

Amended pursuant to Rule 6-1(1)(a) on June 1, 2023
Original filed on February 27, 2023

No. 231365
Vancouver Registry

**SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY**

In the Supreme Court of British Columbia

Between
JUN 01 2023

Lasse Hvitved



Plaintiff

and

Home Depot of Canada Inc.

Defendant

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

AMENDED 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

- (c) 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

- (d) 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 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.

PART 1: STATEMENT OF FACTS

Definitions

1. The following definitions are used throughout this Notice of Civil Claim:

- (a) “*Competition Act*” means *Competition Act*, RSC 1985, c C-34;
- (b) “Consumer Protection Legislation” means:
 - (i) *Business Practices and Consumer Protection Act*, SBC 2004, c 2 (“BPCPA”);
 - (ii) *Consumer Protection Act*, RSA 2000, c C-26.3;

- (iii) *The Business Practices Act*, CCSM, c B120;
 - (iv) *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1;
 - (v) *Business Practices Act*, RSPEI 1988, c B-7; and
 - (vi) *The Consumer Protection and Business Practices Act*, SS 2013, c C-30.2;
- (c) “CPA” means the *Class Proceedings Act*, RSBC 1996, c 50;
 - (d) “Home Depot” means the defendant, Home Depot of Canada Inc.;
 - (e) “Meta” means Meta Platforms Inc.;
 - (f) “Personal Information” means information capable of being associated with a Class Member, and can include but is not limited to a Class Member’s name, email addresses, and details about their in-store purchases;
 - (g) “PIPA (AB)” means *Personal Information Protection Act*, SA 2003, c P-6.5;
 - (h) “PIPA (BC)” means *Personal Information Protection Act*, SBC 2003, c 63;
 - (i) “PIPEDA” means *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5;
 - (j) “Privacy Legislation” means:
 - (i) *Privacy Act*, RSBC 1996, c 373 (“*Privacy Act (BC)*”);
 - (ii) *The Privacy Act*, RSS 1978, c P-24 (“*Privacy Act (SK)*”);
 - (iii) *The Privacy Act*, CCSM c P125 (“*Privacy Act (MB)*”); and
 - (iv) *Privacy Act*, RSNL 1990, c P-22 (“*Privacy Act (NL)*”);

- (k) "Transaction" means a purchase by a Class Member during the Class Period at a Home Depot store where the Class Member requested an electronic receipt for the purchase;

The Plaintiff's Claim

2. This action concerns Canadians' quasi-constitutional right to privacy and right to be free from unreasonable interference into their private affairs. The defendant, Home Depot, blatantly violated those rights by collecting the Personal Information of Class Members and disclosing it to Meta, an unrelated third party. Home Depot materially and deceptively misrepresented its collection and use of Class Members' Personal Information, in violation of federal and provincial statutes. Home Depot made no attempt to obtain the consent of Class Members before giving their Personal Information to Meta.

The Plaintiff

3. The plaintiff, Lasse Hvitved, is a resident of British Columbia with an address for service at 400-856 Homer Street, Vancouver, British Columbia. He lived in British Columbia throughout the Class Period.
4. On July 11, 2021, the plaintiff purchased a shower head at a Home Depot store in Vancouver, BC. He opted to receive an electronic receipt and later received an email from Home Depot attaching an electronic receipt.
5. Home Depot never informed the plaintiff that his email address would be used for any purpose other than to provide him with an electronic receipt of his transaction.
6. Since at least 2018 to the present date, the plaintiff has had a Facebook account.

The Defendant

7. The defendant, Home Depot, is a company incorporated pursuant to the laws of Canada with a registered office at 400-1 Concorde Gate, Toronto, Ontario.

8. Home Depot is a large home improvement retailer, operating retail stores across Canada.

The Class and the Class Period

9. This action is brought on behalf of all members of a class consisting of the plaintiff and all residents of Canada, except Quebec, who, from January 1, 2018 to October 31, 2022 (the “Class Period”), made a purchase at a Home Depot store and provided their email address for the purpose of receiving an electronic receipt (the “Class” or “Class Members”).

