2025 01G 6286 CP

**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR**
**GENERAL DIVISION**

**BETWEEN:**

**BRIAN ABBOTT**

**PLAINTIFF**

**AND:**

**DOORDASH INC.**

**FIRST DEFENDANT**

**AND:** **DOORDASH TECHNOLOGIES CANADA INC.**

**SECOND DEFENDANT**

*BROUGHT UNDER THE CLASS ACTIONS ACT*

## STATEMENT OF CLAIM

### THE PARTIES

1. The Plaintiff, Brian Abbott, is a resident of the Province of Newfoundland and Labrador. His address for service is care of Bob Buckingham Law, 81 Bond Street, St. John's, NL A1C 1T2. He brings this action on his own behalf and on behalf of a proposed class of similarly situated persons.

2. The First Defendant, DoorDash Inc., is a corporation duly incorporated pursuant to the laws of the State of Delaware, in the United States of America. DoorDash's head office is at 901 Market Street, Suite 600, San Francisco, California. It carries on business in British Columbia, Manitoba, Saskatchewan and Newfoundland and Labrador, as "DoorDash Inc".

3. The Second Defendant, DoorDash Technologies Canada Inc. ("DoorDash Canada") is a corporation duly incorporated pursuant to the laws of British Columbia, with its head office in Vancouver, British Columbia. It is extra-provincially registered, and carries on business, in British Columbia, Manitoba, Saskatchewan and Newfoundland and Labrador, as DoorDash Technologies Canada Inc. Its address for service is: 1066 W Hastings St #2300, Vancouver, BC V6E 3X2.

4. At all material times, DoorDash Inc. and DoorDash Canada acted in concert and jointly in carrying out their business activities. The Defendants shall be referred to collectively as DoorDash

## THE CLASS

5. The Plaintiff brings this action under the ***Class Actions Act*** SNL 2001 c. C-18.1 on their own behalf and on the behalf of:

> All persons in Newfoundland and Labrador, Manitoba, Saskatchewan, and British Columbia, whose personal information was recorded and/or stored by DoorDash as of October 25th, 2025 and whose personal information was accessed by unauthorized individuals on or before October 25th, 2025.

## BACKGROUND

6. DoorDash is a logistics technology company operating throughout North America. DoorDash develops markets and operates the DoorDash Internet Application - which is accessible either via an Internet browser or a dedicated smartphone application (**"DoorDash App"**), which allows DoorDash users **("Users")** to submit requests to local food-service providers **("Merchants")** for food delivery or pick-up. The DoorDash App facilitates payment, part of which is retained by DoorDash for the services it provides.

7. When a User submits a request for food pick-up, the DoorDash App then alerts the Merchant, which prepares the requested items for pick-up by the User.

8. When a User submits a request for food delivery, the DoorDash App also alerts DoorDash drivers **("Drivers")** via the DoorDash - Driver Internet Application **("Driver App").** Drivers may then choose to provide delivery services using the Driver App. The DoorDash App facilitates payment to the Driver, which is calculated based on factors including any tips provided by the User in the course of placing and receiving their order.

9. In order to gain access to the services provided through the DoorDash App, a User must register a profile on the DoorDash App and agree to the DoorDash terms and conditions. As part of the process of signing up for the services, and in order to download and use the DoorDash App, a User must provide DoorDash with personal information including, but not limited to:

   a. Name;
   b. Email address;

c. Mobile phone number;
d. A password;
e. Credit card information;
f. Credit card billing addresses;
g. An address, or multiple addresses, for receipt of food deliveries; and

10. In order to gain access to the services provided through the Driver App, a Driver must register a profile on the Driver App and agree to the DoorDash terms and conditions. As part of the process of signing up for the services, and in order to download and use the Driver App, a Driver must provide DoorDash with personal information including:

a. Name;
b. Email address;
c. Mobile phone number;
d. A password;
e. Address;
f. A driver's license number;
g. Social Insurance Number to facilitate background checks; and
h. Banking or credit card information to facilitate payment.

11. By agreeing to the DoorDash terms and conditions, Users and Drivers must also agree to DoorDash's collection of information including, but not limited to:

a. Internet browsing data;
b. Internet Service Provider domain name; and
c. Device location data.

