

CANADA

PROVINCE OF QUÉBEC  
DISTRICT OF MONTREAL

No.: 500-06-001358-254

**SUPERIOR COURT**  
(Class Actions)

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**JEAN DESNOYERS**, natural person,  
residing at [REDACTED]

Applicant

v.

**AMAZON.COM, INC.**, legal person having  
its registered address at 251 Little Falls  
Drive, Wilmington, DE, 19808, USA

and

**AMAZON CANADA FULFILLMENT  
SERVICES, ULC**, legal person having its  
registered address at 2700-1133 Melville  
Street, Vancouver, BC, V6E 4E5, Canada

and

**AMAZON.COM.CA, ULC.**, legal person  
having its registered address at 40 King  
Street W, 47<sup>th</sup> Floor, Toronto, ON, M5H  
3Y2, Canada

Defendants

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**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND  
APPOINT APPLICANT AS CLASS REPRESENTATIVE**

(Art. 571 C.C.P. and following)

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**TO ONE OF THE HONOURABLE JUSTICES OF THE QUÉBEC SUPERIOR COURT,  
SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE APPLICANT STATES  
AS FOLLOWS:**

**I. OVERVIEW**

1. All consumers in Quebec have the right to receive goods and services in conformity with the terms and conditions of their contract and marketing representations, as guaranteed by the *Civil Code of Quebec* (“**CCQ**”), the *Consumer Protection Act*,

CQLR, P.40.1 (“**CPA**”) and the *Competition Act*, RSC 1985, c C-34 (the “**Competition Act**”)

2. These fundamental consumer rights include the right to accurate and reliable information about services they purchase and the right to receive those services as advertised. These rights allow consumers to make informed purchasing decisions.
3. At issue in this claim is the Defendants’, Amazon.com, Inc, Amazon Canada Fulfillment Services ULC, and Amazon.com.ca, ULC (collectively referred to as “**Amazon**”), failure to honour their core Prime Membership promise of Two-Day delivery to Quebec residents. Amazon’s failure resulted from their unilateral decision to close all seven of their warehouses in Quebec on January 22, 2025, while continuing to charge the full Prime membership fee of \$99 per year or \$9.99 per month plus applicable taxes.
4. Despite being aware that the warehouse closure would significantly impact delivery times, the Defendants neither disclosed this material change in their services to Quebec Prime members, nor adjusted their Prime Membership fees to reflect the diminished service.
5. Through their actions and omissions, most notably by advertising and charging Two-Day Delivery Prime Membership benefits to Quebec consumers and failing to disclose that such service levels would not be available to Quebec residents, the Defendants have engaged in conduct contrary to the CCQ, deceptive practices contrary to the *CPA*, including practices set out in articles 40, 41, 219, 220, 225, 227 and 228, and contrary to section 52 of the *Competition Act*.
6. This proposed class action seeks:
  - a) compensatory damages representing the difference in value between promised and actual delivery services provided;
  - b) a reduction of Class Members’ obligations equivalent to excess Prime Membership fees charged for services not received; and
  - c) punitive damages under Article 272 of the *CPA*.
7. The following defined terms are used throughout this Application:
  - a) “**Next-Day Delivery**”: a promise to deliver Prime-eligible items within one business day of order placement, or in other words, on the next business day after the one on which the order is placed.

- b) "**Prime Membership**": a paid subscription service costing \$99/year or \$9.99/month plus applicable taxes that promises Next Day and/or Two-Day Delivery on eligible items;
- c) "**Two-Day Delivery**": a promise to deliver Prime-eligible items within two business days of order placement;
- d) "**Quebec Warehouse Closure**": the cessation of Amazon warehouse operations in Quebec effective on or around January 22, 2025.

### ***The Class***

8. The Applicant wishes to institute a class action on behalf of:

All individuals in Quebec who held an Amazon Prime Membership between January 22, 2025 until the date this action is authorized as a class proceeding.

(the "**Class**," "**Class Members**" and "**Class Period**")

## **II. PARTIES**

### **A. APPLICANT**

- 9. Having purchased items on Amazon for his own personal purposes, the Applicant M. Desnoyers is a consumer as defined by the CPA.
- 10. The Applicant is a resident of Montreal and holds an Amazon Prime Membership since at least 2022 and is thus guaranteed Next-Day and/or Two-Day Delivery.
- 11. At the time of subscribing to Amazon Prime, the Applicant entered into the membership specifically because of its guaranteed expedited delivery services namely, Next-Day and Two-Day delivery—which were clearly advertised and formed the fundamental basis of the contractual relationship between the Applicant and the Defendant.

### **B. DEFENDANTS**

#### ***AMAZON.COM, INC.***

- 12. The Defendant, Amazon.com, Inc. is an American e-commerce company providing goods and services online to Canadian consumers. Amazon.com, Inc. operates globally and acts as the parent company of Amazon Canada Fulfillment Services ULC and Amazon.com.ca, Inc., as seen in the Amazon.com, Inc. 2023 Annual Report, proffered in support of this Application as **Exhibit P-1**, and on the Delaware Division of Corporations registry, listed as **Exhibit P-2**.

### **AMAZON CANADA FULFILLMENT SERVICES, ULC**

13. The Defendant Amazon Canada Fulfillment Services ULC is a Canadian subsidiary of Amazon.com, Inc., headquartered in Vancouver, BC and registered extra-provincially in Quebec, as seen on its corporate registration information found on the CIDREQ corporate registry, listed as **Exhibit P-3**.
14. Amazon fulfillment centers are responsible for packing and shipping products to Canadian customers, as seen on the print screen of the “Fulfillment by Amazon” webpage, listed as **Exhibit P-4**.

### **AMAZON.COM.CA, ULC.**

15. Amazon.com.ca, ULC, previously known as Amazon.com.ca Inc., is a Canadian subsidiary of Amazon.com, Inc. incorporated in Vancouver, BC, and registered with its registration information found on the Dun & Bradstreet business directory, listed as **Exhibit P-5**.
16. Amazon.com.ca, Inc. operates the website Amazon.ca, which provides Web site features and other products and services available to Canadian users when visiting Amazon.ca or its mobile application, as seen on the print screen of the Amazon.ca “Conditions of Use” website, listed as **Exhibit P-6**.

