

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Class Actions)

NO: 500-06-001395-256

NADLER, domiciled at [REDACTED]
[REDACTED]

Applicant

v.

TASKRABBIT, INC., legal person having an establishment at 1055 Dunsmuir Street, Suite 3000, Vancouver, British Columbia, V7X 1K8

and

TASKRABBIT CANADA OPERATIONS, INC., legal person having an establishment at 1055 Dunsmuir Street, Suite 3000, Vancouver, British Columbia, V7X 1K8

Defendants

AMENDED APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION
(ARTICLES 571 AND FOLLOWING C.C.P.)

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE APPLICANT STATES:

I. GENERAL PRESENTATION

1. Applicant wishes to institute a class action on behalf of the following classes:

Class:	Groupe :
All consumers in <u>Quebec</u> , who, since July 14, 2022, made a booking using TaskRabbit's mobile application or website and who paid a price higher than the price initially advertised by TaskRabbit at the first step (excluding the taxes);	Tous les consommateurs au <u>Québec</u> , qui, depuis le 14 juillet 2022, ont effectué une réservation en utilisant l'application mobile ou le site web de TaskRabbit et qui ont payé un prix supérieur au prix initialement

(hereinafter the “ Class ”)	annoncé par TaskRabbit lors de la première étape (à l’exception des taxes); (ci-après le « Groupe »)
Subclass: All consumers in <u>Quebec</u> , who, since July 14, 2022, made a booking using TaskRabbit’s mobile application or website and were charged for travel time. (hereinafter the “ Subclass ”)	Sous-groupe : Tous les consommateurs au <u>Québec</u> qui, depuis le 14 juillet 2022, ont effectué une réservation en utilisant l’application mobile ou le site web de TaskRabbit et ont été facturés pour le temps de déplacement. (ci-après le « Sous-groupe »)

- TaskRabbit engages in the illegal practice of “*drip-pricing*”, by displaying a lower price at the first few steps of its purchase process, but then deceptively adding on what it calls a “**Trust & Support Fee**” – which is a mandatory fee. This hidden (and mandatory) fee is nothing but an additional service fee. In fact, up until very recently TaskRabbit described the same mandatory fee as the “**TaskRabbit Service Fee**”;
- TaskRabbit also engages in the illegal practice – which violates its own policies and terms of use – of charging for its taskers’ travel time;
- In its Bulletin titled “*The Deceptive Marketing Practices Digest*”, of June 10, 2015, the Competition Bureau referred to a common problem in digital commerce to which consumers fall prey, known as “*drip-pricing*”, as it appears from **Exhibit P-1**:

Another growing problem in the digital economy is the tendency of some advertisers to trumpet a very appealing price for a product, **while concealing the true total cost**. In one common technique, referred to as “**drip-pricing**”, advertisers offer an attractive price for a good or service, but consumers who respond to the representation discover that unexpected additional costs are added to the prominently advertised price. **The true total cost may only be revealed after the consumer has initially responded to the advertisement.** [...]

There is a significant body of research that shows that hiding or obscuring costs significantly affects consumers’ ability to make well informed decisions, and has a negative impact on the proper functioning of the marketplace. The international consumer protection community, through the Committee on Consumer Policy of the Organization for Economic Cooperation and Development (OECD), has identified similar concerns.

- Since the above publication, the *Competition Act* was amended to include a specific provision (s. 74.01(1.1)) to explicitly prohibit drip pricing (which was always covered under ss. 52 and 54). Additionally, the Bureau conducted investigations and took

enforcement actions for drip-pricing against several large corporations such as Ticketmaster, StubHub, DoorDash, SiriusXM and Cineplex, as it appears *en liasse* from **Exhibit P-2** (it obtained a \$39 million judgment by the Competition Tribunal against Cineplex, currently in appeal: *Cineplex - Reasons for Order and Order*, 2024 CanLII 93716 (CT));

6. In a May 15, 2024, publication on its website titled “*The ambush of hidden fees*”, the Competition Bureau provides the following examples of hidden fees that qualify as drip-pricing, Applicant disclosing **Exhibit P-3**:

“Saving money can be challenging these days. Especially when you are buying something you need, only to find that additional fees were tacked on.

