

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT OF
QUEBEC
(Class Action)

No: 500-06-001131-214

AURÉLIA TURON-LAGOT

Plaintiff

v.

FLO HEALTH INC.

Defendant

APPLICATION FOR A TEMPORARY STAY OF PROCEEDINGS
(Articles 18, 49, and 577 CCP)

TO THE HONOURABLE JUSTICE OF THE SUPERIOR COURT WHO WILL BE DESIGNATED TO CASE MANAGE THIS CLASS ACTION, SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE DEFENDANT FLO HEALTH INC. (“FLO HEALTH”) RESPECTFULLY SUBMITS THE FOLLOWING:

I. INTRODUCTION

1. In the following application, Flo Health seeks a temporary stay of the present proceedings until a decision on certification is rendered in the matter of *Sekhon v. Flo Health, Inc.*, Court File No. S-212825 (Vancouver), a national class action filed in the Supreme Court of British Columbia.
2. Three applications to institute class actions have been filed in Canada:
 - The present proceedings, which were filed at the Superior Court of Quebec on February 15, 2021, on behalf of “every person domiciled in Quebec who used the “Flo” application for menstrual cycle, ovulation, and fertility tracking offered by

Flo Health, Inc. between June 1st, 2016 and February 23rd, 2019” (the “**Quebec Application**”);¹

- The *Park* action, filed at the London Registry of the Ontario Superior Court of Justice on March 5th, 2021, on behalf of “all persons residing in Canada, excluding Quebec, who used the App between June 1st, 2016 and February 23rd, 2019”, communicated herewith as **Exhibit F-1** (the “**Ontario Application**”);²
 - The *Sekhon* action, filed at the Vancouver Registry of the British Columbia Superior Court of Justice on March 23rd, 2021, on behalf of a “national class of all Canadian residents who used the Flo: Health & Period Tracker Application (collectively the ‘Class’ or ‘Class Members’)”, communicated herewith as **Exhibit F-2** (the “**British Columbia Application**”);³
3. Importantly, all three Canadian actions assert the same facts and allege the same wrongs. Each action concerns the same false allegation that Flo Health shared private health-related information with third parties for advertising purposes, which is simply not true.
 4. Specifically, the Quebec, Ontario, and British Columbia Applications all allege that:
 - On February 22nd, 2019, the *Wall Street Journal* published an article in which it alleged that it was possible to intercept sensitive personal information communicated by the Flo App to third parties, and that this information can be matched to a user’s device or profile;
 - Following the publication of this article, in 2020, the FTC initiated an investigation which resulted in the filing of a Complaint on January 13th, 2021 regarding Flo Health’s communication of sensitive user data to third parties; and
 - Flo Health’s alleged communication of the data constitutes a breach of representations made in its privacy policies.
 5. Flo Health denies these allegations and intends to vigorously defend against these claims.
 6. As can be seen from the class definitions cited above, the classes proposed in the Quebec, Ontario, and British Columbia Applications overlap significantly.
 7. Every person who would be represented in the provincial class proposed in the Quebec Application would also be represented in the national class proposed in the British Columbia Application.

¹ Translated from the original French, as are all of the excerpts of the Quebec Application that follow. The translations are from the translated version of the present proceeding served upon Flo Health in the state of Delaware.

² *Park v. Flo Health, Inc.*, Court File No. CV-21-00000450-00CP

³ *Sekhon v. Flo Health, Inc.*, Court File No. S-212825.