Home Depot’s Collection, Retention, and Use of Personal Information

10. Since at least 2018, Home Depot collected customers’ Personal Information at store checkouts for the stated purpose of providing customers with an electronic copy of their receipt.
11. During this period, customers were offered the option of receiving their transaction receipt by email, rather than receiving a paper receipt. If customers provided their email address in order to receive an electronic receipt, they would receive an email moments later with a copy of their receipt. What customers did not know was that their email address and other information about their purchase was shared with Meta, the company behind the Facebook social network.
12. Home Depot shared the Personal Information with Meta in order to gauge the effectiveness of its online advertising using the “Offline Conversions” tool. Through Offline Conversions, Home Depot provided Meta with Class Members’ email addresses, dates and times of purchases, purchase amount, and the category of goods purchased, among other things.
13. Customer email addresses are the key piece of information that allows Meta to link transaction details received from Home Depot with user profiles. Once it has been established that a customer who made an in-store purchase at Home Depot has a Facebook account, Meta generates a report that is sent to Home Depot, allowing it to measure the effectiveness of its advertisements appearing on Facebook.

Offline Conversions measure in-store sales to determine if customers who view online ads later make purchases in person.

14. In addition to email addresses, Home Depot shared with Meta, among other things, the amount of the transaction and the category of goods purchased (such as “lumber”, “hardware” or “paint”). Meta’s contractual terms with Home Depot also allowed Meta to use the customer information for its own marketing purposes, including user profiling and targeted advertising, unrelated to Home Depot.
15. When customers were prompted to provide their email address at checkout in order to receive an electronic receipt, they were never informed that their Personal Information would be shared with Meta by Home Depot, or how this Personal Information would be used by either Meta or Home Depot. Home Depot did not ask customers for consent to use their Personal Information for any purpose other than to send them an electronic receipt.

Investigation by the Office of the Privacy Commissioner

16. After denying that it did so, Home Depot admitted that it shared the Personal Information with Meta in the course of an investigation by the Office of the Privacy Commissioner of Canada (“OPC”). This investigation was prompted by a complaint to the OPC by a Home Depot customer.
17. The OPC found that Home Depot had been sharing email addresses and purchase information with Meta without the knowledge or consent of customers.

PART 2: RELIEF SOUGHT

18. The plaintiff claims on his own behalf and on behalf of the proposed Class Members:
 - (a) an order pursuant to s. 4 of the *CPA* certifying this action as a class proceeding;
 - (b) an order pursuant to s. 2 of the *CPA* appointing the plaintiff as the representative plaintiff;

- (c) a declaration that the defendant made false, misleading, deceptive and unconscionable misrepresentations amounting to unfair and unconscionable practices in violation of Consumer Protection Legislation;
- (d) a declaration that the defendant acted in violation of *PIPEDA*, *PIPA (AB)*, and *PIPA (BC)*;
- (e) a declaration that the defendant acted in violation of the Privacy Legislation;
- (f) a declaration that the defendant is liable to the plaintiff and Class Members for the damages caused by its breach of common law and statutory duties;
- (g) general damages, including nominal damages, calculated on an aggregate basis or otherwise in an amount sufficient to compensate the plaintiff and the Class Members for the harm done to them as a result of the defendant's unlawful conduct, including breach of the Privacy Legislation, Consumer Protection Legislation, the *Competition Act*, invasion of privacy, intrusion upon seclusion, breach of contract, and unjust enrichment;
- (h) damages and costs of the investigation and prosecution of these proceedings pursuant to section 36(1) of the *Competition Act*;
- (i) damages pursuant to sections 171 and 172 of the *BPCPA* and the corresponding provisions of the Consumer Protection Legislation;
- (j) an accounting, disgorgement, and restitution for unjust enrichment, breach of contract, and breach of the Privacy Legislation;
- (k) punitive and exemplary damages in an amount to be determined at trial;
- (l) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*;
- (m) costs of all notices and of administering the plan of distribution of the judgment in this action, together with applicable taxes; and

(n) such further and other relief as this Honourable Court may deem just.

PART 3: LEGAL BASIS

19. The Plaintiff pleads and relies upon:

- (a) *CPA*;
- (b) Privacy Legislation;
- (c) *PIPEDA*;
- (d) *PIPA AB*;
- (e) *PIPA BC*;
- (f) *Competition Act*;
- (g) Consumer Protection Legislation;
- (h) *Court Order Interest Act*, RSBC 1996, c 79;
- (i) *Limitation Act*, SBC 2023, c 13;
- (j) *Court Jurisdiction and Proceedings Transfer Act*, RSBC 2003, c 28; and
- (k) *Supreme Court Civil Rules*.

