

CANADA  
 PROVINCE OF QUEBEC  
 DISTRICT OF MONTREAL  
 NO: 500-06-001428-255

(Class Action)  
 SUPERIOR COURT

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**P. GAUDREAU**  
 and  
**L. GAGNON**

*Plaintiffs*

-vs.-

**AMAZON.COM.CA, ULC**  
 and  
**AMAZON TECHNOLOGIES, INC.**  
 and  
**AMAZON.COM, INC.**

*Defendants*

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**AMENDED APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION  
 & TO APPOINT THE PLAINTIFFS AS REPRESENTATIVE PLAINTIFFS**  
 (Art. 574 C.C.P and following)

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

**I. GENERAL PRESENTATION**

**A) The Action**

1. The Plaintiffs seek authorization to institute a class action on behalf of the following class, of which they are members, namely:
  - All persons residing in Quebec who were enrolled in and who were charged for 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 Plaintiffs allege 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 Plaintiffs and Class Members were either:
  - Misled into enrolling in Amazon Prime through ambiguous or deceptive user interfaces (e.g., default options, pre-checked boxes, or unclear disclosures during checkout) designed to trick users into Amazon Prime subscriptions (“non-consensual enrollment”) or
  - Faced unreasonable, and deliberately obstructive steps as well as confusing options and offers to stay subscribed when attempting to cancel their membership;
- 3.1 Amazon executives were aware of these deceptive practices and sophisticated subscription traps, but did not meaningfully address them until, the U.S. Federal Trade Commission (the “FTC”) investigation began, as will be outlined below;
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](http://www.amazon.ca), the whole as appears more fully from a copy of an extract from the whois website at [www.whois.com](http://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](http://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 Defendants’ Practices Related Thereto

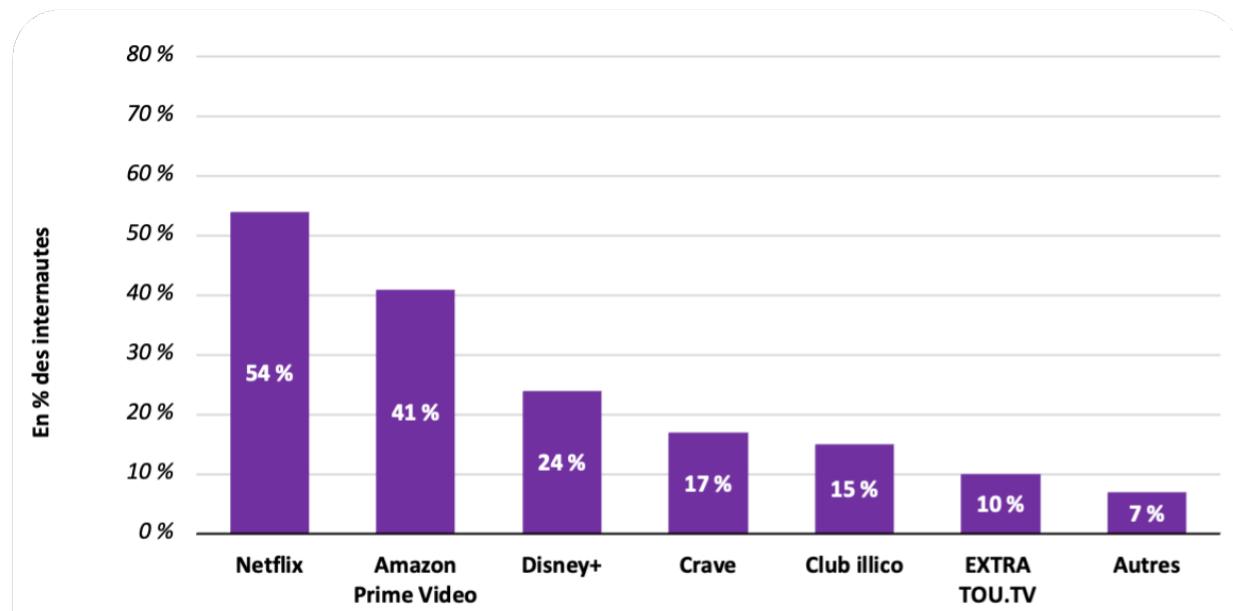
12. Amazon is a multinational technology company that operates one of the largest e-commerce platforms in the world. Through its Canadian website, [www.amazon.ca](http://www.amazon.ca), the Defendants offer a wide range of products and services to consumers across Canada, including residents of Quebec;
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](http://www.amazon.ca/amazonprime), produced herein *en liasse* as **Exhibit R-4**;

