

CANADA

(Class Action Division)  
SUPERIOR COURT

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

N<sup>o</sup> : 500-06-000022-265

S. M.

*Plaintiff*

-VS-

**AMAZON.COM, INC., legal person duly constituted, having its head office at 410 Terry Avenue North, City of Seattle, State of Washington, 98109, U.S.A.**

-and-

**AMAZON.COM.CA, INC., legal person duly constituted, having its head office at 251 Little Falls Dr, Wilmington, DE, 19808, USA, with a *fondé de pouvoir* in the District of Montreal at 3700-1 Place Ville-Marie, Montréal, Province of Québec, H3B 3P4**

-and-

**AMAZON.COM.CA ULC, legal person duly constituted, having its head office at 40 King Street West, 47th Floor, City of Toronto, Ontario, M5H 3Y2**

-and-

**AMAZON CANADA FULFILLMENT SERVICES, ULC., legal person duly constituted, having its head office at 2700-1133 Melville Street, City of Vancouver, Province of British Columbia, V6E 4E5, with a *fondé de pouvoir* in the District of Montreal at 1400-1501 avenue McGill College, Montréal, Province of Québec, H3A 3M8**

*Defendants*

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## APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION

*(Art. 574 and following of the C.C.P.)*

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TO ONE OF THE HONORABLE JUSTICES OF THE SUPERIOR COURT OF QUEBEC, SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE PLAINTIFF STATES THE FOLLOWING:

### I. INTRODUCTION

1. Plaintiff wishes to institute a class action on behalf of the following group, of which Plaintiff is a member, namely:

All persons or entities in Canada who, at any time from January 1, 2018 to the present, purchased products on Amazon.ca or Amazon.com (the “**Class Period**”), and who paid artificially inflated prices as a result of Defendants’ unlawful retail price fixing scheme, or any other Group or subgroup to be determined by the Court.

(hereinafter collectively “**Class Members**”, “**Group Members**”, the “**Group**”, or the “**Class**”);

2. The Class includes direct purchasers who purchased products for personal, household, or business use on Amazon.ca or Amazon.com and who suffered losses by paying artificially inflated prices resulting from Defendants’ illegal price fixing conspiracy, as described herein;

3. The “**Class Period**” is presently defined as being the period beginning January 1, 2018 and continuing to the present, Plaintiff reserving the right to amend these proceedings accordingly;

4. On September 15, 2022, the People of the State of California filed a lawsuit (Case No. CGC-22-601826) against Amazon.com, Inc. in the Superior Court of the State of California, County of San Francisco, alleging a broad scheme of retail price fixing, the whole as more fully appears from the Memorandum of Points and Authorities in Support of The People of the State of California’s Motion for Preliminary Injunction to Enjoin Amazon’s Retail Price Fixing Scheme, filed on February 23, 2026, communicated

herewith, as though recited at length herein, as **Exhibit A-1** (hereinafter the “California Action”);

5. On April 20, 2026, California Attorney General Rob Bonta announced the public release of evidence clearly showing Amazon’s illegal price fixing scheme. The press release and associated unredacted evidence is communicated herewith, as though recited at length herein, as **Exhibit A-2** (hereinafter the “**Bonta Press Release**”);

## II. DEFENDANTS

### A. Description of Defendants

6. Defendants, collectively and together with other related companies and entities, are the world’s largest online retailer and operate the Amazon.com and Amazon.ca marketplace, selling products directly to Canadian consumers and actively soliciting business in Canada through their websites;

7. Defendant Amazon.com Canada Fulfillment Services, ULC (hereinafter “**Amazon Canada ULC**”) is a Canadian unlimited liability company incorporated under the laws of British Columbia. Amazon Canada ULC is a wholly owned and controlled subsidiary of Defendant Amazon.com Inc. and operates Amazon’s Canadian fulfillment and retail operations, including the Amazon.ca marketplace;

