The Honorable Richard A. Jones

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

DEBORAH FRAME-WILSON, CHRISTIAN SABOL, SAMANTHIA RUSSELL, ARTHUR SCHAREIN, LIONEL KEROS, NATHAN CHANEY, CHRIS GULLEY, SHERYL TAYLOR-HOLLY, ANTHONY COURTNEY, DAVE WESTROPE, STACY DUTILL, SARAH ARRINGTON, MARY ELLIOT, HEATHER GEESEY, STEVE MORTILLARO, CHAUNDA LEWIS, ADRIAN HENNEN, GLENDA R. HILL, GAIL MURPHY, PHYLLIS HUSTER, and GERRY KOCHENDORFER, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

AMAZON.COM, INC., a Delaware corporation,

Defendant.

No. 20-cv-00424-RAJ

SECOND AMENDED CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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Plaintiffs allege the following upon personal knowledge as to themselves and their own acts, and as to all other matters upon information and belief, based upon the investigation made by and through their attorneys and experts in the field of antitrust economics.

I. INTRODUCTION

A. Summary of Allegations

1. The Court denied Amazon.com, Inc.'s ("Amazon") motion to dismiss Plaintiffs' monopoly claims asserted under Section 2 of the Sherman Act and Plaintiffs' rule-of-reason-price-fixing claim under Section 1 of the Sherman Act. The Court dismissed all other claims with leave to amend. Plaintiffs' amendments made to address the Court's concerns consist of the following:

2. *First*, Plaintiffs' Second Amended Complaint ("SAC") addresses the deficiencies the Court identified in Plaintiffs' horizontal price-fixing claim. Specifically, the SAC makes clear how Amazon's most favored nations agreements ("MFN agreements" or "MFNs") with its third-party sellers govern the way that Amazon and its third-party sellers "compete with one another in online sales" and how by challenging these agreements Plaintiffs are "challenging Amazon's conduct as a competitor to its third-party sellers."[1] The SAC demonstrates that the MFN agreements are agreements between competitors to increase their prices across online retail sales. As online retailers, Amazon and its third-party sellers compete not only against each other on Amazon's online retail platform, "Amazon Marketplace"—which includes sales made through Amazon's website, app, and voice-controlled devices—but also more broadly against other online offers available to Amazon customers through competing ecommerce channels. By agreeing that the third-party sellers will not undercut Amazon Marketplace prices when selling on other ecommerce channels, even though it would be profitable for third-party sellers to do so, these MFN agreements raise the prices of third-party seller goods *off* Amazon Marketplace and, as a result, also raise Amazon's own retail prices *on* Amazon Marketplace; Amazon, as a first-party seller is spared from having to compete with retail prices that—absent the MFN

[1] *Frame-Wilson v. Amazon.com, Inc.*, No. 2:20-cv-00424-RAJ, 2022 U.S. Dist. LEXIS 44109, at *18 (W.D. Wash. Mar. 11, 2022).

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