



Court File No. **VLC-S-S-255489**
NO.

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:



PLAINTIFF

AND:

**AMAZON.COM, INC., AMAZON.COM SERVICES LLC, and
AMAZON.COM.CA ULC**

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c.50

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,

- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF(S)

Part 1: STATEMENT OF FACTS

A. Introduction

1. The within proposed consumer protection and right to privacy multi-jurisdictional class proceeding involves the Defendants', AMAZON.COM, INC.'s, AMAZON.COM SERVICES LLC's, and AMAZON.COM.CA ULC's (hereinafter collectively referred to as "**Amazon**," unless referred to individually or otherwise), practice of using their cloud-based voice artificial intelligence ("AI") and virtual assistant technology known as "**Alexa**" to unlawfully record, collect, retain, use and/or disclose the Plaintiff's and putative class members' private and confidential conversations without their knowledge and/or consent.
2. Following a complaint filed by United States Federal Trade Commission ("FTC") and the United States Department of Justice ("DOJ") alleging that the Defendants, Amazon.com, Inc. and Amazon.com Services LLC, unlawfully collected, retained, and/or used information obtained from the users of Alexa, on July 19, 2023, the DOJ and the Defendants, Amazon.com, Inc. and Amazon.com Services LLC, entered into a Stipulated Order for Permanent Injunction and Civil Penalty Judgement requiring the Defendant, Amazon, to overhaul its information retention practices and implement stringent privacy safeguards relating to Alexa.
3. Between the time the Defendant, Amazon, introduced Alexa in 2014 and the date of the Stipulated Order (the "**Class Period**"), the Defendant, Amazon, collected, retained, and/or used the private and confidential conversations in the form of recordings, transcripts, and associated metadata ("**Voice Information**") of the Plaintiff and putative class members

without their knowledge and/or consent for the sole purpose of advancing its own technological development and/or financial gain.

4. Further, the Defendant, Amazon, disclosed the unauthorized Voice Information to third parties without the knowledge and/or consent of the Plaintiff and putative class members.
5. Alexa is an omnipresent feature in the Defendant's, Amazon's, products. In addition to the Defendant's, Amazon's, products utilizing Alexa – such as Echo Dot, Echo Plus, Echo Sub, Echo Show, Echo Input, Echo Frames eyeglasses, Amazon Fire TV digital media player, Amazon Fire TV sticks, Amazon Alexa Auto, and Amazon Fire tablets – the Defendant, Amazon, has authorized several third-party device manufacturers to offer products that either come with Alexa capability built-in or that are easily integrated with Alexa (collectively, “**Alexa Devices**”).
6. To use an Alexa Device, the Defendant, Amazon, requires users to register an account. As such, a user needs a Wi-Fi Internet connection and the Alexa mobile application (“**Alexa App**”) installed on a compatible device, along with an Amazon account to complete the initial setup and registration process by pairing the device with the Alexa App.
7. The Defendant, Amazon, uses a method of data-driven machine learning to enhance and develop Alexa's technology. Such methods of learning are based on information and input obtained from various sources, such as user experiences and preferences.
8. Many Canadians use Alexa Devices in their homes. People speak to Alexa about a variety of topics, such as asking Alexa to play music, create a to-do list or ask about a medical condition. Most users believe that when they speak to an Alexa Device, their voice is temporarily processed so that Alexa can generate a response or carry out the user's command, and that the Defendant, Amazon, does not listen to, let alone retain, conversations not intended for Alexa.
9. Further, users can choose to install what the Defendant, Amazon, calls “skills” on their Alexa Devices. These are functions created by first- and third-party developers which allow Alexa to do more things for the user (such as telling the weather or controlling a

thermostat). These increase the number of situations in which a user would interact with Alexa.

10. During the Class Period, the Defendant, Amazon, misrepresented and/or failed to disclose, or adequately disclose, to the Plaintiff and putative class members that Alexa recorded and collected their Voice Information irrespective of whether the device had been activated through the use of designated “wake words”.
11. The Defendant, Amazon, designed, programmed and/or used Alexa Devices to record any conversation within its expansive auditory reach without the use of a wake word. In fact, the Defendant, Amazon, specifically patented a “system for capturing and processing portions of a spoken utterance command that may occur before a wake word” or “pre-wake word speech processing.” In other words, the Alexa Devices recorded and processed all conversations prior to any use of a wake word.
12. Despite Alexa’s expansive built in listening and recording functionalities, the Defendant, Amazon, failed to disclose, or adequately disclose, that it makes, collects, stores, analyzes, and uses recordings of these interactions, and that such activities occur whether or not a user uses a wake word to intentionally communicate with an Alexa Device. In fact, during the Class Period, the Defendant, Amazon, stated that Alexa is *not* “recording all [your] conversations.”
13. In particular, during the Class Period, the Defendant’s, Amazon’s, “Alexa, Echo Devices, and Your Privacy,” page posed the question “Is Alexa recording all my conversations?” The Defendant, Amazon, provided the following response:

No. Echo devices are designed to detect only your chosen wake word (Alexa, Amazon, Computer, or Echo). The device detects the wake word by identifying acoustic patterns that match the wake word. ***No audio is stored or sent to the cloud unless the device detects the wake word (or Alexa is activated by pressing a button).***
14. Further, the Defendant, Amazon, continued to retain the Voice Information of putative class members even after they permanently closed their Amazon account, or requested the deletion of any of their recordings.

15. By doing so, the Defendant, Amazon, unlawfully, without compensation, and without the knowledge and/or consent of the putative class members amassed a stockpile of data that it used to better train Alexa through data driven machine learning.
16. In particular, the mechanics of the Defendant's, Amazon's, unlawful conduct works as follows. Alexa Devices are designed to record and respond to human commands in a simulated voice. While an Alexa Device is "always on," it is only supposed to respond to commands after an individual says a wake word, which is usually "Alexa" or "Echo." Once the Alexa Device recognizes the wake word, it records the ensuing communication. As Alexa Devices were created to capture voices "from anywhere in the room," they record anything spoken in its vicinity. The Alexa Device then transmits that recording to the Defendant's Amazon's, servers for interpretation and processing before receiving the relevant data back in response. The Defendant, Amazon, then retains a copy of that recording on its own servers for later use and commercial benefit, warehousing billions of private and confidential conversations in the process, essentially sacrificing the privacy of the putative class members for its own profits.
17. Further, the Defendant, Amazon, failed to disclose, or adequately disclose, that it used human and artificial intelligence analysts located in listening facilities to listen to, interpret and evaluate the Voice Information to facilitate improvements to Alexa through machine algorithm learning.
18. The Defendant's, Amazon's, conduct of recording, collecting, retaining, using and/or disclosing private and confidential conversations that were not intended for Alexa amounted to a substantial breach of the Plaintiff's and putative class members' right to privacy and directly contravenes federal and provincial privacy legislation and provincial consumer protection legislation.
19. The Defendant's, Amazon's, alleged unlawful and/or deceptive conduct and breach of the right to privacy resulted in harm and/or damage to the Plaintiff and putative class members.
20. Further, the Plaintiff and putative class members seek injunctive relief requiring the Defendant, Amazon, to delete or otherwise stop using the Voice Information obtained *via*

recordings of the private and confidential conversations of the Plaintiff and putative class members not intended for Alexa.

B. The Parties

i. The Representative Plaintiff

21. The Plaintiff [REDACTED] has an address for service c/o 210 - 4603 Kingsway, Burnaby, British Columbia, Canada, V5H 4M4.
22. The Plaintiff lives [REDACTED] with an Alexa Device registered by herself.
23. When the Plaintiff purchased an Alexa Device, she expected to have access to the convenience offered by Alexa, that being an AI powered voice assistant
24. The Plaintiff expected Alexa to “wake” only when called upon, listen to the command or uttered prompt, and execute it. The Plaintiff did not consent and had no knowledge that the Alexa Device is always on and listening to her and her family’s private conversations and did not consent to the use of her conversations for the Defendant’s, Amazon’s, technological advancements and/or financial gain, disclosure of such conversations to third parties.

ii. The Defendants

25. The Defendant, Amazon.com, Inc., is a company duly incorporated pursuant to the laws of the State of Delaware, one of the United States of America, and has a registered agent, Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware, United States of America, 19808.
26. The Defendant, Amazon.com Services LLC, is a company duly incorporated pursuant to the laws of the State of Delaware, one of the United States of America, and has a registered agent, Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware, United States of America, 19808.
27. The Defendant, Amazon.com.ca ULC, is a company duly incorporated pursuant to the laws of Canada, registered within British Columbia, under number C1459837, and has a

registered and records office for service at Suite 2700, 1133 Melville Street, Vancouver, British Columbia, V6E 4E5, Canada.

