

SETTLEMENT AGREEMENT

Made as of August 21, 2023

Between:

BRUNO SIMARD

(the Plaintiff)

-and-

APPLE INC. and APPLE CANADA INC.

(the Defendants)

TABLE OF CONTENTS

ARTICLE I - DEFINITIONS	2
1.1 DEFINITIONS	2
ARTICLE II - BEST EFFORTS TO SECURE COURT APPROVAL	6
2.1 BEST EFFORTS	6
2.2 COURT APPROVAL REQUIRED FOR ENFORCEABLE AGREEMENT	6
ARTICLE III - OPT-OUT PROCEDURE	6
3.1 COURT APPROVAL OF OPT-OUT PROCESS AND DEADLINES.....	6
ARTICLE IV - SETTLEMENT APPROVAL	7
4.1 APPLICATIONS FOR APPROVAL OF NOTICE OF HEARING.....	7
4.2 APPLICATIONS FOR APPROVAL	8
ARTICLE V - SETTLEMENT BENEFITS	8
5.1 PAYMENT OF SETTLEMENT FUND.....	8
5.2 TAXES AND INTEREST	9
ARTICLE VI - DISTRIBUTION OF THE SETTLEMENT FUND	10
6.1 DISTRIBUTION PROTOCOL	10
6.2 NO RESPONSIBILITY FOR EXTERNAL ADMINISTRATION FEES.....	10
6.3 FONDS D'AIDE	10
6.4 RENDERING OF ACCOUNT AND CLOSING JUDGMENT.....	10
ARTICLE VII - TERMINATION OF SETTLEMENT AGREEMENT	11
7.1 RIGHT OF TERMINATION	11
7.2 IF SETTLEMENT AGREEMENT IS TERMINATED.....	12
7.3 ALLOCATION OF MONIES IN THE ACCOUNT FOLLOWING TERMINATION.....	13
ARTICLE VIII - RELEASES AND DISMISSALS	14
8.1 RELEASE OF RELEASEES	14
8.2 NO FURTHER CLAIMS	14
ARTICLE IX - EFFECT OF SETTLEMENT	14
9.1 NO ADMISSION OF LIABILITY	14
9.2 THIS AGREEMENT NOT EVIDENCE.....	14
ARTICLE X - NOTICE TO CLASS	15
10.1 NOTICE REQUIRED	15
10.2 COSTS OF DISSEMINATING NOTICE	15
10.3 METHOD OF DISSEMINATING NOTICES.....	15

TABLE OF CONTENTS
(continued)

	Page
ARTICLE XI - CLASS COUNSEL AND ADMINISTRATION FEES.....	15
11.1 CLASS COUNSEL FEES AND RELEASE	15
11.2 ADMINISTRATION EXPENSES.....	16
ARTICLE XII - MISCELLANEOUS	16
12.1 APPLICATIONS FOR DIRECTIONS	16
12.2 HEADINGS, ETC.	16
12.3 COMPUTATION OF TIME.....	17
12.4 GOVERNING LAW.....	17
12.5 ENTIRE AGREEMENT.....	17
12.6 AMENDMENTS	17
12.7 NO WAIVER	17
12.8 BINDING EFFECT	17
12.9 COUNTERPARTS.....	18
12.10 NEGOTIATED AGREEMENT	18
12.11 LANGUAGE	18
12.12 TRANSACTION.....	18
12.13 RECITALS.....	18
12.14 SCHEDULES	18
12.15 ACKNOWLEDGEMENTS.....	19
12.16 AUTHORIZED SIGNATURES.....	19
12.17 NOTICE	19
DATE OF EXECUTION	20

RECITALS

- A. WHEREAS the Plaintiff Bruno Simard commenced a proposed class action in the Superior Court of Québec on March 31, 2021, bearing Court file no. 500-06-001140-215 as against the Defendants (the “**Class Action**”);
- B. WHEREAS the Class Action asserts claims against the Defendants on behalf of the Class relating to an alleged defect in the butterfly keyboards of the MacBook computers manufactured and sold by the Defendants;
- C. WHEREAS the Plaintiff maintains that the claims in the Class Action are valid; the Defendants deny all of the allegations asserted by the Plaintiff in the Class Action, and maintain that they have good and valid defences to the claims asserted therein;
- D. WHEREAS the Parties estimate that a further four years of litigation could be required to litigate this matter through trial (excluding appeals);
- E. WHEREAS the Parties participated in a mediation with Mtre. Sylvain Deslauriers on March 13 and 15, 2023, at the end of which they agreed to a binding agreement in principle to settle the Class Action, subject to approval by the Superior Court of Québec, and have continued arm’s-length settlement discussions since the mediation to reach this Settlement Agreement;
- F. WHEREAS the Parties have agreed to enter into this Settlement Agreement in order to achieve an early full and final resolution of the Class Action and to avoid further expense, inconvenience and burdens of protracted litigation, the whole subject to approval by the Superior Court of Québec;
- G. WHEREAS the Parties and their respective counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their respective analyses of the facts and law applicable to the Plaintiff’s claims asserted in the Class Action, and having regard to the burdens and expense of prosecuting the Class Action, including, in particular, the risks and uncertainties associated with trials and appeals, and taking into account the maximum recovery for the Class weighed against those costs, risks, uncertainties and delays, the Parties and their respective counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interest of the Class;
- H. WHEREAS the Plaintiff and Class Counsel agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by, or evidence against the Defendants, or evidence of the truth of any of the Plaintiff's allegations against the Defendants, and the Defendants and Defense Counsel agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed

to be an admission by, or evidence against the Plaintiff or the Class, or evidence of the truth or validity of any of the Defendants' defences or arguments against the Plaintiff's claims; and

- I. WHEREAS the Parties therefore wish to, and hereby do, finally resolve the Class Action and all Released Claims, as defined below, subject to the approval of this Settlement Agreement by the Superior Court of Québec;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that this class action shall be settled on the following terms and conditions:

ARTICLE I - DEFINITIONS

1.1 Definitions

The following terms, as used in this Agreement, including the Recitals, mean:

- (a) **Account** means an interest-bearing trust account with a Canadian financial institution under the control of the Claims Administrator in which the Settlement Amount will be held in trust, including the Settlement Fund, which will be held until distributed pursuant to the Distribution Protocol (**Schedule E**) or as detailed in this Settlement Agreement.
- (b) **Administration Expenses** means all fees, disbursements, expenses, costs, translation costs, taxes and any other amounts incurred by, payable by, or chargeable by the Claims Administrator, for the approval, implementation and operation of this Settlement Agreement including the costs of distribution of the Settlement Fund and the costs of notices to the Class, and this does not include the: (i) internal fees, costs or expenses of the Defendants to provide information to the Claims Administrator in order to provide notices to the Class as provided in the Notice Plan; (ii) fees, costs and disbursements payable to Defence Counsel; and (iii) Class Counsel Fees.
- (c) **Apple** refers collectively to Apple Canada Inc. and Apple Inc., Defendants in the Class Action.
- (d) **Claims Administrator** means RicePoint Administration Inc. or such other entity or person designated by the Parties and appointed by the Court to administer this Settlement.
- (e) **Class** means any physical or legal person who lives in / is domiciled in the Province of Québec and who purchased, owns, or owned, other than for resale, a Class Computer -or- any physical or legal person who lives in / is

domiciled elsewhere but who purchased, other than for resale, such a Class Computer in the Province of Québec, and **Class Member** means any one thereof.

