

Claimant's Brief 14

17 June 2024

I. Introduction

In this Brief, the Claimant will set out claims relating to Claimant's Briefs 12 and 13, which were submitted on 23 April 2024.

Firstly, the Claimant was given the following declaration from the presiding judge: 'Your Briefs (12 & 13) submitted to the court are not answering my questions, which were handed to you by the court. If there are no answers to my questions from you, that is okay. However, I will treat the case as if no claim existed.' The Claimant concluded that if her evidence is not going to be treated as worth taking into consideration based on the judge's free evaluation of evidence, she would have no option but to abandon this court and appeal an omission in a judicial decision to the higher court. Therefore, the Claimant will not replace or make any amendment to the submitted

Briefs.

Furthermore, because the presiding judge commented that ‘you are not saying it is wrong for policy violations (e.g. Intellectual Property Infringements) to be claimed only against you when other shops are committing policy violations, are you?’, the Claimant believes that she had not clearly conveyed the reasons as to why an injunction (Antimonopoly Act Article 24) and Article 248 of the Code of Civil Procedure could be applied regarding the damages. Therefore, the Claimant explains those reasons in this Brief.

II. The reasons why the Claimant seeks a court injunction (Antimonopoly Act Article 24) and financial compensation based on Article 709

The ‘Brand Registry’, the ‘Account Health Rating’, and the ‘Buy Box’
(the featured offer) were unjustly implemented due to the
Defendant’s superior bargaining position. Such implementations only
benefit Amazon and certain (favoured) sellers, and are adverse
changes which cannot be accepted as changes of a reasonable extent.

It has become clear to the Claimant that running such systems
impedes fair competition between sellers and does not serve the
purpose of consumer protection. Hence, the Claimant seeks a court
injunction (Antimonopoly Act Article 24) and financial compensation
based on Article 709.

1 Amazon’s Brand Registry does not operate to protect brands.

(1) The Claimant took notice of a topic titled ‘The catalogue of a seller
that does not own the trademark of a major retail product is violating
Amazon’s Seller Code of Conduct’, which appeared on the Seller

Forum (where Amazon sellers exchange their opinions) on 16 April 2024 (Claimant's Exhibit 202).

- (2) Under the category of 'Shampoo', the listing in question was selling 2 refill pouches of Segreta shampoo along with one pack of pocket tissues on which the logo of the third-party seller 'k [REDACTED]', (hereinafter called 'Seller k [REDACTED]') was printed (ASIN: [REDACTED]) [Reference Material 1].

[Reference Material]

ビューティー・ヘアケア・カラー・スタイリング・シャンプー・コンディショナー・シャンプー



The image shows two bottles of Segreta shampoo and a screenshot of an Amazon Japan product listing. The bottles are purple and white, labeled 'Segreta SHAMPOO 340ml'. The Amazon listing is for 'セグレタ シャンプー 詰め替え 340ml 2個セット' (Segreta Shampoo Refill 340ml 2-pack set) with a price of ¥2,280. The listing includes a star rating of 4.5, a 'ブランド' (Brand) field, and a '商品について' (About the product) section.

セグレタ シャンプー 詰め替え 340ml 2個セット + オリジナルロゴ入りおまけ付

★★★★★ 2 | このページを検索

価格: ¥2,280 税込 (¥1,140 / 個)

Amazon Mastercard (年会費・入会費 永年無料)は、Amazonでのお買い物でいつでも+2.0%ポイント(プライム会員 限定) | 入会ポイントを見るにはログインしてください。詳しく見る

Amazonによる 安心・安全へのお客様情報の保護

発送 取り組み 諸

パターン名: 詰め替え2個セット

¥2,480 (¥1,240 / 個)	¥2,280 (¥1,140 / 個)	¥2,980 (¥1,490 / 個)
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ブランド

商品の形状 液体

ヘアタイプ 全髪質

対象年齢 大人

液体容量 340 ミリリットル

この商品について

- セグレタ シャンプー

配送 受取スポット

通常注文 ¥2,280 税込 (¥1,140 / 個)

無料配送 4月18日 木曜日にお届け (初回注文特典) 詳細を見る

または 最も早いお届け日時指定便 明日 8:00 - 12:00の間に届け (3 時間 3 分以内にご注文の場合) 詳細を見る

お届け先東京都 602-8051-お届け先の更新

残り18点 ご注文はお早めに 在庫状況について

数量: 1

カートに入れる

今すぐ買う

出元元 Amazon

販売元

お支払い方法 お届け情報をお知らせください

(3) The person who originally posted the topic reported to Amazon that

Seller k [REDACTED] was selling Segreta shampoo, which is a registered

brand of the Kao Corporation. Hence, the brand 'K [REDACTED]' would

be contravening Amazon's listing policies. However, Amazon replied

that this was not a problem.

(4) The original poster of the topic stated that he/she had contacted a

lawyer and asked if his/her understanding was correct. The poster

claimed that the listing violated not only the intellectual property

rights of the owner but also Amazon's listing policies, and that if

Amazon took no action, it would be deemed to have accepted the

violation and should be considered an accomplice. The lawyer confirmed that the poster's understanding was correct.

(5) In Amazon's listing policies, it is stated that correct product classifications should be selected, a statement which Amazon, as a defendant, has circled in red in its exhibits (1 and 2 of Defendant's Exhibit 19). If Seller k [REDACTED] sells the K [REDACTED] brand shampoo as their own brand under the 'Shampoo' category, they should have their trademark registered under Class 3.

(6) When the Claimant researched the 'K [REDACTED]' trademark, they found that Seller k [REDACTED] had registered both 'K [REDACTED]' and its logo using ' [REDACTED] Patent Firm', Amazon's IP accelerator¹. This patent firm has also been used by 'C [REDACTED]', the Claimant's competitor. The Claimant found that Amazon accepts the names of the shops as brands.

'C [REDACTED]' has registered a long list of 'retail services and wholesale services' for a wide range of goods under Class 35 of the

¹ Japan Platform for Patent Information J-PlatPat 「k [REDACTED]」 (<https://www.j-platpat.inpit.go.jp/s0100>. Last visited on 6 June 2024)

trademark register in Japan. Seller k [REDACTED] has also registered 'K [REDACTED]' for Class 35; however, they have registered not only for retail services and wholesale services for pocket tissues (as the main business) but also for a diverse range of goods, including pet foods, electrical popcorn makers, pilot lamps, disposable hand warmers, perfume atomisers, hair strainers, car touch-up paints, handy portable toilets, diapers, air compressor filters, hose reels, and tobaccos, as well as 'retail services and wholesale services of pocket wipes'. However, the important point to make is that there has been no registration for shampoos.

- (7) Seller k [REDACTED] printed their trademark on the plastic packaging of the pocket tissues and the JAN code, which is a product code placed underneath their logo [Reference Material 1].

Amazon claims that upon listing, it is compulsory to state the product code in order for them to eradicate counterfeit products (Defendant's Brief (1), p.16).² If the item is listed as Seller k [REDACTED]'s own brand,

² Product codes would be exempted in cases such as listing sellers' own brands, handmade items, or brands with no product code. However, if listing the product codes is easily avoided, the purpose of eradicating counterfeit goods cannot be

the listing should be in the category under which pocket tissue falls.

In addition, if Seller k [REDACTED] gives away 2 pouches of ‘Segreta’ shampoo refills as a prize to sell their own brand of pocket tissue, Amazon is violating the ‘Guidelines for the Interpretation of the Notification in Premium Offers to General Consumers’ under which prizes offered to the general public without a prize draw should be worth up to two-tenth of the price of the goods paid for by the consumer (e.g. 200 yen for a transaction value under 1000 yen).³

This is because Amazon recommends the product to consumers by providing a ‘Buy Box’ containing ‘Buy Now’ and ‘Add to Cart’ for one-click convenience of the purchase, and then dispatches it from its own warehouse.

achieved. Therefore, to be able to list without product codes, sellers must apply for the product code exemption by providing necessary information, including the name of brand, the category, and product photos, to Amazon using the form available on the website (Defendant’s Exhibit 14). Amazon will approve the product code exemption only if there is an appropriate reason for the item not to have a product code and there is no doubt the item is not counterfeit from the information and photos provided. Sellers can only list their items without the product code after completing this process (Defendant’s Brief (1) p.17)

³ General Incorporated Association Federation of Fair Trade Conferences, About Premiums and Representations Act (<https://www.jfftc.org/law/index.html>. Last visited on 19 May 2024).

(8) If ‘Segreta’ shampoos are not a prize for purchasing and are the seller’s own brand, the seller who sells the shampoo exclusively as ‘brand: K [REDACTED]’, using a cut out from the cross-sectional picture of hair available on the brand’s official product page on Amazon, not only violates the intellectual property rights of ‘Segreta’, which has its trademark registered and its own JAN code, but also sells a shampoo with exactly the same formula without having obtained permission from the Kao Corporation (the owner of the brand)[Reference Material 2].

[Reference Material 2]

brand: K [REDACTED] product page

← → ↺ <https://www.amazon.co.jp/セグレタシャンプー・340ml・2個セット-Kurutonオリジナルロゴ入りeおまけ付/dp/> 80% ☆

ビューティ>ヘアケア>カラー・スタイリング>シャンプー・コンディショナー>シャンプー



「大人の髪悩み」その原因って?

年齢やダメージとともに髪の内部脂質が減少し、空洞化。髪内部の繊維もうるおいが失われた状態に。

画像にマウスを合わせると拡大されます

セグレタ シャンプー 詰め替え 340ml 2個セット + [REDACTED] オリジナルロゴ入りeおまけ付

★★★★★ 2 | このページを検索

価格: ¥2,280 税込 (¥1,140 / 個)

Amazon Mastercard (年会費・入会費 永年無料)は、Amazonでのお買い物でいつでも+2.0%ポイント(プライム会員 限定) | 入会ポイントを見る

Amazonによる 安心・安全へのお客様情報の保護

パターン名: 詰め替え2個セット

¥2,480 (¥1,240 / 個) **¥2,280 (¥1,140 / 個)** ¥2,980 (¥1,490 / 個)

ブランド [REDACTED]
商品の形状 液体
ヘアタイプ 全髪質
対象年齢 大人
液体容量 340 ミリリットル

この商品について

- セグレタ シャンプー
- 内容量: 340ml
- メーカー: 株式会社セグレタ

配送 受取スポット

通常の注文 ¥2,280 税込 (¥1,140 / 個)

無料配送 4月18日 木曜日にお届け (初回注文特典) 詳細を見る

または 最も早いお届け日時指定 明日 8:00 - 12:00の間に届け (3 時間 3 分以内にご注文文の場合) 詳細を見る

お届け先: 東京都 602-8051-お届け先の更新

残り18点 ご注文は早めに在庫状況について

数量: 1

カートに入れる

今すぐ買う

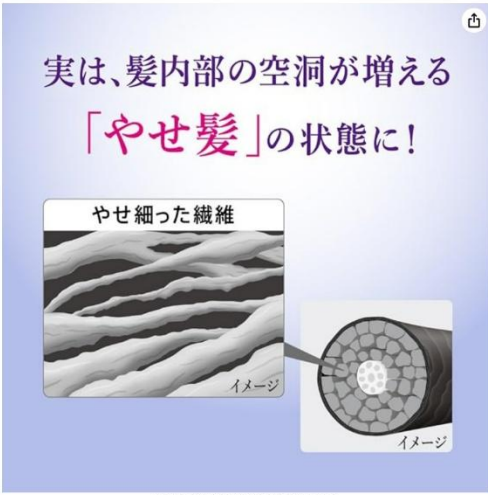
出荷元 Amazon
販売元 [REDACTED]

支払い方法 お客様情報を保護しています

21°C ぐもりのち晴れ 検索 18.08 2024/04/16

Segreta Store product page (ASIN: [REDACTED])

← ↺ <https://www.amazon.co.jp/セグレタアッシュレイデザインシャンプー・コンディショナー・ポンプペア/dp/B07B5BDNMN> A ☆



実は、髪内部の空洞が増える「やせ髪」の状態に!

やせ細った繊維

画像にマウスを合わせると拡大されます

セグレタ ローラ アッシュレイデザイン シャンプー&コンディショナー ポンプペア (360ml+360ml)

セグレタのストアを表示

3.5 ★★★★★ 21個の評価 | このページを検索

安心・安全へのお客様情報の保護

この商品は現在お取り扱いできません。在庫状況について

ブランド セグレタ
ヘアタイプ 全髪質
商品の容量 821 g

この商品について

- 内容量: 720ml
- 全成分: シャンプー: 水、ラウレス硫酸アモニウム、エタノール、ジステアリン酸グリコール、ラウリルヒドロキシスルタイン、ステアレス-6、イソデシルグリセリルエーテル、ザクロエキス、センチフォリアバラ花水、ローヤルゼリーエキス、タイズ種子エキス、センブリエキス、ユーカリ葉エキス、リンゴ酸、ラノリン脂肪酸、ラウレス硫酸Na、PPG-17、コカミドMEA、ラウリン酸、トルエンシルボン酸、ベンジルアルコール、水酸化K、ラウレス-4、ポリクオタニウム-10、BHT、ポリクオタニウム-67、ラウレス-16、リン酸、ポリクオタニウム-52、BG、ビスメトキシプロピルアミドイソドコサン、ステアロキシンプロピルジメチルアミン、ステアリアルアルコール、水酸化Na、安息香酸Na、フェノキシエタノール、メチルパラベン、黄5、黄401、赤106、香料、コンディショナー: 水、セタ

この商品は現在お取り扱いできません。 在庫状況について

お届け先: 東京都 602-8051-お届け先の更新

リストに追加

 BOTANIST

新ボタニスト誕生。髪を自然に潤たしきる。

BOTANIST ボタニストシャンプー...

★★★★★ 566

¥2,861 半3,080

5%オフ クーポン付き ※なくなり次第終了

スポンサー

21°C ぐもりのち晴れ 検索 18.06 2024/04/16

2 Sellers given exclusivity for the sale of their items by registering on the Amazon Brand Registry increase their advertising expenditure on Amazon as a result of having greater exposure. Consequently, items listed by those sellers maintain favourable search result positions as the ‘Buy Box’ being offered by Amazon will lead consumers to choose more expensive items. For those selling on Amazon in Japan, it is compulsory to subscribe to a Professional Plan and pay a monthly fee of 5390 yen in order to qualify as a ‘Buy Box’ winner for the items they are selling. However, these sellers are bound by uncertain terms and conditions that depend solely on the decisions of Amazon, which claims there is no guarantee it will choose a seller’s items for the ‘Buy Box’ (Defendant’s Exhibit 3).

(1) On 8 February 2024, two Amazon.com customers filed lawsuits against Amazon on the grounds that ‘Amazon claims to be a “customer-centric” company that works to offer the lowest prices to its customers’; however, in violation of the Washington Consumer Protection Act, Amazon employs a deceptive scheme to keep its profits – and consumer prices – high. Specifically, it uses a biased

algorithm to determine which offers shoppers will see, and therefore which sellers they will buy from, when they search for items on Amazon. Consequently, US customers sought ‘to enjoin further unfair and fraudulent acts or practices by Amazon, recover damages, and obtain all other relief’ (Claimant’s Exhibit 203).

(2) Furthermore, Amazon employs such unfair and fraudulent acts or practices not only in the US but also in Japan, where the same operating system has been running.

(3) When the Claimant searched for the aforementioned ‘Segreta shampoo refill pouch’ as a consumer shopping on Amazon,⁴ the same unfair and fraudulent acts or practices appear as alleged by the US customers. Details of these are as follows.

1) The first and second offers displayed in the search results are those sold by the aforementioned Seller k[REDACTED]. The first offer is being sold at 2680 yen with the prize of a ‘seller’s original package of a single hand wipe’, whereas exactly the same set

⁴ The Claimant visited amazon.co.jp website and entered the words into the search bar.

without the prize is being sold for 1431 yen at yodobashi.com⁵, Amazon's competitor in Japan. Amazon provides the item in question with a 'Buy Box' which contains 'Buy Now' and 'Add to Cart' buttons, allowing consumers to purchase the item using one-click convenience [Reference Material 3].

[Reference Material 3]



2) Following Seller k's offers are two offers by Amazon retail [Reference Material 4 & 5]. These items are far cheaper than buying the items with the prizes of hand wipes from Seller k; however, Amazon has chosen to display Seller

⁵ yodobashi.com (<https://www.yodobashi.com/product/100000001002852567/>). Last visited on 25 May 2024)

k [REDACTED]'s offers first as this means they earn the highest fees, encompassing advertising services, logistic services, and fees for each item sold.

[Reference Material 4]

セグレタ 1本でトップふくらシャンプー つめかえ 285ml

セグレタのストアを表示

★★★★☆ 909 | このページを検索

過去1か月で1000番以上購入されました

価格: ¥566 税込 (¥566 / 1商品あたりの価格)

ポイント: 24pt (4%) 詳細はこちら

4点買うと5% OFF 買い物をする

Amazon Mastercard (年会費・入会費 永年無料)は、Amazonでのお買い物でいつでも+2.0%ポイント(プライム会員 限定) | 入金ポイントを見るにはログインしてください。詳しく見る

Amazonによる 安心・安全へのお返答情報の提供

発送 取り組み 返

プロモーション情報 【今週の実質無料】ヤススイね 1件

サイズ: つめかえ用285ml

つめかえ用285ml ¥566 (¥566 / 1商品あたりの価格)

ポンプ360ml ¥734 (¥734 / 1商品あたりの価格)

ブランド セグレタ

商品の形状 つめかえ用

ヘアタイプ ノーマル

香り フローラル

対象年齢 50歳以上

在庫あり。在庫状況について

数量: 1

カートに入れる

今すぐ買う

出荷元 Amazon.co.jp

販売元 Amazon.co.jp

支払い方法 お客様情報を保護しています

詳細はこちら

[Reference Material 5]

セグレタ シャンプー うねる髪もまとまる つめかえ用 340ml

セグレタのストアを表示

★★★★☆ 38 | このページを検索

過去1か月で800番以上購入されました

参考価格: ¥660 詳細

価格: ¥625 税込 (¥625 / 1商品あたりの価格)

OFF: ¥35 (5%)

ポイント: 6pt (1%) 詳細はこちら

4点買うと5% OFF 買い物をする

Amazon Mastercard (年会費・入会費 永年無料)は、Amazonでのお買い物でいつでも+2.0%ポイント(プライム会員 限定) | 入金ポイントを見るにはログインしてください。詳しく見る

Amazonによる 安心・安全へのお返答情報の提供

発送 取り組み 返

無料のプライム配送を提供していない他の出品者から安く入手できます。

プロモーション情報 【今週の実質無料】ヤススイね 1件

ブランド セグレタ

商品の形状 液体

ヘアタイプ エイジング、全髪質

香り ハーバルブルーの香り

対象年齢 大人

在庫あり。在庫状況について

数量: 1

カートに入れる

今すぐ買う

出荷元 Amazon.co.jp

販売元 Amazon.co.jp

支払い方法 お客様情報を保護しています

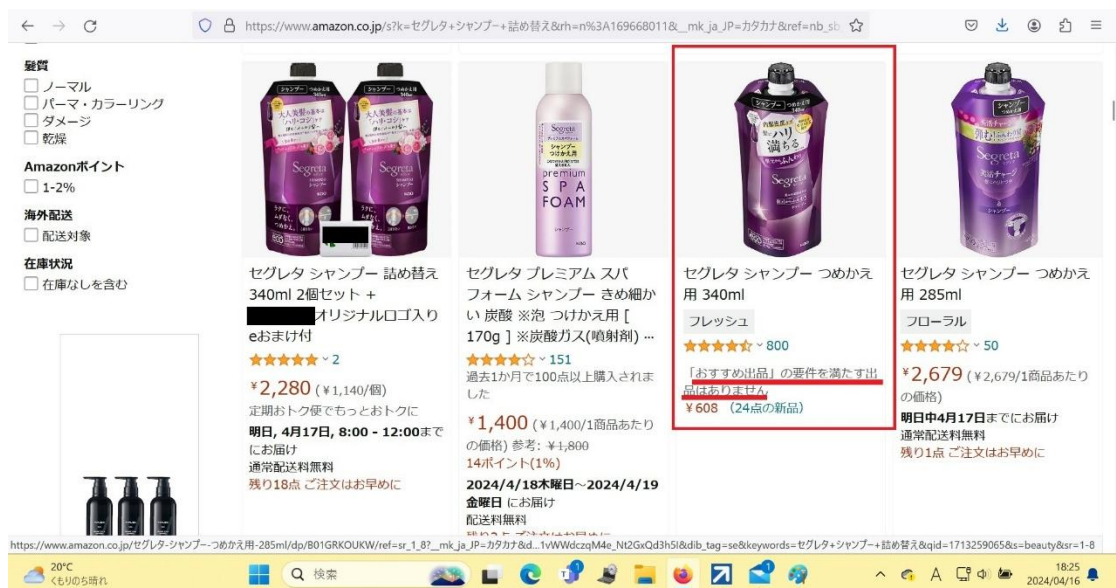
詳細はこちら

ギフトの設定

- 3) The fifth offer presented in the search results displays the item with the prize of a single pack of pocket tissues sold by Seller k[REDACTED], accompanied by the ‘Buy Box’ [Reference Material 1]. The item is offered at 2280 yen, whereas yodobashi.com sells two such items for 1324 yen.⁶
- 4) The Claimant’s investigation also revealed that the cheapest one is displayed at a price of 608 yen (24 sellers selling new ones), written in small and unnoticeable letters. It is seventh in the search results and is displayed as ‘No featured offers available’. Therefore, at first glance, it seems the item is not available for purchase (ASIN: [REDACTED]) [Reference Material 6].

⁶ yodobashi.com (<https://www.yodobashi.com/product/100000001004074168/>). Last visited on 25 May 2024).

