



Court File No. **VLC-S-S-246113**

No.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

N.C.

PLAINTIFF

AND:

CENCORA, INC. and INNOMAR STRATEGIES 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 for the relief set out in Part 2 below.

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

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

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

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

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

Time for response to civil claim

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

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

CLAIMS OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

OVERVIEW OF THE ACTION

1. This action arises from a cybersecurity privacy breach announced by Cencora, Inc. (“**Cencora**”) in a Form 8-K, filed on February 27, 2024 with the U.S. Securities and Exchange Commission.¹
2. Cencora is an international pharmaceutical solutions organization that provides medical products and services to patients and healthcare providers. Innomar Strategies Inc. (“**Innomar**”) is a Canadian affiliate subsidiary of Cencora. It operates over 165 clinics across Canada and has over 3,000 employees.
3. Through their activities, the Defendants collect and store information about identifiable individual patients (“**Personal Information**”), including information that is related to the patient’s health, or the provision of health services to the patients (“**Personal Health Information**”) (collectively, the “**Private Information**”). Both categories of information are of a highly sensitive and personal nature.

¹ https://www.sec.gov/ix?doc=/Archives/edgar/data/1140859/000110465924028288/tm247267d1_8k.htm.

4. On or about February 21, 2024, the Defendants learned of unauthorized access to its computer systems, which such unauthorized access having taken place on an undisclosed date (the “**Data Breach**”).
5. The Data Breach compromised personal information of Cencora and/or Innomar patients, including full names, telephone numbers, email addresses, dates and location of services, health diagnoses/conditions, medications/prescriptions, medical record numbers, patient numbers, health insurance/subscriber numbers, signatures, lab results, medical histories, and other sensitive data.
6. On or about June 4, 2024, over three months after the Defendants learned that the Class’s Private Information was first accessed by cybercriminals, the Defendants finally began to notify patients that its investigation determined that their Private Information was affected.
7. Private Information like the compromised information in this case, and in particular Personal Health Information, is highly sensitive and lies at the core of individual privacy. Personal Health Information is also accorded the highest value in the black market, and compromised personal health data has a lasting impact. Accordingly, Personal Health Information demands enhanced and special protection.
8. The Defendants intentionally, willfully, and recklessly failed to have proper information technology protection in place to protect the Personal Information of the Class Members (defined below).
9. The Defendants knew, or ought to have known, it was a valuable target for hackers and knew its information technology security was inadequate and vulnerable to hackers.
10. The Defendants should have had multiple, redundant, overlapping, and consistently updated information technology security measures in place to ensure the protection of the Private Information, particularly the Personal Health Information, and to ensure that, even in the event of a breach, any stolen data

would be inaccessible and useless to hackers.

11. The Defendants' willful, intentional, and reckless behaviour—in permitting the breach to occur, failing to prevent the breach, failing to limit the extent of the breach, and failing to respond to the breach appropriately—falls below the standard of care of a repository of Private Information, and in particular Personal Health Information, and constitutes a violation of the privacy rights of the class under the applicable privacy statutes.
12. The Defendants' offer of two years of free credit protection services provides no short-term or long-term protection or remedies to the Class Members. The free credit protection only seeks to protect the financial aspect of the Data Breach and does nothing for the leaked Personal Health Information.

THE DEFENDANTS

13. The Defendant, CENCORA, INC. ("**Cencora**"), is a corporation under the laws of Delaware, with its principal place of business located at 1 West First Avenue, Conshohocken, Pennsylvania, 19428. Cencora has a registered agent at c/o Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle, Delaware, USA, 19801.
14. The Defendant, INNOMAR STRATEGIES INC. ("**Innomar**"), is a company under the laws of Ontario, Canada, and is extraprovincially registered in British Columbia with an address for service c/o BHT Management Inc., 1800 – 510 West Georgia Street, Vancouver, British Columbia, V6B 0M3.
15. The corporate relationship between Cencora and Innomar is within the exclusive knowledge of the Defendants. On or about 2009, Cencora acquired Innomar, and Innomar became a fully owned subsidiary of Cencora.
16. Cencora does business in British Columbia and enters into contracts with health

authorities in British Columbia through Innomar acting as its agent.