## **III. FACTS**

### **A. Prime Membership Provides Advantages, such as Two-Day Delivery**

17. Amazon offers Prime Membership to Quebec consumers for \$99 annually or \$9.99 monthly plus applicable taxes and represents Two-Day Delivery as its core benefit.
18. Amazon markets its Prime membership service with Two-Day Delivery as a central and defining benefit, prominently featuring this promise across its website, mobile app, and marketing materials. In its member communications and advertising, Amazon consistently emphasizes that Prime members can rely on receiving millions of eligible items within two business days of ordering at no additional cost.
19. In the representations Amazon made to prospective Amazon Prime Members, Amazon displays “FREE Two-Day Shipping” as the first of five advantages it offers to members, as seen in the photo below and as appears in more detail on **Exhibit P-7** included in support of this Application:

amazon prime

There's something for everyone

Prime (monthly)  \$9.99 /month

Prime (annual)  \$99.00 /year  
Equivalent to \$8.25/month

**BEST VALUE**

- ✓ FREE Two-Day Shipping
- ✓ Prime Video
- ✓ Unlimited music streaming
- ✓ Unlimited reading on any device
- ✓ Unlimited photo storage

**TRY PRIME**

After your free trial, Amazon Prime is just \$9.99/month (plus any applicable taxes).  
Cancel anytime.

20. In addition, in their description of different delivery services, Amazon markets Two-Day Delivery as a key Prime Membership benefit. This Two-Day Delivery guarantee is showcased as a key differentiator from standard shipping options, with Amazon highlighting that Prime members need only look for the Prime logo while shopping, add eligible items to their cart, and select FREE Two-Day Shipping at checkout to access this expedited service.
21. For example, Amazon represents “FREE Two-Day Shipping on eligible items with Prime”, and explains that this advantage is provided when the Quebec consumer looks for the Prime logo as they shop, adds the Prime eligible items to their cart and selects FREE Two-Day Shipping at checkout, as seen in the photo below and as appears in more detail on the screenshot taken from Amazon Canada’s website ([www.amazon.ca](http://www.amazon.ca)) (the “**Website**”) and listed as **Exhibit P-8**.

**FREE Two-Day Shipping**

**## On eligible items with Prime ##**

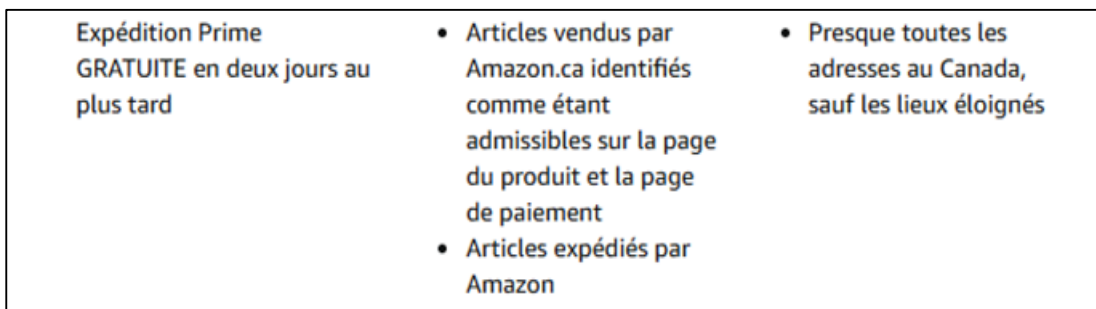
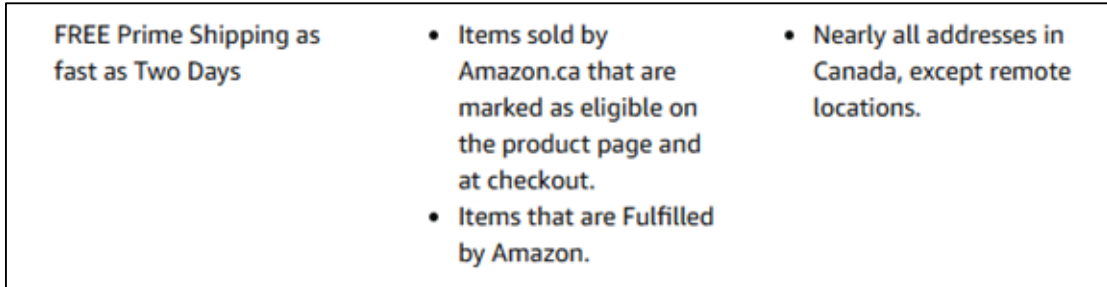
- Enjoy FREE Two-Day shipping in most cities.
- No minimum purchase required.

**prime**

**LEARN MORE**

Look for the Prime logo as you shop    Add Prime eligible items to your cart    Select FREE Two-Day Shipping at checkout

22. Furthermore, in the “Help and Customer Service” section of their Website, Amazon represents to consumers that Two Day shipping is part of the “Amazon Prime Shipping Benefits,” as seen in the below photos and more fully from the screenshots taken from Amazon.ca and included as **Exhibits P-9** and **P-10**.



23. In sum, Amazon's representations establish a clear expectation for Quebec Prime members that eligible Prime items will be delivered within two days, with some products offering even faster Next-Day Delivery.
24. The distinction between standard Two-Day and accelerated Next-Day Delivery options is clearly communicated to members, setting specific timeframes for order fulfillment.
25. Collectively the Two-Day Delivery guarantee, along with the option for expedited Next-Day Delivery on select eligible items, forms a fundamental part of the Prime membership promise for Quebec consumers.

#### **B. Amazon Closed its Quebec Warehouse Operations**

26. On January 22, 2025, Amazon unilaterally closed all of its Quebec warehouse operations without providing notice to Prime members or adjusting their Prime Membership fees.
27. Amazon indicated that package delivery in Quebec will shift to a third-party model, which will provide “the same great service”, as reported across multiple news outlets and stated by Barbara Agrait, an Amazon spokesperson:

*Following a recent review of our Quebec operations, we've seen that returning to a third-party delivery model supported by local*

*small businesses, similar to what we had until 2020, will allow us to provide the same great service and even more savings to our customers over the long run..*

As seen from a news article published online by *INSIDElogistics* on January 24, 2025, and a copy of which is reproduced as **Exhibit P-11**.

