



Court File No. **VLC-S-S-262540**

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:



PLAINTIFF

AND:

META PLATFORMS, INC.,
FACEBOOK CANADA LTD.,
WHATSAPP LLC,
ACCENTURE PLC and
ACCENTURE INC.

DEFENDANTS

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

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(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 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.

CLAIM OF THE PLAINTIFF(S)

Part 1: STATEMENT OF FACTS

A. Overview

1. This within proposed right to privacy multi-jurisdictional class proceeding arises from the Defendants', META PLATFORMS, INC. ("**Meta**"), WHATSAPP LLC ("**WhatsApp**"), and FACEBOOK CANADA LTD. ("**Facebook**"), unlawful access, storage, reading, and/or viewing of the Plaintiff's and putative class members' (collectively, the "**users**," unless otherwise specified) private and encrypted communications transmitted through the WhatsApp Messenger platform ("**WhatsApp Messenger**"), including by their respective employees, and by permitting third parties, namely the Defendants, ACCENTURE PLC and ACCENTURE INC., (collectively, "**Accenture**") to access, store, read and/or view such communications, all without the users' knowledge and/or consent and contrary to WhatsApp's express and/or implied representations that such communications are private and end-to-end encrypted.

2. In light of WhatsApp's express and/or implied representations regarding privacy, users reasonably believed that their communications on WhatsApp Messenger were secure and would not be accessed, stored, read, and/or viewed by Meta, Facebook, their employees, or any third parties, including Accenture, other than intended recipients.

3. Notwithstanding users' reasonable expectations of privacy, Meta, WhatsApp, and/or Facebook, without the users' knowledge and/or consent, accessed, stored, read, and/or viewed users' private communications transmitted through WhatsApp Messenger and permitted

Accenture and other third parties to do the same, all of which was done for financial or commercial purposes.

4. Unbeknownst to users, Meta, WhatsApp, and/or Facebook, its employees, and third-party contractors, including Accenture, had broad access to the substance of such private communications, including, *inter alia*, the ability to review historical message content, notwithstanding representations that such content was encrypted and inaccessible. Meta, WhatsApp, and/or Facebook knew, or ought to have known, that these practices were inconsistent with WhatsApp's privacy representations, and failed to disclose them to users.

5. Meta, WhatsApp, and/or Facebook's unlawful access, storage, reading, and/or viewing of users' private communications on WhatsApp Messenger, and sharing of such communications with Accenture, without their knowledge and/or consent, contravene applicable federal and provincial privacy statutes.

6. As a result of the Defendants' unlawful and/or deceptive conduct, users have suffered harm, loss, and/or damages.

B. The Parties

i. The Representative Plaintiff

7. The Plaintiff [REDACTED] has an address for service c/o 210-4603 Kingsway, Burnaby, British Columbia, Canada, V5H 4M4.

8. In or about 2023, the Plaintiff downloaded the WhatsApp Messenger mobile application and created an account contemporaneously.

9. The Plaintiff regularly uses the WhatsApp Messenger platform to send and receive private messages, which he reasonably believed were private, encrypted and unable to be viewed by anyone other than the intended recipients.

ii. The Defendants

10. Meta is a company duly incorporated pursuant to the laws of the State of Delaware, one of the United States of America, and has a registered agent, Corporation Service Company,

located at 251 Little Falls Drive, Wilmington, Delaware, United States of America, 19808.

11. Facebook is a company duly incorporated pursuant to the laws of Canada, extraprovincially registered in British Columbia, under number A0081704, and has an attorney for service, Osler, Hoskin & Harcourt LLP, located at 3000-1055 Dunsmuir Street, Vancouver, British Columbia, Canada, V7X 1K8.

12. WhatsApp is a company duly incorporated pursuant to the laws of the State of Delaware, one of the United States of America, and has a registered agent, Corporation Service Company, located at 251 Little Falls Drive, Wilmington, Delaware, United States of America, 19808.

13. The Defendant, Accenture plc, is a multinational technology consulting company headquartered in Dublin, Ireland, with its principal executive offices located at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland.

14. The Defendant, Accenture Inc., is a company duly incorporated pursuant to the laws of the Province of Ontario, extraprovincially registered in British Columbia, under number A0056351, and has an attorney for service, Osler, Hoskin & Harcourt LLP, located at 3000-1055 Dunsmuir Street, Vancouver, British Columbia, Canada, V7X 1K8.

15. Meta is an American multinational technology company, which owns and/or operates social media platforms, communication and advertising network services, including, *inter alia*, Facebook, Messenger, Instagram, and WhatsApp Messenger.

16. At all material times to the cause of action herein, Facebook was, and remains a, Canadian subsidiary, affiliate, and/or operating entity of Meta, and was, and continues to be, inextricably involved in Meta's business operations in Canada, including within the Province of British Columbia, and those relating to WhatsApp.

17. At all material times to the cause of action herein, WhatsApp owned, operated, developed, advertised, promoted, and/or facilitated the use of WhatsApp Messenger, which is a free, globally popular instant messaging service that uses an internet connection to send messages, photos, videos, and make voice/video calls via end-to-end encryption. It works on smartphones

and computers, requiring only a phone number to sign up, bypassing traditional messaging fees.

18. In or about February 2014, Meta acquired WhatsApp. Following the acquisition, Meta assumed ownership, direction, and/or control over WhatsApp's business, including, *inter alia*, its development, operation, commercialization, and the formulation and implementation of its privacy policies and data practices.

19. At all material times to the cause of action herein, Meta was, and remains, the parent company of WhatsApp, and was, and continues to be, inextricably involved in the ownership, control, direction, and/or oversight of WhatsApp's business operations, including, *inter alia*, those concerning the handling, access, storage and use of users' private communications on WhatsApp Messenger.

20. At all material times to the cause of action herein, Meta, WhatsApp, and/or Facebook shared a common purpose of designing, developing, operating, marketing, and/or distributing WhatsApp Messenger, and their business and interests are inextricably interwoven, such that each is the agent of the other.

