



SΞ262964

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

DARREN RONALD BERNAERDT

PLAINTIFF

AND:

**LONDON DRUGS LIMITED, H. Y. LOUIE CO. LIMITED, THE INSURANCE SERVICES
DEPARTMENT OF LONDON DRUGS LIMITED, THE OPTICAL DEPARTMENT OF LONDON
DRUGS LIMITED, THE WARRANTY DIVISION OF LONDON DRUGS LIMITED, THE
LONDON DRUGS FOUNDATION, LAMA INVESTMENTS INC., OPTICAL LONDON DRUGS
PARTNERSHIP, LONDON AIR SERVICES, LONDON ENTERPRISES LIMITED, GEORGIA
MAIN FOOD GROUP, LONDON DRUGS GROUP LIMITED, ASTEYA SECURITY GROUP
LIMITED and ABC COMPANY NO. 1**

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 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,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or,
- (d) if the time for response to civil claim has been set by order of the court, within that time.

ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA

The plaintiff, Darren Ronald Bernaerdt, claims the right to serve this pleading on the defendant, London Drugs Group Limited, outside British Columbia on the ground, *inter alia*, that the proceeding:

- (a) concerns contractual obligations, and
 - (i) the contractual obligations, to a substantial extent, were to be performed in British Columbia;
- (b) concerns a tort committed in British Columbia; and
- (c) concerns a business carried on in British Columbia,

pursuant to section 10 of the *Court Jurisdiction and Proceedings Transfer Act*, S.B.C. 2003, c. 28, upon which the plaintiff relies.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

Overview

1. This action arises from a data breach at London Drugs, as defined below, involving the unauthorized access to, theft, and compromise of highly sensitive personal information of an undisclosed number of current and former London Drugs' employees, which data breach London Drugs identified on or about April 28, 2024 and disclosed to Class Members (as defined below) on or about February 26, 2025 (the "**Data Breach**").
2. The defendants, or some of them ("London Drugs", as defined below) violated the privacy of their former and current employees by, *inter alia*, failing to have in place reasonable and sufficient protections to prevent the Data Breach, wherein cybercriminals were able to extract files from London Drugs' servers containing stored, sensitive personal information of former and current employees, which those employees reasonably expected London Drugs to safeguard and protect.
3. The plaintiff is one such former employee whose privacy was breached by London Drugs and brings this action on his own behalf and on behalf of the Class, as defined below.

The Parties

4. The plaintiff, Darren Ronald Bernaerdt ("**Mr. Bernaerdt**"), is and was at all material times a resident of British Columbia and has an address for service in this action c/o 2500-700 West Georgia Street, Vancouver, B.C.
5. Mr. Bernaerdt was employed by London Drugs Limited in British Columbia during the period from approximately 1986 to 2010.
6. The plaintiff, Mr. Bernaerdt brings this action on his own behalf and on behalf of a class comprised of all persons resident in Canada, who were at any time prior to April 29, 2024, employed by London Drugs in British Columbia, Alberta, Saskatchewan, or Manitoba and whose personal information was accessed in the Data Breach (collectively, the "**Class**" and "**Class Members**").
7. The defendant, London Drugs Limited ("**LDL**"), is a company incorporated pursuant to the laws of British Columbia and has its registered office at 1800-510 West Georgia Street, Vancouver, B.C.
8. The defendant, H. Y. Louie. Co. Limited ("**Louie Co.**"), is a company incorporated pursuant to the laws of British Columbia and has its registered office at 1800-510 West Georgia Street, Vancouver, B.C.
9. The defendant, The Insurance Services Department of London Drugs Limited, is a company incorporated pursuant to the laws of British Columbia and has its registered office at 1800-510 West Georgia Street, Vancouver, B.C.
10. The defendant, The Warranty Division of London Drugs Limited, is a company incorporated pursuant to the laws of British Columbia and has its registered office at 1800-510 West Georgia Street, Vancouver, B.C.
11. The defendant, London Drugs Foundation, is a society incorporated pursuant to the laws of British Columbia and has its registered office at 1800-510 West Georgia Street, Vancouver, B.C.

