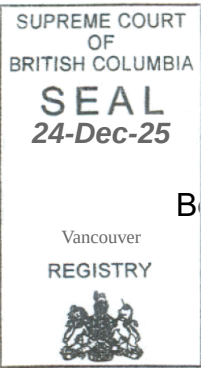


No. S-256781
Vancouver Registry



IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

A.B. ADAM BOSWICK

PLAINTIFF

and

WESTJET AIRLINES LTD.

DEFENDANT

Brought under the *Class Proceedings Act*, RSBC 1996, c 50

AMENDED NOTICE OF CIVIL CLAIM

(Original Notice of Civil Claim filed on September 10, 2025)

This action has been started by the plaintiffs 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 plaintiffs.

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 plaintiffs 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 plaintiffs,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

THE PLAINTIFFS' CLAIM

Part 1: STATEMENT OF FACTS

Overview

1. The aviation industry is an increasingly attractive target for exploitation by data hackers. Airlines collect and store vast amounts of digitized personal data, which consumers rely on them to protect. Airlines thus face a heightened responsibility to prioritize data security safeguards, proactive cybersecurity development and deployment, data minimization practices, and human factor security training to safeguard consumer data. Cybersecurity is no longer solely an information technology matter, but has evolved into a core issue of human safety and operational integrity, the significance of which is underscored by the quasi-constitutional status of privacy rights in Canada.

2. This action arises from a significant data breach of WestJet Airlines Ltd. ("**WestJet**") that was identified on or around June 13, 2025, involving the unauthorized access, theft, and compromise of personal and sensitive information of an undisclosed number of customers of WestJet (the "**WestJet Data Breach**"). The WestJet Data Breach represents a critical security breach with real, substantial, and imminent risk of harm and injury, including theft and exposure of a range of highly sensitive customer information. The scope of the compromised data presently known includes: full names, dates of birth, email addresses, mailing addresses, phone numbers, genders, recent travel booking history including travel booking numbers, information about the travel document used when travelling with WestJet (such as passport or other government issued identification document) and other sensitive data (the "**Compromised Data**"). As a result, cybercriminals and other malicious actors have access to private information that the Plaintiff and Class Members were compelled to disclose and that they reasonably expected WestJet to safeguard.

3. The WestJet Data Breach exposes critical vulnerabilities in WestJet's data protection infrastructure and raises significant questions about the adequacy of the airline's cybersecurity safeguards, data retention policies, and response protocols. The full extent of the WestJet Data Breach remains unknown to the public as of the date of

filing this claim. WestJet has failed to publicly disclose critical details regarding the breach—such as how it occurred and the total number of affected individuals—and has minimized the severity of the breach and its long-term implications.

4. As a consequence of the WestJet Data Breach, WestJet customers have suffered psychological, financial and other harm. WestJet's failure to promptly notify customers affected by the WestJet Data Breach and to fully disclose the WestJet Data Breach deprived affected individuals of the opportunity to protect themselves from fraud and identity theft, exacerbating their stress, anxiety, mental distress, and the financial harm incurred. Through this proceeding, the Plaintiff and Class Members seek to hold WestJet accountable for its negligence and/or breach of the the *Privacy Act*, RSBC 1996 c 373 (the "**BC Privacy Act**"), the *Personal Information Protection Act*, SBC 2003 c 63 (the "**PIPA**"), the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5 (the "**PIPEDA**"), and applicable provincial statutes.

The Plaintiffs and Class Members

5. The Plaintiff, ~~A.B.~~ Adam Boswick, is a resident of British Columbia and was a customer of WestJet at the time of the WestJet Data Breach. In order to obtain services from WestJet, the Plaintiff provided personal information to WestJet, including their full name, date of birth, address, email address, passport information, WestJet Rewards ID number, and payment information, which information alone or in combination is not public information.

6. On August 15 11, 2025, the Plaintiff received an email notice of the breach from Cyberscout, a division of TransUnion, on behalf of WestJet, advising that:

"As you may be aware, WestJet, an Alberta Partnership ("**WestJet**") recently experienced a cybersecurity incident. We are writing to update you on our investigation, which involved some of our systems which hold your personal information. This incident is now resolved.

[...]

On June 13, 2025, we identified suspicious activity on our WestJet systems. We immediately investigated and established that a sophisticated criminal third party temporarily accessed some of our systems.

[...]

The types of personal information affected by this incident vary from person to person but may include your name, date of birth, e-mail address, mailing address, phone number, gender, recent travel booking history including travel booking number, information about the travel document you used when travelling with WestJet (such as your passport or other government issued identification document) and other information associated with your travel needs such as accommodations requested or complaints filed. No credit card or debit card numbers, expiry dates or CVV numbers or account passwords were affected.

It is possible that this information could be used for identity theft or fraud (including in the context of any booked travel). We are communicating this to you so that you can take the steps outlined below to protect yourself.”

