SUPREME COURT
OF
BRITISH COLUMBIA
SEAL
20-Nov-26
Vancouver
REGISTRY

Court File No. VLC-S-S-268706

Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN

**JOSHUA YOUNG**

Plaintiff

AND

**BDO CANADA LIMITED, doing business as BDO DEBT SOLUTIONS, and BDO CANADA LLP**

Defendants

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

## NOTICE OF CIVIL CLAIM

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

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

(a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim on the plaintiff.

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

(a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

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

**Time for response to civil claim**

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

a) if you 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.

## CLAIM OF THE PLAINTIFF

### Part 1: STATEMENT OF FACTS

***Parties and Overview***

1. This action arises out of a cyber security breach (the "**Breach**") that occurred in or about October 2026. Between October 10 and 13, 2026 an unknown actor accessed Debt Hub, an application that BDO Debt Solutions uses to manage insolvency consultations and files, and stole highly sensitive personal information. On October 13, 2026, BDO Debt Solutions discovered the unauthorized activity.

2. The information stored on Debt Hub included highly sensitive personal information such as the plaintiff's and class members' photo identification, date of birth, reported income, social insurance number, and other identifiable information.

3. The defendants failed to properly secure and safeguard the plaintiff's and class members' highly sensitive information from unauthorized access.

4. Starting on or about October 30, 2026, BDO Debt Solutions began notifying individuals who were impacted by the breach. BDO Debt Solutions is continuing to investigate the severity and extent of the breach and is expected to continue notifying affected individuals.

5. The plaintiff and class members continue to be at significant risk of identity theft and various other forms of personal, social, and financial harm.

***The Plaintiff***

6. The plaintiff, Joshua Young, is a resident of Vancouver, British Columbia. In or about November 2024 he approached BDO Debt Solutions and entered into an agreement to consolidate his debt through a consumer proposal. Mr. Young continues to use BDO Debt Solutions' services to the present date.

7. In order to use BDO Debt Solutions' services, Mr. Young was required to provide personal and financial information, including his driver's license, social insurance number, date of birth, income, creditor information, and bank account details. This information was provided through electronic forms and direct communications with BDO Debt Solutions

representatives. BDO Debt Solutions used Debt Hub to manage and store information relating to his insolvency file.

8. Mr. Young's agreement with BDO Debt Solutions provided that BDO Debt Solutions would be paid fees totaling $1,500 for filing the consumer proposal and having it approved, as well a fee of 20% of funds paid to creditors as a result of the consumer proposal. The agreement also provided for BDO Debt Solutions to be paid additional regulated counselling costs, filing fees, and applicable taxes. These fees all came out of his payments to his creditors.

9. On November 2, 2026, Mr. Young received a notice by email from BDO Debt Solutions informing him that:

> We are writing to tell you about a cyber security incident that may involve some of your personal information. …
>
> On October 13, 2026, we found unauthorized activity in an application that BDO Debt Solutions uses to manage insolvency consultations and files and to share information and documents with some clients. Our investigation so far shows that the incident occurred between October 10 and 13, 2026. Based on our investigation to date, the incident was limited to this application.
>
> If your information was impacted, the information involved depends on your relationship with Debt Solutions. If you hired Debt Solutions to provide services, the information may include your name and contact information. It may also include some or all of the following: identification information, such as your date of birth, Social Insurance Number, driver's licence, health insurance information or other government identification; financial information, such as bank account or credit card information, credit information, income, employment and tax information; asset details; health information, if provided; and information about creditors, debts or court matters.

10. The notice offered free credit monitoring services with TransUnion Canada for two years.

***The Defendants***

*BDO Canada Limited*

11. The defendant, BDO Canada Limited, is a corporation carrying on business across Canada. BDO Canada Limited's head office is located at 20 Wellington Street East, Suite 500, Toronto ON M5E 1C5. "BDO Debt Solutions" is a registered corporate name for BDO Canada Limited.

12. Under the name BDO Debt Solutions, BDO Canada Limited offered debt advisory services, financial accounting, and insolvency related professional services to the plaintiff and class members. Throughout the claim, the terms BDO Debt Solutions and BDO Canada Limited will be used to refer to BDO Canada Limited.

