

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No.: 500-06-000946-182

SUPERIOR COURT

(Class Action Chambers)

CYNTHIA SWANN, [REDACTED]

Representative Plaintiff

v.

AMAZON.COM.CA ULC, a legal person
having an address for service at 2700-1133
Melville Street, Vancouver, British Columbia,
V6E 4E5

– and –

**AMAZON SERVICES INTERNATIONAL,
INC.**, a legal person having an address for
service at Corporate Service Company, 251
Little Falls Drive, Wilmington, Delaware,
19808, USA

Defendants

ORIGINATING APPLICATION AMENDED ON OCTOBER 30TH, 2024
(Articles 141 and 583 C.C.P.)

**IN SUPPORT OF HER AUTHORIZED CLASS ACTION, THE REPRESENTATIVE PLAINTIFF
RESPECTFULLY STATES THE FOLLOWING:**

I. Introduction

1. Amazon.com, inc. ("**Amazon**") is the world's largest online retailer. Along with its subsidiaries, it operates a vast online marketplace for Québec shoppers on www.amazon.ca where it hosts offers from third-party sellers and it competes against them for sales.

2. During the class period, Amazon unlawfully prevented third-party sellers from competing for sales of new books, music, video (VHS) and DVDs ("**BMVDs**") made through the Buy Box on its marketplace. By excluding third-party offers in this manner, Amazon eliminated competition for these products on its Canadian marketplace's prized sales channel and overcharged consumers for its own benefit. Consumers of all other products got the benefit of competitive prices, through the competition between Amazon and third-party sellers for the Buy Box.

3. Through this class action, Québec shoppers seek to hold the Defendants accountable for this unlawful conduct and to recover damages equivalent to the overcharge and punitive damages.

4. On July 10, 2023, this honorable Court appointed Mr. Panagiotis Leventakis as the Representative Plaintiff and authorized [...] him to bring this class action on behalf of the following class:

All persons, entities, partnerships or organizations in Québec who purchased new books, videos (VHS), music or DVDs through the Buy Box on www.amazon.ca, between November 5, 2003 and the following end-date for each product type:

(a) *new books and videos: September 10, 2017;*

(b) *DVDs and music: December 31, 2015.*

The “Buy Box” is the rectangular box on the product detail page of www.amazon.ca that contains a button called “Add to Cart” or “Buy Now”. On a desktop computer, it appears on the right-hand side of the page.

Français: *Toutes les personnes, entités, sociétés ou organismes au Québec qui ont acheté des nouveaux livres, des vidéos (VHS), de la musique ou des DVDs par l'intermédiaire de la « Buy Box » (« Boîte d'achat ») sur www.amazon.ca, entre le 5 novembre 2003 et la date de fin suivante selon le type de produit :*

(a) *nouveaux livres et vidéos : le 10 septembre 2017;*

(b) *musique et DVDs : le 31 décembre 2015.*

La « Buy Box » (« Boîte d'achat ») est la boîte rectangulaire sur la page de détail du produit de www.amazon.ca qui contient un bouton appelé « Ajouter au panier » ou « Acheter maintenant ». Sur un ordinateur de bureau, il apparaît sur le côté droit de la page.

5. The Court [...] identified the principal questions of law or fact to be dealt with collectively as follows:

- a) Did the Defendants require third-party sellers not to compete for sales made through the Buy Box on its www.amazon.ca marketplace for new books, music, videos and DVDs? If so, during which period did they require them to do so for each of type of product?
- b) In so doing, did the Defendants abuse its rights under sections 6 and 7 C.C.Q. as the host of the www.amazon.ca marketplace?
- c) Through their actions and omissions, did the Defendants breach section 45 of the *Competition Act*¹, articles 216, 218, 219, 228, 272, of Title II of the *Consumer Protection Act*², or commit a fault or an abuse that engaged its responsibility under articles 6, 7 and 1457 of the *Civil Code of Québec*?
- d) As a result of the Defendants' actions and omissions, did the class members pay an overcharge for the purchase of new books, music, videos or DVDs? If so, does this

¹ RSC 1985, c C-34.

