

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Class Actions)

NO: 500-06-001210-224

ALI E [REDACTED], having an elected domicile at
276 St-Jacques Street, suite 801, District of
Montreal, Province of Quebec, H2Y 1N3

Applicant

v.

WHATSAPP LLC, legal person having its
head office at 1601 Willow Road, Menlo Park,
California, 94025, USA

and

META PLATFORMS, INC., legal person
having its head office at 1601 Willow Road,
Menlo Park, California, 94025, USA

Defendants

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION AND TO
APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF
(ARTICLES 571 AND FOLLOWING C.C.P.)**

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
AND FOR THE DISTRICT OF MONTREAL, THE APPLICANT STATES:**

1. The Applicant seeks authorization to institute a class action on behalf of the following class of which he is a member:

Class:

All WhatsApp users in Canada whose phone numbers were compromised in the month of November 2022 and whose personal information was then put up for sale on the dark web.

(hereinafter the “**Class**”)

or any other class to be determined by the Court;

THE PARTIES:

2. The Applicant is a consumer within the meaning of Quebec's *Consumer Protection Act* (the "**CPA**") and the Civil Code;
3. Defendant WhatsApp LLC ("**WhatsApp**") offers the WhatsApp services via its mobile application, which it describes as follows, as appears from **Exhibit P-1**:

WhatsApp is free and offers simple, secure, reliable messaging and calling, available on phones all over the world.

...

WhatsApp started as an alternative to SMS. Our product now supports sending and receiving a variety of media: text, photos, videos, documents, and location, as well as voice calls. Some of your most personal moments are shared with WhatsApp, which is why we built end-to-end encryption into our app. Behind every product decision is our desire to let people communicate anywhere in the world without barriers.

4. WhatsApp prides itself on being a private and secure messaging service, with "End-to-end encryption", as it appears from **Exhibit P-2**:

Message Privately. Speak Freely.

We've built WhatsApp with industry-leading end-to-end encryption so your personal messages are protected by default, and stay between you and those you send them to. No one else, not even WhatsApp, can read or listen to them. What you share, and with whom you share it, is fully under your control.

Your privacy is automatic

End-to-end encryption

Conversations in end-to-end encrypted chats are clearly labeled with a gold message; these messages and calls stay between you, and no one else can read or listen to its content, not even WhatsApp.

Messages are stored on your device

Your messages belong to you. That's why your messages are stored on your phone, and **we don't share them with advertisers.**

5. Defendant Meta Platforms, Inc. ("**Meta**"), formerly Facebook, is the parent company of WhatsApp. WhatsApp shares and collects with Meta who is directly

involved in WhatsApp application and operations, as it appears from Exhibit P-2 and the Privacy Policy available via hyperlink in Exhibit P-2, communicated herewith as **Exhibit P-3**;

THE ISSUE:

6. On November 24, 2022, it was widely reported that the personal information of Class Members was compromised, as it appears from the article titled “*Nearly half a billion compromised WhatsApp numbers up for sale - The numbers could end up in the hands of fraudsters and impersonators*”, communicated herewith as **Exhibit P-4**:

More than 480 million WhatsApp users’ phone numbers have been compromised, and the database of the numbers is currently up for sale on a hacking forum.

As reported by CyberNews, 487 million WhatsApp numbers are up for sale, and they belong to users from 84 different countries, including Canada, the United States, the United Kingdom, India and more.

Out of the 487 million, the database contains more than 44.8 million numbers from Egypt, 35.5 million from Italy and 32.3 million from the United States. Canadian compromised phone number count isn’t as high as some of the other countries, coming in at roughly 3.5 million.