*BDO Canada LLP*

13. The defendant, BDO Canada LLP, is a limited liability partnership providing professional services in Canada and is affiliated with BDO Canada Limited. BDO Canada is one of Canada's largest accounting services firms. BDO Canada LLP's services run from assurance, accounting and taxation services to financial advisory and corporate recovery.

**CLASS DEFINITION**

14. The proposed class action is brought on behalf any individual resident in Canada who received a notice from BDO Debt Solutions that their information may have been compromised in the Breach.

**FACTS**

*Relationship with Class Members*

15. BDO Canada Limited, carrying on business under the name BDO Debt Solutions, offers debt advisory services, financial accounting, and insolvency related professional services to the plaintiff and class members.

16. In order to receive services from BDO Debt Solutions, class members were required to provide significant personal information. This information included class members' name and contact information, government identification (including driver's license numbers, social insurance numbers and health card numbers), financial and credit information, employment and tax information, banking information and details about assets and debts. In addition, some class members provided their personal health information.

17. Class members provided some of this information by inputting it through the application Debt Hub. Information provided to BDO Debt Solutions by class members through other means was consolidated and stored on the Debt Hub application.
18. Debt Hub is a debt management application system owned and used by BDO Debt Solutions. This application is used exclusively by Debt Solutions in connection with its insolvency and bankruptcy services. Debt Hub stores documents and personal information such as a customer's name and contact information, government identification, financial and credit information, employment and tax information, details about assets or health (if provided), and information about creditors, debts or court matters.
19. Some class members consulted with BDO Debt Solutions but did not ultimately contract for services. The information provided by these class members to BDO Debt Solutions was also stored on Debt Hub.

*Payment for Services*

20. Class members who contracted for insolvency related services paid BDO Debt Solutions for those services. These fees were either paid directly or through BDO Debt Solutions claiming a portion of the amounts paid to creditors under insolvency agreements.

*The Terms and Conditions for Use of Debt Hub*

21. Debt Hub is accessed through BDO Debt Solutions website. BDO Debt Solutions publishes a set of terms and conditions, the "Website Terms and Conditions" which purport to apply to use of the website (and, by extension, Debt Hub). These terms are available at https://debtsolutions.bdo.ca/legal-and-privacy/.
22. Under security, the Website Terms and Conditions state:

**Security**

We use physical, technical, and organizational security measures that are consistent with standards in the accountancy and professional services industry. These security measures are designed to protect the confidentiality and integrity of personal information in our custody. We use contractual or other means to require our service providers to protect the confidentiality and integrity of personal information we entrust to them. Unfortunately, no system of security measures can guarantee the security and privacy of personal information. If you are sharing highly sensitive information electronically with BDO Canada, please speak with us about methods of secure file transfers.

23. Under "Location and Retention" the Website Terms and Conditions state:

**Location and retention**

Personal information is stored primarily in Canada. However, we may also use service providers or the assistance of BDO member firms in the United States and around the world, except where we are restricted by legal or contractual requirements. The laws of other jurisdictions may not be as protective as those in Canada and personal information held outside of Canada may be subject to disclosure to the governments, courts or law enforcement or regulatory agencies of these other countries in accordance with their laws.

We retain information for the purposes for as long as it is necessary to fulfill the purposes for which we collected it. We also retain personal information to meet obligations under applicable laws and regulatory requirements and to maintain records for possible litigation or investigations. Our retention period will vary depending on the nature of the information that is held. For example, we may retain information about you for as long as you are a client. We may retain matter specific information for as long as the applicable limitation period for claims, which may be 15 years or in some jurisdictions longer. In addition, copies of personal data stored in our electronic backups may be retained until they are destroyed in accordance with the ordinary lifecycle of our backups.

*The Contract for Insolvency Related Services*

24. All class members who contracted with BDO Debt Solutions for insolvency related services entered into an agreement with BDO Debt Solutions that included, among other documents, a "Statement of Collection, Use and Disclosure of Personal Information" (the "PI Statement") and a "Consent to the Collection, Use and Disclosure of Personal Information" (the "PI Consent").

25. The PI Statement, which was signed by a representative of BDO Canada Limited, informed class members of how the insolvency trustee would obtain information relating to them and how that information might be used. The PI Statement referred class members seeking "more information [and] details about BDO's collection, use and disclosure of your personal information" to BDO Canada LLP's privacy statement, at https://www.bdo.ca/legal-and-privacy/privacy-statement (the "BDO LLP Privacy Statement").