12. The defendant, Lama Investments Inc., is a company incorporated pursuant to the laws of British Columbia and has its registered office at 12071 Imperial Drive, Richmond, B.C.
13. The defendant, The Optical Department of London Drugs Limited, is a company incorporated pursuant to the laws of British Columbia and has its registered office at 1800-510 West Georgia Street, Vancouver, B.C.
14. The defendant, Optical London Drugs Partnership, is a general partnership under the laws of British Columbia, with a business address at 12831 Horseshoe Place, Richmond B.C., whose partners are Lama Investments Inc. and The Optical Department of London Drugs Limited.
15. The defendant, London Air Services Limited, is a company incorporated pursuant to the laws of British Columbia and has its registered office at 1800-510 West Georgia Street, Vancouver, B.C.
16. The defendant, London Enterprises Limited, o/a Sonora Resort, is a company incorporated pursuant to the laws of British Columbia has its registered office at 1800-510 West Georgia Street, Vancouver, B.C.
17. The defendant, Georgia Main Food Group Limited, is a company incorporated pursuant to the laws of British Columbia and has its registered office at 1800-510 West Georgia Street, Vancouver, B.C.
18. The defendant, London Drugs Group Limited, is a company incorporated pursuant to the laws of British Columbia and continued into Alberta in or about 2018 and has its registered office at 3700-400 3rd Avenue SW, Calgary, Alberta.
19. The defendant, Asteya Security Group Limited, is a company incorporated pursuant to the laws of British Columbia and has its registered office at 1800-510 West Georgia Street, Vancouver, B.C.
20. The defendant, ABC Company No. 1, is a company whose name, registered office and place of incorporation are presently unknown to the plaintiff, and who employed individuals in B.C., Alberta, Saskatchewan, and/or Manitoba who are members of the Class.

London Drugs' Business

21. The defendants are a group of companies that own and operate businesses in such areas as, among others, drug stores, operated under the "London Drugs" brand name, grocery stores, such as IGA and Fresh Street Market, and others, such as the Sonora Resort, an airline and an insurance agency.
22. At all material times, the defendants, LDL and/or Louie Co. (together, "**LD Corp.**") provided human resources and payroll functions and support to the other defendants, which are all affiliated companies (the "**LD Affiliates**"), and in performing those functions, one or both of the LD Corp. defendants collected, processed, and stored the EPIC (defined below) received from, and in respect of employees of, the LD Affiliates, in addition to EPIC of the LD Corp. defendants' own employees.

23. At all material times, the LD Corp. defendants, or one of them, acted jointly and in concert with the LD Affiliates, or some of them, in collecting, processing, and storing the EPIC (defined below) that is the subject of this proceeding. The LD Corp. defendants were each an agent of the other, and of the LD Affiliates in respect of the LD Affiliates' respective current and former employees, for the purposes of all conduct alleged in this pleading. The LD Affiliates were each an agent of one or both of the LD Corp. defendants, in respect of the LD Affiliates' respective current and former employees, for the purposes of all conduct alleged in this pleading.
24. In this notice of civil claim, unless the context otherwise requires, "**London Drugs**" refers collectively to the defendants, or one or more of them.
25. At all material times for the purposes of this action, London Drugs has operated its business and employed Class Members at locations in British Columbia, Alberta, Saskatchewan, or Manitoba.

Personal Information Collected by London Drugs

26. In conjunction with their employment with London Drugs, the plaintiff and Class Members provided London Drugs with, and London Drugs collected, processed, and stored, certain sensitive personal information, including:
 - a) full legal name;
 - b) postal address;
 - c) social insurance number;
 - d) payroll information; and
 - e) further and other employment information, the particulars of which are known to London Drugs, such as bank account information, telephone numbers, email addresses, personal photographs, citizenship status, personal health numbers, CRA tax information, employment histories, and disciplinary records;

(collectively, the "**Employee Personal Information Collected**" or "**EPIC**").

27. London Drugs collected, processed, and stored the EPIC electronically.
28. At all material times, London Drugs had the EPIC in its care, custody, and/or under its control.

