

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-001428-255

(Class Action)
SUPERIOR COURT

P. GAUDREAU

Plaintiff

-VS.-

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

and

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

and

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

Defendants

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION & TO
APPOINT THE PLAINTIFF AS REPRESENTATIVE Plaintiff**

(Art. 574 C.C.P and following)

TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT, SITTING
IN AND FOR THE DISTRICT OF MONTREAL, YOUR PLAINTIFF STATES AS
FOLLOWS:

I. GENERAL PRESENTATION

A) The Action

1. The Plaintiff seeks authorization to institute a class action on behalf of the following class, of which he is a member, namely:
 - All persons residing in Quebec who were enrolled in an Amazon Prime subscription without their informed consent and/or who experienced unreasonable obstacles when attempting to cancel their subscriptions, resulting in continued charges beyond their intention, or any other group to be determined by the Court;
2. The Plaintiff alleges that the Defendants engaged in deceptive marketing and unfair commercial practices in violation of the *Consumer Protection Act* (CQLR, c P-40.1), the *Civil Code of Québec*, CQLR c CCQ-1991 and the *Competition Act*, RSC 1985, c C-34 by enrolling consumers in paid subscriptions without clear, informed consent and by designing cancellation processes that made it unreasonably difficult to terminate these memberships;
3. As will be outlined herein, the Plaintiff and Class Members were either:
 - Misled into enrolling in Amazon Prime through ambiguous or deceptive interfaces (e.g., default options, pre-checked boxes, or unclear disclosures during checkout) or
 - Faced unreasonable and deliberately obstructive steps when attempting to cancel their membership;
4. The Defendants' practices have caused widespread harm to consumers, including, but not limited to, unauthorized charges, undue financial loss, and pain and suffering;

B) The Defendants

5. Defendant Amazon.com.ca, ULC, previously known as Amazon.com.ca Inc., ("Amazon Canada") is a Canadian corporation with its head office in Toronto, Ontario. It is the Canadian subsidiary of Defendant Amazon.com, Inc. that conducts business throughout Canada, including within the province of Quebec. It is the registrant of the QST registration number 1201187016, which was registered on April 1, 2002, which gives it the ability to apply, charge, and collect GST and/or QST in Quebec, the whole as appears more fully from a copy of an extract from Revenue Quebec's validation service, produced herein as **Exhibit R-1**;
6. Defendant Amazon Technologies, Inc. ("Amazon Tech") is also a subsidiary of Defendant Amazon.com, Inc. with its head office in Seattle. It is the registrant of the

website www.amazon.ca, the whole as appears more fully from a copy of an extract from the whois website at www.whois.com, produced herein as **Exhibit R-2**;

7. Amazon Tech is the registrant of the following Canadian trade-marks:

- “AMAZON.CA” (TMA597845), which was filed on March 4, 2002,
- “AMAZON PRIME” (TMA815157), which was filed on July 27, 2005,
- “AMAZON PRIME” (TMA905982), which was filed on December 2, 2011;
- “PRIME” (TMA1123891), which was filed on September 27, 2017,

the whole as appears more fully from copies of the trade-marks from the Canadian Intellectual Property Office (CIPO), produced herein *en liasse* as **Exhibit R-3**;

8. Defendant Amazon.com, Inc. (“Amazon USA”) is an American e-commerce corporation, with its head office in Seattle. Amazon.com, Inc. operates globally and acts as the parent company of both Amazon Canada and Amazon Technologies, Inc.;

9. The Defendants operate the www.amazon.ca e-commerce platform and offer the Amazon Prime service to Canadian consumers, including those residing in Quebec;

10. All Defendants will be referred to herein as “Amazon” unless the context indicates otherwise;

11. Given the close ties between the Defendants and considering the preceding, all Defendants are solidarily liable for the acts and omissions of the other;

C) The Situation

I. Amazon Prime and the Practices Related Thereto

12. Amazon is a multinational technology company that operates one of the largest e-commerce platforms in the world. Through its Canadian website, www.amazon.ca, the Defendants offer a wide range of products and services to consumers across Canada, including residents of Quebec;

