

Dear Reader: Thank you very much for downloading this free book which I finished in June, 2024. I wrote it in order to give my writing fans an update on how my reinstatement is going with Amazon. In two words, I can sum it up NOT GOOD!!!

I had previously learned that a number of my books had been blocked from being sold on Amazon because in their content review, they claimed to have found facts that were available on the Internet for free. In non-fiction successful writing, one would expect facts to be available on the Internet but of course, the stylistic writing of an author would not be available.

Amazon is very picky but difficult to deal with when they get it in their minds that you are a plagiarizer. I am not a plagiarizer. I was always the guy that everybody tried to copy from. I didn't copy anybody's tests in school and I do not copy anybody's books or articles. However, I could never convince the content reviewers at Amazon. This behemoth company however, is not a Democracy so I did not get a vote

This is an unusual book in that it has never been published. I know I wrote this as an original book and did not plagiarize any of it. Nobody could ever make up what I have in this book. I hope you like it and I hope you show it to Amazon so they can know how serious I am about being reinstated. As I have often noted, I never did anything wrong while being an Amazon author until 2021, with over 262 books that were once all marketed by Amazon.

You may read this book for free because I choose to give it away. I may publish it eventually and I may not. Either way, you can keep your downloaded copy forever and share it with whomever you like

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God bless you all. Beginning with two potential book covers, here goes. In this short book, I am asking Amazon for another chance and thus, I will use two different titles for this book if and when I choose to have it published.

Enjoy!

I Am Asking Amazon For A Second Chance!

By

Brian W. Kelly

1st Edition

Amazon thinks I plagiarized content, but I did not. I do not typically write novels or fiction books. My books are typically about real life and the facts in my books are compelling. They are on the Internet but my writing is not. I do not cheat or steal and I certainly do not plagiarize. If Amazon is a good company, it can be a great company. It can start by checking all terminations to make sure they are fair and in all cases where they were not fair, including my two terminations, I am asking Amazon to be fair and give me a second chance. Brian Kelly's personal Amazon story gives his perspective on Why he deserves Amazon's second chance and Kelly offers What Amazon should do to change for the better.

Example: Amazon can continue being a big bully but this is not fair to the people who write the books or the people who read the books. This big bully blocked eight books in 2020 by the most published non-fiction author in America. Amazon needs to play fair.

Can Amazon Be A Good American Company?

By

Brian W. Kelly

1st Edition

*This Big Bully like all Well-Resourced Companies Can be
Whatever it wants to be, For its own reasons. Amazon does not
seem to want to be a good American Company.
Brian Kelly's personal Amazon story gives his perspective on
Why and Kelly offers What Amazon should do
to change for the better.*

Example: This big bully blocked eight books in 2020 by the
most published non-fiction author in America

Kindle-content-review+500Dp00000J5pP8IAJ@kdp-support.amazon.com

The meat of this book is about the times I wrote to Amazon asking for them to reconsider my more recent termination. Both terminations were really unfair.

I am asking Amazon and have asked Amazon a number of times already for a second chance to be a bona fide client and an author in good standing. If Amazon reconsiders, it is up to them which of my 262 books from my first termination they would like to bring back and market to the public. I sure could use the income at seventy-six with my wife at seventy-seven.

I do miss writing for Amazon and I think it would be mutually beneficial for them to give me a second chance. If you feel the same, feel free to tell Amazon and to engage with your friends in discussing my request.

This is the text from the second potential cover of this request for reinstatement:

Can Amazon Be A Good American Company?

By

Brian W. Kelly

1st Edition

This Big Bully like all Well-Resourced Companies Can be Whatever it wants to be. For its own reasons. Amazon does not seem to want to be a good American Company. But I hope they change their mind. Brian Kelly's personal Amazon story gives his perspective on Why and Kelly offers What Amazon should do to change for the better.

Example: This big bully blocked eight books in 2020 by the most published non-fiction author in America

When you are finished reading this book, hopefully Amazon will have had enough time to evaluate my request (the main subject matter in this book) and you will be able to make a positive decision about whether Amazon Can Be A Good American Company? Hopefully by then, the answer will be yes and they will have already contacted me to discuss the terms of my reinstatement. Let's keep our fingers crossed and remember all prayers for this to come to fruition are welcome.

Thank you

What you will be reading beginning in Chapter 2 is a number of the requests I sent to Amazon. So far, the Amazon company has yet to respond, so for now, this can be thought of as a one-way set of prose.

Here goes:

Coming up first is the front matter of the book then Chapter One of three chapter before we get to my request for a second chance. I will first, in Chapter 1, provide a brief synopsis of what my issue is all about. Thank you for reading this.

Stay tuned for the formal book description.

I Am Asking Amazon for a Second-Chance! Please!!!

Amazon: The Biggest Bully in Town Canceled Me!

This big bully blocked 17 books before the end of 2021 by the most published non-fiction author in America. Before that I had a great five-year run.

