, 2016, Cothorn's years of successful business relations with All Romance abruptly and unceremoniously terminated when it received an email notice, a true and correct copy of which is attached hereto as **Exhibit "B,"** sent to all Publishers, advising that the Websites would be shut down on midnight, December 31, 2016, and that All Romance would not pay Publishers any commissions accruing from sales occurring during the fourth quarter of 2016 (the "Q4 2016 Commissions"). (*Id.*)

16. All Romance instead offered to settle any payment obligation with a Publisher by paying ten percent (10%) of the Q4 2016 Commissions due. All Romance did not offer to repay any commissions due for sales after December 27, 2016. All Romance gave no prior warning of the abrupt cessation of business. In fact, the notice shocked Cothorn and the other Publishers

because All Romance, as late as December 23, 2016, had been soliciting Publishers to pre-purchase eBook advertising on the Websites for the 2017 year.

17. All Romance continued to operate and sell Publishers' eBooks on the Websites from December 27, 2016, until it finally shut down the Websites in January 2017.

18. Under the terms of the Publisher Agreement, All Romance afforded Publishers the right to take down and remove their eBooks from the Website whenever the publishing relationship terminated; however, when All Romance shut down the Websites, Publishers lost that ability. To this day, All Romance, without permission or authority, retains possession of Publishers' eBooks which had been posted on the Websites. Cothorn, as well as other Publishers, reasonably fear that All Romance and James will misappropriate the eBooks and any proceeds derived from their sale.

19. As a direct and proximate result of Defendants' actions, Cothorn suffered damages totaling more than **\$820.42**. The total aggregate damages suffered by Cothorn and the Class Members, hereinafter defined, exceed **\$15,000.00**.

20. All general and statutory conditions precedent to bringing this action have been performed, have occurred, have been waived, or have otherwise been excused by Defendants' actions.

21. Cothorn, individually and on behalf of the Class Members hereinafter defined, has retained the law firm of Byrd Campbell, P.A., agreeing that the law firm shall be paid such reasonable amount as is determined by the Court.

22. The Florida Unfair and Deceptive Trade Practices Act, Chapter 501, Florida Statutes, entitles Cothorn and the Class Members to recover attorneys' fees from Defendants.

CLASS REPRESENTATION ALLEGATIONS

CLASS DEFINITION

23. Under Florida Rule of Civil Procedure 1.220 and Section 768.734, Florida Statutes, Cothorn, individually and on behalf of all others similarly situated, seeks to certify a class (hereinafter the “Class”) defined as follows:

All Publishers who entered into the Publisher Agreement with Defendant All Romance, and who have suffered and will suffer damages from the refusal to pay and misappropriation of any commissions due, as well as suffer any injury caused by Defendants’ continued unauthorized possession or misappropriation of the Publishers’ eBooks after December 27, 2016.

24. The Class includes members who are nonresidents of Florida, whose claims against Defendants are recognized within each respective Class Member’s state of residence and are not time barred, and whose rights cannot be asserted because the Class Member’s state or country of residence lacks personal jurisdiction over Defendants. (*See* § 768.734, Fla. Stat.)

NUMEROSITY

25. The Class Members are so numerous that joinder of all members is impracticable. The Class is made up of more than 100 members. The precise number of Class Members can only be ascertained through discovery, which includes All Romance’s internal records, and these records will also contain the identity and address of each Class Member. The disposition of claims through a class action will benefit both the parties and this Court.

COMMONALITY

26. There is a well-defined community of interest in the questions of law and fact affecting the Class Members.

27. The questions of law and fact common to the Class predominate over questions which may affect individual members, and include but are not limited to the following:

- a. Whether Defendant All Romance breached the Publisher Agreement with Cothorn and the Class Members by refusing to pay any commissions due;
- b. Whether Defendants violated Chapter 501, Florida Statutes, by refusing to pay and misappropriating commissions due, and by maintaining unauthorized possession of Cothorn's and the Class Members' eBooks after December 27, 2016;
- c. Whether Cothorn and the Class Members are entitled to damages; and
- d. Whether Cothorn and the Class Members are entitled to injunctive relief because of the imminent threat that Defendants will misappropriate the Class Members' eBooks.

TYPICALITY

28. The claims of Cothorn are typical of the claims of the Class, and Defendants will have typical defenses to all the claims.

29. Cothorn, like all Class Members, entered into the Publisher Agreement and was harmed by All Romance's refusal to pay and misappropriation of any commissions due, as well as Defendants' continued unauthorized possession of Cothorn's and the Class Members' eBooks after December 27, 2016.