13. One of Amazon’s most prominent services is Amazon Prime, a subscription-based membership program that offers a variety of benefits for a recurring fee. In Canada, Amazon Prime includes features such as free and expedited shipping on eligible products, access to the Prime Video streaming platform, exclusive member deals, Prime Reading, and other digital services. The subscription is typically billed on a monthly or annual basis and is marketed as a way for regular Amazon customers to save time and money while gaining access to premium content, the whole as

appears more fully from copies of extracts from the Defendants' website www.amazon.ca/amazonprime, produced herein *en liasse* as **Exhibit R-4**;

14. Amazon actively promotes the Prime membership throughout its online storefront, offering either free trials or automatic enrollment during the checkout process;
15. The cancellation process was intentionally complex, involving multiple web pages, misleading prompts, and repeated efforts to dissuade users from terminating their subscription – referred to as “dark patterns” – dark patterns are manipulative design elements that trick users into making decisions they would not otherwise have made, the whole as appears more fully from a copy of the Norwegian Forbrukerradet article entitled “You can log out, but you can never Leave: How Amazon manipulates consumers to keep them subscribed to Amazon” dated January 14, 2021, produced herein as **Exhibit R-5**;
16. For years, Amazon has deliberately made it difficult for Amazon Prime subscribers to cancel their memberships. Pursuant to pressure from the U.S. Federal Trade Commission (the “FTC”), Amazon changed its Prime cancellation process for certain subscribers shortly before an FTC complaint (described below) was filed. Prior to this, however, the primary purpose of the Prime cancellation process was to thwart subscribers, not enable them. Fittingly, Amazon named this process “Iliad”, after Homer’s epic poem about the Trojan War;
17. As a result, many consumers remained enrolled and continued to be charged, even after they believed they had successfully cancelled the service or had intended to do so;
18. The Plaintiff alleges that Amazon’s practices surrounding the enrollment in, and cancellation of, Amazon Prime subscriptions lack transparency and fail to meet the legal standards for informed consent. In particular, consumers may be enrolled in paid memberships without clear and explicit consent and may encounter unreasonable obstacles when attempting to cancel their subscriptions, resulting in continued charges beyond their intention or knowledge;
19. These issues have led to scrutiny from consumer protection advocates and regulatory bodies;

II. The Federal Trade Commission Investigation

20. On January 14, 2021, Public Citizen, the Campaign for a Commercial-Free Childhood, the Center for Digital Democracy, the Center for Economic Justice, the Consumer Federation of America, the Electronic Privacy Information Center, and the United States Public Interest Research Group sent a letter to the FTC to request that the FTC investigate Amazon’s practices and stated the following:

“Amazon Prime’s subscription model is a “roach motel,” where getting in is almost effortless, but escape is an ordeal. The report concludes that

Amazon's practices are designed to unfairly and deceptively undermine the will of the consumer. The practices examined in the report include "forced continuity programs that make it difficult to cancel charges, trick questions to frustrate user choice, and free trials that automatically convert into paid memberships," which violates a consumer's right against being charged for products sold through online negative options without a simple cancellation mechanism."

The whole as appears more fully from a copy of the letter dated January 14, 2021, produced herein as **Exhibit R-6**;