Everybody knows that your business will be severely punished if you decide to mess with Amazon, even if you are 100% right. 17 of my books since 2020 were censored because of the same reason this next guy was blocked: I THINK what I "did wrong" was to use what they consider "widely available facts" which are a lot of facts about the topic I was writing about. The creativity I add comes from my presentation not the facts. Here is an analogy I got on the Internet:

"IF YOU WRITE ABOUT THE MONA LISA YOU WILL ALSO NEED WIDELY AVAILABLE PICTURES BECAUSE THOSE ARE THE ONLY ONES AVAILABLE AT ALL!! THE LOUVRE WILL NOT ALLOW YOU TO TAKE YOUR OWN PICTURES, THUS NO BOOKS ABOUT THE MONA LISA???"

Try dealing with an Amazon reviewer who hopes one day to achieve a promotion for blocking your books from being published. It is as if he or she has a quota for rejected (blocked-censored) manuscripts. Amazon reviewers are tough and in some ways, unkind to authors. They are very matter of fact, uncaring, and unhelpful. Instead of helping authors correct mistakes that might be in the text, the Amazon reviewer seems to hide the specific issues they "found," hoping the corrections cannot be made.

Ask any author facing the "Amazon content review" The reviewer will not tell you specifically what is wrong with your submission. Then, you make an argument and if they respond at all, they do not address the points you make. Instead they tell you that the book will be blocked in five days after their evaluation. On September 15 of this particular year, Amazon took their final punitive step—they canceled me. They call it terminated.

They terminated my account and kept my files and as of September 30, 2021. Now, they no longer sell my books. I contested, threatened to sue and cursed them under my breath but Amazon as a company is 40 million times larger than Lets Go Publish!, my pint sized company. Eventually Amazon KDP reviewers chose not to respond to emails at all and so all my books are censored now. No reason! See what happens when you complain. I am canceled by Amazon.

Some authors like me, publish their books only on Amazon. After 17 books being blocked this year alone because I dared write about the COVID-19, I'm asking: is it possible for me to publish my books without using Amazon at all? Well, maybe! But the point is Amazon has no right to seize my business or not market my books. I wish they would be more forgiving.

Amazon told me I was bad because I used facts that were also on the Internet but they would not give page or chapter references. This is a free Speech violation by a monopoly. Ask others why they use a monopoly to print their books—not many choices is the answer. Am I ideologically censored? They give no phone number. They ignore emails. Then poof, they canceled me. But like the Highwaymen, I am still alive. I made a mistake by going to court and by reporting them to the FTC? It was a dommed mission. Now I simply am asking for forgiveness and a second chance.

By **BRIAN W. KELLY**

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Title: Asking Amazon for a Second Chance

Amazon: The Biggest Bully In Town Canceled Me

This big bully censored 17 books before the end of 2021. They were all written by the most published non-fiction author in America.

Author Brian W. Kelly

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Dedication

I dedicate this book to my wonderful wife Patricia; our three wonderful children Brian, Mike and Katie; and our deceased friendly friends—Ben our always very happy dog, who recently became an Angel, and Buddy, our always cheerful Catholic cat who now lives in Cat Heaven.

Thank You All!

Acknowledgments

I appreciate all the help that I have received in putting this book together as well as all of my other 313 other published books.

My printed acknowledgments had become so large that book readers "complained" about going through too many pages to get to page one of the text.

And, so to permit me more flexibility, I put my acknowledgment list online, and it continues to grow. Believe it or not, it once cost about a dollar more to print each book.

Thank you and God bless you all for your help.

Please check out www.letsGOPublish.com to read the latest version of my heartfelt acknowledgments updated for this book. FYI, Wily Ky Eyely, my wonderful one-time basketball playing "niece," loves this book and recommends it to all. She wants "Uncle Brian" to be our next Congressman and he has announced that he is running.

Click the bottom of the Main menu on Lets Go Publish! to see the big acknowledgments!

Thank you all!

Preface

Why did Brian W. Kelly write this book?

Quite frankly I began to get sick of what I perceived to be Amazon pushing me around whenever I submitted a book. I blamed it on being a thousandaire while Amazon Owner Jeff Bezos is a multi-billionaire many times over. I tried and failed to use a pebble as David against Goliath. Unlike David, however, I was not successful. Amazon prevailed with a fine team of lawyers. Wish me luck on getting a second chance from Amazon. I sure could use it.

I would promise to no longer make available this free book if Mr. Bezos or First Lieutenant Andrew Jassy promises Amazon will please grant me the second chance that I feel I deserve. I suspect a lot of non-fiction authors are rooting for me.

I hope you enjoy this book and I hope that it inspires you to consider that Amazon does a great job while being your prime vendor. You cannot do much better than Amazon as a publisher for their quality if high. In my case, they were difficult to deal with and I took the wrong approach. I know now that I should have used more carrot in my request as the stick does not work at all with all-powerful Amazon.

The first chapter shows the basis for my arbitration case v Amazon and that is why it is the introduction to my Case v Amazon!. Wish me luck in getting reinstated. I feel enough time has passed that Amazon just might hear my request and grant me a second chance. I know I will be a more conciliatory author when they do. The stick approach will never work against Amazon so forget about it. I sure learned my lesson.

I wish you the best.