21. At all material times to the cause of action herein, Accenture provided services to Meta, WhatsApp, and/or Facebook including, *inter alia*, content moderation and/or review services, pursuant to which their employees and/or contractors accessed, reviewed, and/or otherwise interacted with users' WhatsApp Messenger communications.

22. Hereinafter, Meta and Facebook are collectively referred to as "**Meta**", unless referred to individually or otherwise.

23. Hereinafter, Meta, WhatsApp, and Accenture, are collectively referred to as the "**Defendants**", unless referred to individually or otherwise.

C. The Class

24. The action is brought by the Plaintiff on his own behalf and all other persons and legal entities resident in Canada who, between April 5, 2016 and up to the date of certification of this proceeding, sent or received communications via the WhatsApp messaging platform, or such other class definition or class period as the Court may ultimately decide on the application for

certification (the “**Class**” or “**Class Members**”, unless otherwise specified).

25. Excluded from the Class are: (i) any judge presiding over this action and any members of their families; (ii) Defendants, their parent companies, subsidiaries, predecessors, successors and assigns, including any entity in which any of them have a controlling interest and its officers, directors, employees, affiliates or legal representatives; (iii) persons who properly execute and file a timely request for exclusion from the Class; (iv) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (v) class counsel and Defendants’ counsel; and (vi) the legal representatives, successors, and assigns of any such excluded persons.

D. Factual Allegations

i. Users send communications on WhatsApp Messenger

26. As averred to herein, WhatsApp operates WhatsApp Messenger, a mobile and desktop application on which users can send messages.

27. Users download WhatsApp Messenger from the Google Play Store, Apple App Store, or Microsoft Store to their mobile devices, or onto their computer desktop, and can create an account by accepting the WhatsApp’s Terms of Service and Privacy Policy and by providing a cell phone number and a profile name.

28. Once a user has created his or her profile, he or she is able to send written messages to other individuals on their mobile device as well as voice messages. Users may also make voice and/or video calls using the application.

29. Users may also transmit photographs and documents via messages on WhatsApp Messenger.

ii. WhatsApp’s Terms of Service promise users that their communications are private and end-to-end encrypted

30. In order to create a user profile and use WhatsApp Messenger, users are required to agree to WhatsApp’s Terms of Service and incorporated Privacy Policy.

31. By accepting WhatsApp’s Terms of Service and Privacy Policy, users enter into an express and/or implied contract with WhatsApp governing the parties’ respective rights,

responsibilities, and obligations, including, *inter alia*, with respect to users' private communications on WhatsApp Messenger.

32. In exchange, users confer a valuable benefit on WhatsApp, including by agreeing to use WhatsApp Messenger and permitting the collection of metadata, usage and log information, and device and connection information, including IP addresses. WhatsApp, in turn, agrees to comply with the promises set out in its Terms of Service and Privacy Policy.

33. The Terms of Service and Privacy Policy are made available to users upon downloading WhatsApp Messenger and are accessible on WhatsApp's website.

34. WhatsApp's Terms of Service begin with a section entitled "Privacy and Security Principles," in which it represents that WhatsApp Messenger has been built with strong privacy and security principles in mind.

35. WhatsApp's Privacy Policy represents that it does not retain users' private communications in the ordinary course of providing its services, and that such communications are stored on users' devices rather than on WhatsApp's servers and are deleted from servers once delivered.

36. The Privacy Policy further represents that WhatsApp offers end-to-end encryption, such that users' private communications are encrypted to protect against access or reading by WhatsApp, Meta, or third parties.

37. At no material time did WhatsApp and/or Meta disclose to users that WhatsApp, Meta, their employees, and/or third-party contractors, including Accenture, could access, store, read, review, or otherwise obtain the content of users' private communications transmitted through WhatsApp Messenger.

38. Notwithstanding the foregoing representations, and contrary to WhatsApp's express and/or implied assurances of privacy, Meta and WhatsApp, have, in fact, accessed, stored, read, viewed and/or disclosed the contents of users' private communications on WhatsApp Messenger, including to Meta, their employees, Accenture contractors, and/or other third parties.

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iii. Meta markets WhatsApp Messenger as a secure platform where users may send private messages

39. Since its inception in 2009, WhatsApp has marketed and represented WhatsApp Messenger as a secure platform through which users can send entirely private communications, free from third-party access and data exploitation. Following its acquisition of WhatsApp in 2014, Meta adopted and continued these representations.

40. At all material times to the cause of action herein, Meta and WhatsApp have consistently marketed WhatsApp Messenger as a private and secure messaging platform and have repeatedly assured users that no one, including Meta and WhatsApp themselves, can access or read users' private communications sent on the platform.

41. At all material times to the cause of action herein, WhatsApp prominently represented on its website and related materials that communications on WhatsApp Messenger are private and secure, including, *inter alia*, by emphasizing the implementation and use of end-to-end encryption as a safeguard against access by WhatsApp, Meta, or third parties.

42. These representations were made in multiple prominent locations, including, *inter alia*, WhatsApp's Privacy Policy, Frequently Asked Questions, Safety and Security materials, Help Centre, and dedicated pages explaining end-to-end encryption.

43. In addition, whenever a user initiates a new chat on WhatsApp Messenger, the platform displays a notice stating that messages are protected by end-to-end encryption and that only the intended recipients can read or listen to such communications.

44. WhatsApp further represents that end-to-end encryption applies to, *inter alia*, text and voice messages, audio and video calls, photos, videos, documents, location sharing, and status updates.

iv. Unbeknownst to users, the Defendants had access to users' communications

45. End-to-end encryption is a means of securing digital communications whereby data is encrypted on a sender's device and is only decrypted once it reaches the recipient's device. The use of this method of transmission, in theory, means that while a sender's encrypted communication may pass through a service provider's servers on way to the intended recipient,

the communication is unreadable to everyone but the intended recipient because only the sender and recipient have the necessary “key” to unlock the communication on their respective devices.