28. At all material times to the cause of action herein, the Defendant, Amazon.com, Inc., is an American multinational technology company engaged in e-commerce, cloud computing, online advertising, digital streaming and artificial intelligence, in particular virtual assistant technology, such as Alexa, implemented in software applications for wireless smart-speakers.
29. At all material times to the cause of action herein, the Defendant, Amazon.com Services LLC is a wholly owned subsidiary, affiliate and/or operating unit of the Defendant, Amazon.com, Inc., and was, and is, inextricably involved in the design, programming, manufacturing, distribution, marketing and sales of smart-speaker technology products utilizing Alexa.
30. At all material times to the cause of action herein, the Defendant, Amazon.com.ca ULC, was a wholly owned Canadian subsidiary, affiliate and/or operating unit of the Defendant, Amazon.com, Inc., and was, and is, inextricably involved in the design, programming, manufacturing, distribution, marketing and sales of smart-speaker technology products utilizing Alexa in Canada.
31. At all material times to the cause of action herein, the Defendants, Amazon.com, Inc., Amazon.com Services LLC, and Amazon.com.ca ULC, shared the common purpose of, *inter alia*, designing, developing, programming, manufacturing, assembling, marketing, distributing, supplying and selling smart speakers utilizing Alexa in Canada, and within the Province of British Columbia. Further, the business and interests of the Defendants, Amazon.com, Inc., Amazon.com Services LLC, and Amazon.com.ca ULC, are inextricably interwoven with that of the other as to their smart-speaker technology products utilizing Alexa, such that each is the agent of the other.
32. Hereinafter, the Defendants, Amazon.com, Inc., Amazon.com Services LLC, and Amazon.com.ca ULC, are collectively referred to as the Defendant, “**Amazon**”, and/or the “**Defendants**”, unless referred to individually or otherwise.

C. The Class

33. The action is brought on behalf of members of a class consisting of all residents of Canada who were registered Alexa users on or before July 19, 2023 (“**Class**” or “**Class Members**”), excluding employees, officers, directors, agents of the Defendants and their family members, class counsel, presiding judges and any person who has commenced an individual proceeding against or delivered a release to the Defendants concerning the subject of this proceeding, or such other class definition or class period as the Court may ultimately decide on the application for certification.

D. Factual Allegations

i. Overview

34. The Defendant, Amazon, is a leviathan in the technology and e-commerce world, with net sales in 2024 of approximately \$638 billion USD. The Defendant’s, Amazon’s, main sources of revenue are retail sales, third-party seller services, subscription services, and Amazon Web Services (“**AWS**”) arrangements that include “global sales of compute, storage, database, and other services.”
35. The Defendant, Amazon, also develops technology products, including Alexa, which the Defendant, Amazon, describes as its “voice AI” that “lives in the cloud and is happy to help anywhere there’s internet access and a device that can connect to Alexa.”
36. A2Z Development Center, LLC began designing and engineering the Echo “smart speaker” in 2010, and Alexa was introduced to the world in 2014. The Defendant, Amazon, filed a patent for “Pre-Wakeword Speech Processing” in 2019.
37. The Defendant’s, Amazon’s, use of Alexa is ubiquitous, as the cloud-based voice service is available on hundreds of millions of devices from the Defendant, Amazon, and third-party device manufacturers, including, *inter alia*, residential thermostats, computers, and security cameras. The Defendant, Amazon, retains approximately 70% of the smart-speaker market with sales continuing to grow.

38. In order to use an Alexa Device, a user needs a Wi-Fi Internet connection and the Alexa App installed on a smartphone, tablet, or other device.
39. To first use the Alexa App, an individual must have an account with the Defendant, Amazon. The individual must then follow the set-up process on the Alexa Device, which indicates that one must pair the Alexa Device with the Alexa App. After the person has completed the registration process and paired the Alexa Device to the Alexa App, the Alexa Device is ready for use by anyone.
40. During the Class Period, the Defendant, Amazon, advertised that the Alexa Devices record and respond to wake words – which are usually “Alexa” or “Echo.” The Defendant, Amazon, represented that the wake word is used to bring the Alexa Device to life so that it can begin processing a request. Otherwise, Alexa was supposed to be dormant, not listening, recording, or otherwise responding. Once Alexa recognizes the wake word, it starts recording communications and transmits the recording to the Defendant’s, Amazon’s, servers where “algorithms in the server . . . analyze the speech pattern and try to detect and identify the words” to generate a response. The only way to stop an Alexa Device from “listening” is to turn off the device or unplug it. However, because the device is intended to be “hands free” and on “standby” to receive commands and provide information, shutting it off entirely removes the product’s function and purpose.
41. The Defendant, Amazon, designed and/or programmed the Alexa Devices to record conversations even before a wake word was uttered. Specifically, the Defendant, Amazon, filed a patent to allow Alexa Devices to capture and process conversations that “may occur before a wake-word.”
42. Further, despite a request by a Class Member to delete all Voice Information the Defendant, Amazon, failed to do so and retained the Voice Information, which it shared with third parties.
43. Additionally, the Defendant, Amazon, continued to retain the Voice Information even after Class Members permanently closed their Amazon accounts.

44. During the Class Period, the Defendant, Amazon, represented that users “control Alexa with [their] voice” and that those interactions with Alexa were “stream[ed] . . . to the cloud” and were used to “respond to [a user’s] requests” and “improve [Alexa’s] services.” Unbeknownst to Class Members, however, every interaction between any user and Alexa was recorded and sent to a Defendant, Amazon, facility where it was retained and reviewed by Defendant, Amazon, its employees, and/or third parties.
45. As such, during the Class Period, Class Members did not know that their Voice Information was being collected, retained and/or used or were not aware of the Defendant’s, Amazon’s, human-listening and review practices as its privacy policies did not clearly state that other humans may be reviewing their Voice Information.
46. The Defendant, Amazon, did not need to retain the Voice Information of Class Members for Alexa Devices to function. The Defendant, Amazon, had the ability to design and/or program Alexa Devices to process audio interactions locally on the device and send only a digital query, rather than a voice recording, to the Defendant’s, Amazon’s, servers. Indeed, the Defendant, Amazon, developed a “Local Voice Control” feature for Alexa Devices that allows individuals “to fulfill a limited set of requests on select [Alexa] devices when the device is not connected to the internet[.]” The Defendant, Amazon, could also upload audio recordings to short-term memory in the cloud and immediately overwrite those recordings after processing, much like Alexa constantly overwrites the audio it captures prior to a user saying a wake word. If the Defendant, Amazon, did that, it would never possess unintended recording of Class Members’ communications.
47. Alexa Devices have the capability to function without the need to retain Class Members Voice Information. Many similar “smart-speaker” devices are less intrusive than Alexa Devices. For instance, Apple’s natural-language processing system, “Siri,” records communications in a similar manner to Alexa, and sends those recordings to Apple’s servers. However, Apple stores those recordings in an identifiable form for only a short period of time and then deletes the recordings entirely. Likewise, Mercedes-Benz, the vehicle manufacturer, has developed voice recognition technology that allows drivers to ask their vehicle for directions, and that offers substantial functionality even when the

vehicle lacks an internet connection (and, therefore, the vehicle cannot transmit a recording). The Defendant, Amazon, failed to utilize similar less intrusive methods.

48. To achieve the Defendant's, Amazon's, goal of collecting as much data as possible, Alexa Devices regularly recorded communications without the knowledge and/or consent of the Class Members. These unlawful recordings captured interactions that Class Members never intended for Alexa to hear.
49. In addition, an Alexa Device would activate upon hearing a wake word or "false wake" spoken on television or the radio and then begin recording. This led to the recording and analysis of conversations, speech, and other sounds that were private in nature, despite no one in the house intentionally activating an Alexa Device.
50. Alexa Devices recorded voices when no command was given, when no wake word was mentioned, when no consent was given, and before any indication is provided that the Alexa Devices are activated.

ii. Alexa system and machine learning

51. Alexa Devices consist of software and hardware.
52. While Alexa Devices vary in shape and sizes, all contain at least one microphone to listen to a "wake word" (i.e., a word that triggers Alexa). When the microphone hears the wake word, it activates Alexa and opens a stream that transmits audio to the Defendant's, Amazon's, cloud. As averred to herein, all Alexa Devices operate in the same manner because they incorporate the same software.
53. Alexa is a cloud-based software incorporated into Alexa Devices using technologies that are based on data-driven machine learning, requiring "large quantities of data" to make itself "smarter".
54. The process starts with Alexa Devices detecting the "wake word" that triggers Alexa to start listening to the subsequent spoken words from the user. Wake word detection employs deep learning technology running on-device to recognize the wake word the user has chosen. Far-field automatic speech recognition ("ASR") in the AWS cloud then converts

into text the audio following the wake word and determines when the user has stopped talking to Alexa.