28. Amazon assured customers that their services, which include Prime Membership benefits, will not be impacted by the Quebec warehouse closure and the shift to a third-party model. Kristin Gable, a senior manager of corporate communications for Amazon states:

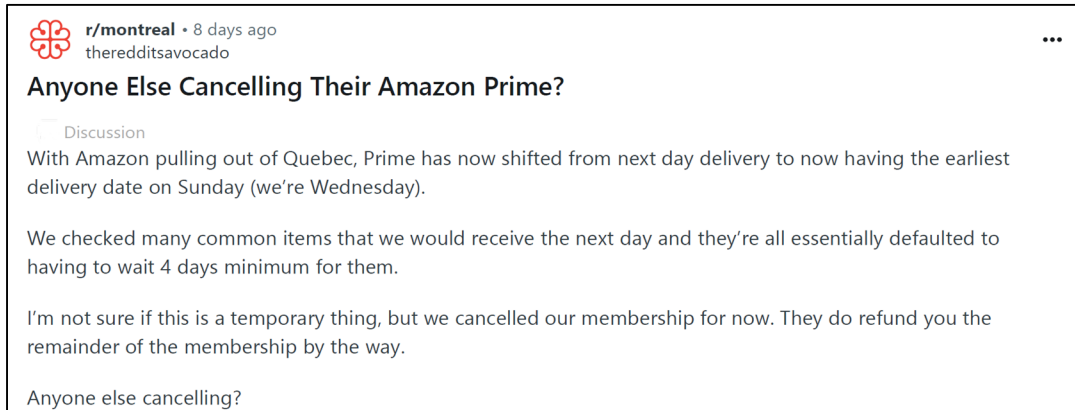
*Amazon determined that it just made sense. It was in the best interest of our customers to go back to that model that we had until 2020. The goal of this is not only to maintain the level of service that customers receive but even to continually improve it over the long term.*

As seen from the January 24, 2025 *INSIDElogistics* news article published online, and a copy of which is reproduced as **Exhibit P-11**.

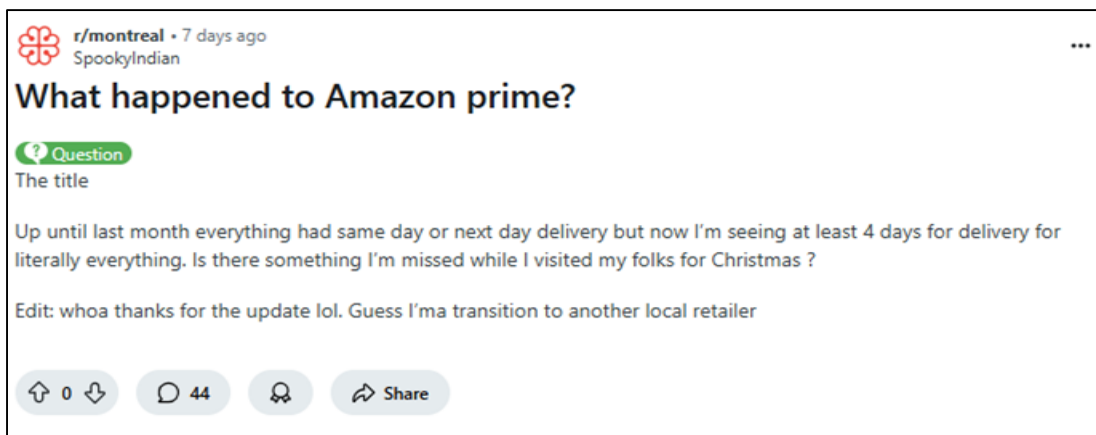
29. When the above Amazon spokespeople employ the word “service”, this is understood for all Quebec Prime Membership holders to mean delivery speeds of maximum Two-Day Delivery, as set out in Amazon’s own representations.

### **C. Two-Day Delivery is Impossible due to Amazon Warehouse Closure**

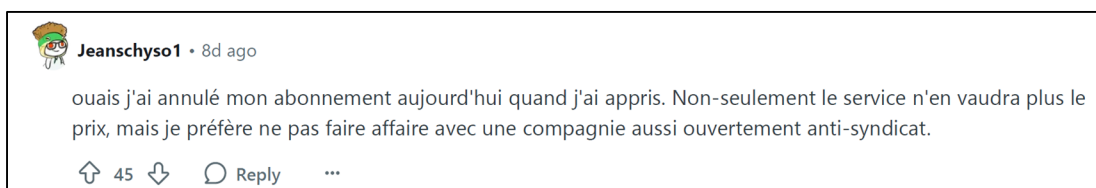
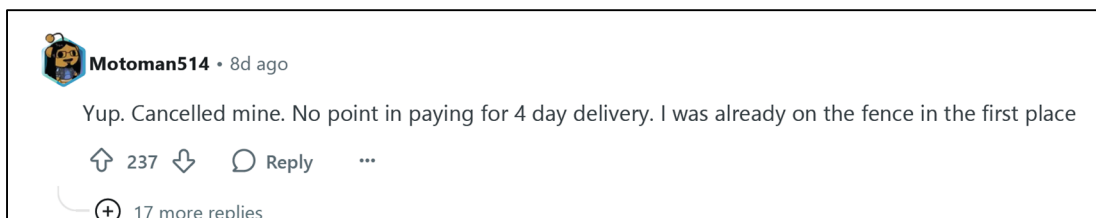
30. Contrary to the above-described image and spoken representations, on or around January 22, 2025, the delivery delays on items ordered by Quebec residents exceeded Amazon's promised Two-Day Delivery window for those holding Prime Memberships.
31. In addition to the Applicant’s own circumstances described in more detail below, Prime members located in the province of Quebec reported experiencing both delays and/or cancellations of their orders, impacting on their expected delivery service.
32. On or around January 22, 2025, an individual with the Reddit account name *theredditsavocado* observed Prime shifted from next day delivery to having the earliest delivery at four-day delivery, as seen in the below excerpt and more clearly from the screenshot of the Reddit thread *r/montreal* included **Exhibit P-12**:



33. Moreover, another observation was posted on Reddit on or around January 23, 2025, indicating that there was a shift in delivery times of Amazon items to Montreal and now delivery delays appear as four-days or more, as seen on the excerpt below and in more detail from the screenshot of the Reddit thread included as **Exhibit P-13**:

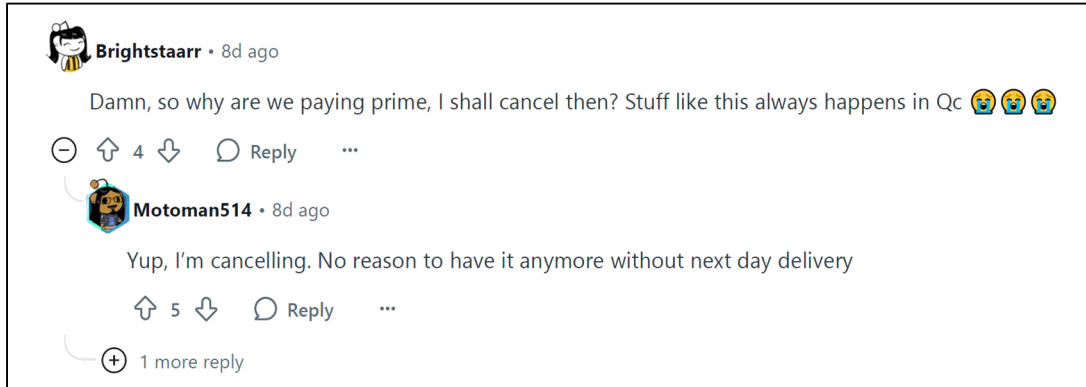


34. Reading through the above two Reddit threads, it is clear that the promise of same-day or Next-Day Delivery and/or Two-Day Delivery, was the key component of the Prime Membership:





As seen more clearly on **Exhibit P-12**.



As seen more clearly on **Exhibit P-13**.

35. The extended delays were also noticed by Montreal-based Carl Boutet, also Retail Strategist, McGill University Lecturer and founder of StudioRx.world, who published an Instagram post about Amazon's January shutdown of their warehouses, as seen in the excerpt below and more clearly from the two screenshots of his full Instagram post and PDF print screen, included in support of this Application as **Exhibits P-14, P-15X and P-16X**:

I began to notice on Tuesday evening that Amazon Prime delivery in suburbs of Montreal had gone from the next day to 5 days (blaming weather conditions 😞). This delay remains.

36. Despite the closure's impact on delivery times, Amazon continues to:
- a) Charge full Prime Membership fees to Quebec consumers;
  - b) Advertise Two-Day Delivery as a Prime benefit; and
  - c) Fail to disclose material limitations on delivery service to Quebec members.

#### **IV. DEFENDANT'S UNLAWFUL CONDUCT**

##### **A. Fault**

37. Amazon's conduct engages multiple legal obligations:
38. Amazon is required to abide by the rules of conduct set out in the CCQ, including the fundamental duty of care that requires them to avoid causing injury to others under article 1457; parties to contracts must fulfill their contractual commitments

as per article 1458 and all contracting parties must perform their obligations and conduct themselves in good faith under article 1375.

39. By delivering goods purchased by Quebec consumers with a Prime Membership after the promised Two-Day Delivery, Amazon failed to fulfill their contractual terms and conditions of the services agreed upon with the Class Members. Furthermore, by closing their 7 Quebec warehouses – the main locations to fulfill Amazon orders in Quebec and therefore guarantee the Two-Day Delivery promise – without telling Quebec consumers, Amazon knew that they would not be able to fulfill the promised delivery delays promised to Quebec consumers. Thus, the simple failure to deliver the Prime eligible goods by the promised Two-Day Delivery is a contractual fault by Amazon. Furthermore, by representing to the Class Members that all eligible Prime items would be delivered to them according to the Two-Day Delivery policy, for which Class Members paid a Prime Membership, while knowing that the warehouse closures would likely result in inevitable delays, the Defendants failed to perform their obligations according to good faith. In the alternative, Amazon failed to uphold the fundamental duty of care and their conduct constitutes a civil fault engaging art. 1457 CCQ.
40. As a merchant operating in the province of Quebec within the meaning of the *CPA*, Amazon is required to abide by the *CPA*'s multiple provisions safeguarding consumer interests. Articles 40 and 41 establish that services must conform to their descriptions and advertised claims. Articles 219 and 220 prohibit false or misleading representations, including those about product advantages. Articles 225, 227 and 228 further protect consumers by prohibiting false representations about guarantees and the omission of important facts in any representations.
41. By failing to provide the Prime eligible items to Quebec consumers within the description and advertised Two-Day Delivery window, Amazon has failed to respect art. 40-41 of the *CPA*.
42. By representing to Quebec consumers that for the payment of the Prime Membership they would obtain Prime eligible items with the advantage of Two-Day Delivery, when this was in fact not the reality, Amazon engaged in deceptive business practices that are contrary to art. 219, 220, 225, 227 and 228 of the *CPA*.
43. As a company operating in Canada, Amazon must abide by the rules of conduct as set out in the *Competition Act*, including an obligation to not recklessly or knowingly make a representation to the public that is false or misleading in a material respect as enshrined in section 52(1).
44. As set out by the facts described in this claim, the element of Two-Day Delivery is the main pillar, or the main material aspect, of the Prime Membership. By representing to the Class Members that all eligible Prime items would be delivered

to them according to the Two-Day Delivery policy, for which Class Members paid a Prime Membership, while knowing that the warehouse closures would likely result in inevitable delays, the Defendants knowingly or recklessly made a representation to Quebec consumers that was misleading in a material aspect.

