

**Subject:** Fw: Royalty Statement: America Star Books  
**From:** DON DAVIDSON  
**To:** support@publishamerica.com;  
**Date:** Sunday, September 14, 2014 9:44 PM

I am writing again since I received no response to my email of August 29th (see below).

I have attached a copy of the royalty statement from January 2014. It clearly indicates that you owe me royalties of \$1.03. Our contractual relationship ended in July. Please send me a check for the royalties of \$1.03 which you owe me.

May God bless,  
Don Davidson

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

**From:** DON DAVIDSON ·  
**To:** Gail (Royalties) PublishAmerica <royalties@publishamerica.com>; PublishAmerica Author Support Team <support@publishamerica.com>  
**Sent:** Friday, August 29, 2014 10:29 AM  
**Subject:** Re: Royalty Statement: America Star Books

Now that our contractual relationship is over, when are you going to send me the royalties from the January, 2014 royalty statement, which was \$1.03?

May God bless,  
Don Davidson

**From:** "Royalties@AmericaStarBooks.com" <Royalties@americastarbooks.com>  
**To:** >  
**Sent:** Thursday, August 28, 2014 5:12 PM  
**Subject:** Royalty Statement: America Star Books

**America Star Books, LLLP**

**Subject:** Don Davidson: Royalties Question  
**From:** America Star Books Support (support@americastarbooks.com)  
**To:**  
**Date:** Monday, September 15, 2014 8:38 AM

Dear Don Davidson:

Thank you for your inquiry. If your last statement shows that your sales have exceeded the threshold, we will need your PayPal account address, and we will make payment within two weeks. Please submit the address here:

<http://www.americastarbooks.com/PayPal>

Thank you,  
America Star Books Support Team  
support@americastarbooks.com

Date: Sun, 14 Sep 2014 19:44:31 -0700  
From: DON DAVIDSON  
Subject: Fw: Royalty Statement: America Star Books  
To: PublishAmerica Author Support Team <support@publishamerica.com>

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**Subject:** Re: Don Davidson: Royalties Question

**From:** DON DAVIDSON

**To:** support@americastarbooks.com;

**Date:** Monday, September 15, 2014 5:42 PM

I appreciate your response, but my contract says nothing about a "threshold" or about payment being made through a "PayPal account." It simply says that you, the publisher, "shall pay to the Author the following royalties." And since our contract is now at an end, I'm simply requesting the \$1.03 in royalties that are due, per my previous email.

Under paragraph 20 of our contract, you have 90 days "from the receipt thereof by the Publisher" in which to send me the royalties payment. Please do so.

May God bless,  
Don Davidson

---

**From:** America Star Books Support <support@americastarbooks.com>

**To:**

**Sent:** Monday, September 15, 2014 8:38 AM

**Subject:** Don Davidson: Royalties Question

Dear Don Davidson:

Thank you for your inquiry. If your last statement shows that your sales have exceeded the threshold, we will need your PayPal account address, and we will make payment within two weeks. Please submit the address here:

<http://www.americastarbooks.com/PayPal>

Thank you,

**Subject:** Don Davidson: low sales / no renewal / no threshold  
**From:** America Star Books Support (support@americastarbooks.com)  
**To:**  
**Date:** Tuesday, September 16, 2014 8:55 AM

Dear Don Davidson:

Your book was a very low seller. We lost money by publishing your book, and we will not renew your contract. Further, we will not accept further work from you for publication.

Your royalty amount is extremely low, due to your low sales, so we assumed that you were under the threshold for such authors. But, yes, you are correct. Your contract is not contain a threshold.

Thank you,  
America Star Books Support Team  
support@americastarbooks.com

Date: Mon, 15 Sep 2014 15:42:54 -0700  
From: DON DAVIDSON  
Subject: Re: Don Davidson: Royalties Question  
To: America Star Books Support <support@americastarbooks.com>

I appreciate your response, but my contract says nothing about a "threshold" or about payment being made through a "PayPal account." It simply says that you, the publisher, "shall pay to the Author the following royalties." And since our contract is now at an end, I'm simply requesting the \$1.03 in royalties that are due, per my previous email.

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May God bless,  
Don Davidson

**Subject:** Re: Don Davidson: low sales / no renewal / no threshold  
**From:** DON DAVIDSON  
**To:** support@americastarbooks.com;  
**Date:** Tuesday, September 16, 2014 10:50 AM

Great. Since the last royalty statement ended July 1st, 90 days would be about the end of September. I'll expect your check by then.

May God bless,  
Don Davidson

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**From:** America Star Books Support <support@americastarbooks.com>  
**To:**  
**Sent:** Tuesday, September 16, 2014 8:55 AM  
**Subject:** Don Davidson: low sales / no renewal / no threshold

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**Subject:** Don Davidson: low sales / no renewal / no threshold  
**From:** America Star Books Support (support@americastarbooks.com)  
**To:**  
**Date:** Tuesday, September 16, 2014 3:41 PM

Dear Don Davidson:

We make payments by Paypal. Instructions may be found on your statement. The contract does not mention how payment must be made.

Thank you,  
America Star Books Support Team  
support@americastarbooks.com

**Date:** Tue, 16 Sep 2014 08:50:33 -0700  
**From:** DON DAVIDSON  
**Subject:** Re: Don Davidson: low sales / no renewal / no threshold  
**To:** America Star Books Support <support@americastarbooks.com>

Great. Since the last royalty statement ended July 1st, 90 days would be about the end of September. I'll expect your check by then.