- (f) **Class Action** means the class proceeding commenced by the Plaintiff Bruno Simard in the Superior Court of Québec bearing Court File No. 500-06-001140-215.
- (g) **Class Computer** means any of the following Apple computer models:
- MacBook (Retina, 12-inch, Early 2015)
 - MacBook (Retina, 12-inch, Early 2016)
 - MacBook (Retina, 12-inch, 2017)
 - MacBook Air (Retina, 13-inch, 2018)
 - MacBook Air (Retina, 13-inch, 2019)
 - MacBook Pro (13-inch, 2016, Two Thunderbolt 3 Ports)
 - MacBook Pro (13-inch, 2017, Two Thunderbolt 3 Ports)
 - MacBook Pro (13-inch, 2019, Two Thunderbolt 3 Ports)
 - MacBook Pro (13-inch, 2016, Four Thunderbolt 3 Ports)
 - MacBook Pro (13-inch, 2017, Four Thunderbolt 3 Ports)
 - MacBook Pro (15-inch, 2016)
 - MacBook Pro (15-inch, 2017)
 - MacBook Pro (13-inch, 2018, Four Thunderbolt 3 Ports)
 - MacBook Pro (15-inch, 2018)
 - MacBook Pro (13-inch, 2019, Four Thunderbolt 3 Ports)
 - MacBook Pro (15-inch, 2019)
- (h) **Class Counsel** means Lex Group Inc.
- (i) **Class Counsel Fees and Disbursements** means the amount payable to Class Counsel in fees, disbursements, costs, interest, GST, QST, and other applicable taxes or charges of Class Counsel in respect of the prosecution of the Class Action, as approved by the Court.
- (j) **Court** means the Superior Court of Québec.
- (k) **Defence Counsel** means McCarthy Tétrault LLP.
- (l) **Defendants** means Apple Inc. and Apple Canada Inc., and **Defendant** means any one thereof.
- (m) **Distribution Protocol** means the plan for distributing the Settlement Fund and accrued interest to the Class as approved by the Court, in the form of **Schedule E** hereto.

- (n) **Effective Date** means (i) the date upon which the ability to appeal from the last-rendered anticipated Second Order expires; or (ii) if any appeal is taken from the Second Order, then the Effective Date shall be the date upon which any such appeal is concluded by way of a Final order.
- (o) **Final** when used in relation to a Court order means all rights of appeal from such order or judgment have expired or have been exhausted and that the ultimate court of appeal (or court of last resort) to which an appeal (if any) was taken has upheld such order.
- (p) **First Order** means the proposed order of the Court granting: (1) the Court's approval of the Notice of Hearing and Opt-Out; and (2) the appointment of the Claims Administrator, which will be substantially in the form of **Schedule A** hereto or as modified by the Court.
- (q) **Fonds d'aide** means the *Fonds d'aide aux actions collective* created pursuant to the *Act respecting the Fonds d'aide aux actions collectives* (CQLR c F-3.2.0.1.1);
- (r) **Notice of Court Order** means (as applicable) the various iterations of the notices of the order approving the settlement and Class Counsel Fees (in French and English), as approved by the Court, to inform the Class Members of *inter alia*: (1) the approval of this Settlement Agreement and (2) the process by which the Settlement Fund will be distributed, which will be substantially in the form of **Schedule C** hereto, or as modified by the Court.
- (s) **Notice of Hearing and Opt-Out** means (as applicable) the French and English short and long form notices of the hearing for settlement approval, approved by the Court, to inform the Class of *inter alia*: (1) the Opt-Out Procedure and Opt-Out Deadline; (2) the date of the hearing to approve this Settlement Agreement; and (3) the key terms of this Settlement Agreement, which will be substantially in the form of **Schedule B** hereto, or as modified by the Court.
- (t) **Opt-Out Deadline** means the date which is thirty (30) days from the date that Notice of Hearing and Opt-Out is first published on the Claims Administrator's website.
- (u) **Opt-Out Procedure** means the procedure to be fixed by Order of the Court by which any Class Member(s) who wish(es) to do so may opt out of the Class Action.
- (v) **Parties**, when capitalized, means the Plaintiff and the Defendants, and **Party** means any one thereof.

- (w) **Released Claims** means any and all manner of claims, complaints, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, damages of any kind whenever incurred, declaratory relief, liabilities of any nature whatsoever, including assigned claims, claims for injunction, contribution, indemnity, interest, costs, expenses, class administration expenses (including Administration Expenses), and lawyers' fees (excluding Class Counsel Fees, which are addressed at Article 11.1 of the present Settlement Agreement), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that the Releasors, or any of them, whether directly or indirectly, ever had, could have had, or now have relating to the Class Computers manufactured and sold by the Defendants that were the subject matter of allegations in the Class Action or that could have been the subject matter of allegations by or on behalf of the Releasors, or any of them, in the Class Action.
- (x) **Releasees** means the Defendants and their respective predecessors, successors, parents, subsidiaries, affiliates, divisions, partners, insurers and past and current officers, directors, employees, agents, shareholders and beneficiaries of any kind.
- (y) **Releasors** means, individually and collectively, the Plaintiff and the Class Members, and their respective successors, heirs, executors, administrators, trustees, assigns, devisees or representatives of any kind (excluding Class Counsel, whose release is addressed at Article 11.1 of the present Settlement Agreement).
- (z) **Second Order** means the anticipated order of the Court approving the terms of this Settlement Agreement and approving Class Counsel Fees.
- (aa) **Settlement Agreement** means this agreement, including the recitals and Schedules.
- (bb) **Settlement Fund** means the all-inclusive non-reversionary amount of six million Canadian Dollars (\$6,000,000 CAD), payable by the Defendants, plus any interest earned on any portion of the Settlement Fund after it has been transferred to the Account pursuant to Article V of this Settlement Agreement until the last payment is made pursuant to the Distribution Protocol (**Schedule E**). The Settlement Fund is inclusive of any and all Class Member claims, interest, all costs, including but not limited to Administration Expenses, third party costs, out of pocket costs, and taxes. The Settlement Fund is also inclusive of Class Counsel Fees.