45. The Defendants have solidarily breached their obligations under the *Civil Code of Quebec*, and/or *CPA* and/or *Competition Act* through their coordinated conduct following the Quebec warehouse closure.
46. Specifically, they deliberately failed to honour their Two-Day Delivery guarantees while concealing service limitations, misrepresenting available delivery speeds, and charging full Prime Membership fees for degraded services.
47. The Defendants' coordinated practice of continuing to market and charge premium prices for delivery services they knowingly and/or recklessly could not provide demonstrates their calculated disregard for legal obligations owed to the Applicant and Class Members.

#### **B. Causal Link**

48. The Applicant and proposed Class Members have suffered direct and immediate damages flowing from Amazon's unlawful conduct. These damages include monetary losses from paying full Prime Membership fees for significantly reduced service levels, delivery delays well beyond the advertised Two-Day timeframe, and costs incurred in reliance on Amazon's misrepresentations about service availability.
49. The damages are a direct result of Amazon's failure to honor its contractual and statutory obligations. Amazon continued to charge full price for Prime Membership but failed in its promise to deliver services after closing its Quebec warehouse operations. Had Amazon respected its duties to either maintain promised service levels or properly disclose and adjust pricing for the reduced service, Class Members would not have suffered these losses.
50. As a result of Amazon's actions and omissions, the Applicant and proposed Class Members have suffered damages associated with paying for Prime Membership while receiving significantly degraded delivery service that no longer meets the promised Two-Day Delivery standard.
51. These damages would not have occurred had Amazon honoured its duty to provide the promised Two-Day Delivery service or appropriately disclosed service limitations and adjusted its pricing to reflect the reduced service level available to the Applicant and Class Members following the warehouse closure.

### **C. Compensatory Damages**

52. The Applicant and Class Members are entitled to compensatory damages under for Amazon's breaches and misrepresentations.
53. These damages include the difference between Prime Membership fees paid and the actual value of the degraded service received, additional costs incurred due to delays beyond the promised Two-Day Delivery window, and reimbursement for Prime Membership fees paid during periods when Amazon knew it could not provide the promised service following the Quebec warehouse closure.
54. As a result of the Defendants' actions, the Applicant and Class Members have suffered quantifiable financial losses and damages through excess fees paid and the deprivation of services promised but not delivered.

### **D. Punitive Damages**

55. The Applicant and Class Members seek punitive damages under article 272 of the *CPA* due to Amazon's intentional and reckless conduct in continuing to advertise and charge for Two-Day Delivery despite being aware, or they ought to have been aware, that they could not provide this service.
56. Despite being one of the world's largest and wealthiest corporations with vast financial resources, Amazon deliberately and knowingly continued to extract full Prime Membership fees while intentionally degrading service levels, demonstrating calculated profiteering at consumers' expense.
57. The Applicant and Class Members also seek a reduction of their obligations under Article 272 of the *CPA*, which should include the full reimbursement of Prime Membership fees paid during affected periods, the difference between Prime Membership fees and the value of standard non-Prime delivery service, plus interest at the legal rate and additional indemnity from the date of filing. This reduction reflects the fundamental failure of consideration in the Prime Membership agreement following Amazon's unilateral degradation of service levels while maintaining premium pricing.

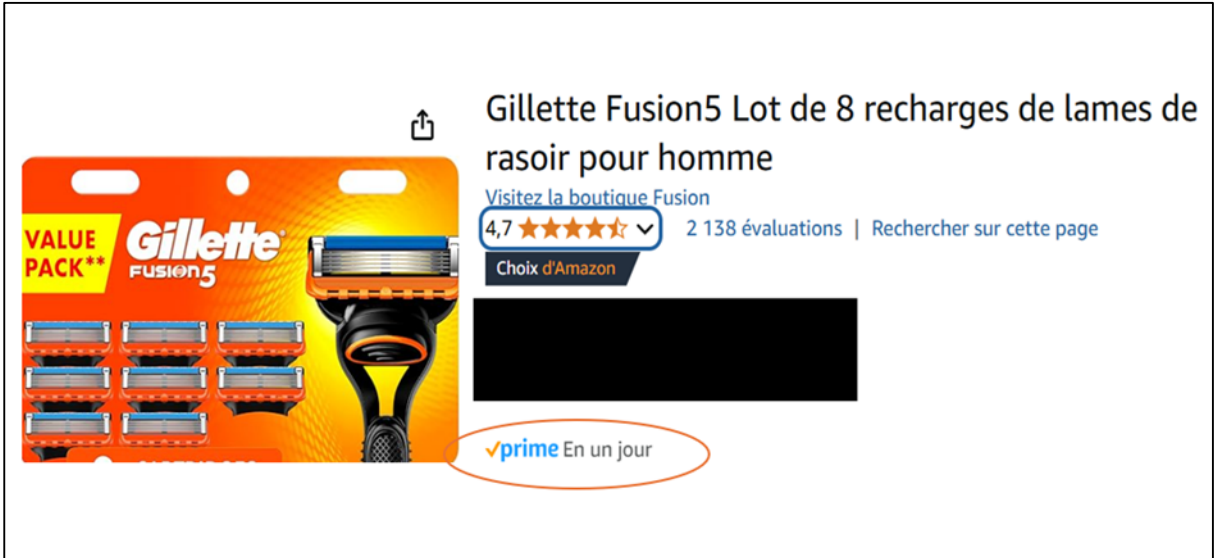
## **V. FACTS GIVING RISE TO APPLICANT'S PERSONAL CLAIM**

58. The facts on which the Applicant's personal claim against the Defendant is based, are as follows:
59. The Applicant, Mr. Desnoyers, is a consumer within the meaning of section 1(e) of the *Consumer Protection Act*,
60. The Applicant subscribes to Amazon Prime Membership since at least 2022 and pays an annual fee of \$113.83, as demonstrated by the screenshot of his