13.1 In Canada, since early 2022, an Amazon Prime subscription has been a \$99.00 annual fee or \$9.99 monthly fee plus applicable taxes (Exhibit R-4). Prior to this,

the annual fee for Amazon Prime was \$79.00 per year plus applicable taxes, the whole as appears more fully from a copy of extracts from the Defendants' website [www.amazon.ca](http://www.amazon.ca) dated April 27, 2018, December 7, 2018, March 20, 2022, and April 10, 2022, produced herein *en liaison* as **Exhibit R-12**;

13.2 There are approximately 7.5 million Amazon Prime subscribers in Canada, the whole as appears more fully from a copy of an extract from the Flix Patrol website [flixpatrol.com](http://flixpatrol.com), produced herein as **Exhibit R-13**;

13.3 In Quebec, the percentage of households that are subscribed to a paid online video service has grown over the past 10 years with Amazon Prime Video being the second most popular service (after Netflix):



Proportion of Quebec internet users subscribed to paid online video services in 2024

The whole as appears more fully from a copy of the *Centre d'études sur les media* article entitled "La vidéo en ligne" dated September 2025 and from a copy of the *Journal de Montréal* article entitled "De plus en plus de Québécois s'abonnent aux plateformes payantes de vidéo en ligne" dated January 26, 2023, produced herein *en liaison* as **Exhibit R-14**;

13.4 Amazon Prime Video's subscription rate in Quebec increased from 29% of households in 2021 to 34% in 2022; it is the platform that has recorded the strongest growth since 2019 (Exhibit R-14);

13.5 Amazon Prime was launched in Canada on or around January 8, 2013, the whole as appears more fully from a copy of an article from the Defendants' website [www.aboutamazon.ca](http://www.aboutamazon.ca) entitled "Amazon Canada is delivering its largest selection of products to Canada Prime members at the fastest speeds ever" dated October

30, 2023, from a copy the Tech Crunch article entitled “Amazon Prime Launches In Canada – E-book Lending And Instant Video Not Included” dated January 8, 2013 and from a copy of the Engadget article entitled “Amazon Prime arrives in Canada: Free two-day shipping, no Instant Video” dated January 8, 2013, produced herein *en liasse* as **Exhibit R-15**;

14. Amazon actively promotes the Prime membership throughout its online storefront, offering either free trials or automatic enrollment during the checkout process;
- 14.1 Amazon Prime subscribers are critical to the company's overall e-commerce business. They spend significantly more on Amazon than non-Amazon Prime shoppers. Consequently, increasing Amazon Prime subscriptions is one of Amazon's primary business goals;
  - (i) The Amazon Prime Enrollment Experience
- 14.2 For years, Amazon has knowingly misled millions of consumers into unintentionally enrolling to Amazon Prime. Amazon accomplished this by using manipulative, coercive, and deceptive user interface designs – commonly known as “dark patterns” – to trick consumers into signing up for automatically renewing Amazon Prime subscriptions;
- 14.3 The basic consumer checkout enrollment process is the same on both desktop and mobile devices, though it is more difficult on a mobile device. Either way, Amazon presents all non-Amazon Prime subscribers with at least one opportunity and, often several, to join Amazon Prime before placing their order on the final checkout page. These “opportunities” occur either as a new page interrupting the checkout process or as an element embedded in the checkout page, along with shipping options and payment;
- 14.4 Amazon offers an option of “free shipping” that if a user clicks on this button, they are automatically enrolled in Amazon Prime, whether by a free trial or at a reduced rate, and if the user does not click on this button, language would appear that they would not receive “free shipping”;
- 14.5 In addition, Amazon did not adequately disclose the price of or the existence of the monthly auto-renewal of Amazon Prime. This is particularly problematic since consumers do not always carefully study their credit card statements to even notice a charge for Amazon Prime;
- 14.6 To distinguish the mobile device experience, Amazon often places important information such as prices and auto-renewal terms at the very bottom of the mobile page. This information is located beyond the screen's viewable area, meaning consumers must scroll down to see it. This is where consumers are least likely to look for this information. Consumers are also more likely to select a prominent option without scrutinising the small print on mobile devices;