8. Defendants Amazon.com.ca Inc. and Amazon.com.ca ULC (hereinafter “**Amazon Canada**”) are Canadian corporations that provide fulfillment and logistics services in support of Amazon’s Canadian retail operations;

9. Defendants are collectively referred to herein as “**Amazon**”;

10. Defendants’ officers, directors, agents, employees, or representatives engaged in the conduct alleged in these proceedings in the usual management, direction, or control of Defendants’ business or affairs;

## III. DESCRIPTION OF AMAZON’S RETAIL PRICE FIXING SCHEME

### A. Amazon’s Business and Market Power

11. Amazon is the world’s largest online retailer. In 2024, Amazon reported revenue of over \$387 billion and an operating income of \$24.9 billion in North America alone. There

are over 100 million Amazon Prime members in the United States, and millions more consumers worldwide—including in Canada—shop on Amazon without a Prime membership, as more fully described in Exhibit A-1;

**12.** Due to Amazon’s unparalleled access to consumers, sales on Amazon represent a substantial portion of total business for thousands of vendors and manufacturers. Amazon uses this overwhelming bargaining leverage to coerce vendors into compliance with its price fixing demands;

## **B. Amazon’s Retail Price Fixing Scheme**

**13.** As demonstrated by the evidence disclosed in Exhibits A-1 and A-2, Amazon has engaged, and continues to engage, in a systematic and widespread scheme to illegally fix retail prices across multiple online retail platforms, including but not limited to Amazon.com, Amazon.ca, Walmart.com, Walmart.ca, Target.com, Chewy.com, Best Buy, Home Depot, and Wayfair;

**14.** This price fixing scheme typically begins with Amazon contacting its vendors and demanding that they “fix,” “correct,” “increase,” “raise,” or “look into” the prices of products listed on competitors’ websites. More euphemistically, Amazon instructs vendors to “manage” their “channels”—meaning other retailers—to increase retail prices. These directives are backed by the threat of significant penalties for non-compliance;

**15.** Amazon employs at least three distinct price fixing mechanisms, all of which result in increased prices for consumers across competing retail platforms:

**(a) Breaking the Price Match:** Where Amazon and a competitor are price-matching one another, Amazon or its competitor agrees, through their common vendor, to break the price match on a product by increasing the retail price or making the product temporarily unavailable, so that the other retailer can match the increased price;

**(b) Increasing the Competitor Retail Price:** A competitor offering a discounted price on a product increases its retail price at Amazon’s request (made through the vendor), so that Amazon can then match the increased retail price; and

**(c) Removing the Product:** The vendor removes a product from a competing retailer that is offering a lower price than Amazon, so that the lower price is no longer available in the market and Amazon then raises its own retail price.

### C. Concrete Examples of the Price Fixing Scheme

16. As described in detail in Exhibit A-1 and confirmed by the evidence disclosed in Exhibit A-2, the following are representative examples of Amazon's price fixing scheme:

**(a) Amazon, Levi's, and Walmart – Khaki Pants:** Amazon sent Levi's links to Khaki pants priced lower on Walmart.com (\$25.47 to \$26.99), requesting that the price discrepancy "get resolved." The next day, Levi's reported having spoken to Walmart, which agreed to increase the price to \$29.99. Amazon confirmed: "the updated pricing of \$29.99 is now showing up on [Amazon]." Both retailers' prices thus increased from \$25.47–\$26.99 to \$29.99, to the detriment of consumers;

**(b) Amazon, GlobalOne, and Chewy – Pet Treats:** Amazon coordinated with vendor GlobalOne to artificially raise prices on Canine Naturals pet treats on both Amazon and Chewy. Amazon committed to increasing prices for 24 hours to allow Chewy to follow suit. GlobalOne confirmed on January 7 that "the ones that went up on Amazon immediately went up on Chewy." Over ten Canine Naturals products were affected;