46. After Meta acquired WhatsApp in 2014, WhatsApp partnered with Open Whisper Systems, which was dissolved and rolled into Signal Technology Foundation (“**Signal**”), to integrate the Signal Protocol, which is an end-to-end encryption cryptographic protocol, into WhatsApp Messenger. The integration of the Signal Protocol onto WhatsApp Messenger was completed by April 5, 2016.

47. By representing that the Signal Protocol has been integrated into WhatsApp Messenger, WhatsApp represented that the contents of users’ private communications (although not other metadata associated with communications sent on WhatsApp Messenger, such as information about who sent the communication, when the communication was sent, and where the communication was sent from) are undiscoverable by non-recipients of such communications.

48. Contrary to these representations, the Defendants, including their employees and third-party contractors, had access to the contents of users’ private communications transmitted through WhatsApp.

49. Signal offers its own messaging platform and uses open-source code, which means it makes its source code available to the public for inspection. This promotes transparency and allows security checks by any member of the public, including security analysts and researchers, who may review the source code and confirm that there is no backdoor to its end-to-end encryption.

50. Rather than following this transparent approach, Meta and/or WhatsApp hides its encryption source code in a black box. WhatsApp Messenger’s closed source code is not available to the public, so independent third parties are unable to confirm that the platform functions without a backdoor in the end-to-end encryption, which would permit non-recipients to access users’ private communications. Researchers who have attempted to reverse engineer WhatsApp’s source code with the limited information that is publicly available have been unable to confirm there is no backdoor in the end-to-end encryption but have identified that WhatsApp’s code deviates from Signal’s source code.

51. In particular, certain Meta and/or WhatsApp employees and approved third-party

contractors were able to access and review users' communications through internal tools and systems, including dashboard interfaces through which message content could be viewed.

52. This access extended to communications that had been flagged for review, including for fraud, policy enforcement, or other internal purposes, and permitted employees and contractors to review the substance of users' communications.

53. At all material times to the cause of action herein, Accenture personnel were engaged by Meta and/or WhatsApp to perform content review and related services, which involved accessing and reviewing users' private communications through internal systems.

54. Accenture personnel were assigned to investigate suspected fraud and related activity on Meta platforms, specifically Facebook Marketplace, an online marketplace, owned and operated by Meta. In the course of such work, Accenture contractors were provided access to user communications, including, *inter alia*, messages transmitted through WhatsApp Messenger, via internal systems and platforms maintained by Meta. Where communications were flagged for review, multiple messages, along with associated user identifiers and profile information, were made available to such personnel for review through internal interfaces.

55. Further, Accenture personnel and management regularly communicated with Meta and/or WhatsApp personnel regarding the results of such reviews, including through periodic reporting and meetings concerning user communications accessed and analyzed in the course of these investigations.

56. Such access was not disclosed to users and was inconsistent with WhatsApp's representations that communications on WhatsApp Messenger were private and inaccessible to any party other than intended recipients.

57. Recent investigative reporting and whistleblower accounts have confirmed that Meta employees and third-party contractors, including those employed by Accenture, had broad access to the substance of users' private communications, including the ability to review historical messages.

58. According to whistleblower accounts reported to United States government investigators, employees of Meta and WhatsApp and third-party contractors employed by Accenture are able to

access the contents of users' messages, contrary to the privacy representations made by the company.

59. These reports further indicate that such access was more extensive than disclosed by Meta and WhatsApp and directly contradicts WhatsApp's representations regarding end-to-end encryption and users' privacy.

60. As a result, users' private communications were accessible to the Defendants and their agents in a manner that was inconsistent with, and contrary to, WhatsApp's express and/or implied representations that WhatsApp Messenger is a secure platform where users may send private messages.

v. Users did not consent to sharing of their private communications without consent

61. At no material time to the cause of action herein, did the Defendants obtain users' consent to the access, storage, reading, and/or viewing of the contents of private communications transmitted through WhatsApp Messenger by Meta, WhatsApp, their employees, and/or sharing of such communications with contractors and/or third parties, including Accenture.

62. On the contrary, WhatsApp's Privacy Policy represents that it does not retain users' private communications in the ordinary course of providing its services, and that such messages are stored on users' devices rather than on WhatsApp's servers.

63. The Privacy Policy further represents that once messages are delivered, they are deleted from WhatsApp's servers.

64. At no material time to the cause of action herein, did WhatsApp disclose that it, Meta, and their employees, contractors, including Accenture, and/or other third parties could access, store, read, view or otherwise obtain the contents of users' private communications. Instead, WhatsApp discloses only narrow and limited exceptions, such as where a user reports a message or conversation.

65. Similarly, WhatsApp states that where a user communicates with a business, the business may provide third-party service providers access to such communications to process them on the business's behalf. This limited disclosure does not inform users that WhatsApp, Meta, their employees, or third-party contractors, including Accenture, may access users' communications outside of such narrow circumstances.

66. WhatsApp further states that undelivered messages may be stored in encrypted form on its servers for a limited period while delivery is attempted, and that such messages are deleted after a specified period. This limited disclosure does not inform users that their private communications may be accessed, read, viewed or otherwise obtained by the Defendants or their agents.

67. WhatsApp also states that certain media may be temporarily stored in encrypted form to facilitate forwarding. This limited disclosure does not inform users that the contents of communications may be accessed, read, or viewed by the Defendants, their employees, or third parties.

68. Accordingly, WhatsApp and Meta knowingly and willfully permitted themselves, their respective employees, Accenture contractors and/or third parties to view the contents of users' private communications on WhatsApp Messenger without their knowledge and/or consent.

vi. Users had a reasonable expectation that their communications are private and end-to-end encrypted

69. Users had a reasonable expectation of privacy in the communications they transmitted through WhatsApp, grounded in applicable privacy law, as well as WhatsApp's express and/or implied contractual terms and representations. This expectation included that WhatsApp, Meta, their employees, contractors, including Accenture, and/or other third parties would not access, store, read or view the contents of such communications.