17. At all material times, the Defendants represented on their websites that it collects, stores, and uses personal information, including personal health information, in accordance with its own privacy policies and terms of service, which provide in part as follows (collectively, the “**Privacy Representations**”):

(a) Innomar

Innomar uses commercially reasonable physical, technological and administrative safeguards to safeguard Personal Information and Client Personal Information against theft, loss and unauthorized access, use (including copying and modification), disclosure and disposal while at rest and in transit.

The nature of the safeguards we use varies depending on the sensitivity, format, and the scope of the required distribution of the information, however they include:

- a. by way of physical measures, safe storage of records, locked filing cabinets, and restricted access to offices;
- b. by way of administrative/organizational measures, limiting access of Personnel on a "need- to-know" basis; and
- c. by way of technological measures, the use of passwords for access to our electronic records systems, encryption and audits.

Personal Information and Client Personal Information held by Innomar is stored in one of two formats:

- a. electronic databases or spreadsheets with restricted access located on servers and password protected; and/or
- b. hard copy (paper) records that are kept in locked filing cabinets.

(b) Cencora Privacy Statement Overview

Cencora, Inc. and its affiliate companies (“Cencora”) value and protect the personal information entrusted to the company by its suppliers, customers, and visitors.

(c) Cencora Privacy Statement

This Privacy Statement sets forth the privacy policies and practices of Cencora, Inc. and its subsidiaries and affiliates (collectively, “Cencora”), as they relate to the collection, use and disclosure of Personal Data (as defined below) in connection with your use of our websites that link to this Privacy Statement (the “Websites”).

...

Security of Your Personal Data

We use appropriate technical, administrative and physical safeguards to protect Personal Data from loss, misuse or alteration. We limit access to Personal Data to those employees, agents, contractors and other third parties who have a business need to know. You acknowledge and agree that no organization can guarantee the absolute security of Personal Data, and any transmission of Personal Data is at your own risk.

THE PLAINTIFF AND THE CLASS

18. The Plaintiff, N.C., is an individual residing in British Columbia. They first became a patient of Innomar and/or Cencora in 2018.

19. On or about June 4, 2024, the Plaintiff received a letter from the Defendants entitled "Notice of Data Security Incident", which told them that their Private Information had been affected during the Data Breach. The Notice informed them that the Private Information stolen included their "*first name, last name, address, date of birth, health diagnosis, medications and prescriptions, medical record numbers, patient numbers, health insurance/subscriber numbers, signatures, lab results, and medical histories.*"

20. The Plaintiff's Private Information was knowingly, willfully, or recklessly compromised by the Defendants in the Data Breach. As a result of the breach their privacy, the Plaintiff has suffered and will continue to suffer damage including:

- a. costs incurred to remedy and/or prevent identity theft;
- b. damage to reputation;
- c. emotional and mental distress;
- d. out-of-pocket expenses;
- e. general damages to be assessed in the aggregate; and
- f. special damages caused by unlawful conduct by third parties, including identity theft or fraud, occasioned by or attributable to the Defendants'

breaches as alleged herein.

21. This action is brought on behalf of members of a class consisting of the Plaintiff and:

All individuals residing in Canada whose Private Information was accessed in the data breach announced by the Defendants on or about February 21, 2024, including individuals who were sent a notice of the data breach

(hereinafter the “**Class**” or “**Class Member(s)**”).

22. It is estimated that the Class includes at least tens of thousands of individuals across Canada, and the precise number of affected individuals is within the Defendants’ knowledge.

