CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-000027-264

(Class Action)
SUPERIOR COURT

_____

**L. HAMEL-ROY**

*Applicant*

-vs.-

**ADOBE INC**., duly incorporated, with its head office located at 345 Park Avenue, city of San Jose, state of California, 95110-2704, U.S.A.

and

**ADOBE SYSTEMS CANADA INC.,** duly incorporated, with its head office located at 343 Preston Street, city of Ottawa, province of Ontario, K1S 1N4

*Defendants*

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION AND TO APPOINT THE APPLICANT AS REPRESENTATIVE PLAINTIFF**
(Art. 574 C.C.P. and following)

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

## I. GENERAL PRESENTATION

### A) The Action

1. The Applicant wishes to institute a class action on behalf of the following class, of which she is a member, namely:

    - All persons resident in Québec who were enrolled in an Annual Billed Monthly (“ABM”) subscription for an Adobe product and who (a) paid an early cancellation fee, or (b) initiated the cancellation process for the ABM subscription, but ultimately did not complete it and thereafter paid the fee for the full year either because (i) they refused to pay the early cancellation fee, or (ii) they faced prohibitive obstacles to cancelling their subscription;

2. The Defendants own, constitute, and/or operate one of the most ubiquitous, popular and lucrative software companies, responsible for such software products as Photoshop and Acrobat (with its popular .pdf file extensions);

3. The present proposed class action concerns the Defendants' deceptive and unlawful practices pertaining to Annual Billed Monthly ("ABM") subscription services to its various paid products, which involve misleading enrolment and auto-renewal strategies whose objective is to manipulate consumers to become unwittingly enrolled in subscriptions. Consumers such as the Applicant have been repeatedly misled about essential subscription terms, including their duration, the conditions for renewal, policies for cancellation, and the existence and quantum of fees charged for cancelling subscriptions;

4. The Applicant contends that Defendants purposely designed their subscription enrollment process to conceal and neuter the accessibility of information on key terms of its subscriptions, obfuscating transaction terms to which consumers are bound. This includes ABM subscriptions that are presented as being monthly in nature and significant early termination fees charged to consumers upon cancelling those subscriptions;

5. The cancellation processes for said subscriptions are also intentionally significantly prohibitive, essentially trapping consumers into unwanted subscriptions;

6. The Applicant contends that the Defendants' conduct of enrolling class members into paid ABM subscriptions without their prior free and informed consent and making it prohibitively difficult to cancel the subscriptions, the Defendants induced them to make payments in error and are therefore in receipt of payments not actually due;

7. By requiring the Applicant and Class Members to pay early cancellation fees for subscriptions enrolled into without valid informed express consent, the Defendants have unjustly enriched themselves at Applicant and Class Members' expense;

8. The Defendants' conduct also gives rise to faults under the *C.C.Q.* and to violations of the *Consumer Protection Act*, C.Q.L.R. c. P-40.1, and of the federal *Competition Act*, R.S.C., 1985, c. C-34, as discussed herein;

9. The Applicant and Class Members suffered significant legally-cognizable compensable injuries directly and immediately caused by the Defendants' unlawful conduct, and are entitled to claim, *inter alia*:

   (a) The price paid for the ABM subscriptions;

   (b) Any early cancellation fees incurred by Class Members for cancelling ABM subscriptions;

(c) Punitive damages;

10. The Defendants' faults are the direct and immediate cause of the above-mentioned pecuniary, moral, and bodily injuries suffered by the Applicant and Class Members;

B) The Defendants

11. Defendant Adobe Inc. is a Delaware corporation whose principal place of business is located in San Jose, California. Adobe Inc. is one of the most prominent software corporations in the world, with such universally renowned software as Acrobat, Illustrator, Photoshop, Creative Cloud, and more (**Exhibit R-1**);

12. Defendant Adobe Systems Canada Inc., also known as Adobe Canada, is a subsidiary of Defendant Adobe Inc. with a principal place of business in Ottawa, Ontario (**Exhibit R-2**). Adobe Canada conducts business in Quebec and the rest of Canada;

13. Adobe Inc. is the owner of several trademarks registered in Canada and used by Adobe Canada (see e.g., **Exhibit R-3**);

14. Adobe Canada's website (www.adobe.com/ca) is not a standalone website but rather a set of webpages linked directly to Adobe Inc.'s website www.adobe.com (**Exhibit R-4**);

15. Defendants are collectively referred to herein as "Adobe" unless otherwise specified;

16. On information and belief Defendant Adobe Canada operates as Adobe Inc.'s corporate alter ego in Canada such that they are neither separate nor independent. Adobe Canada is directly controlled by Adobe Inc., which directs Adobe Canada's operations and corporate policies;

17. Adobe has directly and indirectly derived substantial revenue from the sale of subscriptions to its suite of software products, including significant revenue derived from the sale of subscriptions to consumers resident in Quebec;

18. The Applicant contends that the Adobe Defendants are solidary liable based on the following reasons;

- each Defendant was the other's agent;
- each Defendant's business was operated so as to be inextricably intertwined with the other's business as one corporate enterprise;
- each Defendant entered into a common advertising, promotion, and subscription strategy with the other;

- each Defendant carried their operations pursuant to a common business plan that was jointly developed;

- each Defendant intended for their businesses to appear to be operated, and were in fact operated, as one common business organization;

C) The Situation

19. The present proposed class action concerns the Defendants' conduct of enrolling class members into paid Annual, Billed Monthly ("ABM") subscriptions without their prior free and informed consent, making it prohibitively difficult to cancel the subscriptions, and charging a significant early cancellation fee whose existence and quantum are not disclosed to consumer at the time of enrollment;

20. Adobe's conduct fits into a troubling, widespread and systematic pattern of business practices deployed in the context of subscriptions for products and/or services for which enrollment occurs on the internet;

i) The Contemporary "Subscription Economy"

a) Ubiquity of Software Subscriptions

21. Subscriptions have become ubiquitous in the software industry, whereby software can be accessed on a subscription basis entailing the payment of recurring fees;

22. Initially, software providers employed a model based on perpetual licenses, whereby customers paid a one-time fee to access and use a given software perpetually. Over time, the expansion of the digital age and the ubiquity of cloud-based software saw software providers shift to subscription-based models in lieu of perpetual licensing. With this shift of models came an increase in software providers' revenue derived from recurring fees;

23. The subscription-based model sees customers pay recurring fees – for example, on a weekly, monthly, or yearly basis – in exchange for access to the relevant software products and services;

24. Accompanying the shift to the subscription-based model are mechanisms for automatic renewal of the relevant subscriptions under consumers are continuously automatically billed unless they deliberately cancel. This marked a shift from subscription-based models requiring consumers to actively and deliberately renew at the end of each subscription term, failing which the subscription would not be renewed;

25. Automatic renewal mechanisms are often justified as being convenient to consumers; however, the main benefit accrues to software providers and other businesses making use of such mechanisms, as subscribers are retained for

longer periods and serve as constant revenue streams. An underlying assumption in using automatic renewal mechanisms is that consumers are likely to forget or otherwise omit to prevent renewal of their subscription (see articles attached *en liasse* as **Exhibit R-5**);

b) Deceptive Practices and Consumer Protection Concerns

26. Subscription and auto-renewal models and mechanisms are increasingly raising concerns regarding consent, transparency, and the difficulty of cancelling subscriptions subject to auto-renewal;

27. In essence, Defendants and other business employing these models and mechanisms deploy deceptive, misleading, fraudulent, and unfair practices to manipulate consumers into recurring subscriptions and/or discourage or actively block them from cancellation. These practices are motivated by the imperative of maximizing profits;

28. Common examples of these unfair, misleading, deceptive and fraudulent practices include:

- Making subscriptions easy and/or automatic by default, but making cancellation highly difficult or functionally impossible;
- Advertising low prices to encourage consumers to begin the subscription process, but adding hidden charges and fees at the checkout stage;
- Automatically enrolling consumers in recurring subscription or payment plans by default without clear disclosure or explicit consent;
- Setting up obstacles, hurdles, or barriers making it difficult for consumers to access information or cancel their subscription;
- Hiding or postponing presentation of relevant or material information about a transaction to consumers;
- Using misleading or confusing language to entire users to take or refrain from taking particular actions.

ii) Summary of Problematic Practices Giving Rise to the Present Proposed Class Action

29. The present class action alleges that Applicant and Class Members were, *inter alia*:

- Enrolled into Annual, Billed Monthly (“ABM”) software subscriptions without their free, prior and informed consent through Adobe’s use of deceptive or

ambiguous user interfaces on the www.adobe.com/ca website (including pre-checked boxes, default options, and unclear disclosures); and/or

- Encountered deliberately obstructive and unreasonable obstacles to cancelling their subscriptions (i.e. “dark patterns”); and/or

- Paid substantial early cancellation fees for their ABM subscription.

a) Adobe’s Problematic Subscription Practices

i) Adobe’s Subscription Offers

30. Adobe transitioned to a subscription-based model for its software products in 2012. It was among the first major software companies to do so;

31. Adobe’s subscription-based model and auto-renewal mechanisms have proven highly lucrative to its bottom line, generating $21.51 billion in 2024 alone (see **Exhibit R-6**);

32. Adobe’s subscription-based model involves providing access to given Adobe software products and services through subscription plans that automatically renew at the end of the subscription. Adobe’s three subscription plans options are all auto-renewal: (1) Monthly Plan; (2) Annual Plan, billed monthly (“ABM”); and (3) Annual Plan, paid for in advance (“APPA”);

33. Note that the three types of subscription plan are not necessarily available for all of Adobe’s software products;

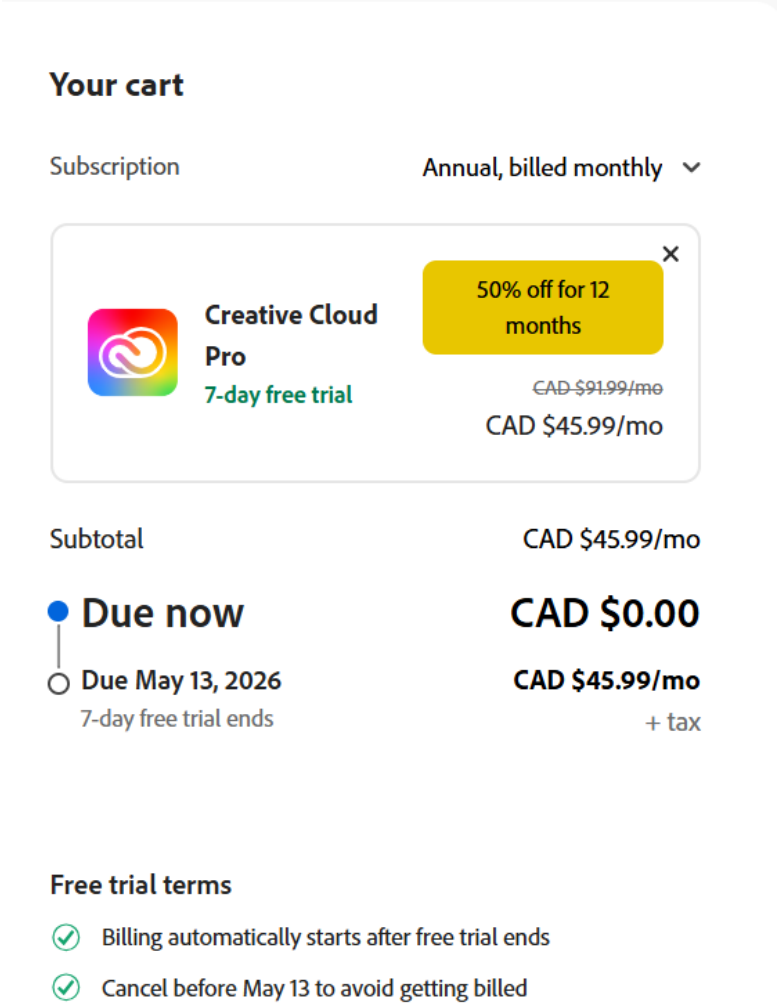
34. The Monthly Plan is a month-to-month subscription without any term commitment. The ABM subscription lasts an entire year and involves consumers paying the annual subscription fee in monthly installments. The APPA subscription also lasts an entire year but involves consumers paying the entire annual fee at the outset;

ii) Promotional Pricing and Free Trials

35. The Adobe Defendants lure consumers into subscriptions by offering a free trial that still requires consumers to provide their credit card information. Signing up for a free trial indeed requires consumers to enter their credit card information and to agree to be enrolled automatically into a subscription plan when the free trial period concludes;