26. The BDO LLP Privacy Statement contains the same language regarding "Security" and "Location and Retention" as the Website Terms and Conditions quoted above at paragraphs

22 and 23. Because it is referred to in the PI Statement, the BDO LLP Privacy Statement is incorporated by reference into the contract.

*Application of PIPEDA*

27. As organizations which collected personal information across Canada, BDO Debt Solutions and BDO Canada LLP are subject to PIPEDA. The requirements of PIPEDA apply even when information collected in Canada is transferred outside of the country.

*The Breach*

28. Sometime between October 10 and October 13, 2026, an unauthorized party accessed and stole customer information stored on Debt Hub. BDO Debt Solutions identified unauthorized activity on or about October 13, 2026.

29. BDO Debt Solutions began notifying impacted individuals starting on or about October 30, 2026. As of the date of this pleading, the notification program is ongoing and BDO Debt Solutions expects that it will continue until November 23, 2026.

30. The full extent of the breach and information accessed has not yet been determined.

31. After the data breach, BDO Debt Solutions offered two years of free identity and credit protection through TransUnion, a consumer credit reporting agency. Customers have until April 30, 2027, to sign up.

**PART 2- RELIEF SOUGHT**

32. The plaintiff on his own behalf and on behalf of the class members, claim:

a.) An order pursuant to the Class Proceedings Act [RSBC 1996] Chapter 333 (the "*CPA*"), certifying this action as a class proceeding and appointing the plaintiff as representative plaintiff of the Class;

b.) A declaration that the defendants breached PIPEDA and Provincial Personal Health Information Acts (as defined below);

c.) A declaration that the defendants breached their agreement/contracts with class members;

d.) A declaration that the defendants owed a duty of care to the plaintiff and the class members, and breached the standard of care owed to them;

e.) A declaration that the defendants breached the *Privacy Act*, R.S.B.C. 1996c. 373; *The Privacy Act*, CCSM, c. P125, *The Privacy Act*, RSS 1978, c. P-24, and *The Privacy Act*, RSNL 1990, c. P-22;

f.) A declaration that the defendants intruded upon the seclusion of class members in the common law provinces;

g.) A declaration that the defendants breached ss. 3.2, 3.5, 5, 6, 10, 12, and 13 of the Act Respecting the *Protection of Personal Information in the Private Sector*, arts. 35, 36 and/or 37 of the *Québec Civil Code* ("*CCQ*") and that, as a result, the class members resident in Québec are entitled to moral and material damages pursuant to arts. 1457 and 1463-64 of the *CCQ*;

h.) A declaration that class members resident in Québec are entitled to punitive damages pursuant to Article 49 of the Québec Charter of Human Rights and Freedoms;

i.) General and special damages;

j.) Nominal damages for breach of contract;

k.) An order directing an aggregate assessment of damages;

l.) An order directing a reference or giving such other directions as may be necessary to determine any issues not determined at the trial of the common issues;

m.) Pre-judgment and post-judgment interest;

n.) The costs of administering the plan of distribution of the recovery in this action; and

o.) Such further and other relief as this Honourable Court deems just.

**PART 3- LEGAL BASIS – CAUSES OF ACTION**

33. Every class member has the right to informational privacy, being the right to control the use and disclosure of their personal information and a reasonable expectation of privacy over said information. The privacy interest at issue is class members' right to expect BDO Debt Solutions and BDO Canada LLP to reasonably protect their personal information from unauthorized access and disclosure and to delete their personal information when it was no longer required for the purposes for which it was collected.

***Privacy Law/ Regulatory Privacy Violations***

34. As organizations which collect personal information across Canada, BDO Debt Solutions and BDO Canada LLP are subject to PIPEDA. The requirements of PIPEDA apply even when information collected in Canada is transferred outside of the country. PIPEDA is mandatory, quasi- constitutional legislation. It requires, inter alia. the following:

    a) The defendants to be responsible and accountable for the personal information provided by its customers and to implement policies and practices to give effect to the principles concerning the protection of the data (section 4.1 of Schedule 1);

    b) The defendants seek and obtain the knowledge and consent of the class members for any collection, use or disclosure of the data including ongoing retention (sections 4.3 of Schedule 1);

    c) The defendants to destroy, erase or make anonymous personal information that was no longer required (section 4.5 of Schedule 1);

d) The defendants to protect the Class Members' personal information and account information by adequate security safeguards that would prevent unauthorized access, disclosure, copying or use (section 4.7 of Schedule 1).