ADEQUACY OF REPRESENTATION

Class Representative

30. Cothorn, as a member of the Class, will fairly and adequately protect the interests of the Class. The interests of Cothorn are coincident with and not antagonistic to the interests of the Class.

31. Cothorn seeks precisely the same relief individually as the Class Members, and the relief sought will benefit the Class.

32. Cothorn is willing to prosecute this case as a class action.

Class Counsel

33. Cothorn has engaged Byrd Campbell, P.A., competent counsel with experience prosecuting actions with claims similar to those at issue in this matter, and which will prosecute this case on behalf of Cothorn and on behalf of the Class.

MAINTAINABILITY

Predominance

34. The questions of law or fact common to the Class Members predominate over any questions affecting any individual member of the Class.

35. The predominant issue affecting any individual member of the Class is whether Defendant All Romance violated the Publisher Agreement and whether both Defendants violated Chapter 501, Florida Statutes, by refusing to pay and misappropriating any commissions due, and by maintaining unauthorized possession of Cothorn's and the Class Members' eBooks after December 27, 2016.

36. The legality of Defendants' actions is an identical and potentially dispositive threshold issue for all Class Members.

37. Defendants have acted uniformly with respect to all Class Members.

38. Proof of damage is a common issue and can be established uniformly for the entire Class.

Superiority

39. This class action provides a fair and efficient method for adjudication of the controversy for the following reasons:

- a. The common questions of law and fact set forth above predominate over any questions affecting only individual Class Members;
- b. The Class is so numerous as to make joinder impracticable. The Class, however, is not so numerous as to create manageability problems. There are no unusual legal or factual issues which would create manageability problems;
- c. Prosecution of a separate action by individual Class Members would create a risk of inconsistent and varying adjudications that would establish incompatible standards of conduct for the Defendants;
- d. The claims of the individual Class Members are potentially small in relation to the expenses of litigation, making a class action the only procedure in which Class Members can, as a practical matter, recover; and
- e. A class action would be superior to and more efficient than adjudicating thousands of individual lawsuits.

COUNT I
BREACH OF PUBLISHER AGREEMENT
(Against Defendant All Romance)

40. Cothorn, individually and on behalf of the Class Members, sues Defendant All Romance for damages that exceed \$15,000.00 for breach of the Publisher Agreement.

41. Cothorn, individually and on behalf of the Class Members, realleges, incorporates, and asserts by reference the allegations set forth above in Paragraphs 1 through 39.

42. The Publisher Agreement required Defendant All Romance to pay sixty-percent (60%) of the proceeds of eBook sales as commissions to each eBook's respective Publisher, no later than forty-five (45) days after the end of the fiscal quarter in which the eBook was sold. (Ex. A at ¶ 9(b).)

43. Defendant All Romance refused to pay any commissions due to Cothorn and the Class Members.

44. As a direct and proximate result of Defendant All Romance's breach, Cothorn and the Class Members have been damaged.

COUNT II
**VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE
PRACTICES ACT ("FDUTPA") UNDER CHAPTER 501, FLORIDA STATUTES
(Against All Defendants)**

45. Cothorn, individually and on behalf of the Class members, sues Defendants for damages that exceed \$15,000.00 for violations of Florida Unfair and Deceptive Trade Practices Act Under Chapter 501, Florida Statutes.

46. Cothorn, individually and on behalf of the Class members, realleges, incorporates, and asserts by reference the allegations set forth above in Paragraphs 1 through 39.

47. Defendants collected the proceeds from sales of eBooks on the Websites that occurred during the fourth quarter of 2016, and possibly beyond.

48. Defendants misappropriated the proceeds owed to Cothorn and the Class Members by refusing to pay Cothorn and the Class Members any commissions due, despite having already collected the proceeds upon which the commissions were derived.

49. In the Notice Defendants emailed to Cothorn and the Class Members, Defendants admitted by implication they would not pay Cothorn and the Class Members commissions due for sales occurring after December 27, 2016. (Ex. B.)

50. Moreover, after Defendants shut down the Websites after December 31, 2016, they have maintained unauthorized possession of Cothorn's and the Class Members' eBooks.

51. Defendants engaged in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of trade or commerce.

52. As a direct and proximate result of Defendants' unfair and deceptive practices, Cothorn and the Class Members have been damaged.

COUNT III
ACTION FOR INJUNCTION
(Against All Defendants)

53. Cothorn, individually and on behalf of the Class Members, sues Defendants for temporary and permanent injunctive relief enjoining Defendants from using or disseminating any of the eBooks Defendants retained after shutting down the Websites.