² CQLR c P-40.1.

amount constitute a loss or damage?

- e) If the Defendants violated Title II of the Consumer Protection Act, are the class members entitled to a reduction of their obligations?
- f) What is the amount of damages owed to class members?
- g) Should the Defendants be held liable to pay punitive damages to the class members and, if so, what is the amount of such punitive damages?
- h) Are class members justified in claiming an additional amount not exceeding the full cost of the investigation and the proceedings connected to the class action, including the extrajudicial fees and the disbursements of the attorneys of the class members?

6. On October 31, 2024, the Court authorized Ms. Cynthia Swann to replace Mr. Leventakis as the new Representative Plaintiff, as appears from the Court record for this matter.

II. THE PARTIES

7. The Defendants – Amazon.com.ca ULC (“**Amazon.ca**”) and Amazon Services International, Inc. (“**Amazon Services**”) – are corporations continued and incorporated under the laws of the province of British Columbia and of the state of Delaware in the USA respectively, as appears from the corporate search results for both corporations, disclosed as **Exhibit P-1**, *en liasse*.

8. The Defendants are subsidiaries of Amazon.com, Inc., a Delaware corporation that carries on business in Québec, Canada, and worldwide as an online retailer. They are hereinafter collectively referred to as “Amazon”.

9. Amazon.ca carries on business across Canada as the host of the online, www.amazon.ca marketplace where it and third parties sell products and services.

10. Amazon Services carries on business across Canada and worldwide as a provider of business solutions to third parties who want to sell on Amazon’s marketplaces.

11. The Representative Plaintiff is a Quebec resident who purchased new books and other products through the Buy Box on www.amazon.ca during the class period, as appears from copies of screenshots of her order details for said items, disclosed as **Exhibit P-2**, *en liasse*.

III. www.amazon.ca

12. Amazon hosts and operates the www.amazon.com online marketplace and several geographically focused ones, including the www.amazon.ca marketplace for Canada.

13. When www.amazon.ca launched on June 25, 2002, it operated as a traditional store where only Amazon listed and sold products to shoppers, as appears from an Amazon press release bearing the same date and entitled “Amazon.ca Launches Today, Providing Significant Savings and Great Convenience for Canadian Book, Music, Video and DVD Buyers”, disclosed as **Exhibit P-3A**.

14. On November 5, 2003, www.amazon.ca became an online marketplace when Amazon allowed third-parties to sell goods alongside its own retail offers, as appears from an Amazon press release bearing the same date and entitled “Amazon.ca Launches Amazon Marketplace, Significantly Expanding Selection For Customers By Enabling Third Parties To Sell Through Amazon.ca”, disclosed as **Exhibit P-3B**.

15. Amazon thus has a dual aspect: it operates online marketplaces but also sells products on those marketplaces. It is both a retail platform and a retailer on its platform.

16. Amazon’s retail competitors include any company that sells any of the same classes of products as sold by Amazon. Amazon’s retail competitors may sell in bricks-and-mortar stores or on their own or others’ online platforms. Amazon’s retail competitors include Third-Party Sellers.

17. Amazon also competes with the hosts of retail platforms or online marketplaces, such as eBay, Google Shopping, Walmart, and others.

IV. The Role of Third-Party Sellers on www.amazon.ca

18. Since its launch, Amazon has marketed www.amazon.ca as a one-stop, online shop where consumers can count on great prices, selection and convenience, as appears from Exhibits P-3A, P-3B, and a copy of an Amazon press release entitled “Amazon.ca Makes it Easier to One-Stop Shop with the Launch of New Electronics Store”, dated October 30, 2008, disclosed as **Exhibit P-3C**.

19. When it decided to make www.amazon.ca a marketplace on November 5, 2003, Amazon described the role that the inclusion of Third-Party Sellers would help play in delivering great prices, selection and convenience as follows:

Amazon.ca (www.amazon.ca) today launched Amazon Marketplace, allowing Canadians to conveniently buy and sell used, new and collectible merchandise on the same pages where Amazon.ca sells those items new. By enabling third parties to list products for sale on its web site, Amazon.ca is significantly expanding the selection available to customers, while also providing customers with an option to save even more money at Amazon.ca.