Brian P. Kelly, Publisher
Wilkes-Barre, Pennsylvania

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About the Author



Brian W. Kelly retired as an Assistant Professor in the Business Information Technology (BIT) program at Marywood University, where he also served as the IBM i and Midrange Systems Technical Advisor to the IT Faculty. Kelly designed, developed, and taught many college and professional courses. He continues as a contributing technical editor to a number of IT industry magazines, including "The Four Hundred" and "Four Hundred Guru," published by IT Jungle.

Kelly is a former IBM Senior Systems Engineer and IBM Mid Atlantic Area Specialist. His specialty was designing applications for customers as well as implementing advanced IBM operating systems and software facilities on their machines.

He has an active information technology consultancy. He is the author of 313 books and numerous technical articles. Kelly has been a frequent speaker at COMMON, IBM conferences, and other technical conferences.

Brian was a candidate for US Congress from Pennsylvania in 2010 and he ran for Mayor in 2015 in his home town. He he brings a lot of experience to his writing endeavors.

Chapter 1 Introduction to the Case

Introduction to the AAA Arbitration Case V Amazon

Brian Kelly's Information for the Amazon Complaint

This chapter contains light information about the full Arbitration case against Amazon for its use of its massive monopoly power to block its author client base, specifically, in this case, Brian W. Kelly and his small company, Lets Go Publish!) v Amazon. Amazon KDP, who in many ways behaved in the proceedings as an incompetent bunch of goons. It was like dealing with a gestapo who did their best to prevent the truth from escaping from Amazon.

Amazon's action against Brian Kelly's sole proprietorship publishing company prevented me from enjoying my right of free speech as Amazon ignored the implied contract that was in effect since I began to use the services of CreateSpace, a wholly owned company of Amazon's from the 2016 time frame. By the way, Amazon bought out CreateSpace because at the time, CreateSpace was the best stop for independent authors and publishers who did not have the patience to be discovered by the elite industry publishers.

All went well between the parties until Amazon imposed its full control of CreateSpace after four years concluding in 2020. In 2020, Amazon began to exert what could be called a bully-monopoly power into the formerly CreateSpace's smooth operating business.

Amazon and the other Big Tech Oligarchs who are known to censor free speech by shutting down customer accounts in an act euphemistically referred to as canceling, do not act independently. Instead they serve as surrogates of what today might be labeled as the WOKE mob in concert with the Democrat controlled national government.

Scholars have referred to these exceptions as the entanglement exception and the entwinement exceptions of the First Amendment.

They apply when private companies such as Amazon do the government's bidding. Do they receive anything in return? Of course.

The entanglement exception applies when an action to restrict speech by a private party is such that the state has significantly involved, or entangled itself, with the private action. This occurs when the "power, property, and prestige" of the government is behind the private action, and where there is evidence of the overt, significant assistance of state officials. In this case it is the cancellation of conservatives from Amazon and other Big tech services.

The entwinement exception applies when an action of a private party can be treated as though the action were of the government itself (i.e., overlapping identities). These exceptions are rarely used in free speech cases and apply in very limited situations, typically in cases involving the Equal Protection or Establishment Clauses which are not relevant in most social media contexts. Today many people cannot tell when the government has ordered Big Tech to behave in a certain way or they are restricting free speech on their own hoping to receive some government leavings.

As such, Amazon does the bidding of the US government, and thus their conduct fits within the scope of the Free Speech Clause of the First Amendment to the Constitution. I did not argue this in my arbitration case against Amazon because I would have needed a law degree to make my case on Constitutional grounds.

Well, here we are folks. Perhaps we are already in the future and the notion of free speech and independent thought have already passed us by. Or perhaps it is not too late for the world to get a grip and arrest control of our minds from the Big Tech Oligarchs that have surreptitiously stolen that ability from all of us, whether we know it or not. We stand at the threshold of a change that has the potential to become a disaster. Can unconstrained thought survive?

This lawsuit against one of the largest Corporate Big Tech Oligarchs – Amazon, Inc. if not the largest, was about much more than Brian Kelly, a small time publisher and Lets Go Publish! a small publishing company from Wilkes-Barre Pennsylvania. Amazon insisted that we go to arbitration and I lost the case because I did not know enough

about the law and Amazon had excellent lawyers. Plus, my opinion is that the Arbitrators did not give me arguments a fair hearing. I have no resources to appeal and the cost for my family approached \$15,000. If I had to do it over again, I would have kept the \$15,000 unless I could have found a law firm to take my case which I am convinced was winnable by a smart law firm.

Wilkes-Barre, PA, by the way is the perfect small burg in the USA in which to resolve the greatest thought battle mankind has ever faced. This lawsuit and the issues it presents, seeking fair solutions was not resolved by the PA courts, not the largest courts in the land. Three arbitrators paid for by Amazon and Yours Truly paid these “judges for their work. Amazon should be pleased but I am not.

In this case, I was well aware that behemoth Amazon was at an advantage but I thought my case was compelling. For the record, Amazon is not just forty times larger than Kelly’s company. It is also not four hundred forty times larger than Kelly’s company. Not Forty thousand times larger than Kelly’s company. It’s not four hundred thousand forty times larger than Kelly’s little company, skipping a few increments along the way, the fact is that I could say- it is not forty million times larger than Kelly’s company but that is pretty close to what the size difference is. For me, I admit today, it was a fools errand. .