8. In such circumstances, multi-jurisdictional management of the Canadian class actions is not only necessary, but crucial to efficient and proportional litigation.
9. Flo Health respectfully submits that the efficient management of the Canadian class actions depends on staying the Quebec and Ontario Applications in favour of the British Columbia Application. This would:
 - Allow the litigation to proceed in a single action, on a national basis, thereby facilitating the resolution of the greatest possible number of claims in a single proceeding;
 - Avoid the multiplication of the parties' time, effort, and costs;
 - Avoid the multiplication of the judicial resources expended by the Courts;
 - Respect the proportionality principle that applies to all litigation, but is especially important in class actions; and
 - Eliminate the risk of contradictory judgments and the associated confusion that would ensue.
10. Whether Flo Health should ultimately be liable to Quebec residents is a singular question that should be answered in a single action. A stay of the present proceeding is the necessary first step in achieving this result, and there is no reason to assume that the Quebec members would be prejudiced thereby, especially given the specific allegations of Quebec law found in the British Columbia Application.

II. THE QUEBEC APPLICATION

11. On February 15, 2021, the plaintiff filed an Application for Authorization to Bring a Class Action at the Superior Court of Quebec, as appears from the Court file in the present matter (the "**Quebec Application**").
12. She alleges that Flo Health falsely represented that it would ensure the security of the health information that its users inputted into the Flo application (the "**Flo App**"), that it would keep this information private, and that it would not communicate this information to third parties.
13. The plaintiff contends that Flo Health shared this information with third parties, who used the data for marketing and analytics purposes.
14. More specifically, she alleges that Flo Health shared users' personal data in "unencrypted and identifiable form" with third parties. Flo Health intends to show that this never occurred.
15. Like the other lawsuits filed recently against Flo Health, the Quebec Application is a reaction to two developments in the United States, *i.e.*:

- The publication of a news article in the *Wall Street Journal*, in which the *Wall Street Journal* alleged that its “testing” showed that “sensitive information was sent with a “unique advertising identifier that can be matched to a device or profile” ; and
 - The accusations found in a Complaint filed by the United States Federal Trade Commission (the “FTC”), as well as a press release concerning the settlement of the allegations in the complaint (meaning no findings of fact were made), and related statements of the FTC and its commissioners.
16. Almost all of the factual allegations in the Quebec Application pertaining to the alleged fault of communicating user data⁴ appear to stem from these two sources.
17. The plaintiff seeks the following remedies on behalf of the class:
- Compensatory damages in an amount equal to the value of the data communicated by Flo Health;
 - Punitive damages in an amount of \$5,000,000;
 - Lawyers’ fees, experts’ fees, and costs; and
 - Legal interest and the additional indemnity provided by law.⁵

III. THE SIMILARITIES BETWEEN THE QUEBEC AND B.C. APPLICATIONS

18. The British Columbia Application and the Quebec Application are so similar that they share an identity of parties, facts, and object, as understood in Quebec class actions involving *lis pendens*.

A. IDENTITY OF PARTIES

19. Flo Health is named as a defendant in both the Quebec Application and the British Columbia Application. There is therefore an identity of defendants.
20. The proposed classes also share an identity. As mentioned above, the class description in the Quebec Application is:

Every person domiciled in Quebec who used the “Flo” application for menstrual cycle, ovulation, and fertility tracking offered by Flo Health, Inc. between June 1st, 2016 and February 23rd, 2019.⁶

21. The class description in the British Columbia Application is a “national class of all Canadian residents who used the Flo: Health & Period Tracker Application,” such that the

⁴ These are found in Section D of the Quebec Application.

⁵ Paragraph 39 of the Quebec Application; see also Conclusion E.

⁶ Translated from the original French. The translations in the present motion are all excerpts of the translation of the Quebec Application that was served upon Flo Health in the State of Delaware on March 1, 2021.

British Columbia Application proposes a class that includes every single member of the class proposed in Quebec.

22. Thus, there is an identity of parties.

B. IDENTITY OF FACTS

23. A comparison of the Quebec Application and the British Columbia Application reveals that they allege the same facts and rely on the same three sources, *i.e.*, Flo Health’s privacy policies, the aforementioned *Wall Street Journal* article, and the ensuing FTC investigation.