7. A copy of the CyberNews article referred to above and titled “*WhatsApp data leak: 500 million user records for sale online*” is communicated herewith as **Exhibit P-5**;
8. According to multiple media reports, on November 28, 2022, despite the overwhelming evidence and the fact that its users’ information was actively being sold on hacker forums (i.e. the dark web) online, WhatsApp denied the data breach and said that its users’ data was “safe”, as it appears from **Exhibit P-6**;
9. Applicant alleges that WhatsApp did not have a sufficient system or adequate measures in place to adequately protect the risks of its users’ personal and highly sensitive information being either: (a) improperly accessed; (b) stolen; and (c) compromised;
10. Despite its users’ information currently being sold on the dark web, WhatsApp has not offered any information or solutions;
11. According to experts, the theft and disclosure of Class Members’ personal information to third parties, even if just their phone numbers, will cause serious damages, as it appears from a Reader’s Digest Canada article titled “*Alarming Things Hackers Can Do with Just Your Cell Phone Number*”, communicated as **Exhibit P-7**:

After contacting some security experts for their take, it turns out that finding important details about someone's life with just a phone number is incredibly alarmingly easy...and profitable. "In the wrong hands, your cell number can be used to steal your identity and take over almost every online account you have," Veronica Miller, cybersecurity expert at VPNOverview, tells Reader's Digest.

There are several ways a hacker can use a phone number to turn your life upside down. Here are some ways criminals can target you and how to protect yourself.

12. This Court has previously found (see *Zuckerman v. Target Corporation*, 2017 QCCS 110) that "setting up credit monitoring and security alerts, obtaining credit reports, and cancelling cards or closing accounts and replacing them are not "ordinary annoyances, anxieties and fears that people living in society routinely, if sometimes reluctantly, accept" but may amount to something more" (para. 73);

I. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF (S. 575 C.C.P.):

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT:

13. The Applicant has been using WhatsApp for several years;
14. Like all Class Members, the Applicant's WhatsApp account is linked and associated to his phone number;
15. Although the Applicant and Class Members do not pay for the WhatsApp application and service (in Exhibit P-2 WhatsApp uses the term "free" but puts an unfindable footnote near this word), the contract is still a consumer contract for the use of services governed by the CPA (WhatsApp is a for-profit business and its parent company, Meta, is a publicly traded corporation on the NASDAQ with a \$300 billion market cap);
16. The Applicant's contractual relationship with WhatsApp includes and requires that WhatsApp and Meta take adequate measures and precautions to safeguard the personal and confidential information he provides them with, including his phone number;
17. This is all the more so in the present case given that WhatsApp declares and boasts about its "industry-leading end-to-end encryption" and security and privacy features (Exhibit P-2). It turns out that these representations did not live up to their expectations and were therefore false representations within the meaning of the CPA;
18. The Defendants' contractual obligations towards the Applicant include the protection and non-disclosure of his personal and confidential information;

19. The Defendants' security measures in place before the breach were clearly insufficient;
20. Therefore, the Applicant is entitled to claim damages, as well as punitive damages in an amount to be determined, pursuant the CPA and the Quebec Charter;
21. The Applicant's claim for damages is based on breaches by the Defendants of the following legislation:
 - a) Articles 3, 35 and following, and 1458 C.C.Q.;
 - b) Articles 5 and 49 of the Quebec Charter;
 - c) Section 16, 40-42 and 215 and following CPA;
 - d) Articles 5 and 14 of *An Act respecting the Protection of Personal and Private Information in the Private Sector* (Quebec); and
 - e) Sections 5 and following and Schedule 1 of PIPEDA.
22. The Applicant further submits that the Defendants should be required to pay for anti-tracking software due to their breaches and negligence;
23. The Applicant's damages are a direct and proximate result of the Defendants omissions, breaches and negligence;

B) THE CLAIMS OF THE MEMBERS OF THE CLASS RAISE IDENTICAL, SIMILAR OR RELATED ISSUES OF LAW OR FACT:

24. The recourses of the Class members raise identical, similar or related questions of fact or law, namely:
 - a) Were Defendants negligent in the storing and safekeeping of the personal information of the Class members whose information was compromised?
 - b) Once informed of the breach, did the Defendants act negligently?
 - c) Are Class members entitled to compensatory, moral or punitive damages and in what amounts?
25. All Class members have a common interest in proving the Defendants' liability;
26. In this case, the legal and factual backgrounds at issue are common to all members of the Class;
27. Every Class member subscribed to WhatsApp services under the term that their private information would be safeguarded, whereas Defendants failed in doing so;
28. Every member of the Class is entitled to claim damages and to request that the

Defendants pay for a permanent anti-tracking software. Some Class members may even have the change their phone numbers, which is an enormous inconvenience in today's digital age;