Causes of Action

Invasion of Privacy

20. As outlined below, Home Depot's actions constitute a violation of provincial statutes that create torts, actionable without proof of damage, for violations of privacy.

British Columbia

21. Section 1 of the *Privacy Act (BC)*, creates a statutory tort:

(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.

22. With respect to Class Members who are domiciled or resident in British Columbia, Home Depot committed the statutory tort in section 1(1) of the *Privacy Act (BC)*. Home Depot committed this tort when it collected, retained, and used Class Members' Personal Information wilfully and without a claim of right.
23. The conduct of Home Depot in collecting customers' Personal Information and disclosing that information to a third party, all without the knowledge or consent of customers and contrary to its stated reasons for obtaining this information, constitutes a breach of the identified provisions of the *Privacy Act (BC)*. As a result of these breaches, Class Members in British Columbia are entitled to statutory damages.

Saskatchewan

24. Section 2 of the *Privacy Act (SK)* creates a statutory tort in the following terms:

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.

25. With respect to Class Members who are domiciled or resident in Saskatchewan, Home Depot committed the statutory tort in s. 2 of the *Privacy Act (SK)*. Home Depot committed this tort when it collected, retained, and used Class Members' Personal Information wilfully and without a claim of right.

26. Further, Home Depot's committed this tort when it provided Class Members' Personal Information to Meta for the purpose of advertising or promoting the sale of, or other trading in, property or services.
27. The conduct of Home Depot in collecting customers' Personal Information and disclosing that information to a third party, all without the knowledge or consent of customers and contrary to its stated reasons for obtaining this information, constitutes a breach of the identified provisions of the *Privacy Act (SK)*. As a result of these breaches, Class Members in Saskatchewan are entitled to statutory damages.

Manitoba

28. Section 2 of the *Privacy Act (MB)* creates a statutory tort in the following terms:
 - (1) A person who substantially, unreasonably, and without claim of right, violates the privacy of another person, commits a tort against that other person
 - (2) An action for violation of privacy may be brought without proof of damage
29. With respect to Class Members who are domiciled or resident in Manitoba, Home Depot committed the statutory tort in s. 2 of the *Privacy Act (MB)*. Home Depot committed this tort when it collected, retained, and used Class Members' Personal Information substantially, unreasonably, wilfully and without a claim of right.
30. Further, Home Depot's committed this tort when it provided Class Members' Personal Information to Meta for the purpose of advertising or promoting the sale of, or other trading in, property or services.
31. The conduct of Home Depot in collecting customers' Personal Information and disclosing that information to a third party, all without the knowledge or consent of customers and contrary to its stated reasons for obtaining this information, constitutes a breach of the identified provisions of the *Privacy Act (MB)*. As a result of these breaches, Class Members in Manitoba are entitled to statutory damages.

Newfoundland and Labrador

32. Section 3 of the *Privacy Act (NL)* creates a statutory tort in the following terms:

(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

33. With respect to Class Members who are domiciled or resident in Newfoundland and Labrador, Home Depot committed the statutory tort in s. 3 of the *Privacy Act (NL)*. Home Depot committed this tort when it collected, retained, used, and disclosed Class Members' Personal Information wilfully and without a claim of right.

34. Further, Home Depot committed this tort when it provided Class Members' Personal Information to Meta for the purpose of advertising or promoting the sale of, or other trading in, property or services.

35. The conduct of Home Depot in collecting customers' Personal Information and disclosing that information to a third party, all without the knowledge or consent of customers and contrary to its stated reasons for obtaining this information, constitutes a breach of the identified provisions of the *Privacy Act (NL)*. As a result of these breaches, Class Members in Newfoundland and Labrador are entitled to statutory damages.

Intrusion Upon Seclusion

36. Through its unauthorized collection, retention, and use of the Personal Information, Home Depot committed the tort of intrusion upon seclusion against Class Members.

37. Home Depot intentionally intruded upon the plaintiff's and Class Members' privacy when it collected the Personal Information and shared it without consent. This unauthorized sharing of the Personal Information was highly offensive.