70. Users did not have a reasonable opportunity to discover Defendants' unlawful and unauthorized access, storage, reading or viewing of their private communications, as the Defendants failed to disclose such practices and did not obtain users' consent.

71. The Defendants knew, or ought to have known, that users would reasonably expect their communications on WhatsApp Messenger to remain private, particularly in light of WhatsApp's consistent marketing and representations that such communications are secure and inaccessible to anyone other than intended recipients. The Defendants exploited users private communications and data for monetary purposes.

Part 2: RELIEF SOUGHT

72. The Plaintiff, on his own behalf, and behalf of the Class Members, claims against the Defendants, Meta, WhatsApp and/or Accenture, jointly and severally, as follows:

- (a) an order certifying this action as a class proceeding pursuant to the *Class Proceedings Act*, R.S.B.C. 1996, c.50 (“**CPA**”) and appointing the Plaintiff as the named representative of the Class;
- (b) a declaration that the Defendants, Meta and WhatsApp:
 - (i) breached their contracts with the Plaintiff and Class Members, and are consequently liable to the Plaintiff and Class Members for damages; and
 - (ii) breached sections 4 and 5 of the *Business Practices and Consumer Protection Act*, S.B.C. 2004 (“**BPCPA**”); sections 5 and 6 of the *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; sections 6 and 7 of *The Consumer Protection and Business Practices Act*, SS, 2013, c C-30.2; sections 2 and 3 of *The Business Practices Act*, C.C.S.M. c B120; sections 14(1) and (2) of the *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; section 10 of the *Consumer Protection Act*, S.N.B. 2024, c 1; section 2 of *Business Practices Act*, R.S.P.E.I. 1988, c B-7; section 7 of *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.1; and articles 37, 38, 40, 41, 53, 54 215, 219, and 228 of the *Consumer Protection Act*, C.Q.L.R. c. P-40.1, and are consequently liable to the Plaintiff and Class Members for damages;
- (c) a declaration that the Defendants, Meta, WhatsApp and/or Accenture:
 - (i) breached the Plaintiff’s and Class Members’ statutory right to privacy under the *Privacy Act*, R.S.B.C. 1996, c.373 (“**PA**”); *The Privacy Act*, C.C.S.M., c P125; *The Privacy Act*, R.S.S., 1978, c.P-24; the *Privacy Act*, R.S.N.L., 1990, c. P-22; Québec’s privacy laws, including the *Civil Code of Québec*, C.Q.L.R., c. C.C.Q., 1991; and the *Québec Charter of Rights and Freedoms*, C.Q.L.R. c. C-12 (collectively, “**Parallel Provincial Privacy Legislation**”, unless referred to individually or otherwise), and are consequently liable to the Plaintiff and Class Members for damages;
 - (ii) breached the Plaintiff’s and Class Members’ statutory right to privacy

under the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5 (“*PIPEDA*”); *Personal Information Protection Act*, S.B.C., 2003, c. 63; *Personal Information Protection Act*, S.A. 2003, c. P-6.5; and *Act Respecting the Protection of Personal Information in the Private Sector*, C.Q.L.R. c. P-39.1, (collectively, “*Parallel Provincial Personal Information Protection Legislation*”, unless referred to individually or otherwise), and are consequently liable to the Plaintiff and Class Members for damages; and

(iii) committed the tort of intrusion upon seclusion against Class Members resident in the Provinces of Alberta, Manitoba, New Brunswick, Nova Scotia, Ontario, Prince Edward Island, and Prince Edward Island and the Territories of Yukon, Nunavut, and Northwest Territories, and are consequently liable to the Class Members for damages;

(d) an Order for the statutory remedies available under the *PA*; *The Privacy Act*, C.C.S.M., c P125; *The Privacy Act*, R.S.S., 1978, c.P-24; the *Privacy Act*, R.S.N.L., 1990, c. P-22; and Québec’s privacy laws, including the *Civil Code of Québec*, C.Q.L.R., c. C.C.Q., 1991, and the *Québec Charter of Rights and Freedoms*, C.Q.L.R. c. C-12;

(e) an Order for the statutory remedies available under the *BPCPA*; *Consumer Protection Act*, RSA 2000, c. C-26.3; *Consumer Protection and Business Practices Act*, S.S., 2013, c C-30.2; *The Business Practices Act*, C.C.S.M. c. B120; *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A, article 272 of the *Consumer Protection Act*, C.Q.L.R. c P-40.1, *Consumer Protection Act*, S.N.B. 2024 c 1, *Business Practices Act*, R.S.P.E.I. 1988, c B-7, *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.1; and *Consumer Protection Act*, C.Q.L.R. c. P-40.1, including damages;

(f) an Order for the statutory remedies available under the *PIPEDA*; *Personal Information Protection Act*, S.B.C., 2003, c. 63; *Personal Information Protection Act*, S.A. 2003, c. P-6.5; and *Act Respecting the Protection of Personal Information in the Private Sector*, C.Q.L.R. c. P-39.1;

(g) an Order pursuant to section 29 of the *CPA* directing an aggregate assessment

of damages;

- (h) An injunction requiring the Defendants, Meta, WhatsApp and/or Accenture, to cease the impugned conduct and to delete any unlawfully obtained private communications or data of the Plaintiff and Class Members, and to implement safeguards to prevent further unauthorized access or use;
- (i) costs of notice and administering the plan of distribution of the recovery in this action plus applicable taxes pursuant to s. 24 of the *CPA*;
- (j) exemplary, punitive, and aggravated damages;
- (k) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- (l) such further and other relief as the Honorable Court may deem just.