21. On March 14, 2022, Business Insider released an article regarding the progression of the U.S. FTC Complaint, the whole as appears more fully from a copy of the Business Insider article entitled "Internal documents show Amazon has for years knowingly tricked people into signing up for Prime subscriptions. 'We have been deliberately confusing,' former employee says" dated March 14, 2022, produced herein as **Exhibit R-7**;
22. After investigation, on June 21, 2023, the U.S. Federal Trade Commission filed a "Complaint for Permanent Injunction, Civil Penalties, Monetary Relief, and other Equitable Relief" against Amazon.com, Inc. relating to its deliberate practices of: (i) unknowing enrollment in Amazon Prime subscriptions, using manipulative, coercive, or deceptive user-interface designs known as "dark patterns" to trick consumers into enrolling in automatically-renewing Prime subscriptions, and (ii) complicating the cancellation process for Prime subscribers who sought to end their membership. On September 20, 2023, the complaint was amended (the "U.S. FTC Complaint"), the whole as appears more fully from a copy of the redacted "Complaint for Permanent Injunction, Civil Penalties, Monetary Relief, and other Equitable Relief" dated June 21, 2023 and from a copy of the "Amended Complaint for Permanent Injunction, Civil Penalties, Monetary Relief, and other Equitable Relief" dated September 20, 2023, in Court File No. 2:23-cv-00932, produced herein *en liasse* as **Exhibit R-8**;
23. Also on June 21, 2023, Business Insider released an article regarding the U.S. FTC Complaint, the whole as appears more fully from a copy of the Business Insider article entitled "Project Iliad: Amazon used a sneaky tactic to make it harder to quit Prime and cancellations dropped 14%, according to leaked data" dated June 21, 2023, produced herein as **Exhibit R-9**;
24. On May 28, 2024, the United States District Court for the Western District of Washington (the "U.S. Court") denied the defendants' motion to dismiss, the whole as appears more fully from a copy of the Order dated May 28, 2025, in Court File No. 2:23-cv-00932, produced herein as **Exhibit R-10**;
25. On September 25, 2025, after a jury trial, the U.S. Court ordered Amazon and its Senior Vice Presidents to pay a \$1 billion civil penalty, provide \$1.5 billion in refunds

back to consumers harmed by their deceptive Prime enrollment practices, and cease unlawful enrollment and cancellation practices for Prime, the whole as appears more fully from a copy of the “Stipulated Order for Permanent Injunction, Monetary Relief, Civil Penalty Judgment, and Other Relief: dated September 25, 2025, from a copy of the FTC Press Release entitled “ FTC Secures Historic \$2.5 Billion Settlement Against Amazon” dated September 25, 2025, and from a copy of the “Order Apointing FTI Consulting, Inc. as Claims Supervisor” dated October 6, 2025, produced herein *en liasse* as **Exhibit R-11**;

III. Summative Remarks

26. The Defendant presented Class Members with offers for free trials or discounted Prime memberships, but failed to:
 - Clearly disclose all material terms of the membership (e.g., pricing after trial ends);
 - Obtain express, informed consent before charging for paid memberships;
 - Provide a simple and accessible cancellation mechanism, equivalent in ease to the subscription process.
27. Many consumers, including the Plaintiff, were:
 - Automatically enrolled into paid Prime memberships after trial periods without clearly consenting;
 - Unaware that they were being charged until they noticed charges on their bank or credit card statements;
 - Subjected to manipulative website design (so-called “dark patterns”) that obstructed cancellation;
28. The Plaintiff and the Class Members that he seeks to represent have suffered *inter alia* economic damages, they did not receive the benefit of the bargain and are therefore entitled to damages;

II. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PLAINTIFF

29. Sometime over a year ago, the Plaintiff purchased items from Amazon and as a result, became unintentionally and unknowingly subscribed to Amazon Prime;
30. The Plaintiff was unaware of the subscription to Amazon Prime for quite some time – when he became aware of it, he attempted to cancel it;

31. Despite his efforts to cancel the unwanted subscription, he has been unable to do so and is continuing to pay a fee for a service that he never wanted, does not want, and wishes to discontinue;
32. The Plaintiff believes that he has been misled by the Defendants; he never wanted to or even considered using the Amazon Prime at all and has now been stuck in an unwanted subscription for over a year;
33. The Plaintiff's damages are a direct and proximate result of the Defendants' conduct and their unlawful, unfair, misleading, and/or deceptive practices;
34. In consequence of the foregoing, the Plaintiff is justified in claiming damages;

III. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE CLASS

35. By reason of Amazon's unlawful conduct, the Plaintiff and Class Members have suffered a prejudice, which they wish to claim;
36. The Class Members were induced into error by the Defendants' deceptive actions;
37. Had the Defendants used acceptable business practices to market and sell Amazon Prime, Class Members would not have been unwittingly subscribed to the service and would not have been forced to remain subscribed to the service;
38. In consequence of the foregoing, each member of the Class is justified in claiming at least one or more of the following as damages:
 - a. The price paid for the Amazon Prime subscription;
 - b. Punitive damages;
39. The Defendants engaged in wrongful conduct, while at the same time obtaining, under false pretences, significant sums of money from Class Members;
40. All of these damages to the Class Members are a direct and proximate result of the Defendants' conduct and their unlawful, unfair, misleading, and/or deceptive practices;

IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

- A) The composition of the Class makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings
41. The Plaintiff is not privy to the specific number of persons who have been enrolled Amazon Prime without informed consent and/or who were unable to cancel their subscriptions; however, given that Amazon is a very popular and well-known

service, it is safe to estimate that it is in the hundreds of thousands. Further, the Defendants' database(s) could easily establish the number of Class Members and even all of those Class Members' exact coordinates;

42. Class Members are numerous and are scattered across the entire province of Quebec and country;
43. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Defendants. Even if the Class Members themselves could afford such individual litigation, it would place an unjustifiable burden on the courts and, at the very least, is not in the interests of judicial economy. Furthermore, individual litigation of the factual and legal issues raised by the conduct of the Defendants would increase delay and expense to all parties and to the court system;
44. This class action overcomes the dilemma inherent in an individual action whereby the legal fees alone would deter recovery and thereby in empowering the consumer, it realizes both individual and social justice as well as rectifies the imbalance and restore the parties to parity;
45. Also, a multitude of actions instituted in different judicial districts, risks having contradictory judgments on questions of fact and law that are similar or related to all members of the Class;
46. These facts demonstrate that it would be impractical, if not impossible, to contact each and every member of the Class to obtain mandates and to join them together in one action;
47. In these circumstances, a class action is the only appropriate procedure and the only viable means for all of the members of the Class to effectively pursue their respective rights and have access to justice;

B) The claims of the members of the Class raise identical, similar or related issues of law or fact

48. All Class Members were subjected to the same deceptive actions;
49. Individual issues, if any, pale by comparison to the common issues that are significant to the outcome of the litigation;
50. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely, the Defendants' misconduct;
51. The claims of the members raise identical, similar or related issues of fact or law, namely:

- a) Did the Defendants engage in unlawful practices through their conduct regarding their Amazon Prime subscription process?
 - b) Did the Defendants' practices with respect to the Amazon Prime subscriptions violate the *Consumer Protection Act*, the *C.C.Q.*, the *Competition Act*, and or other relevant legislation?
 - c) Are the Defendants liable to the Class Members for reimbursement of the amounts that they paid for their Amazon Prime subscriptions without their consent as a result of these practices?
 - d) Should an injunctive remedy be ordered to prohibit the Defendants from continuing to perpetrate their unlawful, unfair, misleading, and/or deceptive practices?
 - e) Are the Defendants responsible to pay punitive damages to Class Members and in what amount?
52. The interests of justice favour that this application be granted in accordance with its conclusions;

V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

53. The action that the Plaintiff wishes to institute on behalf of the members of the Class is an action in damages, injunctive relief, and a declaratory judgment;
54. The conclusions that the Plaintiff wishes to introduce by way of an application to institute proceedings are:

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

ORDER the Defendants to cease from their unlawful conduct with respect to the Amazon Prime subscriptions;

ORDER the Defendants to allow Class Members that wish to cease their Amazon Prime Subscriptions to do so without difficulty;

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

CONDEMN the Defendants to pay punitive damages to each of the members of the Class, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