[Reference Material 6]



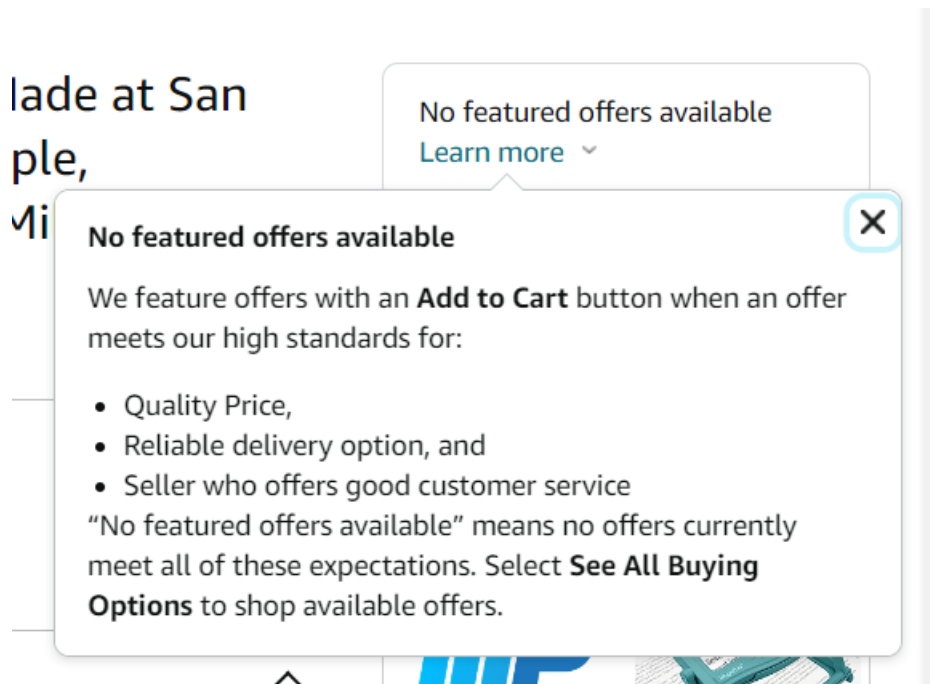
5) Having clicked the item, ‘No featured offers available’ is displayed again, and no Buy Box is displayed in which to put the item [Reference Material 7].

[Reference Material 7]



6) When clicking 'learn more' to find out why no featured offers are available, the explanation given is that no offers meet Amazon's expectations of (1) Quality Price, (2) Reliable delivery option, and (3) Seller who offers good customer service [Reference Material 8]. Consequently, 24 sellers seeking to sell the same item are paying Professional Seller fees in the expectation that their item will be chosen as the Buy Box winner; however, because none of the sellers meet all of Amazon's expectations, their items cannot be displayed to consumers.

[Reference Material 8] *Claimant Note: Example (English)



7) The item does not appear to be available for customers to purchase, and it displays 24 sellers' items only after clicking 'See All Buying Options', but does not clearly identify how this works [Reference Material 9].

[Reference Material 9]

The image shows two screenshots of the Amazon Japan product page for Segreta shampoo (340ml). The top screenshot displays the product image, a star rating of 4.5 (800 reviews), and two seller listings. The bottom screenshot shows the same page with more seller listings visible.

Product Details:

- Segreta シャンプー つめかえ用 340ml
- ★★★★☆ 800個の評価
- 「おすすめ出品」の要件を満たす出品はありません
- ★★★★★ (11542件の評価) 過去12か月間で91%が肯定的

Seller Listings:

新品	価格	ポイント	配送料	お届け日	詳細を見る	カートに追加する
¥608	30ポイント (5%)	¥590	4月20日-22日にお届け (10 時間 31 分以内にご注文の場合)	ツルハドラッグ【アマゾン店】	ツルハドラッグ【アマゾン店】	★★★★★ (32514件の評価) 過去12か月間で96%が肯定的
¥728	7ポイント (1%)	¥490	4月24日-25日にお届け (10 時間 31 分以内にご注文の場合)	薬のファインズファルマ	薬のファインズファルマ	

Additional Seller Listings (Bottom Screenshot):

新品	価格	配送料	お届け日	詳細を見る	カートに追加する	
¥609	¥418	4月24日-25日にお届け (10 時間 31 分以内にご注文の場合)	【新品】新品の商品です。	kumapay's	kumapay's	★★★★☆ (1件の評価) 過去12か月間で100%が肯定的
¥697	¥498	4月25日-27日にお届け	株式会社サンドラッグ 電話番号:0120-009-368 受付時間: 10時~17時 (土日祝日を除く)	サンドラッグe-shop 3122円以上で送料無料!	サンドラッグe-shop 3122円以上で送料無料!	★★★★☆ (35757件の評価) 過去12か月間で83%が肯定的



Among these sellers, Tsuruha Drug, Inc. and Sundrug, both of which are listed on the Tokyo Stock Exchange's Prime market, offer reasonable prices of 608 yen and 609 yen with delivery charges of 590 yen and 418 yen, respectively. If a customer purchases two bottles from these sellers, the prices including delivery charges are 1806 yen and 1636 yen, respectively. Furthermore, in the case of Sundrug, the company offers free shipping on orders that meet the minimum purchase amount for their offerings.

Both companies' items are much cheaper than Seller k [REDACTED]'s item which comes with the prize of its own logo pocket tissue at 2280 yen, and there is no problem regarding customer satisfaction

as corresponding store feedback percentages for Tsuruha Drug, Inc. and Sundrug are 96% (32514 ratings) and 83% (35757 ratings), respectively.

If you only need to buy one pouch of shampoo refill, there is a seller who sells at 1072 yen with free shipping, which is cheaper than one pouch worth of Seller k[REDACTED]'s two-pouch set with the logo pocket tissue.

The differences between Seller k[REDACTED] and these 24 sellers are that the former uses Fulfilment By Amazon [Claimant Note: FBA, Amazon's logistic services, for which it charges third-party sellers hefty fees to store their inventory, pack their items, ship orders, handle returns, and communicate with customers], whilst the latter fulfil and ship their own orders. In addition, Seller k[REDACTED] can respond flexibly to the slight package design renewal of Segreta shampoo refill by changing the product photos as their catalogue is used exclusively under their brand name, whereas 24 sellers using the same single catalogue cannot. However, although the product photos are different, there is no difference in the shampoo refill

customers receive as the volume of both shampoo refills remains the same at 340ml.

8) Amazon does not display the ‘Segreta Shampoo Refill Pouch 340ml’ offered and dispatched by Tsuruha Drug Inc. at 608 yen, which is the cheapest and will be favoured by consumers. Instead, they have chosen to display and offer the Buy Box for ‘Segreta Shampoo Refill Pouch 285ml’ which appears in the right next to the cheapest offer in the search results, even though the product has a smaller volume and is selling at an astounding price of 2679 yen. This is because this seller is participating in FBA and pays a higher advertising fee, and the item is dispatched from Amazon’s warehouse; hence, it is bringing Amazon more profit [Reference Material 6].

9) When Amazon demonstrated how the Buy Box winner is displayed as Exhibit 1 on the Defendant’s Brief 3 [Reference Material 10], the Buy Box winner of the item which 24 sellers, including Tsuruha Drug Inc., are selling should have been displayed with the ‘Add to Cart’ button, and other sellers should

have been displayed as ‘Other Sellers on Amazon’ immediately below the Buy Box winner. However, such changes can only happen when Amazon.co.jp, as a retailer, is the Buy Box winner and there are competitors for the item in question.

[Reference Material 10] Note: Claimant added explanation in red.

別紙 1

食品・飲料・お酒・お菓子・ビール・発泡酒・ビール

【ビールギフト 賞味期限が短いためクリアランス】サッポロ エビス マイスター 瓶 ギフトセット YMB3D 305ml×10本
ブランド: エビスビール
4.5 ★★★★★ 1,590個の評価 | 30が賞味に賞賛済み
過去1か月で2000点以上購入されました

ビール
-11% ¥2,934 税込 (¥293 / 本)
参考価格: 平価¥340 @
ポイント: 29pt (1%) 詳細はこちら
Amazon Mastercard 登録入会者でポイントプレゼント。Amazonでの買い回り帳で、いつでもポイントが貯まる。
※名義無料のAmazon Mastercard
Amazonによる 安心・安全へ お客様の情報の 発送 の取り扱い 保護
無料のプライム配送を提供していない他の出品者からより安く入手できます。

パターン名: 贈品
サイズ: 305ml×10本
305ml×10本 ¥2,934 (¥293 / 本)
305ml×17本 ¥4,540 (¥267 / 本)

原材料: 麦芽、ホップ
アルコール度数: 5.5%
内容量: 305ml×10本
原産国: 日本
エビスマイスターのギフトセットです。
もっと見る

法人・個人事業主のお客様へ
法律により消費者、未成年者または未成年者以外の者は、酒類を購入できません。詳細はこちら

法律により20歳未満の酒類の購入や飲酒は禁止されており、酒類の販売には年齢確認が義務付けられています。
実際の商品の外袋デザインは画像と異なる場合があります。

【ビールギフト 賞味期限が短いためクリアランス】サッポロ エビス 2号 飲み比べ。
★★★★★ 56 | ¥2,343 (¥215 / 本) -prime
今すぐ購入

スポンサー

無料体験プレゼント
この注文でお急ぎ便、お届け日時指定便を無料体験。Amazonプライム無料体験について

¥2,934 税込 (¥293 / 本)
ポイント: 29pt (1%) 詳細はこちら
無料配送 12月22日 金曜日にお届け
詳細を見る
または 最も早い配送 本日までにお届け (9 時間 42 分以内にご注文の場合)
詳細を見る
お届け先: 東京都 102-0082 お届け先の住所
在庫あり。在庫状況について
数量: 1
カートに入れる
今すぐ買う
出荷元: Amazon.co.jp
販売元: Amazon.co.jp
商品: お酒類のギフトができません
支払い方法: お客様のアカウントを確認してください
☐ ギフトの設定
リストに追加
新品 (6) 件の出品: ¥2,934 >
こちらからもご購入いただけます
¥3,150 (¥315 / 本) 今すぐ購入
送料: 無料
販売元: お酒のビッグバス
¥3,480 (¥348 / 本) 今すぐ購入
送料: 無料
販売元: 森の2angin
¥2,725 (¥272 / 本) 今すぐ購入
27pt (1%)
+ ¥800 送料
販売元: 夢の島酒蔵 ひまわりや

10) Although the ‘Segreta shampoo refill pouch’ which Amazon sells at 566 yen seems to be the cheapest offer, it is a 285ml ‘all-in-one top volumising shampoo’, which is a smaller volume, and the formula is different.

The Claimant points out that by using its dominant purchasing power, Amazon can obtain the stock of shampoos for which the new product launch failed and consumers did not buy cheaply from the manufacturer (KAO Corporation). It can then steer consumers away from the popular shampoo refill pouch they want to buy and nudge them towards purchasing what Amazon wants to sell with no competition, as their cost price is the cheapest.

11) Amazon’s Buy Box algorithm constitutes a wilfully deceptive practice that impedes consumers’ free choices and does not serve the interests of those who want to buy a good product at a cheaper price.

12) As well as paying the monthly fees charged for a Professional Seller, sellers on Amazon.co.jp may also consider buying Amazon points, which consumers can use to pay for purchases made on

the website in the expectation that they will have more chance of being chosen as the Buy Box winner. Tsuruha Drug Inc., offers Segreta shampoo refill pouch at the lowest price and gives 5% of Amazon points to the consumers, whereas Amazon offers only 4% to its consumers. It can thus be asserted that Amazon, who will not display Tsuruha Drug Inc. as the Buy Box winner, is inherently and materially deceiving sellers who pay the Professional Seller fees and purchase Amazon points. Tsuruha Drug Inc. lists the item at a reasonable price and provides Amazon points for consumers; however, if Amazon makes the item hard to sell, this will indirectly affect the Claimant who is a shareholder of the company.

13) It was a known fact among sellers on the Seller Forum on or prior to 11 June 2023 that exclusive catalogue use is possible with the prize of pocket tissues or a single hand wipe with the seller's own logo if the seller has enrolled their business name in the Amazon Brand Registry. Sellers consider this a problem, but Amazon does not regulate it as they ostensibly identify such

exclusive use as bringing more advertising expenditure from catalogue owners and hence more profitable (Claimant's Exhibit 204).

3 Because the brands enrolled in the Amazon Brand Registry have been given superiority over the officially registered trademarks, it is possible for registered brand sellers to list almost all products under their own brand name. Numerous Japanese trademarks have been violated by such prize businesses.

(1) As long as sellers have enrolled their brands in the Amazon Brand Registry (hereinafter called 'Brand Registry Sellers'), they are excluded from the violation of the intellectual property of other brands. It is evident that the aforementioned Seller k [REDACTED] sells not only Segreta shampoo but also 'Scottie' toilet rolls, the trademark registered by Nippon Paper Crecia Co., Ltd., as a k [REDACTED] brand with a packet of own logo wet wipe (Claimant's Exhibit 206). Further, Amazon allows Seller k [REDACTED] to state that this is an Amazon.co.jp only item in the title (ASIN : [REDACTED])

[REDACTED]

[REDACTED]

[REDACTED] etc.) [Reference Material 11].

[Reference Material 11]



(2) Seller k [REDACTED] also sells its own combinations of MegRhythm Steam Mask products, the trademark of which has been registered by Kao Corporation. The item in question consists of assortments made by Seller k [REDACTED] by unpacking boxes which have printed production dates, and is sold under k [REDACTED]'s own brand. Amazon not only allows Seller k [REDACTED] to state that the item is Amazon.co.jp only in

the title but also substantially promotes the product to consumers by presenting the item with text stating that it is ‘Amazon’s Choice’ [Reference Material 12].

[Reference Material 12]



(3) Sellers on the Seller Forum reported that Amazon alleged an intellectual property infringement (trademark violation) against sellers who have not enrolled in the Amazon Brand Registry (hereinafter called ‘Non Brand Registry Sellers’), even though Pokémon and Pikachu are the exact words for describing the items they sell. Sellers pointed out that in Amazon, the brands enrolled in

the Amazon Brand Registry have been given superiority over the officially registered trademarks (Claimant's Exhibit 207).

The Claimant asserts in Claim 7 of List I of this Complaint that Amazon alleged the Claimant violated the intellectual property infringement. Specifically, the Claimant mistakenly wrote 'Little My Children' instead of 'Little Children' in the item description of the song titles included in the music box which the Claimant sells.

Consequently, the Claimant violated the trademark of the Moomin Character, 'Little My'. Through her lawyer, the Claimant explained to Jasper Cheung, CEO of Amazon Japan, that 'Little My Children' was written by mistake and was not related to the Moomin Character.

However, Cheung refused to remove the intellectual property infringement even after this lawsuit had begun, which meant the violation remained on the Claimant's account health page (Claimant's Brief 12, p. 10, number 6).

Seller k [REDACTED], by contrast, sells their items using words such as 'Pokémon' or 'Pikachu' in the item descriptions under their brand k [REDACTED], which bears no relation to these trademark owners,

without encountering any problems. Consequently, the search results for brand k [REDACTED] display more than 1,000 items and numerous Japanese trademarks have been violated by k [REDACTED]'s hand wipe prize business. Amazon assist in this intellectual property violation by displaying text (e.g. 'over 100 bought last month') that manipulates consumers by assuring them such items are popular purchases [Reference Material 13].

[Reference Material 13] Examples of trademark products sold under brand

k [REDACTED] are as follows:

1) [REDACTED] ASIN : [REDACTED]



画像にマウスを合わせると拡大されます

🔗 **【Amazon.co.jp 限定】ニュークレラップ NEW クレラップ レギュラー 30cm×20m×6個 + [REDACTED] オリジナルロゴ入りhおしぼり付**

ブランド: [REDACTED]

4.0 ★★★★★ 17個の評価

過去1か月で100点以上購入されました

¥2,420 税込

Amazon Mastercard (年会費・入会費 永年無料)は、Amazonでのお買い物ですいつでも+2.0%ポイント (プライム会員 限定) | 入会ポイントを見るにはログインしてください。詳しく見る

🚚 Amazonによる 安心・安全へのお客様情報の保護
発送 取り組み 護

サイズ: レギュラー 6個

材質: ポリ塩化ビニリデン

ブランド: [REDACTED]

2) [REDACTED]

ASIN : [REDACTED]



画像にマウスを合わせると拡大されます



ライオン デントヘルス 薬用ハミガキ DX 85g 2個セット 歯周病 虫歯 予防 医薬部外品 + [REDACTED] オリジナルロゴ入りおしぼり付

ブランド: [REDACTED]

4.4 ★★★★★ 7個の評価 | このページを検索

過去1か月で100点以上購入されました

-7% ￥2,780 税込 (￥1,390 / 個)

過去価格: ￥2,980

Amazon Mastercard (年会費・入会費 永年無料)は、Amazonでのお買い物でいつでも+2.0%ポイント (プライム会員 限定) | 入会ポイントを見るにはログインしてください。詳しく見る



Amazonによる 安心・安全へのお客様情報の保護
発送 取り組み 護

香り: 薬用ハミガキ 2個セット

薬用ハミガキ1個 + 薬用デンタルリンス1個セット
￥2,480
(￥1,240 / 個)

薬用ハミガキ 2個セット
￥2,780
(￥1,390 / 個)

ブランド [REDACTED]

商品の形状 ペースト

商品の個数 1

ユニット数 2 個

3) [REDACTED]

ASIN : [REDACTED]



東邦 ウタマロ マホー石鹸 133g × 2個 & 固形 ウタマロ石けん 専用ケース付 + [REDACTED] オリジナルロゴ入りおしぼり付

ブランド: [REDACTED]

4.6 ★★★★★ 11個の評価 | このページを検索

過去1か月で50点以上購入されました

￥1,900 (￥633 / 個)

Amazon Mastercard (年会費・入会費 永年無料)は、Amazonでのお買い物でいつでも+2.0%ポイント (プライム会員 限定) | 入会ポイントを見るにはログインしてください。詳しく見る



Amazonによる 安心・安全へのお客様情報の保護
発送 取り組み 護

ブランド [REDACTED]

商品の形状 固形

ユニット数 3.00 個

素材の特徴 ヴィーガン

商品の個数 1

肌タイプ 普通肌

この商品について

4) [REDACTED]

ASIN : [REDACTED]



画像にマウスを合わせると拡大されます

【医薬部外品】メディクウィックH ふけ・かゆみを防ぐ頭皮メディカルシャンプー 本体 320ml 頭皮環境改善 抗真菌成分ミコナゾール硝酸塩配合 + [REDACTED] オリジナルロゴ入りhおしぼり付

ブランド: [REDACTED]
4.1 ★★★★★ 9個の評価 | このページを検索
過去1か月で50点以上購入されました

¥2,780 税込 (¥2,780 / 本)

Amazon Mastercard (年会費・入会費 永年無料)は、Amazonでのお買い物でいつでも+2.0%ポイント (プライム会員 限定) | 入会ポイントを見るにはログインしてください。詳しく見る

Amazonによる 安心・安全へのお客様情報の保護
発送 取り組み 護

香り: 本体 1本

¥2,780 (¥2,780 / 本) ¥3,980 (¥1,990 / 袋)

ブランド [REDACTED]
商品の形状 液体
香り 本体 1本
単位数 1

5) [REDACTED]

ASIN : [REDACTED]



画像にマウスを合わせると拡大されます

【Amazon.co.jp限定】ファーフ ファインフレグランス オム 柔軟剤 クリスタルムスクの香り 詰め替え 1440ml + [REDACTED] オリジナルロゴ入りeウェットシート付 (オム クリスタルムスクの香り 2袋セット)

ブランド: [REDACTED]
4.7 ★★★★★ 20個の評価 | このページを検索
過去1か月で50点以上購入されました

¥3,480 (¥3,480 / 袋)

Amazon Mastercard (年会費・入会費 永年無料)は、Amazonでのお買い物でいつでも+2.0%ポイント (プライム会員 限定) | 入会ポイントを見るにはログインしてください。詳しく見る

Amazonによる 安心・安全へのお客様情報の保護
発送 取り組み 護

香り: オム クリスタルムスクの香り 2袋セット

ブランド [REDACTED]
商品の形状 液体
ユニット数 1.00 袋
香り オム クリスタルムスクの香り 2袋セット
素材の特徴 ヴィーガン、抗菌

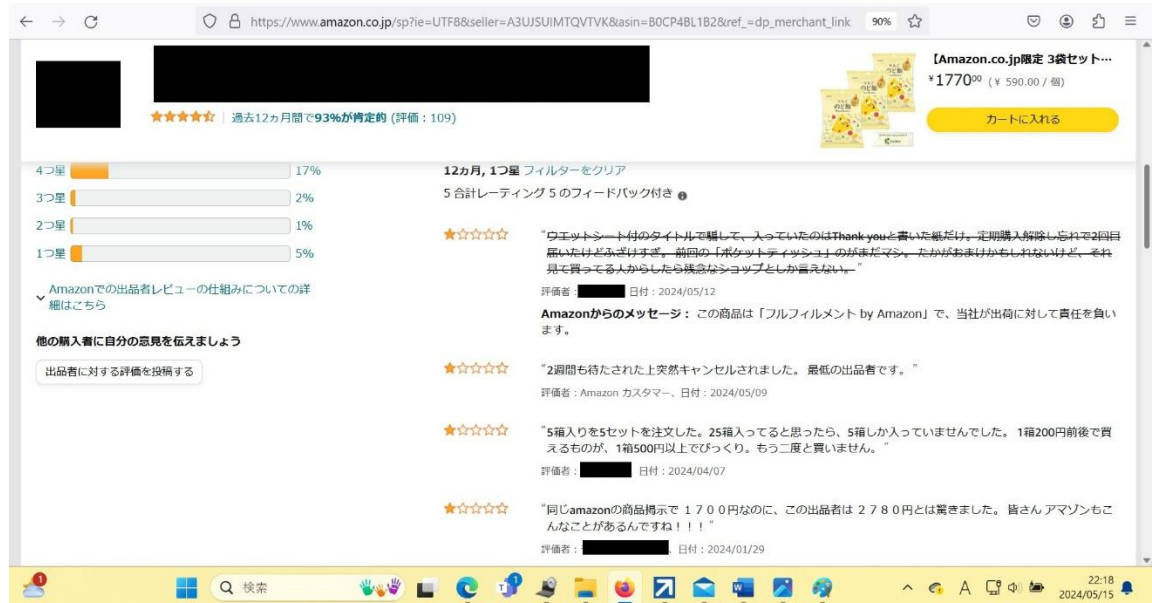
Amazon Japan exists only in name and their legal department, which should be in a position to check intellectual property violations based on Japanese law, is in actuality a group of employees who have neither the authority nor the position to do this. Although Amazon always takes US law into account, it has no consideration whatsoever for Japanese trademarks registered in the Japanese Trademark Register, as these are covered by the law in Japan. Thus, Amazon is making a mockery of Japanese law.

4 Amazon is an accomplice in an act of tort, which includes removing with strikethroughs a customer review in which the consumer complained that he/she was deceived by the title of an item being sold by a Brand Registry Seller, and leaving a comment which stated: ‘Message from Amazon: This item was fulfilled by Amazon, and we take responsibility for this fulfilment experience.’.