38. Home Depot's intentional intrusion upon the plaintiff's and Class Members' privacy caused the plaintiff and Class Members distress and anguish.

Standard for Invasion of Privacy and Intrusion on Seclusion

39. The Personal Information collected by Home Depot constitutes personal information pursuant to *PIPA BC*, *PIPA AB*, and *PIPEDA*, which inform the standard of care Home Depot is obligated to meet in its collection, retention, and use of Class Members' Personal Information.
40. Under *PIPEDA*, *PIPA BC*, and *PIPA AB*, Home Depot has a duty to collect and use the Class Members' Personal Information for specified purposes only. Class Members' Personal Information should only be retained as long as required to serve those specified purposes.
41. Home Depot's failure to properly disclose the specified purposes for which it intends to and did collect, retain and use the Class Members' Personal Information constitutes a breach of *PIPEDA*, including breaches of the valid consent provisions in sections 6.1 and the Fair Information Principles incorporated under section 5(1), Invasion of Privacy, and breaches of *PIPA BC* and *PIPA AB*.

Breach of the Competition Act

42. Section 52 of the *Competition Act* prohibits knowingly or recklessly making misleading representations to promote a business interest.
43. Home Depot knowingly and intentionally structured the disclosure of the collection, retention or use of the Class Members' Personal Information in a manner that is objectively and uniformly false and misleading in material respects in order to capitalize on the use of the plaintiff's and Class Members' Personal Information.
44. Home Depot misrepresented to Class Members why it was collecting their Personal Information.
45. It is not necessary to prove that a person was deceived or misled to establish a breach of section 52 of the *Competition Act*.

46. In addition to all other remedies available at law, the Plaintiff is entitled to damages and costs of investigation and prosecution pursuant to section 36 of the *Competition Act*.

Breach of Consumer Protection Laws

British Columbia

47. With respect to members of the Consumer Class domiciled or resident in British Columbia, Home Depot committed unfair practices as provided in Part 2 of the *BPCPA*.
48. Home Depot offers “goods” in the context of a “consumer transaction” wherein Home Depot is the “supplier” for the purposes of section 1 of the *BPCPA*.
49. Home Depot committed unfair practices by misrepresenting the stated purpose for collecting Class Members’ Personal Information in a manner that has the capability, tendency or effect of deceiving or misleading a consumer, contrary to sections 4 and 5 of the *BPCPA*, either expressly or on analogous grounds.
50. Home Depot knows, or ought to know, that Class Members were not reasonably able to protect their interests to prevent the unlawful collection, retention or use of their Personal Information. Home Depot committed unconscionable practices, contrary to sections 8 and 9 of the *BPCPA*.
51. By virtue of section 171 of the *BPCPA*, Class Members in British Columbia are entitled to damages, including exemplary and punitive damages for the egregious nature of Home Depot’s breaches.

Alberta

52. With respect to Class Members domiciled or resident in Alberta, Home Depot committed unfair practices as provided in Part 2 of the *Consumer Protection Act*, RSA 2000, c C-26.3 (the “*ACPA*”).

53. Home Depot offers “goods” in the context of a “consumer transaction” wherein Home Depot is the “supplier” for the purposes of section 1 of the *ACPA*.
54. Home Depot committed unfair practices by misrepresenting the stated purpose for collecting Class Members’ Personal Information in a manner that that might reasonably deceive or mislead a consumer, contrary to section 6 of the *ACPA*, either expressly or on analogous grounds.
55. By virtue of sections 7.2, 13 and 17 of the *ACPA*, Class Members in Alberta are entitled to damages, including entitled to exemplary and punitive damages for the egregious nature of Home Depot’s breaches.

Saskatchewan

56. With respect to Class Members domiciled or resident in Saskatchewan, Home Depot committed unfair practices as provided in Part 2 of *The Consumer Protection and Business Practices Act*, SS 2013, c C-30.2, as amended (the “*SCPBPA*”).
57. Home Depot offers “goods” in the context of a transaction wherein Home Depot is the “supplier” for the purposes of section 2 of the *SCPBPA*.
58. Home Depot committed unfair practices by misrepresenting the stated purpose for collecting Class Members’ Personal Information in a manner that that might reasonably deceive or mislead a consumer, contrary to sections 6, 7 and 8 of the *SCPBPA*, either expressly or on analogous grounds.
59. By virtue of section 93 of the *SCPBPA*, Class Members in Saskatchewan are entitled to damages, including entitled to exemplary and punitive damages for the egregious nature of Home Depot’s breaches.