Part 2: RELIEF SOUGHT

23. The Plaintiff claims, on their own behalf and on behalf of the Class Members for:

- a. An order pursuant to all applicable provisions of the *Class Proceedings Act*, RSBC 1996, c 50 (“**CPA**”) including, but not limited to, ss. 2, 4, 4.1, 5-8, and 10 thereof, certifying this action as a multi-jurisdictional class proceeding and appointing the Plaintiff as the representative plaintiff for the Class, defined as follows:

All individuals residing in Canada whose Private Information was accessed in the data breach announced by the Defendants on or about February 21, 2024, including individuals all who were sent a notice of the data breach;

or such other class definition as may be proposed by the Plaintiff or approved by the Court;

b. Monetary compensation to the Class for general, compensatory, consequential, symbolic, moral, aggravated, punitive, or other forms of damages, whether statutory, at common law, or equity, for:

i. breaches of **Provincial Privacy Laws**:

1. *Privacy Act*, RSBC 1996, c 373, s. 1 (the “**BC Privacy Act**”);
2. *Privacy Act*, R.S.S. 1978, c. P-24, s. 2 (the “**SK Privacy Act**”);
3. *Privacy Act*, C.C.S.M. c. P125, s. 2 (the “**Manitoba Privacy Act**”);
4. *Privacy Act*, R.S.N.L. 1990, c. P-22, s. 3 (the “**NFLD Privacy Act**”); and
5. *Civil Code of Quebec*, CQLR c CCQ-1991, articles 35-36; *Quebec Charter of Rights and Freedoms*, CQLR c C-12, art. 5; and the *Act Respecting the Protection of Personal Information in the Private Sector*, RSQ, C P-39.1, s. 10;

ii. negligence, on behalf of all Class Members;

c. an Order pursuant to s. 27 of the *CPA* directing individual hearings, inquiries, and determination for Class Members who have suffered or may have suffered special damages as a result of unlawful conduct by third parties, including identify theft or fraud, which was occasioned by or attribute to the Defendants’ breach as alleged, and all necessary directions relating to the procedures to be followed in conducting such hearings, inquiries, and determinations;

d. an Order directing a reference or giving such other direction as may be necessary to determine issues not determined at the trial of the common issues;

- e. an Order that the Defendants, jointly and severally, pay the costs of administering the plan for distribution of the recovery in this proceeding;
- f. an Order under the *CPA* for the aggregate recovery of any monetary relief, including use of any statistical evidence if necessary and permitted, and distribution to the Plaintiff and members of the Class;
- g. pre- and post-judgment interest pursuant to the *Court Order Interest Act*, RSBC 1996, c 79;
- h. an Order pursuant to s. 27 and 28 of the *CPA* for individual assessment of compensatory damages to members of the Class and the appointment of a special referee for assessing each individual case using special modes of proof as directed by the Court; and
- i. such further and other relief as this Honourable Court deems just.

Part 3: LEGAL BASIS

24. It is settled law that “[a] party is required to include in the pleading a summary of the material facts, but it is not necessary to plead the legal result of those facts. The pleading party may raise any argument to be made from those facts.”

[emphasis added] [Canned Heat Marketing Inc. v. CFM International Inc.](#), 1998 CanLII 6575 (BC SC) at para. 9
[Battrum v. MacKenzie](#), 2008 BCSC 829 at paras. 29-30
[Gill Tech Framing Ltd. v. Gill](#), 2012 BCSC 1913 at para. 256
[MacKinnon v. National Money Mart Company](#), 2007 BCSC 348 at para. 28

25. As such, the legal grounds stated in this section are intended only to be illustrative and not exhaustive. The Plaintiff reserves the right to raise any legal argument from the aforementioned pleaded facts.

BREACH OF PRIVACY CLAIM

26. 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.

27. Section 2 of 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.

28. Section 2 of 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.

29. Section 3 of the *NFLD Privacy Act* provides:

3. (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.