(1) Seller k [REDACTED] sells items under their brand name along with prizes consisting of their own branded pocket tissues or single hand wipes. Therefore, one of these prizes should have been delivered to

consumers. However, in actuality, they conducted an act of tort by enclosing a ‘Thank You’ card instead of a prize, which is in default of the contract. [Reference Material 14]

[Reference Material 14]



[Reference Material 14 – Enlarged]

★★★★★ "ウエットシート付のタイトルで騙して、入っていたのはThank youと書いた紙だけ。定期購入解除し忘れて2回目届いたけどふざけすぎ。前回の「ポケットティッシュ」のがまだマシ。たかがおまけかもしれないけど、それ見て買ってる人からしたら残念なショッブとしか言えない。"

評価者: [REDACTED] 日付: 2024/05/12

Amazonからのメッセージ: この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。

Customer comment:

Cheated by the title stating there would be a prize of a single hand wipe. Only enclosed a paper saying ‘Thank you’. Forgot to cancel the Subscribe and Save and arrived in the second time. Stop mocking a customer! ‘Pocket tissue’ for the last time was much better. Though the shop says that is a prize, it is disappointing for a customer who bought the item based on what it says.

Message from Amazon:

This item was fulfilled by Amazon, and we take responsibility for this fulfilment experience.

In the lawsuit brought against the Japanese Government for revocation of the Order for Action (Gyo-U) Case No. 30 in 2018 (hereinafter called ‘2018 Lawsuit Against the Japanese Government’), Amazon positioned their customer reviews as materials which can be used by ordinary consumers (who possess sound common sense) to make a judgement when they consider purchasing an item.⁷ Nevertheless, as the Claimant pointed out in the Claimant’s Brief 12 (pp. 23-24), Amazon conducted the act of tort by removing a review posted by a consumer complaining about the damage caused by misleadingly portraying the item as significantly superior because it comes with pocket tissues (which did not arrive), along with the comment that Amazon takes responsibility for this.

The Claimant argues that Amazon failed to comply with Section (ii)

⁷ Court’s verdict delivered on 15 November 2019, 2018 (Gyo-U) Case No. 30, the action for revocation of the Order for Action.

Amazon asserted the following: ‘When ordinary consumers purchase an item, they will see the customer reviews without fail and acknowledge they are true’ (pp. 38-39) and ‘Consumers who consider purchasing and possess sound common sense can recognise that the product detail page displays a mistake by having viewed the customer reviews’ (pp. 58-59).

https://www.courts.go.jp/app/files/hanrei_jp/404/089404_hanrei.pdf. Last visited on 21 May 2024

of Article 5 on the Act Against Unjustifiable Premiums and
Misleading Representations

(2) Rebate exists for Brand Registry Sellers for sales (Claimant's Exhibit 150). To protect the sales of those sellers who use the product catalogue exclusively and bring advertising expenditure, Amazon is inclined to remove negative customer reviews that would otherwise be of benefit to consumers. By contrast, Non-Brand Registry Sellers report that when they have received a 1-star rating claiming that the item received was a faulty product from a consumer who damaged it intentionally or posted contents that are libelous, Amazon's response was: 'We will consider whether to remove the customer review by investigating whether the seller has provided the customer service in the right way. However, it must be said that removing customer reviews is difficult in most cases. We will not remove a customer review if there is no evidence to prove the malicious damage, or if the comment points out a product fault even though a consumer criticised the seller in the product reviews' (Claimant's Exhibit 208). Thus, Amazon provides unfair and discriminatory treatment when it comes

to Brand Registry Sellers.

(3) Moreover, Seller k [REDACTED] lists the item as their own brand; hence, if they do not provide the prize of their own brand single hand wipe with the item, the following statement made by Amazon under the Amazon Services Business Solutions Agreement becomes relevant: ‘If we determine that your account has been, or our controls identify that it may be, used for deceptive or fraudulent, or illegal activity...’, which should denote the termination of the services.⁸ Even though the acts of Brand Registry Sellers should mean that termination of the Amazon Services Business Solutions Agreement becomes relevant, the Agreement is not applicable to them.

5 Furthermore, even if sellers’ business names have not been registered as trademarks, sellers can sell other brand’s items with JAN codes as ‘Brand: non-branded’, along with the prizes of pocket tissues or hand

⁸ ‘(b) your account has been, or our controls identify that it may be used for, deceptive or fraudulent, or illegal activity; (c) your use of the Services has harmed, or our controls identify that it might harm, other sellers, customers, or Amazon’s legitimate interests (Defendant’s Exhibit 15, p. 4)’.

wipes upon which their business names are printed, provided that 1) the sellers' trademark applications were made through the IP Accelerator, Amazon's trusted IP Firm, even whilst their trademark applications were pending, and 2) even though the sellers are Non Brand Registry Sellers, they have incurred a hefty sum of advertising expenditure over the years and have proven records of making huge profits.

(1) When the Claimant searched for 'Scottie tissue papers' as a consumer shopping on Amazon, the first offer presented in the search results displays a 'Brand: non-branded' item sold by Seller A [REDACTED] along with the prize of pocket tissues with the seller's name printed on the packaging (Claimant's Exhibit 209). For this item, Amazon provides a subscription service. Displaying the text 'over 1000 bought last month' assures consumers that this is a popular purchase (ASIN : [REDACTED]) [Reference Material 15].

[Reference Material 15]

https://www.amazon.co.jp/スコッティ-ティッシュ-5箱パック-SCOTTIE-オリジナルティッシュ付/dp/B0CHSDW695/ref=s... 50%

スコッティ ティッシュ (400枚(200組) * 5箱パック * 2セット) ホワイト パッケージ ボックス ティッシュ SCOTTIE シンプル ストラップ オリジナルティッシュ付 までめ買い

ブランド: ノーブランド品

¥2,870 税込 (¥287 / 箱)

Amazon Mastercard (年会費・入会費 永年無料)は、Amazonでのお買い物でいつでも+2.0%ポイント(プライム会員 限定)！入金ポイントを見るにはログインしてください。詳しく見る

ブランド: ノーブランド品
特徴: 無香
紙タイプ: 全紙
商品の箱数: 10
シート数: 400
色: ホワイト
材質: パルプ材

この商品について

- 1箱に400枚(200組)入った、たっぷり使えるポリリウムパック。
- やわらかく、すべすべした肌触りを実現
- 200組の枚数はそのままボックスサイズを10mm低くしたコンパクトボディに設計。
- スタイリッシュでシンプルなストライプ柄のデザイン。
- オリジナルティッシュ付

もっと見る

この商品に関する情報を検索する
すぐに届く新ブランドの売れ筋アイテム:
Edifierのワイヤレスヘッドホンやこもこも商店のオーガニック味噌など。
そのほかクーポン商品なども幅広くお取り扱いしていますので、ぜひご利用ください。
今すぐチェック

通常の注文
¥2,870 税込 (¥287 / 箱)

無料配送 5月30日 木曜日にお届け (初回注文特典)
詳細を見る

または 最速で届く 5月30日 木曜日 8:00 - 12:00の間に届く (17 時間 27 分以内にご注文文の場合)
詳細を見る

お支払い方法: 602-8051 お届け先の住所
在庫あり。在庫状況について

数量: 1

カートに入れる

今すぐ買う

出品者: Amazon

支払い方法: 詳細を確認してください

詳細はこちら

☐ ギフットの設定

Subscribe & Save

定期おトク便:
おトク (10%)
¥2,726 税込 (¥273 / 箱)

無料配送 5月30日 木曜日にお届け (初回注文特典)
詳細を見る Amazon

リストに追加

Idonco(イデオコ) ハーフティッシュケース ホワイト Torii half トリル...

21:49 2024/05/28

[Reference Material 15 – Enlarged]



画像にマウスを合わせると拡大されます

スコッティ ティッシュ (400枚(200組) * 5箱/パック * 2セット) ホワイト/パッケージ ボックス ティッシュ SCOTTIE シンプル ストライプ オリジナルティッシュ付 まとめ買い

ブランド: ノーブランド品 Brand: non-branded

2.8 星 4,452 件の評価
過去1か月で1,000点以上購入されました

¥2,870 税込 (¥287 / 個)

Amazon Mastercard (年会費・入会費 永年無料)は、Amazonでのお買い物でいつでも+2.0%ポイント (プライム会員 限定)！入会ポイントを見るにはログインしてください。詳しく見る

Amazonによる 安心・安全へのお客情報保護の保証

ブランド	ノーブランド品
特徴	無香
肌タイプ	全肌
商品の個数	10
シート数	400
色	ホワイト
材質	パルプ材

▼ 表示を増やす

この商品について

- 1箱に400枚 (200組) 入った、たっぷり使えるポリウムパック。
- やわらかく、すべすべした肌触りを実現
- 200組の枚数はそのままボックスサイズを10mm低くしたコンパクトボディ設計。
- スタイリッシュでシンプルなストライプ柄のデザイン。
- [redacted] オリジナルティッシュ付き

もっと見る

商品の注文

¥2,870 税込 (¥287 / 個)

無料配送 5月30日 木曜日にお届け (初回注文特典)

または 最も早い配送 5月30日 木曜日, 8:00 - 12:00の間にお届け (17 時間 27 分以内にご注文の場合)

お届け先: 東京都 602-8051 八潮 (住所の変更)

在庫あり。在庫状況について

数量: 1

カートに入れる

今すぐ買う

出荷元: Amazon

販売元: [redacted]

支払い方法: お客様のアカウントを確認してください

詳細はこちら

☐ ギフトの設定

定期おトク便: Subscribe & Save

5% 10%

¥2,726 Save 税込 (¥273 / 個)

今なら5%OFF、定期おトク便配送で最大10%OFFになります。

- 追加料金は不要です
- いつでもキャンセルできます

詳細はこちら

無料配送 5月30日 木曜日にお届け (初回注文特典)

詳細を見る

または 最も早い配送 5月30日 木曜日, 8:00 - 12:00の間にお届け (17 時間 49 分以内にご注文の場合)

詳細を見る

在庫あり。

数量: 1

配送頻度:

1か月 (おすすめ)

申し込む

この商品は [redacted] が販売し、Amazon.co.jpが定期的に発送します

(2) In Amazon.co.jp, ‘Bundle’ guidelines exist. Therefore, the item might be considered a ‘bundle’. However, the rules regulate this as follows: ‘Bundles must consist of items that are highly complementary. This means items in the bundle enable or enhance the use of other items in the bundle or provide convenience to the buyer by purchasing them together.’ The rules also state that: ‘Bundles consist of multiple single items that can each be identified by a unique ASIN/UPC and are sold together as a single offering.’ Satisfying those rules allows a seller to list the item as a ‘bundle’ with the title ‘Brand: non-branded’; however, no item was displayed when the Claimant searched for Seller A [REDACTED]’s pocket tissue.

(3) The trademark ‘Scottie’, and its equivalent in the Japanese language, have both been registered by Kimberly-Clark; thus, Nippon Paper Crecia Co., Ltd. can be considered to have been given the licence to sell under ‘Scottie’. Amazon assists Seller A [REDACTED] in selling ‘Scottie’ as ‘Brand: non-branded’⁹ by offering ‘Subscribe & Save’ to

⁹ When sellers list an item which does obviously not belong to any brand, they leave the brand name box blank by ticking, ‘There is no brand name on the item.’ The item will then be displayed as ‘non-branded’ or as a ‘non-branded item’, as follows

consumers. This means Amazon is certain that the item in question is ‘non-branded’, even though the trademark is owned by someone else.

(4) According to the Claimant’s investigation, the same set of 5 boxes of tissue papers is being sold for 439 yen (and 878 yen for two bundles) with free shipping at yodobashi.com, Amazon’s competitor in Japan.¹⁰ Therefore, paying 2780 yen to receive a pack of Seller A [REDACTED]’s pocket tissue prize for two bundles is 3 times more expensive than buying two bundles from yodobashi.com.

(5) The product ratings of the customer reviews, which Amazon claims consumers who possess sound common sense will check without fail, for the 2 bundles of Scottie Tissues sold by Seller A [REDACTED] is 2.8/5, whereas the same bundle without the pocket tissue sold by yodobashi.com is rated 4.42/5. The item in question (Seller A [REDACTED]’s item) has a very low level of customer satisfaction. Although an item sold along with the prize of pocket tissues or handwipes meets neither the ‘Quality Price’ nor ‘Seller who offers

(Defendant’s Brief 5, p. 8).

¹⁰ yodobashi.com (<https://www.yodobashi.com/product/100000001002905682/>). Last visited on 25 May 2024)

good customer service’ criteria, which the ‘Featured Offer’ or ‘Buy Box’ explain are necessary to be chosen by Amazon [Reference Material 8], it is displayed on top of the search results with a ‘Buy Box’ provided.

In a 2018 Lawsuit Against the Japanese Government, the Tokyo District Court stated the following in making its verdict: ‘It should be said that there is no proof or specified fact to support Amazon’s claim that ordinary consumers obtain a range of information from various sources as a reference for making a decision.’¹¹ It added: ‘A real human being makes a decision with limited information at that time whilst falling into a trap of wrong information in some cases. As long as there is a limit to the ability to discern for human beings, ordinary consumers, which the Act against Unjustifiable Premiums and Misleading Representations was made to protect, have to be assumed to exist in reality. However, ordinary consumers, which the Act envisaged should be defined as those who possess common sense, tend to make a quick decision by roughly looking through the

¹¹ See footnote 7, p. 41

advertisement or display without carefully taking each word into consideration'.¹²

In fact, a large number of consumers left reviews such as 'bought without checking the reviews', 'got ripped off', and 'a scam' for the item in question. In addition, many other reviewers made comments such as, 'I believed it was completely safe to buy as it was on the top of Amazon's search results, but it wasn't' and 'Why does Amazon permit such a ridiculously expensive item for a sponsored ad?' Other consumers supported these comments by pressing the 'Helpful' buttons for the reviews of those who were scammed [Reference Material 16].

[Reference Material 16]

■■■■■■ ■■■■■■
☆☆☆☆☆ 高すぎます。
2024年5月3日に日本でレビュー済み
Amazonで購入
定期おとく便にできるからと、amazonが介入しているから大丈夫そうも安心して定期便にしてたので危なかったです。注意してください。
1回目で気付きましたが1個いくら、袋の中の1箱の値段でした。高すぎます。
定期便でもこんな商品が混ざっているんですね。勉強になりました。
6人のお客様がこれが役に立ったと考えています

Underlined in red:

I chose the 'Subscribe & Save' for the item, as I thought that it would have been offered at a reasonable price and delivered regularly by Amazon and that it would have been a safe option as Amazon was involved.

Too expensive.

6 people found this helpful

¹² Ibid, p. 42



Amazon カスタマー

★★★★☆ 高すぎる

2024年4月24日に日本でレビュー済み

Amazonで購入

レビューも見ず勘違いで購入しました
高い授業料払いました

3人のお客様がこれが役に立ったと考えています

Underlined in red:

Mistakenly purchased without having seen the customer reviews. Learnt an expensive lesson.

3 people found this helpful



Amazon カスタマー

★★★★☆ 個数に注意

2024年4月21日に日本でレビュー済み

Amazonで購入

内容をよく見なかった自分が悪いが、2セットでこの価格はあまりにも高すぎる。
要注意です。返品するにも、お金がかかるので、諦めるしかありません
今回は勉強料と思って諦めます

9人のお客様がこれが役に立ったと考えています

Underlined in red:

It would be my fault that I didn't check the item in the detail, but the price for this set of two is too expensive. Be careful. I have no choice but to give up as it costs money to return. I will give up returning as an expensive lesson has been learnt this time.

9 people found this helpful



★★★★☆ 高すぎる

2024年3月23日に日本でレビュー済み

Amazonで購入

よく見なかった私も悪いけど、値段的に5個セットかと思った。まさかの2個セット。送料負担して買い直した方が安いので返品します。
追記、返品したら返金されたのは900円。

ダンボールを開けたから開封済みとしてこの値段になったのかなど。

カスタマーセンターに問い合わせ、ダンボールは開けたけど商品は開けてないと説明し、ちゃんとした金額を返金してくれました。

22人のお客様がこれが役に立ったと考えています

Underlined in red:

Didn't check in detail. Misunderstood as 5 sets for the price displayed, but it was just for 2 sets. Only refunded 900 yen when returned.

22 people found this helpful



★★★★☆ ショックです

2024年3月21日に日本でレビュー済み

Amazonで購入

ちゃんと確認しなかった自分が悪いけど、ショック過ぎて。

10人のお客様がこれが役に立ったと考えています

Underlined in red:

My fault that I didn't check, but I'm lost for words.

10 people found this helpful



★★★★☆ 高すぎる

2024年3月8日に日本でレビュー済み

Amazonで購入

よく確認しなかったから仕方ないが

高すぎる。

面倒なので返品はしませんが二度とこの店からは買いません。

14人のお客様がこれが役に立ったと考えています

Underlined in red:

Didn't check well, which was my fault, but too expensive.

14 people found this helpful



☆☆☆☆☆ 騙されました

2024年3月15日に日本でレビュー済み

Amazonで購入

よく見なかった私も悪いのですが値段から五箱来ると言うじゃないですか…騙されました 2度と買いません

13人のお客様がこれが役に立ったと考えています

Underlined in red:

It is my fault that I didn't look thoroughly, but one might imagine 5 sets would be delivered (instead of 1 set of 5 boxes) arriving at the price displayed...I was tricked.

13 people found this helpful



☆☆☆☆☆ おなじ商品が三分の一以下の価格でAmazonで販売している

2024年2月20日に日本でレビュー済み

Amazonで購入

10箱という数量で買ったが、日本製紙クレシア スコッティ (SCOTTIE) ティッシュペーパー 200組5箱×12パック(60箱)が4,680円で販売されていてその単価と同様と解釈した。にもかかわらず10パックの方は60パックの単価より三倍以上の価格となっていた。同じスコッティでどうして三倍以上の価格を付けて平然と売ってられるのか？

15人のお客様がこれが役に立ったと考えています

Underlined in red:

How come one can sell the Scottie at 3 times more than the price listed by another seller without feeling any guilt?

15 people found this helpful



☆☆☆☆☆ 1パックのお値段が1400円弱って？

2024年2月16日に日本でレビュー済み

Amazonで購入

個数を確認しないで購入してしまいましたが
届いて愕然としました。

5個パック2個でこの値段はどうゆうことでしょうか？返品を考えています

16人のお客様がこれが役に立ったと考えています

Underlined in red:

Purchased without having checked the number of boxes of tissues. Astounded when arrived.

16 people found this helpful



★★★★☆ 二度と買わない

2023年9月26日に日本でレビュー済み

Amazonで購入

体調不良のためアマゾンを使って日用品を購入しました。

体調が悪かったとは言え、個数をよく確認できていなかった私のミスですがこの個数にこの値段はありえないと思いました。

二度と買いません。

72人のお客様がこれが役に立ったと考えています

Underlined in red:

I bought daily necessities using Amazon due to my ill health.

Although it was my fault that I didn't check how many boxes of tissues there were due to ill health, the price for the number of boxes of tissues was inconceivable.

72 people found this helpful



Amazon カスタマー

★★★★☆ 気を付けて

2024年4月23日に日本でレビュー済み

やられた、、、私も5箱2セット2730円で買ってしまいました、、、AMAZONの一番上にあったから安心しきっていた。

1人のお客様がこれが役に立ったと考えています

Underlined in red:

I believed it was completely safe to buy as it was on the top of Amazon's search results, but it wasn't.

1 people found this helpful



★★★★★ 商品はいいが値段設定が高すぎる

2023年10月15日に日本でレビュー済み

値段設定がえぐいので要注意

なぜこんな値段設定のものをamazonはスポンサー登録を許すのだろう…

40人のお客様がこれが役に立ったと考えています

Underlined in red:

Why does Amazon permit such a ridiculously expensive item for a sponsored ad?

40 people found this helpful



★★★★★ 詐欺商品 ズットイに買ってはダメ

2024年3月29日に日本でレビュー済み

ウェルシアとかでも5パック1セット高くて500円だとしても。

2パックで1000円でおつりがくる。

2700円とか値付けがおかしい。

1人のお客様がこれが役に立ったと考えています

Underlined in red:

Scam product – Never buy this

1 people found this helpful



★★★★★ ほぼ詐欺

2023年9月30日に日本でレビュー済み

酷い

34人のお客様がこれが役に立ったと考えています

Underlined in red:

Almost a scam

34 people found this helpful

There is also a review stating that it was ‘more or less a scam’ that was posted on or prior to 30 September 2023. Amazon displays ‘Subscribe & Save’, where they use their own judgement in choosing whether to provide a regular delivery service for the item. The Consumer Affairs Agency pointed out that Amazon becomes the main subject in this type of sale.¹³

In the customer review of the item in question posted on 3 May 2024, the customer recognized Amazon as the main subject by saying, ‘Applying this to Amazon’s definition of non-branded items¹⁴, Seller A [REDACTED]’s Scottie tissue bulk buy should have been listed as a brand item. However, Amazon not only allowed Seller A [REDACTED] to list the item as ‘Brand: non-branded’ but also gave them the

¹³ See footnote 7: ‘In general, if sellers sell their own proposals, they should become the main subject of the displays. However, in this case, “This item is sold and shipped by Amazon.co.jp” was written underneath each price; hence, Amazon is the subject in this case. Therefore, regarding the displays for each price, it can be said that Amazon as a retailer (seller) displayed the transaction condition to ordinary consumers themselves and presented it as its own proposal’ (p. 10).

¹⁴ ‘However, the products which are expected to be registered as non-branded are limited to products or groups of products which cannot be compared with other products or other groups of products; for instance, no brand name and logo attached, no distinctive design or shape or colour, etc., as shown above. Products other than that should all be registered as brand products’ (Defendant’s Brief (5), p. 9).

exclusive right to sell this item with their own pocket tissue as a prize.

Amazon misled consumers who considered buying the item into believing that the item was significantly superior to the original item, which it was not, and thereby was likely to influence customers unjustly and to impede ordinary consumers' voluntary and rational choice-making. These actions fall under the category of misleading advantage (Article 4 (1)(ii) of Act against Unjustifiable Premiums and Misleading Representations). Moreover, although Amazon overtly claimed in the 2018 Lawsuit Against the Japanese Government that consumers will check customer reviews without fail whenever they make a purchase on their website,¹⁵ they are inflicting

¹⁵ See footnote 7:

‘(u) Amazon claims there is a customer review pointing out that the retail price of item 4 is 3300 yen (3564 yen after adding the amount equivalent to the consumption tax). Therefore, Amazon insists that customers who view the product detail page would have been assured that the ‘Reference Price’ of exhibit 2 in this case was mistakenly displayed after having looked at the customer review. However, the customer review which Amazon claims was made was posted by an anonymous consumer on a voluntary basis. Therefore, it cannot be claimed that ordinary consumers were certain to believe the customer review as a part of the condition of transaction attached to item 4. In addition, the customer review to which Amazon refers is one of many customer reviews displayed. Thus, Amazon cannot assert that rather than recognising what was displayed in the detail page relating to item 4, whenever ordinary consumers purchase this item, they will check the customer review

further damage on consumers by offering 'Subscribe & Save' for the item, which many customer reviews have described as a scam.