ARTICLE II - BEST EFFORTS TO SECURE COURT APPROVAL

2.1 Best Efforts

The Parties shall use their best efforts to effectuate this Settlement Agreement and shall cooperate to seek and obtain the Court's approval of this Settlement Agreement and all other matters addressed herein.

If the Defendants intend to seek a sealing order in respect of commercially-sensitive information to be included in the materials submitted on any of the applications contemplated under this Settlement Agreement, they will notify Class Counsel in advance. The Plaintiff will take no position as to such Application for a sealing order.

The Defendants will cooperate to provide information to Class Counsel and the Court that is reasonable and necessary for the Plaintiff to seek and obtain Court approval of this Settlement Agreement, including the total number of Class Computers included in the Class, the total number of Class Members, and the total number of Class Computers in each settlement group (as outlined in the Distribution Protocol at **Schedule E**).

2.2 Court Approval Required for Enforceable Agreement

With the exception of those Articles expressly stated to survive termination of this Settlement Agreement, this Settlement Agreement shall be of no force or effect unless it is approved by the Court.

ARTICLE III - OPT-OUT PROCEDURE

3.1 Court Approval of Opt-Out Process and Deadlines

- (a) Class Counsel shall seek the Court's approval of the following opt-out procedure as part of the Applications for Approval of Notice of Hearing and Opt-Out outlined in Article 4.1 below:
 - (i) Class Members seeking to opt out of the Class Action must do so within thirty (30) days from the date that Notice of Hearing and Opt-Out is first disseminated on the Claims Administrator's website, by sending a complete and validly executed written election to opt out to the Claims Administrator at the email address to be provided in the Notice of Hearing and Opt-Out received on or before the Opt-Out Deadline. The written election of opt out must be sent by the Class Member or the Class Member's designee and must include the following information:
 - The Court docket number of the Class Action (500-06-001140-215);

- The Class Member's full name, current address, email address and telephone number; and
 - A statement to the effect that the Class Member is in fact a Class Member and wishes to be excluded from the Class Action.
- (b) Class Members who opt out of the Class Action shall not be members of the Class, and shall have no further right to participate in the Class Action or to share in the distribution of funds as a result of the Settlement Agreement.
- (c) Upon expiry of the Opt-Out Deadline, the Claims Administrator shall provide the Parties with copies of the opt outs received.
- (d) The Defendants shall not be required to pay any part of the Settlement Fund in respect of any Class Member who validly opted out of the Class Action.
- (e) Under article 580 of the *Code of Civil Procedure* of Québec, a Class Member eligible to opt out pursuant to this section who does not discontinue an originating application having the same subject matter as the Class Action before the Opt-Out Deadline has expired, is deemed to have opted out.

ARTICLE IV - SETTLEMENT APPROVAL

Subject to the direction of the Court regarding the approval process, the Parties propose to seek the orders contemplated in this Settlement Agreement as follows. The Parties agree that the applications contemplated in this article may be conducted by videoconference, or by teleconference, as directed by the Court.

4.1 Applications for Approval of Notice of Hearing

As soon as practicable after this Settlement Agreement is executed, Plaintiff shall bring an application asking the Court to issue an order substantially in the form of the draft First Order at **Schedule A** (being the draft order approving the Notice of Hearing and Opt-Out and the Appointment of Claims Administrator). The Defendants will consent to this application, subject to their prior approval of the draft application.

Until the application for the Court's approval of an order substantially in the form of the draft First Order at **Schedule A** is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without prior written consent of the Parties, except as required for the purposes of financial reporting, communications with insurer and auditors, and/or the preparation of financial records (including tax returns and financial statements), as necessary to give effect to its terms or as otherwise required by law.

4.2 Applications for Approval

- (a) As soon as practicable after an order substantially in the form of the First Order is made, and the Notice of Hearing and Opt-Out published as detailed in the Notice Plan (**Schedule D**), the Plaintiff shall bring an application for the Court's issuance of the Second Order. The Defendants will consent to this application, and the Fonds d'aide will be served with the application. The Parties hereby confirm and agree that Class Counsel may request Class Counsel fees of up to 30% of the Settlement Fund (representing an amount of up to \$1,800,000.00), plus applicable taxes (GST and PST) and disbursements; the Parties have reached no other agreement on the amount of Class Counsel Fees that Class Counsel will seek, and any award of Class Counsel Fees shall be decided by the Court and payable from the Settlement Fund.
- (b) The Defendants will review and approve all application materials before they are filed.
- (c) If the Plaintiff, Class Counsel, the Defendants, or Defence Counsel become aware that a Class Member or other person intends to object to those applications, they will advise the Parties in writing as soon as practicable and in any event no later than 2 business days before the hearing of the application in Article 4.2 (a).

ARTICLE V - SETTLEMENT BENEFITS

5.1 Payment of Settlement Fund

- (a) Within thirty (30) days of the execution of this Settlement Agreement, the Defendants shall pay a first tranche of \$500,000 CAD from the Settlement Fund to the Account in trust. The transfer of the first tranche of \$500,000 is so that money is available to the Claims Administrator to cover and pay for any Administration Expenses incurred or to be incurred before the Effective Date.
- (b) Within thirty (30) days of the Second Order, the Defendants shall pay the remainder of the Settlement Fund (\$5,500,000 CAD) to the Account in trust.
- (c) The Defendants' payment of the Settlement Fund will be in full satisfaction of the Released Claims against the Releasees, subject to approval of the Court.
- (d) None of the Defendants shall have any obligation to pay to the Plaintiff, the Class or the Claims Administrator any amount in addition to the Settlement Fund, unless otherwise expressly provided for in this Agreement.