Some companies offer low prices to attract consumers, **but then add mandatory fees so that the prices are not attainable**. The mandatory fees can include:

- processing fees
- booking fees
- cleaning fees
- administrative fees

This practice is called drip pricing and is against the law unless the additional fixed charges or fees are imposed by the government, such as sales tax.

If that charge or fee is variable rather than being fixed, it could still raise concerns under the law.

Misleading claims like drip pricing only serve to deceive and harm consumers. They make it difficult to comparison shop and can lead you to make uninformed decisions.”

7. In Quebec there is no debate that drip-pricing is illegal and that it is illegal for a merchant to fragment mandatory fees from the initially advertised price. Section 224 CPA stipulates the following:

224. No merchant, manufacturer or advertiser may, by any means whatever,

[...]

(c) charge, for goods or services, a higher price than that advertised.

For the purposes of subparagraph c of the first paragraph, the price advertised must include the total amount the consumer must pay for the goods or services. However, the price advertised need not include the Québec sales tax or the Goods and Services Tax. More emphasis must be put on the price advertised than on the amounts of which the price is made up.

8. Therefore, merchants cannot display or advertise fragmented prices, whether in an advertisement in a print or electronic media outlet, or on an informational or transactional website, and then add charges that were until then unknown, without violating paragraph (c) of section 224 of the *CPA*;
9. During the Class Period, the Defendants (collectively “**TaskRabbit**”) violate paragraph (c) of section 224 of the *CPA* and sections 52, 52.01(4.1), 52(1.3), 54 and 74.01(1.1) of the *Competition Act*, by unlawfully charging Class members a higher price than the one they advertise or display at the first step (in addition to charging a “travel” fee contrary to their own policies and undertakings);
10. This class action seeks the reimbursement of the amounts that the **Class** members paid when booking on TaskRabbit that were not included in the advertised price at the first step (excluding sales taxes and duties chargeable under any federal or provincial Act where, under that Act, such duties must be charged directly to the consumer to be remitted to a public authority, as well as optional charges).
11. This class action also seeks the reimbursement of the amounts that the **Subclass** were illegally charged on account of “travel” time;

II. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION (s 575 C.C.P.):

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT:

12. Applicant is a consumer within the meaning of the *CPA* and the *Competition Act*;
13. TaskRabbit is a company that advertises itself as the assembly service provider for IKEA (it appears that IKEA owns TaskRabbit). On its website, TaskRabbit states “*IKEA has partnered with Taskrabbit for convenient and easy assembly help. Taskrabbit connects you with a network of trusted Taskers to help you with your everyday home projects*”, Applicant communicating **Exhibit P-4**;
14. TaskRabbit operates the TaskRabbit website and mobile application. Applicant communicates their Terms of Service as **Exhibit P-5**;
15. TaskRabbit’s online presence enables it to enter into distance contracts with consumers and thus carry on business in the province of Quebec and Canada. TaskRabbit is a merchant within the meaning of the *CPA* and its activities are governed by this legislation, among others;
16. As a result of its online presence, TaskRabbit generates substantial revenues in

Quebec and Canada, a portion of which is generated unlawfully using drip-pricing tactics, as illustrated by the Applicant's experience – which is systemic – in the following paragraphs;

Applicant's personal experience

17. On July 10, 2025, Applicant was looking for help to adjust doors on an IKEA unit (Besta console pieces) at his house. Having used TaskRabbit's services in the past, which was safe and effective, he decided to use them again for this task;
18. Applicant used TaskRabbit's mobile application and selected a tasker named "Hikmat R." at the advertised price of **\$60.31 per hour**, as it appears from a simulation done by the Applicant on the same day as his booking, and the screenshots communicated *en liasse* as **Exhibit P-6**:

Image #1

 Tasker Profile 



Hikmat R.