Just a week ago with Amazon’s meteoric growth, Jeff Bezos’s “once little” company is now a little more than a little more than forty million times the size of Brian Kelly’s Lets Go Publish! (LGP) So, why would they care about Brian Kelly’s little company.

I wish they did not. For God sakes, I still cannot figure out why Amazon’s KDP acted like if they did not put my company out of business, their future might be threatened. You won’t see in this short epitaph, the full intensity at which the Amazon KDP reviewers operate. But it’s as if Jeff Bezos, Amazon’s founder would be forced to admit he would take his ball and go home if Kelly succeeded. Well, he did for heaven’s sake. Would that not be a small admission?

Most companies in the world are small organizations such as LGP that have few resources available to hire employees--some sometimes or

maybe a few contractors over time. Meanwhile with 1.3 people on board after hiring 500,000 in the last two years I toiled for Amazon, , Jeff Bezos and Andrew Jassy, Bezos's new boss man have the luxury of making a mistake on their next new hire. Lets Go Publish! (LGP) on the other hand has to make every dime count. Now, with Amazon removing all income possibilities from LGP, to say the environment is a tough one is a major understatement.

These huge companies are a new phenomenon and these behemoths have sizeable agendas that do not consider the good of the public or their customers. Their agendas are driven by government and political parties and ideologies. The WOKE notion has become one of their favorites.

This particular lawsuit demonstrated the lengths to which Big Tech will go to punish small entrepreneurs and small companies to satisfy their quest for power regardless of who gets hurt. As noted, Amazon is 40 million times larger than Lets Go Publish! (LGP) and yet Brian Kelly, the owner of Lets Go Publish with 313 books to his credit, is unquestionably the most published non-fiction author in America.

Yet Amazon has bullied Brian Kelly into not being able to run his business anymore because Amazon KDP has fabricated untrue charges against him. Even if any of these charges were true, Amazon KDP would not have the authority to "punish LGP" based on the fact that KDP is not a publisher. If the world were a fair place, I would not have been terminated.

Amazon is merely a provider of a service to LGP, . It has no right to take any harmful action against Brian Kelly or Lets Go Publish. That is one of the major reasons I started using the courts system of justice. Amazon has a sense of power that it can do anything it wants and nobody can stop it. The lawsuit I brought forth was supposed to stop this but I lost because quite frankly I was out-gunned.

To me, it sure is a puzzle as to why Amazon took on one of its successful independent revenue generating companies. It seems they found many Kelly titles objectionable. For example over 25 Kelly books had Trump in the title. Even so, Why would they work so hard to put such a small company as Lets Go Publish! out-of-business.

What constructive purpose can this achieve? It does not matter now, they did and they won in arbitration. That's enough spilled milk.

I explain all of this in other books. Right now, I am making my case to Amazon for them to please give me a second chance.

Chapter 2 Requests to Amazon Content Review

Dear Amazon Content Review:

I am again sending my request for reinstatement to your attention with this lengthy explanation and my supplicant request to be among Amazon's active author's again. For whatever I did to upset Amazon, I am truly sorry and I promise that when my second chance is granted, I will be an even better author than the one who has produced over 313 books in less than ten years.

I ask you to please give me another opportunity to be part of Amazon KDP. You won't regret it. After my earlier request dated April 15, 2024 below, I have added a request from Xlibris Publishing via **Author Solutions** to Amazon In this request, I ask that Amazon kindly offer the Xlibris book **The Greatest Man In Our Time** by Yours Truly for sale by Amazon.

Again, I ask you to reconsider me as a viable candidate as my books sold well while I was an author in good standing with Amazon. Every man deserves a second chance. Don't you think. Thank you for your consideration

bkelly@ptd.net is my original account tiwht Amazon ; bwkelly@ptd.net is the second account to created. Amazon really frowns upon 2nd accounts to make up for termination. My perspective is that I have suffered enough and I mean no harm to Amazon.

The following note to Amazon Content Review was originally sent on April 15, 2024, after Amazon terminated me “for good.”

Dear Amazon KDP Account Review

I have not heard anything about this response last made on 5/16/2024. Have you received it? Thank you

I created another account at a friend's suggestion because I was advised it would work out now that there is no ongoing conflict between us. [The lawsuit and subsequent AAA arbitration has been settled and as you know Amazon's team of lawyers won a complete victory.] The book that drove me to creating a second account was a memoir which I needed published about my recently deceased sister. It was not anything that could be thought of as controversial.

In our resolved dispute, Amazon represented that it was not interfering and not planning to interfere with my relationship with third party publishers such as Draft2Digital. Because of the help I received to get this memoir book published, my siblings and other friends and relatives were able to enjoy the memories of our beloved family member. In addition to being my older sister, she served as a maternal presence for us both before and after the death of our mother.

Regrettably, she passed away on December 27th 2023. She would not die on Christmas for her own reasons. Instead, she delayed the inevitable for two more days for God to take her. It was the twenty-seventh of December when the nurse opened the windows up early that morning to let her spirit out as she was heading to the Lord. I was able to publish this book because I did so with my new account id of bwkelly@ptd.net.