- (6) The item in question (Seller A [REDACTED]'s item) was displayed on top of the search results with a 'Buy Box' provided. Amazon also offers 'Subscribe & Save' for the item, although the price is, in fact, not cheap at all. Amazon claims that sellers must maintain a high level of customer satisfaction to win a display with a 'Buy Box' provided.¹⁶

This seller has been displayed as having a '4.9/5 star rating' and '100% positive feedback in the last 12 months' [Reference Material 17]. However, this was because Amazon removed all the '1 star' ratings, leaving only a review which stated: 'Message from Amazon: This item was fulfilled by Amazon, and we take responsibility for this fulfilment experience.' Therefore, reviews left as '1 star' cannot be displayed unless consumers make the effort to click on and open the 0% of the '1

in question without fail and believe the content, as the review was voluntarily posted by an anonymous user and thus does not guarantee the authenticity of the claim' (pp. 38-39).

¹⁶ In the performance metrics determining which sellers are eligible to win a 'Buy Box', Amazon prioritises those who maintain a high level of customer satisfaction (Defendant Exhibit 1, p. 2).

star' bar. One of these '1 star' reviews states: 'It was a scam. (...) Amazon should check third party sellers. It is irresponsible. Not the first time experiencing a scam.' This is a typical example of a scam for customers who made the purchase believing that Amazon recommends it as a 'Featured Item' because it displayed the item on top of the search results with a 'Buy Box' provided [Reference Material 18].

[Reference Material 17]

スクリーンショット: Amazon.co.jpの製品ページ (https://www.amazon.co.jp/sp?ie=UTF8&seller=A1FD7NOXYLE&asin=B0CHSDW695&ref_=dp_merchant_)。製品は「スコッティ ディッシュ (400枚(2...))」で、価格が¥2870.00 (¥287.00 / 個) である。ページには「100% Positive in the last 12 months」という表示がある。レビューセクションには、4.9の平均評価と176件のレビューが示されている。レビューの分布は以下の通りである:

星の数	割合
5つ星	86%
4つ星	14%
3つ星	0%
2つ星	0%
1つ星	0%

レビューの例:

- ★☆☆☆☆ "商品が届きません。" (評価者: [REDACTED], 日付: 2024/05/03)
- ★☆☆☆☆ "個数、価格を勘違いさせるような記入" (評価者: Amazon カスタマー, 日付: 2024/04/21)
- ★☆☆☆☆ "ぼったくり—— こんな値段で定期購入だとは... AMAZONおかしいんじゃないの?? " (評価者: [REDACTED], 日付: 2024/03/22)
- ★☆☆☆☆ "近所のスーパーで買った方がよいと思います" (評価者: Amazon Customer, 日付: 2024/03/17)
- ★☆☆☆☆ "金だけ引かれて物が届かない! 【配送予定日は2024/02/23に予定されていました】の記載が注文項目に表示され、一方的にキャンセルをされた挙げ句に返金無し! 詐欺業者です。" (評価者: [REDACTED], 日付: 2024/03/02)

[Reference Material 18]

- ★☆☆☆☆ "商品が届きません。"
- 評価者: [REDACTED]、日付: 2024/05/03
- Amazonからのメッセージ: この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。
- ★☆☆☆☆ "個数、価格を勘違いさせるような記入"
- 評価者: Amazon カスタマー、日付: 2024/04/21
- Amazonからのメッセージ: この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。
- ★☆☆☆☆ "ぼったくり—— こんな値段で定期購入だとは... AMAZONおかしいんじゃないの?? "
- 評価者: [REDACTED]、日付: 2024/03/22
- Amazonからのメッセージ: この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。
- ★☆☆☆☆ "近所のスーパーで買った方がよいと思います"
- 評価者: Amazon Customer、日付: 2024/03/17
- Amazonからのメッセージ: この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。
- ★☆☆☆☆ "金だけ引かれて物が届かない! 【配送予定日は2024/02/23に予定されていました】の記載が注文項目に表示され、一方的にキャンセルをされた挙げ句に返金無し! 詐欺業者です。"
- 評価者: [REDACTED]、日付: 2024/03/02
- Amazonからのメッセージ: この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。

- ★☆☆☆☆ “金だけひかれて物が届かない”
 評価者：■■■■■、日付：2024/02/26
Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。
- ★☆☆☆☆ “袋が2.5cmほど破れて中身が見える状態だった。食べ物の袋が破れているのは問題すぎる。また手順通りに進めると”返品手続きセンターでは対応不可能”と表示されてしまい大変不便。”
 評価者：■■■■■、日付：2024/02/25
Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。
- ★☆☆☆☆ “最悪な業者です。これを2セットで3680円だったものが、何故か1セットで3,680円になっています。詐欺ですね、アザンさんこのようなトイレとペーパーを通常の3倍以上でうりつける更に注文をいじり詐欺まがいな業者を置かないでくださいこちらは、相当高い買い物になりました。注文時確実に2セットになっていました。だから1 3,680円です。なのに個数を意図的に減らし金額だけそのままって、アザンさんちゃんと業者調べてください。無責任です。以前にも同様な事ありました 4セット注文し、支払いは4セット、なのに1セットしか届かない。もしかししたら同じ業者かもしれません”
 もっと少なく読む
 評価者：■■■■■、日付：2024/01/03
Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。
- ★☆☆☆☆ “配送業者が荷物を紛失し、拾得物として警察署から連絡が配送業者にあり約束の期日に届かない遅延行為がありました。商品の為、返品あるいは交換して頂きたいのですが。”
 評価者：■■■■■、日付：2023/12/26
Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。
- ★☆☆☆☆ “商品が届くのが遅い 予定日より遅れるなら連絡するべき 出品者を選ぶことをお勧めします”
 評価者：■■■■■、日付：2023/10/26
Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。
- ★☆☆☆☆ “ヤシノミプレミアムパワーを注文したのに普通のヤシノミ洗剤が届きました！ 返品交換の手続きもスムーズに出来ません。酷すぎると思います。”
 評価者：■■■■■、日付：2023/08/06
Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。
- ★☆☆☆☆ “到着遅れ等の連絡は無く、酷い対応でした。”
 評価者：Amazon カスタマー、日付：2023/08/04
Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。
- ★☆☆☆☆ “こちらでドッグフードを購入しました。いつもと同じ種類のドッグフードなのですが与えたところ下痢しました。暑い日が続いていたので品質管理不足か、配送業者の管理の問題なのではないかと思います。2度と買いません。”
 評価者：Amazon カスタマー、日付：2023/07/19
Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。

Furthermore, another review stated that the ‘Return or exchange cannot be done smoothly’. The damage caused by the ‘Subscribe & Save’ service provided by Amazon affects not only consumers but also

third party sellers using the service. For instance, a seller on the Seller Forum who was selling their FBA items as ‘Subscribe & Save’ claimed: ‘A customer who had purchased our item with “Subscribe & Save” returned our item more than 5 times in a row with the same reason; namely, that the “Subscribe & Save item is delivered once every 4 months although I had cancelled”’. Cancellation of the ‘Subscribe & Save’ can only be done by customers. However, one seller claimed that they had to ask a customer to cancel more than 10 times. Although these sellers can persuade their customers to cancel, the cancellation can only be processed via a laptop computer. Amazon operates a system which makes cancellations harder and more troublesome and is only beneficial to itself as it profits from selling fees (Claimant’s Exhibit 211).

The Claimant purchases household goods mainly on Bic Camera when she needs to obtain items on the internet. When a problem arose on the site, the Claimant could easily have solved it by calling the company, but did not. Instead, Bic Camera went the extra mile by contacting the manufacturer who then responded with a proper answer, which the

Claimant described as a very polite response made in a respectable manner. By contrast, when it came to Amazon, a customer could not find details on how to contact customer service and had to ask the third party seller as a last resort (Claimant's Exhibit 168). The Claimant points out that it is not easy for elderly consumers to cancel the 'Subscribe & Save' for Seller A [REDACTED]'s item, which many consumers claim is a scam.

- (7) The second offer presented in the search results for 'Scottie tissue paper' displayed once again a 'Brand: non-branded' item sold by Seller A [REDACTED] along with the prize of pocket tissues with the seller's name printed on the packaging. The Claimant entered 'Scottie tissue' in the search bar with the intention of finding the 'Scottie' brand tissue, which is the product of Nippon Paper Crecia Co., Ltd. However, the result displayed second was actually 'Kleenex', a completely different brand, accompanied by the text 'over 900 bought last month' (ASIN: [REDACTED]) [Reference Material 19].

[Reference Material 19]



This is problematic as consumers searching for ‘Scottie tissue paper’ are looking for the ‘Scottie’ brand, which has nothing to do with the ‘Kleenex’ brand.


On 26 September 2023, The Federal Trade Commission (FTC) and 17 state attorneys general sued Amazon.com. Mr. Noboru Matsuzawa at the Insurance Research Department of the NLI Research Institute explained the lawsuit in detail in Japanese and published a report titled ‘Research Institute Report: Competition Lawsuit Against Amazon’ on

the Institute's website (Claimant's Exhibit 212). In this report, he revealed that the FTC believes Amazon wishes to make more profits with pay-per-click advertisements as these are enormously lucrative. Thus, Amazon displays product listings interspersed with irrelevant advertisements over more relevant results, making it hard for consumers to find lower prices and instead steering them towards higher prices.¹⁷ The same practice was taking place on amazon.co.jp. Firstly, the Kleenex tissues sold by A [REDACTED] with their prize of pocket tissue listed at a price of 2960 yen is not 'value for money'. Amazon is complicit in the scam business by proactively dispatching items which are, in fact, not 'value for money' at all, alongside which are displayed the text 'Save more money with Subscribe & Save.' [Reference Material 20]. The offer of 5% OFF with 'Subscribe & Save' is explained in hidden text: 'A 5% discount is applicable when you receive more than 3 different 'Subscribe & Save' items at the same address on the same delivery date. You do not receive 5% off the listed price from the next delivery onward when you purchase 'Subscribe &

¹⁷ Claimant's Exhibit 212, p. 11, line1 - p. 12, line2

Save” [Reference Material 21].

[Reference Material 20]



クリネックス ティッシュ (180組*5箱パック*2個セット) KLEENEX 箱 ティッシューパー ティッシュー オリジナルティッシュ付き

★★★★☆ ~ 12
過去1か月で900点以上購入されました

¥2,960 (¥1,480/セット)

定期おトク便でもっとおトくに **save more money with Subscribe & Save**

2024/5/30木曜日までにお届け
通常配送料無料

[Reference Material 21]

通常ご注文

¥2,960 税込 (¥1,480 / セット)

無料配送 5月30日 木曜日にお届け

定期おトク便で5%OFF **5% OFF with** **Subscribe & Save**

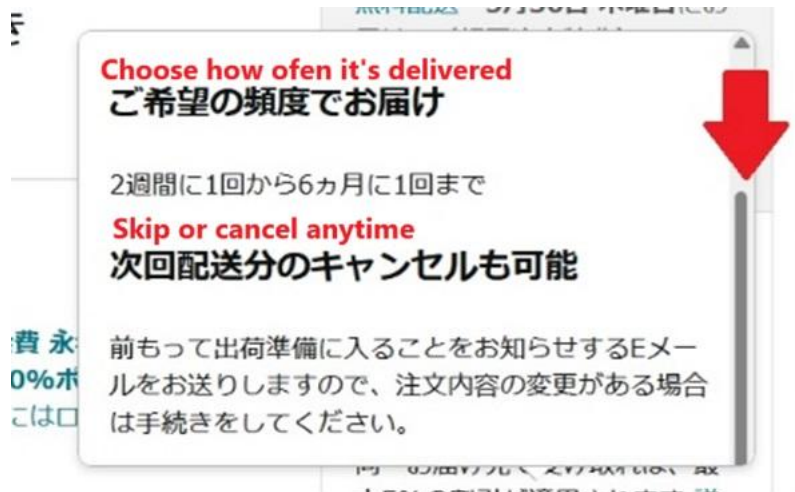
定期おトク便で同一お届け日に3種類以上の商品
を同一お届け先で受け取ることで5%のおまとめ割引
が適用されます。

ご希望の頻度でお届け **Choose how often it's delivered**

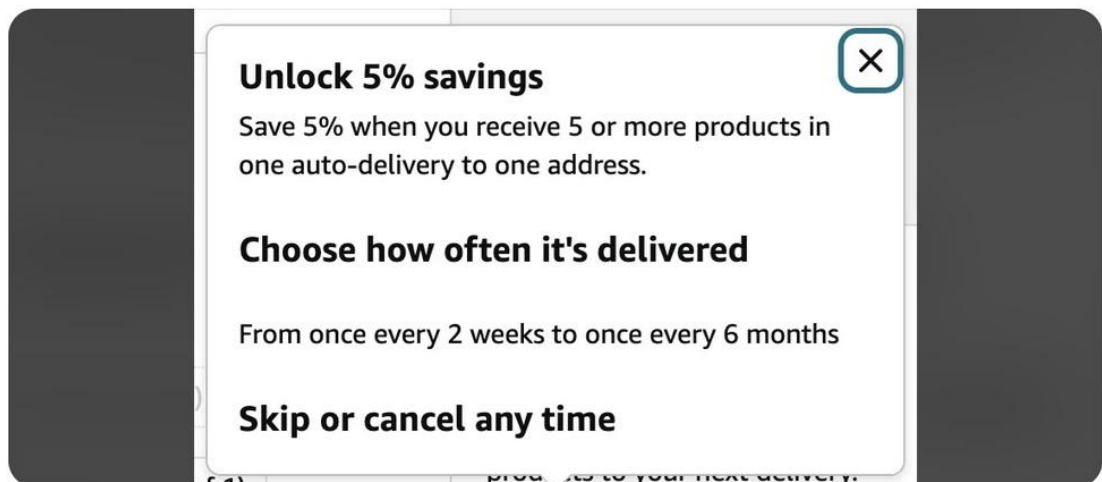
2週間に1回から6カ月に1回まで

次回配送分のキャンセルも可能 **Skip or cancel anytime**

[Reference Material 22]



Claimant Note: Display in Amazon.com



Furthermore, Amazon ensures that the price of the ‘Subscribe & Save’ is the price displayed at the time of dispatch. Hence, a consumer raised her concern that ‘the price of Amazon’s ‘Subscribe & Save’ automatically became double the price. Are there any measures that can be taken to deal with the problem?’ (Claimant’s Exhibit 213).

Amazon has allowed customers to purchase a ‘not at all cheap’ priced item using ‘Subscribe & Save’ and made it difficult for them to find ‘Skip or cancel anytime’ – which is important to consumers – by not showing the full text (which is by no means lengthy) and without a side bar visible enough for them to scroll down easily. To boost their own profits, Amazon is inflicting further damage on consumers with malicious intention [Reference Material 22].

The Act on Prohibition of Private Monopolisation and Maintenance of Fair Trade (Anti-Monopoly Law) states that no enterprise which has effected unreasonable restraint of trade or employed unfair trade practices may be exempted from the liability by proving the non-existence of intention or negligence on its part (strict liability – damage

liable whether or not negligent).¹⁸

In this lawsuit, the Claimant alleges that Amazon permits unlawful trade practices if the sellers are Brand Registry Sellers or sellers who make huge profits for them. With regard to the intention or negligence on its part, an enterprise which is in an extremely dominant bargaining position are aware that 1) what they do is unlawful (intention), in the sense that they interpret the work rules in a manner that suits them whilst applying them disadvantageously to their employees, and 2) that they have a duty of care to their employees, but have failed to fulfil this responsibility (negligence). In other words, they are able to use their power or authority for their own benefit. Regarding these aspects, the facts specify the time and place (minutes, official record of proceedings) at which the board members of the enterprise

¹⁸ Japan Fair Trade Commission, Overview of Act on Prohibition of Private Monopolization and Maintenance of Fair Trade (Anti-Monopoly Law), In case of a violation of the Act.

‘3. Victims can demand indemnity for the damage caused by the enterprise having conducted cartels or private monopolisation or unfair trade practices. In this case, no enterprise may be exempted from the liability by proving the non-existence of intention or negligence on its part (strict liability – damage liable whether or not negligent)’.

<https://www.jftc.go.jp/dk/dkgaiyo/gaiyo.html>. Last visited on 9 June 2024

acknowledge that they should unjustly treat other enterprises in a discriminatory manner. This became apparent in the allegation made by the FTC, that Amazon's founder, Jeff Bezos, cares less about the benefits for consumers than he does about the benefits for the company.¹⁹ This is the complete antithesis of the old Japanese business spirit which is known to originate from merchants in the Ohmi region, namely that it is 'beneficial for all three sectors which are manufacturers, sellers and consumers equally', and to this day is still referred to as a management principle in Japan. Moreover, the Claimant noted in the content-certified mail directly addressed to Jasper Cheung, CEO of Amazon Japan, that a Russian seller has been

¹⁹ 'Importantly, Amazon has increased not only the total number of advertisements but also the number of "defect" advertisements shown to shoppers. Defects are advertisements which are either not relevant at all or only tangentially relevant to the users' query. At a key meeting, Mr. Bezos directed his executives to "[a]ccept more defects" as a way to increase the total number of advertisements shown and drive up Amazon's advertising profits. Although Amazon considered placing "guardrails" on advertisements to protect the customer experience, it has consistently rejected such ideas. Maximising advertising profit at all costs "has effectively become 'law' even if it has many flaws", according to one senior Amazon executive' (Claimant's Exhibit 212, p. 12, [Diagram 12]), originally quoted from the FTC's alleged complaint, L5-21. https://www.ftc.gov/system/files/ftc_gov/pdf/1910134amazoncommercecomplaintrevisedredactions.pdf

selling Russian Army equipment on their website (Claimant's Brief 12, p. 9, no. 5). Cheung could have chosen to deal with this immediately, but decided not to and allowed the seller to continue selling as these items cannot be obtained anywhere else and sold extremely well until the Claimant referred to them repeatedly in the Briefs. Given this attitude by Cheung, who leaves no doubt about the matter, this should also be seen as a problem from a money laundering point of view. The Act states that no enterprise may be exempted from the liability by proving the non-existence of intention or negligence on its part; however, in this case the intention is obvious.

Aside from the Claimant, another individual alleged that some sellers are selling laptop computers with unlicensed Microsoft Office installed on them, and that this was known to Jasper Cheung (Claimant's Exhibit 214). However, having recognised unfair practices, Cheung not only permitted the ongoing sale of such items but also commended these fraudulent sellers for selling these products in 2022 and 2023. Thus, the individual concerned notes that Cheung can be described as their accomplice (Claimant's Exhibit 215).

(8) The third offer presented in the search results was even more malicious.

Accompanied by the prize of a vest carrier bag across which the seller's name was printed, this was a 'Brand: non-branded' item produced by N [REDACTED] Co., Ltd that was being sold by Seller 'L [REDACTED]', for 3480 yen. This was four times more expensive than the item at Yodobashi Camera referred to in (4)[Claimant Note: p.41], two bundles of which were being sold for 878 yen. In addition, Amazon displayed the item with a 'Buy Box' provided (ASIN : [REDACTED])[Reference Material 23].

[Reference Material 23]



**Original
vest carrier**

Bag

オリジナルのレジ袋



画像にマウスを合わせると拡大されます

The customer reviews of the item in question gave it a rating of 1.9/5 stars. The reviews simply stated comments such as ‘Scam’, ‘Rip-off’ and ‘Highly inappropriate price setting is a problem’ – many customers indicated that they found these reviews helpful [Reference Material 24]. Amazon claims they give importance to customer reviews (as stated in

the 2018 Lawsuit Against the Japanese Government); however, the Claimant must point out that Amazon is acting with malice by continually deceiving consumers by persistently ignoring customer reviews and taking no action, as the first of those reviews was uploaded on 26 October 2023 [Claimant Note: Claimant's investigation was conducted on 23 May 2024].

[Reference Material 24]

上位レビュー、対象国：日本



☆☆☆☆☆ 理解の仕方の間違いでしたが、がっかりしました。

2024年2月18日に日本でレビュー済み

Amazonで購入

5箱セットが10個来ると思い、間違いはしましたが、5箱×2の10個ということで¥3480と言う金額で、プレゼントとして、スーパーの袋が1枚入っていただけ。

びっくりです。

スーパーや薬局で、5箱¥348くらいで買えるものが10箱¥3480

完璧詐欺のような値段です。びっくりしました。Price is a complete scam.

クレームをつけたとしても、勘違いをしたのはそちらです。と言われそうなので言っても無駄かと思い、言いませんが、こんな不適切な値段設定自体がどうかと思います。Highly inappropriate price setting is a problem.

これからご購入の方！絶対高すぎです。ご注意ください。

34人のお客様がこれが役に立ったと考えています

役に立った

レポート 34 people found this helpful



☆☆☆☆☆ ほったくり Rip-off

2024年3月8日に日本でレビュー済み

Amazonで購入

5パック2で高すぎる

15人のお客様がこれが役に立ったと考えています

役に立った

レポート 15 people found this helpful



★★★★★ まぎらわしい表記

2023年10月26日に日本でレビュー済み

Amazonで購入

5個パックが10個かと思いきや、5個パック2個の10箱で3480円
驚きのだまし手口。 **Shockingly fraudulent trick.**
大変社会勉強になりました。



53 people found this helpful

53人のお客様がこれが役に立ったと考えています

役に立った

レポート



Amazon カスタマー

★★★★★ **ぼったくり詐欺です Rip-off scam.**

2024年5月14日に日本でレビュー済み

完全に騙された **Completely deceived.**

役に立った

レポート



Amazon カスタマー



だまされないで！ Please do not be deceived!

2024年2月10日に日本でレビュー済み

Amazonで購入

Deceptive tactics.

2ケースしか届きません。1ケースが1700円以上します。騙しの手口です。

急いで返品しました。結構手間です。 **Quite troublesome to return.**

25人のお客様がこれが役に立ったと考えています

役に立った

レポート

25 people found this helpful



紛らわしい表示

2024年1月9日に日本でレビュー済み

Amazonで購入

まとめ買いどころか 単に高い商品を買わされただけ。



It was not bulk-buy saving (as Amazon says), which resulted in an expensive product to buy.

26人のお客様がこれが役に立ったと考えています

役に立った

レポート

26 people found this helpful

(9)The fourth offer displayed with a ‘Buy Box’ provided was Seller

k [REDACTED]’s item which came with a packet of own logo wet wipe

(ASIN : [REDACTED]) [Reference Material 25].

This item was being sold for 2780 yen, similar to the price for the same

set being sold by A [REDACTED] (2870 yen), which was referred to in (1)

[Claimant Note: p.37] and described as a scam by consumers. Amazon

not only displayed the item with a ‘Buy Box’ provided but also offered

‘Subscribe and Save’ although the price was, in fact, not cheap at all.