35. The plaintiff pleads that BDO Debt Solutions breached these obligations when it stored class members personal information in such a way that a threat actor was able to access it. For class members that only consulted with BDO Debt Solutions and did not enter into agreements for insolvency related services, BDO Debt Solutions breached its obligation to these class members to destroy their information by retaining indefinitely.

36. Contrary to PIPEDA, BDO Debt Solutions failed to obtain consent, much less meaningful consent as defined in PIPEDA, to:

a) The indefinite retention of class members' personal information.

37. The collection of personal health information in Canada is also governed by a series of provincial statutes;

a) *Personal Health Information Protection Act*, 2004, S.O. 2004, c 3, Sch A;

b) *Health Information Protection Act*, S.S. 1999, c H0.021;

c) *Health Information Act*, R.S.A. 2000, c H-5;

d) *Personal Information Protection Act*, S.B.C.2003, c 63;

e) *The Personal Health Information Act*, CCSM c P33.5;

f) *Personal Health Information Act*, S.N.L. 2008, c P-7.01;

g) *Health Information Privacy and Management Act*, SY 2013, c 16;

h) *Personal Health Information Privacy and Access Act*, SNB 2009, c P-7.05;

i) *Act respecting the sharing of certain health information*, CQLR c P9.0001;

j) *Act Respecting the Protection of Personal Information in the Private Sector*, R.S.Q., c. P-39.1;

k) *Personal Health Information Act*, SNS 2010, c 41;

l) *Health Information Act*, RSPEI 1988, c H-1.41; and

m) *Health Information Act*, SNWT 2014, c 2.

38. These statutes are collectively referred to as the "Provincial Personal Health Information Acts".

39. For class members who provided health information to BDO Debt Solutions, the information collected by BDO Debt Solutions was "personal information" as defined in section 1 of the Personal Information Protection Act [SBC 2003] c. 63 ("PIPA BC") and the equivalent sections of the other Provincial Personal Health Information Acts.

40. BDO Debt Solutions is an "organization" defined in section 1 of PIPA BC and the equivalent sections of the Provincial Personal Health Information Acts.

41. As the organization that collected and maintained personal information from class members, BDO Debt Solutions had a duty to protect such information in its custody and under its control.

42. Pursuant to the Provincial Health Information Acts, BDO Debt Solutions was responsible for safeguarding class members' personal information and preventing unauthorized access. PIPA BC, part 9, s, 34 requires an organization to "protect personal information in its custody or under its control by making reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks." The other Provincial Personal Health Information Acts contain similar requirements.

43. Under PIPA BC, part 9, s. 35, BDO Debt Solutions was also responsible to destroy any documents containing personal information as soon as it was reasonable to assume that "the purpose for which that personal information was collected is no longer being served by retention of the personal information" and "retention is no longer necessary for legal or business purposes." The other Provincial Personal Health Information Acts contain similar requirements.

44. BDO Debt Solutions knew or ought to have known its platform organization made it possible for threat actors to access the Debt Hub system. The storage and retention of the information by BDO Debt Solutions on the unsecured platform was a "use" of the information.

45. By intentionally or recklessly failing to implement sufficient encryption and security, or proper network segmentation, the defendants breached PIPEDA and section 34 of PIPA BC which requires that an organization must protect personal information in its custody or under its control by making reasonable security arrangements to prevent unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks and the equivalent sections of the other Provincial Personal Health Information Acts.

46. For class members whose data was no longer necessary, BDO Debt Solutions breached section 35 of PIPA BC by intentionally or recklessly failing to destroy class members' personal information, when it was no longer needed, as required by those sections and the equivalent sections of the other Provincial Health Information Acts.

47. The standards set out under PIPEDA and the Provincial Personal Health Information Acts, and the breaches of those standards set out above, inform the statutory privacy tort cause of actions set out below.

48. In the alternative, if it is found that BDO Canada LLP, the affiliate of BDO Canada Limited had control over customers' personal information, BDO Canada LLP breached its obligations under privacy law and provincial personal health law in the same manner set out above.