36. Defendants do not force or otherwise require consumers to reconfirm their consent to enroll in the paid subscription when the free trial ends; Adobe automatically enrolls and bills the consumer. Significantly, there no free trial options that allow consumers to select whether to enroll in a paid subscription once the free trial period concludes;

37. The following screenshot enclosed herein as **Exhibit R-7** displays the checkout page for beginning a free trial:




38. The above screenshot clearly shows that consumers are required to enter their credit card information in order to access the free trial. Importantly, both the terms of the free trial and the subscription are only presented to consumers after they have entered their payment information;

39. The fine print of the free trial and subscription terms and conditions are displayed only at the very end of the page in small font and with separately hyperlinks that only open if the consumer actually clicks on it;

40. As such, under Adobe's subscription model, consumers who accept the trial offer are required to agree to become automatically enrolled in the paid subscription at the expiration of the free trial period and for their credit card to be charged

automatically. Consumers are not provided with the opportunity to choose a free trial that does not involve automatic enrollment;

b) Adobe's Misleading Enrollment Processes

41. The enrollment process used by Adobe failed to clearly and prominently disclose and instead deliberately obscured key terms of the Annual Billed Monthly ("ABM") subscription package. This includes the fact that the said subscription is not a monthly plan but a one-year subscription; the existence and amount of the early termination fee; and the relationship between the one-year subscription and the early termination fee;

42. The overall impact of Adobe's insufficient disclosure is to manufacture consumers' consent to enroll in a monthly commitment that is actually a one-year subscription that requires payment for an entire year of service, unless they pay a substantial financial payment for early cancellation;

i) The ABM's Terms and Conditions

43. Subscriptions under the ABM Plan include the following material terms:

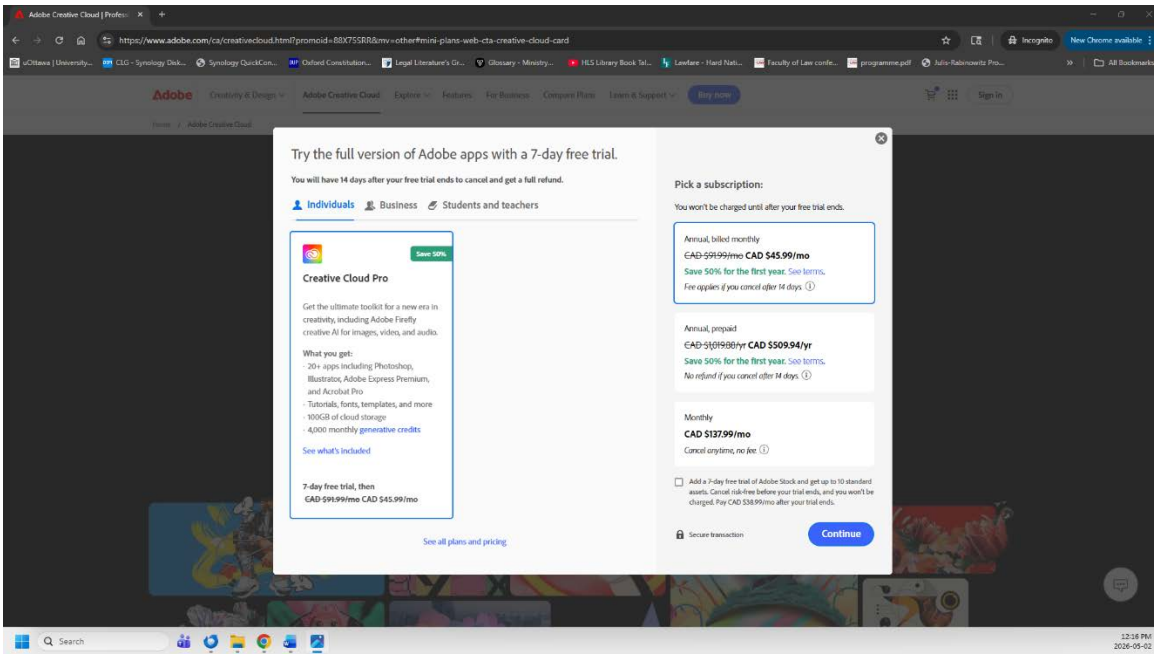
- The subscription is for an entire year;
- Only subscribers who cancel their subscription within 14 days after the date of initial purchase will receive a full refund;
- Subscribers are automatically charged every month until they cancel;
- An early termination fee is charged if the subscriber cancels before the end of the subscription year;
- The early termination fee corresponds to 50% of the total fees for the months remaining in the subscription year at the time of termination;
- Upon cancellation of the subscription, Adobe terminates service at the end of the month in which during cancellation was requested;

44. Overall, the ABM Plan traps unwitting consumers into annual subscriptions that strongly discourage consumers from cancelling and that automatically renew at the end of each subscription year.

ii) Problematic Subscription Selection Process

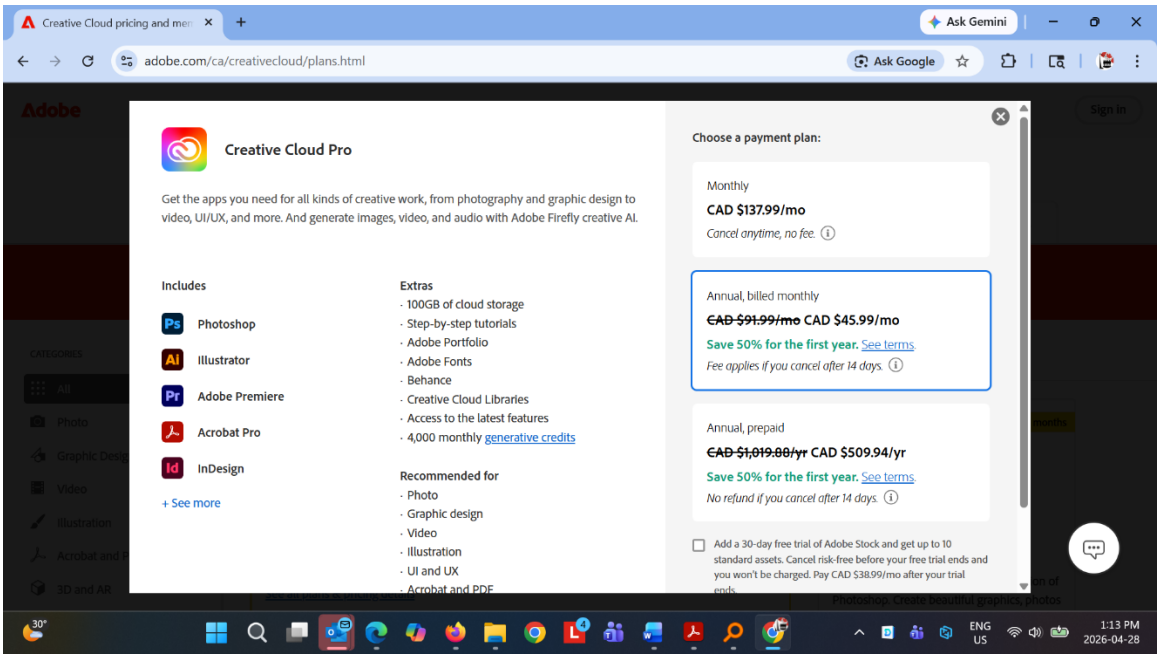
45. Adobe software products can be purchased online by consumers at www.adobe.com/ca by selecting the relevant software product and completing the enrollment process;

46. The beginning of the enrollment process typically involves Adobe proposing to consumers various subscription options available for a given product. Screenshot B, displayed below and enclosed as **Exhibit R-8**, showcases a subscription selection page;




47. As appears in this screenshot, the various subscription options are showcased next to each other, with the subscription cost for each option shown in large bold font;

48. The ABM Plan is almost often preselected as the default in the enrollment process, even if it is not always presented as the first option on the list of plans. As well, only a monthly price is displayed, rather than the entire fee for the annual subscription for which payments are made monthly (see **Exhibit R-9** below):

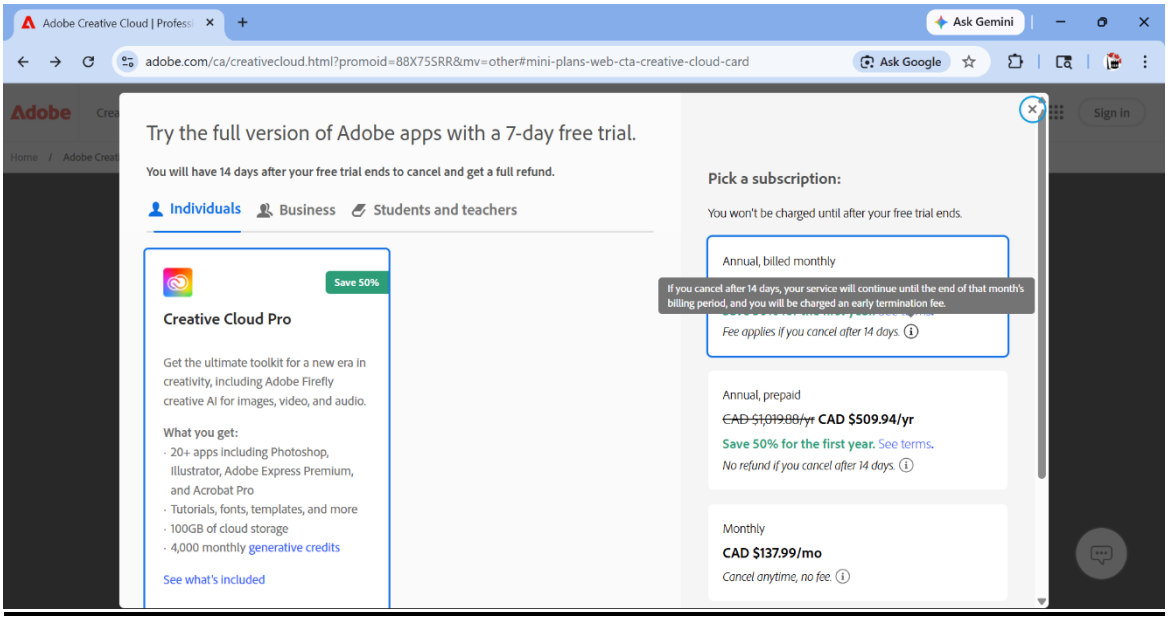



49. As well, for certain software products, the only subscription option offered is the ABM Plan;

50. In either case, the total annual cost is not displayed; only the amount to be charged on a monthly basis;

51. As appears in Screenshot B, each subscription option is accompanied by faint gray text under the price with an icon comprised of the letter “i” in a circle next to the text. The text for the ABM subscription reads “Fee applies if you cancel after 14 days.” To obtain for more information, consumers must hover over or click the “i” icon. If consumers fail to do either, they will not see the information displayed under the icon, as appears in Screenshot C attached herein as **Exhibit R-10**;