★ 4.9 (219 reviews)
683 overall jobs



 Vehicles: Car
 Tools: Ladder, Power drill
[View all](#)

Hikmat can help you with:

Furniture Assembly
\$60.31/hr • ★ 4.6 (11 reviews) 

Image #3

Ratings & reviews

 Furniture Assembly

★ 4.6 (11 ratings)

5 star		91%
4 star		0%
3 star		0%
2 star		0%
1 star		9%

\$60.31/hr

Select

Image #2

Skills & experience

I am an experienced furniture assembly expert, skilled in assembling a wide range of products from living room furniture to kitchen systems. With a strong attention to detail and in-depth knowledge of kind of furniture, assembly techniques, I deliver high-quality, secure results. Whether working independently or in a team, I provide fast, reliable, and professional service, always ensuring customer satisfaction

Photos



\$60.31/hr

Select

19. As it appears from the screenshots reproduced above (Exhibit P-6), at the first few

steps, TaskRabbit only advertises a price of \$60.31 per hour, at certainly makes no mention whatsoever of a fee for “travel”;

20. However, TaskRabbit also charges a mandatory fee (whose description has evolved throughout the Class Period but which is effectively the same thing) now called the “*Trust & Support Fee*”, as it appears from the Applicant’s receipt communicated as **Exhibit P-7**;
21. On its website, TaskRabbit admits that its “**Trust & Support Fee**” is a mandatory fee that applies to “*all invoices*”, Applicant communicating **Exhibit P-8**:

What's the Taskrabbit Trust & Support Fee?

Taskrabbit applies a Trust & Support fee to all invoices. Expenses and reimbursements are **not** subject to this fee. You'll see this fee as a separate item on your receipt once the task is complete.

This fee helps to support:

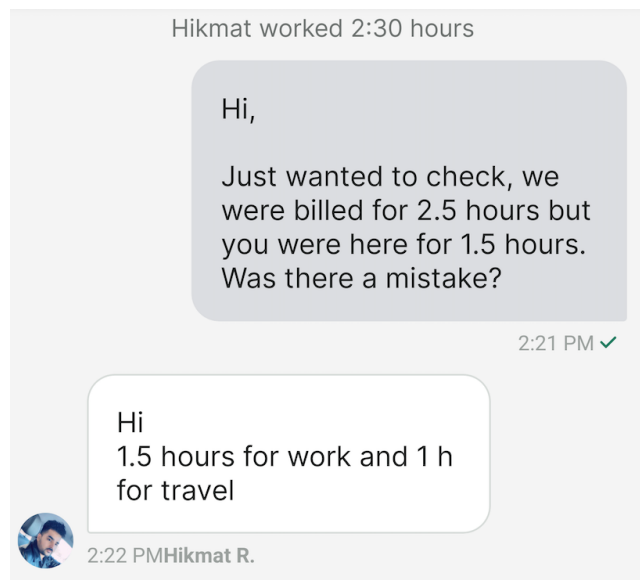
- [The Taskrabbit Happiness Pledge.](#)
- Operational and safety measures to protect users.
- Investment in our Customer Support Team.
- Tools, team training, and channels to support you in getting your task completed.

Don't worry—the Trust & Support fee doesn't affect what a Tasker is paid.

22. On July 10, 2025, the tasker arrived to the Applicant’s house at **12:05 p.m.**, performed the work, and left at **1:29 p.m.** (i.e. within less than 1.5 hours), as it appears from the video surveillance system screenshots communicated as **Exhibit P-9**;
23. To the Applicant’s surprise, TaskRabbit charged his credit card \$184.31, as it appears from a screenshot of the charge to the Applicant’s credit card communicated as **Exhibit P-10** (it is important to emphasize that the entire amount of \$184.31 was paid directly to “TaskRabbit”);
24. This amount of \$184.31 came as a surprise to the Applicant because $\$60.31 \times 2 \text{ hours} = \120.62 (plus GST and QST = \$138.68). However, TaskRabbit charged for **2.5 hours** (the tasker later told the Applicant he charges for his travel time as shown in **Exhibit P-11** reproduced below) – which was never disclosed and not mentioned anywhere, and therefore contrary to section 12 CPA) plus an **additional 17%** or so on account of the mandatory “Trust & Support Fee” (see Applicant’s receipt, Exhibit P-7);
25. Since the “Trust & Support Fee” of approximately 17% is a mandatory fee and not

optional, TaskRabbit should have factored it into the price it advertised at the first step (i.e. added the 17% fee to the \$60.31 per hour advertised, so that the consumer is informed – at the first step – of the real price he or she must pay);