55. Once the spoken audio has been converted to text, Alexa uses natural language understanding to convert the words into a structured interpretation of intent that can be used to respond to the user from the more than 30,000 Alexa skills built by first- and third-party developers.
56. This structured interpretation is used in combination with different forms of context, such as which type of device the user is interacting with, what the most likely skills are that can provide a response, or who is speaking. This context helps determine the next best action Alexa should take. The possible outcomes are to either respond with the best action from a skill or to ask for more information from the user.
57. What is common across all the technologies mentioned above is the emphasis on data-driven machine learning and fast inference at run-time to deliver an accurate response in as short a time as possible. Alexa uses a suite of learning techniques: supervised, semi-supervised, and unsupervised learning, in order to achieve this.
58. Supervised and semi-supervised learning techniques incorporate input, review, and guidance by the Defendant's, Amazon's, "scientists" and "engineers". Whereas unsupervised learning is a type of machine learning where algorithms learn from unlabeled data without explicit guidance or labeled examples.
59. Regardless of which technique was used to make Alexa smarter, the Defendant, Amazon, used the large quantities of data it derived from the unlawfully obtained Voice Information of Class Members.

iii. The Defendant, Amazon, unlawfully collected, retained and used Voice Information not intended for Alexa

60. The Defendant, Amazon, collected Voice Information not intended for Alexa through Alexa Devices located in areas where Class Members have reasonable expectations of privacy, such as living rooms, kitchens, bedrooms, or automobiles. The Defendant, Amazon, knows it recorded conversations that were not intended for Alexa as it classifies

some of these conversations as “audio not intended for Alexa,” or “audio cannot be understood.” However, the Defendant, Amazon, continued to record, collect, retain, use and/or disclose the Voice Information of Class Members without their knowledge and/or consent.

61. The Defendant, Amazon, attempted to justify its data collection practices, at least with respect to the “false wakes,” by stating that Alexa “[o]n some occasions” will accidentally record without a wake word, analogizing it to “when a person walking down the street turns their head when they hear what sounds like their name.” However, these unlawful recordings were not accidental. Rather, the Defendant, Amazon, intentionally designed and/or programmed Alexa Devices to record conversations even when a wake word was not uttered.
62. The same is true concerning certain intentional communications with Alexa. The Defendant, Amazon, represented that it “streamed” user’s voices to the cloud for processing in order to allow Alexa to respond to a command. This bolsters Class Members’ reasonable expectation of privacy that highly personal questions posed to Alexa, in the confine of one’s home, would remain confidential, instead of being recorded, retained, and/or used, and disseminated among the Defendant’s, Amazon’s, employees, contractors, and/or third parties to analyze. No Class Member consented to the recording, retention and/or using, deeply personal commands, such as “Alexa, what is the number for the suicide hotline?” or “Alexa, what are the symptoms of depression?”
63. Yet another example is when an Alexa Device records private and confidential conversations after a Class Member has given a command. The Defendant, Amazon, Alexa Devices has not provided the required notice to users, much less recorded the notice given, or otherwise have consent to record interactions for any duration simply because a wake word was uttered. There is a reasonable, and logical, expectation that someone can give Alexa a command, then have a private and confidential conversation thereafter that will not be recorded, collected, retained, and/or used unlawfully.
64. Further, because Alexa uses ASR, its auditory reach is expansive. It can hear individuals typing across the room such that it can record PIN codes and text messages by picking up

and listening to the vibration of the screen while a user's finger taps it. Alexa has recorded people during intimate moments, sent and forwarded audio recordings of private conversations to family members, without the intent of the Alexa user, activate accidentally, begin recording, and upload the 'eavesdropped' audio to the cloud. Many Class Members have been unable to find a way to disable Alexa when they were concerned that the Alexa Devices were always listening to them.

65. The Defendant's, Amazon's, deceptive practice of improperly recording communications is rampant. Hundred of transcripts of conversations are uploaded to the cloud *each day* that Alexa Devices have recorded without being intentionally activated. The State Bar of California clarified that lawyers working remotely must implement measures to safeguard confidential client information, which can be accomplished, in part, by *disabling Alexa Devices*. The American Bar Association has also recommended this same procedure.
66. Concerns relating to the Defendant's, Amazon's, practice of collecting and retaining Voice Information on its own servers for later use and analysis were also highlighted in a letter by United States Senator Chris Coons to the Defendant, Amazon. Senator Coons raised concerns relating to: (1) reports suggesting the Defendant, Amazon, indefinitely preserves transcripts of Alexa voice recordings, even after users delete the associated audio files; and (2) the inability for users to delete text transcripts, making deleted recordings effectively pointless, and requested clarity on what types of data (audio, text, metadata) the Defendant, Amazon, collects, stores, and shares, and what controls users have.
67. In response, the Defendant, Amazon, conceded that it keeps transcripts and voice recordings indefinitely and/or permanently. Further, the Defendant, Amazon, suggested it removes transcripts and recordings if they are manually deleted by users. However, because Alexa utilizes "'other storage systems[,]'" there are still records that exist from "some conversations with Alexa . . . even if people remove the audio[.]" In other words, "'Amazon's response leaves open the possibility that transcripts of user voice interactions with Alexa are not deleted from all of Amazon's servers, even after a user has deleted a recording of his or her voice . . . What's more, the extent to which this data is shared with third parties, and how those third parties use and control that information, is still unclear."

iv. The Defendant's, Amazon's, Conditions of Use and Privacy Notice are misleading

68. During the Class Period, the Defendant, Amazon, purported to obtain consent to record registered Alexa users, however, it unlawfully concealed its disclosures and layers of terms through the use of: (1) small blue font in black background; (2) inconspicuous and insufficient notice; (3) hyperlinks to other pages; and (4) catch-all and vague phrases and/or terminology. As averred to herein, the Defendant, Amazon, failed to give notice to the Class Members that their Voice Information is being recorded, collected, retained, used and/or disclosed.
69. The Defendant, Amazon, provides its disclosure and terms of use in, *inter alia*: (1) the Conditions of Use; (2) Privacy Notice; (3) electronic device-specific terms of use, including Alexa Terms of Use; (4) various Frequently Asked Questions (FAQ); and (5) other legal notices (collectively, the “**Agreements**”), either on its website, or in the form of embedded links on sign-up screens redirecting to the Agreements.
70. When a person uses any of the Alexa Devices, they are required to review and accept the Conditions of Use and Privacy Notice. During the Class Period, the Defendant, Amazon, did not provide explicit instructions to review and accept all applicable agreements. Instead, Amazon incorporated these agreements through vague and indirect references.
71. Further, the Defendant, Amazon, routinely modified its disclosures and terms after a user had completed the Alexa registration process, without providing notice to Class Members. As a result, the terms and disclosures that Class Members initially agreed to at the time of registration may have been materially different from the versions that were later imposed.
72. As such, the Class Members had no way of knowing whether the Conditions of Use and Privacy Policy constituted the entirety of their agreement with the Defendant, Amazon.
73. The Defendant, Amazon, consistently represented to Class Members throughout the Class Period that it designed “all of our systems and devices with your privacy in mind.”
74. Prior to 2020, there was no way for Class Members to have the data associated with their interactions with Alexa deleted and it was stored indefinitely. In 2020, the Defendant,

Amazon, introduced a feature which purported to allow Class Members to have the data associated with their Alexa interactions deleted. However, until July 19, 2023, the Defendant, Amazon, merely deleted the audio file from the Alexa App, but kept the Voice Information.