From right before she got sick with cancer in October 2023, I began to send her an email almost every day. In the emails, I recounted our life together on High Street and the seventy some years we spent in our respective families. During this time, we saw plenty of each other and we loved each other and we loved our visits to pieces.

Eventually the emails during her illness began to chronicle stories we both enjoyed from our past and we began to call them **The Dear Dear Chronicles**, which is what I named the book. Dear Dear was the name my mother had given my sister Nancy as a sign of deep endearment.

The stories were many such as when my sister Nancy was in the convent and my brother's cat licked the icing off a neighbors cake while our parents were at what Catholics call the "Wake." It was my grandmother McKeowns funeral. Undaunted, my sister Nancy, home from the convent for the funeral, whipped up a new batch of icing to hide the then bald cake from our parents.

We also recounted the night she proudly adopted a stray kitten from the neighborhood and announced him as Tabby. When I looked at the cat, something in me caused me to call him Pouter Poutmann (pronounced Pooter Pootman). By the next day there was no longer a Tabby as his name had become Pouter. From the beginning, Nancy told me she liked the name Pouter-- no apologies were needed.

My cousin Rita read every one of those emails and she told me I should write a book about them. When Nancy went to the Lord, I was filled with great grief and I began the project and completed it by reformatting the Emails into a book in just a few weeks. I then had to find a publisher to print The Dear Dear Chronicles for the family to enjoy. My second account with Amazon fulfilled that need.

None of the publishers I had worked with in the most recent past were as good as Amazon. Therefore, I tried to figure a way to get back in Amazon's good graces after having been terminated several years back for supposed plagiarism, (which, by the way, was not true).

Since the Brian W, Kelly v Amazon dispute was resolved in AAA arbitration, [though not to my satisfaction, it was nonetheless over] I thus felt it was worth the chance to try opening another account. In my defense, all of my work throughout the years, approaching 400 titles in total, was original. It worked as The Dear Dear Chronicles were published by Amazon on behalf of my new identification on Amazon bwkelly@ptd.net.

One thing about facts is that they are unchangeable no matter what the source. Moreover few facts are not available on the Internet. Think about that for awhile. For a non-fiction writer, they says it all.

Though available on the internet as facts, the text on the Internet is not the way I would write it. And, when I did copy a quote from the Internet, to differentiate it from my own, I would enclose it in quotation marks. I am not and never have been a plagiarist but, for a mostly non-fiction writer, it is tough to prove original work

I forgive Amazon for not believing that I had not copied the contents of any book.

I had sued Amazon to reclaim my rights and it took about a year to resolve the matter through AAA Arbitration. I hoped to have Amazon KDP reverse its termination decision which it had made. [Amazon claimed my book contents had portions that were freely available on the Internet but as noted, this was not true.]

Of course, as discussed above, we all know that facts in most good non-fiction books are available freely on the Internet. My plan was to be able to again create books and receive royalties from Amazon but the royalties were the least important notion.

I had a good case but I was my own lawyer without a law degree and Amazon had the best lawyers. It was too much to expect that the AAA court of arbitration would see everything my way. In fact, unfortunately, as the verdict played out, they literally saw nothing my way.

So, unfortunately, I lost the case basically because I could not afford a lawyer. Despite not having to pay for a lawyer, the arbitration still cost me well over \$15,000 as Amazon insisted there be three arbitrators on the case which we both had to pay. Amazon paid the same amount to AAA as I did.

I had tried a number of small publishers to replace Amazon KDP after that, such as Draft2Digital (D2D), Xlibris, and Book Baby but none were as good as Amazon. Moreover, other than Draft2Digital, it cost hundreds of dollars for each book published.

Amazon clearly had the best offering. It cost nothing until a book was sold and then I would receive a royalty based on the sale price. I did not have to pay for publishing. Quite frankly, I miss that part of Amazon. It is great for authors

Draft2Digital had a similar financial arrangement to Amazon's for authors and I found them to be an acceptable replacement. However Amazon had a clause in its terms to which Draft2Digital had agreed. When Draft2Digital ended our print relationship, It cited that the Amazon terms stated that no terminated Amazon author (my status) could be a print client of D2D.