**(c) Amazon, Hanes, and Target/Walmart – Apparel:** Amazon sent Hanes links to Target.com and Walmart.com showing lower prices than those on Amazon. Hanes confirmed it "reached out to Target and Walmart to have the prices increased";

**(d) Amazon, Allergan, and Walmart – Eye Drops:** Amazon temporarily suppressed eye drops due to a price match at \$13.59. Allergan sent Amazon a screenshot showing Walmart's price had returned to \$16.99, and Amazon unsuppressed the product, confirming: "Buy box back up at \$16.99." Consumers thus paid \$3.40 more per box;

**(e) Amazon, Agrothrive, and Home Depot – Plant Fertilizer:** Amazon complained to vendor Agrothrive about lower prices at Home Depot. Agrothrive responded: "Yes, just got out of a meeting with the Home Depot manager and she has agreed to raise the prices this time";

**(f) Amazon, Armen Living, and Competing Retailers – Furniture:** After Amazon threatened vendor Armen Living over lower prices at competitors, Armen Living promised: "If the problematic retail does not fix by the end of the week, we will discontinue [these products] from your problematic competition to ensure that

Amazon can return to a healthy state with these items.” Products were subsequently removed from competing retailers;

17. These examples are not outliers. As confirmed in Exhibits A-1 and A-2, Amazon explicitly told one vendor: “I am very determined to help you hunt the disrupters in the market.” The evidence encompasses years of unlawful conduct, spanning numerous product categories and affecting millions of consumer purchases across Canada and the United States;

#### **D. Amazon’s Coercion of Vendors and Concealment of Evidence**

18. Amazon employs a variety of enforcement mechanisms to pressure vendors into acting as intermediaries in its price fixing scheme, including:

(a) Guaranteed Minimum Margin Agreements (“GMMs”) and Matching Compensation Program (“MCP”) payments, which penalize vendors monetarily if their products are offered on a competing retailer’s website at a price below Amazon’s;

(b) Threatening to remove vendors’ products from Amazon’s website through temporary suppression, longer-term “CRaP” (Can’t Realize a Profit) listing, or permanent delisting;

(c) Threatening to block vendor access to promotions such as Prime Day, remove advertising placement, and impose other unfavorable contractual terms.

19. Amazon has also trained its employees to obscure evidence of its price fixing. Amazon pricing training materials instruct employees to avoid email when negotiating price-related matters and to conduct such discussions by telephone. As one internal Amazon document states, it is “often better to have these conversations over the phone.” This conduct demonstrates that the full scope of Amazon’s unlawful activity is even broader than the documentary record already establishes, as more fully described in Exhibit A-1;

#### **IV. THE PLAINTIFF**

**20.** The Plaintiff is a natural person residing in the Province of Quebec. Plaintiff is a consumer within the meaning of Quebec's Consumer Protection Act, CQLR, c. P-40.1 ("CPA");

**21.** Plaintiff is and has been an Amazon customer for many years. Over that period, Plaintiff has regularly purchased a wide variety of consumer products on Amazon.ca and/or Amazon.com for personal and household use;

**22.** During and throughout the Class Period, Plaintiff has compared prices on Amazon.ca and/or Amazon.com against prices on competing Canadian and American retail websites, including Walmart, Best Buy, and other online retail platforms. Based on such price comparisons, Plaintiff has generally purchased products on Amazon, believing Amazon's prices to be competitive. Plaintiff now understands, as a result of the unlawful scheme described herein, that the prices Plaintiff paid were artificially inflated due to Amazon's coordinated price fixing activities;

**23.** Plaintiff is a member of the Class and has suffered damages as a result of Defendants' illegal conduct. Plaintiff's damages consist of the difference between the artificially inflated prices paid for products on Amazon and the prices that would have prevailed in a competitive market absent Defendants' unlawful conduct, plus punitive damages. Defendants are summoned to file into the court record a detailed list of Plaintiff's past purchases on Amazon.ca and on Amazon.com.