- (e) The Claims Administrator shall hold the Settlement Fund in trust in the Account and maintain the Account as provided for in this Settlement Agreement.
- (f) Within ten (10) business days of receiving the remainder of the Settlement Fund (\$5,500,000 CAD) from Defendants, and subject to the last sentence of the current provision (Article 5.1(f)), the Claims Administrator shall transfer to Class Counsel payment in the amount of the Class Counsel Fees and Disbursements approved by the Court, in full satisfaction of any claims for fees, costs and/or disbursements related to the Class Action (as described more fully at Article 11.1 of the present Settlement Agreement). The Claims Administrator may only transfer the Class Counsel Fees and Disbursements to Class Counsel if the deadline mentioned herein falls after the Effective Date; otherwise, the Claims Administrator must wait for the Effective Date to complete the transfer of Class Counsel Fees and Disbursements.
- (g) The Claims Administrator will provide invoices to the Defendants (with copies of which to be sent to Class Counsel) for payment of the Administration Expenses on a monthly basis beginning after the appointment of the Claims Administrator by the Court. All Administration Expenses will be paid from the Settlement Fund, within 30 days of the invoice provided.
- (h) The Settlement Fund will first be used to pay for the Administration Expenses as well as Class Counsel Fees and Disbursements. Thereafter, the remainder of the Settlement Fund will be used to pay Class Members pursuant to the Distribution Protocol (**Schedule E**).

5.2 Taxes and Interest

- (a) Except in the event of termination of this Settlement Agreement, all interest earned on the Settlement Fund after it is transferred to the Account, shall accrue to the benefit of the Class and shall become and remain part of the Settlement Fund.
- (b) Subject to Article 5.2(c), all taxes payable on any interest that accrues on the Settlement Fund in the Account or otherwise in relation to the Settlement Fund shall be the sole responsibility of the Claims Administrator. The Defendants shall provide the Claims Administrator with all information reasonably required in order to fulfill all tax reporting and payment requirements arising from the Settlement Fund in the Account, including any obligation to report taxable income and make tax payments, and the Claims Administrator will make such payments and prepare such reports as required. All taxes (including interest and penalties) due with respect to the income earned on the Settlement Fund shall be paid from the Account.

- (c) The Parties agree that the Parties, Class Counsel, and Defense Counsel are in no way liable for any taxes any Class Members may be required to pay as a result of receiving any benefits under this Settlement Agreement. No opinion concerning the tax consequences of this Settlement Agreement to any Class Member is given or will be given by the Parties or their respective counsel, nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of this Settlement Agreement as to any Class Member. Each Class Member is responsible for his/her/its tax reporting and other obligations respecting this Settlement Agreement, if any.

ARTICLE VI - DISTRIBUTION OF THE SETTLEMENT FUND

6.1 Distribution Protocol

The Distribution Protocol is part of this Settlement Agreement and will be subject to approval by the Court, as part of the application seeking Court approval of this Settlement Agreement (the Second Order). The Distribution Protocol is set out at **Schedule E** hereto.

6.2 No responsibility for External Administration Fees

The Defendants acknowledge that they may incur internal costs to provide information to the Claims Administrator in order to provide notices to Class Members pursuant to the Notice Plan. However, the Defendants will not be required to incur any external administration fees in connection with the Distribution Protocol.

6.3 Fonds d'aide

The Parties agree that the Settlement Agreement is subject to the *Act respecting the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1, the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1.r.2 and the *Code of Civil Procedure*, C.Q.L.R., c. C-25.01.

6.4 Rendering of Account and Closing Judgment

- (a) Within eight (8) months following the completion of the distribution of the Settlement Fund in accordance with the Distribution Protocol, the Claims Administrator will provide a “**Rendering of Account**” in a detailed report of its administration in conformity with the *Regulation of the Superior Court of Québec in civil matters, C-25.01, r. 0.2.1*, (the “**Regulation**”) which will be sent to the Parties, the Fonds d'aide, and the Court. In addition, if not already required by the Regulation, the Rendering of Account will include the following:
- (i) The number of email notices and letter notices sent to Class Members;

- (ii) The total number of Class Members who were paid out of the Settlement Fund, subdivided by Group (as defined in the Distribution Protocol);
 - (iii) The total amount distributed in general and subdivided by Group (as defined in the Distribution Protocol);
 - (iv) The number of cancelled e-transfers and cheques and the total dollar value in this regard (to be included in the balance); and
 - (v) The balance, if any, remaining from the Settlement Fund, and the totals to be distributed pursuant to Article 6.4 (b) below.
- (b) If any balance pursuant to Article 6.4(a)(iv) and (v) remains, it will be returned to the Account. Within 30 days after the Rendering of Account, the Fonds d'aide will receive the share of the balance to which it is entitled by law, subject to any further Court orders. The remainder of the balance will be paid cy-près to the charity/charities chosen by agreement of the Parties, which must be approved by the Court. If the Parties are not able to agree on the identity of the charity/charities, they will submit this question to the Court.
- (c) Within 60 days after the Rendering of Account, the Plaintiff with the assistance of the Claims Administrator shall make an application to obtain a closing judgment, by way of letter to the Court. The said letter will be sent to the Defendants and the Fonds d'aide.

ARTICLE VII - TERMINATION OF SETTLEMENT AGREEMENT

7.1 Right of Termination

- (a) The Defendants shall have the option to terminate this Settlement Agreement in the event that:
- (i) the Plaintiff breaches any material term of this Settlement Agreement;
 - (ii) The Court declines to issue an order substantially in the form of the Second Order, to approve any material part of the Settlement Agreement (excluding Class Counsel Fees), or requires a material change to the Settlement Agreement as a pre-condition to approval; or
 - (iii) The Court issues an order substantially in the form of the Second Order, but it does not become Final or is materially altered on appeal.

- (b) The Plaintiff and Class Counsel, collectively but not separately, shall have the option to terminate the Settlement Agreement in the event that:
 - (i) The Defendants breach any material terms of this Settlement Agreement;
 - (ii) The Court declines to issue an order substantially in the form of the Second Order, or to approve of any material part of the Settlement Agreement (excluding Class Counsel Fees) or requires a material change to the Settlement Agreement as a pre-condition to approval; or
 - (iii) The Court issues an order substantially in the form of the Second Order, but it does not become Final or is materially altered on appeal.
- (c) If the Defendants elect to terminate the Settlement Agreement pursuant to Article 7.1(a), or the Plaintiff together with Class Counsel elect to terminate the Settlement Agreement pursuant to Article 7.1(b), a written notice of termination shall be provided by the terminating Party(s) to the other Party(s) forthwith, and, in any event, no later than 10 business days after the event upon which the terminating Party relies. Upon delivery of such written notice, this Settlement Agreement shall be terminated and, except as provided for in Articles 7.2 and 7.3, and the related Definitions in Article I, it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any Released Claims, including but not limited to any trial on the merits, except with the written consent of all Parties or as otherwise required by a Court.
- (d) Any order, ruling or determination made by the Court with respect to the Class Counsel's Fees shall not be a material modification of this Settlement Agreement and shall not constitute a basis for the termination of this Settlement Agreement.