EPIC Collected, Stored and Managed in British Columbia

29. At all material times, London Drugs stored and managed the EPIC in electronic form at or out of LD Corp.'s head office in Richmond, British Columbia.
30. Regardless of the location of employment, the EPIC collected from the plaintiff and Class Members was collected by or on behalf of London Drugs in British Columbia.
31. Regardless of the location of employment, the EPIC was stored by or on behalf of London Drugs in British Columbia.

32. Regardless of the location of employment, the EPIC was managed by or on behalf of London Drugs in British Columbia.

Plaintiff and Class Members' Reasonable Expectation of Privacy

33. At all material times, the plaintiff and Class Members entered into contracts of employment with London Drugs (the "**Employment Contracts**") and were required to supply the EPIC to London Drugs to obtain and maintain employment and access services and benefits related to their employment.
34. At all material times, the plaintiff and Class Members provided their EPIC to London Drugs for a specific purpose, namely, to obtain and maintain their employment.
35. The terms of the Employment Contracts expressly or by implication obligated London Drugs to collect, process, and store the EPIC in a secure and confidential manner and not to allow unauthorized access or disclosure of the EPIC to any third parties.
36. At all material times, London Drugs collected, processed, stored, and was responsible for protecting the EPIC and the plaintiff and Class Members' privacy rights associated therewith.
37. How, when, where, and in what form the EPIC was stored (including electronic form), was at London Drugs' discretion.
38. At all material times, the plaintiff and Class Members were vulnerable to London Drugs' care, custody, and control of the EPIC, including the form in which it was stored, as a requirement of their employment.
39. At all material times, the plaintiff and Class Members reasonably expected that London Drugs would safeguard the EPIC and otherwise protect their privacy, particulars of which reasonable expectations include:
- a) that London Drugs would use the EPIC solely for the purpose of their employment;
 - b) that London Drugs was subject to applicable provincial and/or federal legislation governing the protection of personal information and that London Drugs understood and would comply with such applicable legislation;
 - c) that the privacy of the plaintiff and Class Members was vulnerable to the choices London Drugs made with respect to the EPIC;
 - d) that if London Drugs elected to store the EPIC in electronic form, it would do so in a way that protected the privacy of the plaintiff and Class Members, including through the use of adequate and up-to-date technical, administrative, and other security measures, including network security and data encryption;
 - e) that given its size and sophistication, London Drugs was in a position to effectively safeguard their EPIC and protect their privacy;

- f) that London Drugs would implement up-to-date policies, practices, and systems to ensure the EPIC was appropriately processed, stored, and handled while maintaining the privacy and confidentiality of the EPIC;
- g) that London Drugs would retain the EPIC for only as long as was required to fulfill the purposes for which it was collected and as permitted by law;
- h) that London Drugs would have in place appropriate processes and systems to promptly detect and competently investigate and respond to any potential or actual breach or security incident involving the EPIC;
- i) that London Drugs would, upon discovering or having reasonable grounds to believe that the EPIC had been accessed, copied, or otherwise compromised by an unauthorized third party, (i) provide full and prompt notification to the Class regarding the nature and extent of the breach, including specific information of each Class Member that was compromised; and (ii) take all necessary steps to ameliorate the impact of the breach on the plaintiff and Class; and
- j) that in taking steps to manage and safeguard the stored EPIC and protect the privacy of the plaintiff and Class Members, London Drugs would have due regard to the harm to which individuals are increasingly vulnerable as a result of the theft and misuse of their personal information, and in particular, electronically stored personal information, such as identity theft, financial fraud, extortion, online humiliation, harassment, or physical attack.

(collectively, the “Reasonable Expectation of Privacy”).