29. Class members are also justified in claiming an aggregate amount for moral damages, punitive damages, and damages troubles and inconvenience;
30. All of the damages to the Class members are a direct and proximate result of the Defendants' negligence and breaches;
31. Individual questions, if any, pale by comparison to the common questions that are significant to the outcome of the present Application;
32. The dispute between the parties relates in part to the Defendants' activities in Quebec;
33. Class Members' claim for damages is based on the following:
 - a) *Civil Code of Québec*, CQLR c CCQ-1991, including articles 3, 35 and following, and 1458 (Quebec);
 - b) *Charter of Human Rights and Freedoms*, CQLR c C-12, including articles 5 and 49 (Quebec);
 - c) *Consumer Protection Act*, CQLR c P-40.1, including sections 16, 40-42, 215 and ff. and 272 (Quebec);
 - d) *An Act respecting the Protection of Personal and Private Information in the Private Sector*, CQLR c P-39.1, including articles 5, 10, and 14 (Quebec);
 - e) *Consumer Protection Act, 2002*, SO 2022, c 30, Sch A, including sections 8, 11, 14-15, and 17-18 (Ontario);
 - f) *Freedom of Information and Protection of Privacy Act*, RSO 1990, c F.31, including sections 38, 39, 41, 42, and 61 (Ontario);
 - g) *Privacy Act*, RSBC 1996, c 373, including section 1 (British Columbia);
 - h) *Business Practices and Consumer Protection Act*, SBC 2004, c 2, including sections 4, 5, and 7-10, 171-172 (British Columbia);
 - i) *Freedom of Information and Protection of Privacy Act*, RSBC 1996 c 165 (British Columbia);
 - j) *Consumer Protection Act*, RSA 2000, c C-26.3, including sections 5-9, 13, and 142.1 (Alberta);

- k) *Personal and Private Information Protection Act*, SA 2003, c P-6.5 (Alberta);
- l) *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25 (Alberta);
- m) *The Consumer Protection and Business Practices Act*, SS 2013, c C-30.2, including sections 5-9, 16, 18-23, 26, 36, and 93 (Saskatchewan);
- n) *The Privacy Act*, RSS 1978, c P-24, including section 2 (Saskatchewan);
- o) *The Freedom of Information and Protection of Privacy Act*, SS 1990-91, c F-22.01 (Saskatchewan)
- p) *The Business Practices Act*, CCSM, c B120, including sections 2-9 and 23 (Manitoba);
- q) *The Privacy Act*, CCSM c P125, including section 2 (Manitoba);
- r) *The Freedom of Information and Protection of Privacy Act*, CCSM c F175 (Manitoba);
- s) *Consumer Product Warranty and Liability Act*, SNB 1978, c 18.1, including sections 4, 13, 15, and 23 (New Brunswick);
- t) *Right to Information and Protection of Privacy Act*, SNB 2009, c R-10.6 (New Brunswick);
- u) *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1, including sections 7-10 and *Trade Practices Act*, RSNL 1990, c T-7, including sections 5-7 and 14 (Newfoundland and Labrador);
- v) *Privacy Act*, RSNL 1990, c P-22, including section 3 (Newfoundland and Labrador);
- w) *Access to Information and Protection of Privacy Act*, 2015, SNL 2015, c A-1.2 (Newfoundland and Labrador);
- x) *Consumer Protection Act*, RSNS 1989, c 92, including sections 26-29 (Nova Scotia);
- y) *Freedom of Information and Protection of Privacy Act*, SNS 1993, c 5 (Nova Scotia);
- z) *Business Practices Act*, RSPEI 1988, c B-7, including sections 2-4 (Prince Edward Island);