7.2 If Settlement Agreement is Terminated

If this Settlement Agreement is terminated:

- (a) The Parties will be restored to their respective positions prior to the execution of this Settlement Agreement and prior to the confidential mediation session conducted on March 13 and 15, 2023, except as expressly provided for herein;
- (b) Any step taken by the Defendants or the Plaintiff in relation to this Settlement Agreement shall be without prejudice to any position that the

Parties may later take in respect of any procedural or substantive issues in the Class Action;

- (c) Any order or judgment rendered by the Court pursuant to this Settlement Agreement shall be set aside or vacated. The Parties consent and will cooperate in seeking to have all prior orders or judgments sought from and rendered by the Court, in accordance with this Settlement Agreement, set aside and declared null and void and of no force or effect, and any Party shall be estopped from asserting otherwise; and
- (d) All documents and information exchanged by the Parties during the settlement process are subject to settlement privilege, except to the extent that the documents or information were or are otherwise publicly available. Within thirty (30) days of such termination having occurred, Class Counsel shall destroy all documents and other materials provided by the Defendants or containing or reflecting information derived from such documents for the purposes of implementing this Settlement. Class Counsel shall provide Defence Counsel with a written certification by Class Counsel of such destruction.

7.3 Allocation of Monies in the Account Following Termination

If the Settlement Agreement is terminated after the Settlement Fund (or any portion thereof) has been transferred to the Account, the Settlement Fund shall be returned to the Defendants, including accrued interest, but less:

- (a) The amount of any income taxes paid or owing in respect of any interest earned on the Settlement Fund while on deposit in the Account; and
- (b) Any Administration Expenses that have actually been incurred as at the date of termination, including costs associated with any Notices, including translation expenses, and the estimated costs of Administration Expenses to be incurred to provide notice to the Class that the Settlement Agreement has been terminated, if such notice is required by the Court, as well as costs associated with the Claims Administrator. In this regard, the Parties hereby agree and acknowledge that the Plaintiff, the Class Members and Class Counsel will never be liable or responsible to pay for any portion of the Administration Expenses, including without limitation any costs associated with any Notices. The Defendants will therefore solely be responsible to pay for any and all such Administration Expenses and Notice costs.

ARTICLE VIII - RELEASES AND DISMISSALS

8.1 Release of Releasees

Except in the case of the termination of this Settlement Agreement, and conditional upon the approval of this Settlement Agreement by the Court, upon transfer of the remainder of the Settlement Fund into the Account pursuant to Article 5.1(b) and in consideration of the payment of the Settlement Fund into the Account and for other valuable consideration set forth in this Settlement Agreement, the Releasers shall forever and absolutely release the Releasees from the Released Claims. The Plaintiff acknowledges that he may thereafter discover facts in addition to, or different from, the facts which they know or believe to be true regarding the Released Claims, and it is his intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of new or different facts.

8.2 No Further Claims

The Releasers shall not now, nor hereafter institute, continue, maintain, or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any Released Claim against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim.

ARTICLE IX - EFFECT OF SETTLEMENT

9.1 No Admission of Liability

Whether or not this Settlement Agreement is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any fault, wrongdoing or liability by any of the Releasees, or of the truth of any claims or allegations contained in the Class Action or any other allegation made by the Plaintiff or the Class in any forum or context. The Releasees deny any liability and deny the truth of the allegations made against them. If the Settlement Agreement is not approved, they will defend the Class Action at trial.

The Defendants reserve their rights and defences with respect to anyone who validly opted out of the Class Action, and no term of this Settlement Agreement shall be tendered as evidence in any subsequent litigation by any such person against the Defendants.

9.2 This Agreement Not Evidence

The Parties agree that, whether or not it is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents,

discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action or other proceeding, except in a proceeding to approve or enforce this Settlement Agreement or in connection with the other applications contemplated in this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law, or with the written consent of all Parties.

ARTICLE X - NOTICE TO CLASS

10.1 Notice Required

The Class shall be given the following notices, subject to approval by the Court:

- (a) Notice of Hearing and Opt-Out (**Schedule B**);
- (b) Notices of Court Order (**Schedule C**);
- (c) Notice of termination of this Settlement Agreement if it is terminated pursuant to this Settlement Agreement, or as otherwise ordered by a Court, in a form to be agreed upon by the Parties and approved by the Court or, if the Parties cannot agree on the form of the notice of termination of the Settlement Agreement, then in the form ordered by the Court.

10.2 Costs of Disseminating Notice

The costs of disseminating each Notice shall be paid from the Settlement Fund, regardless of whether the Settlement is approved by the Court or the Settlement Agreement is terminated. The Plaintiff, the Class and the Class Counsel are not liable to pay for such costs.

10.3 Method of Disseminating Notices

The Notices required under Article 10.1 shall be disseminated pursuant to the Notice Plan attached as **Schedule D** as approved by the Court or in a manner otherwise ordered by the Court.

ARTICLE XI - CLASS COUNSEL AND ADMINISTRATION FEES

11.1 Class Counsel Fees and Release

- (a) As part of the application for approval detailed at Article 4.2 (a), the Parties have agreed that Class Counsel will seek the Court's approval of Class Counsel Fees in the amount of up to 30% of the Settlement Fund (representing an amount of up to \$1,800,000.00 CAD in fees) plus taxes, and disbursements of up to 12,000 CAD (taxes included), and an order that the Class Counsel Fees shall be paid as outlined in Article 5.1(f). The

Parties have reached no other agreement on the amount of Class Counsel Fees that Class Counsel will seek, and any award of Class Counsel Fees shall be decided by the Court and payable from the Settlement Fund.

- (b) In the event that the Class Counsel Fees are not approved or are reduced by the Court, the Parties agree that all remaining terms outlined in this Settlement Agreement shall survive.
- (c) Upon full payment of the Class Counsel Fees and Disbursements approved by the Court to Class Counsel pursuant to the order to be rendered by the Court, Class Counsel forever releases the Releasees of and from any and all claims or demands for fees, costs, expenses and/or disbursements, known or unknown, that Class Counsel ever had, could have had, or now has, whether directly or indirectly related to the Class Action.

11.2 Administration Expenses

The Defendants shall not be liable for any fees, disbursements or taxes of the lawyers, experts, advisors, agents, or representatives of Class Counsel, the Plaintiff or the Class, all of which shall be paid from the Settlement Fund, as approved by the Court.