**Screenshot C**




52. Screenshot C shows the box that pops up when the consumer hovers over or clicks on the "i" icon. Screenshot C shows that the pop-up box for the ABM subscription provides: "If you cancel after 14 days, your service will continue until the end of that month's billing period, and you will be charged an early termination fee.";

53. Significantly, the Subscription Selection page provides no information as to the amount of the early termination fee, the method of its calculation, or its relationship to the total subscription price;

54. As well, the phrasing used in the text appearing in the pop-up box appears to suggest that cancelled subscriptions are terminated at the end of the month, without alerting customers of the potential significant termination fee applicable to the full remaining annual subscription;

55. Nowhere on the Subscription Selection page does a clear statement appear providing that the subscription is actually an annual subscription;

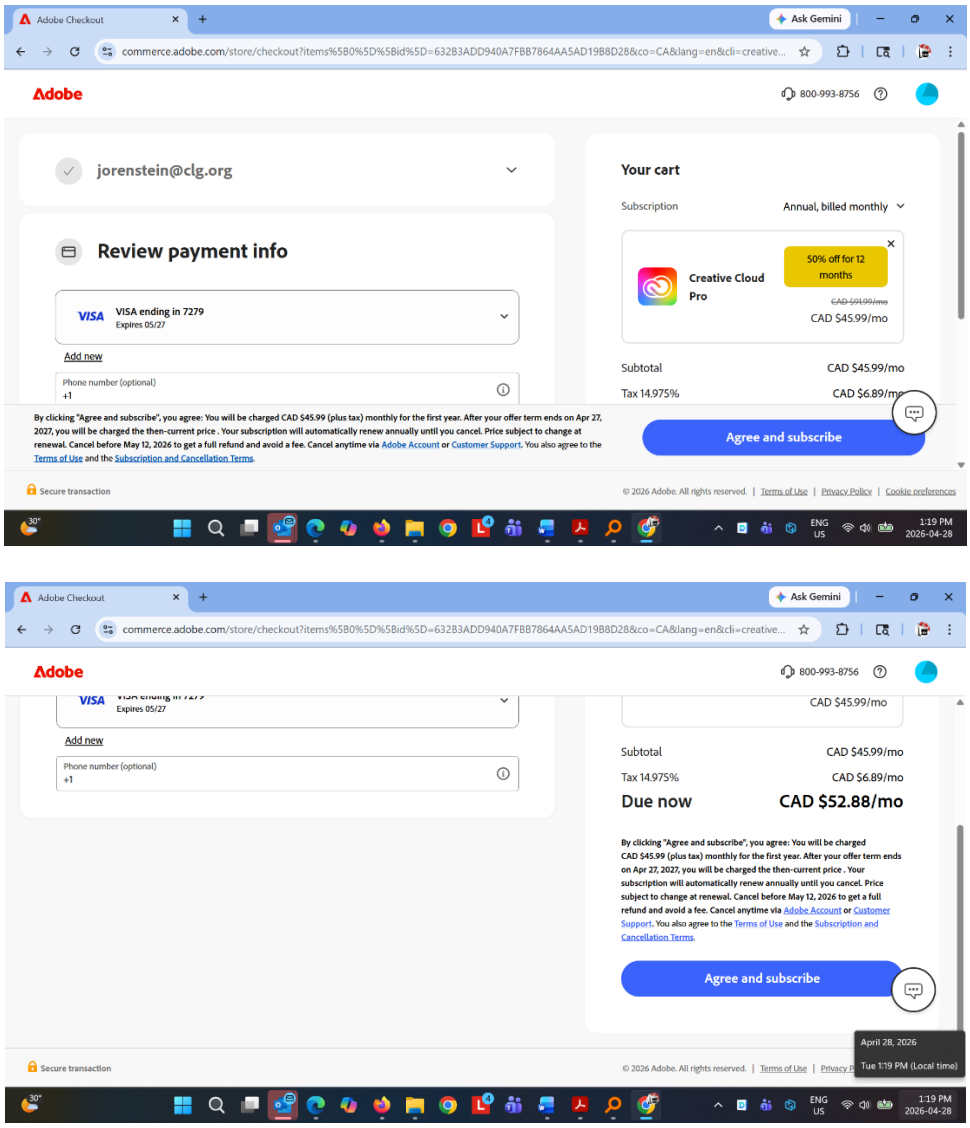
iii) Account Creation Pages and Additional Offers

56. Once consumers have selected a subscription, or maintained the default subscription choice, they must then access additional webpages to proceed with enrollment. This includes a webpage featuring additional offers to add other products and/or services, which are themselves presented with a free trial, and a webpage where consumers are required to create an Adobe account or sign in to their existing account;

57. Nowhere on the additional webpages can be found any information or details about the subscription terms, including its length or early termination fee;

c) The Final Checkout Page

58. After consumers have navigated these additional pages, consumers are then navigated to a final checkout webpage, where they are then to enter their credit card information, as seen in Screenshot D (displayed below and attached herein *en liasse* as **Exhibit R-11**);




59. The webpage displayed in the above screenshot prominently highlights the "monthly" aspect of ABM subscription plans, with the subscription cost repeatedly shown being the per-month installment price. By contrast, the total annual subscription cost does not appear anywhere on the webpage;

60. Nor is the annual nature of the subscription expressly disclosed; there is only an indirect allusion to the one-year subscription commitment through the reference to the automatic renewal at the end of the year and the lack of any subsequent commitment;

61. As well, the annual subscription confusingly transfers into a month-to-month subscription after the first year, which furthers the false impression that the ABM Plan is a flexible monthly subscription agreement;

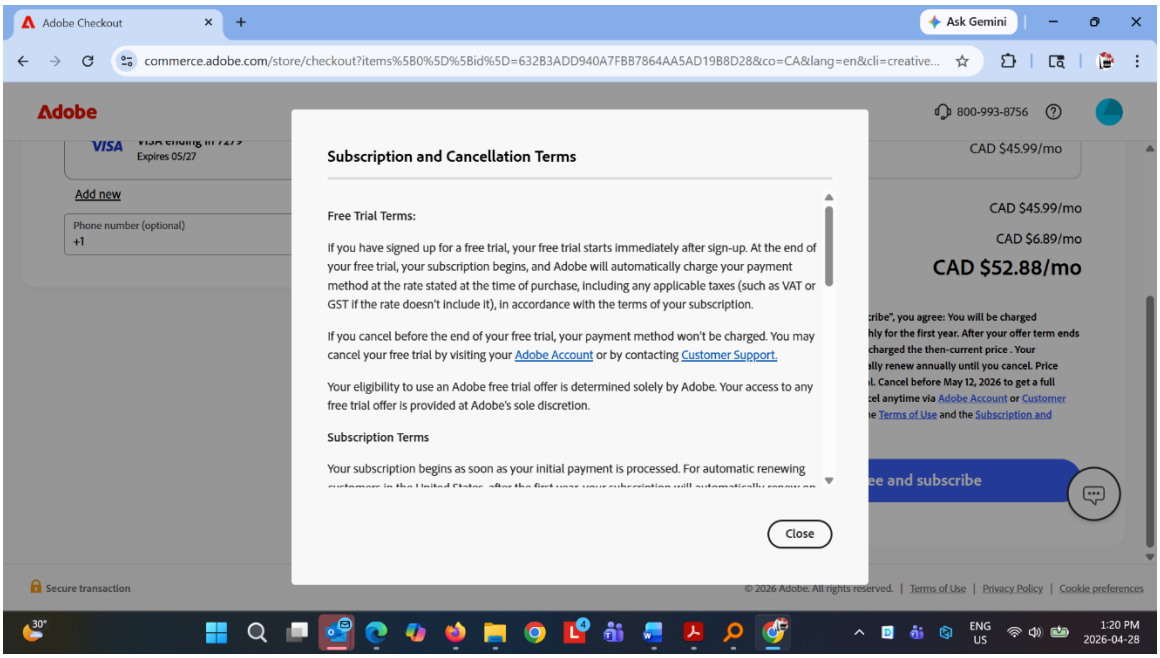
62. Further, the text provides insufficient disclosure to consumers informing that they can “Cancel before [given date] to get a full refund and avoid a fee,” but without clarifying that this is an early termination fee, or providing any information as to its amount;

63. As well, this sentence is ambiguously followed by assuring consumers that they may “Cancel anytime via Adobe Account or Customer Support”, falsely suggesting ease and flexibility that fits uncomfortably with the significant fees triggered by early cancellation;

64. The subscription and cancellation terms can only be accessed by consumers who click on the “Subscription and Cancellation Terms” link, which inconveniently presented with several other links at the tail end of the paragraph. Clicking the link raises a pop-up window as shown in Screenshot E below, which marks the first time that the actual subscription terms are made available to consumers;

65. Once the pop-window is raised, consumers must scroll to the very bottom to access the cancellation terms. This marks consumers’ first and only opportunity to obtain any particular information about cancellation and the early termination fee as part of the convoluted enrollment process;