Amazon Marketplace makes it possible for anyone who has an item to sell, from individuals to small and large businesses, to offer that item directly to Amazon.ca customers alongside the same item offered by Amazon.ca. This side-by-side placement provides customers with more purchase options [...] helping them to find and discover products they may have been hesitant to try at a higher price point. Having a lower-priced option makes it even easier for customers to explore new authors, artists and genres of books, music and film, as well as software and computer and video games.

“Amazon Marketplace connects buyers and sellers in a whole new way, and creates real value for customers by offering them more choices when making a purchase,” said Marvin Krug, general manager, Amazon.ca. [...]

the whole as appears from P-3B.

20. Third-Party Sellers can sell a product alongside Amazon’s own retail offer for that product or sell others that Amazon does not itself sell.

21. On www.amazon.ca, Third-Party Sellers are horizontal competitors for the sale of products that Amazon itself sells.

22. On April 30, 2019, Amazon announced that over 30,000 Canadian small and medium-sized Third-Party Sellers collectively exceeded over \$900 million in sales on Amazon.ca in 2018, as appears from an Amazon press release entitled “Amazon Canada announces Record Sales for Canadian Small and Medium-Sized Businesses in 2018” bearing the same date, disclosed as **Exhibit P-3D**.

23. In P-3D, Alexandre Gagnon, Vice-President for Amazon Canada and Mexico, described third-party sellers as follows:

“Since Amazon opened our stores to selling partners in 2001, small and medium-sized businesses have been an integral part of Amazon's DNA, both complementing and competing with our own retail offering”.

V. The Buy Box and Other Offers

24. As an online marketplace, www.amazon.ca offers its customers a uniform web design and purchasing interface.

25. When a shopper searches for a product, it is given a list of products that may satisfy the terms of their search.

26. After the shopper selects a product from the search results, www.amazon.ca brings them to a product detail page that generally presents pictures of the product, a description of the product, its specifications, customer reviews of it, and the Buy Box.

27. The Buy Box is a rectangular box on a product detail page where customers can either begin the purchasing process by adding items to their shopping carts using the “Add to Cart” button or make an instant purchase right from the product detail page using the “Buy Now” button. On a desktop computer, it appears on the right-hand side of the page, as appears from a copy of a sample of a product detail page and the page listing other offers for a new book from www.amazon.ca, disclosed as **Exhibit P-4**, *en liasse*.³

28. When more than one seller, including Amazon, offers the same product, they compete to “win” the Buy Box and appear as the first choice or default buying option for the browsing shopper on the product detail page, as appears from www.amazon.ca Seller Central website pages on the Buy Box, disclosed as **Exhibit P-5**.

29. P-5 reads in part as follows:

How the Buy Box works

The Buy Box is the box on a product detail page where customers can begin the purchasing process by adding items to their shopping carts.

A key feature of the Amazon website is that multiple sellers can offer the same product. If more than one eligible seller offers a product, they may compete for the Buy Box for that

³ The Defendants originally included this exhibit as D-1 to the December 13, 2019 Sworn Statement of Richard Logan. Mr. Logan swore that this exhibit was an example of how the product detail and other offer pages would have appeared to shoppers during the class period (Exhibit P-8, *infra.* at paras. 13-14).

product [...].

To give customers the best possible shopping experience, sellers must meet performance-based requirements to be eligible to compete for Buy Box placement. For many sellers, Buy Box placement can lead to increased sales.

30. Amazon presents the offers of sellers who do not win the Buy Box on a separate page that can be accessed by clicking another button on the product detail page. Amazon has used a variety of terms for this type of button, including “More Buying Choices”, “See all formats and editions”, “New and Used”, or “Other Offers” (hereinafter, collectively referred to as “**Other Offers**”), as appears from P-4 and P-5.

31. Accessing the Other Offers requires additional effort by a customer and navigation to a different area or webpage, whereas the Buy Box is immediately available, more prominent, and convenient.