ARTICLE XII - MISCELLANEOUS

12.1 Applications for Directions

- (a) The Plaintiff, Defendants, or the Claims Administrator may bring applications to the Court for directions in respect of the implementation and administration of this Settlement Agreement at any time.
- (b) All applications contemplated by this Settlement Agreement shall be on reasonable notice to the Parties.

12.2 Headings, etc.

In this Settlement Agreement:

- (a) The division of the Settlement Agreement into articles and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) The terms "this Settlement Agreement", "hereof", "hereunder", "herein", and similar expressions refer to this Settlement Agreement and not to any particular article or other portion of this Settlement Agreement.

12.3 Computation of Time

In the computation of time in this Settlement Agreement, except where a contrary intention appears:

- (a) Where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) Only in the case where the time for doing an act expires on a holiday or a weekend, the act may be done on the next day that is a business day.

12.4 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Québec and Canada.

12.5 Entire Agreement

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle, term sheets and memoranda of understanding or agreement in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

12.6 Amendments

This Settlement Agreement may not be modified or amended except in writing and on consent of the Plaintiff and the Defendants, subject to approval by the Court where required.

12.7 No Waiver

No waiver of any provision of this Settlement Agreement will be binding unless consented to in writing by the Parties. No waiver of any provision of this Settlement Agreement will constitute a waiver of any other provision.

12.8 Binding Effect

This Settlement Agreement shall be binding upon and inure to the benefit of the Plaintiff, the Class Members, the Defendants, the Releasers, and the Releasees once it is approved by a Final order of the Court, except that the Parties are required to perform their obligations under this Settlement Agreement prior to the application for approval of this Settlement Agreement. Without limiting the generality of the foregoing, each and

every covenant and agreement made by the Plaintiff shall be binding upon all Releasors, once it is approved by Final order of the Court.

12.9 Counterparts

This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or PDF signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

12.10 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

12.11 Language

The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; *les parties reconnaissent avoir exigé que la présente convention de règlement et tous les documents connexes soient rédigés en anglais*. Nevertheless, a French translation of this Settlement Agreement has been prepared, the cost of which shall be paid for from the Settlement Fund, for the convenience of French speaking Class Members.

12.12 Transaction

The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Québec*.

12.13 Recitals

The Recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

12.14 Schedules

The Schedules annexed hereto form part of this Settlement Agreement and are:

- (a) **Schedule A** – Draft First Order (the draft order approving the Notice of Hearing and Opt-Out and appointing the Claims Administrator).

- (b) **Schedule B** – Notice of Hearing and Opt-Out.
- (c) **Schedule C** – Notice of Court Order.
- (d) **Schedule D** – Notice Plan.
- (e) **Schedule E** – Distribution Protocol

12.15 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

- (a) He, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) The terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, or the Party's representative by his, her or its counsel;
- (c) He, she, or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) No Party has relied upon any statement, representation, or inducement (whether material, false, negligently made or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.

12.16 Authorized Signatures

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

12.17 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiff and for Class Counsel:

Lex Group Inc.

4101 Sherbrooke Street West
Westmount, QC H3Z 1A7

Mtre. David Assor

Telephone: 514-451-5500
Fax: 514-940-1605
Email: davidassor@lexgroup.ca

For the Defendants and for Defence Counsel:

McCarthy Tétrault LLP

1000 Gauchetière Street West, suite
MZ400
Montréal, QC H3B 0A2

Mtre. Sarah Woods

Mtre. Catherine Martin

Telephone: 514-397-4100
Facsimile: 514-875-6246
Email: swoods@mccarthy.ca
cmartin@mccarthy.ca

Date of Execution

The Parties have executed this Settlement Agreement effective as of the date on the cover page.

Dated at Montréal, Québec, Canada, this 18th day of AUGUST, 2023



BRUNO SIMARD
Plaintiff

Dated at Westmount, Québec, Canada, this 18th day of AUGUST, 2023



LEX GROUP INC.

Per: David Assor

Class Counsel - Attorneys for the Plaintiff and the Class

Dated at _____, California, USA, this _____ day of _____, 2023

APPLE INC. AND APPLE CANADA INC.

Per: _____

Defendants

Dated at Westmount, Québec, Canada, this _____ day of _____, 2023

LEX GROUP INC.

Per: David Assor

Class Counsel - Attorneys for the Plaintiff and the Class

Dated at Cupertino, California, USA, this 17 day of August, 2023



APPLE INC. AND APPLE CANADA INC.

**Per: Heather Grenier, VP, Commercial Litigation/Legal and
Global Securities Operations**

Defendants

SCHEDULE A / ANNEXE A

**COUR SUPÉRIEURE
(Action collective)**

CANADA

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

NO.: 500-06-001140-215

DATE: AUGUST 10, 2023

SOUS LA PRÉSIDENTE DE: L'HONORABLE CHRISTIAN IMMER, J.C.S.

BRUNO SIMARD

Demandeur

c.

APPLE CANADA INC.

-et-

APPLE INC.

Défenderesses

JUGEMENT

(SUR UNE DEMANDE D'AUTORISATION D'UNE ACTION COLLECTIVE POUR LES
FINS DE RÈGLEMENT SEULEMENT, POUR L'APPROBATION DES AVIS AUX
MEMBRES, ET POUR NOMMER L'ADMINISTRATEUR DES RÉCLAMATIONS)

- [1] **CONSIDÉRANT** le *Application for Authorization to Institute a Class Action*, déposée le 13 mars 2021 à l'encontre des Défenderesses;
- [2] **CONSIDÉRANT** qu'en date du 21 août 2023, une *Entente de règlement* a été signée par les parties (la « **Entente de règlement** »), laquelle est produite comme **Pièce R-1**;
- [3] **CONSIDÉRANT** la *Application to Authorize a Class Action for Settlement Purposes Only, for Approval of Notices to Class Members of a Settlement Approval Hearing and to Appoint a Claims Administrator* du 1^{er} août 2023 (la « **Demande** ») concernant un règlement proposé à l'égard du groupe suivant :

Class means any physical or legal person who lives in / is domiciled in the Province of Québec and who purchased, owns, or owned, other than for resale, a Class Computer -or- any physical or legal person who lives in / is domiciled elsewhere but who purchased, other than for resale, such a Class Computer in the Province of Québec, and **Class Member** means any one thereof.