66. As appears in Screenshot E below (attached herein en liasse as **Exhibit R-12**), the cancellation terms provide “If you cancel within 14 days of your initial order, you’ll be fully refunded. Should you cancel after 14 days, you’ll be charged a lump sum of 50% of your remaining contract [sic] obligation and your service will continue until the end of that month’s billing period.”;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CAD $45.99/mo
CAD $6.89/mo
CAD $52.88/mo
Subscription and Cancellation Terms
Free Trial Terms:
If you have signed up for a free trial, your free trial starts immediately after sign-up. At the end of your free trial, your subscription begins, and Adobe will automatically charge your payment method at the rate stated at the time of purchase, including any applicable taxes (such as VAT or GST if the rate doesn't include it), in accordance with the terms of your subscription.
If you cancel before the end of your free trial, your payment method won't be charged. You may cancel your free trial by visiting your Adobe Account or by contacting Customer Support.
Your eligibility to use an Adobe free trial offer is determined solely by Adobe. Your access to any free trial offer is provided at Adobe's sole discretion.
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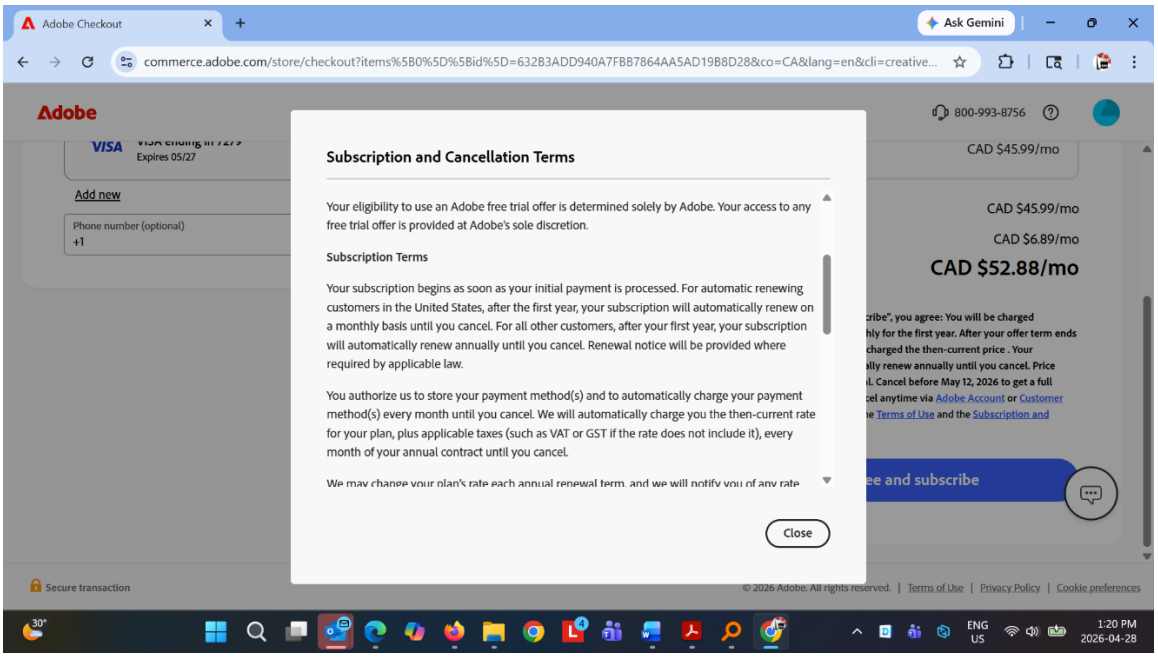
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CAD $52.88/mo
Subscription and Cancellation Terms
Your eligibility to use an Adobe free trial offer is determined solely by Adobe. Your access to any free trial offer is provided at Adobe's sole discretion.
Subscription Terms
Your subscription begins as soon as your initial payment is processed. For automatic renewing customers in the United States, after the first year, your subscription will automatically renew on a monthly basis until you cancel. For all other customers, after your first year, your subscription will automatically renew annually until you cancel. Renewal notice will be provided where required by applicable law.
You authorize us to store your payment method(s) and to automatically charge your payment method(s) every month until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every month of your annual contract until you cancel.
Close
Secure transaction
© 2026 Adobe. All rights reserved. | Terms of Use | Privacy Policy | Cookie preferences
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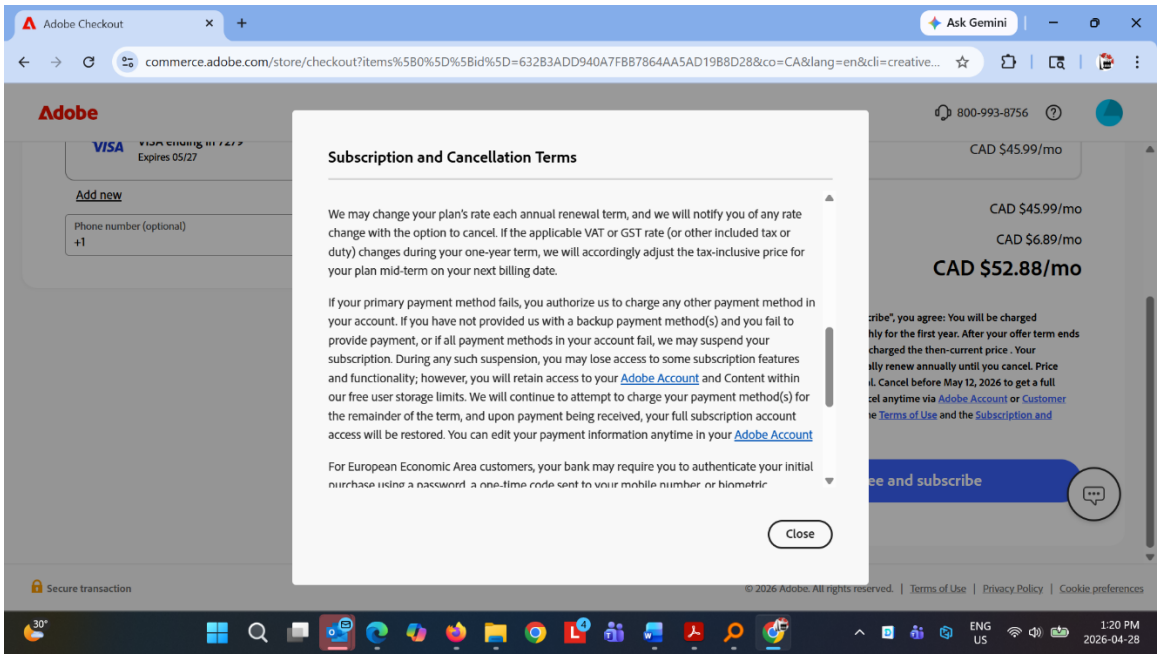
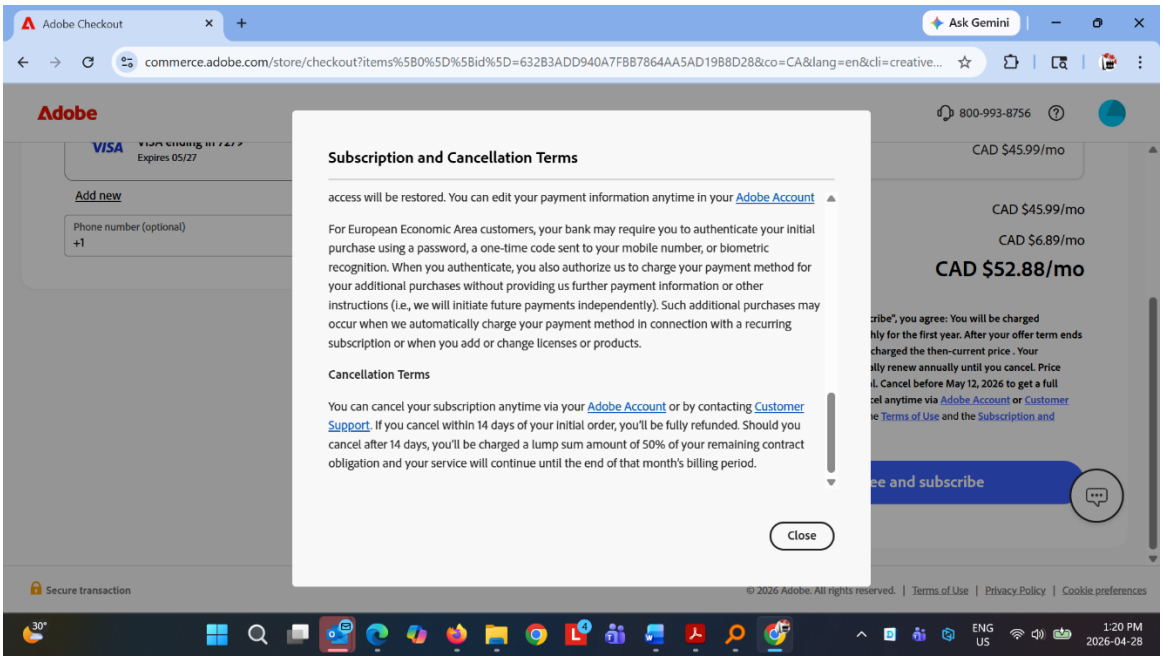
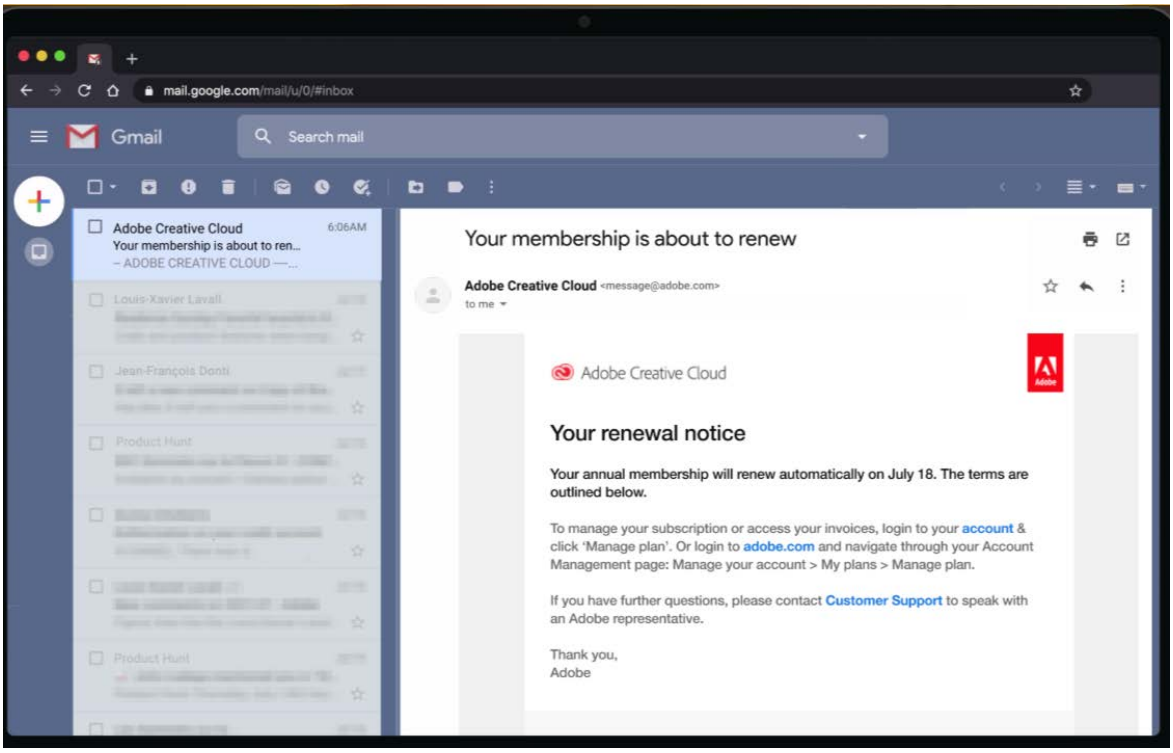



67. The cancellation terms remarkably present the cost of cancellation as a "lump sum amount", eschewing the term "fee" used repeatedly in the enrollment process, making it more difficult for consumers to connect the two. As well, the cancellation terms mark the only instance in which the early cancellation fee is expressly linked to the total value of the contract, an essential detail;

68. The relevant text further fails to clarify the meaning of the phrase "remaining contract obligation" [sic] and does not expressly reference the year-long length of the subscription;

69. In addition, the automatic renewal process used during the class period was significantly opaque, and the email sent by Adobe prior to automatic renewal does not allow for consumers to provide informed consent for renewal as the email fails to disclose key terms of the subscription and renewal (such as the associated subscription fees) (see **Exhibit R-13**, reproduced below);




70. This opaque and under-descriptive renewal notice attempts to capitalize on what is known as "status quo bias," a term used in psychology to characterize the individual human inclination not to change the way things are – the status quo. Status quo bias reflects the unconscious tendency to preserve mental resources and to avoid the stress and effort associated with changing course;

71. Status quo bias notably explains why many customers maintain their subscriptions even if they barely use them. The failure to disclose key terms like subscription fees feeds into and further cultivates status quo bias, as alerting consumers to such terms would serve as incentives to abandon the costly status quo. As discussed below, even if consumers wish to cancel their subscription, they are then faced with an overly complex subscription cancellation process designed to discourage and thwart them from doing so in order to remain enrolled in the relevant Adobe subscription;