7. The Plaintiff brings this claim on their own behalf and on behalf of all individuals, residing anywhere in the world (or, subsidiarily in British Columbia or Canada) who were WestJet customers on or before June 13, 2025 and whose information was included or disclosed in the WestJet Data Breach, including a subclass of individuals who claim to have suffered a pecuniary loss due to the misuse of their Compromised Data accessed in the WestJet Data Breach (the “**Data Misuse Subclass**” and the “**Data Misuse Subclass Members**”), (together, the “**Class**”, the “**Class Members**”, and the “**Class Period**”).

The Defendant

8. The Defendant WestJet is a company incorporated pursuant to the laws of the Province of Alberta with a head office located at Suite 2400 – 525 8th Avenue SW, Calgary, Alberta T2P 1G1 and extra-provincially registered pursuant to the laws of the Province of British Columbia, having an address for service c/o AHBL Corporate Services Ltd., 2700 – 700 West Georgia, Vancouver, BC, V7Y 1B8.

9. WestJet is one of Canada’s largest commercial airlines, operating domestic and international passenger flights under the authority and requirements of the *Canada Transportation Act*, SC 1996 c 10, the *Air Transportation Regulations*, SOR/88-58 and related enactments. Annually, WestJet transports over approximately 25 million passengers, the majority of which are Canadian travellers.

10. WestJet has employees, aircraft, and facilities in British Columbia. WestJet operates from Canadian airports, including but not limited to: Vancouver International Airport, Montreal Trudeau International Airport, and Toronto Pearson International Airport. Customers located in British Columbia book travel with WestJet directly, or through intermediaries, from British Columbia, and pay for those services.

WestJet Collected the Plaintiff's and Class Members' Personal Information

11. The Plaintiff and Class Members were WestJet customers on or before June 13, 2025.

12. For the purposes of contracting WestJet services, and specifically domestic and international air carrier services, WestJet is required to collect specific personal information in compliance with Canadian aviation and border laws, including but not limited to the *Secure Air Travel Regulations*, SOR/2015-181.

13. To book flights, make a purchase from, and/or take flights on WestJet, customers are required to provide WestJet with personal information, and WestJet collects, collates and processes additional information including but not limited to:

(a) Personal Identifiers:

- i. full legal names, dates of birth, home addresses, email addresses, phone numbers, gender, marital status;

(b) Travel-Related Data:

- i. passport, permanent residence card, immigration visa, and/or other government-issued identification information, citizenship;
- ii. travel need information, such as accommodations requested or filed complaints, and medical information;
- iii. travel information linked to other people travelling under the same booking number, such as family members;

(c) Loyalty Data:

- i. WestJet Reward ID number, points balance;

(d) Payment/Account Data:

- i. credit card, debit card and/or other financial payment information, user account information.

(the “**Personal Information**”).

14. The Personal Information alone or in combination is not public information.

15. WestJet, through its agents and employees, requested, collected, and retained the Personal Information from the Plaintiff and Class Members for the limited purpose of processing their orders and in fulfillment of air travel requirements. WestJet stored, controlled, and managed the Personal Information electronically.

16. The Plaintiff and Class Members had direct, transactional relationships with WestJet. The Personal Information collected by WestJet was sensitive and private and collected in the course of its business. It was reasonably foreseeable that harm to consumers, including but not limited to identity theft, could result if such information were disclosed or not securely stored, and it was foreseeable to WestJet as an experienced data-holder and participant in the aviation industry.

17. As outlined below, WestJet violated their obligations under the *BC Privacy Act*, the *PIPA*, and the *PIPEDA*, and at common law to properly manage and safeguard the Plaintiff’s and Class Member’s Personal Information.

Timeline of the WestJet Data Breach

18. For the purposes of the within action, and based on the information available at the time of pleading, the Compromised Data includes Personal Identifiers, Travel-Related Data, and Loyalty Data. Payment/Account Data is not subject to the WestJet Data Breach. The Plaintiff reserves the right to clarify the scope of the Compromised Data as the action progresses, and as further information becomes available.

19. On or about June 13, 2025, WestJet detected “suspicious activity” within its IT infrastructure, posting the following statement to its website:

“WestJet is aware of a cybersecurity incident involving internal systems and the WestJet app, which has restricted access for several users. We have activated specialized internal teams in cooperation with law enforcement and Transport Canada to investigate the matter and limit impacts.”

20. Between June 14 and June 15, 2025, WestJet confirmed ongoing disruptions to its website and mobile app while emphasizing that flight operations remain unaffected. On June 15, 2025, WestJet made the following statements:

“...WestJet continues to make progress on safeguarding our digital environment ... We continue to cooperate with all associated regulatory bodies and law enforcement, while prioritizing minimal disruption to our guests and employees.”

“As we continue work to determine the extent and overall impact of the cybersecurity incident, some guests may temporarily encounter intermittent interruptions or errors while using the WestJet app and/or WestJet.com (<http://WestJet.com>) and we are working to resolve these issues. Our operations remain safe and stable and are not impacted by the situation.”