Class Computer means any of the following Apple computer models:

- MacBook (Retina, 12-inch, Early 2015)
- MacBook (Retina, 12-inch, Early 2016)
- MacBook (Retina, 12-inch, 2017)
- MacBook Air (Retina, 13-inch, 2018)
- MacBook Air (Retina, 13-inch, 2019)
- MacBook Pro (13-inch, 2016, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2017, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2019, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2016, Four Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2017, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2016)
- MacBook Pro (15-inch, 2017)
- MacBook Pro (13-inch, 2018, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2018)
- MacBook Pro (13-inch, 2019, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2019)

- [4] **CONSIDÉRANT** que le Demandeur demande au Tribunal :
- a) d'autoriser l'exercice de l'action collective à des fins de règlement seulement, au nom d'un groupe tel qu'amendé par l'Entente de règlement;

- b) de lui octroyer à cette fin le statut de représentant des membres du groupe visé par l'Entente de règlement;
 - c) d'approuver les avis aux membres pour les informer, notamment, qu'une audience sera tenue pour l'approbation de l'Entente de règlement;
 - d) d'ordonner la publication des avis aux membres selon les modalités proposées par les parties à l'annexe D de l'Entente de règlement;
 - e) de fixer la date d'audience de la demande pour obtenir l'approbation de l'Entente de règlement;
- [5] **CONSIDÉRANT** le consentement des Défenderesses, sans admission de responsabilité de leur part, aux conclusions du présent jugement;
- [6] **CONSIDÉRANT** les articles 575, 576, 579, 581 et 590 du *Code de procédure civile*;
- [7] **APRÈS EXAMEN**, il y a lieu de faire droit à la Demande;

POUR CES MOTIFS, LE TRIBUNAL :	WHEREFORE, THE COURT:
[8] ACCUEILLE la Demande pour obtenir l'autorisation d'exercer une action collective aux fins de règlement seulement, pour la publication des avis aux membres et pour nommer un administrateur des réclamations;	GRANTS the Application to Authorize a Class Action for Settlement Purposes Only, for Approval of Notice to Class Members of a Settlement Approval Hearing and to Appoint a Claims Administrator;
[9] DÉCLARE qu'aux fins du présent jugement, les définitions énoncées dans l'Entente de règlement s'appliquent et sont intégrées au présent jugement;	DECLARES that for the purposes of the present judgment, the definitions in the Settlement Agreement apply and are integrated in the present judgment;
[10] AUTORISE le demandeur, aux seules fins de règlement avec les défenderesses, de modifier comme suit la description du groupe :	AUTHORIZES the Plaintiff, for the purpose of settlement only with Defendants, to amend as follows the Class description:

Groupe désigne toute personne physique ou morale vivant dans la province de Québec ou y étant domiciliée qui a fait l'achat, est propriétaire ou a été propriétaire, dans un autre but que la revente, d'un Ordinateur Visé, ou toute personne physique ou morale vivant ou étant domiciliée ailleurs qui a fait l'achat, dans un autre but que la revente, d'un Ordinateur Visé dans la province de Québec, et **Membre du Groupe** désigne l'une d'elles.

Ordinateur Visé désigne l'un des modèles suivants d'ordinateurs Apple :

- MacBook (Retina, 12 pouces, début 2015)
- MacBook (Retina, 12 pouces, début 2016)
- MacBook (Retina, 12 pouces, 2017)
- MacBook Air (Retina, 13 pouces, 2018)
- MacBook Air (Retina, 13 pouces, 2019)
- MacBook Pro (13 pouces, 2016, deux ports Thunderbolt 3)
- MacBook Pro (13 pouces, 2017, deux ports Thunderbolt 3)
- MacBook Pro (13 pouces, 2019, deux ports Thunderbolt 3)
- MacBook Pro (13 pouces, 2016, quatre ports Thunderbolt 3)
- MacBook Pro (13 pouces, 2017, quatre ports Thunderbolt 3)
- MacBook Pro (15 pouces, 2016)
- MacBook Pro (15 pouces, 2017)
- MacBook Pro (13 pouces, 2018, quatre ports Thunderbolt 3)
- MacBook Pro (15 pouces, 2018)
- MacBook Pro (13 pouces, 2019, quatre ports Thunderbolt 3)
- MacBook Pro (15 pouces, 2019)

Class means any physical or legal person who lives in / is domiciled in the Province of Québec and who purchased, owns, or owned, other than for resale, a Class Computer -or- any physical or legal person who lives in / is domiciled elsewhere but who purchased, other than for resale, such a Class Computer in the Province of Québec, and **Class Member** means any one thereof.

Class Computer means any of the following Apple computer models:

- MacBook (Retina, 12-inch, Early 2015)
- MacBook (Retina, 12-inch, Early 2016)
- MacBook (Retina, 12-inch, 2017)
- MacBook Air (Retina, 13-inch, 2018)
- MacBook Air (Retina, 13-inch, 2019)
- MacBook Pro (13-inch, 2016, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2017, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2019, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2016, Four Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2017, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2016)
- MacBook Pro (15-inch, 2017)
- MacBook Pro (13-inch, 2018, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2018)
- MacBook Pro (13-inch, 2019, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2019)

<p>[11] AUTORISE l'exercice de l'action collective contre les défenderesses aux seules fins de règlement;</p>	<p>AUTHORIZES the bringing of a class action against the Defendants for settlement purposes only;</p>
<p>[12] ATTRIBUE aux demandeur le statut de représentant;</p>	<p>APPOINT the Plaintiff the status of Representative Plaintiff;</p>
<p>[13] IDENTIFIE aux fins de règlement uniquement, la question commune suivante à traiter collectivement :</p> <p>a) Do the Class Computers equipped with a butterfly keyboard suffer from a common defect?</p>	<p>IDENTIFIES for the purposes of settlement only, the common issue to be dealt with collectively as follows:</p> <p>a) Les Ordinateurs Visés équipés d'un clavier papillon souffrent-ils d'un défaut commun?</p>
<p>[14] APPROUVE la forme et le contenu de la Version détaillée de l'avis sur l'audience d'approbation du règlement et l'exclusion (Annexe B-1 de l'Entente de règlement et du présent jugement) et de la Version abrégée de l'avis sur l'audience d'approbation du règlement et l'exclusion (Annexe B-2 de l'Entente de règlement et du présent jugement), en leurs versions française et anglaise;</p>	<p>APPROVES the form and content of the Long Form Notice of Hearing for Settlement Approval and Opt Out (Schedule B-1 to the Settlement Agreement and the present judgment) and the Short Form Notice of Hearing for Settlement Approval and Opt Out (Schedule B-2 to the Settlement Agreement and the present judgment), in their French and English versions;</p>
<p>[15] APPROUVE la Section A du Plan relatif aux avis, qui détail le mode de publication de la Version détaillée de l'avis sur l'audience d'approbation du règlement et l'exclusion (Annexe B-1 de l'Entente de règlement et du présent jugement) et de la Version abrégée de l'avis sur l'audience d'approbation du règlement et l'exclusion (Annexe B-2 de l'Entente de règlement et du présent jugement);</p>	<p>APPROVES Section A of the Schedule D Notice Plan which details the mode of dissemination of the Long Form Notice of Hearing for Settlement Approval and Opt Out (Schedule B-1 to the Settlement Agreement) and the Short Form Notice of Hearing for Settlement Approval and Opt Out (Schedule B-2 to the Settlement Agreement);</p>
<p>[16] DÉSIGNE Ricepoint Administration Inc. à titre d'Administrateur des réclamations afin de s'acquitter des tâches qui lui incombent en vertu de l'Entente de règlement;</p>	<p>APPOINTS RicePoint Administration Inc. as the Claims Administrator for the purposes of accomplishing the tasks that devolve to it pursuant to the Settlement Agreement;</p>