By stating in the title that this is an Amazon.co.jp only item, Amazon

is actively engaging in the scam business.

[Reference Material 25]



[Reference Material 25 Enlarged]

【Amazon.co.jp限定 400枚(200組) ×5箱パック×2個セット】 クレシア スコットティ ティッシュ ホワイト パッケージ ボックス ティッシュ SCOTTIE シンプル ストライプ + オリジナル ロゴ入りeおまけ付

ブランド: **Brand: k**

5.0 ★★★★★ 1個の評価

¥2,780 税込 (¥1,390 / 個)

Amazon Mastercard (年会費・入会費 永年無料)は、Amazonでのお買い物でもいつでも+2.0%ポイント(プライム会員 限定)！入会ポイントを見るにはログインしてください。詳しく見る

Amazonによる 安心・安全へのお客様情報の保護

発送 取り組み 渡

スタイル: 400枚(200組) ×5箱パック×2個セット

400枚(200組) ×5箱パック×2個セット	400枚(200組) ×5箱パック×3個セット
¥2,780 (¥1,390 / 個)	¥3,280 (¥1,093 / 個)

ブランド: **Brand: k**

肌タイプ: 全肌

商品の個数: 1

シート数: 200

ユニット数: 2 個

梱包タイプ: ボックス

この商品について

- 【Amazon.co.jp限定 400枚(200組) ×5箱パック×2個セット】 クレシア スコットティ ティッシュ ホワイト パッケージ ボックス ティッシュ SCOTTIE シンプル ストライプ + オリジナル ロゴ入りeおまけ付
- 1箱に400枚 (200組) 入った、たっぷり使えるポリウムパック。
- やわらかく、すべすべした肌触りを実現。

配送 受取スポット

通常の注文

¥2,780 税込 (¥1,390 / 個)

無料配送 5月22日 水曜日にお届け (初回注文特典) 詳細を見る

または 最も早い配送 5月22日 水曜日, 8:00 - 12:00の間にお届け (15 時間 39 分以内にご注文の場合) 詳細を見る

お届け先: 東京都 602-8051 お届け先の更新

在庫あり。在庫状況について

数量: 1

カートに入れる

今すぐ買う

出荷元: Amazon

販売元: **Brand: k**

★★★★★ (344件の評価)

支払い方法: お客様情報を保護しています

詳細はこちら

☐ ギフトの設定

Subscribe & Save

定期おトク便:

¥2,780 税込 (¥1,390 / 個)

無料配送 5月22日 水曜日にお届け (初回注文特典)

発送元: Amazon

販売者: **Brand: k**

(10) Among other upper ranked search results was a ‘Kleenex’ brand sold by another seller (not the one sold by A referred to in (7) [Claimant Note: p.56]) although the Claimant had entered ‘Scottie tissue paper’ in the search bar. This was the item sold by ‘[Qualified

invoice issuer] N [REDACTED] (Trademark register done)’. The seller sold this item along with a prize of pocket tissues upon which their business name, ‘N [REDACTED]’, was printed. Amazon promoted this seller’s scam business, which involved selling the item at extremely high prices, by providing the ‘Subscribe & Save’ offer to consumers (ASIN: [REDACTED]) [Reference Material 26].

The item emphasised that the listed price was 13% cheaper than the previous price of 3180 yen. However, the latter was much more expensive than the 2960 yen for the item being sold by A [REDACTED], which was referred to in (7) and described as a scam by consumers. The Claimant points out that emphasising the item is a better deal by displaying the previous price, which itself is not cheap, is a misrepresentation which gives consumers a misleading impression.

[Reference Material 26]

https://www.amazon.co.jp/クリネックス-ティッシュ-KLEENEX-ティッシュスーパー-オリジナルティッシュ付き/dp/B0CRQ3QZ46/ 50%

クリネックス ティッシュ (180組*5箱 パック*2個セット) KLEENEX 箱 常備 ティッシュスーパー ティッシュ まとも 買い オリジナルティッシュ付き
ブランド: Generic

-13% ¥2,780 税込 (¥1,390 / セット)
過去最低: ¥3,480

Amazon Mastercard (年会費・入会費 永年無料)は、Amazonでの買い物をいつでも+2.0%のポイント(プライム会員 専用)！入会ポイントを見るにはログインしてください。詳しく見る

Amazonによる安心・安全への対策と情報の保護

ブランド: Generic
特徴: 無香
肌タイプ: 全肌
商品の個数: 2
シート数: 180
折りたたみ: 2枚重ね
材質: ナイロン材
✓ 表示を増やす

この商品について

- クリネックス ティッシュ (180組*5箱/パック*2個セット) KLEENEX 箱 常備 ティッシュスーパー ティッシュ まとも 買い オリジナルティッシュ付き
- なめらかな、やわらかさをアップしました。ふんわり丈夫で上質な使い心地です。
- 品質で安心・安全のクリネックスティッシュです。
- 「らくらくフォルド」 「らくらくクラッシュ」 「らくらくビール」機能で、使い終わった後のゴミの分別も楽々、リサイクルも簡単です。
- オリジナルティッシュ付き

この商品に関する問題を報告する

アマゾンに出品しませんか？
新規出品者様向け特典で最大7875万円還元

通常の注文
¥2,780 税込 (¥1,390 / セット)

無料配送 5月25日 土曜日にお届け (初回注文特典)
詳細を見る

または、最も早いお届け日時指定便 期日 8:00 - 12:00の間に
お届け (11 時間 21 分以内にご注文の場合)
詳細を見る

お届け先: 東京都 602-8051 にお届け先の住所

在庫あり。在庫状況について

数量: 1

カートに入れる
今すぐ買う

配送元: Amazon

支払い方法: 全額決済を希望しています

詳細はこちら

ギフットの設定

定額おトク: 5% (30%)
¥2,641 税込 (¥1,320 / セット)

無料配送 5月25日 土曜日にお届け (初回注文特典)
配送元: Amazon
配送先: [REDACTED]

リストに追加

検索 3:41 2024/05/23

[Reference Material 26 – Enlarged]

クリネックス ティッシュ (180組*5箱
パック*2個セット) KLEENEX 箱 常備
ティッシュペーパー ティッシュ まとめ
買い オリジナルティッシュ付き
ブランド: Generic **Brand: Generic**

-13% ¥2,780 税込 (¥1,390 / セット)
過去価格: ¥3,180

Amazon Mastercard (年会費・入会費 永年無料)は、Amazon
でのお買い物でいつでも+2.0%ポイント (プライム会員 限定) |
入会ポイントを見るにはログインしてください。詳しく見る

Amazonによる 安心・安全へのお客様情報の保
発送 取り組み 蔵

ブランド	Generic
特徴	無香
肌タイプ	全肌
商品の個数	2
シート数	180
ブライ評価	2枚重ね
材質	パルプ材

▼表示を増やす

この商品について

- クリネックス ティッシュ (180組*5箱/パック*2個セット)
KLEENEX 箱 常備 ティッシュペーパー ティッシュ まとめ買い オ
リジナルティッシュ付き
- なめらかさ、やわらかさをアップしました。ふんわり丈夫で上質な
使いごちです。
- 品質で安心・安全のクリネックスティッシュです。
- 「らくらくフォールド」「らくらくクラッシュ」「らくらくピー
ル」機能で、使い終わった箱のゴミの分別も楽々、リサイクルも簡
単です。
- オリジナルティッシュ付き

もっと見る

この商品に関する問題を報告する

通常の注文
¥2,780 税込 (¥1,390 /
セット)

無料配送 5月25日 土曜日にお
届け (初回注文特典)
詳細を見る

または 最も早いお届け日時指定
便 明日 8:00 - 12:00の間に
お届け (11 時間 21 分以内にご
注文の場合)
詳細を見る

お届け先: 東京都 602-8051-お届
け先の更新

在庫あり。在庫状況について

数量: 1

カートに入れる

今すぐ買う

出品元: Amazon
販売元: [Redacted]

支払い方法 お得な決済方法を保証してい
ます

詳細はこちら

☐ ポストの設定

定期おトク便: ☐
5% 10%

¥2,641 税込 (¥1,320 / セッ
ト)

無料配送 5月25日 土曜日にお
届け (初回注文特典)

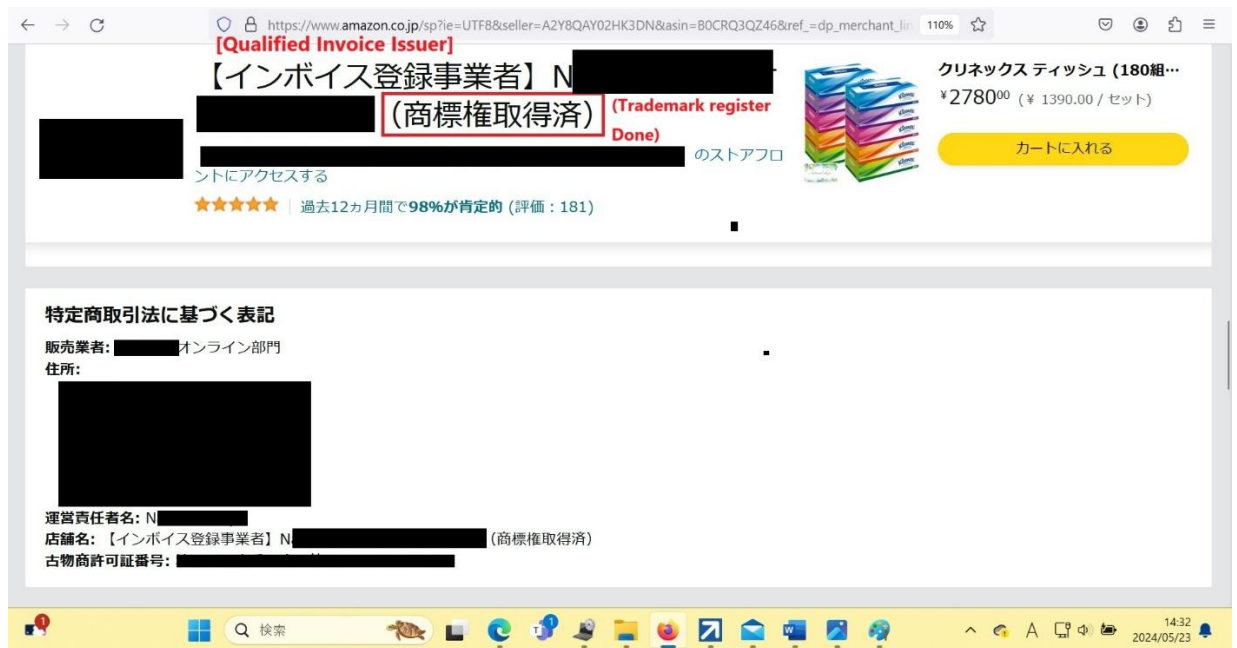
発送元: Amazon
販売元: [Redacted]

Subscribe & Save

The seller in question was selling the ‘Kleenex’ brand as ‘Brand: Generic’; however, ‘Generic’, which owns the ‘Kleenex’ trademark, does not exist on J-PlatPat (Japan Platform for Patent Information). With regard to the trademark owner of ‘Generic’, neither ‘Natural

Shop’, which is the seller’s name, nor ‘B [REDACTED]’, which is the company’s name, exist [Climant Note: the Claimant later found out that ‘Generic’ was used for ‘non-branded’ or ‘unbranded’ items in Amazon.com’][Reference Material 27]. ‘N [REDACTED]’, the name under which the seller sold the pocket tissue as a prize and which is printed on the package, was the trademark registered by N [REDACTED] Co., Ltd. in Class 3 (under which cosmetics and soaps are classified). The seller included the phrase ‘Trademark register done’ in the name of their shop; however, referring to a ‘Trademark’ to assure customers that the seller is trusted, when in actuality they have not registered any trademark, is a violation of the Prohibition of Misleading Representations (Article 5-1).

[Reference Material 27]



Furthermore, this seller was displayed as a trustworthy seller with a high level of consumer satisfaction; receiving a ‘4.8/5 star rating’ and ‘100% positive reviews in the last 12 months’ [Reference Material 28]. However, almost all of the many ‘1 star’ ratings had been deliberately removed by Amazon.

[Reference Material 28]

→ ↻ 🔒 https://www.amazon.co.jp/sp?ie=UTF8&seller=A2Y8QAY02HK3DN&asin=B0CRQ3QZ46&ref_=dp_merchant_link&isAm...

[Qualified Invoice Issuer]
【インボイス登録事業者】 N [redacted]
(商標権取得済)(Trademark register done)

クリネックス ディッシュ (180組...)
¥2780⁰⁰ (¥ 1390.00 / セット)
カートに入れる

過去12ヵ月間で**98%**が肯定的 (評価: 181)
98% Positive in the last 12 months

レビュー
★★★★★ 4.8 合計 5
181 レーティング
12ヵ月 ▼

星	割合
5つ星	83%
4つ星	15%
3つ星	1%
2つ星	0%
1つ星	1%

Amazonでの出品者レビューの仕組みについての詳細はこちら

他の購入者に自分の意見を伝えましょう
出品者に対する評価を投稿する

絞り込み:
星1つの商品のみ ▼
フィルター条件
12ヵ月, 1つ星 フィルターをクリア
2 合計レーティング 2 のフィードバック付き

★★★★★ "2袋注文して、1枚と2枚、2袋とも100枚入ってなかったです。"
評価者: [redacted] 日付: 2024/05/06
Amazonからのメッセージ: この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。

★★★★★ "完送が遅すぎ"
評価者: [redacted] 日付: 2024/04/22

Among other reviews were those which stated, ‘cannot return or exchange’, ‘misleading the consumers on purpose’, and ‘the same price as the toilet tissues sold at the time of the oil crisis’. The reviewer referring to the price of toilet tissues sold during the first oil crisis in 1973 is a consumer from the senior generation (i.e. people aged 65 and over). Therefore, one can argue that many senior generation consumers who are not familiar with the process of leaving reviews might have been scammed by this seller, whose products Amazon chose to list in their ‘Featured Items’ [Reference Material 29].

[Reference Material 29]



"2袋注文して、1枚と2枚。2袋とも100枚入ってなかったです。"

評価者：[REDACTED] 日付：2024/05/06

Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"発送が遅すぎ"

評価者：[REDACTED] 日付：2024/04/22

Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"定期便で洗濯洗剤を購入していましたが、今回届いた商品が「柔軟剤」でした。返品したくてもAmazon正規ではない為返品できません。どうしたら良いのでしょうか。困っています。"

評価者：[REDACTED] 日付：2024/04/19

Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"発送までされたが、到着しなかった"

評価者：[REDACTED] 日付：2024/03/28

Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"ヤシノミ洗濯洗剤1500ml×2を買ったはずが1380ml×2が届いて微妙に損させられた。微妙で面倒なので返品などは求めないが、これは意図的な詐欺か?"

評価者：カスタマー、日付：2024/03/18

Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"海外の倉庫というのは嘘。ヤフオクで買ったものを送りつけてきます"

評価者：[REDACTED] 日付：2024/03/11

Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"2こセットと間違えて買った。それはこちらの落ち度だが、返品できないのがとても困った。一個の値段としては高すぎる。"

評価者：[REDACTED] 日付：2024/03/04

Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"2個セットのものが1個しか入っておらず、交換や出品者様にWEB上から連絡を取ろうにも手続きがループしてしまっていてできませんでした。電話にてアマゾンカスタマーに連絡しないとどうにもならなかったため、気を付けたほうが良いかもしれません。"

評価者：[REDACTED] 日付：2024/01/12

Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"この度は此方の確認不足にてご迷惑をおかけして、大変申し訳ありませんでした。返品手続きをさせて頂きましたが、返送料以外の「再在庫費用」の説明について事前に確認できず、また内容も納得しがたい部分もございますが入っていたスカスカの状態で封をせず、しっかりとクッション材を入れてお返ししなかったのも事実ですので、このようなご..."

[続きを読む](#)

評価者：[REDACTED] 日付：2024/01/11

Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"他の人のコメントどうり、高い買い物でした。要注意です。"

評価者：Amazon カスタマー、日付：2024/01/06

Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"商品全体に黒い汚れがついていました。子供のクリスマスプレゼントとして注文しましたが、最悪のプレゼントとなってしまいました。返品します。もう2度と、このお店からは買いません。"

評価者：[REDACTED]、日付：2023/12/25

Amazonからのメッセージ：この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"違う商品が届き差し上げると言われたが、年齢的に使うことがない商品だった為に困った。"

評価者：[REDACTED]、日付：2023/12/24



"ソフィ超熟睡ショーツの特に多い夜用を頼みましたが、普通のものが届きました。欲しかったものが届かず...買い直しです。早急に欲しくて注文した当日に届いたので有難い...と思っていましたが、ガッカリです。"

評価者：[REDACTED]、日付：2023/12/09

Amazonからのメッセージ：この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"送料無料で記載がありましたが、注文明細に1000円の送料が請求されていました。問い合わせたところ、1000円の送料は返金可能と言われましたが送料無しの記載なのに送料がかかる理由の説明を求めてもなかなか返信がなかったりと、対応に不信感を抱き勝手ながら注文キャンセルをお願いしました。キャンセル処理もAmazon側からの呼..."

[続きを読む](#)

評価者：Amazon カスタマー、日付：2023/11/10



"余裕を持って指定したが、間に合わなかった。"

評価者：Amazon カスタマー、日付：2023/11/06

Amazonからのメッセージ：この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"おまけが入っていませんでした"

評価者：Amazon カスタマー、日付：2023/10/18

Amazonからのメッセージ：この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"12セットの記載があるが2箱のみ、2箱でこの価格は高すぎる。ちなみに写真に12パックと表示あり、わざと間違えるようにミスリードしている。"

評価者：[REDACTED]、日付：2023/10/11

Amazonからのメッセージ：この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"価格が高すぎる"

評価者：[REDACTED]、日付：2023/09/04

Amazonからのメッセージ：この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"購入商品が、違う商品を送っています。400を購入しているのに、350が届き、返品交換などの対応が、出来ない。"

評価者：[REDACTED]、日付：2023/09/04

Amazonからのメッセージ：この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



"クリネックス システィ 40m ダブル 8ロール → 8個ですよ！これで1980円でした！オイルショック当時のトイレットペーパーの値段やヨロネ禍の初めのころのマスクの値段ですか？って感じです。"

評価者：[REDACTED]、日付：2023/09/03

Amazonからのメッセージ：この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



“5日経っても届かない。お急ぎ便の意味なし。そもそも発送されているのかさえ不明。”

評価者：Amazon カスタマー、日付：2023/08/01

Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



“従来品にティッシュを付加しただけの商品を、従来品の2倍以上の価格で販売。思うに消費者保護法に抵触する案件だと思いますので、然るべき部署に通報しようかと検討しています。出荷元のAmazon様は今回の件に一切関係ありませんが、見ようによっては関与を疑われかねないので、今後はストア展示品については慎重な吟味をお願いしたい次第です。”

もっと少なく読む

評価者：[REDACTED] 日付：2023/07/25

Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



“お届けません”

評価者：[REDACTED]、日付：2023/07/23

Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



“エビオス錠 1200錠 指定医薬部外品 胃腸薬 整腸薬 大容量 おまけ付き を発注しましたが、届いたものは袋入りのエビオス錠 900錠でした。”

評価者：Amazon カスタマー、日付：2023/07/20

Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。



“商品ページは1 2 0 0錠なのに届いたのは9 0 0錠でした。”

評価者：[REDACTED] 日付：2023/07/08

Amazonからのメッセージ： この商品は「フルフィルメント by Amazon」で、当社が出荷に対して責任を負います。

In a 2018 Lawsuit Against the Japanese Government, Amazon claimed that their customer reviews serve to protect consumers²⁰. Nevertheless, Amazon removed the following important customer review at their own behest: ‘A conventional product with pocket tissues is sold at more than double the price of the conventional product. I think this would violate the Consumer Protection Act. Therefore, I consider reporting this to the relevant department.’

²⁰ See footnote 7

Amazon as the shipper will have nothing to do with this case; however, depending on how you look at it, one cannot help but suspect Amazon's involvement. Hence, I would advise people to select items exhibited in the store more carefully from now on.'

As for removing seller feedback, when clicking the 'learn more about how seller feedback works on Amazon' under the star rating bars [Reference Material 28], it clearly states that Amazon removes customer reviews if the fault lies with Amazon, not the seller [Reference Material 30].

[Reference Material 30]

Amazonでの出品者レビューの仕組みについての詳細はこちら

出品者の星の数を含む出品者の評価は、お客様が購入を選択した場合に期待できる注文体験と出品者について、詳しく知るのに役立ちます。全体的な星の数と星ごとの割合を計算するために、Amazonのシステムはさまざまな要因を考慮しています。たとえば、ネガティブな注文体験が、出品者ではなくAmazonの過失である場合、出品者の全体的な星の数の計算から評価を削除し、フィードバックテキストに取り消し線を引いて、次の文を付け加えます。「この商品はAmazonから出荷されたため、この出荷サービスにはAmazonが責任を負います。」取り消し線が引かれたステータスかどうかに関係なく、否定的なレビューをすべて表示するには、星の数のバーをクリックします。

Claimant Note: Display in Amazon.com

Learn more about how seller reviews work on Amazon

Seller feedback, including seller star ratings, helps customers learn more about a seller and the order experience they can expect if they chose to make a purchase. To calculate the overall star rating and percentage breakdown by star, our system considers a variety of factors. For example, if a negative order experience is the fault of Amazon and not the seller, we remove the rating from the seller's overall star rating calculation and strike through the feedback text with the statement ' This item was fulfilled by Amazon, and we take responsibility for this fulfillment experience.' To see all negative reviews, regardless of their strike through status, you may click the star rating bars.

That is to say, as the Claimant pointed out previously in this Brief (p. 35, 4, (2)), Amazon claims that if the comment is true, they will not remove it: ‘We will consider whether to remove the customer review by investigating whether the seller has provided the customer service in the right way. However, it must be said that removing customer reviews is difficult in most cases.’ In the 2018 Lawsuit Against the Japanese Government, Amazon asserted the following, which places considerable importance on customer reviews: ‘When ordinary consumers purchase an item, they will see the customer reviews without fail and assume they are true.’²¹ Nevertheless, Amazon removed comments made by consumers such as ‘Misleading on purpose’, ‘Although the return procedure was completed, the seller’s explanation of the “re-inventory charge”, as well as paying the return postage, could not be found anywhere on their pages which is unacceptable’, ‘I think this would violate the Consumer Protection Act’, and ‘Just as written in another person’s comment, it was an expensive purchase. Be warned.’ The Claimant argues that by removing these

²¹ See footnote 7

reviews (an act which Amazon claims they are responsible for), Amazon deliberately prevented their acts of torts (scams) from being discovered. Consumers spend their valuable time writing reviews with the good intention of preventing others from becoming the second victim. However, if such reviews are continually removed, consumers cannot help but feel betrayed by Amazon, and they would come to the conclusion that there is no point in leaving negative reviews if they are simply going to be removed. This could result in more consumers purchasing expensive items and becoming the victims of a scam.