24. Right from the outset of the two Applications, the similarities are apparent. For instance, the information that users shared on the Flo App is described in very similar terms:

<u>Quebec Application</u>	<u>British Columbia Application</u>
10. Indeed, as soon as they download and open FLO, the putative class members have to enter their name, email address, gender, and date of birth. Thereafter, and throughout their use of FLO, they have to complete their profile with a great deal of information related to their health and well-being, such as their weight, body temperature, heart rate, menstrual dates, symptoms related to their menstrual cycle and sexual activities. ⁷	5. Flo’s application is interactive, and women are asked to input information concerning the dates and duration of their menstrual cycles, information concerning the timing and frequency of sexual intercourse, and ongoing self assessments of their mood and wellness in response to questions generated and posed by the program.

25. Further on, both Applications claim that Flo Health’s Privacy Policy was false or misleading:

<u>Quebec Application</u>	<u>British Columbia Application</u>
4. [...] [T]o promote the use of FLO, the Defendant represented to the putative class members that it would collect, process and use their personal information securely. More specifically, the Defendant represented to them that it would not disclose any personal health information about them to third parties. 5. However, the reality was quite different. To further its commercial interests, the Defendant did business with third parties operating, among other things, in the	4. It is alleged in this action that Flo unlawful [<i>sic</i>] and without authorization shared the private health information of thousands, and likely millions, of Canadian women with third parties. Flo did so for profit. Flo did so in direct violation of its privacy policy and its overt promise to users that it would not disclose their intimate health information, and identifying personal information, to third parties. [...]. 12. Between 2017 and 2019, Flo made

⁷ Emphasis added unless otherwise noted.

advertising and analytical fields. In doing so, it disclosed to them – in an unencrypted and identifiable form – the personal information of the putative class members, including highly sensitive personal health information, and it thereby allowed third parties to track the online behaviour of the members although it did not have the right to do so.

16. In fact, the Defendant's privacy policy - which, according to the Defendant's website, was apparently modified no less than thirteen times between June 15, 2016 and February 19, 2019 (hereinafter, the "Privacy Policy") - **stated that it is only for the purposes necessary for the operation and servicing of FLO that the Defendant may share certain personal information with third parties that supply the software applications, Web hosting and other technologies for the application [...].**

17. **The Defendant also represented that these third parties would not use the personal information shared with them for any purpose other than to provide the services offered by FLO,** the whole as appears from the Privacy Policy, Exhibit R-2.

18. Moreover, as of August 28, 2017, the Defendant expressly specified that the information that may be shared with third parties would **exclude information concerning their cycles, pregnancy, symptoms, notes and health information,** the whole as appears from the Privacy Policy dated August 28, 2017, Exhibit R-2.

representations to its users that the Flo App would keep user's personal information private and that Flo would only use its user's data to provide the Flo App's services.

13. Specifically, in privacy policies in effect between August 28, 2017 and February 19, 2019, **Flo explained that it "may share certain" personal data with third parties, but only for the purposes of operating and servicing the Flo App.** The privacy policies defined "personal data" broadly to include "information about your health" but the privacy policies also asserted that any information shared with third parties would protect users by: **"excluding information regarding your marked cycles, pregnancy, symptoms, notes and other information that is entered by you and that you do not elect to share"** (the "August 28, 2017 to February 19, 2019 Privacy Policies").

26. Both the Quebec and British Columbia Applications treat as fact the statements in a *Wall Street Journal* published an article on February 22, 2019 in which it claimed that it was possible to intercept unencrypted information that included a unique identifier:

Quebec Application

27. **On February 22, 2019, the Wall Street Journal publicly disclosed the Facts alleged herein by publishing an**

British Columbia Application

19. **On February 22, 2019, Sam Schechner and Mark Secada published an article in the Wall Street Journal**

article in which it reported that it had been able to intercept unencrypted identifying personal information transmitted by the Defendant to Facebook. The Wall Street Journal also indicated that this personal information included the unique identifier, the user’s intention to get pregnant, and the moment when the user was having her period, the whole as appears from a copy of the article entitled “You Give Apps Sensitive Personal Information. Then They Tell Facebook” dated February 22, 2019 and disclosed in support hereof as Exhibit R-4.