75. When Class Members chose to delete the data on one or more of their interactions with Alexa, the Defendant, Amazon, changed what was visible to the Class Members so that it appeared that the interactions had been completely deleted even though the Defendant, Amazon, was retaining the Voice Information.
76. During the Class Period, the Defendant, Amazon, told Class Members in the Privacy Notice that it collected the following types of personal information:
 - **Information You Give Us:** We receive and store any information you provide in relation to Amazon Services. Click here to see examples of what we collect. You can choose not to provide certain information, but then you might not be able to take advantage of many of our Amazon Services.
 - **Automatic Information:** We automatically collect and store certain types of information about your use of Amazon Services, including information about your interaction with content and services available through Amazon Services. Like many websites, we use "cookies" and other unique identifiers, and we obtain certain types of information when your web browser or device accesses Amazon Services and other content served by or on behalf of Amazon on other websites. Click here to see examples of what we collect.
 - **Information from Other Sources:** We might receive information about you from other sources, such as updated delivery and address information from our carriers, which we use to correct our records and deliver your next purchase more easily. Click here to see additional examples of the information we receive.
77. If Class Members followed the internal "Click here" link, they were taken to a page that supplied a number of examples of data collection, which included "voice recordings when you speak to Alexa."
78. Similarly, by following another link in the Privacy Notice, the Class Members were taken to a page called "Alexa, Echo Devices, and Your Privacy". That page explained that:

“When you speak to Alexa, a recording of what you asked Alexa is sent to Amazon’s cloud where we process your request and other information to respond to you.” It went on to say that “Echo devices are designed to detect only your chosen wake word (Alexa, Amazon, Computer or Echo). The device detects the wake word by identifying acoustic patterns that match the wake word. No audio is stored or sent to the cloud unless the device detects the wake word.”

79. Further, the Defendant, Amazon, promised the Class Members that:

We use your personal information to operate, provide, develop, and improve the products and services that we offer our customers. These purposes include:

- **Purchase and delivery of products and services.** We use your personal information to take and handle orders, deliver products and services, process payments, and communicate with you about orders, products and services, and promotional offers.
- **Provide, troubleshoot, and improve Amazon Services.** We use your personal information to provide functionality, analyze performance, fix errors, and improve the usability and effectiveness of the Amazon Services.
- **Recommendations and personalization.** We use your personal information to recommend features, products, and services that might be of interest to you, identify your preferences, and personalize your experience with Amazon Services.
- **Provide voice, image and camera services.** When you use our voice, image and camera services, we use your voice input, images, videos, and other personal information to respond to your requests, provide the requested service to you, and improve our services. For more information about Alexa voice services, [click here](#).
- ...
- **Advertising.** We use your personal information to display interest-based ads for features, products, and services that might be of interest to you. We do not use information that personally identifies you to display interest-based ads. To learn more, please read our Interest-Based Ads notice.

80. If Class Members followed the link about Alexa voice services, they were led to the “Alexa, Echo Devices, and Your Privacy” page which told them that “we use your requests to Alexa to train our speech recognition and natural language understanding systems using machine learning. Training Alexa with real world requests from a diverse range of customers is necessary for Alexa to respond properly to the variation in our customers’ speech patterns,

dialects, accents, and vocabulary and the acoustic environments where customers use Alexa.”

81. The Defendant’s, Amazon’s, Privacy Notice also promised that “to the extent required by applicable law, you may have the right to request access to or delete your personal information. If you wish to do any of these things, please contact Customer Service.”
82. The Defendant’s, Amazon’s, disclosure throughout the Class Period was materially similar.
83. Throughout the Class Period, the Defendant’s, Amazon’s, Conditions of Use, Privacy Notice, and/or the Agreements did not adequately disclose to the Class Members the full extent of the collection and retention of their Voice Information, and that it was using it for financial gain. Further, it did not explain to Class Members how to delete their Voice Information.
84. The Defendant’s, Amazon’s, current Privacy Notice tells users that, “When you consent to our processing your personal information for a specified purpose, you may withdraw your consent at any time, and we will stop any further processing of your data for that purpose.” And that, “to the extent required by applicable law, you have the right to request access to, correct, and delete your personal data.”
85. The Defendant’s, Amazon’s, current Alexa Terms of Use refer to an “Alexa and Alexa Device FAQs” page, which promises Alexa users that:

You can review Alexa voice recordings associated with your Amazon account and delete those voice recordings one by one, by date range, by Alexa-enabled device, by attributed Voice ID, or all at once by visiting Settings > Alexa Privacy in the Alexa app and Echo Show devices or <https://www.amazon.ca/alexaprivacysettings>. From either page, you can also choose to have your Alexa voice recordings older than 3 or 18 months deleted automatically, or you can choose to not save any voice recordings. If you choose not to save any Alexa voice recordings, we will automatically delete your voice recordings after we process your requests and automatically delete all of the voice recordings currently in your Voice History as well. And you can delete all those voice recordings associated with your account all at once for each of your Alexa-enabled devices and apps by visiting Manage Your Content and Devices.

You can also enable the ability to delete your recordings by voice at Settings > Alexa Privacy > Manage Your Alexa Data in the Alexa app and Echo Show devices or <https://www.amazon.ca/alexaprivacysettings>. When enabled, anyone with access to your Alexa-enabled devices can ask Alexa to delete voice recordings associated with your account. Deletion by voice is automatically enabled if any member of your household has created an Alexa voice ID and their voice is recognized when requesting to delete recordings by voice. You can delete the voice recording of your last request by saying "Alexa, delete what I just said." In addition, with a voice ID, you can say "Alexa, update my privacy settings" or "Alexa, auto-delete my voice recordings" to have your voice recordings older than 3 or 18 months deleted automatically, or to have them not saved at all.

86. The FAQ document goes on to tell users that, "When you delete Alexa voice recordings associated with your account from Voice History, we will delete the voice recordings that you selected and the text transcripts of those recordings from Amazon's cloud. If you choose not to have any Alexa voice recordings saved, the text transcripts of your requests will be retained for 30 days, after which they will be automatically deleted."
87. The FAQ document still does not reveal the Defendant's, Amazon's, mechanism for collection, retention and deletion of the Class Members' Voice Information.
88. As such, during the Class Period, the Defendant, Amazon, failed to disclose to the Class Members via its Conditions of Use, Privacy Notice, or the Agreements that it recorded, collected, retained, and/or used the Voice Information not intended for Alexa, and therefore, it did not have their express consent to do so.

v. The Defendant, Amazon, has engaged in similar conduct and/or unfair business practices in the past

Violations of the United States *Children's Online Privacy Protection Act* ("**COPPA**")

89. In May 2023, the FTC and DOJ brought a complaint against the Defendants, Amazon.com, Inc. and Amazon.com Services LLC, that they kept sensitive voice and geolocation data of children for years, prevented the parents from exercising their deletion rights, and used it for their own purposes, while putting data at risk of harm from unnecessary access.

90. In particular, the FTC alleged that:

“Amazon prominently and repeatedly assured its users, including parents, that they could delete voice recordings collected from its Alexa voice assistant and geolocation information collected by the Alexa app. The company, however, failed to follow through on these promises when it kept some of this information for years and used the data it unlawfully retained to help improve its Alexa algorithm, according to the complaint.”

91. Samuel Levine, Former Director of the FTC’s Bureau of Consumer Protection, highlighted the significance of the Defendants’, Amazon.com, Inc.’s and Amazon.com Services LLC’s, violation by stating:

“Amazon’s history of misleading parents, keeping children’s recording indefinitely, and flouting parents’ deletion request violated COPPA and sacrificed privacy for profits”

and:

“COPPA does not allow companies to keep children’s data forever for any reason, and certainly not to train their algorithms.”

92. On July 19, 2023, the DOJ and the Defendants, Amazon.com, Inc. and Amazon.com Services LLC, entered into a Stipulated Order for a Permanent Injunction, in which the Defendants, Amazon.com, Inc. and Amazon.com Services LLC, agreed to pay a \$25 million USD-fine and effectively admitted to a number of instances of unlawful data misuse by agreeing to several conditions, as follows:

- (a) they could not misrepresent the extent to which it retains, limits, or permits access to, or deletes any Alexa App Geolocation Information or Voice Information;
- (b) they could not misrepresent the extent to which a consumer could exercise control over the retention, deletion or access to the Alexa App Geolocation Information or Voice Information; and
- (c) they could not misrepresent the extent to which a parent could exercise control over Amazon’s retention or deletion of children’s Voice Information and the steps a parent would have to take to implement those controls.

93. In the same order, the Defendants, Amazon.com, Inc. and Amazon.com Services LLC, agreed to delete all Alexa App Geolocation and Voice Information collected from consumers in the United States where the consumer had previously requested that it be deleted, including children's information.
94. The Defendants, Amazon.com, Inc. and Amazon.com Services LLC, agreed that they would not subsequently use the information to develop its products. It also agreed to extensive privacy programs and notices.