- (11) The reason why Amazon is actively suppressing valid customer reviews voicing complaints against a seller '[Qualified invoice issuer] N [REDACTED] (Trademark register done)' almost every week is that it is conspiring with malicious sellers who sell their expensive items using sponsored advertising, which clearly benefits Amazon. Amazon ensures such sellers will not be excluded from the Buy Box selection by keeping their seller reviews high at all times. The fact that seller reviews will affect the Buy Box selection, directly impacting sales, was explained by a seller in detail on the Seller Forum

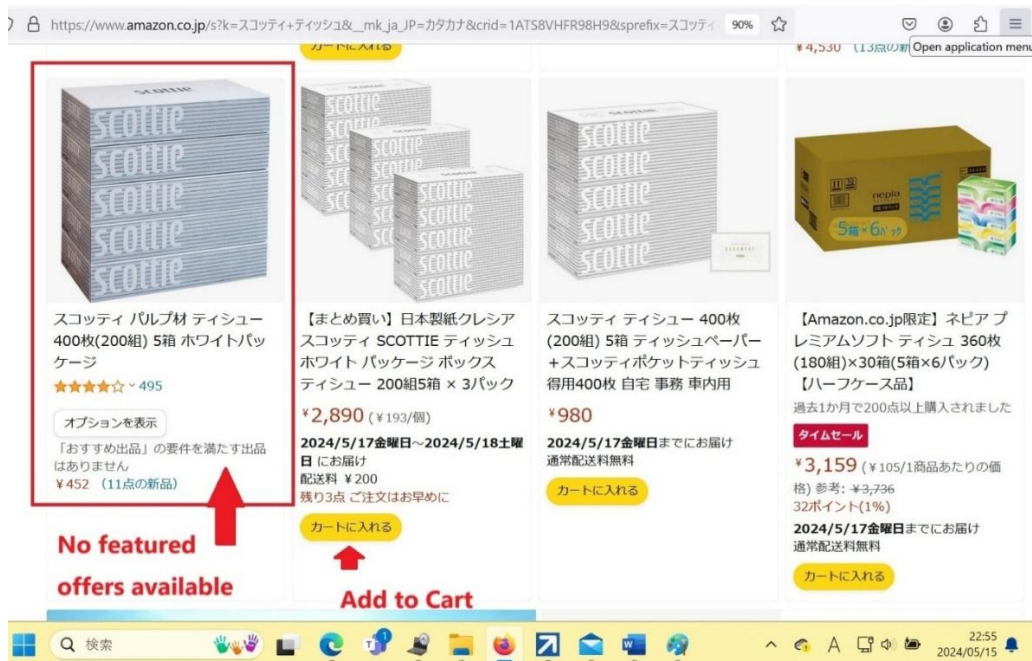
on 24 May 2024. Indeed, Amazon acknowledged this and replied, ‘Sorry for the trouble you have had in qualifying for selection as a Buy Box winner; unfortunately, you will now have to wait until the seller rating recovers. I hope you will understand’ (Claimant’s Exhibit 216).

In conclusion, Amazon is conspiring with these malicious sellers for their own benefit and is influencing consumers to choose expensive items by displaying them in a conspicuous place. Amazon then deliberately manages the purchase flow by providing the ‘Buy Box’, which benefits them in multiple ways.

(12) The truth is that to find the cheapest priced item possible when searching for ‘Scottie tissue paper’, you have to scroll down to the 56th search result, which is exactly what the US consumers alleged in their lawsuits (Claimant’s Exhibit 209). According to the Claimant’s investigation, the cheapest item (5 packs of Scottie tissue paper) was being sold for the price of 452 yen by 11 sellers. Yet, as mentioned in 4) of this Brief (p. 15), Amazon displayed the cheapest item as having ‘No featured offers available’. Instead, immediately next to the cheapest item, Amazon displays the item being sold at a price of 2890

yen for 3 sets (which is dispatched from their warehouse) or, next to the 3-set item, the item being sold at a price of 980 yen along with a pack of pocket tissues, with the ‘Buy Box’ provided for one-click shopping. Thus, the cheapest item, against which the prices of many sellers are competing, seems at first glance to be unavailable for purchase. Although the 11 sellers would have paid Professional Seller fees in the expectation that their items would be chosen as the Buy Box winner for this catalogue, none of them met all of Amazon’s expectations; hence, their items could not be displayed to consumers (ASIN: [REDACTED]) [Reference Material 31].

[Reference Material 31]



Consumers are price-sensitive; therefore, 495 reviews were posted for the cheapest item which was displayed as having a high rating of 4.2/5 stars. Despite this, Amazon displayed the item as having as ‘No featured offers available’. This means that although the 11 sellers would have paid the Professional Seller fees in the expectation that their items would be chosen as the Buy Box winner for this catalogue, none of them met all of Amazon’s expectations; hence, their items could not be displayed to consumers [Reference Material 32].

[Reference Material 32]



The list of items being sold by sellers could only be displayed after clicking ‘See All Buying Options’ [Reference Material 33].

[Reference Material 33]



(13) Moreover, Amazon claims that ‘Customers, in most cases, search for their items, regardless of the trademark, from the name being written or the logo displayed on the packaging they are looking for. As explained above, by setting a brand name by default, customers can easily search for brand items or compare items under the same brand name. Thus, the usability of our store will be maintained and secured’ (Defendant’s Brief (5), p. 9). However, when the Claimant searched for ‘Brand: Scottie’, as shown in Reference Material 32, the brands registered as ‘k [REDACTED]’, ‘non-branded’ and ‘Generic’, which were

sold with a pocket tissue, vest carrier bag, and single hand wipe, respectively, and were not registered as ‘Scottie’, appeared as the top 3 search results. Thus, the Claimant contends that Amazon’s claim is no longer logical.

6 The Amazon Account Health Rating (become effective on 13 September 2023) was created to protect particular sellers from having their accounts suspended. These are sellers who enjoy massive sales of highly priced items and whose profits, as well as advertising (for which consumers bear the costs), bring huge benefits to Amazon.

(1) Regarding the refill of Segreta shampoo sold by seller k [REDACTED] which was referred to earlier in this Brief (1 of p. 3), after a seller posted on the Seller Forum that ‘This item violates the trademark of the KAO Corporation. If Amazon took no action, it would be deemed to have accepted the violation and should be considered an accomplice. The lawyer confirmed that the poster’s understanding was correct’, the item disappeared from the marketplace; thus, it is reasonable to assume Amazon removed this item.

Ordinarily, seller k [REDACTED] should have received an Intellectual Property infringement (Trademark violation) for each brand they sold as theirs from Amazon, and those items should also have been removed. However, as examples referred to in this Brief demonstrate, seller k [REDACTED] has had no problem selling them. This indicates that if sellers sell numerous best seller items and contribute to Amazon's sales, Amazon takes extremely good care of them by overlooking acts of torts which are yet to be widely revealed to consumers. This is exactly what the Claimant has referred to numerous times in past Briefs, namely that Amazon are adhering to their promise that 'We will ensure we protect your account.' (Claimant's Brief 10, p. 19).

- (2) As referred to in Claimant Brief 13 (pp. 15-18), Amazon introduced the Account Health Rating, which sets the starting score as 200 points out of 1000 and allows 4 points to be gained for every 200 successful orders fulfilled over the preceding 180 days. For instance, over 1000 or 800 sets of over-priced tissue papers being sold by Seller 'A [REDACTED]' (which consumers claim to be a scam) were displayed as being 'bought in the past month', resulting in the seller gaining 216 points for these

two items alone, provided these sales had been maintained at the same level for the past 6 months.

Consequently, seller A [REDACTED]'s Account Health Rating will not be affected by a few policy violations, including intellectual property violations, and continues to be displayed as 'Healthy'. This is in contrast to the Claimant who is a low volume seller and has received numerous baseless policy violations from Amazon, which resulted in the Claimant's Account Health Rating being continuously displayed with the Alert: Your account is at risk of deactivation. Seller A [REDACTED] will never receive such an intimidating threat from Amazon.

- (3) The threshold line should be set by ensuring it is not affected by the scale of business. That is to say, the more a seller sells, the greater the number of victims affected by the seller's policy violations, including the intellectual policy violations which will increase accordingly. Therefore, without the added points for the sale of the item in question being deducted, Amazon cannot function effectively in terms of consumer protection and also cannot be fair to other sellers.

(4) Furthermore, Amazon is not only a platformer but also a seller. The Claimant points out that it is possible to identify several policy violations, including intellectual policy violations, by Amazon itself (Claimant's Brief 12, p. 41 (iv)). It should therefore be seen as problematic that Amazon runs the Account Health Rating, as they can do whatever they wish with this at their own discretion and apply it to all sellers whilst excluding themselves. Therefore, the Claimant argues that it is necessary for third-party legal expertise to intervene and monitor policy violations against Amazon, which will include the suspension of accounts where necessary.

III. The Claimant was presented with neither a reason nor basis for the Intellectual Property infringements (Trademark violations) Amazon claims she has committed. Amazon's four lawyers attacked the Claimant's personality with malicious intention under joint names in their Brief 1, acting as if she is a criminal without presenting any evidence.

1 In the previous Brief, the Claimant alleged the following. In Amazon, the brands of Brand Registry Sellers (who have enrolled their brands in the Amazon Brand Registry) take priority over any other registered trademarks. Therefore, they are immune to any Intellectual Property infringements (Trademark violations) committed by other brands, unlike Non Brand Register Sellers (who have not enrolled in the Amazon Brand Registry) who are continually subjected to baseless trademark violations by Amazon. In addition, Amazon provides a tool that enables Brand Register Sellers to remove those sellers who sell genuine parallel-imported items or are competitors by making false accusations of selling counterfeits (Claimant's Brief 12, p. 33, (vi)). These acts themselves constitute abuse of their superior bargaining position and thus Amazon is

making a mockery of Japanese law.

Intellectual Property infringements (Trademark violations) should instead be applicable to those who make a profit with their 'own brands', enjoying a 'free ride' at the expense of somebody else's trademark. These 'brands' offer prizes such as 'k [REDACTED]' branded hand wipe, which consumers are more or less forced to buy in conjunction with the main item, or complementary 'original' gift wrapping by 'C [REDACTED]', which can easily be reproduced from cheap wrapping materials available to purchase online. In making money by helping these sellers to promote their items and providing rebates for the contribution made by their sales, Amazon is the actor of tort as they are infringing the trademarks rights holders have expended great effort to secure in order to be widely recognised by the public.

Over the past ten years (since April 2013), the Claimant has been selling genuine brand items purchased from those brand owners and listed as 'parallel-imported items' on Amazon. Therefore, unlike the above-mentioned seller (i.e. 'C [REDACTED]'), there is no reason for the Claimant to sell items as 'Brand: non-branded'. In response to an Account

Health Support employee of Amazon who told the Claimant on the phone that ‘We would be filed with a complaint (if the Claimant uses the brand name without the brand owner’s consent)’ (Claimant’s Brief 12, p. 14, number 9), the Claimant followed the instructions given by the Technical Support employees to list the brand items as ‘Brand: non- branded’. She did this instead of using the brand name alongside text stating 'parallel imported', which Amazon finds rather inconvenient. There is no advantage for the Claimant to sell genuine brand items as ‘Brand: non-branded’.

2 On the Seller Forum on 24 May 2024, the (Brand Registry) seller who submitted the Intellectual Property infringement claim to Amazon against all the unauthorised sellers using their catalogue without their permission, revealed the following message from Amazon which shows they accepted the infringement report: ‘We duly inform you that we have thoroughly reviewed your reported content based on the information you provided’ [Claimant Note: In Amazon.com, the Claimant found it was worded as follows: ‘We reviewed your report and altered or removed the reported content based on the information you provided’] (Claimant’s Exhibit 217).

In other words, having thoroughly reviewed the claim of Intellectual Property infringements and made the decision confirming the allegations,

Amazon should disclose the basis of the judgement to the sellers who were alleged to have committed the infringements. This has been pointed out not only by the Claimant but also by the other sellers. On the Seller Forum on 24 May 2024, another seller claimed that the rights owner referred to in the message regarding ‘counterfeit without a test buy’ was falsified and thus cannot appeal against the false claim (Claimant’s Exhibit 218). On the Seller Forum of the following day, the seller whose items were removed by Amazon as restricted products because they committed a policy violation suddenly claimed that ‘Amazon should make the bare minimum of necessary checks before removing my items. And it is unacceptable that they cannot disclose what constitutes the violation’. An approach that follows the logic of ‘You violated, however, we will not let you know which violation’ is completely unthinkable elsewhere (e.g. in the police) (Claimant’s Exhibit 219).

3 On 24 May 2024, a lawsuit against a high school was filed by the parents of a son who committed suicide after being forced by his teacher to call

himself a ‘coward’. They are seeking compensation as the loss of their son made the news.²² Having known about the news, and accepting that cheating in an exam is a bad thing, it broke the Claimant’s heart to think about why a young man with a bright future ahead should have had his personality labelled ‘a coward’ in this extreme way.

In the current lawsuit, the Claimant has also had her personality impugned to an extreme extent by four lawyers representing Amazon, as indicated in the following statement:

Amazon may at anytime terminate or suspend (including suspension of listings) a seller’s account immediately if ‘the service user [Defendant Note: referring to a seller]’s account has been, or our controls identify that it may be, used for deceptive or fraudulent or illegal activity’, or ‘your use of the Services has harmed, or our controls identify that it might harm, other sellers, customers, or Amazon’s legitimate interests’. In

²² Yomiuri Shinbun Online, ‘The parents of a high school student who killed himself after being disciplined for cheating in an exam… claimed he was being told he was a ‘coward’. 8 April 2024, 17.31 (<https://www.yomiuri.co.jp/national/20240408-OYT1T50109/>, last visited on 10 June 2024)

other words, if a seller account is suspected of a policy violation, it can, in fact, be said that the Claimant could have been using her seller account for such illegal activities²³ and that the Claimant could harm the customer's legitimate interests.

Therefore, the Defendant will be allowed to take such measures against the seller (Defendant's Brief 1, pp. 18-19).

The Claimant follows Japanese laws and has been selling honestly on Amazon since April 2013. She has never conducted any deceptive or fraudulent, or indeed illegal, activity whatsoever. The records of lawsuits are available to view by the public and the Claimant also believes that the wider public should know about this case. The opponent of the Claimant is Amazon, a multinational corporation which almost all Japanese people know and is highly trusted. Moreover, the Defendant's

²³ Based on Section 3 of the Amazon Services Business Solution Agreement which all sellers, including the Claimant, has signed, the Defendant may at any time terminate or suspend (including suspension of listings) a seller's account immediately if 'the service user [Defendant Note: referring to a seller]'s account has been, or our controls identify that it may be, used for deceptive or fraudulent or illegal activity' or 'your use of the Services has harmed, or our controls identify that it might harm, other sellers, customers, or Amazon's legitimate interests'. (Defendant's Brief 1, p. 18)

Brief was submitted under the names of four lawyers representing the company whereas the Claimant is a mere independent seller. In the eyes of the public, which claims are worth believing is obvious. Therefore, the Defendant's claim in the Brief should have been supported by solid evidence.

As the Claimant note: FTC's legal document filed on 2 November 2023 states: 'Amazon's online storefront once prioritized relevant, organic search results. Following directions from its founder and then-CEO Jeff Bezos, Amazon shifted gears so that it now litters its storefront with pay-to-play advertisements. Amazon executives internally acknowledge this creates "harm to consumers" by making it "almost impossible for high quality, helpful organic content to win over barely relevant sponsored content." This practice, too, harms both sellers and shoppers alike. Most sellers must now pay for advertising to reach Amazon's massive base of online shoppers, while shoppers consequently face less relevant search results and are steered toward more expensive products. Notably, Amazon has increased not only the number of advertisements it shows, but also

the number of irrelevant junk ads, internally called “defects”. Mr. Bezos instructed his executives to “[a]ccept more defects” (‘Defects are advertisements which either are not relevant at all or only tangentially relevant to the users’) queries because Amazon can extract billions of dollars through increased advertising despite worsening its services for customers (p. 76, 231)’.

‘Amazon employees followed Mr. Bezos’s instructions. Amazon’s experiments showed that even when its advertisement defect rates increased by _%, advertising revenue still increased Amazon’s overall profits by _million. Amazon ultimately revised its ad auction to incorporate the “cost of defect” in order to make the most money from its ad auctions. With advertisements being so profitable to Amazon even at higher defect rates, senior Amazon executives agreed, “we’d be crazy not to” increase the number of advertisements shown to shoppers (p.76, 232)’.

Thus, the policy of Amazon executives such as Jeff Bezos and Jasper Cheung to “[a]ccept more defects” advertisements, which consumers

claim are scams, can effectively be considered a ‘law’ aimed at maximising their profits.²⁴ The accusation mentioned previously by the Defendant’s lawyers should have been made against their clients, not the Claimant. Learning from the extremely aggressive and oppressive tactics of Amazon executives who stated that it was ‘a dirty job, but we need to do it’ against their opponents, it is clear that Amazon’s lawyers unnecessarily attacked the Claimant solely to provide excessive protection for their important client.

If these four lawyers do not submit evidence to prove their claim that the Claimant has been conducting deceptive or fraudulent or illegal activity, the Claimant will allege a human rights violation to the Japan Federation of Bar Associations (hereinafter called ‘JFBA’). The Claimant will ask the JFBA, which has placed human rights first in Article 1 of their Attorney Act [Claimant Note: Article 1(1)An attorney is entrusted with the mission of protecting fundamental human rights and achieving social justice],, indicating they believe human rights are important and should be protected, whether they will allow their members' act of denying human

²⁴ Footnote 19

rights.²⁵ The Claimant alleges that their members violated human rights by accusing their opponent without any evidence, a violation which was committed solely to protect the interests and benefits of their client – a conglomerate.

²⁵ The Japan Federation of Bar Association, Human Rights Protection Activities (Human Rights Committee), ‘The JFBA set up the Human Rights Committee. Based on the Article 1 of the Attorney Act which pursues ‘protection of fundamental human rights and the realisation of social justice’, the JFBA investigates and examine cases in which human rights protections are sought by individual or organisation, and then takes measures for redress and releases its opinions.

(https://www.nichibenren.or.jp/activity/human/human_rights.html, last visited on 1 June 2024)

**IV. Amazon conducted successive acts of torts against the
Claimant as punishment with the intention of expelling the
Claimant from Amazon's Marketplace.**

With the intention of punishing and eventually expelling the Claimant from Amazon's Marketplace, Amazon claimed multiple Intellectual Property violations on the genuine parallel import items sold only by the Claimant. Furthermore, Amazon confiscated a genuine item which had been kept in their warehouse – the Claimant has the evidence to prove that they claimed this item as a 'counterfeit without test buy'. Amazon eventually disposed of the item, ignoring the Claimant's objections made in the documents to the court (Claimant's Brief 11). Amazon's punishments include 1) deliberately erasing the delivery information from Claimant's items as if the items have not been sold, even though they can be dispatched immediately from the Amazon warehouse where the Claimant's items were stored (Claimant's Exhibit 104). 2) Amazon made the Claimant lose the trust of the customer who purchased an item offered by the Claimant from a store other than Amazon by not delivering it on the date on which Amazon promised to send it from the Amazon

warehouse, and the original expected delivery date was deliberately rather late (Claim 4 of List II). 3) Amazon demanded from the Claimant a letter of authorisation (LOA) or licensing agreement (LA) from the brand for the items which the Claimant was selling at cheap prices compared with other sellers (Claimant's Brief 12, p.20, number 14). 4) Amazon prevented the Claimant's offers from appearing with the Buy Box (Claimant's Brief 13, p. 18, (2)).

The punishments imposed upon the Claimant by Amazon and which were pointed out by the FTC in the lawsuit against Amazon are as follows:

- (1) Amazon abruptly and arbitrarily suspends sellers' accounts, and seizes sellers' inventories with no recourse. The FTC points out that Amazon's sellers live 'in constant fear' of Amazon arbitrarily interfering with their ability to sell on Amazon, which 'put[s] their businesses and livelihoods at risk' (Claimant's Exhibit 212, p. 13).
- (2) Amazon deploys a surveillance network that constantly monitors the internet, searching for whether Amazon sellers (first-party seller, their-party seller) offer lower prices on other online stores. Amazon punishes sellers who offer lower prices on other online stores,

eventually making it impossible for them to sell on Amazon's Marketplace. By doing so, Amazon freezes price competition, resulting in the harmful effect of preventing consumers from purchasing items at a lower price (Claimant's Exhibit 212, p. 14).

- (3) At the foundation of the anti-discounting strategy, there exists the 'Competitive Monitoring Team' – Amazon's sprawling price-surveillance group across all online sales channels. This price-surveillance team finds sellers who offer lower prices on other online stores and punishes them. For instance, Amazon punishes sellers by imposing contractual obligations on certain important sellers, backed up with the threat of even stronger penalties, including total banishment from Amazon's Marketplace.

Amazon's Competitive Monitoring Team engages in price surveillance to support its anti-discounting strategy. Amazon can detect any price change for thousands of the most popular products virtually anywhere on the internet within hours. Amazon's CEO of Worldwide Stores explained that policing sellers to prevent them from discounting elsewhere, so that Amazon can maintain a reputation for

having low prices, is ‘a dirty job, but we need to do it’ (Claimant’s Exhibit 212, p. 15).

One way in which Amazon punishes sellers is by disqualifying a seller’s offer from appearing in the Buy Box, even though they have the ability to qualify for the Buy Box – which is an existential threat to their business. The second way Amazon punishes sellers is by expelling them from Amazon’s Marketplace (Claimant’s Exhibit 212, p. 15).

V. Instance in which the Claimant has been treated

unfavourably in a court where a fair judgment based on the law should have been made.

The Japan Fair Trade Commission (hereinafter called ‘JFTC’) explains that a case is likely to be found to be impeding fair competition ‘[2] when the party having superior bargaining position imposes a disadvantage only on a specific transacting party, but the degree of disadvantage is high, or such act, if left unaddressed, is likely to be carried out to other transacting parties.’ The JFTC illustrates this with a speech bubble saying, ‘Why does this only happen to us?’²⁶

*Claimant Note: JFTC’s illustration



²⁶ The Japan Fair Trade Commission, Abuse of superior bargaining position – Guidelines you should know about – ‘Abuse of superior bargaining position under the Antimonopoly Act’ p. 4 (https://www.jftc.go.jp/houdou/panfu_files/yuuetsu.pdf. Last visited on 9 June 2024)

The Antimonopoly Act not only provides for enforcement from the JFTC but also a civil procedure claiming for a remedy by a ‘private individual’, which includes the victim of a violation. Enforcement by a private individual (private enforcement) allows them to seek two specific functions: 1) liability without negligence and 2) an injunction.