54. Cothorn, individually and on behalf of the Class Members, realleges, incorporates, and asserts by reference the allegations set forth above in Paragraphs 1 through 39.

55. Defendants shut down the Websites containing eBooks belonging to Cothorn and the Class Members without indicating whether or how Defendants would ensure any digital copies or backups of the eBooks would be permanently removed or erased from Defendants' possession.

56. Cothorn and the Class Members reasonably fear that Defendants remain in possession of the eBooks and may use or disseminate copies of the eBooks without Cothorn's and the Class Members' authority or permission.

57. Cothorn and the Class Members have no adequate remedy at law and will continue to suffer the threat of immediate irreparable harm if Defendants are not enjoined.

58. Cothorn and the Class Members have a substantial likelihood of succeeding on the merits of this case.

PRAYER FOR RELIEF

WHEREFORE, Cothorn and the Class Members pray for judgment and relief on all Counts against Defendants, as follows:

A. That an Order be entered certifying that the action may be maintained as a class action;

B. That temporary or preliminary injunctive relief be granted, pending final adjudication and the ordering of permanent relief, enjoining Defendants from using or disseminating any of the eBooks Defendants continued to possess after December 27, 2016;

C. That permanent injunctive relief be granted enjoining Defendants from using or disseminating any of the eBooks Defendants continued to possess after December 27, 2016;

D. That judgment be entered against Defendants for compensatory damages;

E. That treble damages be awarded for violation of the Florida Unfair and Deceptive Trade Practices Act under Chapter 501, Florida Statutes;

F. That prejudgment interest be awarded;

G. That reasonable attorneys' fees be awarded;

H. That costs of this litigation be awarded; and

I. That such other and further relief as the Court may deem necessary or appropriate be ordered.

JURY TRIAL DEMAND

Cothorn and Class Members demand a trial by jury for all issues so triable.

Dated this 12th day of January 2017.

<Certificate of Service on Following Page>

s/ Tucker H. Byrd

Tucker H. Byrd

Florida Bar No. 381632

J. Carlos Real

Florida Bar No. 012869

William Colby Roof

Florida Bar No. 118888

BYRD CAMPBELL, P.A.

180 Park Avenue North, Suite 2A

Winter Park, Florida 32789

Telephone: (407) 392-2285

Facsimile: (407) 392-2286

Primary Email: TByrd@ByrdCampbell.com

Primary Email: CReal@ByrdCampbell.com

Primary Email: CRoof@ByrdCampbell.com

Secondary Email: SGaines@ByrdCampbell.com

Secondary Email: DPortera@ByrdCampbell.com

Attorneys for Plaintiff

Exhibit

“A”

All Romance eBooks Publisher's Agreement

This Agreement is entered into on this date (logged as registration date), between All Romance eBooks, LLC, a Florida limited liability company (hereinafter known as "All Romance"), which provides content and services to www.allromanceebooks.com and omnilit.com (hereinafter known as "site"), located at 303 Main Street #186, Safety Harbor FL 34695 with an email address of info@allromanceebooks.com and a fax number of 1-866-844-5457, and the registrant whose details have been accurately entered and attested to upon acceptance of this Agreement (hereinafter known as "Publisher");

In consideration of the foregoing the parties agree as follows:

1. Governing Law

This Agreement is legal and binding in all countries. The laws of the State of Florida USA shall apply to the interpretation and enforcement of this Agreement.

2. Non-exclusivity

This Agreement is not exclusive and does not impose any obligation or restrictions on either party with respect to competing business relationships or opportunities.

3. Warranties by Publisher

- (a) Publisher has the full power, right and authority to enter into this Agreement;
- (b) Publisher has not previously and will not grant any rights to any third party that are inconsistent with the rights granted herein;
- (c) Each item provided to All Romance by Publisher and any other material including data and images (in each case, collectively the "Work") are (i) either owned or licensed

by Publisher with full right to publish in accordance with this Agreement, and (ii) do not and will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party;

(d) Publisher warrants that product or associated marketing data supplied contains no libelous or unlawful statements and does not infringe upon the rights of others;

(e) The Publisher agrees that the regular list price of the Work on the All Romance site will not be higher than the regular listed price of this Work on any other site.

(f) The Publisher agrees that all data provided to All Romance, including a Work's categories, heat rating, summary and sample excerpt will all be chosen to honestly and accurately reflect the Work's content.

(g) All Works uploaded by Publisher to the All Romance site shall be subject to this Agreement and additionally eligible for participation in the All Romance "Buy ten, get one free program."