26. Of course, TaskRabbit had no legal or contractual right to charge the Applicant for the tasker's travel time pursuant to section 12 CPA, and also pursuant to its own policies that stipulate: "*Taskers may not separately expense Clients for recurring costs including, but not limited to: **travel**, gas, vehicle use, and vehicle maintenance...*", Applicant disclosing the policy as **Exhibit P-12**;
27. And yet, the Applicant's tasker admitted to him in writing that he charged 1 hour "for travel", as it appears from the chat transcript (Exhibit P-11):



28. It is worth noting that the top of the transcript reproduced above (from the TaskRabbit app) states that "Hikmat worked 2:30 hours" which is not true as per Hikmat himself who states "**1.5 hours for work and 1 h for travel**";
29. TaskRabbit thus unlawfully charged Applicant \$60.31 **plus** the 17% Trust & Support Fee, **plus** taxes;
30. By charging the Applicant in the way described in the preceding paragraphs, TaskRabbit violates both sections 12 and 224(c) CPA and the *Competition Act*;
31. Applicant has suffered ascertainable loss as a result of TaskRabbit's misconduct and failure to comply with the law, notably the overpayment in the amount of **\$81.13** (on its website TaskRabbit boasts that it has served millions of customers);
32. Applicant's damages are a direct and proximate result of TaskRabbit's misconduct;
33. A sufficient nexus exists between the lower price advertised by TaskRabbit at the first step and the services chosen by the Applicant. By advertising its tasker's rates

at a lower price at the first step, TaskRabbit is capable of influencing a consumer's behavior with respect to the formation of the contract;

34. Notwithstanding the paragraph above, given that the *CPA* creates a prohibition on advertising an incomplete or fragmented price, the issue of whether there was a violation of 224 c) must be addressed objectively, and there is no reason to assess whether the Applicant and Class members understood the various elements of the actual price or even whether they were misled. It is thus irrelevant to consider whether a consumer, even a credulous and inexperienced one, would have understood that TaskRabbit adds about 17% more than the price advertised for "all invoices" (see Exhibit P-8);

Applicant's claim for punitive damages (ss. 12, 224(c) and 272 CPA)

35. TaskRabbit entices Class members to contract with them by advertising prices that in reality are approximately 17% less than what they will ultimately charge Class members. TaskRabbit also misleads consumers into believing they will not be charged for travel time;
36. There is no doubt that TaskRabbit does this intentionally because it could easily show an "all-in" price at the first step;
37. There is also no doubt that TaskRabbit is aware – or ought to be aware – that its taskers are charging for travel time (contrary to the law and to its own policies) because the tasker notifies TaskRabbit when he/she starts that tasks and finishes it (so that TaskRabbit can issue the full invoice);
- 37.1 Applicant communicates a La Presse article titled "*Quand un spécialiste de l'assemblage monte votre meuble à l'envers*" as **Exhibit P-14**. This article confirms that some of TaskRabbit's illegal billing practices have been widespread and publicly known since several years;
38. TaskRabbit's overall conduct before and during the violation is lax, careless, passive and ignorant with respect to consumers' rights and to their own obligations and policies;
39. TaskRabbit's disregard for consumers' rights and to their own obligations under the *CPA* is in and of itself an important reason for this Court to enforce measures that will punish TaskRabbit, as well as deter and dissuade other entities – both local and foreign - from engaging in similar reprehensible conduct to the detriment of consumers;
40. Even if TaskRabbit modifies its practice after the filing of the present application – which it certainly will –, Applicant is still justified in claiming punitive damages for a serious and obvious breach of the *CPA* (and of the *Competition Act*);
41. The punitive damages provided for in section 272 *CPA* have a preventive objective, that is to discourage the repetition of such undesirable conduct (and not to give a

free pass to merchants who comply with the law only once they get caught acting illegally);