32. This extra step is less convenient and attractive for consumers than the one-click button in the Buy Box that allows them to begin or complete a purchase rightaway.

33. Amazon created and designed the Buy Box to enable its customers to quickly identify and select the offer with the best price and shopping experience.

34. The seller with the lowest price stands a significantly improved chance of capturing the Buy Box for that item, as appears from P-5.

35. While the precise percentage of shoppers that use the Buy Box to make their purchase is not public, the vast majority of Amazon’s sales run through this sales channel.

36. The Buy Box can be won by Amazon or a Third-Party Seller. Whoever wins the Buy Box typically gets the sale from a customer.

37. Competition to win the Buy Box is good for consumers, because it results in lower prices for products sold by Amazon and Third-Party Sellers.

VI. Amazon’s Exclusion of Offers from Third-Party Sellers for New BMVDs from the Buy Box

38. To sell on www.amazon.ca, Amazon requires Third-Party Sellers to accept the terms of its “Amazon Services Business Solutions Agreement”, as appears from a copy of this agreement dated September 10, 2017, disclosed as **Exhibit P-6** (hereinafter, the “**Amazon Third-Party Seller Agreements**” or “**Agreements**”).

39. These Agreements incorporate Amazon’s “Service Terms” and “Program Policies”, which are defined as follows:

-
“**Program Policies**” means all terms, conditions, policies, guidelines, rules, and other information on the applicable Amazon Site, on Seller Central, or on the MWS Site, including those shown on the “Policies and Agreements” section of Seller Central or elsewhere in the “Help” section of Seller Central (and, for purposes of the Fulfillment by Amazon Service, specifically including the FBA Guidelines).

“**Service Terms**” means the service terms applicable to each Service, which are made part of this Agreement upon the date you elect to register for or use the applicable

Service, and any subsequent modifications we make to those terms.

the whole as appears from P-6 (pp. 1 and 11 “Definitions”).

40. Third-Party Sellers agree to be bound by, and respect the terms of, the Agreements to get access to the Amazon marketplace. The Agreements apply equally to all Third-Party Sellers for all types of products.

41. At all material times, Amazon has established a set of terms and conditions covering access to, and the operation of, the Buy Box. Those terms applied to products sold through www.amazon.ca, including new BMVDs.

42. Throughout the class period, Amazon has excluded offers from Third-Party Sellers for new BMVDs from appearing in the Buy Box, as appears from a webpage on www.amazon.com Seller Central entitled “How the Buy Box Works” dated September 10, 2017 and an undated screenshot of a help page on www.amazon.ca with the same title, disclosed as **Exhibit P-7**, *en liasse*.

43. On December 13, 2019, Richard Logan, who was then the General Manager and Category leader for Canada Media for Amazon.ca, swore an affidavit in support of Amazon’s contestation of the authorization of this class action, as appears from a redacted copy of the sworn statement bearing the same date, disclosed as **Exhibit P-8**.

44. In P-8, Mr. Logan admitted that Amazon had excluded third-party offers for new BMVDs from the Buy Box during the class period:

12. From 2002 until 2017 (or 2015 for DVDs and music), Amazon believed that retail offers for new books, videos and music provided the best experience for Canadian customers in the Amazon.ca stores. As a result, Amazon decided that only retail offers were eligible to be Featured Offers in these categories.

[...]

19. By June 2017, Third Party Seller offers could be Featured Offers for new books in the Amazon.ca stores. The Seller Central announcement from April 2017 is attached as **Exhibit “E”** [here, Exhibit P-9 *infra*].

45. Sometime in April 2017, Amazon made the following announcement to Sellers on Seller Central for the www.amazon.ca marketplace:

2. Sellers will be able to compete for the Buy Box for Books in new condition.

Starting in late Q2 2017, eligible sellers will be able to compete for the Buy Box for Books in new condition. [...]

as appears from a copy of the announcement, originally filed as Exhibit E to Mr. Logan’s affidavit, disclosed here as Exhibit **P-9**.

46. The exclusion of third-party offers for new BMVDs from the Buy Box constitutes a term, condition, policy or rule set by Amazon and disclosed to Third-Party Sellers on www.amazon.com, www.amazon.ca, or Seller Central. As such, it forms part of the Amazon Third-Party Seller Agreements.