***Breach of Contract***

*Breach of Contract*

49. Throughout the class period the plaintiff and every class member who used Debt Hub entered into a contract with BDO Debt Solutions which contained the same terms regarding privacy and security. This contract was a "take it or leave it" contract of adhesion, drafted by BDO Debt Solutions. Class members entered into the contract when they signed a contract for insolvency related services, and/or through BDO Debt Solutions promulgation of the website terms and conditions.

50. The relevant provisions of the contract are set out above at paragraphs 22, 23 and 26.

51. BDO Debt Solutions' contract with Class members had the following express or implied terms:

    a) That BDO Debt Solutions would comply with its own privacy policies and with applicable privacy laws;
    b) That BDO Debt Solutions would provide strict safeguards and rigorous privacy and security standards to protect personal information and prevent identity theft and unauthorized access;
    c) That BDO Debt Solutions would not retain personal information longer than needed; and
    d) That BDO Debt Solutions would comply with PIPEDA.

52. BDO Debt Solutions breached the Website Terms and Conditions in that:

    a) It failed to properly protect class members' personal information, contrary to its obligations under PIPEDA, provincial health information law, and other equivalent acts, as well as contrary to its promise under the Website Terms and Conditions to use "security measures … designed to protect the confidentiality and integrity of personal information in our custody."

    b) It retained class member information longer than necessary to fulfill the purposes for which it was collected, contrary to its contractual promises as well as its obligations under PIPEDA, provincial health information law, and other equivalent acts.

53. The BDO Canada LLP Privacy Statement was authored by BDO Canada LLP. BDO Canada's website states that the Privacy Statement applies to BDO Canada LLP and its affiliates (which includes BDO Debt Solutions). As a result of this, BDO Canada LLP held itself out as a party to the contract making contractual promises regarding privacy and security. BDO Canada LLP breach those promises in the same manner as BDO Debt Solutions.

*Breach of Contract - Damages*

54. As a result of the breaches of contracts outlined above, the plaintiff and class members suffered damages as further particularized below.

***Negligence***

*Negligence - BDO Debt Solutions*

55. BDO Debt Solutions owed a duty of care to the class members in their collection, use and retention of personal information, to keep the personal information confidential and secure,

and to ensure that when it was stored on Debt Hub's systems it would not be lost, disseminated or disclosed to unauthorized persons. Thus, the class members had a reasonable expectation of privacy that no one would access their personal information absent express consent.

56. Specifically, a duty of care was owed to the class members to take reasonable steps to establish, maintain and enforce appropriate security safeguards against a cyberattack, to ensure that their platform that hosted and stored personal information had appropriate precautions to limit the exposure of the class members' personal information even in case of a successful cyberattack.

57. There was a sufficient degree of proximity between the class members and BDO Debt Solutions to establish a duty of care because:

    a) it was reasonable for the plaintiff and other class members to expect that any company who received their personal information had implemented appropriate security safeguards against a cyberattack and to limit the exposure of their personal information in case of a cyberattack, especially where the defendant held itself out to class members as having rigorous privacy standards to protect applicants' and customers' privacy;

    b) it was reasonably foreseeable to BDO Debt Solutions that, if a cyberattack resulted in the theft of the class members' personal information, the class members would sustain damages, such that the defendant should have been mindful of the class members' privacy and on guard against a cyberattack;

    c) it was reasonably foreseeable to BDO Debt Solutions that, if it failed to take appropriate security measures and to implement programs and policies designed

to protect personal information there was a risk that the class members' privacy would be breached, because of the sensitivity of the types of data collected and stored, and the climate of increasing cyberattacks targeted toward institutions which collect sensitive and private information;

d) the class members were entirely vulnerable to BDO Debt Solutions, in terms of relying on BDO Debt Solutions to take appropriate security measures to protect their personal information; and

e) As a recipient of the personal information of Canadians, BDO Debt Solutions was required by sections 4.1, 4.5 and 4.7 of Schedule 1 to PIPEDA and equivalent provisions in the Provincial Personal Health Information Acts, to implement safeguards appropriate to the sensitivity of the information stored on their network.

58. The standard of care BDO Debt Solutions was required to meet with respect to the collection and storage of personal information was heightened given the highly sensitive nature of the information that they were entrusted with. The required standard is informed by, but not limited to, industry practice, the common law, and the privacy legislation outlined above at paragraphs 37, 40-46. BDO Debt Solutions was mandated by statute and common law to have in place effective, updated, state of the art cybersecurity to protect the sensitive information that they collected and stored.