21. On June 18, 2025, WestJet reported “significant progress” in safeguarding its digital environment and containing the breach. WestJet stated that it is “working as quickly as possible to assess any potential data in scope.”

22. On July 18, 2025, WestJet confirmed in a posted statement that “certain data was illegally obtained from WestJet’s systems.” The statement continues, in part,

“Thanks to our internal precautionary measures, no credit card or debit card numbers and no guest user passwords were obtained. What was obtained was some personal and travel-related data, which varies from person to person. In line with regulatory requirements, WestJet has identified those individuals, who we will contact in the coming days to provide information and support regarding this incident.

[...]

Containment is complete, and some additional system and data security measures have been implemented. However, analysis is ongoing, and we will continue to take measures to further enhance our cybersecurity protocols.”

23. While the disclosure of the Compromised Data represents a critical security breach with real, substantial, and imminent risks of long-term harm, WestJet's July 18, 2025 statement downplayed the severity of the WestJet Data Breach and failed to acknowledge that the Compromised Data includes information that is exceptionally sensitive and high value for criminals. This type of information can facilitate identity theft, creation of forged documents, account takeover attacks, and other unauthorized, fraudulent, or deceptive actions regarding their identity and financial information or accounts.

24. On August 5, 2025, the Privacy Commissioner of Canada opened a formal investigation into the WestJet Data Breach to assess "the security safeguards that WestJet had in place at the time of the breach as well as the adequacy of its notifications to affected individuals...". As of the date of filing this action, the investigation is ongoing.

25. On or about August 6, 2025, WestJet began notifying affected customers, asking customers to forward the notice to other travellers linked to their profile, and offering identity protection services. The email notice titled "Notice of Cyber Security Incident" provided to Class Members including the Plaintiff, states in part:

"The types of personal information affected by this incident vary from person to person but may include your name, date of birth, email address, mailing address, phone number, gender, recent travel booking history including travel booking number, information about the travel document you used when travelling with WestJet (such as your passport or other government issued identification document) and other information associated with your travel needs such as accommodations requested or complaints filed. No credit card or debit card numbers, expiry dates or CVV numbers or account passwords were affected.

[...]

To the extent that any of your travel information is linked to other people (such as family members or others travelling under the same booking number), we kindly asked that you please bring this letter, including the contact information provided below, to their attention."

The email notice offers affected customers a two-year subscription to identity theft and monitoring services with TransUnion.

26. To date, WestJet has failed to provide meaningful disclosure to Class Members regarding the scope, severity, and implications of the WestJet Data Breach, has failed to specify for each Class Member the specific personal data that was compromised, and has failed to provide timely notice that adequately addressed the risk of serious injury to affected customers.

27. Moreover, WestJet has failed to publicly report the number of customers affected and important details regarding the breach, including technical information about the attack vector(s). It is unknown whether each affected customer received notification by WestJet, who without notification would remain entirely unaware of the WestJet Data Breach, and as such would be at an elevated risk of significant harm.

WestJet's Representations as to Safeguarding Consumer Data

28. WestJet represented and continues to represent to the Plaintiff and Class Members through, *inter alia*, its tariffs, Privacy Statement, privacy framework, internal policies, and technical measures that it would safeguard their sensitive and personal information, including the Compromised Data. WestJet's privacy framework "includes policies governing the collection of data, data retention and secure disposal of data."

29. WestJet's Privacy Statement represents to its customers that:

"WestJet has sophisticated security measures and procedures in place to help ensure that your personal information is protected from misuse and from unauthorized access, use or disclosure.

[...]

WestJet is committed to protecting your personal information and has implemented a comprehensive set of policies and practices to do so. These measures take into account the volume, sensitivity, intended use, and format of the information..."

30. WestJet also represented and continues to represent to the Plaintiff and Class Members, through its Privacy Statement, that "Personal information collected by WestJet is retained for as long as it is reasonably required for the purposes for which it was collected, or as permitted by law, following which it is securely destroyed or made anonymous."

31. WestJet's Privacy Statement forms the applicable sections of the conditions of carriage to which all WestJet customers are contracted. WestJet domestic customers are subject to the terms and conditions of WestJet Domestic Tariff (WS2), while WestJet international customers are subject to the terms and conditions of International Passenger Rules and Fares (WS1). WestJet's Privacy Statement forms Rule 7: Protection of Personal Information and Rule 100 Personal Data, respectively, of the aforementioned tariffs.

32. By the contractual terms of the Privacy Statement, WestJet expressly agreed to adequately safeguard the Compromised Data and to retain said information for only as long as necessary for providing the services to the Class Members.

33. The Privacy Statement was an express or implied term of every customer's agreement with WestJet to provide the Compromised Data in exchange for access to WestJet's products and services.

WestJet was Required by the PIPEDA to Safeguard the Plaintiff's and Class Members' Compromised Data

34. The *PIPEDA* governs the collection, use, disclosure, and disposal of personal information by private-sector organizations, including information relating to customers. The *PIPEDA* is intended to regulate how businesses responsibly manage personal information in the course of commercial activities, promote accountability of private sector bodies, and safeguard individual privacy by, among other things, prohibiting the unauthorized disclosure of personal information.