47. Throughout the class period, Third-Party Sellers have accepted and complied with this condition imposed by Amazon for the sale of new BMVDs. In so doing, they have agreed with

Amazon that they will not compete for the Buy Box for new BMVDs and have not sold new BMVDs through the Buy Box.

48. Third-Party Sellers that sell new BMVDs are actual or potential competitors of Amazon for those products.

49. Third-Party Sellers agreed not to compete with Amazon for the Buy Box for new BMVDs to gain access to the www.amazon.ca marketplace, Canada's largest online marketplace, for new BMVDs and other products. The Third-Party Sellers willingly choose to participate in the Amazon Third-Party Seller Agreements for their own benefit.

50. As a result of the Amazon Third-Party Seller Agreements, only Amazon has sold new BMVDs through the Buy Box on www.amazon.ca, throughout the class period.

51. The exclusion of third-party offers for new BMVDs from the Buy Box constitutes an agreement or arrangement between Amazon and Third-Party Sellers not to compete for the sale of new BMVDs through the Buy Box contrary to section 45 of the *Competition Act* or is at minimum an attempt to commit acts contrary to section 45 of the Act (hereinafter, "**Unlawful Agreement**").

52. By excluding third-party offers for new BMVDs from the Buy Box, Amazon allocated itself the sales that run through that channel of its marketplace as well as the customers who use the Buy Box.

53. When consumers shopped for new BMVDs on www.amazon.ca, Amazon did not indicate on the product detail page that it had exclusive control of the Buy Box. Amazon omitted to inform consumers that only its offers, and not those of Third-Party Sellers, would appear in the Buy Box for new BMVDs during the class period.

VII. The Overcharge to Class Members

54. As a result of the Unlawful Agreement, only Amazon's retail offers appeared in the Buy Box for new BMVDs on www.amazon.ca during the class period.

55. Amazon's exclusive control of the Buy Box on www.amazon.ca permitted it to charge supra-competitive prices for all new BMVDs sold through that sales channel because it did not face any competition from Third-Party Sellers for that channel.

56. Amazon was the monopoly seller for new BMVD sales that ran through the Buy Box, whereas for all other products, it was subject to competition for that sales channel.

57. While it designed the Buy Box to present them with the best offer and its customers counted on it to do so, Amazon did not disclose to shoppers on www.amazon.ca that an offer from a Third-Party Seller for a new BMVD would not and could not appear in the Buy Box, including a lower priced one.

58. In addition, the supply of new BMVDs available to consumers was restricted as a result of the Unlawful Agreement because Third-Party Sellers had less incentive to sell them if their offer could not appear in the Buy Box.

59. Class Members have purchased new BMVDs through the Buy Box on www.amazon.ca.

60. As a result of the Unlawful Agreement, Class Members have paid supra-competitive prices to Amazon for the new BMVDs that they purchased during the class period.
61. The difference between what the Class Members paid and what they should have paid in the absence of the Unlawful Agreement was an illegal, anti-competitive overcharge (the “**Overcharge**”).
62. Amazon.ca has collected the Overcharge from Class Members.
63. Amazon is the ultimate recipient or beneficiary of part of or all the Overcharge from the sale of new BMVDs on www.amazon.ca.
64. Class Members have an interest in the funds received from them by Amazon as a result of the Overcharge.