*Adobe's Prohibitive Subscription Cancellation Process*

72. Another central aspect of the present proposed class action is that class members encountered deliberately obstructive and prohibitive obstacles to cancelling their subscriptions;

73. This compounds the deleterious and unlawful impacts of Adobe's subscription enrollment process, as discussed hereinabove;

74. Various aspects of the overly and needlessly complex cancellation process are detailed in below;

*i) Early Termination Fees*

75. A signal feature of Adobe's deliberately obstructive and unreasonable cancellation process is the early termination fee charged to consumers who were subscribed to an ABM Plan. This fee amounts to 50% of the months remaining in the annual subscription at the time of cancellation;

76. As the enrollment process is itself misleading, consumers often only learn about the early cancellation fee at the time they inquire into or begin the cancellation process. Unsurprisingly, in discovering the cancellation fee, consumers are then discouraged from proceeding with the cancellation so as to avoid incurring the significant early cancellation fee;

77. The combined effect of the prohibitive early cancellation fee and the immediate inaccessibility of software products and/or services operates as a significant deterrent to cancellation, essentially forcing class members to pay for the rest of the subscription without continuing to enjoy its benefits;

78. Importantly, only cancellation of the ABM subscription leads to the immediate loss of access to products and/or services from the time of cancellation. By contrast, consumers who have subscribed to the Annual Plan who cancel after 14 days continue to have access to the relevant product(s) for the rest of the one-year period. This further shows the uniquely punitive nature of the ABM Plan;

ii) Overly Complex Cancellation Process (Dark Patterns)

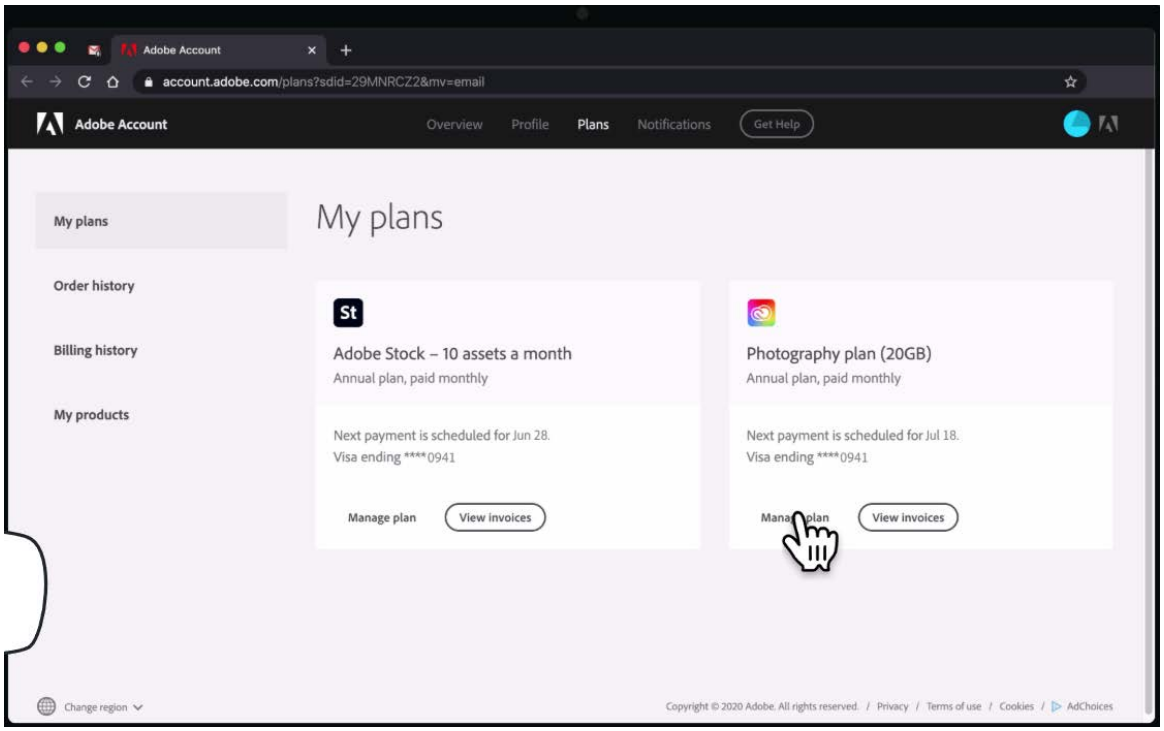
79. Adobe intentionally designed and structured the subscription cancellation process to be frustrating and confusing for consumers in order to cynically discourage them from cancelling and to remain subscribed to the relevant plan. Adobe's conduct is deliberate, as it could have purposely designed the cancellation process to be simple and accessible;

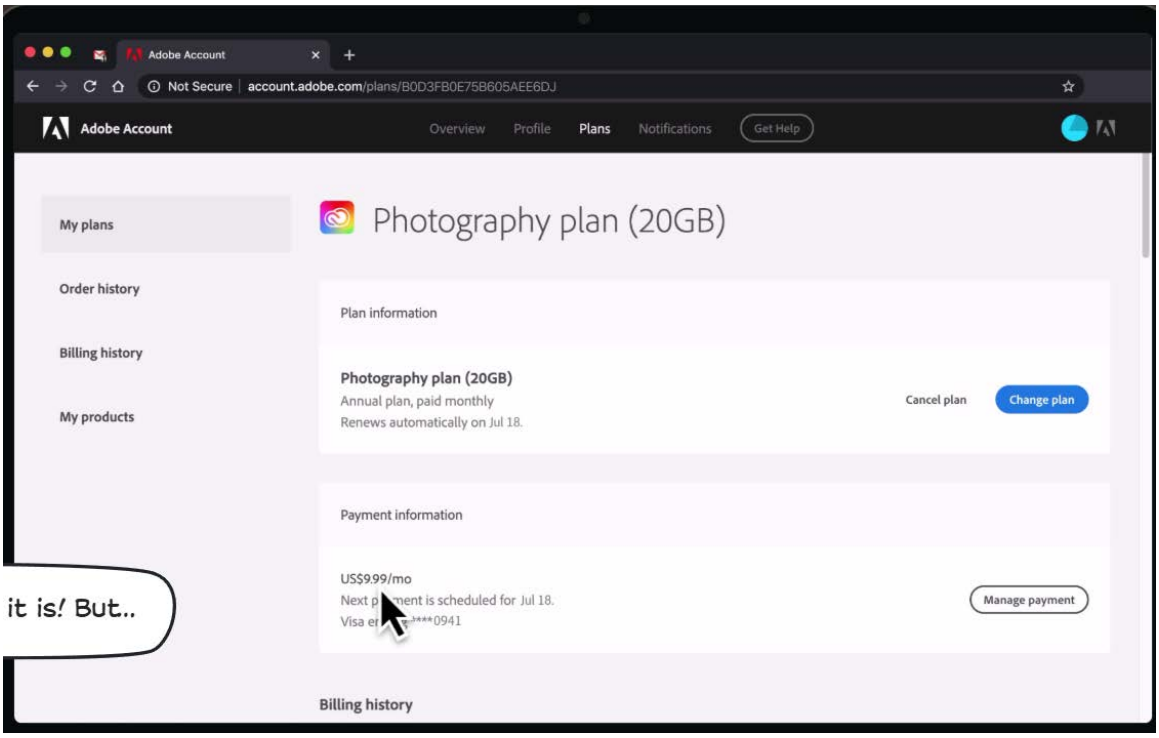
80. Adobe represents to consumers that a subscription may be cancelled online at any time by accessing their Adobe Account page or by contacting Adobe's Customer Service;

81. The cancellation process is not, however, as simple as might appear. Consumers must instead repeatedly make efforts through several channels to cancel their subscription; Adobe also repeatedly tries to persuade consumers not to proceed with the cancellation proceed by offering free trials, discounts, add-ons, and other promotions;

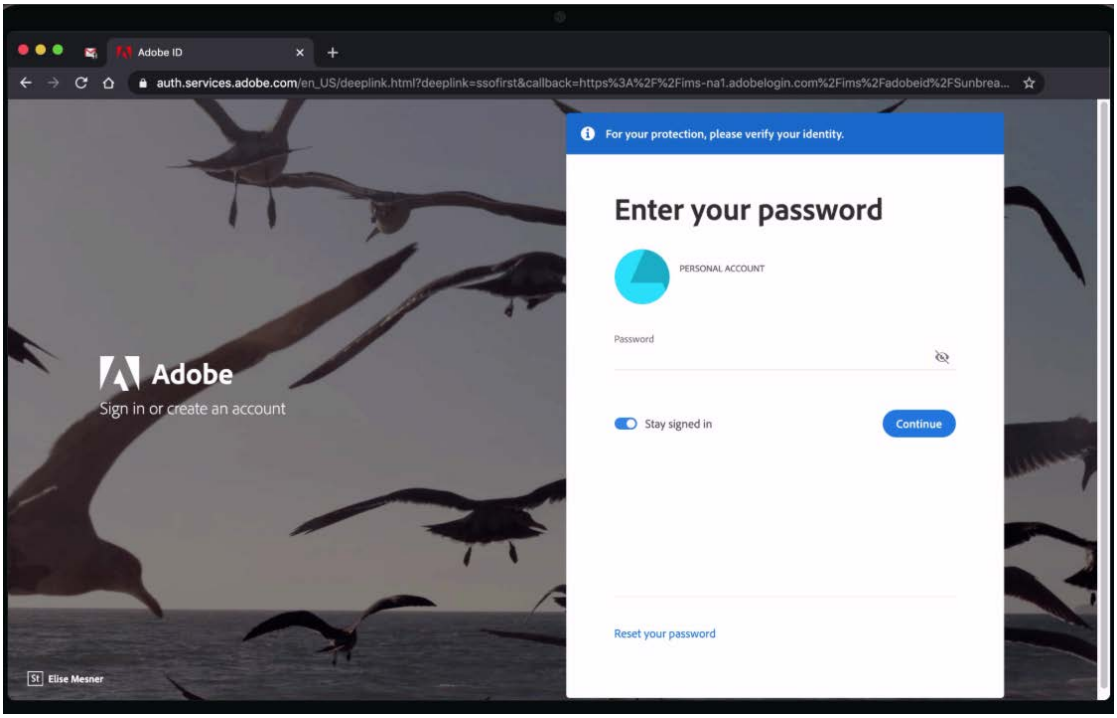
82. In some cases, consumers who were able to cancel their subscription continued to be charged for the subscription and had no choice but to contact Adobe to make the payments stop and receive a refund;

83. Below are a few sequentially-presented screenshots of Adobe's overly complex cancellation process (attached herein *en liasse* as **Exhibit R-14**);