35. Section 5(1) of the *PIPEDA* imposes a clear statutory duty, enumerated in Schedule 1, and in particular Section 4.7 (Safeguards), on private sector bodies to implement reasonable security measures to guard against the unauthorized access, use, and disclosure of personal information in their custody or under their control and to limit the use, disclosure, and retention of said personal information.

36. As a private-sector organization, WestJet was statutorily obligated to, *inter alia*, protect and limit retention of the Compromised Data of the Plaintiff and Class Members.

The Defendant's Misconduct

37. At all material times, WestJet collected, retained, stored, and was responsible to protect the Compromised Data.

38. At all material times, WestJet, as custodian of the Compromised Data, owed the Plaintiff and Class Members a duty of care to collect, retain, store, and protect the Compromised Data in an adequate and reasonable manner.

39. Through its terms and conditions of sale and privacy policies, WestJet expressly agreed to adequately safeguard the Compromised Data and retain said data for only as long as operationally necessary.

40. At all material times, WestJet was in a close and proximate relationship with the Plaintiff and Class Members. The relationship between WestJet and the Plaintiff and Class Members was sufficiently close to ground a duty of care because, *inter alia*:

- (a) the Plaintiff and Class Members were vulnerable to WestJet's demands to provide the Compromised Data as a condition of contracting air travel services;
- (b) the Plaintiff and Class Members were vulnerable to WestJet's care with the Personal Information;
- (c) WestJet had a direct, transactional relationship, and a relationship by way of contract, with the Plaintiff and each of the Class Members; and
- (d) WestJet collected the Compromised Data from the Plaintiff and Class Members in the course of its business and for the limited purposes of fulfillment of those purposes.

41. The duty of care owed by WestJet to the Plaintiff and Class Members is informed by, *inter alia*:

- (a) WestJet's obligations under the *PIPEDA*;
- (b) the highly sensitive and personal nature of the Compromised Data; and

- (c) the inherent danger and foreseeably significant risk of financial, reputational, and other harms to the Plaintiff and Class Members from the disclosure and/or misuse of the Compromised Data.

42. At all material times, WestJet knew or reasonably ought to have known:

- (a) of the facts and occurrences of other data breach attacks in Canada, and specifically data breach attacks in the aviation sector;
- (b) that the Plaintiff's and Class Members' personal information could, or was likely to, be accessed in a data breach;
- (c) the highly sensitive nature of the Plaintiff's and Class Members' personal information; and
- (d) that the Plaintiff and Class Members could suffer financial losses if an unauthorized party were to access and steal the Compromised Data.

43. The reasonable expectations of the Plaintiff and Class Members when they provided their personal information to WestJet included but were not limited to:

- (a) WestJet would understand and comply with their obligations under the *PIPEDA*;
- (b) WestJet would protect the privacy interests of the Plaintiff and Class Members;
- (c) WestJet would not make the Compromised Data accessible to third parties;
- (d) WestJet would retain the Compromised Data for only as long as required to fulfill the purposes for which it was collected;
- (e) WestJet would promptly and competently investigate any potential breach;
- (f) WestJet would, upon discovering, or having reasonable grounds to believe, that the Compromised Data had been accessed or stolen by an unauthorized third party, provide prompt and direct notice to the Plaintiff and Class Members regarding the nature and extent of the breach; and

- (g) WestJet would, upon discovering, or having reasonable grounds to believe, that the Compromised Data had been accessed or stolen by an unauthorized third party, take reasonable and timely steps to mitigate the impact of the breach on the Plaintiff and Class Members

44. The Plaintiff and Class Members' reasonable expectations were informed by the full context of, and all the circumstances surrounding, the WestJet Data Breach, including but not limited to:

- (a) the potential misuse of the Compromised Data if this information was stolen in a data breach, including but not limited to fraud and/or identity theft;
- (b) the Plaintiff and Class Members provided their information to WestJet for a specific purpose;
- (c) the Plaintiff and Class Members were required to supply the Compromised Data to WestJet in order to contract its air travel services;
- (d) WestJet digitized and stored electronically the Compromised Data for the convenience and cost-savings of collecting it;
- (e) WestJet has increased its internal efficiencies due to its collection, storage, and/or use of the Compromised Data in electronic form;
- (f) the representations that WestJet made in, *inter alia*, the policies referred to at paragraphs 29–34 of this Notice of Civil Claim regarding the importance of safeguarding sensitive and personal information, including but not limited to the Compromised Data;
- (g) the representations that WestJet made in, *inter alia*, the policies referred to at paragraphs 29–34 of this Notice of Civil Claim that it would safeguard their sensitive and personal information, including but not limited to the Compromised Data; and
- (h) individuals are increasingly vulnerable to the theft and misuse of their personal information, including but not limited to the exposure of sensitive

personal identifiers, identity theft, financial fraud, extortion, the person becoming the target of digital humiliation, harassment, or physical attack.