Part 3: LEGAL BASIS

A. Jurisdiction

73. There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003, c.28 (the "*CJPTA*") in respect of the Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10 (e)(i), (e)(iii)(A)(B), (f), (g), (h) and (i) of the *CJPTA* because this proceeding:

- (e)(i) concerns contractual obligations, to a substantial extent, were to be performed in British Columbia;
- (e)(iii)(A)(B) the contract is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and resulted from a solicitation of business in British Columbia by or on behalf of the seller;
- (f) concerns restitutionary obligations that, to a substantial extent, arose in British

Columbia;

- (g) concerns a tort committed in British Columbia;
- (h) concerns a business carried on in British Columbia; and
- (i) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

B. Causes of Action

i. Violation of the *BPCPA* and Parallel Provincial Consumer Protection Legislation

74. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of the Notice of Civil Claim.

75. Meta and WhatsApp are “suppliers” within the meaning of the *BPCPA*, and *Parallel Provincial Consumer Protection Legislation*.

76. The Plaintiff and Class Members are “consumers” within the meaning of the *BPCPA* and *Parallel Provincial Consumer Protection Legislation*, in that they used WhatsApp Messenger primarily for personal, family, or household purposes, and not for resale or business purposes.

77. The agreements between WhatsApp and users, including the Terms of Service and Privacy Policy governing WhatsApp Messenger, constitute “consumer agreements” and/or “consumer transactions” within the meaning of the *BPCPA* and *Parallel Provincial Consumer Protection Legislation*.

78. Meta and/or WhatsApp engaged in unfair practices contrary to ss. 4 and 5 of the *BPCPA* and *Parallel Provincial Consumer Protection Legislation* by making false, misleading, and/or deceptive representations and by failing to disclose material facts regarding the privacy and security of users’ private communications on WhatsApp Messenger.

79. In particular, Meta and/or WhatsApp made representations, including, *inter alia*, that:

- (a) communications on WhatsApp Messenger are private and protected by end-to-

end encryption;

(b) no one, including Meta and WhatsApp, can access or read users' private communications;

(c) users' private communications are not stored on WhatsApp's servers in the ordinary course and are deleted once delivered;

(d) users' private communications would only be accessed or disclosed in limited and defined circumstances; and

(e) users retained meaningful control over the privacy of their communications.

80. These representations were false, misleading, and/or deceptive, and were made when Meta and WhatsApp knew, or ought to have known, *inter alia*, that:

(a) users' private communications were accessed, stored, read, viewed and/or otherwise obtained by Meta and/or WhatsApp, their employees, and/or third-party contractors, including Accenture;

(b) WhatsApp's Privacy Policy and related disclosures did not accurately or adequately describe the extent to which users' private communications could be accessed, stored, read, reviewed and/or disclosed;

(c) users' private communications could be accessed outside the limited circumstances disclosed to users; and

(d) users did not provide informed knowledge and/or consent to such practices.

81. Meta and/or WhatsApp's conduct constitutes "unfair practices" within the meaning of the *BPCPA* and *Parallel Provincial Consumer Protection Legislation*.

82. As a result of Meta's and/or WhatsApp's unfair practices, the Plaintiff and Class Members suffered damages.

83. The Plaintiff pleads that it is in the interests of justice to waive any notice requirement

under s. 171 of the *BPCPA* and analogous provisions of *Parallel Provincial Consumer Protection Legislation*.

ii. Breach of Privacy under the *PA* and *Parallel Provincial Privacy Legislation*

84. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of the Notice of Civil Claim.

85. At all material times to the cause of action herein, Meta and/or WhatsApp represented that communications transmitted through WhatsApp Messenger were private, secure, and protected by end-to-end encryption, and would not be accessed, stored, read or viewed by the Defendants or third parties.

86. In particular, WhatsApp's Terms of Service, Privacy Policy, and related disclosures created the impression that users' private communications would remain accessible only to intended recipients, and not to Meta, WhatsApp, their employees, or third parties, including Accenture. These representations gave rise to a reasonable expectation of privacy.

87. In reality, Meta and/or WhatsApp accessed, stored, read, viewed, and/or otherwise obtained the contents of users' private communications, including through their employees and third-party contractors, including Accenture, without users' knowledge and/or consent, all of which was done for monetary or commercial purposes.

88. Meta's and/or WhatsApp's undisclosed practices violated the users' privacy rights and directly contradicted WhatsApp's assurances and representations regarding the privacy and security of communications on WhatsApp Messenger.

89. The Defendants' conduct constitutes a breach of the users' statutory privacy rights under the *PA* and *Parallel Provincial Privacy Legislation*.

90. Pursuant to s. 1 of the *PA*, and analogous provisions of *Parallel Provincial Privacy Legislation*, it is a tort, actionable without proof of damage, for a person to willfully violate the privacy of another.

91. By accessing, storing, reading, viewing and/or disclosing users' private

communications without consent and/or lawful authority, the Defendants intentionally and willfully violated the privacy of users.

92. The Defendants' conduct constitutes a serious and egregious breach of social norms and is highly offensive to a reasonable person.

93. The Defendants' intrusion into the private communications of users, including through undisclosed access by employees and third-party contractors, was deliberate, systemic, and without lawful justification.

94. The Defendants lacked any legitimate interest or lawful basis to access the contents of users' private communications in the manner alleged herein.

95. As a result of the Defendants' violations of their privacy, the Plaintiff and Class Members have suffered, and continue to suffer loss, harm, and damages, and are entitled to damages and injunctive relief.

iii. Violation of *PIPEDA* and *Parallel Provincial Personal Information Protection Legislation*

96. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of the Notice of Civil Claim.

97. At all material times to the cause of action herein, WhatsApp represented that users' communications transmitted through WhatsApp Messenger were private, secure, and protected by end-to-end encryption, and would not be accessed or read by the Defendants or third parties.

98. These representations, including those contained in WhatsApp's Terms of Service, Privacy Policy, and related disclosures, gave rise to a reasonable expectation of privacy on the part of the Plaintiff and Class Members.