("WSJ"), revealing that the WSJ was able to intercept unencrypted identifying health information transmitted by the Flo App to Facebook. The report found that this information included a unique advertising identifier, the user's intention to get pregnant, and when the user was menstruating and ovulating ("WSJ Report").

27. Further, both the Quebec Application and the British Columbia Application allege the Complaint filed by the FTC in 2020 after the publication of the *Wall Street Journal* article in 2019. In both Applications, the FTC Complaint is mentioned with the goal of substantiating allegations of a privacy breach:

<u>Quebec Application</u>	<u>British Columbia Application</u>
28. In 2020, the FTC filed a complaint against the Defendant regarding the facts alleged herein, the whole as appears from the FTC’s <i>Complaint</i> , Exhibit R-3.	29. After the publication of the Wall Street Journal Report, the United States Federal Trade Commission ("FTC") issued a Complaint, In the Matter of Flo Health, Inc. Commission File No. 1923133, to the defendant advising that it had reason to believe that the defendant violated the provisions of the Federal Trade Commission Act ("FTC Complaint").

28. Additionally, in both Applications, Flo Health is accused of having taken no remedial action vis-à-vis the third parties to whom the data at issue was allegedly disclosed:

<u>Quebec Application</u>	<u>British Columbia Application</u>
26. Moreover, the Defendant did not take any steps to prevent or limit the use made by these third parties of the personal information to which they had access. [...].	28. Flo has to date taken no steps to ensure that Facebook, or any other third party, delete the plaintiff’s and other class members’ private information and data.

29. Both Applications imply that Flo Health sold users’ data for commercial purposes to Google, Fabric, Facebook, and Appflyer – an allegation that Flo Health vehemently denies:

Quebec Application

British Columbia Application

25. By including sensitive health information in the titles of the Custom Events, the Defendant thereby unlawfully disclosed to third parties, **for commercial purposes**, the personal health information of the putative class members.

26. [...] In fact, the Defendant agreed to the terms of service imposed by the third parties, including those of **Google LLC, Fabric, Facebook Inc., AppFlyers, Inc. and Flurry, Inc.**, giving them free rein to use any personal information collected from the putative class members for their own purposes, including advertising and product improvement, the whole as appears from the FTC's *Complaint*, Exhibit R-3.

17. [...] the Flo app made unauthorized disclosures of its users' personal health information to third parties, including **Google LLC ("Google"), Google's separate marketing service, Fabric ("Fabric"), Facebook, Inc., through its Facebook analytics tool ("Facebook")**, marking [*sic*] firm AppsFlyer, Inc. and analytics firm Flurry, Inc., **for targeted advertising and other commercial exploitation.**

30. The foregoing excerpts show that each action puts forth the same timeline of facts, allegations, and actors: Flo Health allegedly made certain representations in its privacy policies; then the *Wall Street Journal* published an article regarding Flo Health's communication of data to Google, Fabric, Facebook, and AppsFlyer; and then the FTC issued a Complaint.
31. Thus, the Quebec and British Columbia Applications share an identity of facts.

C. IDENTITY OF OBJECT

32. The principal objects of the Quebec and British Columbia proceedings are the same.
33. Both the Quebec and Ontario Applications seek authorization (or "certification") of a class action.
34. Although this suffices to show an identity of object in the circumstances, it is worth noting that on the merits, both proceedings claim compensatory and punitive damages on behalf of Quebec class members (see part 2, paragraph 1, sub-paragraphs d, g, and i in the British Columbia Application and paragraph 39, sub-paragraphs ii and iii in the Quebec one).
35. Finally, both actions seek interest, costs, and "aggregate assessment" or "collective recovery" of damages (see part 2, paragraph 1, sub-paragraphs j to m in the British Columbia Application and paragraph 39, sub-paragraphs iv to viii in the Quebec one).
36. Considering the foregoing, the identity of object criterion is clearly met.
37. The Quebec and British Columbia Applications are therefore so similar that they share all three of the *lis pendens* identities in Quebec private international law.