London Drugs’ Statutory Duty to Protect Privacy

40. At all material times, by virtue of having collected and having care and control of the EPIC as employers of the plaintiff and Class Members, and in light of the Reasonable Expectation of Privacy, London Drugs had statutory duties pursuant to the *Privacy Act*, R.S.B.C. 1996, c. 373 (the “**BC Privacy Act**”), or in the alternative, the *BC Privacy Act* and Other Provincial Privacy Statutes (defined below), to protect the privacy of the plaintiff and Class Members, particulars of which duty include:
- (a) to have sufficiently robust systems and measures in place to manage and safeguard the EPIC so that it could not be used other than in accordance with the Reasonable Expectation of Privacy;
 - (b) to have sufficiently robust systems and security measures in place to control and safeguard the EPIC so that it could not be accessed by unauthorized third parties;
 - (c) to retain competent advisors and consultants and have appropriate systems and measures in place to ensure that the EPIC could not be accessed by unauthorized third parties;
 - (d) to comply with London Drugs’ obligations under applicable provincial and/or federal legislation governing the protection of personal information;

- (e) to, in the event London Drugs had reasonable ground to believe the EPIC had been accessed, compromised, or stolen by an unauthorized third party or used otherwise than in accordance with the Reasonable Expectation of Privacy, provide prompt and direct notice to the plaintiff and Class Members of the same;
- (f) to, in the event London Drugs had reasonable ground to believe the EPIC had been accessed, compromised, or stolen by an unauthorized third party or used otherwise than in accordance with the Reasonable Expectation of Privacy, promptly and competently investigate such unauthorized access and report the investigation results to the plaintiff and Class Members in a timely, transparent, and frank manner, including details of how and why such unauthorized access to the EPIC occurred;
- (g) to otherwise safeguard the EPIC; and
- (h) to otherwise protect the privacy of the plaintiff and Class Members regarding the EPIC.

London Drugs' Contractual Obligation to Protect Privacy

41. Further, or in the alternative, by virtue of their employment of the plaintiff and Class Members, London Drugs at all material times had contractual obligations to take necessary steps to safeguard the EPIC, particulars of which include:
- (a) to have sufficiently robust systems and measures in place to manage and safeguard the EPIC so that it could not be used other than in accordance with the Reasonable Expectation of Privacy;
 - (b) to have sufficiently robust systems and security measures in place to control and safeguard the EPIC so that it was not accessed by unauthorized third parties;
 - (c) to retain competent advisors and consultants and have appropriate systems and measures in place to make sure that the EPIC could not be accessed by unauthorized third parties;
 - (d) to comply with London Drugs' obligations under applicable provincial and/or federal legislation governing the protection of personal information;
 - (e) to, in the event London Drugs had reasonable grounds to believe the EPIC had been accessed, compromised, or stolen by an unauthorized third party or used otherwise than in accordance with the Reasonable Expectation of Privacy, provide prompt and direct notice to the plaintiff and Class Members of the same;
 - (f) to, in the event London Drugs had reasonable ground to believe the EPIC had been accessed, compromised, or stolen by an unauthorized third party or used otherwise than in accordance with the Reasonable Expectation of Privacy, promptly and competently investigate such unauthorized access and report the investigation results to the plaintiff and Class Members in a timely, transparent, and frank manner, including details of how and why such unauthorized access to the EPIC occurred;

- (g) to otherwise safeguard the EPIC; and
- (h) to otherwise protect the privacy of the plaintiff and Class Members regarding the EPIC.

London Drugs' Common Law Duty to Protect Privacy

42. Further, or in the alternative, at all material times London Drugs owed the plaintiff and Class Members a duty of care to safeguard the EPIC in order to protect the privacy of the plaintiff and Class Members, particulars of which include:
- (a) to have sufficiently robust systems and measures in place to manage and safeguard the EPIC so that it was not used other than in accordance with the Reasonable Expectation of Privacy;
 - (b) to have sufficiently robust systems and security measures in place to control and safeguard the EPIC so that it could not be accessed by unauthorized third parties;
 - (c) to retain competent advisors and consultants and have appropriate systems and measures in place to make sure that the EPIC could not be accessed by unauthorized third parties;
 - (d) to comply with London Drugs' obligations under applicable provincial and/or federal legislation governing the protection of personal information;
 - (e) to, in the event London Drugs had reasonable ground to believe the EPIC had been accessed, compromised, or stolen by an unauthorized third party or used otherwise than in accordance with the Reasonable Expectation of Privacy, provide prompt and direct notice to the plaintiff and Class Members of the same;
 - (f) to, in the event London Drugs had reasonable ground to believe the EPIC had been accessed, compromised, or stolen by an unauthorized third party or used otherwise than in accordance with the Reasonable Expectation of Privacy, promptly and competently investigate such unauthorized access and report investigation results to the plaintiff and Class Members in a timely, transparent and frank manner, including details of how and why such unauthorized access to the EPIC occurred;
 - (g) to otherwise safeguard the EPIC; and
 - (h) to otherwise protect the privacy of the plaintiff and Class Members regarding the EPIC.