42. In these circumstances, Applicant's claim for \$100.00 per Class member for punitive damages against TaskRabbit is justified (TaskRabbit's patrimonial situation is significant enough that the foregoing amount of punitive damages is appropriate in the circumstance);

B) THE COMMON QUESTIONS

43. By reason of TaskRabbit's unlawful conduct, the Applicant and Class members have suffered a prejudice (and are legally presumed to have suffered a prejudice), which they wish to claim, every time Class members completed a transaction on TaskRabbit;
44. To demonstrate that TaskRabbit's violations are systemic, Applicant communicates a simulation of each step of the booking process on TaskRabbit as **Exhibit P-13**;
45. The questions of fact and law raised and the recourse sought by this Application are identical with respect to each member of the Class, namely:
 - a) Is TaskRabbit violating sections 12 and/or 224(c) *CPA*?
 - b) Is TaskRabbit violating the *Competition Act*?
 - c) Are Class members entitled to compensation and in what amount?
 - d) Are Class members entitled to punitive damages and in what amount?
 - e) Should an injunctive remedy be ordered to prohibit TaskRabbit from continuing to perpetrate the unfair, deceitful and illegal practice?

C) THE COMPOSITION OF THE CLASS

46. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings;
47. On its website, TaskRabbit boasts that serving millions of customers (next to a logo of the Canadian maple leaf and the words "book local");
48. The number of persons included in the Class is modestly estimated in tens of thousands during the Class Period;
49. The names and addresses of all persons included in the Class are not known to the Applicant, however, are in the possession of TaskRabbit since an email address must be provided in order to make a booking and to receive the receipt;
50. Class members are very numerous and are dispersed across the province and

Canada. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class member to obtain mandates and to join them in one action;

51. In these circumstances, a class action is the only appropriate procedure for all of the members of the Class to effectively pursue their respective rights and have access to justice without overburdening the court system;

D) ADEQUATE REPRESENTATIVE

52. Applicant requests that he be appointed the status of representative plaintiff for the following main reasons:

- a) He is a member of the Class and has a personal interest in seeking the conclusions that he proposes herein;
- b) He is competent, in that he has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
- c) His interests are not antagonistic to those of other Class members;

53. Additionally, Applicant respectfully adds that:

- a) He contacted and mandated his attorneys to file the present application for the sole purpose 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 TaskRabbit's faults and so that TaskRabbit can be held accountable;
- b) He has the time, energy, will and determination to assume all the responsibilities incumbent upon him in order to diligently carry out the action;
- c) He cooperates and will continue to fully cooperate with his attorneys, who have experience in consumer protection-related class actions;
- d) He has read this Application prior to its court filing and reviewed the exhibits in support thereof;
- e) He understands the nature of the action.

III. DAMAGES

54. During the Class Period, it appears that TaskRabbit has generated aggregate amounts in the millions of dollars while intentionally choosing to ignore the law in Quebec;
55. TaskRabbit must be held accountable for the breach of obligations imposed on it by consumer protection legislation in Quebec and Canada, including:

a) Quebec's *Consumer Protection Act*, notably sections 12 and 224(c) *CPA*; and

b) The *Competition Act*.

56. In light of the foregoing, the following damages may be claimed against TaskRabbit:

a) compensatory damages, in an amount to be determined, on account of the damages suffered (or a partial refund); and

b) punitive damages, in an amount \$100.00 per Class member, for the breach of obligations imposed on TaskRabbit pursuant to s. 272 *CPA*.