- aa) *Freedom of Information and Protection of Privacy Act*, RSPEI 1988, c F-15.01 (Prince Edward Island);
- bb) *Consumers Protection Act*, RSY 2002, c 40, including sections 58 and 86 (Yukon);
- cc) *Access to Information and Protection of Privacy Act*, RSY 2002, c 1 (Yukon);
- dd) *Consumer Protection Act*, RSNWT 1988, c C-17, including sections 70-71 (Northwest Territories);
- ee) *Access to Information and Protection of Privacy Act*, SNWT 1994, c 20 (Northwest Territories);
- ff) *Consumer Protection Act*, RSNWT (Nu) 1988, c C-17, including sections 70-71 (Nunavut);
- gg) *Access to Information and Protection of Privacy Act*, SNWT (Nu) 1994, c 20 (Nunavut);
- hh) *Competition Act*, RSC 1985, c C-34, including sections 36 and 52 (Canada);
- ii) *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, including sections 5 and following and Schedule 1 (Canada);
- jj) *Digital Privacy Act*, S.C. 2015 (Canada);
- kk) Tort of intrusion upon seclusion;
- ll) Breach of privacy;
- mm) Breach of confidence;
- nn) Breach of contract;
- oo) Violation of Privacy Policy;
- pp) Vicarious liability;
- qq) Trouble, inconvenience, and lost time;
- rr) Stress and anxiety;
- ss) Identity theft protection;
- tt) Waiver of torts;
- uu) Unjust enrichment;

vv) Constructive trust;

ww) Restitution;

xx) Disgorgement;

C) THE CLASS

34. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings;
35. The Applicant conservatively estimates the number of persons included in the class to be in the millions (see Exhibit P-4 referring to more than 3.5 million Canadians);
36. The names, phone numbers and contact information of all persons included in the Class are not known to the Applicant, however, are all in the possession of the Defendants;
37. Class members are very numerous and are dispersed across the country;
38. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class member to obtain mandates and to join them in one action;
39. In these circumstances, a class action is the only appropriate procedure for all of the members of the Class to effectively pursue their respective rights and have access to justice without overburdening the court system;

D) THE CLASS MEMBER REQUESTING TO BE APPOINTED AS REPRESENTATIVE PLAINTIFF IS IN A POSITION TO PROPERLY REPRESENT THE CLASS MEMBERS

40. The Applicant requests that he be appointed the status of representative plaintiff for the following main reasons:
 - a) he is a member of the Class and has a personal interest in seeking the conclusions that he proposes herein;
 - b) he is competent, in that he has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
 - c) his interests are not antagonistic to those of other Class members;
41. Additionally, the Applicant respectfully adds that:
 - a) he has the time, energy, will and determination to assume all the responsibilities incumbent upon him in order to diligently carry out the action;

- b) he mandated his attorneys to file the present application for the sole purpose of having his rights, as well as the rights of other Class members, recognized and protected so that they can be compensated and force the Defendants to pay for and offer them an anti-tracking software;
 - c) he cooperates and will continue to fully cooperate with his attorneys, who have experience in consumer protection-related class actions;
 - d) he understands the nature of the action;
42. As for identifying other Class members, the Applicant draws certain inferences from the situation and realizes that by all accounts, there is a very significant number of Class members that find themselves in an identical situation, and that it would not be useful to attempt to identify each of them given their sheer numbers;
43. For the above reasons, the Applicant respectfully submits that his interest and competence are such that the present class action could proceed fairly and in the best interest of Class members;

II. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

44. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages and injunctive relief;
45. The conclusions that the Applicant wishes to introduce by way of an originating application are:

GRANT the Representative Plaintiff's action against Defendants on behalf of all Class members;

ORDER the Defendants to permanently provide Class members with anti-tracking software for their devices associated to the compromised information;

CONDEMN the Defendants to pay the Representative Plaintiff and Class members compensatory damages in an amount to be determined;

CONDEMN the Defendants to pay the Representative Plaintiff and Class members moral damages and damages for troubles and inconvenience in an amount to be determined;

CONDEMN the Defendants to pay Class members an amount to be determined on account of punitive damages;

ORDER the collective recovery of all damages to the Class members;

CONDEMN the Defendants to pay interest and the additional indemnity on the above sums according to law from the date of service of the *Application to Authorize a Class Action*;

DECLARE that Defendants are solidarily liable for the monetary condemnation pronounced against the other;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action at all levels, including the cost of all exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

RENDER any other order that this Honourable Court shall determine;

III. JURISDICTION

46. The Applicant requests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal, because he is a consumer and resides in this district.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **AUTHORIZE** the bringing of a class action in the form of an originating application in damages, punitive damages and for injunctive relief;
2. **APPOINT** the Applicant the status of Representative Plaintiff of the persons included in the Class herein described as:

Class:

All WhatsApp users in Canada whose phone numbers were compromised in the month of November 2022 and whose personal information was then put up for sale on the dark web.

or any other Class to be determined by the Court;

3. **IDENTIFY** the principal questions of fact and law to be treated collectively as the following:
 - a) Were Defendants negligent in the storing and safekeeping of the personal information of the Class members whose information was compromised?
 - b) Once informed of the breach, did the Defendants act negligently?