Foreseeable Risks of Not Protecting Privacy

43. In the years, months, and days leading up to April 2024, London Drugs knew or ought to have known that any failure by London Drugs to have in place adequate and sufficient systems and security measures to protect the EPIC would make it probable, if not certain, that the EPIC would be accessed by hackers and other malicious actors thereby violating the privacy of the plaintiff and Class Members, particulars of which include such real risk of significant harm to the plaintiff and Class Members as:

- (a) violation of their intangible privacy interests,
- (b) fraud,
- (c) identity theft,
- (d) extortion,
- (e) humiliation and embarrassment,
- (f) financial losses,
- (g) a permanent risk of continued unauthorized use of the EPIC and related uncertainty,
- (h) harassment, and
- (i) such further and other harms as may become known and counsel may advise.

The Data Breach

- 44. Sometime on or before April 28, 2024, the Data Breach occurred by which cybercriminals and/or other malicious actors gained unauthorized access to, compromised, and took copies of, the EPIC stored in electronic form by London Drugs.
- 45. On or about April 28, 2024, London Drugs discovered the Data Breach.
- 46. The Data Breach made it necessary for London Drugs to immediately engage third party cybersecurity experts to assist London Drugs to, *inter alia*, work on remedying the vulnerabilities in its network and data storage systems.
- 47. On or about April 29, 2024, London Drugs provided a written statement to news media regarding the Data Breach, which included the public representation that, "At this time, we have no reason to believe that customer or employee data has been impacted".
- 48. London Drugs subsequently conducted an investigation and review of the Data Breach over a period of multiple months and determined it involved exposure of electronic files, including the EPIC, from London Drugs' corporate, finance, and human resources departments.
- 49. Sometime on or before May 23, 2024, the cybercriminals who perpetrated the Data Breach released electronic files exfiltrated from London Drugs' systems, including the EPIC, totalling more than 300 gigabytes of data, onto the Internet, including the "dark web".
- 50. On or about May 23, 2024, London Drugs made public representations regarding the Data Breach to news media, including, *inter alia*, that:
 - (a) the exfiltration of electronic files, including the EPIC, was "from [London Drugs'] corporate head office", which is located in Richmond, British Columbia;

- (b) the exfiltrated electronic files “may contain some employee information”, which was London Drugs’ first public acknowledgment indicating that the EPIC was compromised during the Data Breach; and
 - (c) London Drugs acknowledged and admitted that the potential compromise of employee information was “deeply distressing”.
51. On or about February 26, 2025, approximately 10 months after its discovery of the Data Breach, and nine months after the EPIC was released onto the Internet, London Drugs sent a letter, by regular mail, to the plaintiff and possibly some Class Members to notify them for the first time that their EPIC had been compromised as a result of the Data Breach (the “**Notification Letter**”). The Notification Letter stated, *inter alia*, as follows:

London Drugs Cybersecurity Incident Notification

London Drugs takes the privacy and security of personal information of employees extremely seriously. As a former employee of London Drugs, or of a related company whose human resources functions and payroll are supported by London Drugs (including London Air Services, Sonora Resort, Asteya and Optical London Drugs), we are writing to inform you of a cybersecurity incident that involves some of your personal information.

WHAT HAPPENED?

On April 28, 2024, we discussed that London Drugs was the victim of a criminal cybersecurity incident. We immediately deployed countermeasures to secure our network and data from further malicious acts and engaged third party cybersecurity experts to assist us to contain the threat and restore our operations. We also notified law enforcement, and proactively notified privacy commissioners.