99. In reality, Meta and WhatsApp accessed, stored, read, reviewed, and/or otherwise obtained the contents of users' private communications, including through their employees and third-party contractors, including Accenture, without users' knowledge and/or consent, all of which was done for monetary or commercial purposes

100. Meta and WhatsApp's undisclosed practices violated the Plaintiff's and Class Members' privacy rights and directly contradicted WhatsApp's representations that communications on WhatsApp Messenger were private and inaccessible to anyone other than intended recipients.

101. The Defendants are "organizations" within the meaning of *PIPEDA*, and *Parallel Provincial Personal Information Protection Legislation*, and, at all material times, collected, used, and/or disclosed personal information in the course of commercial activities.

102. The information collected, used, and/or disclosed by the Defendants, including the contents of users' communications and associated metadata, constitutes "personal information" within the meaning of *PIPEDA* and the *Parallel Provincial Personal Information Protection Legislation*.

103. Meta and/or WhatsApp represented to users that their communications would remain private and that users retained meaningful control over the privacy of their information.

104. By accessing, storing, reading, reviewing and/or disclosing users' private communications as described herein, the Defendants failed to obtain meaningful knowledge and/or consent from users for the collection, use, and disclosure of their personal information, contrary to s. 6.1 of *PIPEDA* and analogous provisions of the *Parallel Provincial Personal Information Protection Legislation*.

105. The Defendants' conduct also contravened s. 5(3) of *PIPEDA* and analogous provisions of *Parallel Provincial Personal Information Protection Legislation*, which require that personal information be collected, used, and disclosed only for purposes that a reasonable person would consider appropriate in the circumstances.

106. The Defendants' undisclosed access to and use of users' private communications, without valid consent and for purposes inconsistent with users' reasonable expectations, breached their statutory obligations under *PIPEDA* and the *Parallel Provincial Personal Information Protection Legislation*.

107. As a result of the Defendants' violations, the Plaintiff and Class Members have

suffered, and continue to suffer, harm, loss, and damages, including loss of control over their personal information, and are entitled to appropriate relief.

iv. Breach of Privacy under Québec Legislation

108. Québec Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

109. The Defendants are liable to Québec Class Members pursuant to articles 35 to 36 and 1457 of the *Civil Code of Québec*, C.Q.L.R., c. C.C.Q., 1991, article 5 of the *Québec Charter of Human Rights and Freedoms*, C.Q.L.R., c. C-12, and section 10 of the *Act Respecting the Protection of Personal Information in the Private Sector*, C.Q.L.R., c. P-39.1, for their violation of Québec Class Members' privacy and for damages Québec Class Members have suffered as a result thereof.

110. Without lawful justification, and without the knowledge and/or consent of Québec Class Members, the Defendants accessed, stored, read, viewed and/or otherwise obtained the contents of users' private communications transmitted through WhatsApp Messenger, including through their employees and third-party contractors, including Accenture, all of which was done for monetary or commercial purposes.

111. The Defendants further used and/or disclosed such communications and associated personal information for their own monetary or commercial purposes, contrary to their representations that such communications were private, secure, and accessible only to intended recipients.

112. By doing so, the Defendants failed to respect and protect the privacy rights of Québec Class Members and interfered with their private communications, contrary to Québec law.

113. The Defendants' conduct constitutes a fault within the meaning of article 1457 C.C.Q., and an unlawful interference with privacy within the meaning of articles 35 and 36 C.C.Q.

114. As a result of the Defendants' conduct, Québec Class Members have suffered harm, including loss of control over their personal information and communications, and are entitled to compensatory and, where applicable, punitive damages.

v. Intrusion upon Seclusion

115. Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

116. The Defendants intruded upon the seclusion of Class Members ordinarily resident in the Provinces of Alberta, Manitoba, New Brunswick, Nova Scotia, Ontario, and Prince Edward Island, and in the Territories of Yukon, Nunavut, and the Northwest Territories.

117. The Defendants' conduct, as alleged herein, constitutes an intentional or reckless intrusion upon the private affairs and concerns of Class Members that would be highly offensive to a reasonable person.

118. Without lawful excuse and without the knowledge and/or consent of Class Members, the Defendants intentionally or recklessly accessed, stored, read, viewed and/or otherwise obtained the contents of users' private communications transmitted through WhatsApp Messenger, including through their employees and third-party contractors, including Accenture, all of which was done for monetary or commercial purposes.

119. The communications accessed by the Defendants included private and sensitive information exchanged by Class Members, the contents of which form part of their most personal and confidential affairs.

120. The scope of the intrusion was broad and systemic, affecting a large number of users and encompassing multiple forms of communication, including text messages, voice communications, media, and other shared content.

121. The Defendants' conduct was deliberate and involved the concealment of material facts, including the extent to which users' private communications could be accessed, stored, read, viewed and/or disclosed by the Defendants and their agents.

122. No reasonable person would expect that communications sent through a platform expressly marketed as private and protected by end-to-end encryption would be accessed, stored, read, viewed and/or otherwise obtained by the service provider or third parties.

123. The Defendants' conduct constitutes a serious breach of social norms and reasonable expectations of privacy and would be highly offensive to a reasonable person.

124. As a result of the Defendants' intrusion upon seclusion, Class Members are entitled to damages, including moral damages and, where appropriate, punitive damages.

vi. Breach of Contract

125. The Plaintiff and Class Members hereby incorporate by reference the allegation contained in the preceding paragraphs of the Notice of Civil Claim.

126. WhatsApp entered into binding agreements with the Plaintiff and Class Members, including the Terms of Service and Privacy Policy governing the use of WhatsApp Messenger (the "**Agreements**"), thereby creating contractual relationships between WhatsApp and the Plaintiff and Class Members.

127. In particular, users are required to review and accept the Agreements as a condition of registering for and using WhatsApp Messenger.