Manipulative, coercive, and/or deceptive user-interface designs

95. On June 21, 2023, the FTC filed a complaint against the Defendant, Amazon.com, Inc., alleging that it uses manipulative, coercive, or deceptive user-interface designs known as "dark patterns" to trick and automatically enroll millions into or renew Prime subscriptions without explicit consent, and making it unduly difficult to cancel, with extra clicks and misleading prompts.
96. The Defendant, Amazon, employed similar "dark patterns" to obscure and mask both the overarching consent obtained from Class Members and the true extent of data disclosure relating to Alexa devices, embedding these practices within layers of convoluted, vague, and overly broad terms.
97. Further, the Defendant, Amazon, employed similar practices by providing Class Members with a burdensome opt-out mechanism, deeply embedded within the settings of Alexa devices, rather than defaulting to a policy of not storing any data.
98. Even where an opt-out option existed, Class Members were not adequately informed of the full extent of Alexa's recordings, leaving them unable to make an informed decision about whether to opt out. Without knowledge that, and what, Alexa continuously records, Class Members had no reason to consider or exercise the opt-out feature.

vi. The Defendant's, Amazon's, collection of Voice Information caused economic loss to Plaintiff and Class Members

99. Human voice data is considered by some to be the “next frontier.” Voice data is an untapped resource with a tremendous amount of potential value. One such example is seen in the voice biometrics market which is currently valued at approximately \$4 billion USD.
100. Moreover, market participants in the data brokerage market see real-world value in simple and short phrases as concise as “[m]y voice is my password.” To that end, companies are paying individuals to record their voices making these short statements, in order to obtain such voice recordings from individuals.
101. Further, one of the Defendant's, Amazon's, competitors, Meta Platforms, Inc. (“Meta”), has offered to pay individuals for their voice recording. This program, known as “Pronunciations,” allowed individuals to receive up to \$5 in compensation in exchange for a recording of themselves saying “‘Hey Portal,’ followed by the first name of a friend from your friends list.” Meta has thus placed monetary value on individual's voice recordings, even where such voice recordings are limited to *one word* (e.g. someone's first name).
102. During the Class Period, Defendant, Amazon recorded, collected, retained, used and/or disclosed the Voice Information of Class Members without providing them proper consideration or compensation. While many companies pay market rates for such voice recordings, the Defendant, Amazon, unlawfully obtained these recordings without offering any remuneration. By doing so, the Defendant, Amazon, deprived Class Members of the value inherent in their Voice Information—personal property—as well as the derivative value stemming from the content of their personal conversations. Consequently, the Defendant, Amazon collected, retained, and/or used the Voice Information for its own commercial benefit, profiting from assets it does not own and denying Plaintiff and Class Members fair compensation for their property.
103. The Defendant, Amazon, possessed the ability to ask for proper consent from Class Member to record and store their Voice Information. It could have asked Class Members whether they would like to prevent Alexa from maintaining a permanent database of their conversations, or it could have asked Class Members for affirmative consent to indefinitely

record and store conversations and then deactivated the permanent recording function for Class Members who did not consent.

104. In particular, the Defendant, Amazon, could have made ubiquitous announcements that the conversation would be recorded and stored, regardless of whether the activation is intentional or not, allowing each person to stop communicating, turn off, or unplug the device before continuing, or it could simply only use the intentional wake word voice recording for the duration necessary to store them locally on the device, rather than transmit every single recording to the Defendant's, Amazon's, servers. Moreover, it could have designed Alexa Devices to, by default, automatically delete recordings unless a user affirmatively allowed the Defendant, Amazon, to use the recordings, instead of having a cumbersome process to delete past recordings, without providing an option to stop Alexa Devices from making the recordings in the first place. During the Class Period, the only way to prevent the recordings was to mute an Alexa Device's microphone, or unplug the device entirely, which defeated its intended purpose.
105. The Defendant, Amazon, however, chose not to do this because it was antithetical to its overarching objective of collecting "large quantities of data" to further its commercial endeavors. To that end, the use of Alexa Devices to unlawfully record, collect, retain, and/or use the Voice Information of the Class Members worked exactly as the Defendant, Amazon, intended.

Part 2: RELIEF SOUGHT

1. The Plaintiff, on her own behalf, and on behalf of the Class Members, claims against the Defendants jointly and severally, as follows:
 - (a) an order certifying this action as a class proceeding pursuant to the *Class Proceedings Act*, R.S.B.C. 1996, c.50 ("**CPA**") and appointing the Plaintiff as the named representative of the Class;
 - (b) a declaration that the Defendants:
 - (i) breached sections 4 and 5 of the *Business Practices and Consumer*

Protection Act, S.B.C. 2004 (“**BPCPA**”); sections 5 and 6 of the *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; sections 6 and 7 of *The Consumer Protection and Business Practices Act*, SS, 2013, c C-30.2; sections 2 and 3 of *The Business Practices Act*, C.C.S.M. c B120; sections 14(1) and (2) of the *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; section 10 of the *Consumer Protection Act*, S.N.B. 2024, c 1; section 2 of *Business Practices Act*, R.S.P.E.I. 1988, c B-7; section 7 of *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.1; and articles 37, 38, 40, 41, 53, 54 215, 219, and 228 of the *Consumer Protection Act*, C.Q.L.R. c. P-40.1, and are consequently liable to the Plaintiff and Class Members for damages;

- (ii) breached the Plaintiff’s and Class Members’ statutory right to privacy under the *Privacy Act*, R.S.B.C. 1996, c.373 (“**PA**”); *The Privacy Act*, C.C.S.M., c P125; *The Privacy Act*, R.S.S., 1978, c.P-24; the *Privacy Act*, R.S.N.L., 1990, c. P-22; Québec’s privacy laws, including the *Civil Code of Québec*, C.Q.L.R., c. C.C.Q., 1991; and the *Québec Charter of Rights and Freedoms*, C.Q.L.R. c. C-12, and are consequently liable to the Plaintiff and Class Members for damages;
- (iii) breached the Plaintiff’s and Class Members’ statutory right to privacy under the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5 (“**PIPEDA**”); *Personal Information Protection Act*, S.B.C., 2003, c. 63; *Personal Information Protection Act*, S.A. 2003, c. P-6.5; and *Act Respecting the Protection of Personal Information in the Private Sector*, C.Q.L.R. c. P-39.1, and are consequently liable to the Class Members for damages;
- (iv) committed the tort of intrusion upon seclusion against Class Members resident in the Provinces of Manitoba, New Brunswick, Nova Scotia, Prince Edward Island, Ontario, Prince Edward Island; and the Territories of Yukon, Nunavut, and Northwest Territories, and are consequently liable to the Class Members for damages;

- (v) breached their contracts with the Plaintiff and Class Members, and are consequently liable to the Plaintiff and Class Members for damages; and
 - (vi) unjustly enriched themselves to the deprivation of the Plaintiff and Class Members, and are consequently liable to the Plaintiff and Class Members for damages;
- (c) an Order for the statutory remedies available under the *BPCPA*; *Consumer Protection Act*, RSA 2000, c. C-26.3; *Consumer Protection and Business Practices Act*, S.S., 2013, c C-30.2; *The Business Practices Act*, C.C.S.M. c. B120; *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A, article 272 of the *Consumer Protection Act*, C.Q.L.R. c P-40.1, *Consumer Protection Act*, S.N.B. 2024 c 1, *Business Practices Act*, R.S.P.E.I. 1988, c B-7, *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.1; and *Consumer Protection Act*, C.Q.L.R. c. P-40.1, including damages, cancellation and/or rescission of the purchase of the Alexa Devices;
- (d) an Order for the statutory remedies available under the *PA*; *The Privacy Act*, C.C.S.M., c P125; *The Privacy Act*, R.S.S., 1978, c.P-24; the *Privacy Act*, R.S.N.L., 1990, c. P-22; and Québec's privacy laws, including the *Civil Code of Québec*, C.Q.L.R., c. C.C.Q., 1991, and the *Québec Charter of Rights and Freedoms*, C.Q.L.R. c. C-12;
- (e) an Order for the statutory remedies available under the *PIPEDA*; *Personal Information Protection Act*, S.B.C., 2003, c. 63; *Personal Information Protection Act*, S.A. 2003, c. P-6.5; and *Act Respecting the Protection of Personal Information in the Private Sector*, C.Q.L.R. c. P-39.1;
- (f) an Order pursuant to section 29 of the *CPA* directing an aggregate assessment of damages;
- (g) an Order in the form of an injunction requiring the Defendants to permanently delete all Voice Information of the Plaintiff and Class Members and to implement safeguards to prevent further recordings without the explicit consent of the Plaintiff

and Class Members;

- (h) costs of notice and administering the plan of distribution of the recovery in this action plus applicable taxes pursuant to section 24 of the *CPA*;
- (i) exemplary, punitive, and aggravated damages;
- (j) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- (k) such further and other relief as the Honourable Court may deem just.