WHAT INFORMATION WAS INVOLVED?

During the incident, data from London Drugs’ corporate environment was exposed, including files from our finance and human resource departments, which in some cases included personal information regarding former employees.

London Drugs has undertaken an intensive review to determine impacted data, which employees were impacted, and which types of personal information were involved. Due to the extensive damage caused by this incident and the complex file structures, the review has taken several months to conduct. Based on our review, we have determined that the following data categories relating to you as a former employee were likely impacted:

- Full Name, Postal Address, Social Insurance Number, Payroll Information.

52. In or about March 2025, London Drugs posted to its website an “Update on London Drugs Cybersecurity Incident – Notice to Current and Former Employees”, which represented, *inter alia*, that:

- (a) current and former employees whose EPIC was involved in the Data Breach included current and former employees of London Drugs and “related companies (such as Optical London Drugs, London Air Services, Sonora Resort and Asteya Security)”;
- (b) London Drugs had, following the Data Breach, implemented additional “security safeguards” in respect of its electronic systems and files; and
- (c) London Drugs had engaged third party cybersecurity experts “to prevent an incident of this nature from re-occurring and to build on lessons learned”.

London Drugs’ Breach of Privacy

53. In the years, months, and days leading up to and including the date of the April 2024 Data Breach, London Drugs failed to satisfy its statutory, contractual, and common law duties to protect the privacy of the plaintiff and Class Members and wilfully violated the plaintiff’s and Class Members’ privacy, without claim of right, particulars of which include:

- (a) it failed to put in place sufficiently robust systems and measures to safeguard the EPIC;
- (b) it failed to manage and maintain the EPIC in a way that would protect the EPIC from unauthorized access by third parties;
- (c) it failed to obtain and engage the advice and guidance of competent advisors, consultants, and others as to how to safeguard the EPIC;
- (d) it failed to follow the advice and guidance of competent and qualified advisors, consultants, and others as to how to safeguard the EPIC;
- (e) it failed to have sufficiently robust systems and measures in place to make sure that the EPIC could not be accessed by unauthorized actors;
- (f) it failed to address the constantly increasing and evolving risks that hackers and other malicious third parties would target and access the EPIC for ransom and other criminal purposes;
- (g) it elected to avoid or put off making expenditures associated with engaging and/or following recommendations of qualified advisors, consultants, and others regarding how to best safeguard the EPIC from unauthorized access by third parties;
- (h) it avoided the costs associated with implementing adequate protection systems and security measures in respect of the EPIC in favour of corporate financial savings instead of protecting the privacy of the plaintiff and Class Members;
- (i) it failed to otherwise have in place adequate and sufficient EPIC protection systems and security measures which would protect the privacy of the plaintiff and Class Members; and
- (j) such further and other particulars as may become known and counsel may advise.

54. The failures by London Drugs referenced above amount to a breach of London Drugs' statutory, contractual, and common law duties to protect the privacy of the plaintiff and Class Members and a wilful violation of such privacy (the "**London Drugs Privacy Breach**").
55. London Drugs was reckless in its conduct as set out above and in failing to take measures to safeguard and protect the EPIC in its custody and control because, *inter alia*:
- (a) London Drugs was aware, or should reasonably have known, that its failure to implement sufficiently robust security safeguards would expose the EPIC to foreseeable risks of being accessed, compromised, and/or stolen by malicious third-party actors;
 - (b) London Drugs was aware, or reasonably should have known, based on industry practice and resources, applicable privacy legislation, and guidance from privacy commissioners and other privacy experts, that it was required to adopt reasonable, and up-to-date security systems and safeguards to protect the EPIC and prevent against known and foreseeable risks of harm through malicious third-party actors; and
 - (c) London Drugs consciously disregarded known and clear risks of harm to the plaintiff and Class Members' privacy interests in the EPIC, instead prioritizing cost savings or otherwise being dilatory in implementing appropriate measures and security protections to protect the EPIC and prevent its unauthorized access by third parties.
56. At all material times, London Drugs knew or should have known that its conduct, as aforesaid, would violate the privacy of the plaintiff and Class Members.