#### **V. APPLICABLE LEGISLATION AND VIOLATIONS**

**24.** Defendants' above-detailed conduct constitutes violations of, including but not limited to:

- (a) Sections 36, 45 and 46 of the Competition Act, R.S.C. 1985, c. C-34 (price fixing and related anti-competitive conduct);
- (b) Articles 1375, 1385 and following, 1457 and 1458 of the Civil Code of Quebec (extra-contractual and contractual liability);
- (c) Sections 54.1, 219, 220, 224, 228, and 272 of the Consumer Protection Act,

CQLR c. P-40.1 (prohibited commercial practices, including false or misleading representations regarding price);

- (d) Any other applicable federal or provincial consumer protection and competition legislation.

**25.** Defendants' conduct has the effect of substantially lessening competition in online retail markets in Canada, including Quebec, causing direct and quantifiable harm to Plaintiff and all Class Members who paid artificially inflated prices for products purchased from Amazon;

## **VI. CRITERIA FOR AUTHORIZATION OF THE CLASS ACTION**

**26.** The criteria set out in Article 575 of the Code of Civil Procedure for the authorization of a class action are satisfied:

**(a) Identical, Similar, or Related Questions of Law or Fact:** The claims of the Class Members raise identical, similar or related issues of law and fact that justify collective resolution (Article 575 (1) C.C.P.), namely:

- (i) whether Defendants engaged in an unlawful price fixing scheme, agreement, arrangement, collusion and/or conspiracy to fix, raise, maintain or stabilize the prices of items sold online;
- (ii) Do these acts by the Defendants constitute a fault which engages the Defendants' solidary liability toward the Class Members?
- (iii) whether Defendants' conduct violated the Competition Act, the Consumer Protection Act, and the Civil Code of Quebec;
- (iv) whether consumers paid artificially inflated prices as a result of Defendants' conduct;
- (v) Are the Class Members entitled to seek injunctive relief in order to have this Honorable Court order the Defendants not to engage in any agreement, arrangement, collusion and/or conspiracy in the future to fix, raise, maintain or stabilize the prices of items sold online? And
- (vi) Are the Defendants solidarily liable to pay compensatory damages to the

Class Members, and, if so, what is the measure of these damages?

- (vii) Are the Defendants solidarily liable to pay punitive and/or exemplary damages to the Class Members, and, if so, what is the measure of these damages?

**(b) The Facts Alleged Appear to Justify the Conclusions Sought:** The evidence set out in Exhibits A-1 and A-2, which documents years of explicit price fixing communications between Amazon, its vendors, and competing retailers, demonstrates that Defendants engaged in unlawful conduct causing direct harm to consumers. This evidence provides a *prima facie* basis, demonstration and an arguable case for the claims asserted herein. In addition, Defendants have committed the same anti-competition acts in the USA and Canada which have affected Canadian Class Members, who can and do purchase items on both amazon.ca and amazon.com. The facts alleged herein therefore appear to justify the conclusions sought by the Plaintiff (Article 575 (2) C.C.P.), namely the following conclusions that Plaintiff wishes to introduce by way of an originating application (in damages and for injunctive relief):

**GRANT** the class action of the Plaintiff and each of the Class Members against the Defendants;

**ORDER** the Defendants to permanently cease from continuing or maintaining or engaging in any scheme, agreement, arrangement, collusion, and/or conspiracy to fix, raise, maintain or stabilize the prices of items sold online;

**DECLARE** the Defendants solidarily liable for the damages suffered by the Plaintiff and each of the Class Members;

**CONDEMN** the Defendants solidarily to pay to each Class Member a sum to be determined in compensation of the damages suffered, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendants solidarily to pay to each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendants solidarily to pay interest and additional indemnity on the above sums according to law from the date of service of the application for authorization;