128. Pursuant to the Agreements, Meta and/or WhatsApp represented and agreed that users' communications would be private, secure, and protected by end-to-end encryption, and that such communications would not be accessed, stored, read, viewed and/or disclosed by the Defendants or third parties except in limited and defined circumstances.

129. Meta and/or WhatsApp further represented that users' private communications would not be retained in the ordinary course of providing the services, and that such communications would be deleted from servers once delivered.

130. Meta and WhatsApp breached the Agreements by accessing, storing, reading, viewing and/or disclosing the contents of users' private communications, including through their employees and third-party contractors, including Accenture, without the knowledge and/or consent of the Plaintiff and Class Members and in a manner inconsistent with the Agreements.

131. In the alternative, WhatsApp drafted and presented the Agreements, including the Privacy Policy, in a manner that failed to adequately disclose the true nature and extent of its

practices relating to users' private communications, such that no reasonable user would understand that their communications could be accessed, stored, read, viewed and/or disclosed as described herein.

132. As a result of Meta's and WhatsApp's breaches of the Agreements, the Plaintiff and Class Members have suffered damages.

vii. Damages

133. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

134. It was reasonably foreseeable that the Plaintiff and Class Members would suffer damages as a result of the Defendants' conduct, including, but not limited to:

- (a) their breaches of federal and provincial privacy statutes, including the *PA*, *Parallel Provincial Privacy Legislation*, *PIPEDA*, and *Parallel Provincial Personal Information Protection Legislation*;
- (b) their breaches of the Québec privacy statutes;
- (c) their commission of the common law tort of intrusion upon seclusion; and
- (d) breach of contract by Meta and WhatsApp.

135. As a result of the Defendants' wrongful or unlawful conduct, the Plaintiff and Class Members have suffered damages, including loss of privacy, loss of control over their personal information and private communications, and associated harm, including distress, anxiety, and humiliation.

viii. Punitive Damages

136. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

137. The Defendants' conduct was deliberate, unlawful, and high-handed, and was carried

out in a secretive, callous, and reckless manner for the purpose of advancing their own financial and commercial interests.

138. The Defendants' misconduct was intentional and systemic, and included the concealment of material facts relating to the access, use, and disclosure of users' private communications, contrary to WhatsApp's express and/or implied representations.

139. The Defendants' conduct was sufficiently egregious to warrant an award of punitive damages.

140. An award of punitive damages is necessary to denounce and deter the Defendants' misconduct, promote accountability, and prevent similar conduct in the future.

ix. Tolling of the *Limitation Act*, S.B.C. 2012, c. 13 ("*Limitation Act*") and Parallel Provincial Limitation Period Legislation

141. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

142. At all material times to the cause of action herein, the Plaintiff and Class Members had no knowledge, and no reasonable means of acquiring knowledge, that the Defendants were accessing, storing, reading, viewing and/or otherwise obtaining the contents of their private communications transmitted through WhatsApp Messenger without their knowledge and/or consent.

143. Within the time limits prescribed in the *Limitation Act*, and the *Limitations Act*, R.S.A. 2000, c. L-12; *The Limitation of Actions Act*, C.C.S.M. c. L150; *Limitation of Actions Act*, S.N.B. 2009, c. L-8.5; *Limitations Act*, S.N.L. 1995, c. L-16.1; *Limitation of Actions Act*, R.S.N.W.T. 1988, c. L-8; *Limitation of Actions Act*, S.N.S. 2014, c. 35; *Limitation of Actions Act*, R.S.N.W.T. (Nu) 1988, c. L-8; *Limitations Act*, 2002, S.O. 2002, c. 24, Sch. B; *Statute of Limitations*, R.S.P.E.I. 1988, c. S-7; *Civil Code of Québec*, C.Q.L.R., c. C-1991, arts. 2925–2930; *The Limitations Act*, S.S. 2004, c. L-16.1; and *Limitation of Actions Act*, R.S.Y. 2002, c. 139 (collectively, the "**Provincial Limitation Period Legislation**"), the Plaintiff and Class Members could not, through the exercise of reasonable diligence, have discovered the material facts giving rise to their claims.

144. The Plaintiff and Class Members did not know, and could not reasonably have known, facts that would have caused a reasonable person to suspect that their private communications were being accessed, stored, read, viewed and/or otherwise obtained by the Defendants, contrary to WhatsApp's and/or Meta's representations.

145. For these reasons, the *Limitation Act* and parallel *Provincial Limitation Period Legislation* have been tolled by operation of the discovery rule with respect to the claims in this proposed class proceeding.

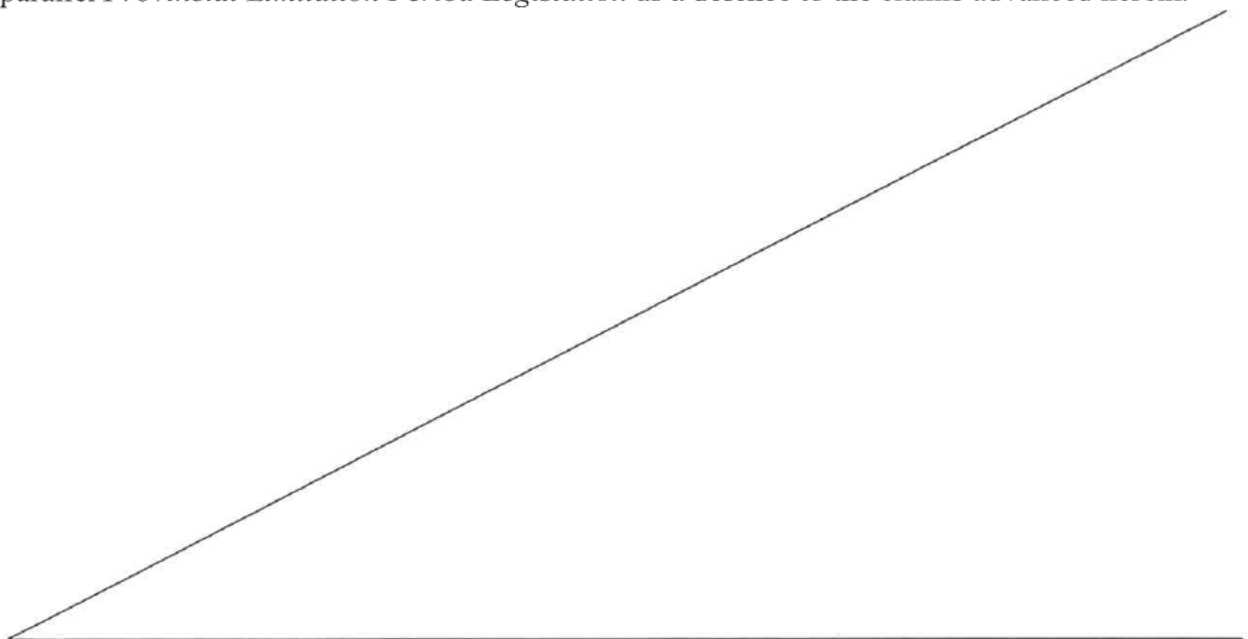
146. Further, the Defendants had exclusive knowledge of the practices described herein and actively concealed the nature and extent of their access to and use of users' private communications.