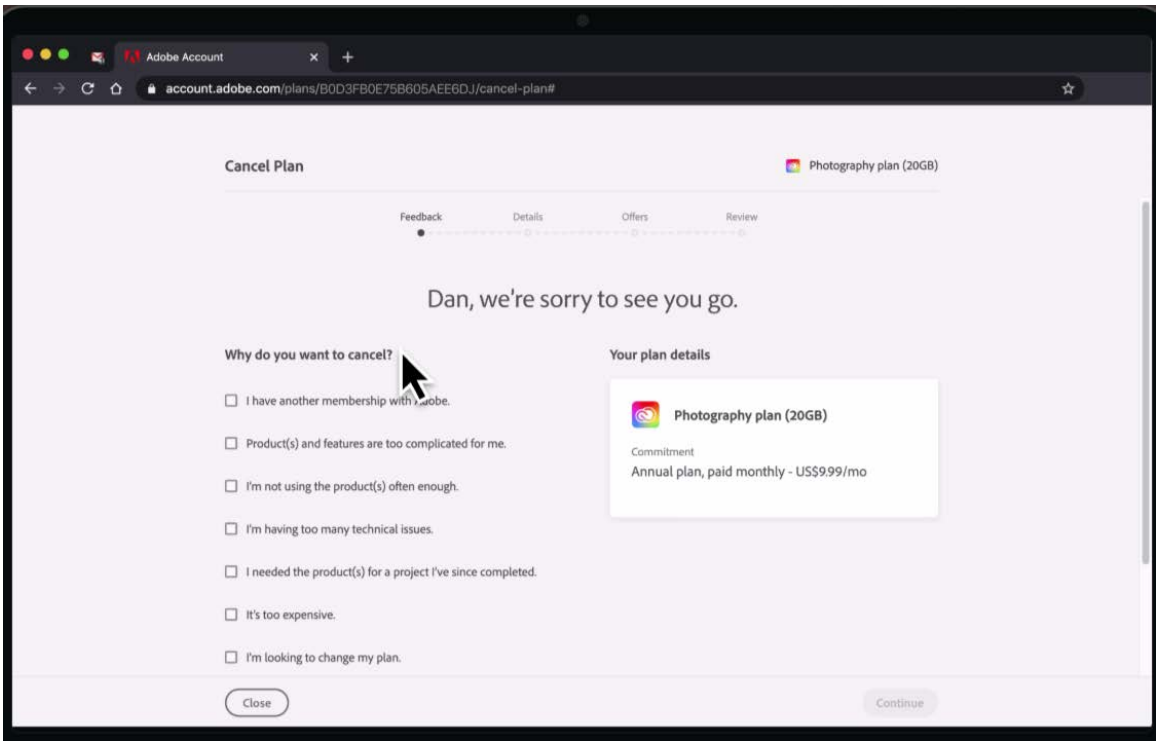





84. If the subscriber clicks on “cancel plan”, they are then prompted to log into their account, despite already being logged in to their account in order to access the above-displayed page (see **Exhibit R-15** below);

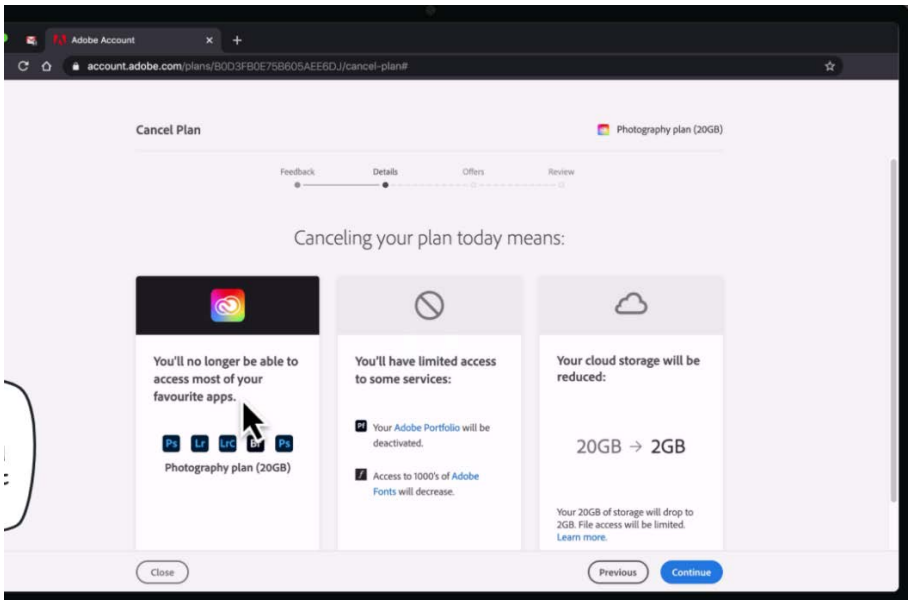


85. After logging into their account again, consumers are then redirected to the first step of the prohibitive subscription cancellation process (see **Exhibit R-16** below);

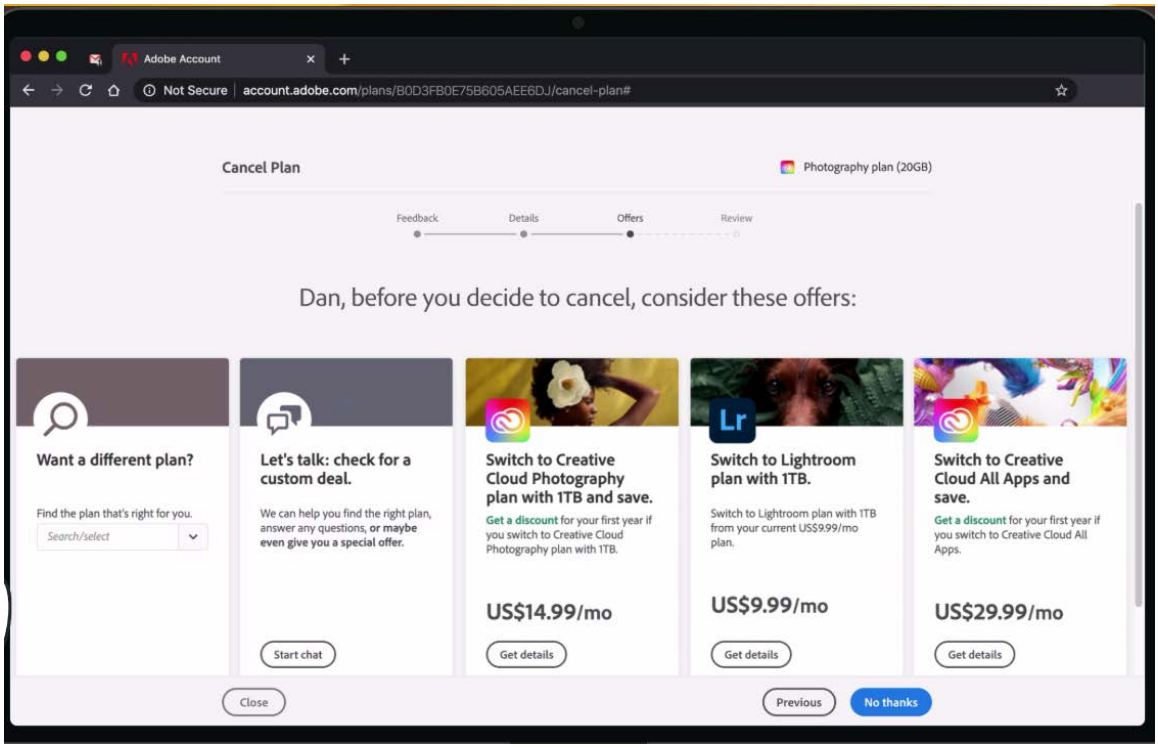



86. Note that it is not possible for the consumer proceed to the next stage of the cancellation process unless and until they select one or more reasons for wishing to cancel. Note as well that there is no option akin to “I never subscribed” or “I do not remember providing consent to subscribe into my current plan.”;

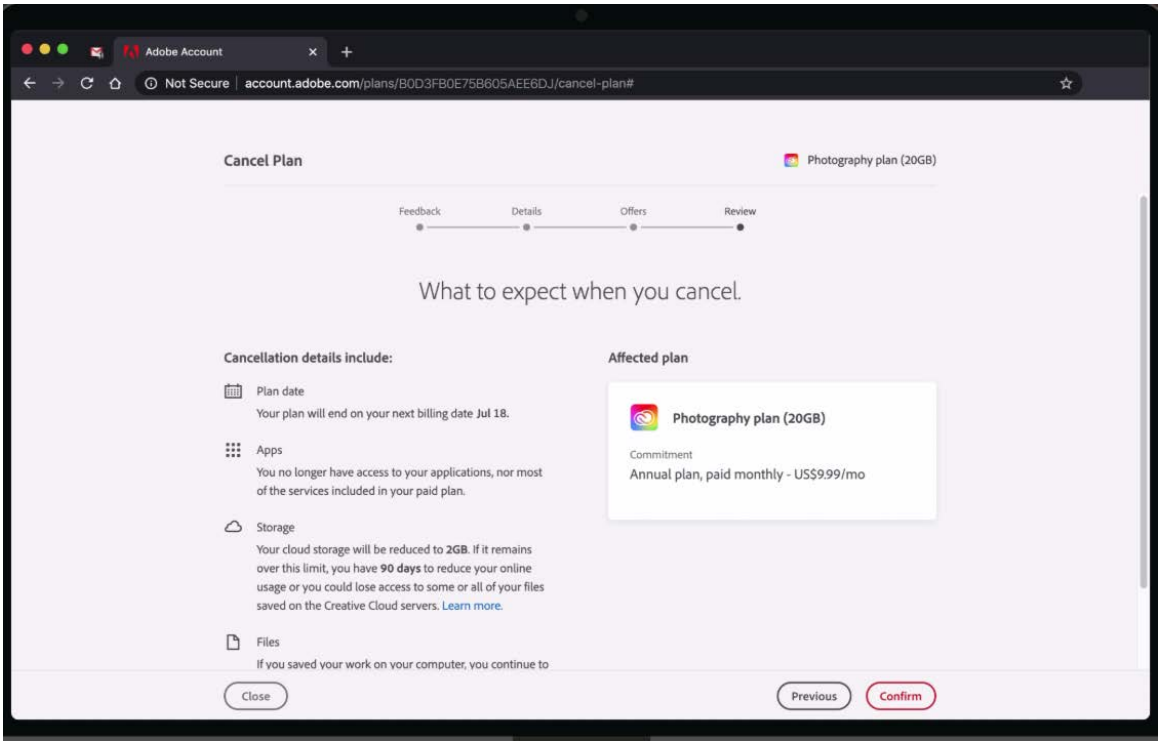
87. Once the consumer has selected one or more reasons for cancelling presented in the above-displayed options, they are directed to the next stage of the cancellation process, which appears as follows (and is attached herein as **Exhibit R-17**):




88. As seen above, this phase of the cancellation process essentially consists of Adobe attempting to dissuade the consumer from proceeding with cancellation. If this attempt fails in that the consumer wishes to go forward with cancellation, Adobe does not proceed to cancel the subscription. Instead, the consumer who has chosen to proceed with cancellation is now inundated with offers from Adobe for alternative or additional plans, products and services (see screenshot below, attached herein as **Exhibit R-18**):



89. If Adobe's further attempt at dissuading consumers from cancelling their subscription fails and the consumer clicks "No thanks", the consumer it then redirected to a further webpage presented as the "Review" stage of the cancellation process. Reflecting Adobe's insistence on attempting to dissuade consumers from cancelling, this page furthers a list below the heading "Cancellation details include:" which consists mostly of the consequences of cancellation already presented at the second stage of the cancellation process under "Details" (see screenshot below, attached herein as **Exhibit R-19**):




90. The consumer must then click on the red "Confirm" button to finally cancel their subscription, which officially ends on what would have been the consumer's next billing date but for the cancellation;

91. Note that these steps to cancelling an Adobe subscription must also be also followed when a subscriber receives the notice of automatic renewal email displayed earlier in the present Statement of Claim and follows the steps outlined therein to "manage" their subscription. The said email does not identify cancellation as an alternative option to allowing automatic renewal; it is on the subscriber to follow the overly complex and prohibitive process discussed herein if they wish to cancel their subscription;

*iii) Complaints Concerning Adobe's Problematic Practices*

92. Consumers have repeatedly complained about Adobe's unlawful practices, reporting deceptive enrollment, billing and cancellation experiences. The following

screenshots from the Better Business Bureau's website are just a few examples (attached herein *en liasse* as **Exhibit R-20**);

**Initial Complaint**

**Type:** Product Issues

**Date:** 03/09/2026

**Status:** Answered

I am requesting a retroactive refund of $382.06 CAD from Adobe for charges billed after I submitted a written cancellation request that was ignored.On January 14, 2025, I emailed Adobe [redacted] requesting cancellation of my Adobe Acrobat subscription under [redacted] The subject line was "Predatory Subscription." Adobe never responded.Despite this documented cancellation request, Adobe continued charging me $27.29 CAD per month for 14 months from January 2025 through March 2026 totalling $382.06 CAD.I was finally able to cancel my subscription on March 9, 2026. Notably, Adobe did not charge me an early termination fee at the time of cancellation an implicit acknowledgment that such fees are not legitimate.Adobe's conduct directly mirrors the practices cited in the FTC's June 2024 federal lawsuit against Adobe (U.S. v. Adobe, [redacted] which alleges Adobe violated the Restore Online Shoppers' Confidence Act by failing to provide consumers with a simple mechanism to cancel, and continuing to bill customers after cancellation requests.I am requesting:1. A full retroactive refund of $382.06 CAD for all charges billed after January 14, 2025;2. Written confirmation that my account is fully cancelled with a $0 balance; and 3. Confirmation that no further charges will be applied.I have retained my original cancellation email and all billing records as supporting documentation.