VIII. The Defendants’ Liability

65. The Defendants have breached section 45 of the *Competition Act*, as amended from time to time, which applies to sales made over the internet in Canada.
66. Amazon and Third-Party Sellers are “competitors” within the meaning of the sections 45 of the *Competition Act*.
67. BMVDs are “products” within the meaning of sections 2 and 45 of the *Competition*.
68. The Buy Box and Other Offers constitute “markets” or “territories”, or a means of allocating sales or customers within the larger Amazon marketplace and within the public markets for products, offline and online, within the meaning of section 45(1) (b) of *Competition Act*.
69. As set out above, by means of the Unlawful Agreement, Amazon and Third-Party Sellers have conspired, agreed, and arranged to:
 - a) fix, maintain, increase or control the price for the supply of new BMVDs;
 - b) allocate sales, territories, customers, or markets for the supply of new BMVDs; or
 - c) fix, maintain, control, prevent, lessen, or eliminate the supply of new BMVDs.
70. As a result of the Defendants’ breaches of section 45 of *Competition Act*, Class Members have suffered loss and damage in the form of the Overcharge.
71. Under section 36 (1) (a) of the *Competition Act*, class members are entitled to recover from the Defendants an amount equal to the loss or damage suffered by them in the full amount of the Overcharge, as well as the full cost of any investigation and proceedings connected to the class action.
72. Through the actions and omissions set out above, the Defendants also breached Title II of the *Consumer Protection Act* by making false or misleading Representations or omitting an important fact when they marketed and sold new BMVDs on the www.amazon.ca marketplace through the Buy Box.
73. Under article 272 of the *Consumer Protection Act*, Class members are entitled to a reduction of their obligations to match the Overcharge as well as an award of punitive damages.

74. Furthermore, the Defendants have breached their obligations under the *Civil Code of Québec*, including their duties of good faith and to not cause injury to another. They are liable for the injuries suffered by class members in the form of the Overcharge as a result of these civil faults.

IX. Collective Recovery is Feasible

75. Amazon can identify the number and identity of all individuals who are members of the class action, as well as the total sales made through the Buy Box for new BMVDs during the class period.

76. Expert evidence can further enable the Court to establish a methodology for calculating the total overcharge resulting from the acts and omissions of the Defendants.

77. Punitive damages can be established on an average and class-wide basis.

78. The evidence available to the Court will make it possible to establish the amounts claimed on behalf of the class with sufficient precision such that the judgment can be subject to a collective recovery order.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the class action of the Representative Plaintiff and each of the members of the class;

CONDEMN the defendants Amazon Services International, Inc. and Amazon.com.ca ULC, jointly and solidarily, to pay each of the members of the class a sum to be determined as damages or a reduction of their obligations, and **ORDER** the collective recovery of those sums;

CONDEMN defendants Amazon Services International, Inc. and Amazon.com.ca ULC, jointly and solidarily, to pay each of the members of the class punitive damages, in an amount to be determined by the court, and **ORDER** the collective recovery of those sums;

CONDEMN the defendants Amazon Services International, Inc. and Amazon.com.ca ULC., jointly and solidarily, to pay the full costs of the class action, including the costs of the investigation, the extrajudicial fees and the disbursements of the Representative's attorneys, and **ORDER** the collective recovery of those sums;

CONDEMN the defendants Amazon Services International, Inc. and Amazon.com.ca ULC., jointly and solidarily, to the payment of interest and the additional indemnity on the above sums in accordance with article 1619 C.C.Q.;

ORDER the defendants Amazon Services International, Inc. and Amazon.com.ca ULC. to deposit in the office of this Court the totality of the sums which form part of the collective recovery, with interest and additional indemnity;

ORDER that the claims of the individual members of the class be the object of collective liquidation if the evidence permits and subsidiarily, individual liquidation;

CONDEMN the defendants Amazon Services International, Inc. and Amazon.com.ca ULC., jointly and solidarily, to bear the costs of this action, including the costs of exhibits, expertises and notices;

MAKE any other order that this honorable court will determine and that will be in the interest of the members of the class.

Montréal, October 30, 2024

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Attorneys for the Representative Plaintiff

SUMMONS
(art. 145 and following C.C.P.)

TO: AMAZON.COM.CA ULC
2700-1133 Melville Street.,
Vancouver, British Columbia
V6E 4E5

AMAZON SERVICES INTERNATIONAL, INC.
c/o Corporate Service Company
251 Little Falls Drive,
Wilmington, Delaware
USA, 1980

Filing of a judicial application

Take notice that the Plaintiff has filed this application in the office of the Superior Court of Quebec in the judicial district of Montreal.