Part 3: LEGAL BASIS

A. Jurisdiction

1. There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003, c.28 (the “*CJPTA*”) in respect of the Defendant. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10 (e)(i), (e)(iii)(A)(B), (f), (g), (h) and (i) of the *CJPTA* because this proceeding:

- (e)(i) concerns contractual obligations, to a substantial extent, were to be performed in British Columbia;
- (e)(iii)(A)(B) the contract is for the purchase of property, services or both, for use other than in the course of the purchaser’s trade or profession, and resulted from a solicitation of business in British Columbia by or on behalf of the seller;
- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (g) concerns a tort committed in British Columbia;
- (h) concerns a business carried on in British Columbia; and

- (i) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

B. Causes of Action

i. Violation of the *BPCPA* and Parallel Provincial Consumer Protection Legislation

1. The Plaintiff and Class Members hereby incorporate by reference the allegation contained in the preceding paragraphs of the Notice of Civil Claim.
2. The Defendant, Amazon, is in British Columbia for the purpose of the *BPCPA*, and in provinces with parallel consumer protection legislation, as described in **Schedule “A”**.
3. The Plaintiff and Class Members who purchased Alexa and/or Alexa Devices primarily for personal, family or household purposes, and not for resale or for the purpose of carrying on business, were “consumers” as defined in the *BPCPA*, and in provinces with parallel consumer protection legislation, as described in **Schedule “A”**.
4. The Defendant, Amazon, is a “supplier” as defined in the *BPCPA*, and in provinces with parallel consumer protection legislation, as described in **Schedule “A”**.
5. The Agreements constituted a “consumer agreement” or “consumer transaction” between the Defendant, Amazon, and each Class Member for purposes of the *BPCPA*, and in provinces with parallel consumer protection legislation, as described in **Schedule “A”**.
6. The Defendant, Amazon, violated sections 4 and/or 5 of the *BPCPA*, and parallel provincial consumer protection legislation, as described in **Schedule “A”**, by recording, collecting, retaining, and/or using the Voice Information of Class Members, without their knowledge and/or consent, by misrepresenting and/or failing to disclose the extent to which the Voice Information was to be recorded, collected, retained and/or used without their knowledge and/or consent.
7. In particular, the Defendant, Amazon, engaged in unfair practices, and made false, misleading and/or deceptive representations in direct violation of the *BCCPA*, and parallel consumer protection legislation, as described in **Schedule “A”**, including, *inter alia*, the

following:

- (a) that the Defendant, Amazon, takes the Plaintiff's and Class Members' privacy very seriously;
 - (b) that the Plaintiff's and Class Members' personal information associated with the use of Alexa and/or Alexa Devices would only be collected, used, and disclosed within the parameters specifically outlined in the Privacy Policy, and/or the Agreements;
 - (c) that the Privacy Policy and/or the Agreements are compliant with all applicable provincial and federal privacy and/or consumer protection legislation as required by such legislation;
 - (d) that Alexa only records, collects, retains, and/or uses the Voice Information of the Plaintiff and Class Members when the Plaintiff and Class Members use a "wake word" or manually push a button (i.e., that Alexa only listens with the Plaintiff's and Class Members' knowledge and consent); and
 - (e) that the Plaintiff and Class Members have the right to seek the removal and/or deletion of their Voice Information upon demand.
8. The representations that the Defendant, Amazon, made about Alexa and Alexa Devices to the Plaintiff and Class Members were false, misleading and/or deceptive and in violation of the *BCCPA*, and parallel consumer protection legislation, as described in **Schedule "A"**, given that the Defendant, Amazon, made these representations when it knew, or ought to have known, *inter alia*, the following:
- (a) that the Plaintiff's and Class Members' private communications were recorded even when they were not using Alexa and Alexa Devices;
 - (b) that the Privacy Policy, and/or the Agreements, did not adequately disclose the scope of the information collected by Alexa, in that the Plaintiff's and Class Members' Voice Information was recorded even when they were not using Alexa and Alexa Devices;

- (c) that through Alexa, the Defendant, Amazon, was recording, collecting, retaining, and/or using the Plaintiff's and Class Members' Voice Information without their knowledge or consent
 - (d) that the Defendant, Amazon, was disclosing the Plaintiff's and Class Members' Voice Information to third parties without their knowledge or consent;
 - (e) that the Privacy Policy, and/or the Agreements, included the following representations, which, given the Defendant, Amazon's, conduct, are not true:
 - (i) that any Voice Information collected from the Plaintiff and Class Members would not be disclosed and/or shared with third parties;
 - (ii) that any Voice Information collected from the Plaintiff and Class Members would only be disclosed and/or shared with the Plaintiff's and Class Members' consent; and
 - (iii) that any Voice Information collected from the Plaintiff and Class Members would only be recorded, collected, retained and/or used in a lawful manner.
9. As a result of the Defendant's, Amazon's, breaches of the *BCCPA*, and parallel consumer protection legislation, as described in **Schedule "A"**, the Plaintiff and Class Members suffered damages.
10. It is in the interest of justice to waive any notice requirement under the *BCCPA*, and parallel protection legislation, as described in **Schedule "A"**.
- ii. Breach of Privacy under the *PA* and Parallel Provincial Privacy Legislation, except Québec**
11. The Plaintiff and Class Members hereby incorporate by reference the allegation contained in the preceding paragraphs of the Notice of Civil Claim.
12. The Defendant, Amazon, is liable pursuant to section 1 of the *PA*, and parallel provincial privacy statutes, as described in **Schedule "B"**, for its violation of the Plaintiff's and Class Members' privacy and the damages the Plaintiff and Class Members suffered as a result

thereof.

13. Without lawful excuse or the Plaintiff's and Class Members' knowledge or consent, the Defendant, Amazon, willfully used Alexa to record, collect, retain, and/or use the Voice Information of the Plaintiff and Class Members, and further disclosed the Voice Information to third parties.
14. The Defendant's, Amazon's, conduct violated the privacy of the Plaintiff and Class Members. As a result of this violation of privacy, the Plaintiff and Class Members suffered, and continue to suffer, damages.

iii. Violation of *PIPEDA* and Parallel Provincial Legislation relating to the collection, use and/or retention of private information, except Québec

15. The Plaintiff and Class Members hereby incorporate by reference the allegation contained in the preceding paragraphs of the Notice of Civil Claim.
16. The Voice Information of the Plaintiff and Class Member captured by Alexa was "personal information" as defined in section 2(1) of the *PIPEDA*, and/or similar provisions under the parallel provincial legislation relating to the collection, use and/or retention of private information, as described in **Schedule "C"**.
17. The Defendant, Amazon is an "organization" as defined in section 2(1) of the *PIPEDA* and was required by section 5(1) to comply with the mandatory obligations which are set out in Schedule 1 to the *PIPEDA*.
18. By engaging the unlawful conduct as averred to herein, the Defendant, Amazon, breached clauses 4.2 (Identifying Purposes), 4.3 (Consent), 4.4 (Limiting Collection) and 4.5 (Limiting Use, Disclosure and Retention) of Schedule 1 to the *PIPEDA*, and/or similar provisions under the parallel provincial legislation relating to protection of personal information, as described in **Schedule "C"**.
19. The Defendant, Amazon, substantially, unreasonably, willfully, and without claim of right violated the privacy of Class Members. More specifically, the Defendant's, Amazon's, conduct constituted a breach of privacy of the Plaintiff and Class Members for the

following reasons:

- (a) collecting their personal information without their express consent contrary to the express and/or implied terms of the terms of use and privacy notice and applicable privacy law;
 - (b) by retaining the personal data of users without their express consent both in contravention of its obligations under the terms of use and privacy notice and applicable privacy law;
 - (c) by retaining the personal data of users who requested to have their data deleted while representing to them that their data had been deleted; and
 - (d) by using the personal data of users to train Amazon's algorithms, A.I.s, and machine learning software in contravention of its obligations under the terms of use and privacy notice and applicable privacy law
20. The Defendant's, Amazon's, conduct, as averred to herein, was done willfully in the course of its business, as such constituted violations of *PIPEDA*, and/or similar provisions under the parallel provincial legislation relating to protection of personal information, as described in **Schedule "C"**.

iv. Breach of Privacy under the Privacy Legislation in Québec

21. The Québec Class Members hereby incorporate by reference the allegation contained in the preceding paragraphs of the Notice of Civil Claim.
22. The Defendant, Amazon, is liable pursuant articles 35-36 and 1457 of the *Civil Code of Québec*, C.Q.L.R., c. C.C.Q., 1991, article 5 of the *Québec Charter of Rights and Freedoms*, C.Q.L.R. c. C-12, and section 10 of the *Act Respecting the Protection of Personal Information in the Private Sector*, C.Q.L.R. c. P-39.1, for its violation of Québec Class Members' privacy and the damages the Québec Class Members suffered as a result thereof.
23. Without lawful excuse or the Québec Class Members' knowledge or consent, the

Defendant, Amazon, willfully used Alexa to record, collect, retain, and/or use the Voice Information of the Québec Class Members, and further disclosed the Voice Information to third parties.