59. BDO Debt Solutions did not meet the standard of care. Particulars of its breaches include, but are not limited to intentionally, willfully, recklessly and negligently:

a) failing to handle the collection, retention, security and disclosure of the class members' personal information in accordance with their obligations under the contract, PIPEDA, and the Provincial Personal Health Information Acts;

b) allowing the personal information to be accessed, used and/or disclosed for purposes other than those for which it was collected, contrary to s. 4.5 of Schedule 1 to PIPEDA and the equivalent provisions of the Provincial Personal Health Information Acts;

c) failing to have proper risk assessment policies, penetration testing strategies or that it had sufficient basic security controls;

d) failing to implement appropriate physical, organizational and technological safeguards to protect the personal information against loss, theft, unauthorized access, disclosure, copying, use, and/or modification, contrary to s. 4.7 of Schedule 1 to the PIPEDA;

e) failing to use any, or appropriate, cybersecurity measures, programs and policies (including encryption) to safeguard the class members' personal information, or it used cybersecurity measures, programs and policies which were outdated, inadequate, and below the reasonable industry standards;

f) failing to hire competent employees, it failed to properly supervise their employees, or failed to provide proper training to its employees;

g) failing to maintain adequate or any surveillance and systems checks over the systems;

h) failing to train employees to identify and respond appropriately to phishing and other common attacks; and

i) failing to delete and destroy stored personal information after there was no longer a legitimate purpose for retaining it.

60. BDO Debt Solutions' negligent conduct caused the plaintiff and class members to suffer a violation of their privacy rights with attendant harm and damages as particularized below.

*Negligence – BDO Canada LLP*

61. In the alternative, if BDO Canada LLP was responsible for Debt Hub and its security, BDO Canada LLP was negligent for the reasons set out above at paragraphs 55-60.

***Statutory Privacy Torts***

62. BDO Debt Solutions violated the privacy of the plaintiff and other class members by willfully, intentionally and recklessly retaining personal information when it was no longer needed and failed to have sufficient security safeguards to prevent unauthorized individuals from gaining access to the plaintiff's and other class members' personal information and health information as set out in the whole of this claim, in violation of their contracts with class members. The facts pleaded in support of this claim are set out at paragraphs 15- 31.

63. The defendants' failures to comply with PIPEDA and the Provincial Personal Health Information Acts, as set out above inform the violations of the statutory torts.

64. With respect to the plaintiff and class members resident in British Columbia, Manitoba, Saskatchewan, and Newfoundland and Labrador, the plaintiff pleads and relies on the *Privacy Act*, RSBC 1996, c 373; *The Privacy Act*, CCSM c Pl 25; *The Privacy Act*, RSS 1978, c P- 24; and *The Privacy Act*, RSNL 1990, c P-22 (the "Statutory Torts"). In each of these jurisdictions, BDO Debt Solutions willfully, intentionally and recklessly violated class members' privacy. In all four provinces the tort is actionable without proof of damage.

65. As a result, class members suffered damages including general damages, compensatory damages, and moral damages, as further particularized below.

*British Columbia*

66. The plaintiffs plead on behalf of all class members who are domiciled or are residents of the Province of British Columbia, that the defendants violated section 1 of the *Privacy Act*, RSBC 1996, c. 373, as amended.

67. BDO Debt Solutions, without a claim of right intentionally, willfully and recklessly violated the privacy of the British Columbia class members when through its intentional and reckless acts it allowed unauthorized third parties (cybercriminals) to access their personal and health information without the class members' consent.

*Manitoba*

68. The plaintiff pleads on behalf of all class members who are domiciled or are residents of the Province of Manitoba that the defendants violated section 2 of the *Privacy Act*, CCSM c. P125, as amended.

69. BDO Debt Solutions, substantially, unreasonably, and without a claim of right violated the privacy of the Manitoba class members when it allowed unauthorized third parties (cybercriminals) to access their personal and health information without the class members' consent.

70. As a result of this breach the Manitoba class members are entitled to rely upon section 4 of the *Privacy Act*, CCSM c. P125, as amended.