Manitoba

60. With respect to Class Members domiciled or resident in Manitoba, Home Depot committed unfair practices as provided in Part I of *The Business Practices Act*, CCSM c B120 (the “*MBPA*”).
61. Home Depot offers “goods” in the context of a “consumer transaction” wherein Home Depot is the “supplier” for the purposes of section 1 of the *MBPA*.
62. Home Depot committed unfair practices by misrepresenting the stated purpose for collecting Class Members’ Personal Information in a manner that that might reasonably deceive or mislead a consumer, contrary to sections 2, 3 and 5 of the *MBPA*, either expressly or on analogous grounds.
63. By virtue of section 23 of the *MBPA*, Class Members in Manitoba are entitled to damages, including entitled to exemplary and punitive damages for the egregious nature of Home Depot’s breaches.

Newfoundland and Labrador

64. With respect to Class Members domiciled or resident in the Province of Newfoundland and Labrador, Home Depot committed unfair practices as provided in Part III of *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1 (the “*NCPBPA*”).
65. Home Depot offers “goods” in the context of a “consumer transaction” wherein Home Depot is the “supplier”, for the purposes of section 2 of the *NCPBPA*.
66. Home Depot committed unfair practices by misrepresenting the stated purpose for collecting Class Members’ Personal Information in a manner that that might reasonably deceive or mislead a consumer, contrary to sections 7 and 9 of the *NCPBPA*, either expressly or on analogous grounds.
67. Home Depot knows, or ought to know, that Class Members were not reasonably able to protect their interests to prevent the unlawful collection, retention or use of

their Personal Information. Home Depot committed unconscionable practices, contrary to sections 8 and 9 of the *NCPBPA*.

68. By virtue of section 10 of the *NCPBPA*, Class Members in Newfoundland and Labrador are entitled to damages, including exemplary and punitive damages for the egregious nature of Home Depot's breaches.

Prince Edward Island

69. With respect to Class Members domiciled or resident on Prince Edward Island, Home Depot committed unfair and unconscionable practices as provided in section 2 of the *Business Practices Act*, RSPEI 1988, c B-7 (the "*PEIBPA*").
70. Home Depot offers "goods" in the context of a "consumer representation" for the purposes of section 2 of the *PEIBPA*.
71. Home Depot committed unfair practices by misrepresenting the stated purpose for collecting Class Members' Personal Information in a manner which is false, misleading or deceptive, contrary to sections 2 and 3 of the *PEIBPA*, either expressly or on analogous grounds.
72. Home Depot knows, or ought to know, that Class Members were not reasonably able to protect their interests to prevent the unlawful collection, retention or use of their Personal Information. Home Depot committed unconscionable practices, contrary to sections 2 and 3 of the *PEIBPA*.
73. By virtue of section 4 of the *PEIBPA*, Class Members in Prince Edward Island are entitled to damages, including entitled to exemplary and punitive damages for the egregious nature of Home Depot's breaches.

Unjust Enrichment

74. Home Depot was unjustly enriched by the economic value it obtained from providing Class Members' Personal Information to Meta.

75. Class Members were correspondingly deprived of the economic value attributed to their Personal Information by Home Depot, and of the opportunity to sell their Personal Information to Home Depot or Meta.
76. There is no juristic reason why Home Depot's enrichment should be permitted, including at equity, under contract or pursuant to any statutory obligations.
77. Class Members are entitled to restitution in the amount of the economic value Home Depot obtained from providing Class Members' Personal Information to Meta.

Breach of Contract

78. The plaintiff and each Class Member entered into a contract with Home Depot when they made purchases. In exchange for the purchase price, the plaintiff and Class Members received goods from Home Depot (the "Contracts").
79. It was an express term of the Contracts that Home Depot would use Class Members' email addresses only to provide an electronic receipt.
80. It was an express or implied term of the Contracts that Home Depot would be responsible for all of the Class Members' Personal Information under its control/possession and would establish, maintain, and enforce appropriate measures, programs, and/or policies to ensure that Class Members' Personal Information would not be disclosed to third parties without consent.
81. Home Depot breached the Contracts when it provided the Personal Information to Meta.