45. WestJet willfully violated the Plaintiff's and Class Members' reasonable expectations of privacy by, *inter alia*:

- (a) failing to understand and/or comply with its obligations under the *PIPEDA*;
- (b) collecting, retaining, and/or storing the Compromised Data in an inadequate and/or unreasonable manner, including but not limited to, by:
 - i. maintaining inadequate network security and/or data encryption;
 - ii. following outdated and/or insufficient cybersecurity practices;
 - iii. failing to ensure adequate human-factor security controls;
 - iv. failing to store the Compromised Data in multiple locations on its network to prevent an unauthorized third party from accessing a significant volume of private and sensitive information in a short period of time;
 - v. failing to take reasonable, or any, measures to safeguard the Compromised Data from others who might be able, and who would want, to access this sensitive and personal information, despite knowing the risks of its conduct and the potential for misuse of that Compromised Data;
 - vi. failing to ensure that the Compromised Data was not kept longer than was necessary for the fulfillment of the purpose for which the data was collected; and/or
 - vii. failing to implement and/or maintain adequate security measures, policies, and/or procedures to identify and/or respond to the WestJet Data Breach in a timely manner, or at all;
- (c) failing to conduct a reasonable, or any, investigation into the cause and/or extent of the WestJet Data Breach once it knew or ought to have known of the third party intrusion into its systems;

- (d) failing to provide adequate notice in a timely manner that adequately addressed the risk of serious injury, or at all, to some or all Class Members that their Compromised Data had been, or may have been, accessed as a result of the WestJet Data Breach;
- (e) failing to take reasonable and timely steps to mitigate the impact of the WestJet Data Breach on the Plaintiff and Class Members once it knew or ought to have known of the third party intrusion into its systems;
- (f) actively concealing the fact and/or extent of the WestJet Data Breach from Class Members and the public; and
- (g) downplaying the seriousness and extent of the WestJet Data Breach in communications with Class Members and the public.

46. WestJet's conduct was reckless and was done without the consent of the Plaintiff and Class Members.

47. The release or potential release of the Compromised Data in the WestJet Data Breach has created an indefinite real risk of significant harm that the Plaintiff and Class Members will be subject to identity theft and/or fraud. In order to mitigate this risk, some class members have purchased, or in the future will purchase, life-long credit monitoring and insurance.

48. The credit monitoring provided by WestJet did not constitute adequate risk mitigation measures because, *inter alia*, the credit monitoring is temporary.

Harm to the Plaintiffs and Class Members

49. As a result of WestJet's negligence, the Plaintiff and Class Members have suffered loss and/or damage including but not limited to the costs of purchasing life-long credit monitoring and/or insurance.

50. As a result of WestJet's negligence and/or breach of the *BC Privacy Act*, the Plaintiff and Data Misuse Subclass Members have suffered loss and/or damage including

but not limited to financial losses resulting from identify theft, reputational damages, and/or fraud.

51. As a result of WestJet's breach of the *BC Privacy Act*, the Plaintiff and Class Members have suffered loss and/or damage including but not limited to:

- (a) psychological harm including but not limited to distress, embarrassment, humiliation, anguish, reduced trust, feelings of lost privacy, stress, anxiety and depression;
- (b) the costs of purchasing credit monitoring and/or insurance;
- (c) serious risk of identity theft or phishing scams;
- (d) costs of replacing passports or other identification documents; and/or
- (e) out-of-pocket expenses.

Part 2: RELIEF SOUGHT

52. The Plaintiff claims on their own behalf and on behalf of the Class Members:

- (a) an order certifying this action as a class proceeding and appointing them as representative plaintiffs under the *Class Proceedings Act*, RSBC 1996, c 50 (the "***Class Proceedings Act***");
- (b) general and special damages for negligence;
- (c) moral, general, and special damages under section 1(1) of the *BC Privacy Act*;
- (d) punitive and aggravated damages;
- (e) pre-judgment and post-judgment interest under the *Court Order Interest Act*, RSBC 1996, c 79 (the "***Court Order Interest Act***"); and/or
- (f) such further and other relief as this Honourable Court may deem just.\

Part 3: LEGAL BASIS

53. The Plaintiffs and Class Members plead and rely on the *Class Proceedings Act*, the *Court Order Interest Act*, the *Negligence Act*, RSBC 1996, c 318, the *BC Privacy Act* and related provincial statutes, the *PIPEDA*, the *PIPA*, *the Act respecting the protection of personal information in the private sector*, CQLR c P-39.1 and the Supreme Court Civil Rules, BC Reg 168/2009 and related enactments.

Negligence

54. At all material times, WestJet as custodian of the Compromised Data and contracted service provider of the Plaintiff and Class Members owed them a duty of care to, *inter alia*:

- (a) collect, retain, and store the Compromised Data in an adequate and reasonable manner;
- (b) implement and maintain adequate security measures, policies, and/or procedures to:
 - i. safeguard the Compromised Data in its custody; and
 - ii. identify and respond to breaches of its networks or infrastructure in a timely manner;
- (c) promptly and competently investigate any potential breaches of its networks or infrastructure; and
- (d) provide prompt and direct notice to the Plaintiff and Class Members upon discovering, or having reasonable grounds to believe, that their Compromised Data was, or may have been, accessed or stolen by an unauthorized third party.