*Saskatchewan*

71. The plaintiff pleads on behalf of all class members who are domiciled or are residents of the Province of Saskatchewan, that the defendants violated section 2 of the *Privacy Act*, RSS 1978, c P-24, as amended 1996.

72. BDO Debt Solutions without a claim of right intentionally, willfully and recklessly violated the privacy of the Saskatchewan class members when it allowed unauthorized third parties (cybercriminals) to access their personal and health information without the class members' consent.

*Newfoundland and Labrador*

73. The plaintiff pleads on behalf of all class members who are domiciled or are residents of the Province of Newfoundland and Labrador, that the defendants violated section 3 of the *Privacy Act*, RSNL 1990, c P-22, as amended.

74. BDO Debt Solutions without a claim of right intentionally, willfully and recklessly violated the privacy of the Newfoundland and Labrador class members when it allowed unauthorized third parties (cybercriminals) to access their personal and health information without the class members' consent.

*Breach of the Privacy Acts – BDO Canada LLP*

75. In the alternative, if BDO Canada LLP was responsible for Debt Hub and its security, BDO Canada LLP breached the provincial privacy acts for the reasons set out above at paragraphs 62-74.

***Intrusion Upon Seclusion***

76. The plaintiff also pleads and relies on the tort of intrusion upon seclusion with respect to the common law provinces of Canada.

***Breach of Québec Law***

77. With regard to the class members resident in Québec, the defendants breached articles 35, 36 and/or 37 of the CCQ by failing to maintain adequate cybersecurity to safeguard the class members' personal and health information from unauthorized access. The facts in support of this claim are pleaded above at paragraphs 1 and 37-48.

78. More particularly, the defendants breached articles 35, 36, and 37 of the *CCQ* because they allowed unauthorized access to the personal and health information of the class members resident in Québec without their consent and without the invasion being authorized by law. The collection of class members' information on Debt Hub constituted the establishment of a 'file' on class members. The defendants' failure to adequately protect class member information, as pleaded above at paragraphs 43-48 and 59, was sufficiently reckless to constitute an invasion of privacy, not authorized by law as well as an impermissible "use" which was inconsistent with the purposes for which the file was established.

79. The plaintiff pleads on behalf of all class members who are domiciled or are residents of the Province of Québec, that the defendants collected personal information from class members.

80. The plaintiff pleads that BDO Debt Solutions violated Sections 3.2, 3.5, 10, 12 and 13 of the *Act respecting the protection of personal information in the private sector*, C. P-39.1 ("*Private Sector Act*"), which informs the rights of Quebec residents under articles 35, 36, and 37 of the *CCQ*.

81. The plaintiff further pleads that BDO Debt Solutions failed to take the security measures necessary to ensure the protection of the personal information collected, contrary to ss. 3.2, 3.5 and 10 of the *Private Sector Act*. In particular, the failure to provide adequate safeguards for the data, as required by the *Private Sector Act*, constituted violations of class members'

privacy rights under sections 35, 36 and 37 of the *CCQ.* For class members whose data was retained longer than necessary, the retention of their data constituted an improper 'use' contrary to s. 12 of the *Private Sector Act*.

82. The plaintiff pleads that the defendants' breaches of contract, as particularized at paragraphs 49-54 above, constituted a breach of section 1458 of the *CCQ*.

83. The plaintiff pleads that the defendants' negligence, as particularized at paragraphs 55-61 above, constituted a breach of section 1457 of the *CCQ*.

84. As a result of the breaches of the *CCQ*, the class members resident in Québec are entitled to moral and material damages.

85. In addition, class members resident in Québec are entitled to punitive damages pursuant to article 49 of the Charter of Human Rights and Freedoms.

*Breach of the Québec Law – BDO Canada LLP*

86. In the alternative, if BDO Canada LLP was responsible for Debt Hub and its security, BDO Canada LLP breached the Québec law for the reasons set out above at paragraphs 77-85.

**DAMAGES**

94. The plaintiff and class members had their privacy deeply invaded and have suffered damages including but not limited to:

a) Prolonged mental distress;

b) Humiliation;

c) Anguish;

d) Stress;

e) Anxiety;

f) Violations of their right to informational privacy;

g) Consequential damages from fraudulent use of their personal information; and

h) Out-of-pocket expenses incurred to protect themselves from fraudulent activities, such as payments for additional credit monitoring.