Fraudulent Concealment and Discoverability

- ~~78-82.~~ Home Depot intentionally and fraudulently concealed the existence of their unlawful conduct from the public, including the Class Members, through the misrepresentations and omissions alleged herein. Home Depot made these

misrepresentations and omissions to the plaintiff, Class Members, and the general public in a manner that is misleading to a reasonable person.

~~79-83.~~ The plaintiff and Class Members did not discover, and could not discover through the exercise of reasonable diligence, the existence of the within claims until recently because the Home Depot actively, intentionally and purposively made misrepresentations and omissions regarding the collection, retention, and use of Class Members' Personal Information.

~~80-84.~~ Any applicable statute of limitation has been tolled by Home Depot's knowledge, concealment and denial of the alleged facts, which prevented the plaintiff and the Class Members from discovering their causes of action.

Remedies

Damages

~~81-85.~~ As a result of Home Depot's acts and omissions, as particularized above, the plaintiff and the Class Members have suffered losses and damages.

~~82-86.~~ The Class Members are owed damages to compensate for the violation of their rights to privacy.

~~87.~~ Further, as Home Depot's practices did not comply with the requirements of the Privacy Legislation, the plaintiff pleads and relies on the remedies provided for in the Privacy Legislation, which entitles the Class Members in their respective provinces to damages occasioned on them by Home Depot.

Disgorgement Damages

~~83-88.~~ In the alternative, the plaintiff and Class members are owed disgorgement damages in the amount of Home Depot's financial gains associated with providing the Personal Information to Meta.

Punitive and Exemplary Damages

84-89. By virtue of Home Depot's high-handed conduct and its disregard for the quasi-constitutional privacy rights of Class Members, the plaintiff asks this Court to award punitive damages against Home Depot in an amount deemed appropriate by this Court at trial.

85-90. Home Depot's actions were high-handed, arrogant, and display a reckless disregard for the Class Members' privacy rights.

86-91. The Plaintiff relies on the respective sections of the Consumer Protection Legislation, the Privacy Legislation, and equity which entitles the Court to order exemplary or punitive damages or other relief the court considers proper.

Waiver of Notice

87-92. The Class Members are entitled, to the extent necessary, to a waiver of any notice requirements under the Consumer Protection Legislation, particularly as the defendant concealed the actual state of affairs from the Class Members.

Jurisdiction

88-93. This action has a real and substantial connection with British Columbia because, among other things:

- (a) A substantial proportion of the proposed Class Members reside in British Columbia;
- (b) Many of the transactions occurred in British Columbia;
- (c) The alleged misrepresentations were disseminated in British Columbia; and/or
- (d) A substantial portion of the damages sustained by the Class Members were sustained by entities resident and domiciled in British Columbia.

Plaintiff's address for service:

CAMP FIORANTE MATTHEWS MOGERMAN LLP

#400 – 856 Homer Street
Vancouver, BC V6B 2W5

Tel: (604) 689-7555

Fax: (604) 689-7554

Email: service@cfmlawyers.ca

Place of trial: Vancouver Law Courts

Address of the registry: 800 Smithe Street, Vancouver, BC V6Z 2E1

Date: 01/Jun/2023 27/Feb/2023



Signature of lawyer
for plaintiff

Jamie Thornback

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE
OUTSIDE BRITISH COLUMBIA**

The party(ies), name(s) of party(ies), claim(s) the right to serve this pleading/petition on the party(ies), name(s) of party(ies), outside British Columbia on the ground that state the circumstances, enumerated in section 10 of the Court Jurisdiction and Proceedings Transfer Act, on which the plaintiff/petitioner relies

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

CONCISE SUMMARY OF NATURE OF CLAIM:

This action is a proposed class proceeding against Home Depot Canada Inc. regarding its systemic violation of customers' privacy through

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

THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

[If an enactment is being relied on, specify. Do not list more than 3 enactments.]

1. *Business Practices and Consumer Protection Act, SBC 2004, c 2*
2. *Class Proceedings Act, RSBC 1996, c 50*
3. *Privacy Act, RSBC 1996, c 373*