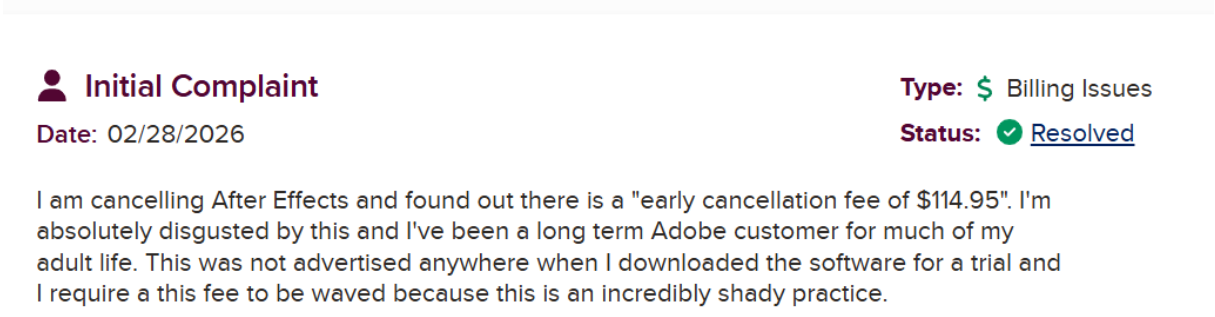
**Initial Complaint**

**Type:** Product Issues

**Date:** 03/08/2026

**Status:** Answered

Adobe has charged my credit card for subscription services that I did not knowingly authorize and then required cancellation penalties simply to stop the billing. Despite cancelling a free trial years ago and receiving confirmation of cancellation, Adobe later activated multiple subscriptions on my account and billed me monthly. When attempting to cancel these subscriptions, I was required to pay early termination fees totaling more than $100. I am requesting a full refund of all charges associated with these subscriptions. I am requesting a full refund of all charges associated with these unauthorized subscriptions, including the cancellation penalties required to stop the billing.The total amount requested is approximately $208.00, which includes the following charges:$64.95 Early cancellation fee for Adobe Acrobat Standard $39.98 Early cancellation fee for Adobe Acrobat Pro Unauthorized subscription charges:$24.98 January 21, 2026 charge $12.99 January 27, 2026 charge $24.98 February 3, 2026 charge $12.99 February 26, 2026 charge $19.99 February 21, 2026 charge Total refund requested: approximately $208.00



**Initial Complaint**

**Type:** $ Billing Issues

**Date:** 02/28/2026

**Status:** Resolved

I am cancelling After Effects and found out there is a "early cancellation fee of $114.95". I'm absolutely disgusted by this and I've been a long term Adobe customer for much of my adult life. This was not advertised anywhere when I downloaded the software for a trial and I require a this fee to be waved because this is an incredibly shady practice.

93. Adobe has not altered the enrollment process or any of the other problematic practices despite their awareness of common and repeated consumer complaints about the ABM Subscription Plan;

94. Overall, Adobe generates significant profit from deceptive subscription processes that lock unwitting consumers into an annual commitment, opaque cancellation terms that encourage subscribers to pay the full annual fee, and automatic renewal mechanisms that capitalize on the likelihood that consumers will not take any affirmative steps towards cancellation;

*Regulatory Scrutiny of Adobe's Problematic Practices*

*i) United States – Federal Trade Commission Complaint and Settlement*

95. In 2024, the United States' Federal Trade Commission (FTC) instituted a complaint against Adobe in relation to its problematic practices (see **Exhibits R-21 and R-22**). The FTC emphasized that Adobe's subscription processes – especially as concerns the ABM subscription plan - violate the *Restore Online Shoppers' Confidence Act (ROSCA)*, 15 U.S.C. § 8401 et seq., in various ways, including failing to clearly and prominently disclose all key terms of the subscription transaction transactions; failing to obtain consumers' explicit informed consent for subscription charges; and for an overly complex and prohibitive cancellation process (see *FTC v. Adobe, Inc., et al*., No. 5:24-cv-03630-NW, attached herein as Exhibit R-22);

96. After reaching a settlement, on March 13 2026 (see **Exhibit R-23**), the FTC and Adobe filed a "Stipulation for Entry of a Stipulated Order for Permanent Injunction, Civil Penalty Judgment, and Other Relief" in which Adobe stipulated to a judgment against it "in connection with its marketing and sale of subscriptions for its design and productivity software application." (see **Exhibit R-24**);

97. Among other things, Adobe agreed to provide $75 million in free services to customers, in addition to paying $75 million in civil penalties. The Stipulated Order further (a) permanently enjoins Adobe from providing unclear and inconspicuous disclosure of all material terms of a covered product or service with a negative

option feature prior to obtaining a consumer's billing information; (b) prohibits such disclosures from being made "only in a way that requires navigating to a separate window or page, such as by clicking a hyperlink, link, tooltip, or other similar mechanism" and (c) permanently prohibits Adobe from using complex subscription cancellation mechanisms (see Exhibits R-23 and R-24);

98. The Stipulated Order was approved and entered by the Court on April 10, 2026 (Exhibit R-24);

99. In a press release issued concomitantly to the settlement (attached herein as **Exhibit R-25**), Adobe stated that it "disagree[s] with the government's claims" and continued to "deny any wrongdoing";

*ii) United Kingdom: Competition and Markets Authority Investigation*

100. On March 19, 2026, the United Kingdom's Competition and Markets Authority ("CMA") announced that it has opened an investigation into suspected violation of consumer protection law by Adobe.[1] In particular:

> "The CMA is investigating Adobe over an early termination fee term for some of its membership plan, specifically whether the early termination fee term is an unfair term in a consumer contract that binds consumers, and whether the presentation of information about the early termination fee term is an unfair commercial practice involving a misleading omission."[2]

101. Directly relevant to the present proposed class action, the CMA's press release announcing the investigation provides as follows:

> Customers who cancel more than 14 days after signing up to its 'annual billed monthly' plan – where they agree to a yearly contract and pay monthly – must pay 50% of the remaining yearly cost. After they cancel, customers will have access to the product until the end of that month's billing period.
>
> The investigation will examine whether these terms are unfair and if customers are given clear and timely information upfront about the early cancellation fees, which are likely to influence their decision to purchase the product.

102. The Applicant and undersigned counsel will closely monitor developments on this highly relevant investigation and will update the court in accordance as long as the class action is ongoing;

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[1] https://www.gov.uk/government/news/cma-investigates-adobe-over-concerns-about-cancellation-fees

[2] https://www.gov.uk/cma-cases/adobe-consumer-protection-enforcement-case

103. For the time being, the CMA and FTC proceedings speak volumes as to the problematic nature of Adobe's practices;

104. The Applicant and Class Members were subject to one or more or all of the above of the Defendants' problematic practices;

105. The Defendants' problematic practices are the direct and immediate cause of significant legally-cognizable compensable injuries suffered by the Applicant and Class Members;

## II. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE APPLICANT

106. The Applicant is a resident of Montreal, Quebec. Her first spoken language is French;

107. On May 4, 2024, the Applicant signed up for an Adobe subscription. The representations on Defendants' website reasonably led her to believe that this was a monthly subscription that she could cancel at any time without penalty. She was billed $29.88 for "Service Term: 04-MAY-2024 to 03-JUN-2024" (see receipt attached as **Exhibit R-28**). Nowhere on the English-only receipt is it indicated that the Applicant had enrolled into an Annual, Billed Monthly ("ABM") subscription plan;

108. Upon checking her credit card statements later on, the Applicant was shocked to realize that the subscription automatically renewed on a monthly basis and charged her the monthly amount of $29.88 for the subscription. This is when she realized that she was enrolled in an ongoing subscription plan;

109. The Applicant subsequently accessed the Defendants' website in order to access her account and cancel the ABM subscription. Upon trying to do so, the Defendants' website informed her of the prohibitive early cancellation costs. Due to the high costs, the Applicant reluctantly and frustratingly decided not to cancel and to maintain her ABM subscription even without actually needing it;

110. After continuing to be billed $29.88 per month for the ABM subscription (see receipts *en liasse* at **Exhibit R-29**), and being frustrated at this, the Applicant finally decided to proceed with cancelling her ABM subscription by paying the early cancellation fee of $89.65 on October 21, 2024 (receipt at **Exhibit R-30**). The payment of this prohibitive early cancellation fee had a negative impact on the Applicant's budget. Interestingly, the receipt issued by Adobe does not state that the fee paid is the early cancellation fee;

111. On January 23, 2025, the Applicant again tried to subscribe to a monthly subscription. Once again, owing to the deceptive and misleading representations on the Defendants' www.adobe.com/ca website, the Applicant was unwittingly enrolled in another ABM subscription, despite having no intention or desire to enroll

in an ABM subscription, wanting only a month-to-month, cancel anytime subscription;

112. Upon subscribing, the Applicant was billed $29.88 for "Service Term: 23-JAN-2025 to 22-FEB-2025" (see receipt attached as **Exhibit R-31**). Nowhere on the English-only receipt is it indicated that the Applicant had enrolled into an ABM subscription plan;

113. After seeing subsequent charges for the same amount on her credit card and receiving receipts for same (see receipts attached *en liasse* as **Exhibit R-32**), the Applicant again realized she was once again unwittingly enrolled in an ABM subscription;

114. The Applicant again sought to cancel the ABM subscription but was faced with significantly prohibitive early cancellation fees, leaving her powerless to cancel the subscription due to her inability to pay it. In fact, the Applicant only maintained the ABM subscription and continued paying $29.88 per month because she would never afford the early cancellation fee during the ABM subscription term;

115. The Applicant was therefore unwittingly enrolled twice in an ABM subscription, had to pay an early cancellation fee the first time for early cancellation, and was unable to cancel the second time due to the prohibitive early cancellation fee she could not afford;