Regarding 2) an injunction (Antimonopoly Act Article 24), a lawyer explained that this is a civil procedure enabling anyone who was or may be severely damaged by a violation to seek the injunction of the violation in the court.²⁷

Because the target of this is limited to unfair trade practices²⁸, the Claimant continued to assert in the Complaint and in Brief 1 onwards that preferential treatments, which do not exist in the Selling Policies and Seller Code of Conduct, were being given to C [REDACTED], the Claimant’s competitor, by Amazon.

In the trial on 27 October 2023, the presiding judge made the following

²⁷ Iwaki Sogo Law Office, Explanations of the Antimonopoly Act (4), 18 December 2023, ‘5. Regulation after the incident (5) (Private enforcement: liability without negligence, injunction)’, (<https://iwakilaw.jp/blog/post-6116>. Last visited on 10 June 2024)

²⁸ See footnote 27

remark to the Claimant.

‘I want to ask you, the Claimant, the following – what is the point of claiming discriminatory treatment? What I am trying to say is, regarding the main point in this lawsuit, do you mean your shop has never done anything that could be claimed to constitute policy violations, so these are being claimed without any reason. Correct? Or do you want to say other shops are making policy violations, but these are yet to be claimed? What is the point of you making such a claim? If you committed a policy violation (e.g. Intellectual Property Infringement), and then Amazon accuses you of a policy violation, it cannot be helped. You are not saying it is wrong for policy violations to be claimed only against you when other shops are committing policy violations, are you?’

In this case, the Claimant assumed the presiding judge had the following idea in mind from the very beginning of this trial: ‘In a system where a platformer and business sellers participating in the platform compete vertically, a change made to the algorithm for a rational reason by a digital platformer cannot in itself be considered an abusive act designed

to hinder fair competition unless it either generates excessive profits for the platformer or imposes significant disadvantages on users. Therefore, because the change in the algorithm resulted in users who enjoyed benefits and users who suffered damage, it cannot be judged as an abuse by only considering the disadvantages created, assuming the vertical competition (between the platformer and business sellers participating in the platform) is not artificially distorted.’²⁹ Hence, the Claimant made the arguments in the Briefs submitted as from this trial of 27 October 2023 with reference to the paper by the lawyer, which stated: ‘Abuse cannot be identified only by the fact which simply caused disadvantages to the affected participant. It needs to be an act performed by humans which deviates from a naturally occurring competition in the vertical competitive relationship.’³⁰

As stated previously in Brief 14, regardless of the fact that many

²⁹ Patent 2023 Vol.76 (Supplementary Edition No.28) <Advance Release Version> Applying for the abuse of superior bargaining position for hindering the ‘vertical competition’ - Exemplify the relationship between the rights owner of the Standard Essential Patent and the users, Lawyer, New York State Attorney, California State Attorney, Tsuyoshi Ikeda
(<https://jpaa-patent.info/patent/viewPdf/4194>. Last visited 3 June 2024)

³⁰ See footnote 29

consumers were complaining about the items sold by Brand Registry Sellers, Amazon maximised the profits of these sellers by giving them preferential treatment. It is therefore easy to infer that Amazon deliberately operates or applies the rules they had created in accordance with their own benefits. Given the fact that Amazon deliberately applies its own rules, Amazon's claims that the Claimant performed policy violations have no basis as Amazon not only refused to submit any evidence to prove the Claimant's items are not genuine but also disposed of one of the Claimant's items whilst knowing it was not a counterfeit. Disposing of what Amazon alleged was a counterfeit whilst the Claimant submitted evidence to prove it was genuine should support the Claimant's claim that the item in question was indeed genuine. Furthermore, lawyers generally act to work for the benefit of their clients. Therefore, Amazon's lawyers would generally be expected to have obtained the item in question, submitted a video recording of it to prove the Claimant's policy violation, and presented this to the court for vilification. However, because Amazon's lawyers have conducted no such litigation activities, the Claimant's items should be judged as genuine.

A female judge who was in charge of this lawsuit until the end of March 2024 made the following remark to Amazon at the trial on 27 October 2023: ‘The Claimant is claiming compensation for damage from the loss of the sale and consolidation money. As this is also related to the injunction of the Antimonopoly Act, it should be necessary to consider whether to refute each claim submitted by the Claimant.’ However, the presiding judge conducted legal proceedings which supported Amazon and made the following remarks to the company’s lawyers: ‘I think it is too much for you. Perhaps you can do your best to try one or two claims, whether you refute them or not’, adding that, ‘It is still all right if you cannot do this, though.’ As a result, the Intellectual Property infringement claims never ceased, even after the lawsuit began. As for the Briefs the Claimant had to submit in relation to these incessant acts of torts, which were the reasons for the Claimant submitting documents to the court, the judge complained to the Claimant by saying ‘Yet again?’ However, he never warned Amazon and no remark was made regarding Amazon disposing of the evidence, which was a genuine item being claimed as a counterfeit. In fact, the judge even stated the following: ‘The Defendant

(i.e. Amazon) refutes the claims in the Brief submitted by the Claimant (other trademark violation claims by Amazon are not in fact violating any laws) until the end of February. However, if Amazon cannot make any refutation, it is not a problem.’ Consequently, the Claimant had to work hard to submit the assertion in order to demonstrate that Amazon’s act was an act ‘performed by humans which deviates from a naturally occurring competition in the vertical competitive relationship’. This not only needed the injunction order of Article 24 of the Antimonopoly Act to be delivered (eventually) but also the Claimant had to write further Briefs to submit to the court as Amazon continued to conduct successive acts of torts. As a result of this, the Claimant had to pay a surcharge to her lawyer. Furthermore, the presiding judge knew from the Claimant’s assertions that the Intellectual Property infringements such as counterfeits and trademark violations alleged by Amazon were baseless, and that the items in question, which were forcibly returned from the warehouse to the Claimant at the Claimant’s expense, had been stockpiled without being opened. Therefore, he could have made his own judgement if he had allowed Amazon to demonstrate the basis for their claims. Moreover, he

also knew that defamations consisting of false statements that hurt the Claimant and damaged her reputation would no longer be displayed on the Seller Account after a period of 180 days [Claimant Note: Amazon Sellers Lawyer, Rosenbaum Famularo, P.C., stated the following: ‘If the damaging statement is made in writing and published, it is called libel. Amazon sellers have a right to not have false statements made that damage their reputation’], and he refused to listen to the facts of the claims or indeed do anything, knowing that was rather convenient for Amazon. The defamations (false infringement claims), which stopped being displayed after 180 days, meant that determining where the responsibilities lay remained difficult, and the presiding judge declared there was nothing left for the Claimant to claim. He even suggested in the official document handed to the Claimant for clarification that, ‘Because an Intellectual Policy infringement claim will disappear from display after 180 days, you may need to reconsider the injunction based on Article 24 of the Antimonopoly Act.’ In other words, the Claimant was deliberately led to withdraw her claims.

Fortunately, the Claimant was able to ask the opinion of a

knowledgeable lawyer who said that even though the Intellectual Property
infringement claims had disappeared from display, Article 248 of the
Code of Civil Procedure could be applied regarding the damage.

The Claimant dismissed her own lawyer, who was also suggesting
withdrawal without giving such important information and changed to a
pro se legal representation. Based on the principle of 'free to assert' in the
Japanese legal system, the Claimant investigated past precedents in the
courts.

The reason why the Claimant did this is because she needed to take a
UK Law module, which was compulsory for her degree in Urban
Planning and Management at a university in the UK, and during this
process learnt that past decisions had been applied by courts in cases
where the facts are of sufficient similarity. Whilst striving not to be
irrelevant, the Claimant made her assertions with reference to these past
precedents. Briefs submitted under the name of the lawyer were also in
fact written by the Claimant. Because the Claimant started the pro se
legal representation, she asked a lawyer to look at the Briefs she had
written to determine whether there was anything in them that would be

completely wrong to assert whenever she submitted them to the court.

In relation to the pro se legal representation, the Claimant also read a Brief written by a lawyer who represented himself in court as part of his own private case against the Westin Hotel Tokyo, which she then used as an example of how to write her own brief.³¹

Throughout this lawsuit, the Claimant highlighted examples which could be subject to the violations of the Antimonopoly Act by Amazon and which not only the Claimant but also other sellers had been affected by.

Even so, the attitude of the presiding judge had clearly changed since the Claimant dismissed her lawyer and shifted to the pro se legal representation. It did not help that the Briefs submitted under the Claimant's name tended to be lengthy, which was due to Amazon making successive acts of torts against the Claimant, even after the lawsuit had started. There is no cause attributable to the Claimant.

Nevertheless, the judge scoffed at the Claimant, commenting: 'Yet more

³¹ Sakurai Sogo Law Office, 'Since the Answer to complaint from the Westin Tokyo was delivered, the Brief submitted the following day.', 30 March 2023, The Brief 1 (Westin)

(<https://www.suits-law.jp/news/278/>. Last visited on 10 June 2024)

papers submitted from the Claimant.’ On the trial of 24 April 2024, he repeated the same comment made on 27 October 2023: ‘Do you want to claim that only the Claimant received a policy violation and it is unfair that others do not?’

It is the Claimant’s choice whether to withdraw Article 24 of the Antimonopoly Act. In the trial of 24 April 2024, the presiding judge told the Claimant that, ‘Your Briefs are not answering the judges’ questions handed to you from the court. What you could do is only reply to the ones in brackets, but you are not even replying to those’, before adding, ‘However, I haven’t read everything you wrote just yet as I have only just received the Claimant’s Brief.’ The Claimant replied that, ‘All replies are in the Brief submitted.’ Because he asked to be given an example, the Claimant provided the judge with Claim 3 of List I in Brief 12.

[Claimant Note: Claim 3 of List I relate to a case in which Amazon claimed an Intellectual Property infringement (Trademark violation: Cambridge Satchel) for a keyring which the Claimant purchased at the Royal Opera House. This was made in collaboration with the Cambridge Satchel Company and had the ‘Cambridge Satchel Company’ engraved

on the metal hob. Amazon claimed that the Claimant referred to the brand name ‘Cambridge Satchel Company’, which is the brand of the Amazon Brand Registry Seller, in her item’s catalogue and that this was an Intellectual Policy infringement (Trademark violation) of the ‘Cambridge Satchel Company’. Thus, the Claimant needed to obtain either the Licensing Agreement or the Letter of Authorisation to sell this item from the ‘Cambridge Satchel Company’, even though the item was bought legitimately from the Royal Opera House and not from the ‘Cambridge Satchel Company’, which is prioritised highly in Amazon as the ‘Brand’.] Regarding Claim 3 of List I in Brief 12, the Claimant asserted to the presiding judge that, ‘Amazon made the act of tort giving uncalculated disadvantages and infringed the Claimant’s right to conduct her business legitimately’. However, the judge reprimanded the Claimant by saying, ‘This is not what I had meant!’ (regarding the replies expected to be given to the judge’s questions).

It was a few decades ago when the Claimant studied a UK law module, and she is nothing but a member of the general public who is conducting a pro se legal representation for her lawsuit in Japan. Against such a

general public, the presiding judge appeared to interrogate the Claimant by saying, ‘Which one is intention and which one is negligence!’, ‘Answer in brief!’, ‘I can see there is no legal basis for the Claimant’s assertions!’, and ‘You are not answering in a straightforward way!’

Eventually, he warned that, ‘If there is no answer to my questions from you, it is OK. However, I will treat this case as if no claim existed.’ The Claimant, who is neither a lawyer nor a student of law, found this utterly unreasonable and was extremely emotionally distressed.

The presiding judge, who is a government employee and has been given the sacred trust of the people to protect Japanese law, expressed his view that, ‘The Claimant’s Briefs do not have any legal basis’. He further added that, ‘As expected, there is no way to accept any claims from the Claimant’, implying that a lawsuit made by an amateur who is not a legal expert is not worth addressing in the court. Kiichi Okaguchi, a former judge, made the following comment from a judge’s point of view in an interview: ‘The number of lawyers who cannot prove their assertions based on the applicable laws has risen as they no longer learn the legal structure of factual findings. Therefore, it is important for judges to

work as anchors to make each case clear in the court. If some do not have this ability, this will end up becoming a “lottery of judges”.³² This would end up infringing the right of people to receive a fair trial.’ Thus, the presiding judge forced the Claimant, who is a member of the general public and not a lawyer, to do something which the former judge claims even lawyers may not be able to do in front of numerous legal experts in the court. Article 32 of the Constitution of Japan states that no person shall be denied the right of access to the courts. Furthermore, it is not compulsory to employ a lawyer to the courts in the Japanese legal system. However, in this court, it was the same as being told that you should come to the court after studying law. It denies people their rights. The Claimant was warned by the presiding judge in the court that, ‘At this rate, I will treat the case as if no claim from the Claimant exists’. If the Claimant’s evidence is not going to be treated as worth taking into

³² Yahoo News, Bengo4.com News, released on 10.14 pm on 7 May 2024, ‘Lottery of judges can happen’. Former Judge Okaguchi is feeling the pinch in legal experts’ training and explains why he teaches ‘Legal Structure of Fact Finding’ in a preparatory school for bar exams.

(<https://news.yahoo.co.jp/articles/df002b6dc54641255f4832d56d8cef5f33684c68>. Last visited on 26 May 2024)

consideration based on the judge's free evaluation of evidence, she has no option but to abandon this court (as the judgment made will be based on unclear criteria) and appeal an omission in a judicial decision to the higher court.

VI. In the Tokyo District Court and the Tokyo High Court, a lawsuit relating to Article 24 of the Act on Prohibition of Private Monopolisation and Maintenance of Fair Trade (Antimonopoly Act) was treated fairly.

During this lawsuit, the judgment of the Tokyo High Court regarding Reiwa 2 (Wa) 12735 - Claim for compensation for damages (hereinafter called the ‘Tabelog Lawsuit’) was featured on the news. This lawsuit was filed by Kanryumura Co., Ltd. against Kakaku.com, Inc. which runs ‘Tabelog.com’. Kanryumura claimed that Kakaku.com secretly operates an algorithm disadvantaging chain restaurants and that running such a system amounts to an unfair trade practice which impedes fair competition and unjustly treats other enterprises in a discriminatory manner (Article 2, paragraph 9, item (vi) of the Antimonopoly Act and paragraph 4 of the General Designation). Kanryumura sought a court injunction against the use of the algorithm along with financial compensation based on Article 709 (Compensation for Loss or Damage in Torts).

In the Tabelog lawsuit, the Tokyo District Court judges sought an

opinion from the Japan Fair Trade Commission (JFTC) and upheld Kanryumura's claims. However, Kanryumura felt the amount of compensation granted was insufficient. Consequently, both parties were unhappy with the ruling by the judges and appealed to the Tokyo High Court, which overturned the previous verdicts and handed down a verdict in favour of Tabelog's claim.

Both verdicts are available to view at the 'Association of Tabelog's Victims' run by Kanryumura. Having read these verdicts, the Claimant realised that her claims would not have been deemed 'not worth handling', as happened in the court, if the judgment against her claims had been made by these judicial panels.

(1) In the current lawsuit, the Claimant claimed that as a result of the Amazon Brand Registry being implemented, Brand Registry Sellers, including overseas sellers and Amazon themselves, were afforded the benefit of eliminating genuine parallel imported items as a counterfeit without a test buy ('Get rid of your competitors as selling counterfeit'). The Claimant's Account Health Rating, which had no reason to be lowered, was unjustly worsened by the false

accusations and the ensuing defamation arising from an account suspension warning being highlighted in red on the top page of Seller Central (and therefore highly visible to the Claimant whenever she accessed her account). Furthermore, the successive Intellectual Property infringements claims and subsequent seizure of these items in Amazon's warehouse made it impossible for the Claimant to send her bestselling items to the warehouse. When it came to listing a new item without receiving any policy violation, Amazon refused to give the Claimant any guidance whatsoever and made it impossible for her to list by informing her that doing so would be her responsibility. This resulted in a substantial loss for the Claimant. Having received successive Intellectual Property infringement claims from amazon.com, regardless of days or times (Sundays, public holidays, and midnights), the Claimant could not find peace of mind. As a result, she suffered psychological damage that resulted in hives developing all over her face for which she needed to see a dermatologist (twice).

As for the 'Account Health Rating', the Claimant claims that it was

implemented to prevent the suspension of an account which sold unlawful items but nevertheless contributed to Amazon's sales by selling in large volumes. Regarding the 'Buy Box', Amazon sellers pay the Professional Seller Fee of 5390 yen per month with the expectation that they will be selected as a 'Buy Box' winner, as Amazon claims that only those with a Professional Seller Plan are entitled to be the winner. However, the Claimant claims that Amazon only allowed items which involved significant advertisement spending to stand out using the 'Buy Box', whilst artificially creating losers of the 'Buy Box' whose items were, in fact, sufficient to qualify as 'Buy Box' winners. Therefore, the Amazon Brand Registry, the Account Health Rating, and the 'Buy Box' are not only subject to violations of the Antimonopoly Law but also acts of torts infringing the rights and interests of the Claimant which should be protected under the Tort Law. Further, the Claimant claimed compensation against Amazon for violating the contractual responsibility it had agreed with her.³³

³³ The Association of Tabelog's Victims – We want to protect as many restaurants as

(2) Amazon promotes an ideal of protecting both brands and consumers, and asserts that the use of ‘Brand: non-branded’ will not be permitted unless the item does not belong to any brand. However, in actuality, Amazon does not operate their Brand Registry for this purpose; thus, it does not serve to maintain the trust of Amazon customers. As long as the brand has been registered in the Amazon Brand Registry, the brand is ranked higher than any other brands, even though the item listed belongs to somebody else's trademarked brand. Amazon have therefore created a trademark hierarchy and manipulate their Intellectual Property infringement claims based on

possible, The Verdict of the Tokyo High Court, p.38, 2-(1), In this trial, the Claimant at the court of first instance (Tokyo District Court trial) asserts that as a result of a modification in the algorithm being implemented, the scores of 21 restaurants run by the Claimant significantly dropped, causing damage to the company as the number of reservations from the Tabelog website also declined. The Claimant at the court of first instance claimed that the changes made by the Defendant at the court of first instance violated the Antimonopoly Act. Furthermore, the Claimant at the court of first instance claimed that it was an illegal act to invade their rights and interests, which should be protected by the Tort Law. Even if it is not (considered to be illegal), the Claimant at the court of first instance claimed that such change violates the contractual obligation made with them. Thus, the Claimant of the court of first instance demanded compensation against the Defendant of the court of first instance. (<http://xn--59jzfoh853nt87b8ku.com/wp-content/uploads/2024/03/d4ba2b4a9331e2c81af29240b10bbdbb.pdf>. Last visited on 3 June 2024)

whether the seller is enrolled in the Brand Registry [Claimant Note: Amazon Suspension Lawyer states ‘Sellers enrolled in Brand Registry are unlikely to be impacted by false and baseless infringement complaints’- <https://amazonsuspensionlawyer.com/amazon-infringement/>]. It disregards obvious Intellectual Property infringements in cases involving Brand Registry Sellers and even offers rebates for the sales they make.³⁴

- (3) Consumers purchasing on Amazon view a seller’s rating as providing information which enables them to choose whether to buy from the seller. In addition, a seller’s rating will also influence the selection of ‘Buy Box’ winners. In the process of calculating the rating, Amazon gives preferential treatment to sellers who are Brand Registry Sellers

³⁴ See Footnote 33, p. 39, ‘The Defendant in the court of first instance claimed that the scores are calculated by applying the algorithm with the purpose of adequately correcting the mismatch between consumers' perceptions. Further, they claimed that the contents of the algorithm have been properly controlled and regularly reviewed so that they maintain the trust of Tabelog users, who are general consumers. With such a role played by the algorithm, it has been applied to all the restaurants listed on the Tabelog website regardless of whether the restaurants are service members, and disclose the algorithm to the public only when necessary.’

or are giving a sales benefit to Amazon through a large volume of advertising contributions by removing almost all the low ratings. That is to say, Amazon unlawfully distorts the actual seller ratings. Thus, Amazon deliberately discriminates against sellers who pay the same 'Professional Seller Fees' with an expectation of being selected as 'Buy Box' winners by treating them disadvantageously compared with sellers whose ratings were artificially inflated. It also conducts an act of scam, deceiving general consumers and abusing their trust by removing low ratings.³⁵

(4) When considering whether an act will fall under the provisions of Article 2, paragraph 9, item (vi) (paragraph 4 of the General Designation) of the Antimonopoly Act, the following conditions need to be satisfied: 1) The change in question was made in regard to the

³⁵ See Footnote 33, p. 40, 'If the paid membership for a restaurant is given a position in which can influence the way in which the scores of their own restaurants are calculated, such scores will lose their credibility. On the other hand, in a situation where it is reasonably acknowledged that a rating leads to a mismatch with consumers' perceptions, if the change in algorithm is not allowed and ratings will not be corrected because the ratings of some restaurants will be lowered by applying the algorithm, it will not only disadvantage some restaurants whose ratings would have been increased as a result of the change in algorithm being implemented but also lose the trust general consumers have in the ratings'.

‘terms and execution of trade’; 2) The change in question affords ‘unfavourable treatment’; and 3) The change in question was ‘unjustly’ conducted ³⁶ . [Claimant Note: With regard to Discriminatory Treatment of Trade Terms, etc., paragraph 4 of the Designation of Unfair Trade Practices provides, ‘unjustly affording favourable or unfavourable treatment to a certain entrepreneur in regard to the terms or execution of a trade’.]

In this lawsuit, the Claimant claimed that whilst paying the Professional Seller Fee, which is charged monthly, and the FBA, which is charged for the logistic service as well as paying the storage fee to Amazon, Amazon conducted the following executions of a trade in the transaction. First, Amazon damaged the credibility of the Claimant’s business running in the other marketplace (Mercari Shops) by unjustly delaying the delivery of one of the Claimant’s items stored in Amazon, suspended listing of the Claimant’s popular items stored in their warehouse (Claimant’s Brief 3, p. 24 (2)), and provided favourable treatment to the Claimant's competitor by giving

³⁶ See Footnote 33, p. 42

them advertising space in which to display their item on the catalogue in which the Claimant's popular item was removed (Claimant's Brief 10, p. 7 (4)).³⁷

Implementation of the Brand Registry meant that it became feasible for Brand Registry Sellers to eliminate their competitors. In Amazon, brands being registered by Brand Registry Sellers excel, compared with any other brands. In contrast to Non-Brand Registry Sellers who receive baseless Intellectual Property infringements, Brand Registry Sellers use the catalogues solely for themselves and also display other items they sell on the catalogue as if they had opened their own shop on Amazon (Claimant's Brief 3, p. 7). In addition, because they make an advertising contribution to Amazon, Amazon allows these sellers to sell rip-off items which consumers have complained are 'scams'.