55. WestJet breached the duty of care that it owed to the Plaintiff and Class Members by, *inter alia*:

- (a) collecting, retaining, and/or storing the Compromised Data in an inadequate and/or unreasonable manner, including but not limited to by:

- i. maintaining inadequate network security and/or data encryption;
 - ii. failing to have adequate cybersecurity practices and policies;
 - iii. following outdated and/or insufficient cybersecurity practices and policies;
 - iv. failing to store the Compromised Data in multiple locations on its network to prevent an unauthorized third party from accessing a significant volume of private and sensitive information in a short period of time;
 - v. failing to take reasonable, or any, measures to safeguard the Compromised Data from others who might be able, and who would want, to access this sensitive and personal information, despite knowing the risks of its conduct and the potential for misuse of that Compromised Data;
 - vi. failing to ensure that the Compromised Data was not kept longer than was necessary for the fulfillment of the purpose for which the data was collected; and/or
 - vii. failing to implement and/or maintain adequate security measures, policies, and/or procedures to identify and/or respond to the WestJet Data Breach in a timely manner, or at all;
- (b) failing to conduct a reasonable, or any, investigation into the cause and/or extent of the WestJet Data Breach once it knew or ought to have known of the third party intrusion into its systems;
- (c) failing to provide adequate notice in a timely manner that adequately addressed the risk of serious injury, or at all, to some or all Class Members that their Compromised Data had been, or may have been, accessed as a result of the WestJet Data Breach;
- (d) failing to take reasonable and timely steps to mitigate the impact of the WestJet Data Breach on the Plaintiff and Class Members when it knew or ought to have known of the third-party intrusion into its systems;

- (e) actively concealing the fact and/or extent of the WestJet Data Breach from Class Members and the public; and
- (f) downplaying the seriousness and extent of the WestJet Data Breach in communications with Class Members and the public.

56. WestJet therefore breached its duty to the Plaintiff and Class Members and was negligent.

57. As a result of WestJet's negligence, the Plaintiff and Class Members have suffered loss and/or damage including but not limited to the costs of purchasing life-long credit and/or identity theft monitoring and/or insurance.

58. As a result of WestJet's negligence, the Plaintiff and Data Misuse Subclass Members have suffered loss and/or damage including but not limited to financial losses resulting from identify theft, reputational damages, and/or fraud.

59. At all material times, WestJet was in a close and proximate relationship with its customers, the Plaintiff and Class Members. The loss and/or damages suffered by the Plaintiff and Class Members were the reasonably foreseeable consequences of WestJet's negligence.

Breaches of the BC Privacy Act

60. By the conduct set out herein, WestJet has breached section 1 of the *BC Privacy Act*.

61. By the conduct detailed herein, WestJet breached the reasonable expectations that the Plaintiff and Class Members had when they provided the Compromised Data to WestJet. WestJet's conduct constitutes a willful violation of the Plaintiff's and Class Members' privacy. WestJet violated the privacy of the Plaintiff and Class Members without a claim of right.

62. As a result of WestJet's breach of the *BC Privacy Act*, the Plaintiff and Class Members have suffered loss and/or damage including but not limited to:

- (a) damages arising from psychological harm including but not limited to distress, embarrassment, humiliation, anguish, reduced trust, feelings of lost privacy, stress, anxiety and depression; and/or
- (b) the costs of purchasing credit and/or identity theft monitoring and/or insurance.

63. As a result of WestJet's breach of the *BC Privacy Act*, the Plaintiff and Data Misuse Subclass Members have suffered loss and/or damage including but not limited to financial losses resulting from identify theft, reputational damages, and/or fraud.

Breaches of the PIPEDA and PIPA

64. As a private-sector organization that transfers personal information across provincial and national borders, WestJet is subject to the provisions of the *PIPEDA*. Section 5(1) of the PIPEDA provides that "[s]ubject to section 6 to 9, every organization shall comply with the obligations set out in Schedule 1." None of the exceptions in ss 6 to 9 are applicable here.

65. Schedule 1 to the PIPEDA consists of "Principles Set Out in the National Standard of Canada Entitled Model Code for the Protection of Personal Information, CAN/CSA-Q830-96". These principles provide *inter alia* that:

4.3 Principle 3 - Consent

The knowledge and consent of the individual are required for the collection, use, or disclosure of personal information, except where inappropriate.

[...]

4.5 Principle 5 – Limiting Use, Disclosure, and Retention

Personal information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Personal information shall be retained only as long as necessary for the fulfilment of those purposes.

[...]

4.5.3

Personal information that is no longer required to fulfil the identified purposes should be destroyed, erased, or made anonymous.