147. Rather than disclose such practices, WhatsApp and/or Meta made representations that users' communications were private and protected by end-to-end encryption, thereby concealing the material facts giving rise to the Plaintiff's and Class Members' claims.

148. The Defendants were under a duty to disclose the true nature and extent of their practices relating to users' private communications and failed to do so.

149. The Defendants knowingly, affirmatively, and actively concealed, or were reckless as to, the truth regarding their conduct.

150. In the premises, the Defendants are estopped from relying on the *Limitation Act* and parallel *Provincial Limitation Period Legislation* as a defence to the claims advanced herein.



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Place of trial:

Vancouver, BC, Canada

The address of the registry is:

800 Smithe Street
Vancouver, BC V6Z 2E1
Canada

Dated: April 7, 2026



Signature of K.S. Garcha
Lawyer for the Plaintiff

ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA

There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and the Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act* R.S.B.C. 2003 c.28 (the "*CJPTA*") in respect of these Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10(e)(i), (iii)(a) & (b), (f), (g), (h) and (I) of the *CJPTA* because this proceeding:

- (e)(i) concerns contractual obligations to a substantial extent, were to be performed in British Columbia:

- (e) (iii)(a) & (b) the contract is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and resulted from a solicitation of business in British Columbia by or on behalf of the seller;

- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;

- (g) concerns a tort committed in British Columbia;

- (h) concerns a business carried on in British Columbia;

- (i) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The within proposed right to privacy multi-jurisdictional class proceeding arises from the Defendants', Meta Platforms, Inc.'s, WhatsApp LLC's and Facebook Canada Ltd.'s, unlawful access, storage, reading and/or viewing of the Plaintiff's and putative class members' private and encrypted communications transmitted through the WhatsApp Messenger platform and by permitting third parties, namely the Defendants, Accenture plc and Accenture Inc., to access, store, read and/or view such communications, all without the Plaintiff's and putative class members' knowledge and/or consent and contrary to the Defendant, WhatsApp LLC's, express and/or implied representations that such communications are private and end-to-end encrypted.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- 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:

1. *Class Proceedings Act*, R.S.B.C. 1996, c. 50.
2. *Court Jurisdiction and Proceedings Transfer Act*, R.S.B.C. 2003 c. 28.
3. *Business Practices and Consumer Protection Act*, S.B.C. 2004; *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, S.S., 2014, c C-30.2; *The Business Practices Act*, C.C.S.M. c B120; *Consumer Protection Act*, 2002, S.O. 2002, c 30, Sch A; *Consumer Product Warranty and Liability Act*, and SNB 1978, c C-18.1; *Consumer Protection Act*, S.N.B. 2024 c 1; *Business Practices Act*, R.S.P.E.I. 1988, c B-7; and *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.
4. *Privacy Act*, R.S.B.C. 1996, c.373; *The Privacy Act*, C.C.S.M., c P125; *The Privacy Act*, R.S.S., 1978, c.P-24; the *Privacy Act*, R.S.N.L., 1990, c. P-22; *Civil Code of Québec*, C.Q.L.R., c. C.C.Q., 1991; and the *Québec Charter of Rights and Freedoms*, C.Q.L.R. c. C-12.
5. *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5; *Personal Information Protection Act*, S.B.C., 2003, c. 63; *Personal Information Protection Act*, S.A. 2003, c. P-6.5; and *Act Respecting the Protection of Personal Information in the Private Sector*, C.Q.L.R. c. P-39.1.
6. *Court Order Interest Act*, R.S.B.C., c. 79.
7. *Limitation Act*, S.B.C. 2012, c.13; *Limitations Act*, R.S.A. 2000, c. L-12; *The Limitations Act*, S.S. 2004, c. L-16.1; *The Limitations Act*, S.S. 2004, c. L-16.1; *The Limitation of Actions Act*, C.C.S.M. c. L150; *Limitations Act*, 2002, S.O. 2002, c. 24, Sch. B; *Limitations Act*, S.N.L. 1995, c. L-16.1; *Limitation of Actions Act*, S.N.S. 2014, c. 35; *Limitation of Actions Act*, S.N.B. 2009, c. L-8.5; *Statute of Limitations*, R.S.P.E.I. 1988, c. S-7; *Limitation of Actions Act*, R.S.Y. 2002, c. 139; *Limitation of Actions Act*, R.S.N.W.T. 1988, c. L-8; *Limitation of Actions Act*, R.S.N.W.T. (Nu) 1988, c. L-8; and *Civil Code of Quebec*, C.Q.L.R., c. C-1991, art. 2908.