³⁷ See Footnote 33, p. 42 (2), 'The "trade terms" indicate standards of quality for the goods or services subject to the transactions, the transaction volume, the payment method, the amount of payment, the time of delivery, the transaction period (time), the delivery method, the promotion expenses, and rebates. Furthermore, "executing transactions" means that although these are not being set as the trade terms, they are understood as various treatments taking place as concrete facts in relation to transactions, such as making a difference in the order of dispatching goods, providing preferential treatment to goods selling well, and treating the display of goods favourably.'

Amazon paid the rebates for these sales and at the same time implemented measures to ensure that these sellers' accounts were not suspended, even if a number of violations were added. Thus, by placing the threshold at which an account would be suspended extremely low and awarding points for the numbers of sales the sellers make, Amazon made it possible for sellers to strengthen their Account Health ratings. Furthermore, to avoid their algorithm causing rip-off items to lose the 'Buy Box' for one-click shopping, Amazon conducted 'unjust treatment' by removing reviews with low ratings left by consumers for these sellers.

Regarding whether each of the Brand Registry, the Account Health Rating, and the 'Buy Box' (the featured offer) were unjustly implemented, 'unjustly means de facto the same as tending to impede fair competition (tendency to impede fair competition), and is judged by whether fair competition between entrepreneurs is restricted'³⁸. As stated in the Claimant's Briefs submitted previously, it is not only evident that fair competition between entrepreneurs is being

³⁸ See Footnote 33, p. 44, (i)

restricted but also that it is creating scam victims among consumers. Therefore, there is no logical basis on which ensuring such fairness among entrepreneurs, brand protections, and consumer trust cannot be achieved if each of them (Brand Registry, Account Health Rating, and the 'Buy Box') are not implemented. Implementation of the Brand Registry allowed 'C [REDACTED]', a competitor of the Claimant, to sell famous brand items as 'non-branded' items by providing their own prizes in their exclusive catalogue. In comparison with the sales advantage that arose as a result of C [REDACTED] displaying text stating 'We are sold out!' on their catalogue, Amazon discouraged business for the Claimant by claiming successive yet baseless Intellectual Property infringements, which resulted in a huge operating loss for the Claimant. This falls under Article 2, paragraph 9, item (vi) (paragraph 4 of the General Designation) of the Antimonopoly Act which prohibits 'unjustly (tendency to impede fair competition)' treating other entrepreneurs in a discriminatory manner.³⁹

³⁹ See Footnote 33, p. 46

(5) As to whether implementation of the Brand Registry, the Account Health Rating, and the ‘Buy Box’ (the featured offer) amount to abuse of a superior bargaining position (Article 2, paragraph 9, item (v), number-c of the Antimonopoly Act), the verdict by the Tokyo High Court for the Tabelog lawsuit stated that in such cases, it is necessary to satisfy the following: 1) The Defendant has a ‘superior bargaining position’ in ‘transactions’ with the Claimant; 2) The changes in question were carried out by ‘making use’ of 1)’s superior bargaining position; 3) The changes in question were conducted in an ‘unjust manner in light of normal business practices’; and 4) The changes in question fall under ‘establishing or changing the trade terms or executing transactions in a way disadvantageous to the party (the Claimant)’.⁴⁰

In this lawsuit, it is evident that Amazon has a superior bargaining position over the Claimant. Moreover, it is also clear that Amazon has a superior bargaining position in transactions with many other sellers, including the Claimant, as it has impeded the rights of the Claimant

⁴⁰ See Footnote 33, p. 47

and other Non-Brand Registry Sellers to run a normal business by providing the tool which allows Brand Registry Sellers to freely remove competitors on the grounds of baseless Intellectual Property infringements based on their own judgment. Further, Amazon is in a position to determine whether a seller's Account Health Rating goes up or down by making their own ruling and can decide whether to choose a seller as a 'Buy Box' winner at their own convenience.⁴¹

Implementation of the Brand Registry only benefits the IP Accelerator, the patent firm which advertises the endorsement from Amazon and promotes the trademark business, the Brand Registry Sellers, and Amazon. Amazon claims that it is effective to promote sellers' own brands by spending on advertising, allowing Brand Registry Sellers to open their own stores on Amazon and compete with their own prizes. The implementation has not been carried out for a rational reason as the brands of the items in question, which should have been protected, are in fact not protected and the business names enrolled in the Brand Registry are prioritised over brands

⁴¹ See Footnote 33, p. 48

which should be protected.

As for Non-Brand Registry sellers, baseless claims of Intellectual Property infringements being made by competitors at one-click convenience without a test buy meant their listings were restricted because they feared which item would be the next target. There exist cases in which sellers decided to resolve the issue by accepting the false claims and apologising to Amazon, only to continue selling on Amazon (Claimant's Claim 10, p.11, (2)). It can therefore be said that Amazon is oppressing the independence of Non-Brand Registry Sellers as the subject of transactions.⁴²

- (6) The elimination of competition, which was secretly implemented in the Brand Registry, is giving 'uncalculated disadvantages' to Non-Brand Registry Sellers, including the Claimant. In addition, the starting score of 200 (out of 1000) which was set as the threshold for the Account Health Rating, with the risk of deactivation occurring immediately below the threshold, is giving 'uncalculated disadvantages' to low volume sellers. Amazon awards points on the

⁴² See Footnote 33, p. 50

basis of sales [Claimant Note: 4 points are gained for every 200 successful orders fulfilled over the previous 180 days]. That is to say, the more you sell, which can include items that consumers describe as a scam, the stronger your Account Health Rating becomes, and it is therefore resistant to policy violations [Claimant Note: Points that Amazon deducts for a policy violation are not adjusted based on volume]. Conversely, low volume sellers have consistently been placed in fear of deactivations, no matter how honestly they run their small businesses [Claimant Note: Amazon is basically saying that higher volume sellers are more honest than low volume sellers. Years of business with high positive feedback ratings have no bearing on the Account Health Rating]. With regard to the 'Buy Box' (featured item), as a result of having pursued the possibility of more money being charged to sellers, Amazon created the 'Buy Box' winner, who is selected for standing out among the items without the 'Buy Box', and informed sellers that points and advertisement which are payable to Amazon would be the best way to be chosen as the 'Buy Box' winner. In other words, Amazon decided to make their own decision as to

whether they feature (sell) the seller's item. Although Amazon Japan conveniently uses the 'Buy Box' (featured item) with its sellers, the term 'Buy Box' is giving them a false impression.

When the Claimant investigated subscription fees payable to Amazon in the US (Amazon.com), the choice on offer was either to pay a monthly subscription fee of \$39.99 as a professional seller who will sell more than 40 items per month, or to choose an individual seller plan which is designed for those selling less than 40 items and for which no subscription fee is charged. To the Claimant's astonishment, there is no reference to the 'Buy Box (featured item)' for either plan.⁴³

To be able to respond to the US system, Amazon Japan uses terms such as 'Accelerator' or 'Fulfilment' so that Japanese sellers can understand how they are used in English. However, because the meanings are not translated into Japanese, they become ambiguous.

By contrast, the simple English phrase 'Buy Box' was rendered

⁴³ Repricer.com What it Costs to Sell on Amazon in 2024 (Complete Guide) 5 October 2023, 9.50 a.m., 5 Costs of Selling on Amazon (<https://www.repricer.com/blog/amazon-seller-fees/>. Last visited on 10 June 2024)

conveniently ambiguous by using terms such as ‘(Shopping) Cart’ or ‘Featured Item’ instead. Whilst making sellers intentionally confused as to what the 'Buy Box' is all about, Amazon claims that if sellers pay the monthly subscription of 5390 yen for the Professional Seller Plan, the chances of their items being selected as 'Buy Box' winners greatly increases, although the truth is that the 'Buy Box' will not be provided without having advertising spending or purchasing points from Amazon. For instance, if a seller sells only one original item for which it does not have any competitor, Amazon will not provide the item with the ‘Buy Box’ (Claimant’s Brief 13, p. 21, (3)). Thus, Amazon is giving ‘uncalculated disadvantages’ only to Japanese sellers [Claimant Note: In response to the question: ‘How to be eligible for my items being provided with the ‘Buy Box’?’, Defendant’s Exhibit 3 shows that the Seller Plan must be the ‘Professional Plan’. This means Japanese sellers selling only one item are obliged from the outset to make a contract with the subscription plan.]. Moreover, Amazon impedes the calculation of fair ratings left by consumers by removing low ratings so that rip-off items which make huge advertising

spending, and are thus profitable for Amazon, will not be excluded from the ‘Buy Box’ selection by the algorithm. To choose a particular seller as a ‘Buy Box’ winner whilst removing the ‘Buy Box’ from others means that sellers whose items have not been selected lose sales. Consequently, many sellers are complaining.⁴⁴ Therefore,

⁴⁴ Yahoo! News, Forum for peoples in charge of online shops, What changes were made for running shops on Amazon, Rakuten, Line Yahoo? What changes do you expect? 5 March 2024, 7.31 a.m. [Summary of the evaluations for ‘The Act on Improving Transparency and Fairness of Specified Digital Platforms (the TFDPA)’ by the Japanese Ministry of Economy, Trade and Industry (METI)]
‘In ‘Amazon.co.jp’, whether listed items are provided with the “Buy Box” will significantly influence sales. A person points out his/her concern that an act of sale conducted freely has been restricted as the criteria for the item being chosen as the “Buy Box” by Amazon Japan are necessary to set the cheapest price compared with those on other online shops. The following concerns were raised by Amazon sellers: “Number of sales sharply drops if the price is set such that it is not competitive” and “If the price is judged not to be competitive, the item will not be displayed with the ‘Buy Box (featured item)’. Thus, the catalogue only displays the text “no featured item is available”, which becomes exactly the same as out of stock so we have no choice but to lower the price”.’

In response, Amazon Japan reported to the METI as follows:

‘- Unless the price being set is significantly expensive, sellers can decide at what price to sell the item. For the reason that it is not a competitive price, we will not suspend the listing.

- Although the “Buy Box” will be selected for listed items which are deemed competitive in terms of the selling price and the quality of delivery, we will not ask sellers to implement an excessive price cut or impose any financial burden upon them.’

(<https://news.yahoo.co.jp/articles/3d005593ee60e415e0974151fda8836968d31ed7?> page=1. Last visited on 6 June 2024)

implementation of the ‘Buy Box (featured item)’ was carried out in an ‘unjust manner in the light of normal business practices.’⁴⁵

As stated previously, the Claimant was asked the following question by the presiding judge: ‘You are not saying it is wrong for policy violations to be claimed only against you when other shops are committing policy violations, are you?’ If the difference between the Tabelog lawsuit and the Claimant’s lawsuit is that the judge considers it not worth making a decision as to whether the case is violating the Antimonopoly act based on a single claim made by the Claimant, the Claimant has no choice but to do exactly what the ‘Association of Tabelog’s Victims’ are doing. This is to engage with victims who share the same views as the Claimant by opening a dedicated website, releasing the Briefs written by the Claimant in both Japanese and English to the public, and gathering cases not only from Japan but also from overseas.

The Claimant listens to the BBC World Service. Many years ago, a programme was broadcast featuring a seller on amazon.co.uk who was

⁴⁵ See Footnote 33, pp. 50-53

outraged, saying, 'Before I knew it, Amazon themselves started selling our item when they knew the item is selling well.' Having already been a seller on Amazon herself by this point, the Claimant developed a crisis mentality as she felt it would be something that could happen to her. It became obvious that what the FTC pointed out regarding Amazon's profit-first principle (the comment made by Jeff Bezos to '[a]ccept more defects advertisements' to maximise their profits, and Amazon executives who follow in the footsteps of Bezos with adulation disregard consumers and sellers by saying 'preventing the sellers from discounting elsewhere is a dirty job, but we need to do it') had in fact already been started years ago. The Claimant found it extremely useful to be able to receive such information from abroad, and believes Amazon sellers abroad might also found it useful to do the same.

VII. The reason for the Claimant seeking application of Article 24 of the Antimonopoly Act and the injunction, even though fighting this lawsuit as a pro se legal representation puts the Claimant in an overwhelmingly disadvantageous position.

Other countries, including those in the EU, the regulating authorities of the UK and Italy, and US consumers have successively filed lawsuits against Amazon. However, although the Claimant searched for verdicts in relation to Amazon in Japan, none was found except for a lawsuit brought against the Japanese Government for revocation of the Order for Action (Gyo-U) Case No. 30 in 2018. Although Amazon lost this case, the lawsuit was primarily about criticising the Consumer Affairs Agency (hereinafter called ‘CAA’), which included claiming an abuse of the discretionary power held by the head of the agency. Unlike other countries, a weak spot of Japanese society is that a hierarchy exists which will make it difficult for similar lawsuits against the head of the CAA to be brought in the future. Indeed, no further Order for Action from the CAA has been enacted since this lawsuit.

When the Claimant first received the ‘counterfeit without test buy’ claim from Amazon, she contacted the JFTC to discuss it over the phone. However, the female telephone operator did not even hear the problem the Claimant was facing and simply informed the Claimant that she should contact a lawyer, which was more or less the same answer a chatbot would have given. The Claimant also sent a complaint by filling in the form available on the Digital Platform Consultation Desk run by the Ministry of Economy, Trade and Industry (hereinafter called ‘METI’). However, no follow-up has been forthcoming. Moreover, the website telling people to ‘Get advice from the Digital Platform Consultation Desk run by the METI when you have trouble selling on Amazon’ now displays text stating: ‘Postscript dated 22 February 2024: You should not expect them to help you anymore.’⁴⁶

As a matter of fact, a bureaucrat of the METI made a golden parachute into Amazon Japan. He bragged that, ‘Whenever I come across the

⁴⁶ Naminori’s Joho Hasshin Challenge, ‘Get advice from the Digital Platform Consultation Desk run by the METI when you have trouble selling on Amazon’, 15 May 2024 (<https://naminori-try.com/2022/04/08/jadma/>. Last visited on 6 June 2024)

misunderstanding expressed by some members of Parliament that Amazon has not paid corporate tax, I thoroughly explain Amazon's tax payment status in Japan' He even published an autobiography in which he brazenly boasted⁴⁷ that 'contactless deliveries in Japan would never have been feasible if a government official like me had not been parachuted into Amazon Japan', even though it was obvious that the contactless deliveries being introduced overseas to reduce redeliveries would, sooner or later, also be introduced in Japan, regardless of whether he was working for Amazon Japan.

In 2021, the number of complaints in relation to Amazon Japan had reached approximately 57,000. The Japanese government designated at least one of their bureaucrats in the METI to make a golden parachute into a Big Tech company to investigate whether there was any problem with Big Tech companies based on the Act on Improving Transparency and Fairness of Digital Platforms (TFDPA) enforced in 2021. In

⁴⁷Toyo Keizai ONLINE 'Elite bureaucrat -> Amazon', 'What I had learnt working in Amazon Japan for 15 years, actual state of affairs as a lobbyist, and what would be expected by Amazon Japan', Hiromi Watanabe: Former advisor and the general manager of public relations to Amazon Japan, 26 January 2024, 13.00 (<https://toyokeizai.net/articles/-/729637?page=4>. Last visited on 6 June 2024)

actuality, what the METI conveyed to Amazon were requests for corrective actions only, which simply meant pointing out what the problems were, and these had no enforcing status. The Japanese government, therefore, allows Amazon to voluntarily request improvements⁴⁸ and such a tendency will never be changed no matter how many years have passed⁴⁹.

Exacerbating matters further, on 11 November 2021, the METI gave Amazon the special ‘Excellent Company Award for Product Safety Measure’ in the online marketplace operator’s category and commended them.⁵⁰ Subsequently, a consumer who had been caught in a fire caused by an item purchased from Amazon and filed a lawsuit against them to

⁴⁸ Yomiuri Shinbun online, [Original article] ‘Requesting corrections to Apple and Amazon – the METI prompted them to improve App charges and complaints handling’, 11 November 2022, 5.00 am.

(<https://www.yomiuri.co.jp/economy/20221110-OYT1T50330/>. Last visited on 6 June 2024)

⁴⁹ Kochi Shinbun PLUS + DIGITAL, ‘The METI requested corrections to 6 Big Tech companies for handling complaints and advice’, 5 December 2023, 5.00 a.m.

(<https://www.kochinews.co.jp/article/detail/701932>. Last visited on 6 June 2024)

⁵⁰ METI, ‘List of companies previously awarded the Excellent Company Award for Product Safety Measure’

(https://www.meti.go.jp/shingikai/mono_info_service/digital_platform_monitoring/pdf/2023_006_s01.pdf Last visited on 6 June 2024)

compensate for his loss posted a message on his website expressing fury at the METI for giving such an award to Amazon. Further to this, he sent a letter of inquiry to the Ministry asking for an explanation.⁵¹

Moreover, although the Claimant herself reported Amazon because a brand she sells had been posted as a product recall on their website (the Claimant did not sell the recalled product and found out that another seller actually sold it on Amazon), Amazon took no appropriate measures whatsoever, including informing sellers who might possibly have sold the recalled item to take action (Claimant's Brief 12, p. 25). Thus, the special award could have been a result of the former bureaucrat, who golden-parachuted into Amazon, exerting his influence over the workplace.

Such a friendly relationship is making Amazon conceited and arrogant, as is evident from the document submitted by Amazon at the 6th Monitoring Meeting on the Transparency and Fairness of Digital Platforms held on 19 September 2023. In this document, Amazon

⁵¹ Note, 'Sent an inquiry to the METI – Amazon Japan awarded the Special "Excellent Company Award for Product Safety Measure"'? 22 December 2021, 21.55 (https://note.com/naonori_kato/n/n5abdf77561d0. Last visited on 6 June 2024)

triumphantly stated: ‘The dispute resolution procedures filed/alleged in the last year and resolved by the end of the last year involved 7 cases. Of these, 5 cases were withdrawn by the Amazon sellers themselves and 2 ended in judgments dismissing the claims.’⁵²

At the presentation in the above-mentioned meeting, Amazon responded to the topic of preferential treatment for themselves and related enterprises as follows:

- To maintain customer trust, it is also important for sellers to provide a good purchase experience and to encourage customers to visit their stores on Amazon again.
- As for search results or the mechanism of the ‘Buy Box’, the items which customers want are displayed on top regardless of the items that have been sold by Amazon or sellers.

However, from the allegations stated in this Brief, it is apparent that the

⁵² The 6th Monitoring Meeting on the Transparency and Fairness of Digital Platforms, 19 September 2023, Reference material 1, Reports for the 2022 fiscal year submitted by specified digital platform providers (Excerpt), Amazon Japan G.K., Reference submitted p. 7
(https://www.meti.go.jp/shingikai/mono_info_service/digital_platform_monitoring/pdf/2023_006_02.pdf. Last visited on 6 June 2024)

truth is completely different.

In response to the numerous complaints made against Amazon, if the attitudes of the government and the organisations that should be in charge of regulating them are akin to simply beating the air, no matter how many years pass, the Claimant has no choice but to fight, even if this means a pro se legal representation.

The Claimant learnt a substantial amount about the notions of equality and human rights through her student life in the UK⁵³ and during her

⁵³ In the British university where the Claimant studied, written exams lasting 2-3 hours were required for modules such as Law and Economics. This required her to keep writing answers to questions on a blank booklet whilst scratching out any mistakes. Because the Claimant was unfamiliar with shorthand writing in English, she was overwhelmed by her classmates who wrote things down extremely fast. Moreover, no distinction was made between home students whose first language is English and international students whose first language is not English as the name written on the top corner of the booklet had to be sealed. The grades for several modules were based on such written exams (which take place only once). The Claimant felt that she would be disadvantaged in terms of the quantity of sentences she could produce at her writing speed, regardless of the content. The Claimant researched how international students are treated in their exams in the US and found that international students whose first language is not English are considered disadvantaged compared with home students, so they are given extended exam time. The Claimant talked to the head of the Department about this measure. He replied by saying: 'Such a special measure is not available in the UK'; however, he did not simply dismiss the Claimant's problem. Having spoken to the Chancellor, he made the following suggestion: 'If you feel pressure taking exams in the presence of many students, it is possible to take exams in a small room.' The Claimant thought that if she could eventually graduate with a good degree by taking exams separately from her classmates, her classmates might

work at the Netherlands Embassy.⁵⁴

The most salient issue here is that the Claimant was the victim of a false accusation by Amazon that was not supported by any evidence whatsoever. This was utterly devastating for the Claimant, who was on the receiving end of a declaration by the presiding judge that, ‘I will treat the case as if no claim from the Claimant exists’. Even if this Brief gives the judicial panel an even worse impression and exacerbates her situation, it is as a result of the facts being written; that is, how the Claimant had been treated by the presiding judge. If those challenging Amazon in the future read that the judgement went against the Claimant but find her experience useful in enabling their challenges to be

suspect her of cheating. Therefore, she made every endeavour to write in English as fast as possible. Ultimately, the Claimant graduated with a better grade than some home students and felt extremely grateful that fairness in the UK worked well for both herself and the home students, and for having been offered the suggestion which helped make her mind up as to what she should do.

⁵⁴ Through her work at the Netherlands Embassy, the Claimant could work on an equal footing, unlike Japanese companies or organisations where hierarchical relationships between bosses and subordinates are maintained. The Claimant could also deepen her knowledge of the world by interacting with her overseas colleagues at international conferences, interactions which are continuing to this day. During her time at the Embassy, the Claimant was once made an offer by another Ambassador to work at their embassy; however, she declined as she remains convinced that the Netherlands was the best choice.

successful, she will consider her action to have been of use to society.

VIII. Final considerations

On 5 June 2024, Amazon once again claimed 2 items, which had been registered and sold in the past as ‘Brand: Non-Branded’ and have not been sold since, to be Intellectual Property infringements (Trademark violation). [Claimant Note: At the time of registering the items, a technical support worker from Amazon specifically instructed the Claimant to register them as ‘Non-Branded’ even though they were not, resulting in a significant disadvantage for the Claimant as it became impossible for consumers to search for the brands in question. Later, the Claimant became aware that Amazon was forcing sellers to list brands as ‘Non-Branded’ in order to protect the interests of Brand Registry sellers who were not happy with the existence of parallel imports.]

By contrast, ‘C [REDACTED]’, a Brand Registry seller, is currently selling numerous well-known brand items displaying their own ‘C [REDACTED]’ trademark as ‘Brand: Non-Branded’. Consequently, the Claimant is preparing to submit Brief 15.