- c) Are Class members entitled to compensatory, moral or punitive damages and in what amounts?

4. **IDENTIFY** the conclusions sought by the class action to be instituted as being the following:

1. **GRANT** the Representative Plaintiff's action against Defendants on behalf of all Class members;
2. **ORDER** the Defendants to permanently provide Class members with anti-tracking software for their devices associated to the compromised information;
3. **CONDEMN** the Defendants to pay the Representative Plaintiff and Class members compensatory damages in an amount to be determined;
4. **CONDEMN** the Defendants to pay the Representative Plaintiff and Class members moral damages and damages for troubles and inconvenience in an amount to be determined;
5. **CONDEMN** the Defendants to pay Class members an amount to be determined on account of punitive damages;
6. **ORDER** the collective recovery of all damages to the Class members;
7. **CONDEMN** the Defendants to pay interest and the additional indemnity on the above sums according to law from the date of service of the *Application to Authorize a Class Action*;
8. **DECLARE** that Defendants are solidarily liable for the monetary condemnation pronounced against the other;
9. **ORDER** the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
10. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
11. **CONDEMN** the Defendants to bear the costs of the present action at all levels, including the cost of all exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;
12. **RENDER** any other order that this Honourable Court shall determine;

5. **ORDER** the publication of a notice to the class members in accordance with article 579 C.C.P. pursuant to a further order of the Court, and **ORDER** the Defendants to pay for said publication costs;
6. **FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;
7. **DECLARE** that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;
8. **RENDER** any other order that this Honourable Court shall determine;
9. **THE WHOLE** with costs including publication fees.

Montreal, November 28, 2022

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Mtre Joey Zukran

Attorney for the Applicant

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SUMMONS
(ARTICLES 145 AND FOLLOWING C.C.P)

Filing of a judicial application

Take notice that the Applicant has filed this Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff in the office of the **Superior Court** in the judicial district of **Montreal**.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at **1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6**, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgment may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Applicant in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating Application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff, the Applicant intends to use the following exhibits:

- Exhibit P-1:** Screen capture of the WhatsApp website (<https://www.whatsapp.com/about>);
- Exhibit P-2:** Screen capture of the WhatsApp website (<https://www.whatsapp.com/privacy>);
- Exhibit P-3:** Copy of the WhatsApp privacy policy;
- Exhibit P-4:** Copy of news article titled "*Nearly half a billion compromised WhatsApp numbers up for sale - The numbers could end up in the hands of fraudsters and impersonators*";
- Exhibit P-5:** Copy of CyberNews article referred to above and titled "*WhatsApp data leak: 500 million user records for sale online*";
- Exhibit P-6:** Copy of the news article reporting that WhatsApp denied the data breach;
- Exhibit P-7:** Copy of Reader's Digest Canada article titled "*Alarming Things*

Hackers Can Do with Just Your Cell Phone Number”;

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montreal, November 28, 2022

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Mtre Joey Zukran

Attorney for the Applicant

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NOTICE OF PRESENTATION
(articles 146 and 574 al. 2 C.P.C.)

TO: WHATSAPP LLC
1601 Willow Road, Menlo Park
California, 94025, USA

META PLATFORMS, INC.
1601 Willow Road, Menlo Park
California, 94025, USA

Defendants

TAKE NOTICE that Applicant's *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* will be presented before the Superior Court at **1 Rue Notre-Dame E, Montréal, Québec, H2Y 1B6**, on the date set by the coordinator of the Class Action chamber.

GOVERN YOURSELVES ACCORDINGLY.

Montreal, November 28, 2022

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Mtre Joey Zukran
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