IV. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

57. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages (or partial reimbursement), with injunctive relief;

58. The conclusions that the Applicant wishes to introduce by way of an originating application are:

1. **ALLOW** the class action of the Plaintiff and the members of the Class against the Defendants;
2. **ORDER** the Defendants to cease charging consumers a higher price than which it advertises at the first step and to cease charging for travel time;
3. **CONDEMN** the Defendants, solidarily, to pay the Plaintiff and each Class member the amounts that they paid to make their booking that were not included in the price advertised at the first step (excluding sales taxes, duties and optional fees);
4. **CONDEMN** the Defendants, solidarily, to pay the Plaintiff and each Class member the amounts that they paid on account of "travel";
5. **CONDEMN** the Defendants, solidarily, to pay Plaintiff and each Class member the amount of \$100.00, subject to adjustment, in punitive damages;
6. **CONDEMN** the Defendants, solidarily, to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action;
7. **ORDER** that all of the above condemnations be subject to collective recovery;
8. **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;
9. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

10. CONDEMN the Defendants, solidarily, to bear the costs of the present action including the cost of exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders.

V. JURISDICTION

59. The Applicant requests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal, because he is a consumer and resides in this district.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **AUTHORIZE** the bringing of a class action in the form of an originating application in damages (or reimbursement) and injunctive relief;
2. **APPOINT** the Applicant the status of representative plaintiff of the persons included in the Class herein described as:

Class: All consumers in <u>Quebec</u>, who, since July 14, 2022, made a booking using TaskRabbit's mobile application or website and who paid a price higher than the price initially advertised by TaskRabbit at the first step (excluding the taxes); (hereinafter the "Class")	Groupe : Tous les consommateurs au <u>Québec</u>, qui, depuis le 14 juillet 2022, ont effectué une réservation en utilisant l'application mobile ou le site web de TaskRabbit et qui ont payé un prix supérieur au prix initialement annoncé par TaskRabbit lors de la première étape (à l'exception des taxes); (ci-après le « Groupe »)
Subclass: All consumers in <u>Quebec</u>, who, since July 14, 2022, made a booking using TaskRabbit's mobile application or website and were charged for travel time. (hereinafter the "Subclass")	Sous-groupe : Tous les consommateurs au <u>Québec</u> qui, depuis le 14 juillet 2022, ont effectué une réservation en utilisant l'application mobile ou le site web de TaskRabbit et ont été facturés pour le temps de déplacement. (ci-après le « Sous-groupe »)

3. **IDENTIFY** the principle questions of fact and law to be treated collectively as the following:

- a) Is TaskRabbit violating sections 12 and/or 224(c) *CPA*?
- b) Is TaskRabbit violating the *Competition Act*?

- c) Are Class members entitled to compensation and in what amount?
- d) Are Class members entitled to punitive damages and in what amount?
- e) Should an injunctive remedy be ordered to prohibit TaskRabbit from continuing to perpetrate the unfair, deceitful and illegal practice?

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

1. **ALLOW** the class action of the Plaintiff and the members of the Class against the Defendants;
2. **ORDER** the Defendants to cease charging consumers a higher price than which it advertises at the first step and to cease charging for travel time;
3. **CONDEMN** the Defendants, solidarily, to pay the Plaintiff and each Class member the amounts that they paid to make their booking that were not included in the price advertised at the first step (excluding sales taxes, duties and optional fees);
4. **CONDEMN** the Defendants, solidarily, to pay the Plaintiff and each Class member the amounts that they paid on account of "travel";
5. **CONDEMN** the Defendants, solidarily, to pay Plaintiff and each Class member the amount of \$100.00, subject to adjustment, in punitive damages;
6. **CONDEMN** the Defendants, solidarily, to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action;
7. **ORDER** that all of the above condemnations be subject to collective recovery;
8. **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;
9. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
10. **CONDEMN** the Defendants, solidarily, to bear the costs of the present action including the cost of exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts

required to establish the amount of the collective recovery orders;

5. **ORDER** the publication of a notice to the class members in accordance with article 579 C.C.P., pursuant to a further order of the Court, and **ORDER** the Defendants to pay for said publication costs;
6. **FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the 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 and **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;
7. **THE WHOLE** with costs including publication fees.

Montreal, August 28, 2025

(s) LPC Avocats

LPC AVOCATS

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