Exhibits supporting the Application

In support of the application, the Plaintiff intends to use the following exhibits:

- EXHIBIT P-1:** Corporate search results for both Amazon.com.ca, Inc. and Amazon Services International, Inc., *en liasse*.
- EXHIBIT P-2:** Screenshots of Cynthia Swann's Order Details for her purchase of new Books and DVDs, *en liasse*.
- EXHIBIT P-3A:** Copy of Amazon press release entitled "Amazon.ca Launches Today, Providing Significant Savings and Great Convenience for Canadian Book, Music, Video and DVD Buyers", June 25, 2022.
- EXHIBIT P-3B:** Copy of an Amazon press release entitled "Amazon.ca launches Amazon Marketplace, significantly expanding Selection for Customers by enabling Third Parties to Sell through Amazon.ca", dated November 5, 2003.
- EXHIBIT P-3C:** Copy of an Amazon Press release entitled "Amazon.ca Makes it Easier to One-Stop Shop with the Launch of New Electronics Store", dated October 30, 2008.
- EXHIBIT P-3D:** Copy of an Amazon press release entitled "Amazon Canada announces Record Sales for Canadian Small and Medium-Sized Businesses in 2018", dated April 30, 2019.
- EXHIBIT P-4:** Copy of a sample of a product detail page and other offers page for a new book from www.amazon.ca, *en liasse*.
- EXHIBIT P-5:** Copy of www.amazon.ca Seller Central website pages on the Buy Box.
- EXHIBIT P-6:** Copy of Amazon Services Business Solutions Agreement dated September 10, 2017.
- EXHIBIT P-7:** Copies of www.Amazon.com Seller Central page entitled "How the Buy Box Works" dated September 10, 2017 and an undated screenshot of a help page on www.amazon.ca with the same title, *en liasse*.

- EXHIBIT P-8:** Copy of redacted Sworn Statement of Richard Logan dated December 13, 2019.
- EXHIBIT P-9:** Copy of www.amazon.ca Seller Central announcement in April 2017.

These exhibits are available upon request.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal, situated at 1, Notre-Dame Est, Montréal, Québec within 15 days of service of the application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Plaintiff's lawyer or, if the Plaintiff is not represented, to the Plaintiff.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgment may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Plaintiff in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Where to file the judicial application

Unless otherwise provided, the judicial application is heard in the judicial district where your domicile is located, or failing that, where your residence or the domicile you elected or agreed to with plaintiff is located. If it was not filed in the district where it can be heard and you want it to be transferred there, you may file an application to that effect with the court.

However, if the application pertains to an employment, consumer or insurance contract or to the exercise of a hypothecary right on the immovable serving as your main residence, it is heard in the district where the employee's, consumer's or insured's domicile or residence is located, whether that person is the plaintiff or the defendant, in the district where the immovable is located or, in the case of property insurance, in the district where the loss occurred. If it was not filed in the district where it can be heard and you want it to be transferred there, you may file an application to that effect with the special clerk of that district and no contrary agreement may be urged against you.

Transfer of the application to the Small Claims Division

If you qualify to act as a Plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the Plaintiff’s legal costs will not exceed those prescribed for the recovery of small claims.

Convening a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Application accompanied by a notice of presentation

Applications filed in the course of a proceeding and applications under Book III or V of the Code of Civil Procedure—excluding applications pertaining to family matters under article 409 and applications pertaining to securities under article 480—as well as certain applications under Book VI of the Code of Civil Procedure, including applications for judicial review, must be accompanied by a notice of presentation, not by a summons. In such circumstances, the establishment of a case protocol is not required.

DO GOVERN YOURSELVES ACCORDINGLY.

Montréal, October 30 , 2024

Klein Avocats Plaideurs inc.

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Attorneys for the Representative Plaintiff

N° 500-06-000946-182

**SUPERIOR COURT
(Class Action Chambers)**

**PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

CYNTHIA SWANN

Representative Plaintiff

v.

AMAZON.COM.CA ULC ET AL.

Defendants

**ORIGINATING APPLICATION AMENDED ON
OCTOBER 30, 2024
(Articles 141 and 583 C.C.P.)**

ORIGINAL

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