IV. THE SIMILARITY BETWEEN THE ACTIONS JUSTIFIES A STAY

38. The similarity of these Applications is readily apparent, and in both proceedings, Flo Health intends to show that it never shared users' health-related information with third parties for advertising purposes.
39. Flo Health concedes that despite the identities of parties, facts, and object shared by the Quebec and British Columbia Applications, the conditions for *lis pendens* are not met in this case, since the British Columbia Application was filed 36 days *after* the Quebec Application.
40. However, Flo Health respectfully submits that the Court should resort to its general and inherent powers to order a temporary stay of the Quebec Application until judgment is rendered on certification in British Columbia, for the following reasons.
41. Regardless of the specific timing of the filing of the Applications, their similarity justifies a stay. Should both proceed at once, there would necessarily be a multiplication of time invested and costs incurred, for both the class members and the defendant.
42. Indeed, neither the class members nor the defendant would be well served by having to file, contest, or conduct:
 - Multiple sets of evidentiary documents to contest authorization and certification;
 - Multiple pre-authorization (or pre-certification) examinations of representative plaintiffs (assuming examinations are permitted); and
 - Multiple sets of written legal arguments to contest authorization and certification.
43. Perhaps more significantly, there would be a multiplication of judicial resources, which can undermine access to justice, one of the fundamental values (and the very *raison d'être*) of class actions. Indeed:
 - Multiple case management judges would be appointed to deal with overlapping classes, which means that two case management judges would be making decisions that affect the Quebec class members;
 - These case management judges would be called upon to decide objections to questions and undertakings put to the proposed representative plaintiffs in any examinations;
 - Multiple sets of hearings on pre-authorization or pre-certification applications would be held; and
 - Multiple hearings on whether the Quebec members' action should move forward would have to be held, and multiple judges would have to consider multiple sets of distinct arguments in making their decision.

44. Flo Health submits that it is especially important to avoid such multiplication of the parties' and the Courts' time, effort, and resources in actions such as this one, which will involve very complex questions of fact, including but not limited to: the inner workings of the Flo App, the workings of any integrated software development kits, the nature of unique device identifiers, and the processes used by Flo Health to ensure data security and confidentiality.
45. Moreover, such multiplication raises the possibility of contradictory judgments.
46. The Quebec and British Columbia Courts have each been called upon to determine whether Flo Health should ultimately be liable to the very same class members (*i.e.*, Quebec residents). This is a singular question that should be answered in a single action. Conflicting answers would necessarily create confusion, uncertainty, and contradiction. This would be problematic for putative class members and for the defendant, not to mention the Courts, which would be faced with the impossible task of reconciling two judgments that come to opposite conclusions.
47. For all of these reasons, one action should be stayed in favour of another. The question is which action should proceed.
48. In the circumstances, Flo Health submits that the answer is obvious, given the scope of the Quebec and British Columbia class definitions.
49. The Quebec action is merely provincial in scope, while the British Columbia action is brought on behalf of all users of the Flo App across Canada. The British Columbia action therefore has a clear advantage over the Quebec action, as it would allow for a resolution of a far greater number of claims.
50. Allowing the British Columbia action to proceed ahead of the Quebec action therefore respects the procedural imperative of proportionality. Flo Health submits that while proportionality applies to all files, at all stages thereof, it is a particularly important consideration in class action matters, given the significant resources that are typically invested therein.