**ORDER** the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, indemnity, and costs;

**ORDER** that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

**CONDEMN** the Defendants solidarily to bear the costs of the present action including investigation costs and disbursements, extrajudicial legal costs, legal costs and disbursements;

**THE WHOLE** with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses including expert's fees and publication fees to advise Class Members;

**RENDER** any other Order(s) that this Honorable Court shall determine and that is/are in the interest of the Class Members;

**(c) Composition of the Class:** The composition of the Group makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings (Article 575 (3) C.C.P.). The Class is composed of at minimum several thousand consumers in Quebec and Canada who purchased products on Amazon.ca or Amazon.com during the Class Period and paid artificially inflated prices. Individual recourse by each Class Member would be impractical and uneconomical. Collective action is, therefore, the preferable procedure; and

**(d) Plaintiff Adequately Represents the Class:** Plaintiff, who is requesting to be appointed as Representative Plaintiff, is in a position to properly represent the Class Members (Article 575 (4) C.C.P.), since:

- He is a regular purchaser using amazon.ca and amazon.com;

- He understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interest of the Class Members;
- He is available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class Counsel in this regard and Plaintiff is ready and available to manage and direct the present action in the interest of the Class Members that Plaintiff wishes to represent;
- Plaintiff is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;
- His interests are not antagonistic to those of other Class Members;
- He has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intends to keep informed of all developments;
- He has given the mandate to the undersigned attorneys to post the present matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members;
- He, with the assistance of the undersigned attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other Class Members and to keep them informed;

**FOR THESE REASONS, MAY IT PLEASE THE COURT:**

**GRANT** the present Application;

**AUTHORIZE** the bringing of a class action in the form of an Application to institute proceedings in damages and injunctive relief in the District of Montreal;

**APPOINT** the Plaintiff as the Representative Plaintiff representing all persons included in the Class herein described as:

All persons or entities in Canada who, at any time from January 1, 2018 to the present, purchased products on Amazon.ca or Amazon.com (the “**Class Period**”), and who paid artificially inflated prices as a result of Defendants’ unlawful retail price fixing scheme, or any other Group or subgroup to be determined by the Court.

**IDENTIFY** the principle issues of law and fact to be treated collectively as the following:

- (i) whether Defendants engaged in an unlawful price fixing scheme, agreement, arrangement, collusion and/or conspiracy to fix, raise, maintain or stabilize the prices of items sold online;
- (ii) Do these acts by the Defendants constitute a fault which engages the Defendants’ solidary liability toward the Class Members?
- (iii) whether Defendants’ conduct violated the Competition Act, the Consumer Protection Act, and the Civil Code of Quebec;
- (iv) whether consumers paid artificially inflated prices as a result of Defendants’ conduct;
- (v) Are the Class Members entitled to seek injunctive relief in order to have this Honorable Court order the Defendants not to engage in any agreement, arrangement, collusion and/or conspiracy in the future to fix, raise, maintain or stabilize the prices of items sold online? And
- (vi) Are the Defendants solidarily liable to pay compensatory damages to the Class Members, and, if so, what is the measure of these damages?
- (vii) Are the Defendants solidarily liable to pay punitive and/or exemplary

damages to the Class Members, and, if so, what is the measure of these damages?

**IDENTIFY** the conclusions sought by the class action to be instituted as being the following:

**GRANT** the class action of the Plaintiff and each of the Class Members against the Defendants;

**ORDER** the Defendants to permanently cease from continuing or maintaining or engaging in any scheme, agreement, arrangement, collusion, and/or conspiracy to fix, raise, maintain or stabilize the prices of items sold online;

**DECLARE** the Defendants solidarily liable for the damages suffered by the Plaintiff and each of the Class Members;

**CONDEMN** the Defendants solidarily to pay to each Class Member a sum to be determined in compensation of the damages suffered, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendants solidarily to pay to each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

**CONDEMN** the Defendants solidarily to pay interest and additional indemnity on the above sums according to law from the date of service of the application for authorization;