Consequences of London Drugs Failure to Protect Privacy

57. The London Drugs Privacy Breach culminated and resulted in the Data Breach, as described at paragraphs 44 to 52, above.
58. As part of the Data Breach, the EPIC was accessed, compromised, copied, and exfiltrated without the consent of the plaintiff or Class Members, by unauthorized third parties.
59. London Drugs subsequently and further breached its privacy duties to the plaintiff and Class Members, particulars of which include, *inter alia*:
- (a) rather than paying to the third parties a sum of money demanded for return of the EPIC, London Drugs elected not to pay causing the EPIC to be released onto the Internet, including the dark web;
 - (b) rather than having its insurers pay to the third parties a sum of money for return of the EPIC, London Drugs elected to allow the EPIC to be released onto the internet, including the dark web;
 - (c) despite London Drugs' knowledge of the risk of a ransomware attack to which they were exposing the EPIC, London Drugs failed to obtain ransomware insurance coverage that would have covered the ransom and that would have funded the

ransom payment necessary to prevent further unauthorized dissemination of the EPIC;

- (d) London Drugs failed to satisfy, on an ongoing basis, the preconditions to any cybersecurity or ransomware insurance coverage applicable to the Data Breach, thereby putting the plaintiff and Class Members' privacy at further risk;
- (e) it failed to promptly notify the plaintiff and Class Members that the EPIC had been released onto the Internet, including the dark web; and
- (f) it elected not to notify the plaintiff and some of the Class Members of the Data Breach and unauthorized access to their EPIC for approximately 10 months and did so only by way of the Notification Letter, described above, a regular mailed letter dated February 28, 2025.

(the "Further Privacy Breach")

60. As a result of the London Drugs Privacy Breach and/or the Further Privacy Breach, the plaintiff and Class Members have suffered harm and damages, particulars of which include, *inter alia*:

- (a) violation of their intangible privacy interests;
- (b) psychological harm, including, but not limited to distress, embarrassment, humiliation, anguish, stress, anxiety, depression, and loss of trust;
- (c) for an indeterminate time, a real and serious risk of identity theft, fraud, harassment, extortion, and other harm, as well as associated uncertainty;
- (d) the costs, or anticipated costs, of purchasing credit monitoring, insurance, and other identity theft and fraud prevention measures;
- (e) financial losses resulting from identity theft or fraud; and
- (f) reputational damages.

61. The harm and damages suffered by the plaintiff and Class Members was caused by London Drugs' negligence, breach of the Employment Contracts, and breach of the BC *Privacy Act*, or alternatively, breach of the BC *Privacy Act* and Other Provincial Privacy Statutes.

Part 2: **RELIEF SOUGHT**

62. The plaintiff, on his own behalf and on behalf of the Class, seeks the following:

- (a) an order certifying this action as a class proceeding pursuant to the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 (the "**CPA**");
- (b) a declaration of one or more of the following:
 - i) London Drugs has breached section 1 of the BC *Privacy Act*,

- ii) London Drugs has breached section 2 of *The Privacy Act*, R.S.S. 1978, c. P-24 (the "**SK Privacy Act**"),
 - iii) London Drugs has breached section 2 of *The Privacy Act*, C.C.S.M. c. P125 (the "**MB Privacy Act**"),
 - iv) London Drugs has breached the terms of their contract of employment with the plaintiff and/or Class Members, and
 - v) London Drugs has breached their common law duty of care to protect the privacy of the plaintiff and/or Class Members;
- (c) damages pursuant to the *BC Privacy Act*, the *SK Privacy Act*, and/or the *MB Privacy Act*;
 - (d) general damages;
 - (e) special damages;
 - (f) punitive damages;
 - (g) aggravated damages;
 - (h) assessment of damages in the aggregate pursuant to section 29(1) of the *CPA* or as the Court may otherwise direct;
 - (i) an order that the defendants are jointly and severally liable;
 - (j) interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
 - (k) such further and other relief as this Honourable Court may consider just.