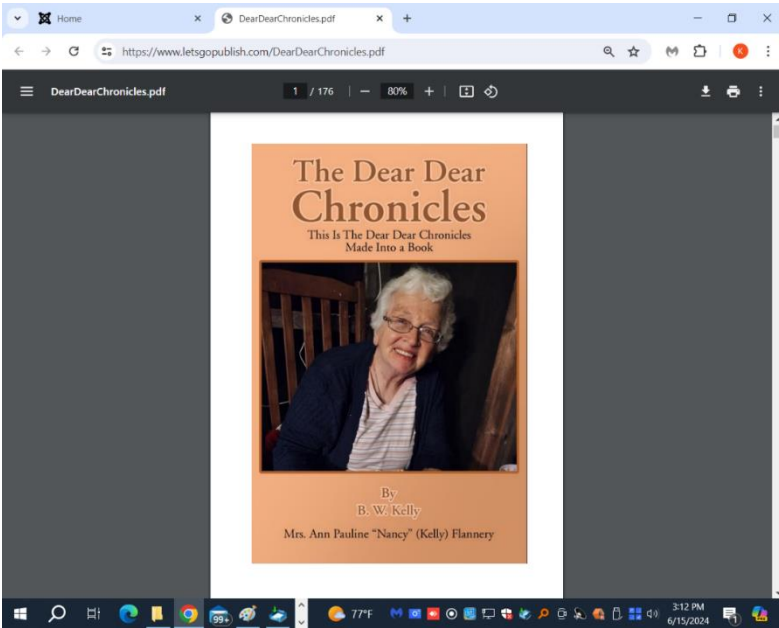
Draft2Digital still fears that Amazon can cancel their contract if they do not abide by all terms and so they want to be a good Amazon customer by adhering to the terms. They know they cannot afford being disconnected from Amazon. Since I had

been terminated by Amazon, D2D informed me that I had thus lost the opportunity to use them for my print service to create paperback books.

Draft2Digital's notification spelled out the reason as Amazon's terms in their contract. They were forced to depublish and delist my titles and they informed me that they could no longer accept new print titles from me.

While I was looking for someone such as Amazon to publish, print, and market my books, a friend recommended that I simply create a new account with Amazon as B.W.Kelly and publish *The Dear Dear Chronicles*, the book I wrote for my sister. It worked and Amazon did a great job in the production of the book.

That is why it is so difficult for me to find myself in a terminated status again. It is a shame that there is not a way for even now for Amazon to choose to continue to at least market *The Dear Dear Chronicles*. Because of Amazon's termination of my account, my siblings, relatives, and friends now again have no place where they can purchase a Brian Kelly book, including **The Dear Dear Chronicles**.



After I bought a number of printed copies from Amazon from the B.W. Kelly account, as did several relatives, I also wrote a book about the Kansas City Chiefs. It was all original with no plagiarism but Amazon did not review it that way and they told me they were forced to block it.

I do forgive Amazon for thinking I am a plagiarizer but I am not. While I was making my arguments to convince Amazon that my work was original, I had more bad luck. My Internet Service Provider (ISP) who hosts my account had a systems problem and I could not send my prepared response to Amazon Content Review. It showed my intention to comply, to Amazon's demands as part of my account scrutiny.

In my response which could not be sent due to the system problem, I had written to the Account Review Team that I would comply with their wishes and do as they instructed in order to address my account issues. But my ISP's REPLY email function

would not work and thus, I could not reply. REPLY in my Web Mail account simply did not work. So Amazon gave up on waiting and eventually terminated my new account.

When the ISP fixed the problem, I was finally able to send my response to Amazon Account Review that I would comply to Amazon but their internal clock said my five days were up and about the same time, they terminated my new account. As I recall, it was the same day that the REPLY began to work.

On the first day that I began to write this particular entreaty, I appealed for the fourth time to Amazon Content Review and I also divulged that I had been terminated once before. Amazon appeared upset as they did not like this. In arbitration, the judges had resolved all of the issues so I thought I was OK.

Amazon KDP then informed me that they were deleting my work and they would no longer offer any of my books from any of my accounts for sale. In my return to Amazon as B.W. Kelly, I had about five books published. I had 262 books published several years prior as Brian W. Kelly (bkelly email).

My termination both times at Amazon was unfortunate and from my perspective, it was unwarranted. I did not copy from the Internet. My work was always original but I could not prove it though I tried.

When I sued in arbitration, because of my first termination, trying to get my account back and this time with the termination notice as received the day before I began this response, I was innocent both times.

However, I could not convince the Amazon Content Review Team that I had used facts from the Internet but that all of the writing in the manuscript was original. I never plagiarized anything in my manuscripts. I would take a lie detector on that.

New Perspective: What if Amazon KDP Was staffed by kinder, gentler souls?

Just suppose Amazon chose to permit me to come back and be reinstated as a KDP author. I certainly would like that. Moreover, I would be a different and an even better client.

For example, if Amazon wanted to block a book, I would not argue because working with Amazon KDP is a lot better than not working with Amazon KDP. With a new life with Amazon, I surely would not want to displease the content reviewers.

The second termination as of yesterday came about because I had composed a response to a book blocked by Amazon Content Review titled **Great Moments in Kansas City Chiefs Football, 1960-2024**.

Unfortunately, as noted, my email REPLY to the long address for Content Review would not work and it took more than a week for my ISP, Penteledata, to fix the problem.

Coincidental with my response stating that I would unpublish the book in question, I was terminated because Amazon believed I had not responded in time as to how I was going to handle my suspension. In this, I was a victim of circumstance. My goal was to be one of the best Amazon KDP customers of all time but I failed by circumstances. It surely was not my intention. I worked hard with Penteledata trying to resolve the REPLY issue.

My Amazon request is for a second chance.

I would like another chance. I would be pleased to be a model author for Amazon and together we can make a lot of royalties. If only Amazon KDP would give me another opportunity, the company would not regret it. I am a very good writer and I do not plagiarize my content.