Organizations shall develop guidelines and implement procedures to govern the destruction of personal information.

[...]

4.7 Principle 7 – Safeguards

Personal information shall be protected by security safeguards appropriate to the sensitivity of the information.

4.7.1

The security safeguards shall protect personal information against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification. Organizations shall protect personal information regardless of the format in which it is held.

4.7.2

The nature of the safeguards will vary depending on the sensitivity of the information that has been collected, the amount, distribution, and format of the information, and the method of storage. More sensitive information should be safeguarded by a higher level of protection ...

4.7.3

The methods of protection should include

- (a) physical measures, for example, locked filing cabinets and restricted access to offices;
- (b) organizational measures, for example, security clearances and limiting access on a "need-to-know" basis; and
- (c) technological measures, for example, the use of passwords and encryption.

4.7.4

Organizations shall make their employees aware of the importance of maintaining the confidentiality of personal information

66. As a private-sector organization handling personal information while carrying on business in British Columbia, WestJet was subject to the provisions of the *PIPA*. In particular, the *PIPA* s. 34 provides:

"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."

67. The requirements of the *PIPEDA* and the *PIPA* were incorporated by reference into customers' contracts with WestJet as implied terms and under the WestJet Privacy Statement.

Breach of Provincial Privacy Laws

68. Section 1 of the *BC Privacy Act* provides:

1 (1) It is a tort, actionable without proof of damage, for a person, wilfully and without a claim of right, to violate the privacy of another.

(2) The nature and degree of privacy to which a person is entitled in a situation or in relation to a matter is that which is reasonable in the circumstances, giving due regard to the lawful interests of others.

(3) In determining whether the act or conduct of a person is a violation of another's privacy, regard must be given to the nature, incidence and occasion of the act or conduct and to any domestic or other relationship between the parties.

(4) Without limiting subsections (1) to (3), privacy may be violated by eavesdropping or surveillance, whether or not accomplished by trespass.

69. Section 2 of the *Privacy Act*, RSS 1978, c P-24 (the “***SK Privacy Act***”) similarly provides:

2 It is a tort, actionable without proof of damage, for a person wilfully and without claim of right, to violate the privacy of another person.

70. Section 2 of the *Privacy Act*, CCSM c P125 (the “***Manitoba Privacy Act***”) provides:

2(1) A person who substantially, unreasonably, and without claim of right, violates the privacy of another person, commits a tort against that other person. Action without proof of damage

2(2) An action for violation of privacy may be brought without proof of damage.

71. Section 3 of the *Privacy Act*, RSNL 1990, c P-22 (the “***NFLD Privacy Act***”) provides:

(1) It is a tort, actionable without proof of damage, for a person, wilfully and without a claim of right, to violate the privacy of an individual.

(2) The nature and degree of privacy to which an individual is entitled in a situation or in relation to a matter is that which is reasonable in the circumstances, regard being given to the lawful interests of others; and

in determining whether the act or conduct of a person constitutes a violation of the privacy of an individual, regard shall be given to the nature, incidence, and occasion of the act or conduct and to the relationship, whether domestic or other, between the parties.

72. WestJet is governed by the *BC Privacy Act*, *SK Privacy Act*, *Manitoba Privacy Act*, and *NFLD Privacy Act*.

73. WestJet failed to take appropriate steps to guard against unauthorized access to sensitive Compromised Data involving Class Members' private affairs or concerns. WestJet's actions constitute intentional, willful, and reckless violation of the Plaintiff's and the Class Members' privacy, for which WestJet is liable. WestJet's actions were highly offensive, causing distress and anguish to Class Members.

74. By the conduct detailed herein, WestJet breached the reasonable expectations that the Plaintiff and Class Members had when they provided the Compromised Data to WestJet. WestJet's conduct constitutes a willful violation of the Plaintiff's and Class Members' privacy. WestJet violated the privacy of the Plaintiff and Class Members without a claim of right.

75. As a result of WestJet's breach of the aforementioned privacy acts, the Plaintiff and Class Members have suffered loss and/or damage including but not limited to:

- (a) psychological harm including but not limited to distress, embarrassment, humiliation, anguish, reduced trust, feelings of lost privacy, stress, anxiety and depression; and/or
- (b) the costs of purchasing credit monitoring and/or insurance.

76. As a result of WestJet's breach of the aforementioned privacy acts, the Plaintiff and Data Misuse Subclass Members have suffered loss and/or damage including but not limited to financial losses resulting from identity theft, reputational damages, and/or fraud.

Breaches of the Quebec Privacy Act

77. The *Act respecting the protection of personal information in the private sector*, CQLR c P-39.1 (the “***Quebec Privacy Act***”), governs the collection, holding, use, communication, and destruction of personal information by any person carrying on an enterprise in Quebec. It requires enterprises to ensure the confidentiality and security of personal information.

78. Section 10 of the *Quebec Privacy Act* requires that any person carrying on an enterprise must take the security measures necessary to ensure the protection of the personal information collected, used, communicated, kept, or destroyed and that are reasonable given, in particular, their sensitivity, the purpose for which they are intended, the quantity, their distribution, their medium, and their accessibility.

