

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

4 I. INTRODUCTION

5 A. Summary of Allegations

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

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

27
28 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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