V. THE QUEBEC MEMBERS' RIGHTS AND INTERESTS WOULD NOT BE ADVERSELY AFFECTED BY A STAY

51. A stay would not have an adverse effect on the rights and interests of Quebec class members. The British Columbia proceeding specifically contemplates Quebec members' rights, as well as the particularities of Quebec law.
52. Indeed, unlike in many national class proceedings, rather than merely listing the names of applicable extra-provincial statutes, the British Columbia plaintiff's counsel have gone a step further and included explanations of how statutes across the country were breached, and which specific provisions are relevant.
53. Thus, in a section of the British Columbia Application entitled "Statutory Torts for Breach of Privacy," different allegations are put forward on behalf of class members in different parts of the country:

6. Flo's unauthorized disclosure to Facebook and other third parties of the plaintiff's and other Class Members' personal information, health data, and data - as set out in the whole of this claim, was in violation of the Privacy Policies and substantially, unreasonably, wilfully, and without claim of right violated the privacy of the plaintiff and other Class Members.

7. With respect to Class Members resident in British Columbia, Manitoba, Saskatchewan, and Newfoundland and Labrador, Flo's conduct consisted of a tort pursuant to the Privacy Act, RSBC 1996, c 373; The Privacy Act, CCSM c P125; The Privacy Act, RSS 1978, c P-24; and The Privacy Act, RSNL 1990, c P-22. In each of these jurisdictions, Flo's tort is actionable without proof of damage.

8. With respect to Class Members in Ontario, Flo breached breached the provisions of the Personal Health Information Protection Act, 2004 S.O. 2004, c. 3 by releasing personal health information and the Class Members claim damages pursuant to section 65 of Personal Health Information Protection Act.

9. With respect to Class Members resident in Quebec, Flo breached arts. 35, 36, and/or 37 of the CCQ by failing to obtain consent of those Class Members to disclose their personal information. As a result, Class Members resident in Quebec are entitled to moral and material damages pursuant to arts. 1457 and 1643⁸-1464 of the CCQ, and punitive damages pursuant to art. 49 of the Quebec Charter of Human Rights and Freedoms [emphasis added].

54. This excerpt shows that British Columbia counsel are aware of the differences in the bases for the claims of class members in the various jurisdictions of Canada, including Quebec.
55. It also shows that British Columbia counsel understand that in the context of national litigation, the civil law concepts of "moral" and "material" damages must be accounted for.
56. Clearly, British Columbia counsel have already invested time and effort in researching Quebec law, indicating they are aware of its unique character and are preparing to deal with it in a thorough and informed manner.
57. The British Columbia Application even contains a province-by-province analysis of consumer protections. The section on Quebec reads as follows:

62. With respect to Class Members resident in Quebec:

(v) each Class Member was a "consumer"; and

(w) Flo was a "merchant";

within the meaning of section 1 of the Consumer Protection Act, CQLR c P-40.1.

⁸ This appears to be a typographical error; what was meant is likely "1463" rather than "1643."

63. As set out above and in the whole of this claim, a contract for services was entered into, in the course of Flo's business, between each Class Member in Quebec and Flo, within the meaning of section 2 of the Consumer Protection Act.

64. As set out above and in the whole of this claim, Flo made various representations which were relied on by Class Members when entering into contracts with Flo for videoconferencing⁹ services.

65. As set out above and in the whole of this claim, Flo acted contrary to those representations. The representations made by Flo to Class Members in Quebec were false and misleading and, accordingly, Flo contravened section 219 of the Consumer Protection Act.