116. The Applicant's damages are a direct and proximate result of the Defendants' conduct;

117. In consequence of the foregoing, the Applicant is justified in claiming damages;

## III. FACTS GIVING RISE TO INDIVIDUAL ACTIONS BY EACH OF THE MEMBERS OF THE CLASS

118. Every member of the Class is a resident of Québec who was enrolled into an ABM subscription plan for one or more Adobe software products or services and (a) paid an early cancellation fee, or (b) initiated the cancellation process for the ABM subscription but ultimately did not complete it and thereafter paid the fee for the full year, either (i) because they refused to pay the early cancellation fee, or (ii) because they faced prohibitive obstacles to cancelling their subscription;

119. Had Adobe used acceptable and lawful business practices to market and sell ABM subscription plans, Class Members would not have been enrolled into these plans, would not have faced prohibitive obstacles to cancelling their subscriptions, and would not have incurred early cancellation fees for cancelling their subscriptions;

120. Class Members suffered significant legally-cognizable compensable injuries directly and immediately caused by the Defendants' unlawful conduct, and are entitled to claim:

(a) The price paid for the ABM subscriptions;

(b) Any early cancellation fees incurred by Class Members for cancelling ABM subscriptions;

(c) Punitive damages;

121. Adobe engaged in unlawful conduct and obtained significant sums of money Class Members;

122. All of the legally-cognizable compensable injuries suffered by Class Members are the direct and immediate consequences of the Defendants' conduct;

## IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

A) The composition of the Class makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings

112. The Applicant is naturally not privy to the specific number of persons who have been enrolled in ABM subscription plans without their informed consent, paid early cancellation fees and/or were unable to cancel their subscriptions. However, as Adobe is a very prominent and well-known software company with vastly popular products used throughout Quebec, it is safe to assume that the number of class members is fairly elevated. In any event, the Defendants' databases could easily establish the number of Class Members, and their precise coordinates, considering that subscribers must enter their name, address, and other billing and payment information;

113. Class Members are reasonably assumed to be numerous and scattered across the entire province;

114. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Defendants;

115. Even if the Class Members themselves could afford such individual litigation, it would place an unjustifiable burden on the courts. Furthermore, individual litigation of the factual and legal issues raised by the conduct of the Defendants would increase delay and expense to all parties and to the court system;

116. This class action overcomes the dilemma inherent in an individual action whereby the legal fees alone would deter recovery In empowering the consumer, the proposed class action actualizes both individual and collective social justice;

117. Also, a multitude of actions instituted in different judicial districts within the same Province risks resulting in contradictory judgments on questions of fact and law that are similar or related to all members of the Class;

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

119. In these circumstances, a class action is the only appropriate procedural vehicle for all of the members of the Class to effectively pursue their respective rights and have access to justice;

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

120. All Class Members were subjected to the same deceptive actions and policies;

121. Individual issues, if any, pale by comparison to the numerous common issues that are central to the outcome of the litigation;

122. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely, Defendants' misconduct;

123. The Members' claims raise identical, similar or related issues of fact or law:

    a. Did the Defendants engage in unlawful practices through their conduct regarding subscriptions to their software products and services?

    b. Did the Defendants' unlawful conduct result in class members becoming enrolled in subscriptions without their explicit and informed consent?

    c. Did the Defendants provide insufficient or misleading disclosure of the early cancellation fees for Annual Billed Monthly subscriptions to Adobe software products and service?

    d. Did the Defendants design, implement and maintain an unnecessarily difficult, confusing or time-consuming cancellation processes for subscriptions to Adobe software products and services?

    e. Did the Defendants' practices with respect to subscriptions to Adobe software products and services violate the *Consumer Protection Act*, the *Civil Code of Quebec*, the *Competition Act*, and/or other legislation?

    f. Are the Defendants liable to the Class Members for reimbursement of the amounts they paid for the Adobe subscriptions they were enrolled in?

    g. Are the Defendants liable to the Class Members for reimbursement of the amounts they paid to the Defendants in early cancellation fees for the Annual Billed Monthly subscription plan?

h. Should injunctive relief be issued to prohibit the Defendants from continuing their unlawful, unfair, misleading and/or deceptive practices in Quebec?

i. Should Adobe be ordered to implement corrective measures on their websites accessible in Quebec, including:

- Clear and conspicuous disclosures of cost, automatic renewal, and early cancellation fees;
- Affirmative consent to enroll in Adobe subscriptions;
- Affirmative consent for renewal of Adobe subscriptions, instead of automatic renewal; and
- A simple, immediate, and accessible cancellation process?

j. Are the Defendants liable to pay punitive damages and in what amount?

k. Are the Defendants in receipt of payments not actually due to them?

l. Did the Defendants unjustly enrich themselves at Class Members' expense?

m. If the answer to any of the above questions is affirmative, did the Defendants' conduct engage their solidary liability toward Class Members?

124. The interests of justice favour that this application be granted in accordance with its conclusions;

## V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

125. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages, for injunctive relief, and for a declaratory judgment;

126. The conclusions the Applicant seeks by way of the present application to institute proceedings are as follows:

GRANT the class action of the Applicant and each of the Class Members;

ORDER the Defendants to cease their unlawful conduct with respect to Adobe subscriptions;

ORDER the Defendants to allow Class Members that wish to cancel their ongoing Annual, Billed Monthly subscription to do so without incurring the early cancellation fees;

ORDER the Defendants to reimburse Class Members who were enrolled in and paid for Adobe subscriptions under the Annual, Billed Monthly Plan;

ORDER the Defendants to reimburse Class Members who paid early cancellation fees for the Annual Billed Monthly subscription plans;

ORDER the Defendants to:

- Cease using deceptive enrollment and cancellation processes;
- Clearly disclose subscription costs, renewal terms, and the existence and quantum of early cancellation fees;
- Implement an accessible, immediate, and/or one-click cancellation process;

DECLARE the Defendants solidarily liable for the damages suffered by the Applicant and Class Members;

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

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

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

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

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

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

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

A) <u>The Applicant requests that she be designated as representative of the Class</u>

127. The Applicant is a member of the Class;

128. The Applicant is ready and available to manage and direct the present action in the interest of the members of the Class that she wishes to represent and is determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the Class, as well as to dedicate the time necessary for the present action before the court and the *Fonds d'aide aux actions collectives*, as the case may be, and to collaborate with the undersigned legal counsel;

129. The Applicant has the capacity and interest to fairly, properly, and adequately protect and represent the interest of the members of the Class;
130. The Applicant is informed, credible, and has a personal interest in the case. The Applicant understands the nature of the legal proceedings and is committed to pursuing this action diligently;

131. The Applicant has mandated the undersigned attorneys to obtain all relevant information with respect to the present action and intend to keep informed of all developments;

132. The Applicant, with the assistance of said attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other members of the Class and to keep them informed;

133. The Applicant has given instructions to the undersigned attorneys to put information about this class action on their website and to collect the coordinates of those Class Members that wish to be kept informed and participate in any resolution of the present matter, the whole as will be shown at the authorization hearing;

134. The Applicant is in good faith and has instituted this action for the sole goal of having her rights, as well as the rights of other Class Members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of the Defendants' conduct;

135. The Applicant understands the nature of the action;

136. The Applicant's interests do not conflict with the interests of other Class Members and further has no interest that is antagonistic to those of other Class Members;

137. The Applicant has spent time researching this issue on the internet and meeting with her attorneys to prepare this file. In so doing, the Applicant is convinced that the problematic practices at the heart of the present proposed class action are widespread;

B) <u>The Applicant suggests that this class action be exercised before the Superior Court of Justice in the district of Montreal</u>

138. A great number of the members of the Class reside in the judicial district of Montreal and in the appeal district of Montreal;

139. The Applicant's attorneys practice their profession in the judicial district of Montreal;

140. The present application is well founded in fact and in law.

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

**GRANT** the present application;

**AUTHORIZE** the bringing of a class action in the form of an application to institute proceedings in damages;

**APPOINT** the Applicant as representatives of the persons included in the Class and Subclasses herein described as:

- All persons resident in Québec who were enrolled in an Annual Billed Monthly ("ABM") subscription for an Adobe product and who (a) paid an early cancellation fee, or (b) initiated the cancellation process for the ABM subscription, but ultimately did not complete it and thereafter paid the fee for the full year either because (i) they refused to pay the early cancellation fee, or (ii) they faced prohibitive obstacles to cancelling their subscription;

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

a. Did the Defendants engage in unlawful practices through their conduct regarding subscriptions to their software products and services?

b. Did the Defendants' unlawful conduct result in class members becoming enrolled in subscriptions without their explicit and informed consent?

c. Did the Defendants provide insufficient or misleading disclosure of the early cancellation fees for Annual Billed Monthly subscriptions to Adobe software products and service?

d. Did the Defendants design, implement and maintain an unnecessarily difficult, confusing or time-consuming cancellation processes for subscriptions to Adobe software products and services?

e. Did the Defendants' practices with respect to subscriptions to Adobe software products and services violate the *Consumer Protection Act*, the *Civil Code of Quebec*, the *Competition Act*, and/or other legislation?

f. Are the Defendants liable to the Class Members for reimbursement of the amounts they paid for the Adobe subscriptions they were enrolled in?

g. Are the Defendants liable to the Class Members for reimbursement of the amounts they paid to the Defendants in early cancellation fees for the Annual Billed Monthly subscription plan?

h. Should injunctive relief be issued to prohibit the Defendants from continuing their unlawful, unfair, misleading and/or deceptive practices in Quebec?

i. Should Adobe be ordered to implement corrective measures on their websites accessible in Quebec, including:

- Clear and conspicuous disclosures of cost, automatic renewal, and early cancellation fees;
- Affirmative consent to enroll in Adobe subscriptions;
- Affirmative consent for renewal of Adobe subscriptions, instead of automatic renewal; and
- A simple, immediate, and accessible cancellation process?

j. Are the Defendants liable to pay punitive damages and in what amount?

k. Are the Defendants in receipt of payments not actually due to them?

l. Did the Defendants unjustly enrich themselves at Class Members' expense?

m. If the answer to any of the above questions is affirmative, did the Defendants' conduct engage their solidary liability toward Class Members?

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

GRANT the class action of the Applicant and each of the Class Members;

ORDER the Defendants to cease their unlawful conduct with respect to Adobe subscriptions;

ORDER the Defendants to allow Class Members that wish to cancel their ongoing Annual, Billed Monthly subscription to do so without incurring the early cancellation fees;

ORDER the Defendants to reimburse Class Members who were enrolled in and paid for Adobe subscriptions under the Annual, Billed Monthly Plan;

ORDER the Defendants to reimburse Class Members who paid early cancellation fees for the Annual Billed Monthly subscription plans;

ORDER the Defendants to:

- Cease using deceptive enrollment and cancellation processes;
- Clearly disclose subscription costs, renewal terms, and the existence and quantum of early cancellation fees;
- Implement an accessible, immediate, and/or one-click cancellation process;

DECLARE the Defendants solidarily liable for the damages suffered by the Applicant and Class Members;

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

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

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

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

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

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

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

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

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

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

**ORDER** that said notice be available on the Defendants' websites, Facebook page(s), X accounts, and Instagram accounts with a link providing "Notice to past and present Adobe subscribers";

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

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

Montreal, May 7, 2026

CONSUMER LAW GROUP INC.
Per: Me Jeff Orenstein
Attorneys for the Applicant

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**N$^{O}$: 500-06-000027-264**

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**(Class Action)**
**SUPERIOR COURT**
**DISTRICT OF MONTREAL**

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**L. HAMEL-ROY**

*Applicant*

-vs.-

**ADOBE INC. *et al.***

*Defendants*

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

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**ORIGINAL**

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