79. Sections 3.5 to 3.8 of the *Quebec Privacy Act* mandate that in the event of a confidentiality incident (such as a data breach) involving personal information that presents a risk of serious injury, the enterprise must promptly notify the *Commission d'accès à l'information* du Québec and any person whose personal information is concerned, and keep a register of such incidents.

80. As an enterprise carrying on business in Quebec and subject to the *Quebec Privacy Act*, WestJet was required to comply with its obligations, including taking necessary security measures to protect personal information under section 10 and reporting confidentiality incidents under sections 3.5 to 3.8 if they present a risk of serious injury.

81. WestJet breached the *Quebec Privacy Act* by failing to implement reasonable security measures appropriate to the sensitivity of the Compromised Data, resulting in unauthorized access and the data breach.

82. WestJet further breached the *Quebec Privacy Act* by not promptly notifying the *Commission d'accès à l'information* du Québec and affected individuals in a timely manner that adequately addressed the risk of serious injury.

Breach of Contract

83. As set out above:

- (a) WestJet's conduct is in direct contravention of its own Privacy Statement;
- (b) WestJet breached its contractual obligations to the Class Members in its mishandling of the Compromised Data;
- (c) WestJet breached its contractual obligations to comply with provincial privacy legislation, the *PIPA* and the *PIPEDA*.

84. Further, or in the alternative, it was an express or in the alternative an implied term of each customer's agreement with WestJet that their Compromised Data would be safeguarded, that it would be retained only so long as necessary, and that only so much information as was actually required to process their orders would be collected and retained.

85. The Plaintiff and Class Members are entitled to claim damages, or alternatively, nominal damages.

Some of the Plaintiffs and Class Members' Damages Ought to be Aggregated

86. Some, or all, amounts payable to the Class on account of WestJet's common law, equitable, and/or statutory breaches should be calculated on an aggregate basis pursuant to section 29 of the *Class Proceedings Act* or otherwise.

Punitive and Aggravated Damages

87. WestJet's conduct was high-handed, outrageous, and reckless. In particular, WestJet:

- (a) failed to detect the WestJet Data Breach in a timely or adequate manner;
- (b) failed to conduct a reasonable, or any, investigation into the cause and/or extent of the WestJet Data Breach when it knew or ought to have known of the third party intrusion into its systems;

- (c) failed to provide adequate notice in a timely manner, or at all, to some or all Class Members that their Compromised Data had been, or may have been, accessed as a result of the WestJet Data Breach;
- (d) failed to take reasonable and timely steps to mitigate the impact of the WestJet Data Breach on the Plaintiff and Class Members when it knew or ought to have known of the third party intrusion into its systems;
- (e) actively concealed the fact and/or extent of the WestJet Data Breach from Class Members and the public;
- (f) downplayed the seriousness and extent of the WestJet Data Breach in communications with Class Members and the public; and
- (g) denying Class Members the knowledge of the scope and extent of the WestJet Data Breach as it related to each individual Class Member.

88. Given the reprehensible nature of this conduct, WestJet is liable to pay punitive damages to the Plaintiff and Class Members who were not adequately informed, or were not adequately informed in a timely manner, that their Compromised Data had been accessed and/or stolen in the WestJet Data Breach.

89. Additionally, WestJet's egregious conduct caused mental distress, humiliation, and or loss of dignity to class members, beyond ordinary annoyance or inconvenience, and, as such, WestJet is liable to pay aggravated damages to the Plaintiff and Class Members who were not adequately informed, or were not adequately informed in a timely manner, that their Compromised Data had been accessed and/or stolen in the WestJet Data Breach.

Plaintiff's address for service:

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1800 - 777 Dunsmuir Street
Vancouver, BC V7Y 1K4

Fax number for service: 604.682.5197

Email address for service: service@slatervecchio.com

Place of trial: Vancouver, BC

The address of the registry is:

800 Smithe Street
Vancouver, BC
V6Z 2E1

Date: ~~September 10, 2025~~

December 24, 2025



Signature of lawyer for plaintiffs

Anthony A. Vecchio, K.C.
Jaime M. Sarophim
Justin Giovannetti
L.W. Vivian Cheung

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:

This is a claim for damages arising from the breach of WestJet's network in or around June 13, 2025.

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:

Class Proceedings Act, RSBC 1996, c 34

Personal Information Protection Act, SBC 2003, c 63

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

Privacy Act, RSBC 1996 c. 373

Privacy Act, RSS 1978, c P-24

Privacy Act, CCSM c P125

Privacy Act, RSNL 1990, c P-22

Civil Code of Quebec, CQLR c CCQ-1991, arts. 35-36

Quebec Charter of Rights and Freedoms, CQLR c C-12, art. 5

Act respecting the protection of personal information in the private sector, CQLR c P-39.1

Negligence Act, RSBC 1996, c 318

Court Order Interest Act, RSBC 1996, c 79