(h) Publisher hereby grants All Romance the rights to reproduce, display, market, and store digital versions of Publisher's Works on one or more computer facilities of or under the leased or similar control of All Romance on a worldwide basis, and to resell Publisher's Works directly to consumers;

(i) To promote sales for Publisher's Works, Publisher grants All Romance the right to distribute any and all content electronically including text, cover art, and metadata associated with Publisher's Works.

4. Warranties by All Romance

(a) All Romance warrants and represents, solely for Publisher's benefit, that All Romance has the full power, right and authority to enter into this Agreement.

(b) Except as otherwise set forth in this Agreement, All Romance acknowledges that all rights, title and interest in and to all intellectual property comprising the Works, including copyrights and trademarks used in connection with the Works, are the property of Publisher or its licensor(s), and in no event, including upon the termination of this Agreement, shall All Romance obtain any rights, title or interest in such intellectual property, copyrights or trademarks.

(c) All Romance agrees that no changes, additions, deletions, abridgements, or condensations in the text of the Work or changes of title shall be made by All Romance, its agents, or employees, without the expressed, itemized, and specific written consent of Publisher.

5. Warranty Disclaimers and Limitations of Liability

All Romance shall not be liable or obligated to Publisher with respect to any breach of this Agreement or otherwise under any contract, negligence, strict liability or other legal or equitable theory for any amounts in excess in the aggregate of the fees paid to All Romance by Publisher during the one year period prior to any such breach with respect to the applicable material. In no event shall All Romance be liable to Publisher for any incidental or consequential damages including, but not limited to, loss of anticipated profits, or benefits of use or loss of business, even if All Romance is apprised of the likelihood of such damages occurring.

All Romance shall not be liable for misuse or unlawful distribution of Works by any customer, consumer or other third party.

6. Termination

Either party may terminate this Agreement without cause upon not less than ninety (90) days notice to the other party. Any termination of this Agreement or withdrawal by Publisher of specific Works or other materials will be prospective, with respect to future sales only. It is the responsibility of the withdrawing party to remove or de-activate from

sale all Works covered under the terms of this Agreement.

7. Restrictions

All Romance reserves the right not to accept any particular Work submitted by Publisher at All Romance's sole discretion, and may remove any particular Work from sale at any time and for any or no reason. Pornographic and obscene Works are restricted and not allowable for upload on the All Romance site, including without limitation, Works depicting sexual acts involving persons under eighteen years of age (exceptions may be made for certain works of literary fiction involving time periods wherein the age of consent was less than 18 and the purpose of the depiction is not for sexual titillation), Works involving any exploitation of minors, sexual or otherwise, Works which contain incest or pseudo-incest themes for the purpose of titillation, Works that are written for or being marketed to the barely legal market, Works that contain rape or scenes of non-consensual bondage or non-consensual sado-masochistic practices that are for the purposes of titillation, bestiality with naturally occurring animals, sex with non-animated corpses, snuff or scat play.

8. Security and Buyer's Terms of Use

All Romance does not encrypt the Works that it sells, apply DRM technology, or prevent printing or "Read Aloud" or "Text to Speech" functions. All Romance posts a message on its web site indicating the copyrighted nature of all material and the fact that making illicit copies is in violation of copyright law. The Publisher is encouraged to indicate the copyrighted nature of each Work.

9. Reporting and Payment of Sales Commissions

(a) Publisher will have access to a Publisher's Sales Report that details each of their work's sales activity during the requested period.

(b) All Romance will pay Publisher commissions based upon the Sale Price (List Price or

Discounted List Price as paid by the buyer, whichever is less) and as reported by All Romance's Publisher's Sales Report. This commission shall be sixty percent (60%) of the Sale Price. Payments for sales are made quarterly in US dollars, within 45 days of the close of each calendar quarter, and are net of bad debt and refunds.

(c) Once each calendar year, Publisher or their duly appointed representative shall have the right to examine at their own expense the accounts of All Romance pertaining to sales of Publisher's Works for the twelve months prior to the date of the request for examination. Requests to assert this right must be made by the Publisher in writing and receipt must be acknowledged in writing by All Romance and such records shall be made available by All Romance to the Publisher within thirty (30) days. In the event that discrepancies are found between commissions paid and those owed in the Publisher's favor, All Romance shall tender such monies due to Publisher within ten (10) days of acknowledgement by All Romance of the discrepancy. In the event that discrepancies are found between commissions paid and those owed in All Romance's favor, All Romance shall deduct this difference from the next quarterly payment(s) due.