**ORDER** the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, indemnity, and costs;

**ORDER** that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

**CONDEMN** the Defendants solidarily to bear the costs of the present action including investigation costs and disbursements, extrajudicial legal costs, legal costs and disbursements;

**THE WHOLE** with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses including expert's fees and publication fees to advise Class Members;

**RENDER** any other Order(s) that this Honorable Court shall determine and that is/are in the interest of the Class Members;

**DECLARE** that all Class Members who have not requested their exclusion from the Class in the prescribed delay to be bound by any Judgment to be rendered on the class action to be instituted;

**FIX** the delay of exclusion at 30 days from the date of the publication of the notice to the Class Members;

**ORDER** the publication and notification of a notice to the Class Members in accordance with Article 579 C.C.P. pursuant to a further order of the Court and **ORDER** Defendants to pay for all said publication costs;

**THE WHOLE** with costs including the costs related to preparation and publication of the notices to Class Members, all service costs, and the Court filing fees.

**MONTREAL, April 21, 2026**

(s) *Lex Group Inc.*

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**Lex Group Inc.**

Per: David Assor

Class Counsel / Attorneys for Plaintiff

4101 Sherbrooke St. West

Westmount, (Québec), H3Z 1A7

Telephone: 514.451.5500 ext. 101

Fax: 514.940.1605

## **SUMMONS**

### **(Articles 145 and following C.C.P.)**

#### **Filing of a judicial application**

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

#### **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.

#### **Change of judicial district**

You may ask the court to refer the originating application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the Plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

### **Transfer of application to 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.

### **Calling to 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.

### **Exhibits supporting the application**

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

**Exhibit A-1:** Memorandum of Points and Authorities in Support of The People of the State of California's Motion for Preliminary Injunction to Enjoin Amazon's Retail Price Fixing Scheme, filed February 23, 2026

**Exhibit A-2:** April 20, 2026 Bonta Press Release and associated unredacted evidence

These exhibits are available on request.

**Notice of presentation of an application**

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

**DO GOVERN YOURSELF ACCORDINGLY.**

**MONTREAL, July 25, 2025**

*(s) Lex Group Inc.*

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**Lex Group Inc.**  
Per: David Assor  
Class Counsel / Attorneys for Plaintiff

**NOTICE OF PRESENTATION**

**(Article 223 of the Superior Court's Directives for the Montreal District)**

**TO:**

**AMAZON.COM, INC.**, legal person duly constituted, having its head office at 410 Terry Avenue North, City of Seattle, State of Washington, 98109, U.S.A.

**-and-**

**AMAZON.COM.CA, INC.**, legal person duly constituted, having its head office at 251 Little Falls Dr, Wilmington, DE, 19808, USA, with a *fondé de pouvoir* in the District of Montreal at 3700-1 Place Ville-Marie, Montréal, Province of Québec, H3B 3P4

**-and-**

**AMAZON.COM.CA ULC**, legal person duly constituted, having its head office at 40 King Street West, 47th Floor, City of Toronto, Ontario, M5H 3Y2

**-and-**

**AMAZON CANADA FULFILLMENT SERVICES, ULC.**, legal person duly constituted, having its head office at 2700-1133 Melville Street, City of Vancouver, Province of British Columbia, V6E 4E5, with a *fondé de pouvoir* in the District of Montreal at 1400-1501 avenue McGill College, Montréal, Province of Québec, H3A 3M8

*Defendants*

**TAKE NOTICE** that the present Application for Authorization to Institute a Class Action will be presented before the Superior Court, at the Montreal Courthouse located at 1 Notre-Dame Street East, in the city and district of Montreal, at a date to be determined by the coordinating Judge of the class actions division.

**MONTREAL, April 21, 2026**

(s) *Lex Group Inc.*

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**Lex Group Inc.** Per: David Assor  
Class Counsel / Attorneys for Plaintiff