24. Further, by doing so, the Defendant, Amazon, failed to adequately protect and secure the personal information of the Québec Class Members

v. Intrusion upon Seclusion

25. The Class Members hereby incorporate by reference the allegation contained in the preceding paragraphs of the Notice of Civil Claim.
26. The Defendant, Amazon, intruded upon the seclusion of class members ordinarily resident in the Provinces of Manitoba, New Brunswick, Nova Scotia, Prince Edward Island, Ontario, Prince Edward Island, and the Territories of Yukon, Nunavut, and Northwest Territories.
27. The Defendant, Amazon's, conduct, as alleged herein, constitutes intentional or reckless intrusion upon seclusion that would be highly offensive to a reasonable person.
28. Without lawful excuse or Class Members' knowledge or consent, the Defendant, Amazon, intentionally or recklessly used Alexa to record, collect, retain, and/or use the Voice Information of the Class Members, and further disclosed the Voice Information to third parties.
29. The scope of Voice Information collected by the Defendant, Amazon, is extremely broad. By intercepting and recording Class Members' private conversations at any given time, the Defendant, Amazon, has intruded into the most intimate and vulnerable moments of their lives, without Class Members' knowledge or consent.
30. The commodification of Class Members' Voice Information speaks to the deliberate intentions of the Defendant's, Amazon's, conduct. The Defendant, Amazon, intentionally concealed the scope of the information collected by Alexa and the purposes for which that information would be used.

31. No reasonable person would expect that by purchasing an Alexa Device, his or her conversations with his or her spouse, family members, work colleagues, and/or healthcare providers would be recorded, collected, retained, and/or used, or disclosed to third parties. The knowledge that there is seemingly no place where a Class Member is not surveilled by virtue of simply using an Alexa Device has caused considerable distress, anguish, and humiliation to the Plaintiff and Class Members.

vi. Breach of Contract

32. The Plaintiff and Class Members hereby incorporate by reference the allegation contained in the preceding paragraphs of the Notice of Civil Claim.
33. The Defendant, Amazon, binds the Plaintiff and Class Members by entering into the Agreements, as such there is a contractual relationship between the Plaintiff and Class Members, and the Defendant, Amazon.
34. In particular, when a Class Member registers an Alexa Device, the Class Member is required to review and accept the Agreements.
35. The Defendant, Amazon, represented to the Plaintiff and Class Members that their personal information would be collected, used, and disclosed within the parameters specifically outlined in the Privacy Policy. It was an express term of the Privacy Policy that the Defendant, Amazon, would *only* collect, use, and disclose information within the scope mentioned within the Privacy Policy.
36. It was further expressed that the Defendant's, Amazon's, Privacy Policy would be compliant with all applicable provincial and federal privacy and/or consumer protection legislation.
37. The Defendant, Amazon, breached its contracts with the Plaintiff and Class Members by recording, collecting, retaining, and/or using the Voice Information of the Class Members, for its financial gain, and further by disclosing it to third parties without the Class Members' knowledge and consent, in a manner that was inconsistent with and in violation of the Privacy Policy.

38. In the alternative, the Defendant's, Amazon's, Privacy Policy is intentionally worded in such a way that it deliberately conceals the scope of information collection, use, and disclosure, such that no reasonable person would or could understand that by agreeing to the Privacy Policy, he or she was consenting to being recorded anywhere and at any given time.
39. The Plaintiff and Class Members plead that the Defendant's, Amazon's, conduct amounts to breach of its contractual duties under the Agreements and that the Plaintiff and Class Members have suffered damages as a result of that breach.

vii. Unjust Enrichment

40. The Plaintiff and Class Members hereby incorporate by reference the allegation contained in the preceding paragraphs of the Notice of Civil Claim.
41. Through its misrepresentations, failure to disclose, and unfair and deceptive business practices, as alleged herein, the Defendant, Amazon, was unjustly enriched at the expense of the Plaintiff and Class Members in the form of increased revenues from technological improvements of Alexa and Alexa Devices from the recording, collecting, retaining, and/or using of the Voice Information of the Class Members.
42. Further, Class Members have suffered a corresponding deprivation by the Defendant, Amazon, recording, collecting, retaining, and/or using of the Voice Information of the Class Members without any compensation or economic benefit.
43. There is no juristic reason for the Defendant's, Amazon's, enrichment and the Plaintiff and Class Members' corresponding deprivation in light of its unfair and deceptive business practices and/or its false, misleading and/or deceptive representations to the public, and in light of its breaches of the *BPCPA* and parallel provincial consumer protection legislation, the *PA* and parallel provincial privacy legislation, the *PIPEDA* and parallel provincial legislation relating to the collection, use and/or retention of private information, the contractual obligations, and the common law tort of intrusion upon seclusion.

44. Accordingly, the Plaintiff seeks restitution on behalf of herself and Class Members of all profits derived by the Defendant's, Amazon's, conduct of recording, collecting, retaining, and/or using the Voice Information of Class Members, without their knowledge and/or consent, by misrepresenting and/or failing to disclose the extent to which the Voice Information was to be recorded, collected, retained, used and/or disclosed.

viii. Damages

45. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
46. It was reasonably foreseeable that the Plaintiff and Class Members would suffer damages as a result of the Defendant's, Amazon's, breaches of the *BPCPA* and parallel provincial consumer protection legislation, the *PA* and parallel provincial privacy legislation, the *PIPEDA* and parallel provincial legislation relating to the collection, use and/or retention of private information, the contractual obligations, and the common law tort of intrusion upon seclusion.

ix. Punitive Damages

47. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
48. The Plaintiff and Class Members rely on the facts and allegations herein and state that, in every meaningful sense, the Defendant, Amazon, has acted in a deliberate, unlawful, arrogant, outrageous, secretive, high-handed, callous, wanton and reckless manner for financial gain so as to warrant a claim for punitive damages.

x. Tolling of the *Limitation Act*, S.B.C. 2012, c. 13 (the "*Limitation Act*")

49. The Plaintiff and Class Members had no way of knowing that the Defendant, Amazon, was recording, collecting, retaining, using and/or disclosing their Voice Information without their knowledge and/or consent.
50. Within the *Limitation Act*, and to equivalent legislative provisions in the rest of Canada as described in **Schedule "D"**, the Plaintiff and Class Members could not have discovered

through the exercise of reasonable diligence that the Defendant, Amazon, was concealing extent of its practices relating to the recording, collecting, retaining, using, and/or disclosing of the Plaintiff's and Class Members' Voice Information throughout the Class Period.

51. The Plaintiff and Class Members did not know facts that would have caused a reasonable person to suspect or appreciate that their Voice Information was being unlawfully recorded, collected, retained, used, and/or disclosed.
52. For these reasons, the *Limitation Act*, and to equivalent legislative provisions in the rest of Canada, as described in **Schedule "D"**, has been tolled by operation of the discovery rule with respect to the claims in this proposed class proceeding.
53. Further, due to Defendant's, Amazon's, exclusive knowledge and active concealment of the extent of its practices relating to the recording, collecting, retaining, using, and/or disclosing of the Plaintiff's and Class Members' Voice Information throughout the Class Period, the *Limitation Act*, and to equivalent legislative provisions in the rest of Canada as described in **Schedule "D"** has been tolled.
54. Instead of publicly disclosing the extent of its practices relating to the recording, collecting, retaining, using, and/or disclosing of the Plaintiff's and Class Members' Voice Information, the Defendant, Amazon, kept the Plaintiff and Class Members in the dark as to its unlawful conduct of the using their Voice Information for its technological advancement and/or financial gain.
55. The Defendant, Amazon, was under a continuous duty to disclose to the Plaintiff and Class Members the extent of its practices relating to the recording, collecting, retaining, using, and/or disclosing of the Plaintiff's and Class Members' Voice Information
56. As such, the Defendant, Amazon, is estopped from relying on the *Limitation Act*, and equivalent legislative provisions in the rest of Canada as described in **Schedule "D"**, in defense of this proposed class proceeding.