95. In addition, the plaintiff and class members have suffered or will likely suffer further damage from identity theft and/or fraud in the event that their personal and health information was, and remains, available to the unauthorized third parties and may be used for criminal purposes. It is likely or, alternatively, there is a real and substantial chance that in the future the personal and health information may be released or sold on the internet causing further privacy violations or be used for criminal purposes such as to create fictitious bank accounts or engage in other forms identity theft and/or fraud, thereby causing the class members to suffer damages.

96. Finally, class members have suffered moral, general, non-pecuniary and compensatory damages for the violations of their privacy caused by both defendants and the hacker.

***Negligence Acts***

97. The plaintiff pleads and relies on the British Columbia Negligence Act [RSBC 1996] Chapter 333 section 4(2)(a); the Negligence Act, RSO 1990, c N.1, section 1; the Contributory Negligence Act, RSS 1978 c C-31, section 3(2); the Contributory Negligence Act, RSA 2000, c C-27, sections 1 and 2; the Contributory Negligence Act, RSNB 2011, c 131, sections 1 and 3; the Tortfeasors and Contributory Negligence Act, CCSM c T90, sections 2 and 5; the Contributory Negligence Act, RSNS 1989, c 95, section 3; the Contributory Negligence Act, RSPEI 1988, c C-21, section 1; the Contributory Negligence Act, RSY 2022 c 42, section 1; the Contributory Negligence Act, RSNWT 1988, c C-18,

sections 2 and 3; and the Contributory Negligence Act, RSNL 1990, c C-33, section 3 (collectively, the "Equivalent Negligence Legislation").

98. As a direct result of the defendants' breaches of the statutory privacy tort statutes as pleaded above, the hacker was able to unlawfully gain access to class members' personal information. The tort committed by the defendants by their breach of the privacy tort statutes combined with the intentional breach of the privacy tort statutes committed by the hacker by unlawfully gaining access to the database and thereby breaching the privacy tort statutes caused class members to sustain indivisible compensatory, moral, general, non-pecuniary and pecuniary damages including distress, humiliation, anguish, reduced trust, feelings of lost privacy, and ongoing increased levels of stress as a result of the combined tortious conduct of the joint tortfeasors. The defendants and the hacker are therefore jointly and severally liable for all class member damages under the statutory torts pursuant to the *Negligence Act* of British Columbia and equivalent legislation as pleaded above at paragraph 97.

**STATUTES**

99. The plaintiff and class members plead and rely upon:

*Civil Code of Québec,* C.Q.L.R. c. C.C.Q.-1991

*Class Proceedings Act*, [R.S.B.C. 1996], c. 50

*Courts of Justice Act,* R.S.O. 1980, c. 43

*Personal Health Information Protection Act,* 2004 S.O. 2004, c. 3

*Personal Information Protection and Electronic Documents Act*, SC 2000, c 5

*Privacy Act*, RSBC 1996, c 373

*The Privacy Act,* CCSM c Pl 25

*The Privacy Act*, RSS 1978, c P- 24

*The Privacy Act*, RSNL 1990, c P-22.

**THE PLACE OF TRIAL**

100. The plaintiff proposed that this action be tried at the City of Vancouver.

| | |
|---|---|
| Plaintiff's address for service: | Charney Lawyers<br>Bentall II, 555 Burrard St.,<br>Vancouver, BC<br>V7X 1M8<br><br>or:<br><br>Charney Lawyers<br>151 Bloor Street W., Suite 604<br>Toronto, ON<br>M5S 1S4 |
| Fax number address for service: | N/A |
| E-mail address for service: | cedwards@charneylawyers.com |
| Place of Trial: | Vancouver |
| The address of the registry is: | 800 Smithe Street,<br>Vancouver, BC<br>V6Z 2E1 |

Date: November 18, 2026



Signature of Lawyer for Plaintiff

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

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

Proposed class action regarding damages suffered as a result of a cyber security breach which occurred in October 2026, in which unknown actors accessed the personal information of clients of the defendants.

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of **another cause**

A dispute concerning **a matter not listed here.**

**Part 3: THIS CLAIM INVOLVES:**

a class action.

**Part 4:**

Other:
a) *Class Proceedings Act*, R.S.B.C. 1996, c. 50
b) *PIPEDA*, S.C. 2000 c. 5