



Amazon sued for enrolling and charging customers into Audible without consent

Page Discussion

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! Article Status Notice: Inappropriate Tone/Word Usage

This article needs additional work to meet the wiki's [Content Guidelines](#) and be in line with our [Mission Statement](#) for comprehensive coverage of consumer protection issues. Specifically it uses wording throughout that is non-compliant with the [Editorial guidelines](#) of this wiki.

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Audible, a subsidiary of **Amazon**, has two pending class action lawsuits against them for enrolling Amazon customers into the Audible membership and charging them the \$14.95/month subscription fee without the customers' consent.^{[1][2]}

Background [edit | edit source]

In *Sherk v. Audible*, the plaintiff alleges Audible enrolled existing Amazon account holders into Audible's monthly subscription ("membership") without their knowledge or consent.^{[1][3]} The complaint claims Audible used payment information already on file with Amazon, charged monthly membership fees, and made it difficult for users to find out about, cancel, or get refunds for these subscriptions.

In *Heck v. Amazon*, the plaintiff used Amazon's "FREE No-Rush Shipping" option, which came with a "digital reward."^[2] She later discovered that redeeming this reward resulted in her personal and payment information being passed to Audible. The lawsuit alleges Audible then enrolled her in a 30-day trial that automatically converted into a paid subscription unless affirmatively canceled. The plaintiff alleged she never received notice, confirmation, or cancellation information and was billed for several months without knowledge.

Incident [edit | edit source]

The plaintiff states that the victims of Amazon's enrollment to Audible had a difficult time cancelling the subscription service, which may be due to the company's failure to enact [click-to-cancel](#).^[3] Many businesses with subscription models create unneeded obstacles to the cancellation of their services, effectively holding customers' wallets hostage.

A different, similar lawsuit was filed in January 10th, 2025, claiming Amazon would pass consumer information to Audible and Audible would sign up consumers for a free trial.^[2] After the free trial expired, the consumer would be transitioned to a paid subscription, without notifying the consumer.

[Company]'s response [edit | edit source]

Amazon and Audible responded to Heck's claims by arguing that they had no duty to disclose any link between "No-Rush Shipping" rewards and Audible enrollment, since the rewards were marketed as digital credits and any Audible trial was separate, voluntary, and disclosed.^[4] They contended that Heck failed to show reliance or causation, as her choice of "No-Rush Shipping" was motivated by free shipping rather than Audible. They further claimed compliance with the California Auto-Renewal Law by providing clear terms, obtaining consent, and sending acknowledgment emails, suggesting Heck either ignored or forgot these notices. Drawing on *Viveros v. Audible*, they insisted the signups were transparent and optional, meaning Heck must have consented. Finally, they questioned whether she suffered any real injury, noting she received both rewards and the Audible trial and could have canceled before charges accrued, making her losses the result of her own inaction rather than deception.

The court rejected most of these arguments at the dismissal stage.^[4] It found that Heck plausibly alleged non-disclosure, lack of consent, and ARL violations, which are sufficient to proceed. Importantly, the court said the situation was unlike *Viveros*, since Heck alleged she was enrolled in Audible without realizing it, whereas *Viveros* involved consumers knowingly signing up.

Lawsuit [\[edit | edit source \]](#)

In *Sherk v. Audible*, the plaintiffs claim that customers were enrolled in Audible memberships without their consent, often without realizing they had been signed up at all.^[1] Audible allegedly used personal and billing information already stored in Amazon accounts to facilitate these enrollments and failed to provide clear written confirmation or conspicuous notice of recurring charges. Many customers only discovered their membership after unexpected billing and, according to the complaint, Audible made cancellation difficult, with some users continuing to be charged even after attempting to cancel. The lawsuit further alleges that many of these "nonconsensual enrollees" never used Audible's services and that Audible either knew or should have known about the widespread problem, given numerous complaints on public forums and consumer watchdog sites. Despite this knowledge, Audible is accused of failing to correct the practice because it generated revenue. Additionally, Audible allegedly restricted refunds, making it difficult for customers to recover payments, and was therefore unjustly enriched by retaining subscription fees from customers who had never agreed to join. The plaintiffs seek restitution and disgorgement of these funds as relief.

In *Heck v. Amazon.com Inc.*, the plaintiff alleges that Amazon and its subsidiary Audible automatically enrolled her in an Audible membership without her knowledge or consent after she selected the "No-Rush Shipping" option for Amazon Prime orders, which provided digital rewards.^[2] Heck claims that she was never informed that redeeming these rewards would result in an Audible trial that would automatically convert into a paid subscription, nor did she receive clear communications about the terms, cancellation policy, or how to opt out. She further alleges that Amazon had exclusive knowledge of this enrollment process and failed to disclose it, creating a situation in which she was charged \$14.95 per month for services she did not knowingly subscribe to. The lawsuit asserts violations of California's Consumers Legal Remedies Act (CLRA), the Unfair Competition Law (UCL), and the Auto-Renewal Law (ARL), focusing on non-disclosure, lack of affirmative consent, and the economic harm caused by these automatic charges. Relief sought includes damages and restitution for the unauthorized subscription fees, emphasizing the alleged deceptive practices and failure to obtain informed consent before billing.

Consumer response [\[edit | edit source \]](#)

Summary and key issues of prevailing sentiment from the consumers and commentators that can be documented via articles, emails to support, reviews and forum posts.

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The original lawsuit has some consumer responses that should be pulled and quoted here.

References [edit | edit source]

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Categories: Articles in need of additional work | Articles requiring change in tone
| Articles with verification concerns or other deficiencies | Audible

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