30. The Defendants are governed by the *BC Privacy Act*, *SK Privacy Act*, *Manitoba Privacy Act*, and *NFLD Privacy Act*.
31. The nature and degree of the Class Members' privacy in this case is particularly strong. Persons outside the Class Members' circle of medical care have no lawful interest in the Private Information, including in particular the Personal Health Information, of the Class Members.
32. The Defendants failed to take appropriate steps to guard against unauthorized access to sensitive Private Information, including Personal Health Information, involving Class Members' private affairs or concerns. The Defendants' actions constitute intentional, willful, and reckless violations of the Plaintiff and the Class Members' privacy, for which the Defendants are liable.
33. The Defendants' actions were highly offensive, causing distress and anguish to Class Members for which the Defendants are liable and should pay damages.
34. With respect to Quebec law, the language appears to track the language of the *BC Privacy Act*, *SK Privacy Act*, *Manitoba Privacy Act*, and *NFLD Privacy Act*:

(a) Articles 35-36 of the *Civil Code of Quebec*, CQLR c CCQ- 1991:

35. Every person has a right to the respect of his reputation and privacy. The privacy of a person may not be invaded without the consent of the person or without the invasion being authorized by law.

36. The following acts, in particular, may be considered as invasions of the privacy of a person:

- (1) entering or taking anything in his dwelling;
- (2) intentionally intercepting or using his private communications;
- (3) appropriating or using his image or voice while he is in private premises;
- (4) keeping his private life under observation by any means;
- (5) using his name, image, likeness or voice for a purpose other than the legitimate information of the public;
- (6) using his correspondence, manuscripts or other personal documents.

(b) Article 5 of the *Quebec Charter of Rights and Freedoms*, CQLR c C-12:

5. Every person has a right to respect for his private life.

(c) Section 10 of the *Act Respecting the Protection of Personal Information in the Private Sector*, RSQ, C P-39.1:

10. A 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 the sensitivity of the information, the purposes for which it is to be used, the quantity and distribution of the information and the medium on which it is stored.

(collectively, the “**Quebec Privacy Laws**”).

35. The discussion above relating to the *BC Privacy Act*, *SK Privacy Act*, *Manitoba Privacy Act*, and *NFLD Privacy Act* applies equally to the *Quebec Privacy Laws*.

36. In relation to Class Members in Quebec, the Defendants’ failure to abide by the *Quebec Privacy Laws* also constitutes a fault under art. 1457 of the *Civil Code of Quebec*.

NEGLIGENCE

37. The Defendants owed Class Members a duty of care in the collection, retention, use, and disclosure of their Private Information, including in particular Personal Health Information, and a duty to safeguard the confidentiality of their Private Information in accordance with legislative and industry standards.

38. The Defendants breached the standard of care by:

- a. failing to encrypt Class Members’ data and to implement and maintain appropriate, adequate and effective cybersecurity measures to safeguard Class Members’ Private Information;

- b. failing to comply with the minimum standards provided in the: *Personal Information Protection Act*, SBC 2003, c 63; the *E-Health (Personal Health Information Access and Protection of Privacy) Act*, SBC 2008, c 38; *Personal Information Protection Act*, SA 2003, c P-6.5; *Health Information Act*, RSA 2000, c H-5; the *Health Information Privacy and Management Act*, SY 2013, c 16; the *Health Information Protection Act*, SS 1999, c H-0.021; *The Personal Information Protection and Electronic Documents Act*, SC 2000, c 5; *Personal Health Information Protection Act, 2004*, SO 2004, c 3, Sch A; *The Personal Health Information Act*, CCSM c P33.5; *Personal Health Information Act*, SNL 2008, c P-7.01; *Personal Health Information Privacy and Access Act*, SNB 2009, c P-7.05; *Act respecting the sharing of certain health information*, CQLR c P-9.0001; *Act respecting the protection of personal information in the private sector*, CQLR c P-39.1; *Personal Health Information Act*, SNS 2010, c 41; *Freedom of Information and Protection of Privacy Act*, SNS 1993, c 5; *Health Information Act*, RSPEI 1988, c H-1.41; *Health Information Act*, SNWT 2014, c 2, as applicable;
- c. failing to collect, store, use, retain, and/or disclose Class Members' Private information in accordance with industry standards for healthcare information and in accordance with its own privacy policies, including the Privacy Representations; and
- d. subsequent to learning of the existence of the breach on or about February 21, 2024, failing to inform Class Members of the breach in a timely way and waiting over three months before informing the Class Members of the breach.