66. Class Members are entitled to statutory damages under section 272 of the Consumer Protection Act.

58. As appears from this excerpt, British Columbia counsel have taken the time to analyse the Quebec *Consumer Protection Act*, identify the provisions that allegedly justify its application, identify the provision that was allegedly breached (and explain why), and identify the remedial provision.
59. This once again demonstrates that British Columbia counsel are sensitive to the fact that the rights and interests of Quebec members stem from distinct sources that must be considered with care.
60. With respect to language, and more specifically, concerns about notices and other member communications being sent out in French, Flo Health notes that counsel for the Quebec plaintiff could easily be called upon to translate communications into French if the need arises.
61. Moreover, as counsel in a parallel proceeding, counsel for the Quebec plaintiff would necessarily be obliged to keep the Quebec Court informed of developments in British Columbia. They could therefore undertake to do the same for Quebec class members if counsel in British Columbia is unable.
62. In addition to counsel, the Court can play a role in ensuring that no issues arise with respect to the protection of Quebec members' interests. The *Canadian Judicial Protocol for the Management of Multi-Jurisdictional Class Actions* provides that judges in different jurisdictions may communicate with one another, such that a Quebec judge could communicate with her British Columbia colleague, in order to ensure that the action is progressing in a manner that is satisfactory to the Superior Court of Quebec.
63. Finally, nothing in the file suggests that British Columbia counsel have disregarded Quebec members or their rights in any way, shape, or form. Flo Health submits that in the absence of any evidence of a problem in this regard, the Court should not assume that the protection of Quebecers' rights in a British Columbia Court is necessarily difficult or problematic.

⁹ This appears to be a second typographical error.

VI. THE DURATION OF THE REQUESTED STAY

64. Flo Health is requesting a temporary stay of proceedings until judgment on certification is rendered in British Columbia, rather than asking that the proceedings be stayed until a final judgment on the merits.
65. The temporary nature of the stay would allow the parties and the Court to re-assess whether it is still warranted in light of how the British Columbia action unfolds, and in light of the reasons for certification, should certification be granted.
66. This allows for a flexible approach to management of these proceedings, which is desirable in the Canadian multi-jurisdictional context generally, especially given that there is no federal procedure for formally consolidating parallel class actions in different provinces.
67. It also protects the interests of Quebec class members, who could pursue the litigation after certification in British Columbia, should concerns arise about whether their rights and interests are being adequately protected.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

- A. **STAY** the action brought in Superior Court of Quebec file number 500-06-001131-214 until a judgment on certification is rendered in Supreme Court of British Columbia file number S-212825;
- B. **RESERVE** the parties' respective rights to apply for another stay of proceedings at that time;
- C. **THE WHOLE** with costs, if contested.

Montreal, June 28, 2021

Woods s.e.n.c.r.l./LLP

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Our File: 6782-1

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Class Actions Chamber)

No : 500-06-001131-214

AURÉLIA TURON-LAGOT

Plaintiff

v.

FLO HEALTH, INC.

Defendant

**LIST OF EXHIBITS IN SUPPORT OF THE
APPLICATION FOR A TEMPORARY STAY OF PROCEEDINGS
(ARTICLES 18, 49, AND 577 CCP)**

- F-1:** Copy of the Statement of Claim in the matter of Park v. Flo Health, Court File No. CV-21-00000450-00CP (Ontario)
- F-2 :** Copy of the Notice of Civil Claim in the matter of Sekhon v. Flo Health, Inc., Court File No. S-212825 (British Columbia)

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT OF
QUEBEC
(Class Action)

No: 500-06-001131-214

AURÉLIA TURON-LAGOT

Plaintiff

v.

FLO HEALTH INC.

Defendant

NOTICE OF PRESENTATION

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TAKE NOTICE that the present *Application for a Temporary Stay of Proceedings* will be presented for adjudication before the Superior Court of Quebec, sitting in and for the district of Montreal, at the Montreal Courthouse, located at 1 Notre-Dame Street East, Montreal, Quebec, H2Y 1B6, at a time and date to be determined by the Judge of the Superior Court who will be appointed to manage the present class action.

Montreal, June 28, 2021

Woods s.e.n.c.r.l./LLP

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Our File: 6782-1

No.: 500-06-001131-214

**SUPERIOR COURT
(Class Actions Chamber)
DISTRICT OF MONTREAL
PROVINCE OF QUEBEC**

AURÉLIA TURON-LAGOT

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**APPLICATION FOR A TEMPORARY STAY
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COPY FOR THE PLAINTIFF

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File No.: 6782-1

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