My books are mostly fact based and unlike novels, I would expect all the facts in my books would be freely available on the Internet. The value I add, I argue, is my style of writing and the book formatting.

As previously noted, with my Brian W. Kelly account for over five years, I had written 262 books before being terminated several years ago. My dispute in this matter has been resolved for over six months now.

A fair action on Amazon's part would be to give me another chance or at least permit me to be published by third parties such as Draft2Digital. There is no reason to simply shut down my ability to publish books.

After several years of being estranged from Amazon, I would suggest that even if guilty which I am not, I have been punished enough and I look forward to working with Amazon KDP again if we can forgive each other.

I do forgive Amazon. I want this very much to happen because Amazon KDP is every authors best opportunity.

In the event that the Account Review Team cannot give me another opportunity because of the rules or some other good reason, I would ask for just one favor that would not cost Amazon anything.

In my recent arbitration which concluded with a complete victory for Amazons team of lawyers, I had asked for compensation and I had asked for Amazon to OK a Draft2Digital (D2D) reinstatement.

A look at the arbitration decision and you can see that Amazon won because their presentation said that it was always OK for D2D to have Brian Kelly as a print client. If Amazon simply tells D2D that it will not be hurt if they publish my books, that would

re-enable my career as an author.

Amazon's terms as previously noted caused Draft2Digital (D2D), a fine book publisher, who use Amazon services in the production of their paperback books, to drop my print account.

D2D is a great Amazon client. They had sent me a note that because I was terminated by Amazon that they (D2D) had to de-publish and delist all of the paperback books (nine) that I had produced with them. They also said they could not accept any new print books from me. This has affected my family as now is not a good time in America to not be able to keep up with inflation.

If I cannot be an Amazon KDP author, then I would ask again for Amazon to write D2D a short note telling them that they can resume publishing paperbacks for Brian Kelly. This would help me immensely and not cost Amazon even a dime.

This would put me back in the publishing business and it would help D2D to believe that Amazon would not punish them in any way for reinstating me as a print client.

As noted, Amazon's lawyers won this part of the arbitration against me by arguing (claiming) that they had no such policy and that D2D was never impeded by Amazon from serving Brian Kelly's publishing needs.

I have already shared the chief judges decision and rationale with the Operations Staff at D2D but that was not enough for them. They are still concerned about the possibility of being punished in some way by Amazon if they take action to reinstate me as a print client.

As noted, Amazon won the arbitration with great lawyers and I had no lawyer and obviously I had not convinced the arbitrators that my proof was substantial enough to win the case.

As the winner, I would ask Amazon KDP's Content Review Team or the proper area of Amazon to compose a letter such as the following and email it to Draft2Digital or send it USPS. Amazon has nothing to lose and I would have a new publishing life to gain if I can be reinstated.

Please send something such as the following to D2D's Operations Manager, Tara who is my contact for my attempts at D2D reinstatement, She can be reached by email at Draft2Digital Support <
support@draft2digital.com

I would ask that you respond to Tara with a note that states simply that Amazon KDP and Brian Kelly have settled their dispute and that Draft2Digital (D2D), from Amazon KDPs perspective, is free to resume their Print Publishing relationship with Brian Kelly.

This would help me immensely. Thank you for your consideration. It is most appreciated.

As
bkelly@ptd.net,

I had written 262 books prior to being terminated. Recently, I wrote 5 more books including The Dear Dear Chronicles before my recent termination as
bwkelly@ptd.net,

All of my 313 current books are listed on letsgopublish.com, my publishing web site. I am a serious author and I just need the opportunity to be published again.

You will not regret it if you choose to help me in this cause. Please help me.

Thank you

Brian W. Kelly

There is no reason for Amazon to keep punishing me no matter where I go to help my ability to publish books successfully.

Chapter 3 Author Solutions Requests to Amazon

This chapter contains a series of notes from Author Solutions, a company used by one of my other publishers, Xlibris. This began when my Xlibris rep told me that a book published by them was being sold by Amazon. However, I could not find it on Amazon when I looked.

Amazon prices are good so I asked them to see if they could get Amazon to distribute the book. I would have purchased some books from Amazon if the book were available. It took a few back and forth messages before Author Solutions gave up.

These notes, for example show that Amazon still inflicts pain on me, whether intentional or unintentional. Since I cannot talk to Amazon, I cannot discuss this issue with them so I hope they download this book and read my requests and the requests made by Author Solutions on my behalf.

As highlighted, this note is from Author Solutions regarding a specific book title **The Greatest Man In Our Time** by Brian W. Kelly published by Xlibris

Xlibris is a publisher that uses many distribution channels and they were hoping Amazon would distribute my recent book which I paid Xlibris to publish. This note is from Michelle Parsons of Author Solutions. This shows the effort Author Solutions undertook to help grant my request. Here are a number of the messages that surrounded this effort.

Hi Brian,

Good Day!

We received a feedback from Amazon today.

Per Amazon, they are not able to make your title available on their website. We've asked them of the reason why they have rejected the book but unfortunately, they did not provide any reason. Below is the response that we received from Amazon.