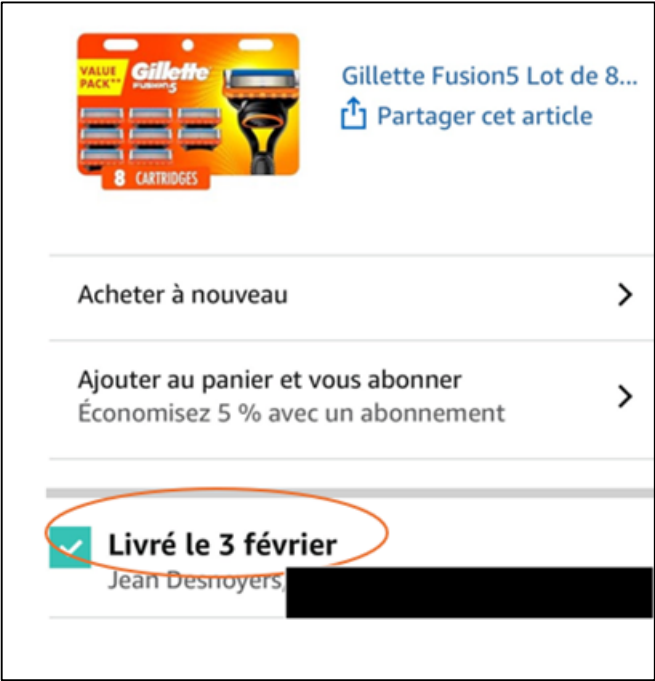
membership renewal receipt, a copy of which is seen below, and as appears in more detail in **Exhibit P-17**.



61. The Applicant learned through media reports on January 22, 2025, that the Defendant had announced the closure of its Quebec operations, following the Defendant's announcement, the Applicant witnessed a significant deterioration in the Prime delivery service.
62. On January 29, 2025, the Applicant placed an order through his Prime membership for Gillette Fusion 5 men's Razor Blade Refills (8 count), bearing order number 702-7995584-7197822 and ASIN: B089QZGT8K, which was clearly marked as "Prime-eligible" with a guaranteed Next-Day delivery date of January 30, 2025. An example of what the Applicant viewed is seen in the screenshot below, and more fully in **Exhibit P-18**.



63. Despite this guarantee, the Defendant only delivered the product on February 3, 2025, five (5) days after the promised delivery date, as seen in the screenshot below, and more fully in **Exhibit P-19**.



64. Throughout this period, and to date, the Defendant has continued to charge the Applicant and Class Members the full Prime membership fee while failing to provide the guaranteed delivery service that forms a fundamental basis of the Prime membership agreement.

65. As a direct result of the Defendant's failure to honor its contractual obligations and its misrepresentations regarding delivery times, the Applicant and the Class

Members have suffered damages, including but not limited to paying for premium delivery services that Amazon did not provide.

## **VI. FACTS GIVING RISE TO CLAIMS HELD BY CLASS MEMBERS**

66. The facts giving rise to the personal claim of the Applicant are identical to those of each Class Member.
67. All Class Members paid for Amazon Prime Membership with the expectation of Next Day and/or Two-Day Delivery service.
68. In particular, each Class Member was subject to the same standardized Prime Membership agreement, paid identical fees (\$99 annually or \$9.99 monthly) plus applicable taxes.
69. All Class Members ordered Prime-eligible items which Amazon failed to provide following its Quebec warehouse closure on January 22, 2025.
70. Thus, each Member experienced similar degradation of service following the warehouse closure, while Amazon continued to charge full price without disclosure of service limitations, as described in the above descriptions showing Amazon's continued marketing of Two-Day Delivery to Quebec consumers.
71. In sum, the legal theory for every Class Member revolves around the conduct of the Defendant and their failure to uphold their contractual obligations and does not rely on the personal circumstances of each Member.
72. The damages suffered by each Class Member are a direct and immediate result of Amazon's failure to honor its contractual and statutory obligations to provide Two-Day Delivery service while continuing to charge full Prime Membership fees after knowingly degrading service levels through their warehouse closure.

## **VII. CONDITIONS REQUIRED FOR THE EXERCISE OF A CLASS ACTION**

### **A. IDENTICAL, SIMILAR OR RELATED QUESTIONS OF FACT OR LAW**

73. The conclusions sought by each Class Member raise identical, similar or related questions of fact and law, namely:
  - a) Whether the Defendants engaged in unlawful practices through their conduct regarding Prime delivery services in violation of the *Civil Code of Quebec*, the *Consumer Protection Act*, and/or the *Competition Act* ?
  - b) Whether the Defendants are solidarily liable as joint wrongdoers implementing unlawful practices?

- c) Whether Class Members are entitled to compensatory damages and/or reduction of obligations, and if so, in what amount, and whether any of these damages can be determined on an aggregate basis?
- d) Whether Class Members are entitled to punitive damages, and if so, in what amount?

**B. THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT**

- 74. Considering the allegations set out in this claim with the evidence filed in support, there exists an arguable case for the proposed legal syllogism.
- 75. In particular, the legal theory of this claim centers on the actions or omissions of the Defendants that continued to charge full Prime Membership fees while knowing they could not fulfill their core Two-Day Delivery promise following January 22, 2025, Quebec warehouse closure.
- 76. Moreover, the Defendants failed to notify Quebec Prime members that the warehouse closure would prevent Amazon from meeting its guaranteed Two-Day Delivery timeframes.
- 77. The Defendants' acts or omissions are contrary to the rules of conduct incumbent upon them and engage their liability towards Class Members, notably because Amazon made false and misleading representations contrary to the *CPA* and the *Competition Act* by continuing to advertise and promote Prime's Two-Day Delivery guarantee while knowing it could not be fulfilled.
- 78. Moreover, the Defendants charged premium prices for a degraded service without proper disclosure and concealed material facts about delivery delays from Quebec consumers.
- 79. The facts as pleaded demonstrate Amazon's liability to compensate Class Members for:
  - a) The difference between Prime membership fees paid and the actual diminished value of the service delivered;
  - b) Additional costs incurred by members due to delivery delays beyond the promised Two-Day window; and
  - c) Full reimbursement of membership fees paid during periods when Amazon knew it could not provide promised Two-Day Delivery services.