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

CONDEMN the Defendants to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

A) The Plaintiff requests that he be designated as representative of the Class

55. The Plaintiff is a member of the Class;
56. The Plaintiff is ready and available to manage and direct the present action in the interest of the members of the Class that he wishes to represent and is determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the Class, as well as, to dedicate the time necessary for the present action before the Courts and the *Fonds d'aide aux actions collectives*, as the case may be, and to collaborate with his attorneys;
57. The Plaintiff has the capacity and interest to fairly, properly, and adequately protect and represent the interest of the members of the Class;
58. The Plaintiff is informed, credible, and has a personal interest in the case. The Plaintiff understands the nature of the legal proceedings and is committed to pursuing this action diligently;
59. The Plaintiff has given the mandate to his attorneys to obtain all relevant information with respect to the present action and intends to keep informed of all developments;
60. The Plaintiff, with the assistance of his attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other members of the Class and to keep them informed;
61. The Plaintiff has given instructions to his attorneys to put information about this class action on their website and to collect the coordinates of those Class Members that wish to be kept informed and participate in any resolution of the present matter, the whole as will be shown at the authorization hearing;
62. The Plaintiff is in good faith and has instituted this action for the sole goal of having his rights, as well as the rights of other Class Members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of the Defendants' conduct;
63. The Plaintiff understands the nature of the action;

64. The Plaintiff's interests do not conflict with the interests of other Class Members and further, the Plaintiff has no interest that is antagonistic to those of other members of the Class;
 65. The Plaintiff is prepared to be examined out-of-court on his allegations (as may be authorized by the Court) and to be present for Court hearings, as may be required and necessary;
 66. The Plaintiff has spent time researching this issue on the internet and meeting with his attorneys to prepare this file. In so doing, he is convinced that the problem is widespread;
- B) The Plaintiff suggests that this class action be exercised before the Superior Court of Justice in the district of Montreal
67. A great number of the members of the Class reside in the judicial district of Montreal and in the appeal district of Montreal;
 68. The Plaintiff's attorneys practice their profession in the judicial district of Montreal;
 69. The present application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an application to institute proceedings in damages, injunctive relief, and declaratory relief;

APPOINT the Plaintiff as representative of the persons included in the Class herein described as:

- All persons residing in Quebec who were enrolled in an Amazon Prime subscription without their informed consent and/or who experienced unreasonable obstacles when attempting to cancel their subscriptions, resulting in continued charges beyond their intention, or any other group to be determined by the Court;

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

- a) Did the Defendants engage in unlawful practices through their conduct regarding their Amazon Prime subscription process?
- b) Did the Defendants' practices with respect to the Amazon Prime subscriptions violate the *Consumer Protection Act*, the *C.C.Q.*, the *Competition Act*, and or other relevant legislation?

- c) Are the Defendants liable to the Class Members for reimbursement of the amounts that they paid for their Amazon Prime subscriptions without their consent as a result of these practices?
- d) Should an injunctive remedy be ordered to prohibit the Defendants from continuing to perpetrate their unlawful, unfair, misleading, and/or deceptive practices?
- e) Are the Defendants responsible to pay punitive damages to Class Members and in what amount?

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

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

ORDER the Defendants to cease from their unlawful conduct with respect to the Amazon Prime subscriptions;

ORDER the Defendants to allow Class Members that wish to cease their Amazon Prime Subscriptions to do so without difficulty;

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

CONDEMN the Defendants to pay punitive damages to each of the members of the Class, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

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

CONDEMN the Defendants to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

DECLARE that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

FIX the delay of exclusion at thirty (30) days from the date of the publication of the notice to the Class Members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

ORDER the publication of a notice to the members of the group in accordance with article 579 C.C.P. within sixty (60) days from the judgment to be rendered herein in *La Presse+*, the Montreal Gazette, *Le Soleil*, *Le Journal de Montréal*, and *le Journal de Québec*;

ORDER that said notice be available on the Defendants' website(s), as well as their Facebook page(s) and other social media accounts with a link stating "Notice to Amazon Prime subscribers";

RENDER any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;

THE WHOLE with costs, including all publication and dissemination fees.

Montreal, October 10, 2025

(s) Andrea Grass

ACTIS LAW GROUP INC.
Per: Me Andrea Grass
Attorneys for the Plaintiff

ACTIS LAW GROUP INC.
500 Place d'Armes, Suite 1800
Montreal, Quebec, H2Y 2W2
Telephone: (514) 495-5249
Fax: (514) 907-0786
Email: agrass@actislaw.org