14.7 In order for a user to complete their order, they must either accept or decline an Amazon Prime subscription before continuing;

14.8 These problematic design elements, including misleading language and manipulations, cause consumers to enroll in Amazon Prime without their consent;

(ii) The Amazon Prime Cancellation Process – Iliad

14.9 Amazon fails to provide clear and conspicuous disclosures regarding the material terms of the Amazon Prime subscription, including its price, and the fact that it renews automatically unless the consumer explicitly cancels;

14.10 Amazon changed its cancellation process in or around April 2023, after the FTC investigation began and shortly before the FTC Complaint was filed, due to substantial pressure. Prior to this, it was only possible to cancel a Prime subscription through Amazon in two ways: (i) by navigating the labyrinthine online cancellation process known as the “Iliad Flow”<sup>1</sup> or (ii) by contacting Amazon Prime customer service;

14.11 To cancel via the Iliad Flow, a consumer had to first locate it, which Amazon made difficult. And even worse, after pages and pages of confusing linguistics, when a customer would eventually reach the “End Membership” button from a drop-down menu, it did not end the membership. Instead, it would take the customer to the Iliad flow;

15. Although the words “Cancel anytime” are presented to the user during the Amazon Prime subscription process (Exhibit R-4), 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 FTC, Amazon changed its Amazon Prime cancellation process for certain subscribers shortly before the 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;

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<sup>1</sup> The Iliad Flow required consumers intending to cancel to navigate a process involving four pages, six clicks and fifteen options. In contrast, customers could enroll in Amazon Prime with one or two clicks, oftentimes, unknowing.

- 17. As a result of the Defendants' sophisticated subscription traps, 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;
- 17.1 Amazon also limited the number of refunds available to one month, although this was not disclosed to subscribers. Consequently, those enrolled without consent could not obtain a full refund online more than a month before discovery and action;
- 17.2 The *Office de la protection du consommateur* (the "OPC") discovered that Amazon Prime subscribers have great difficulty unsubscribing from this loyalty program. This issue was also raised in comments from some respondents to a survey that it conducted on this topic. The OPC has warned that Amazon Prime is sometimes complicated to cancel, or renews without notifying the consumer after the end of their free trial period and specified that this contravenes the *Consumer Protection Act*, the whole as appears more fully from a copy of the *Protégez Vous* article entitled "*Enquête de satisfaction : Amazon à la fois adulé et critique*" dated October 10, 2023, produced herein as **Exhibit R-16**;
- 17.3 The OPC suggests that online shoppers not interested in Prime should be vigilant when making a purchase on Amazon, in particular by disabling the Prime subscription option, which is sometimes activated by default, or by being patient when unsubscribing: it may require more than one click (Exhibit R-16);
- 18. The Plaintiffs allege 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. "Dark Patterns" – What they are and how Amazon uses them

- 19.1 A "dark pattern" is any user interface/ user experience (UI/UX) design choice that tricks or coerces users into doing things they would not consciously choose to do, such as buying something, signing up for a service, or sharing personal data;
- 19.2 Unlike usability features, which aim to help users achieve their goals efficiently, dark patterns exploit cognitive biases and human psychology;
- 19.3 Common types of dark patterns utilized by Amazon to lure and retain Amazon Prime subscriptions include:
  - (a) Sneaking: i.e. adding or disguising certain items, subscriptions, or fees to a cart without clear disclosure;