### **C. COMPOSITION OF CLASS MAKES RULES OF MANDATE IMPRACTICAL**

80. The composition of the class makes it difficult and/or impractical to apply the rules of mandates to take part in judicial proceedings on behalf of others for consolidation of proceedings pursuant to articles 91 or 143 C.C.P.
81. The members of the class are numerous and scattered across Quebec. It would therefore be difficult, if not impossible, to trace down each and every person involved in this action to obtain a mandate or proceed by joining actions.
82. The Applicant does not know the exact number of individuals who are part of the Class, however the size of the class is therefore estimated to be minimally in the millions of members.
83. As of 2024, there were approximately 14.6 million Amazon Prime Video viewers in Canada.<sup>1</sup>
84. Given that Quebec represents about 22.5% of Canada's population, we estimate that the class size to be approximately three million.
85. The size of this Class makes individual actions or joined proceedings impractical due to several significant factors: Class Members are widely dispersed across Quebec's regions, and proving delivery failures involves considerable complexity. Additionally, individual claims are relatively modest when compared to the substantial costs of litigation. Collective representation is necessary to effectively challenge Amazon's practices, as individual actions would be prohibitively expensive and resource-intensive.
86. These estimates demonstrate that joinder or individual mandates would be procedurally unworkable and economically unfeasible, making a class action the most appropriate and efficient vehicle for advancing the Class Members' claims.

### **D. ADEQUACY OF PROPOSED CLASS REPRESENTATIVE**

87. The Applicant seeks to be appointed the status of representative Applicant for the following reasons:
88. The Applicant is a class member and has a personal interest in seeking the conclusions sought.
89. The Applicant has the time, energy, will and determination to assume and perform the duties incumbent upon him that are required to carry out the proposed class action.

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<sup>1</sup> <https://www.coolest-gadgets.com/amazon-prime-video-statistics/>

90. The Applicant acts in good faith with the only goal in accessing justice and the relief sought for themselves and for the other class members.
91. The Applicant does not have any circumstances that would put them in conflict with the other members of the class.

## **VIII. CLASS ACTION IS APPROPRIATE**

92. A class action is the most appropriate procedural vehicle to pursue the claims against Amazon for the following reasons:
93. First, Amazon's conduct in maintaining full Prime Membership fees while knowingly degrading service levels following the Quebec warehouse closure constitutes identical faults affecting all Class Members uniformly. The nature of Amazon's actions - closing its warehouse operations while continuing to market and charge for Two-Day delivery it could no longer provide - creates common issues of fact and law that are best addressed collectively rather than through individual actions.
94. Second, the individual claims of Class Members, while significant in aggregate, would be prohibitively expensive to pursue individually given the cost of litigation compared to the individual damages (ranging from \$9.99 monthly to \$99 annually in membership fees plus applicable taxes). Only through collective action can Class Members efficiently pursue their rights and obtain meaningful access to justice. The class action mechanism is particularly appropriate given Amazon's significant resources and the complexity of proving misrepresentation.
95. Considering the proposed Quebec-wide scope of this action, a class proceeding is essential to avoid a multiplicity of judgments on identical issues. While individual Class Members may have experienced varying degrees of delivery delays, their issues at their core arise from the same conduct by Amazon and engage the same legal principles under the *Civil Code of Quebec*, the *CPA*, and the *Competition Act*.
96. Collective adjudication will ensure consistent treatment of these common issues while preserving judicial resources. Moreover, only through class proceedings can the court effectively fashion remedies to address Amazon's conduct going forward, making this procedural vehicle not just appropriate but necessary to achieve both compensatory and deterrent objectives.

## **IX. NATURE OF THE CLASS ACTION AND CONCLUSIONS SOUGHT**

97. The nature of the action the Applicant intends to bring on behalf of the class members is an action in damages, specific performance, and punitive damages arising from Amazon's breach of its Prime delivery guarantees and violations of the *Civil Code*, the *Competition Act* and the *CPA*.

98. The conclusions that the Applicant wishes to introduce by way of an originating application are:
- a) **GRANT** the Applicant's originating application.
  - b) **GRANT** the class action by the Applicant on behalf of all members of the Group.
  - c) **CONDEMN** the Defendants to pay, solidarily, compensatory damages to the Applicant and Class Members including:
    - i. Full reimbursement of Prime Membership fees paid during periods when Two-Day Delivery was unattainable following the Quebec warehouse closure;
    - ii. The difference between Prime Membership fees paid (\$99 annually or \$9.99 monthly plus applicable taxes) and the actual value of the degraded service received; and
    - iii. Additional costs incurred due to delivery delays beyond the promised Two-Day window; With interest at the legal rate plus the additional indemnity provided by article 1619 of the Civil Code of Quebec, from the date of service;
  - d) **CONDEMN** the Defendants to pay, solidarily, to the Applicant and each Class Member punitive and/or exemplary damages in an amount to be determined by the Court.
  - e) **ORDER** the collective recovery of the Class Members' claims.
  - f) **RENDER** any other order that this Honourable Court shall determine and that is in the interest of the members of the Class;
  - g) **THE WHOLE** with costs, including all expert fees, notice fees, and expenses of the administrator, if any.

## **X. DISTRICT**

99. The Applicant proposes bringing the class action before the Superior Court of the district of Montreal for several reasons: the Applicant is a Montreal resident, Amazon conducts substantial business operations in the city, a significant portion of affected Class members reside in Montreal, and the Class action firm representing the Applicant maintains its practice in Montreal.

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

**GRANT** the present application;

**AUTHORIZE** the bringing of a class action in the form of an originating application in specific performance and in damages;

**APPOINT** the Applicant, Jean Desnoyers, the status of Representative Plaintiff of the persons included in the Class herein described as follows:

All individuals in Quebec who held an Amazon Prime membership between January 22, 2025 until the date this action is authorized as a class proceeding.

Or any other class or period that the Court determines.

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

- a) Whether the Defendants engaged in unlawful practices through their conduct regarding Prime delivery services in violation of the *Civil Code of Quebec*, the *Consumer Protection Act*, and/or the *Competition Act*?
- b) Whether the Defendants are solidarily liable as joint wrongdoers implementing unlawful practices?
- c) Whether Class Members are entitled to compensatory damages and/or reduction of obligations, and if so, in what amount, and whether any of these damages can be determined on an aggregate basis?
- d) Whether Class Members are entitled to punitive damages, and if so, in what amount?