May God bless,  
Don Davidson

**From:** America Star Books Support <support@americastarbooks.com>  
**To:**  
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Thank you,  
America Star Books Support Team  
<mailto:support@americastarbooks.com >support@americastarbooks.com

**Subject:** Re: Don Davidson: low sales / no renewal / no threshold  
**From:** DON DAVIDSON  
**To:** support@americastarbooks.com;  
**Date:** Tuesday, September 16, 2014 7:51 PM

If payments were to be made only via Paypal, then the contract should have so specified. It does not. Furthermore, that was a unilateral policy that your company instituted after our contract was signed, so it does not apply to me since I never agreed to it (just as your "threshold" policy was instituted after our contract was signed). I received a royalty check in about the first year of my contract. Payment by check is therefore how I expect to be paid.

May God bless,  
Don Davidson

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**From:** America Star Books Support <support@americastarbooks.com>  
**To:**  
**Sent:** Tuesday, September 16, 2014 3:41 PM  
**Subject:** Don Davidson: low sales / no renewal / no threshold

Dear Don Davidson:

We make payments by Paypal. Instructions may be found on your statement. The contract does not mention how payment must be made.

Thank you,  
America Star Books Support Team  
support@americastarbooks.com

**Date:** Tue, 16 Sep 2014 08:50:33 -0700  
**From:** DON DAVIDSON  
**Subject:** Re: Don Davidson: low sales / no renewal / no threshold  
**To:** America Star Books Support <support@americastarbooks.com>

Great. Since the last royalty statement ended July 1st, 90 days would be about the end of

**Subject:** Don Davidson: low sales / no renewal / no threshold  
**From:** America Star Books Support (support@americastarbooks.com)  
**To:**  
**Date:** Wednesday, September 17, 2014 8:14 AM

Dear Don Davidson:

>>that was a unilateral policy that your company  
>>instituted after our contract was signed,  
>>so it does not apply to me since I never agreed to it

No, it's not a "unilateral policy."

No, we did not "institute" it.

No, it does not matter if you agree to it.

No, again, the contract does not mention how payment must be made.

>>(just as your "threshold" policy was  
>>instituted after our contract was signed).

No, it wasn't. As you already know, your contract does not contain a threshold clause. Please read all five items carefully:

- 1 - We do not have a "threshold policy."
- 2 - Some of our contracts contain a threshold clause.
- 3 - Some of our contracts do not contain a threshold clause.
- 4 - As you already know, your contract does not contain a threshold clause.
- 5 - You have no threshold issue of any kind.

Thank you,  
America Star Books Support Team  
support@americastarbooks.com

Date: Tue, 16 Sep 2014 17:51:32 -0700  
From: DON DAVIDSON  
Reply-To: DON DAVIDSON  
Subject: Re: Don Davidson: low sales / no renewal / no threshold  
To: America Star Books Support <support@americastarbooks.com>

If payments were to be made only via Paypal, then the contract should have so specified. It does not. Furthermore, that was a unilateral policy that your company instituted after our contract was signed, so it does not apply to me since I never agreed to it (just as your "threshold" policy was instituted

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**Subject:** Payment of Royalties

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**From:** DON DAVIDSON

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**To:** support@americastarbooks.com;

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**Date:** Wednesday, September 17, 2014 10:16 AM

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If the contract does not specify how payment is to be made, then payment should be made in a manner that is commercially reasonable and customary. When you buy supplies for your business, do you pay your suppliers with cash, check, or PayPal? I'm reasonably certain you don't use PayPal. And I'm confident that if you attempted to force your suppliers to accept payment via PayPal, you would not have many, if any, suppliers willing to do business with you. I'm a businessman myself, and the companies I buy supplies from would laugh at me--and decline to do business with me--if I insisted on paying them via PayPal.

You were paying royalties by check in 2007 when I signed the contract, and you were still paying royalties by check in 2009, when you sent me a royalty check for \$2.78. If you have since decided that payment via PayPal is more efficient and cost-effective for you, that is fine for anyone who had advance notice of that policy and agreed to it. Obviously, I did not.

I expect payment via check or money order, not PayPal. I do not have a PayPal account, and I'm not going to open one for \$1.03. If you really want to cheat me out of \$1.03, I think that is highly indicative of the kind of company you were, are, and probably will continue to be.

By the way, if you lost money "publishing" my book, that is

your problem. If you will recall, on August 13, 2007--a mere 17 days after we signed the contract, and well before you had committed significant time, effort, or money to my book--I told you that I would never buy a copy of my book or urge my friends and relatives to buy it, and I offered to cancel our contract and walk away. You insisted on maintaining our contractual relationship--with the threat of legal action if I attempted to unilaterally withdraw. Thereafter you took absolutely no action to promote, publicize, or market my book, other than to make it "available" for people to buy online. You made your bed. I have no sympathy for you.

May God bless, and may God forgive you,  
Don Davidson

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**From:** America Star Books Support <support@americastarbooks.com>  
**To:** -  
**Sent:** Wednesday, September 17, 2014 8:14 AM  
**Subject:** Don Davidson: low sales / no renewal / no threshold

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No, it's not a "unilateral policy."  
No, we did not "institute" it.  
No, it does not matter if you agree to it.  
No, again, the contract does not mention how payment must be made.

>>(just as your "threshold" policy was  
>>instituted after our contract was signed).

No, it wasn't. As you already know, your contract does not contain a threshold clause. Please read all five items carefully:

- 1 - We do not have a "threshold policy."
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- 3 - Some of our contracts do not contain a threshold clause.