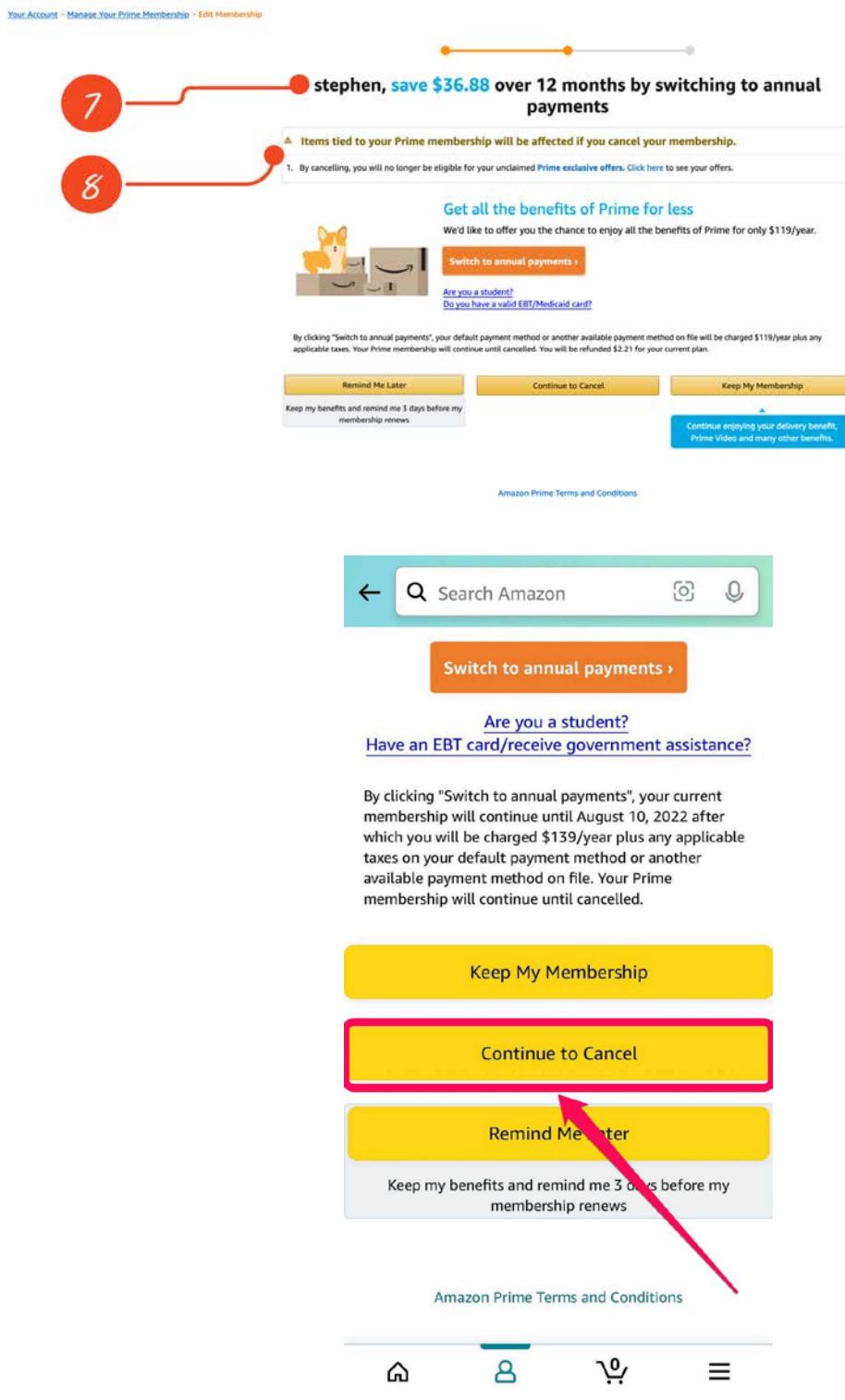
- Amazon employed this dark pattern by pre-selecting Amazon Prime enrollment during checkout or offering additional services that were automatically added to users' carts during checkout. Users may not immediately notice the pre-selected option and, unless they actively deselect it, they will be charged for a subscription that they did not intentionally agree to. This tactic exploits user oversight and inattentive clicking, leading to unintended financial commitments;

(b) Forced Continuity: i.e. making it extremely difficult to cancel a subscription:

- Amazon's subscription model employed the "Forced Continuity" dark pattern by automatically renewing these unknowing Amazon Prime memberships without the users' knowledge. Users often only discover these charges only after they appear on their credit cards, making it difficult to avoid recurring payments. The renewal process is not always accompanied by clear, timely reminders, effectively trapping users in ongoing subscriptions unless they actively navigate the cancellation procedures, which involve "click labyrinths" where cancelling Amazon Prime entails multiple confusing steps and repeated confirmations;

(c) Obstruction/ Difficult Opt-Out: i.e. failing to provide opt-out links, hiding them, or making them non-intuitive:

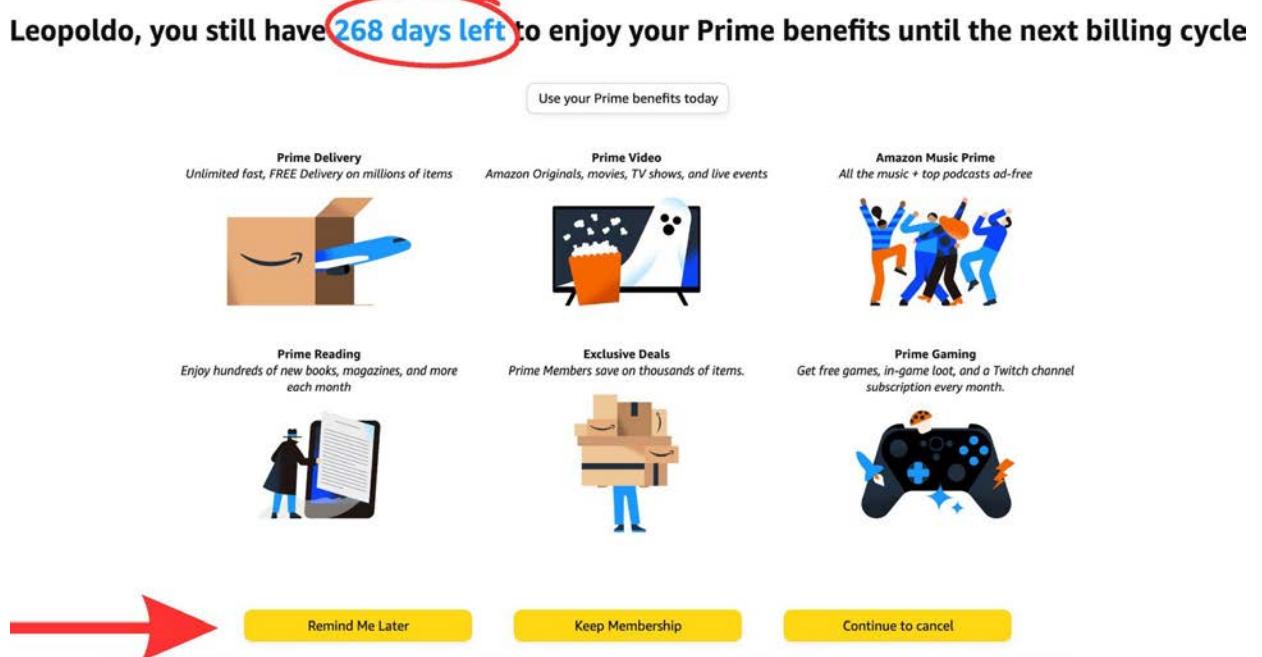
- Amazon used the "Obstruction/ Difficult Opt-Out" dark pattern in its Amazon Prime subscription practices by making it unnecessarily complicated for users to cancel their memberships. Rather than offering a simple, straightforward, or one-click cancellation option, Amazon guided users through multiple screens containing offers to retain their membership, repeated confirmation prompts, and menus that buried or obscured the actual cancellation link. This design exploits user inertia and frustration, increasing the likelihood that users will abandon the cancellation process and remain subscribed against their original intent;



(d) The Roach Motel Technique: i.e. making it easy to sign up to a subscription or service, but extremely hard to leave:

- Amazon used the Roach Motel dark pattern by making it easy to sign up as contrasted with the difficulty to cancel Amazon Prime. While users can enroll (or are automatically enrolled) in Amazon Prime quickly and with minimal steps, cancellation requires navigating multiple screens, confirming intentions repeatedly, and potentially contacting customer service. This discrepancy between sign-up and cancellation processes exploits user inertia and ensures higher subscription retention;
- (e) Misdirection/ Attention Manipulation and Interface Interference: i.e. highlighting one choice to misdirect or to draw attention away from another. For example, making “Accept” in bright colors and “Decline” in dull gray with small text:

- Amazon has used this dark pattern in its subscription prompts and checkout flows, emphasizing the benefits of becoming or in staying enrolled (for example, a “Free Shipping” button or displaying “Keep your Prime membership for fast shipping”) while downplaying or visually minimizing the cancellation or opt-out options. Bright, attention-grabbing buttons for “Continue Membership” contrast with small, low-contrast and easy-to-miss fonts for “Cancel,” which steers users toward maintaining their subscriptions even if they intended to opt out – making it far easier to enroll than to not enroll;



- (f) Confirmshaming: i.e. using emotive wording to guilt-trip users into making certain choices:
  - Amazon’s subscription policies use the Confirmshaming dark pattern by presenting cancellation options in a way that frames opting out as

undesirable or regrettable. Prompts such as “Are you sure you want to miss out on free shipping and exclusive deals?” pressure users to remain subscribed by inducing guilt or fear of losing perceived value. This manipulative messaging can influence users to make decisions contrary to their original intent;

(g) Bait-and-Switch: i.e. promising one thing but delivering another:

- Amazon has used the Bait-and-Switch dark pattern by advertising a free trial or promotional deal that appears risk-free, only to enroll users in a paid subscription automatically after the trial period ends. The initial messaging emphasizes benefits without clearly stating the recurring cost, leading users to incur charges they did not anticipate. In Quebec, Amazon did not offer free trials; instead, it offered a two-month subscription for \$7.99, which was then automatically renewed in the third month (Exhibit R-15);

(h) Forced Action: i.e. requiring users to perform certain actions in order to complete a process or to access certain functionality:

- Amazon uses the Forced Action dark pattern in at least two ways: (i) forcing users to choose whether to enroll in Amazon Prime before completing an order, and (ii) forcing users to proceed through multiple screens to cancel a subscription;

19.4 Collectively, these practices demonstrate the deliberate and systematic use of user interface and user experience design choices to mislead, confuse, and coerce consumers and constitute illegal and deceptive conduct;

19.5 A copy of the Technopedia article entitled “Dark Pattern (UX Dark Pattern)” dated January 19, 2024, a copy of an extract from the Government of Canada website at [ised-isde.canada.ca](http://ised-isde.canada.ca) entitled “Dark patterns”, a copy of the FTC Report entitled “Bringing Dark Pattern to Light” dated September 15, 2022, a copy of the FTC News Release entitled “FTC Report Shows Rise in Sophisticated Dark Patterns Designed to Trick and Trap Consumers” dated September 15, 2022, and a copy of the Journal of Legal Analysis article entitled “Shining a Light on Dark Patterns” dated March 23, 2021, are produced herein *en liaison* as **Exhibit R-17**;

### III. The Federal Trade Commission Investigation, the Complaint, and the Historic U.S. Settlement

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<sup>2</sup> 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**;

- 20.1 On February 23, 2021, the The Electronic Privacy Information Center (EPIC) filed a Complaint and Request for Investigation, Injunction, and Other Relief of the Office Attorney General for D.C. regarding Amazon's use of an unfair and deceptive user interface that makes it prohibitively difficult for consumers to terminate their Amazon Prime subscriptions, the whole as appears more fully from a copy of the EPIC "Complaint and Request for Investigation, Injunction, and Other Relief" dated February 23, 2021, produced herein as **Exhibit R-18**;
- 20.2 On March 16, 2021, the FTC issued a Civil Investigative Demand (CID) to Amazon seeking information and directing Amazon to respond by April 15, 2021;
21. On March 14, 2022, Business Insider released an article regarding the progression of the FTC Complaint, the whole as appears more fully from a copy of the Business Insider article entitled "Internal documents show Amazon has for yearsknowingly 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 Priem 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, 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, and from a copy of the

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<sup>2</sup> Negative options are the *set-it-and-forget-it* of the purchasing world.

FTC Press Release entitled “FTC Takes Action Against Amazon for Enrolling Consumers in Amazon Prime Without Consent and Sabotaging Their Attempts to Cancel” dated June 21, 2023, produced herein *en liasse* as **Exhibit R-8**;