Part 3: LEGAL BASIS

Statutory Privacy Duty

63. The plaintiff on his own behalf and on behalf of the Class pleads and relies on the provisions of the *BC Privacy Act* with respect to all Class Members, irrespective of their province of employment as:
- (a) the EPIC was collected, stored, and managed in British Columbia; and
 - (b) the Data Breach occurred in British Columbia.
64. Alternatively, the plaintiff and on his own behalf and on behalf of the Class pleads and relies on:
- (a) the *BC Privacy Act* in respect of Class Members whose employment at material times with London Drugs was in the Province of British Columbia;

- (b) the SK *Privacy Act* in respect of Class Members whose employment at material times with London Drugs was in the Province of Saskatchewan; and
 - (c) the MB *Privacy Act* in respect of Class Members whose employment at material times with London Drugs was in the Province of Manitoba.
65. The SK *Privacy Act* and the MB *Privacy Act* are referred to herein as the “**Other Provincial Privacy Statutes**”.
66. The plaintiff on his own behalf and on behalf of the Class also pleads and relies on:
- (a) the Personal Information Protection Act, S.B.C. 2003, c. 63;
 - (b) the Personal Information Protection Act, S.A. 2003, c. P-6.5; and
 - (c) the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5.

Breach of Contractual Duty to Protect Privacy

67. Both the London Drugs Privacy Breach and the Further Privacy Breach amounted to breaches of the London Drugs defendants’ respective contractual obligations owed to the plaintiff and Class Members pursuant to their Employment Contracts.
68. London Drugs’ breaches of contract caused the plaintiff and Class Members harm and damages as pleaded in this notice of civil claim.

Breach of Common Law Duty to Protect Privacy (Negligence)

69. London Drugs owed a duty of care to the plaintiff and Class Members in safeguarding the EPIC, as required by and arising from their employment relationship.
70. London Drugs’ failure to satisfy London Drugs’ common law duty of care was a breach of its standard of care.
71. London Drugs’ breach of the standard of care caused, in fact and in law, the plaintiff and Class Members to suffer harm and damages, as pleaded in this notice of civil claim, including harm to their intangible and quasi-constitutional privacy interests, humiliation, embarrassment, and are at a perpetual heightened risk of identity theft, fraud, extortion, harassment, and other harm.

Punitive Damages

72. The acts, omissions and other conduct of the London Drugs, including that referenced *inter alia* in sub-paragraphs 53(f), (g) and (i), 52(c) and 59(a), (b), (c) and (d), offends the common sense of decency, was willfully cavalier, high-handed, outrageous, shocking, egregious, reckless, callous, and deserving of rebuke.

Aggravated Damages

73. The acts, omissions, and other conduct of London Drugs, including that referenced, *inter alia*, in subparagraphs 53(f), (g), and (i); 52(c); and 59(a), (b), (c), and (d), were in bad faith, undermine the peace of mind of the plaintiff and Class Members, and continue to cause them humiliation, degradation, frustration, and displays disregard which further aggravates the loss of their privacy.

Joint and Several Liability

74. The LD Affiliates are jointly and severally liable with the LD Corp. defendants, or one of them, to the Class Members they respectively employed.

Plaintiff's address for service

Farris LLP
Barristers & Solicitors
2500 - 700 West Georgia Street
Vancouver, British Columbia V7Y 1B3

Fax number address for service (if any): 604-661-9349

E-mail address for service (if any): mgianacopoulos@farris.com

Place of trial: Vancouver

The address of the registry is: 800 Smithe Street, Vancouver, B.C.

Dated: April 24, 2026

Signature

☒ Lawyer for plaintiff

Michael Gianacopoulos and Nicholas Hooge

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

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:

This is a claim for damages and other relief arising from a data breach at London Drugs involving the unauthorized access to, theft, and compromise of highly sensitive personal information of an undisclosed number of former and current employees of London Drugs.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a 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:

Privacy Act, R.S.B.C. 1996, c. 373

The Privacy Act, R.S.S. 1978, c. P-24

The Privacy Act, C.C.S.M. c. P125