Plaintiff's address for service:

Dusevic & Garcha
Barristers & Solicitors
210 - 4603 Kingsway
Burnaby, BC V5H 4M4
Canada

Fax number address for service (if any):

(604) 436-3315

E-mail address for service (if any):

ksgarcha@dusevicgarchalaw.ca

Place of trial:

Vancouver, BC, Canada

The address of the registry is:

800 Smithe Street
Vancouver, BC V6Z 2E1
Canada

Dated: July 22, 2025



Signature of K.S. Garcha

lawyer for plaintiff(s)

Schedule “A”

Consumer Protection Legislation Across Canada

Province or Territory	Legislation
Alberta	<p><i>Consumer Protection Act</i>, R.S.A. 2000, c. C-26.3</p> <p>“Goods” - Section 1(1)(e)(i); “Consumers” - Section 1(1)(b)(i); “Consumer Transaction” - Section 1(1)(c)(i); “Supplier” - Section 1(1)(i),(ii) and/or (iii); “Unfair Practices” - Sections 5 and 6; Statutory Remedies - Sections 13(1), (2) and 142.1; and Waiver of Notice - Section 7.1(1)</p>
Manitoba	<p><i>Consumer Protection Act</i>, C.C.S.M. c. C200</p> <p>“Goods” - Section 1; “Consumer” - Section 1; “Consumer Transaction” - Section 1; “Supplier” - Section 1; “Unfair Business Practices” - Sections 2(1) and (3); and Statutory Remedies - 23(2)(a) and (b)</p>
New Brunswick	<p><i>Consumer Protection Act</i>, S.N.B. 2024, c1</p> <p>“Consumer” – Section 1; “Consumer Agreement” – Section 1; “Consumer Transaction” – Section 1; and “Unfair Practices” – Part 2, Section 10</p>
Newfoundland and Labrador	<p><i>Consumer Protection and Business Practices Act</i>, S.N.L., 2009, c C-31.1</p> <p>“Consumer” – Section 2; “Consumer Transaction” – Section 2; and “Unfair Business Practices” – Section 7</p>

Province or Territory	Legislation
Ontario	<p><i>Consumer Protection Act</i>, 2002, S.O. 2002, c. 30, Sch. A</p> <p>“Goods” - Section 1; “Consumer” - Section 1; “Supplier” - Section 1; “Unfair Practices”- Sections 14(1) and (2); Statutory Remedies - Sections 18(1) and (2); and Waiver of Notice - Sections 18(3) and (15)</p>
Prince Edward Island	<p><i>Business Practices Act</i>, R.S.P.E.I. 1988, c B-7</p> <p>“Consumer” - Section 1; “Consumer Representation” - Section 1; and “Unfair Practices”- Section 2 and Section 3</p>
Québec	<p><i>Consumer Protection Act</i>, C.Q.L.R. c. P-40.1</p> <p>“Goods” - Article 1(d); “Consumer” - Article 1(e); “Manufacturer” - Article 1(g); and “Merchant” - Article 1</p>
Saskatchewan	<p><i>The Consumer Protection and Business Practices Act</i>, S.S. 2014, c. C-30.2</p> <p>“Goods” - Section 2(e); “Consumer” - Section 2(b); “Supplier” - Section 2(i); “Unfair Practices” - Sections 6 and 7; and Statutory Remedies - Section 93</p>

Schedule “B”

Privacy Legislation Across Canada

Province or Territory	Legislation
Manitoba	<i>The Privacy Act</i> , C.C.S.M., c P125
Newfoundland and Labrador	<i>Privacy Act</i> , R.S.N.L., 1990, c. P-22
Québec	<i>Civil Code of Québec</i> , C.Q.L.R., c. C.C.Q., 1991; and the <i>Québec Charter of Rights and Freedoms</i> , C.Q.L.R. c. C-12
Saskatchewan	<i>The Privacy Act</i> , R.S.S., 1978, c. P-24

Schedule “C”

**Provincial Legislation Relating
to the Collection, Use and/or Retention
of Private Information Across Canada**

Province or Territory	Legislation
Alberta	<i>Personal Information Protection Act</i> , S.A. 2003, c. P-6.5
Québec	<i>Act Respecting the Protection of Personal Information in the Private Sector</i> , C.Q.L.R. c. P-39.1

Schedule “D”

Limitation Act Legislation Across Canada

Province or Territory	Legislation
Alberta	<i>Limitations Act</i> , R.S.A. 2000, c. L-12
Manitoba	<i>The Limitation of Actions Act</i> , C.C.S.M. c. L150
New Brunswick	<i>Limitation of Actions Act</i> , S.N.B. 2009, c. L-8.5
Newfoundland and Labrador	<i>Limitations Act</i> , S.N.L. 1995, c. L-16.1
Northwest Territories	<i>Limitation of Actions Act</i> , R.S.N.W.T. 1988, c. L-8
Nova Scotia	<i>Limitation of Actions Act</i> , S.N.S. 2014, c. 35
Nunavut	<i>Limitation of Actions Act</i> , R.S.N.W.T. (Nu) 1988, c. L-8
Ontario	<i>Limitations Act</i> , 2002, S.O. 2002, c. 24, Sch. B
Prince Edward Island	<i>Statute of Limitations</i> , R.S.P.E.I. 1988, c. S-7
Québec	<i>Civil Code of Québec</i> , C.Q.L.R., c. C-1991, art. 2908
Saskatchewan	<i>The Limitations Act</i> , S.S. 2004, c. L-16.1
Yukon	<i>Limitation of Actions Act</i> , R.S.Y. 2002, c. 139

ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA

There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and the Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act* R.S.B.C. 2003 c.28 (the "*CJPTA*") in respect of these Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10(e)(i), (iii)(a) & (b), (f), (g), (h) and (I) of the *CJPTA* because this proceeding:

- (e)(i) concerns contractual obligations to a substantial extent, were to be performed in British Columbia;
- (e) (iii)(a) & (b) the contract is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and resulted from a solicitation of business in British Columbia by or on behalf of the seller;
- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (g) concerns a tort committed in British Columbia;
- (h) concerns a business carried on in British Columbia;
- (i) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The proposed consumer protection and right to privacy multi-jurisdictional class proceeding involves the Defendants', Amazon.com, Inc.'s, Amazon.com Services LLC's, and Amazon.com.ca ULC's, practice of using their cloud-based voice artificial intelligence and virtual assistant technology, known as Alexa, to unlawfully record, collect, retain, use and/or disclose the Class Members' private and confidential conversations without their knowledge and/or consent.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☒ a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- ☒ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☐ none of the above
- ☐ do not know

Part 4:

1. *Class Proceedings Act*, R.S.B.C. 1996, c. 50
2. *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003 c. 28
3. *Business Practices and Consumer Protection Act*, S.B.C. 2004; *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, S.S., 2014, c C-30.2; *The Business Practices Act*, C.C.S.M. c B120; *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; *Consumer Protection Act*, S.N.B. 2024 c 1; *Business Practices Act*, R.S.P.E.I. 1988, c B-7, *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31; *Consumer Protection Act*, C.Q.L.R. c. P-40.1
4. *Privacy Act*, R.S.B.C. 1996, c.373; *The Privacy Act*, C.C.S.M., c P125; *The Privacy Act*, R.S.S., 1978, c.P-24; the *Privacy Act*, R.S.N.L., 1990, c. P-22; *Civil Code of Québec*, C.Q.L.R., c. C.C.Q., 1991; and the *Québec Charter of Rights and Freedoms*, C.Q.L.R. c. C-12
5. *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5; *Personal Information Protection Act*, S.B.C., 2003, c. 63; *Personal Information Protection Act*, S.A. 2003, c. P-6.5; and *Act Respecting the Protection of Personal Information in the Private Sector*, C.Q.L.R. c. P-39.1
6. *Court Order Interest Act*, R.S.B.C., c. 79
7. *Limitation Act*, S.B.C. 2012, c.13; *Limitations Act*, R.S.A. 2000, c. L-12; *The Limitations Act*, S.S. 2004, c. L-16.1; *The Limitations Act*, S.S. 2004, c. L-16.1; *The Limitation of Actions Act*, C.C.S.M. c. L150; *Limitations Act*, 2002, S.O. 2002, c. 24, Sch. B; *Limitations Act*, S.N.L. 1995, c. L-16.1; *Limitation of Actions Act*, S.N.S. 2014, c. 35; *Limitation of Actions Act*, S.N.B. 2009, c. L-8.5; *Statute of Limitations*, R.S.P.E.I. 1988, c. S-7; *Limitation of Actions Act*, R.S.Y. 2002, c. 139; *Limitation of Actions Act*, R.S.N.W.T. 1988, c. L-8; *Limitation of Actions Act*, R.S.N.W.T. (Nu) 1988, c. L-8; and *Civil Code of Quebec*, C.Q.L.R., c. C-1991, art. 2908