23. The Complaint contains a number of allegations concerning the company’s decision not to implement measures to prevent non-consensual enrollment in Amazon Prime, as well as the difficulties users encountered when attempting to unsubscribe from the service. Specifically, the complaint alleges that Amazon used so-called “dark patterns” to enroll users in Amazon Prime without their consent. Furthermore, the FTC alleges that Amazon implemented a cancellation process designed to prevent consumers from successfully unsubscribing from Amazon Prime (Exhibit R-8), 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**;
- 23.1 According to the Complaint, users who attempted to cancel Amazon Prime were faced with multiple steps to actually accomplish this task. First, they had to locate the cancellation flow, which Amazon made difficult. Once they located it, they were redirected to multiple pages presenting offers to continue the subscription at a discounted price, to turn off the auto-renew feature, or to decide not to cancel. Only after clicking through these pages could consumers finally cancel the service (Exhibit R-8);
- 23.2 Following certain discovery and disclosures, on September 20, 2023, the FTC amended the Complaint (the “Amended FTC Complaint”) to *inter alia* include certain key executives as defendants in their case, the whole as appears more fully from a copy of the “Amended Complaint for Permanent Injunction, Civil Penalties, Monetary Relief, and other Equitable Relief” dated September 20, 2023 and from a copy of the FTC Press Release entitled “FTC Adds Senior Executives Who Played Key Roles in Prime Enrollment Scheme to Case Against Amazon” dated September 20, 2023, produced herein *en liasse* as **Exhibit R-19**;
- 23.3 the FTC found that the non-consensual enrollment was well-known within Amazon, with internal documents being littered with references to “accidental” sign-ups. For example, in early 2019, an Amazon survey showed that certain consumers stated their reason for cancelling Amazon Prime as never having intended to enroll in the first place. In September 2020, Amazon estimated that Amazon Prime subscribers were “unaware” they had subscribed. (Exhibit R-19);
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**;

24.1 The FTC said that certain Amazon documents discovered in the lead-up to the trial showed that Amazon executives and employees had discussed illegal enrollment and cancellation issues. Comments included “subscription driving is a bit of a shady world” and that leading consumers to unwanted subscriptions is “an unspoken cancer.”

“The evidence showed that Amazon used sophisticated subscription traps designed to manipulate consumers into enrolling in Prime, and then made it exceedingly hard for consumers to end their subscription,” FTC chairman Andrew Ferguson said.

The whole as appears more fully from a copy of the CBC News article entitled “Amazon to pay \$2.5B US for deceptive Prime subscription practices” dated September 25, 2025, produced herein as **Exhibit R-20**;

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 Amazon 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 laisse* as **Exhibit R-11**;

#### IV. 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;

27.1 As a result Quebec consumers were unintentionally enrolled in or remained subscribed to Amazon Prime, incurring monthly or annual charges to which they had not consented to;

27.2 These practices have been condemned as deceptive and manipulative by the FTC. The same interface designs and flows were used in Quebec and in Canada;

28. The Plaintiffs and the Class Members that they seek 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 INDIVIDUAL ACTIONS BY THE PLAINTIFFS**

### Plaintiff Gaudreault

29. Sometime over a year ago, Plaintiff Gaudreault purchased items from Amazon and as a result, became unintentionally and unknowingly subscribed to Amazon Prime;

30. Plaintiff Gaudreault was unaware of the subscription to Amazon Prime for quite some time – when he became aware of it, he attempted to cancel it;

31. When attempting to cancel the subscription upon discovering its existence, Plaintiff Gaudreault was led through several confusing screens and confirmation prompts, experiencing undue difficulty in the process. 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 need, and wishes to discontinue;

32. Plaintiff Gaudreault 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;

### Plaintiff Gagnon

32.1 On August 2, 2025, Plaintiff Gagnon wanted to purchase a book and searched for it on Amazon;

32.2 Plaintiff Gagnon located the book and decided to buy it. At checkout, she noticed an approximate discount of \$5.00 on her purchase if she would click on the discount button – she did click on the discount button;

32.3 Shortly thereafter, Plaintiff Gagnon was surprised to receive an email welcoming her to Amazon Prime, the whole as appears more fully from a copy of a screenshot of the email that Plaintiff Gagnon received from Amazon on August 2, 2025, produced herein as **Exhibit R-21**;

32.4 When Plaintiff Gagnon realized that she had unknowingly been automatically subscribed to Amazon Prime, she took steps to become unsubscribed. These steps were time-consuming and included many options, but ultimately successful, the whole as appears more fully from a copy of a screenshot of the email that Plaintiff Gagnon received from Amazon on August 2, 2025, produced herein as **Exhibit R-22**;