Sincerely,

Michelle Parsons

Registration and DISTRIBUTION services
post publication department

Author Solutions

1663 Liberty Drive

Bloomington, IN 47403

P: 877.775.7551 ext. 7695

F: 812.355.4079

Michelle.Parsons@authorsolutions.com

On the next page I included Amazon's response from their Kindle Division (KDP) to Author Solution's requests:

Hello,

We have received the information regarding the issue of your title.

We've reviewed the information you provided and we are upholding our previous decision to remove your titles from sale on Amazon.

Please be advised that this is our final decision and we won't be offering further insight or action on this matter.

Thank you.

Thank you for using Kindle Enterprise Publishing.

Your feedback helps us improve our service.

Click here to rate our service
Kindle Enterprise Publishing
<https://kep.amazon.com>

On the next page is a continuation of the emails in the exchange from my request to Amazon's rejection:

From: Michelle Parsons

Sent: Friday, May 31, 2024 10:17 AM

To: 'bkelly@ptd.net' <bkelly@ptd.net>

Subject: RE: Availability in Amazon - Project 852354 | The Greatest Man in Our Time

Hi Brian,

Good Day!

This is just to let you know that your book has been forwarded to the Amazon content review team for further checking. Per Amazon, they'll provide additional feedback within 4 business days.

Thank you.

Sincerely,

Michelle Parsons

Registration and DISTRIBUTION services

post publication department

Author Solutions

1663 Liberty Drive

Bloomington, IN 47403

P: 877.775.7551 ext. 7695

F: 812.355.4079

Michelle.Parsons@authorsolutions.com

From: Michelle Parsons
Sent: Wednesday, May 29, 2024 10:04 AM
To: 'bkelly@ptd.net' <bkelly@ptd.net>
Subject: RE: Availability in Amazon - Project 852354 | The Greatest Man in Our Time

Hi Brian,

Good Day!

We received a response from Amazon- according to them, they need more time to look into the problem, and that they'll send us more information as soon as possible.

Thank you.

Sincerely,

Michelle Parsons
Registration and DISTRIBUTION services

post publication department

Author Solutions
1663 Liberty Drive
Bloomington, IN 47403
P: 877.775.7551 ext. 7695

F: 812.355.4079

Michelle.Parsons@authorsolutions.com

From: Michelle Parsons

Sent: Friday, May 24, 2024 10:02 AM

To: 'bkelly@ptd.net' <bkelly@ptd.net>

Subject: RE: Availability in Amazon - Project 852354 | The Greatest Man in Our Time

Hi Brian,

Good Day!

This is just to let you know that we have not received a feedback yet from our distribution partner [re: Amazon] but we already made a follow up. We will contact you again as soon as we hear back from our distribution partner.

Thank you.

Sincerely,

Michelle Parsons

Registration and DISTRIBUTION services

post publication department

Author Solutions

1663 Liberty Drive

Bloomington, IN 47403

P: 877.775.7551 ext. 7695

F: 812.355.4079

Michelle.Parsons@authorsolutions.com

From: Michelle Parsons

Sent: Tuesday, May 21, 2024 2:11 PM

To: bkelly@ptd.net

Subject: RE: Availability in Amazon - Project 852354 | The Greatest Man in Our Time

Dear Mr. Brian Kelly,
Good Day!

Your concern below was forwarded to our department.

We have reached out to our distribution partner regarding your books availability on Amazon.com. As soon as we have a feedback from our distribution partner, we will update you.

Thank you.

Sincerely,

Michelle Parsons

Registration and DISTRIBUTION services

post publication department

Author Solutions

1663 Liberty Drive

Bloomington, IN 47403

P: 877.775.7551 ext. 7695

F: 812.355.4079

Michelle.Parsons@authorsolutions.com

Recent note to Michelle Parsons of Author Solutions from Brian Kelly

Date: Thu, 06 Jun 2024 08:51:33 -0400
To: Michelle.Parsons@authorsolutions.com
From: "Brian W. Kelly" <bkelly@ptd.net>
Subject: Fwd: Dear Amazon KDP Account Review

Michelle

I received a copy of the Amazon rejection of your request to host my book, *The Greatest Man In Our Time*

Thank you very much. Feel free to try again.

I had been an Amazon client but they terminated me and I have been appealing it. I was not aware that Amazon's content review reached into areas regarding books not published by Amazon but Xlibris.

I do not know what I did to make them be so determined not to be helpful.

Thank you for trying again.

I sent Author Solutions a copy of my request to Amazon for reinstatement but nothing helped move this Behemoth onto doing something nice for a former client.

This is a copy of my latest request to Amazon for reinstatement.

...

Author Solutions

1663 Liberty Drive
Bloomington, IN 47403
P: 877.775.7551 ext. 7695
F: 812.355.4079

Michelle.Parsons@authorsolutions.com

From: Brian W. Kelly

What this means:

Therefore Amazon will not even sell my books that are published by other publishers even though this is normal practice. I do not know why they keep making it tough for me?

I will keep trying to gain reinstatement. I ask all readers of this “Help Me” book to help me by writing Jeff Bezos at Amazon

jeff@amazon.com

Thank you