12. All of the above will be referred to as the **"Personal Information"**.

13. The Plaintiff and Class Members provided the Personal Information to the Defendants. The Defendants recorded and stored the Personal Information provided by the Plaintiff and the Class Members on its network(s), pursuant to the DoorDash terms and conditions, including any DoorDash privacy policies which were in effect at the relevant times.

## MATERIAL FACTS

14. On or about November 13th, 2025, DoorDash notified its Users that on October 25th, 2025 it experienced a data breach.

15. The breach was caused by a DoorDash employee falling victim to a social engineering scam which tricked him/her into providing access to a third-party who breached DoorDash's systems.

16. The October 25, 2025 data breach is not the first such data breach DoorDash has experienced. In May, 2019 unauthorized individuals accessed personal information, held by DoorDash, provided by at least 4.9 million individuals worldwide. DoorDash also experienced an unauthorized data breach in 2022.

**THE PROPOSED REPRESENTATIVE PLAINTIFF**

17. The Plaintiff, Brian Abbott, is a registered user of the DoorDash App as a User. He has been a User since about 2017. When registering to use the DoorDash App, the Plaintiff was required to provide Personal Information.

18. The Plaintiff expected and relied on the Defendants' guarantees that his Personal Information would be protected and safeguarded pursuant to DoorDash's terms and conditions, including DoorDash's privacy policy, and relevant statutes.

19. On **November 13th, 2025,** the Plaintiff received an email from noreply@messages.doordash.com, which stated:

> Dear Brian,
>
> On October 25, 2025, our team identified a cybersecurity incident that involved an unauthorized third party gaining access to and taking certain user contact information, which varied by individual but may have included first and last name, phone number, email address and physical address. Our investigation has since confirmed that your personal information was affected.
>
> No sensitive information was accessed by the unauthorized third party and we have no indication that the data has been misused for fraud or identity theft at this time.
>
> What can you do: It is always a good idea to be cautious of unsolicited communications asking for your personal information. Avoid clicking on links or downloading attachments from suspicious emails. Do not provide personal information on unfamiliar websites.
>
> What we are doing: We have already taken steps to respond to the incident, including deploying enhancements to our security systems, implementing

additional training for our employees, bringing in a leading cybersecurity forensic firm to assist in our investigation of this issue, and notifying law enforcement for ongoing investigation.

We are committed to protecting your privacy and are grateful to all our users for their trust in our platform. We apologize for any concern this may cause. If you have questions, please visit our Help Center or call our dedicated call center at +1-833-918-8030 (available toll-free in English or French, Monday to Friday from 6am-8pm PST and weekends from 8am-5pm PST). Please use reference code B155060 when calling.

Sincerely,

DoorDash

## CAUSES OF ACTION

### a. Statutory Breach of Privacy

20. Pursuant to section 3 the ***Privacy Act***, RSNL 1990, c P-22:

> **Violation of privacy**
>
> 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.

21. Pursuant to section 1 of the ***Privacy Act***, RSBC 1996, c 373:

> **Violation of privacy actionable**
>
> 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.

22. Pursuant to section 2 of the ***Privacy Act***, RSS 1978, c P-24:

**Violation of privacy**

(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.

23. Pursuant to section 2 of the ***Privacy Act***, CCSM c P125:

**Violation of privacy**

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.

**b. Action without proof of damage**

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

24. The Plaintiff and proposed class members, had a reasonable expectation of privacy over their personal information which was held by the Defendants and taken by third parties on October 25th, 2025.

25. The cyber security incident which occurred on or before October 25th is at least the third such incident suffered by the Defendants in less than seven years. The Defendant's therefore:

a. knew there existed an interest by unauthorized third parties in DoorDash's users' and drivers' personal information;

b. knew there had been multiple successful attempts to retrieve such information from the Defendants' possession in the past seven years;

c. exhibited reckless conduct by continuing to take insufficient steps to prevent subsequent unauthorized access to its users' and drivers' personal information, including Class Members herein.

26. The acts and omissions and otherwise reckless conduct of the Defendants in failing to safeguard the personal information accessed by unauthorized third parties amounts to a wilful breach of the Plaintiff's and proposed class members' privacy.