**IDENTIFY** as follows the conclusions sought by the class action in relation thereof:

- a) DECLARE that Amazon breached its contractual obligations and violated the *Civil Code*, the *Competition Act* and the *Consumer Protection Act*;
- b) CONDEMN Amazon to pay to each Class Member compensatory damages equal to:
  - i. The full reimbursement of Prime membership fees paid during periods when Amazon knew it could not provide Two-Day Delivery following the Quebec warehouse closure; or alternatively
  - ii. The difference between Prime membership fees paid and the actual value of the degraded service received; Plus interest at the legal rate and additional indemnity under article 1619 C.C.Q. from the date of service;
- c) CONDEMN Amazon to pay punitive damages by an amount to be determined by the court to each Class Member for knowingly charging premium prices for guaranteed services it could not deliver, contrary to sections 219, 220, 227 and 228 of the *Consumer Protection Act*;

- d) ORDER collective recovery of all damages owed to Class Members;
- e) CONDEMN Amazon to pay all costs of this action including expert fees, notice costs, and administrative expenses;
- f) RENDER any other order this Honorable Court determines necessary to ensure full compensation of Class members and deterrence of similar conduct.

**DECLARE** that any Class Member who has not requested his exclusion from the class be bound by any judgment to be rendered on the class action, in accordance with law;

**FIX** the delay for exclusion from the Class at 60 days from the date of notice to the Class and after the expiry of such delay the members of the class who have not requested exclusion be bound by any such judgment.

**ORDER** the publication of a notice to the members of the Class according to the terms to be determined by the Court;

**REFER** the record to the Chief Justice so that he may fix the district in which the class action is to be brought and the judge before whom it will be heard and In the event that the class action is to be brought in another district, that the clerk of this Court be ordered, upon receiving the decision of the Chief Justice, to transmit the present record to the clerk of the district designated.

**THE WHOLE** with legal costs, including the cost of all notices.

Montréal, February 5, 2025

*Slater Vecchio*

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**SLATER VECCHIO**

**Me Saro Turner**

**Me Al Brix**

**Me Andrea Roulet**

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**SUMMONS**  
(articles 145 and following CCP)

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**Filing of a judicial application**

Take notice that the Applicant has filed this Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff in the office of the Superior Court in the judicial district of Montreal.

**Defendants' answer**

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame Est, Montreal, Québec, H2Y 1R6, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

**Failure to answer**

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

**Content of answer**

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the case required by the Code, cooperate with the Applicant in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

## **Change of judicial district**

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

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

## **Transfer of application to Small Claims Division**

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

## **Calling to a case management conference**

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

## **Exhibits supporting the application**

In support of the *Application for authorization to Institute a Class Action*, the Applicant relies on the following exhibits:

- Exhibit P-1:** Copy of the Amazon.com Inc - Annual Report 2023
- Exhibit P-2:** Copy of a corporate search for Defendant Amazon.com Inc - Division of Corporations - Delaware Filing
- Exhibit P-3:** Copy of a corporate search for Defendant Amazon Canada Fulfillment Services, ULC. – CIDREQ
- Exhibit P-4:** Print Screen of Webpage Fulfillment by Amazon (FBA)

- Exhibit P-5:** Copy of a corporate search for Defendant Amazon.com.ca ULC Company Profile - Dun & Bradstreet
- Exhibit P-6:** Print Screen of Amazon.ca Conditions of Use - Amazon Customer Service
- Exhibit P-7:** Print Screen of Prospective Members Amazon.ca\_ Amazon Prime
- Exhibit P-8:** Print Screen of Amazon Website - 2 day delivery
- Exhibit P-9:** Print Screen of Amazon Prime Shipping Benefits ENG - Amazon Customer Service
- Exhibit P-10:** Print Screen of Amazon Avantages d'expédition liés à Amazon Prime FR
- Exhibit P-11:** Copy of Amazon Leaves Quebec - INSIDELogistics News Article - Jan 24, 2025
- Exhibit P-12:** Print Screen of Thread: Shift to Four-Day Delivery - r\_montreal - Jan 22, 2025
- Exhibit P-13:** Print Screen of Thread: What happened to Amazon prime - r\_montreal - Jan 23, 2025
- Exhibit P-14:** Screenshot of Instagram Post: Studiorex.world - Jan 23, 2025
- Exhibit P-15:** Screenshot of Instagram Post: Studiorex.world - Jan 23, 2025 - 1
- Exhibit P-16:** Screenshot of Instagram Post: Studiorex.world - Jan 23, 2025 - 2
- Exhibit P-17:** Screenshot of Applicant's Membership Renewal Payments
- Exhibit P-18:** Print Screen of Gillette Fusion5 Lot de 8 recharges de lames de rasoir pour homme \_ Amazon.ca
- Exhibit P-19:** Screenshot of Applicant's Rescheduled February 3<sup>rd</sup> Delivery Date

The exhibits in support of the application are available upon request.



## Notice of presentation of an application

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

Montréal, February 5, 2025

*Slater Vecchio*

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[acr@slatervecchio.com](mailto:acr@slatervecchio.com)

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**NOTICE OF PRESENTATION**

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**TO:**

**AMAZON.COM, INC.**, legal person  
having its registered address at 251  
Little Falls Drive, Wilmington, DE,  
19808, USA

**AMAZON CANADA FULFILLMENT  
SERVICES, ULC**, legal person  
having its registered address at 2700-  
1133 Melville Street, Vancouver, BC,  
V6E 4E5, Canada

**AMAZON.COM.CA, ULC.**, legal  
person having its registered address  
at 40 King Street W, 47<sup>th</sup> Floor,  
Toronto, ON, M5H 3Y2, Canada

**TAKE NOTICE** that Applicant's *Application for Authorization to Institute a Class Action* will be presented before the Superior Court at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, on the date set by the coordinator of the Class Action chamber.

**GOVERN YOURSELF ACCORDINGLY.**

Montréal, February 5, 2025

*Slater Vecchio*

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**Me Al Brixì**

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