39. As a result of the Defendants' negligence, Class Members suffered reasonably foreseeable damages and losses for which the Defendants are liable.

40. In relation to Class Members in Quebec, the Defendants' failure to protect the personal information constitutes a fault under art. 1457 of the *Civil Code of Quebec*.

THE PLAINTIFF AND CLASS MEMBERS ARE ENTITLED TO COMPENSATION

41. As pleaded herein in Part 2 at paragraph 2, the Plaintiff and Class Members have incurred harms, damages, and/or losses as a result of the Defendants' actions.

42. The Plaintiff and putative Class Members plead that they are entitled to monetary awards or compensation under common law, equitable and/or statutory headings of damages.

43. Damages should be awarded on an aggregate and an individual basis. The Defendants' conduct as detailed above has materially increased the risk of identity theft for all Class Members and accordingly has materially increased the quantum of damages that will arise from identity theft to Class Members.

44. The Plaintiff requests individual hearings under s. 27 of the *CPA* for a determination of the special damages described above.

45. The Plaintiff's and Class Members' compensation may be assessed and determined by the Court through expert evidence, including evidence of economists, assessor and/or insurance actuaries.

THE PLAINTIFF AND CLASS MEMBERS REQUEST PUNITIVE DAMAGES TO BE AWARDED AGAINST THE DEFENDANTS

46. The Defendants' conduct was high-handed, reckless, without care, deliberate, and offends the moral standards of the community. The Defendants knew that medical service providers are at a particularly elevated risk of being targeted by hacking efforts, that they had been subject to previous hacking efforts, investigations and audits, that they were particularly vulnerable to being hacked, and knew that their systems would be a treasure trove for hackers. The Defendants knew or ought to

have known that their actions would have a significant adverse effect on all Class Members.

47. Additionally, subsequent to learning of the existence of the Data Breach on or about February 21, 2024, the Defendants waited over three months before advising the Class of the Data Breach. This conduct was further high-handed, reckless, without care, deliberate, and offensive to moral standards of the community.

Plaintiff's address for service:

Hammerco Lawyers LLP
400 – 2233 Columbia Street
Vancouver, British Columbia V5Y 0M6

Email address for service: service@hammerco.ca

Place of trial: Vancouver, British Columbia

The address of the registry is:

Law Courts, 800 Smithe Street
Vancouver, British Columbia V6Z 2E1

Dated: September 4, 2024



Signature of counsel for the Plaintiff
KEVIN MCLAREN
ALEXIA MAJIDI
SERENA CHEONG
SIMON LIN

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.

Form 11

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

The Plaintiff claims the right to serve this pleading on all of the Defendants outside British Columbia on the grounds that it concerns:

section 10(g) “a tort committed in British Columbia”.

section 10(h) “a business carried on in British Columbia”.

section 10(i) “a claim for an injunction ordering a party to refrain from doing anything in British Columbia”.

of the *Court Jurisdiction and Proceedings Transfer Act*, S.B.C. 2003, c. 28.

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

This is a class action seeks compensation for individuals residing in Canada as a result of a privacy breach involving sensitive personal and personal health information.

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:

1. *Class Proceedings Act*, RSBC 1996, c 50
2. *Privacy Act*, RSBC 1996, c 373