10. Bankruptcy

If a petition in bankruptcy is filed by All Romance or against All Romance (and is not dismissed within 90 days), this Agreement shall terminate automatically without notice, effective as of date of All Romance's filing of a voluntary petition (or the expiration of the 90 day period, as applicable) and all rights granted in this Agreement shall revert to Publisher.

11. Benefit

Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of Publisher, and upon and to the successors and assigns of All Romance.

12. Survival

All provisions of this Agreement requiring performance after any termination or the breach of which is not discovered until after termination shall survive and apply to the parties with full force and effect notwithstanding any such termination.

13. Force Majeure

All Romance is released from partial or complete non-performance of its obligations under this Agreement should force majeure circumstances occur, which prevent the fulfillment of such obligations, including without limitation, fire, flood, earthquake, strikes, labor disturbances, revolutions, embargoes, insurrection, governmental orders or regulations, electrical or computer failure, act of, delays or failure to act by any internet service provider or carrier or agent All Romance may use, systems, telecommunication companies and other entities of similar purpose, or any other conditions beyond the control of All Romance. The time stipulated for the performance and fulfillment of such obligations shall be extended for a period equal to that during which the circumstances of force majeure last.

14. Entire Agreement; Venue.

This Agreement constitutes the entire agreement between All Romance and Publisher with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. This Agreement may not be modified or amended except by an instrument accepted by both parties. All Romance and Publisher are and remain independent entities. This Agreement does not create any partnership, joint venture, agency, franchise, sales representative or employment relationship between All Romance and Publisher. Publisher and All Romance agree that any suit or proceeding in connection with this Agreement shall be brought exclusively in the state and federal courts presiding in Pinellas County, Florida USA and that service of process may be made by certified mail, return receipt requested, to the addresses of record for the parties under this Agreement.

15. Electronic Signature

A check in the box below by Publisher shall constitute Publisher's signature signifying acceptance of this Agreement with the intent that it be valid for all purposes and in compliance with the U.S. Electronic Signatures in Global and National Commerce Act of 2000 and the laws of any other applicable jurisdiction.

Updated: 03/14/12 12:00 Central U.S.

LAJ/BAUP

<="" form="">

Exhibit

“B”

From: **All Romance Ebooks** [REDACTED]

Date: Wed, Dec 28, 2016 at 1

Subject: All Romance Closure

To: [REDACTED]

ALL ROMANCE EBOOKS, LLC

6252 Commercial Way #145, Weeki Wachee, FL 34613

To Whom It May Concern:

It is with great sadness I announce that we are winding down the operations of All Romance eBooks, LLC. For the first year since opening in 2006, we will be posting a loss. The financial forecast for 2017 isn't hopeful and we've accepted that there is not a viable path forward.

We are grateful for the opportunity to have worked with you. On midnight, December 31, our sites will go dark and your content will cease to be available for sale through our platforms. This includes any content you are having us distribute to Apple. If you wish to inactivate your content sooner, you can do so by logging into your publisher portal.

We will be unable to remit Q4 2016 commissions in full and are proposing a settlement of 10 cents on the dollar (USD) for payments received through 27 December 2016. We also request the following conditions:

1. That you consider this negotiated settlement to be "paid in full".
2. That no further legal action be taken with regards to the above referenced commissions owed.

If you are willing to accept the offered amount and the terms proposed, please hit the reply on this email keeping the history intact. Change the subject to "Publisher Settlement Acceptance" and copy/paste the acceptance statement below into your email, filling in the fields.

Upon receipt of the signed agreement, I will authorize payment of the settlement amount in full by 28 February 2016 via the method stipulated in your publisher account.

It is my sincere hope that we will be able to settle this account and avoid filing for bankruptcy, which would undoubtedly be a prolonged and costly process.

I appreciate that you may have questions. Unfortunately, we will be operating with limited staff as we prepare for closure. We will do our best to respond to the extent possible and will do so in the order received. Our priority over the next few weeks will be processing settlement requests. At this time, there is no additional information to share.

I thank you for your time and consideration in this matter.

Sincerely,
Lori James
All Romance Ebooks, LLC

Acceptance of Agreement:
I accept the terms of the attached proposed settlement on this date.

Signature:

Electronic Signature

The author's submission of the information entered by selection of the submit button below shall constitute author's signature signifying acceptance of this Agreement with the intent that it be valid for all purposes and in compliance with the U.S. Electronic Signatures in Global and National Commerce Act of 2000 and the laws of any other applicable jurisdiction.

Please note: This message is intended for use by the person or entity to which it is addressed. Please do not disseminate, distribute or copy. If you have received this message by error, please notify us immediately and destroy the related message. Re-disclosure without appropriate consent is prohibited.