32.5 Plaintiff Gagnon believes that she was misled by the Defendants; she never wanted to subscribe to Amazon Prime and was subscribed without her knowledge or consent;

33. The Plaintiffs' 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 Plaintiffs are 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 Plaintiffs 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 Plaintiffs are 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 1.5 to 2 million range using a population share estimate of the 7.5 million Canadian subscribers (Exhibits R-13 and R-14). 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 and policies;
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 Amazon use manipulative interface designs or “dark patterns” (e.g., pre-checked boxes, confusing buttons, or misleading wording) to encourage consumers to enroll in Amazon Prime without clear or explicit consent?
- c) Did Amazon design or maintain an unnecessarily difficult, confusing, or time-consuming cancellation process for Amazon Prime?
- d) 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?
- e) 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?
- f) Should an injunctive remedy be ordered to prohibit the Defendants from continuing to perpetrate their unlawful, unfair, misleading, and/or deceptive practices?
- g) Should Amazon be ordered to implement corrective measures, including:
  - Clear and conspicuous disclosures of cost, renewal, and cancellation terms;
  - Affirmative express consent to enroll; and
  - A simple, immediate, and accessible cancellation process (“Click to Cancel”)?
- h) 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 Plaintiffs wish 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 Plaintiffs wish to introduce by way of an application to institute proceedings are:

GRANT the class action of the Plaintiffs 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;

ORDER the Defendants to:

- A. Cease using deceptive enrollment or cancellation procedures,
- B. Clearly disclose subscription cost and renewal terms,
- C. Provide an immediate, accessible, and one-click cancellation process;

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 Plaintiffs request that they be designated as representatives of the Class

55. The Plaintiffs are members of the Class;
56. The Plaintiffs are ready and available to manage and direct the present action in the interest of the members of the Class that they wish to represent and are 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 their attorneys;

57. The Plaintiffs have the capacity and interest to fairly, properly, and adequately protect and represent the interest of the members of the Class;
58. The Plaintiffs are informed, credible, and have a personal interest in the case. The Plaintiffs understand the nature of the legal proceedings and are committed to pursuing this action diligently;
59. The Plaintiffs have given the mandate to their attorneys to obtain all relevant information with respect to the present action and intend to keep informed of all developments;
60. The Plaintiffs, with the assistance of their attorneys, are 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 Plaintiffs have given instructions to their 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 Plaintiffs are in good faith and have instituted this action for the sole goal of having their 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 Plaintiffs understand the nature of the action;
64. The Plaintiffs' interests do not conflict with the interests of other Class Members and further, the Plaintiffs have no interest that is antagonistic to those of other members of the Class;
65. The Plaintiffs are prepared to be examined out-of-court on their allegations (as may be authorized by the Court) and to be present for Court hearings, as may be required and necessary;
66. The Plaintiffs have spent time researching this issue on the internet and meeting with their attorneys to prepare this file. In so doing, they are convinced that the problem is widespread;

B) The Plaintiffs suggest 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 Plaintiffs' 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 Plaintiffs as representatives of the persons included in the Class herein described as:

- All persons residing in Quebec who were enrolled in and who were charged for 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:

- Did the Defendants engage in unlawful practices through their conduct regarding their Amazon Prime subscription process?
- Did Amazon use manipulative interface designs or “dark patterns” (e.g., pre-checked boxes, confusing buttons, or misleading wording) to encourage consumers to enroll in Amazon Prime without clear or explicit consent?
- Did Amazon design or maintain an unnecessarily difficult, confusing, or time-consuming cancellation process for Amazon Prime?
- 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?
- 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?
- Should an injunctive remedy be ordered to prohibit the Defendants from continuing to perpetrate their unlawful, unfair, misleading, and/or deceptive practices?
- Should Amazon be ordered to implement corrective measures, including:
  - Clear and conspicuous disclosures of cost, renewal, and cancellation terms;

- Affirmative express consent to enroll; and
- A simple, immediate, and accessible cancellation process ("Click to Cancel")?

h) 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;

ORDER the Defendants to:

- A. Cease using deceptive enrollment or cancellation procedures,
- B. Clearly disclose subscription cost and renewal terms,
- C. Provide an immediate, accessible, and one-click cancellation process;

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, November 19, 2025



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