27. The Plaintiff states that the concept of the right to privacy includes an individual's right to control the use of their personal information, and the degree to which it is disclosed and to whom it is disclosed. The disclosure of personal information to some persons does not, by law, mean there is no remaining privacy interest in controlling who else has access to the information.

28. The Plaintiffs plead and rely upon ***G.D. v. South Coast British Columbia Transportation Authority***, 2024 BCCA 252 (leave to appeal to the *Supreme Court of Canada* dismissed) which states that a data custodian who fails to adequately safeguard personal information in a data breach can be liable for a statutory tort of breach of privacy, which exist in Newfoundland and Labrador, Manitoba, Saskatchewan, and British Columbia.

**RELIEF SOUGHT**

29. The Plaintiff repeats the foregoing paragraphs and state that as a result of the Defendants' statutory breaches of privacy described above, the Plaintiff and class members suffered damages for which they are entitled compensation.

30. The Plaintiff therefore seeks the following relief on their own behalf and on behalf of the Classes, all to be assessed and quantified based upon evidence at trial:

a. damages for breach of privacy;
b. damages for pain and suffering, nervous shock, and loss of enjoyment of life;
c. an order for an aggregate money award pursuant to s. 29 of the ***Class Actions Act***;
d. aggravated, punitive and/or exemplary damages;
e. special damages, to be determined;
f. costs of providing appropriate notice to Class members and administering this proposed class action for their benefit;
g. costs, including fees of expert witnesses in attending at discovery and/or trial, and HST on the same;

h. interest pursuant to the ***Judgement Interest Act***, RSN 1990, c J-2; and
i. such further and other relief as this Honourable Court deems just, equitable and appropriate in all of the circumstances

31. The Plaintiff proposes that this proceeding be tried at the Judicial Centre of St. John's, Newfoundland and Labrador.

32. Pursuant to Rule 6.07(h) of the ***Rules of the Supreme Court, 1986***, the Plaintiff is entitled to serve the Defendants outside the province because the proceeding is founded on a tort committed within the province.

DATED AT St. John's, in the Province of Newfoundland and Labrador, this 20th day of NOVEMBER, 2025.

Robert W. Buckingham
Counsel for the Plaintiff
Bob Buckingham Law
81 Bond Street
St. John's, NL A1C 1T2
bob@buckinghamlaw.ca

TO: The First Defendant
DoorDash Inc.
901 Market Street
Suite 600
San Francisco, California

AND TO: The Second Defendant
DoorDash Technologies Canada Inc.
1066 W Hastings St #2300
Vancouver, BC V6E 3X2

ISSUED AT St. John's, in the Province of Newfoundland and Labrador, this 20th day of November 2025.

Court Officer/Officer de Cour

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NOTICE TO DEFENDANTS

You are hereby notified that the plaintiff may enter judgment in accordance with the statement of claim or such order as, according to the practice of the Court, the plaintiff is entitled to, without any further notice to you unless within 45 days, after service hereof upon you, you cause to be filed in the Registry of the Supreme Court of Newfoundland and Labrador at 309 Duckworth Street, St. John's, Newfoundland and Labrador, a defence and unless within the same time a copy of your defence is served upon the plaintiff or the plaintiff's solicitors' stated address for service.

Provided that if the claim is for a debt or other liquidated demand and you pay the amount claimed in the statement of claim and the sum of $_____ (such sum as may be allowed on taxation) for costs to the plaintiff or the plaintiff's solicitors within ten days from the service of this notice upon you, then this proceeding will be stayed.

TO: The First Defendant
DoorDash Inc.
901 Market Street
Suite 600
San Francisco, California

AND TO: The Second Defendant
DoorDash Technologies Canada Inc.
1066 W Hastings St #2300
Vancouver, BC V6E 3X2

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AFFIDAVIT OF SERVICE

I, _____ of _____, in the Province of Newfoundland and Labrador, make oath and say as follows:

1. On _____ at _____ A.M/P.M., I served _____ with the Statement of Claim by leaving a copy with _____ at _____

2. I was able to identify the person by means of _____

SWORN TO at the City of St. John's, in the Province of Newfoundland and Labrador, this ____ day of _____, 2025, in the presence of:

_____ _____