<p>[17] ORDONNE aux parties et l'Administrateur des réclamations de diffuser la Version détaillée de l'avis sur l'audience d'approbation du règlement et l'exclusion (Annexe B-1 de l'Entente de règlement et du présent jugement) et la Version abrégée de l'avis sur l'audience d'approbation du règlement et l'exclusion (Annexe B-2 de l'Entente de règlement et du présent jugement), conformément au Plan relatif aux avis (Annexe D de l'Entente de règlement);</p>	<p>ORDERS the parties and the Claims Administrator to disseminate the Long Form Notice of Hearing for Settlement Approval and Opt Out (Schedule B-1 to the Settlement Agreement) and the Short Form Notice of Hearing for Settlement Approval and Opt Out (Schedule B-2 to the Settlement Agreement) pursuant to the Notice Plan (Schedule D of the Settlement Agreement);</p>
<p>[18] ORDONNE à l'Administrateur des réclamations de faire rapport écrit, au plus tard le ●, 2023, de l'exécution du Plan relatif aux avis;</p>	<p>ORDERS that the Claims Administrator file by ●, 2023 a written report of having performed the Notice Plan;</p>
<p>[19] DÉCLARE que les Membres du Groupe désirant s'opposer à l'approbation par le Tribunal de l'Entente de règlement devront procéder de la manière prévue dans la Version détaillée de l'avis sur l'audience d'approbation du règlement et l'exclusion (Annexe B-1 de l'Entente de règlement), au plus tard le ●, 2023;</p>	<p>DECLARES that Class Members who wish to object to Court approval of the Settlement Agreement must do so in the manner provided for in the Long Form Notice of Hearing for Settlement Approval and Opt Out (Schedule B-1 to the Settlement Agreement), on or before ●, 2023;</p>
<p>[20] DÉCLARE que les Membres du Groupe désirant s'exclure de l'action collective et de l'exécution de l'Entente de règlement devront transmettre un avis écrit confirmant leur intention de s'exclure de l'action collective de la manière prévue dans la Version détaillée de l'avis sur l'audience d'approbation du règlement et l'exclusion (Annexe B-1 de l'Entente de règlement), au plus tard le ●, 2023;</p>	<p>DECLARES that Class Members who wish to opt-out from the class action and the execution of Settlement Agreement may do so by delivering a written notice confirming their intention to opt-out of the class action, in the manner provided for in the Long Form Notice of Hearing for Settlement Approval and Opt Out (Schedule B-1 to the Settlement Agreement), on or before ●, 2023;</p>

<p>[21] DÉCLARE que les Membres du Groupe qui n'auront pas requis leur exclusion de l'action collective seront liés par tout jugement à être rendu quant à la présente action collective, conformément à la loi;</p>	<p>DECLARES that all Class Members that have not requested their exclusion from the class action be bound by any judgment to be rendered in the class action, in the manner provided for by the law;</p>
<p>[22] FIXE la présentation de la Demande pour approbation de l'Entente de règlement et des Honoraires et Débours des Avocats du Groupe au 31 octobre 2023, à 9h30, en salle ● du Palais de Justice de Montréal</p>	<p>SCHEDULES the presentation of the Application for Approval of the Settlement Agreement and of Class Counsel Fees on October 31, 2023, at 9:30 a.m., in room ● of the Montréal courthouse;</p>
<p>[23] ORDONNE que la date et l'heure pour la tenue de l'audience d'approbation du règlement soient indiquées dans la Version détaillée de l'avis sur l'audience d'approbation du règlement et l'exclusion (Annexe B-1 de l'Entente de règlement) (pièce R-2), bien qu'elles puissent être reportées par le Tribunal sans autre avis aux Membres du Groupe autre que l'avis qui sera affiché sur le registre des actions collectives du Québec;</p>	<p>ORDERS that the date and time of the settlement approval hearing shall be set forth in the Long Form Notice of Hearing for Settlement Approval and Opt Out (Schedule B-1 to the Settlement Agreement) (Exhibit R-2), but may be subject to adjournment by the Court without further publication of notice to the Class Members, other than such notice which will be posted on Quebec Registry of Class Action;</p>
<p>[24] LE TOUT sans frais de justice.</p>	<p>THE WHOLE without legal costs.</p>

Christian Immer, j.c.s.

Me David Assor
LEX GROUP INC.
Avocats pour les demandeurs

Me Sarah Woods
Me Catherine Martin
McCarthy Tétrault LLP
Avocats des défenderesses

Date d'audience: sur dossier

SCHEDULE B-1

MACBOOK BUTTERFLY KEYBOARD CLASS ACTION SETTLEMENT

QUEBEC CLASS ACTION SETTLEMENT

LONG-FORM NOTICE OF HEARING FOR SETTLEMENT APPROVAL AND OPT-OUT

SIMARD V. APPLE CANADA INC. ET AL. CLASS ACTION
(Court File N°: 500-06-001140-215)

If you live in Quebec and purchased, own, or owned a MacBook laptop sold between 2015 and 2019 equipped with a “Butterfly” keyboard (“Computer”),

-or-

If you live elsewhere but purchased such a Computer in Quebec,

This class action settlement notice concerns you.

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR RIGHTS.

THIS CLASS ACTION HAS BEEN SETTLED, SUBJECT TO COURT APPROVAL.

In March 2021, a class action was commenced in Quebec against Apple Canada Inc. and Apple Inc. (collectively “**Defendants**” or “**Apple**”) alleging that the “butterfly” keyboard mechanism in certain MacBook laptops is defective, and can result in characters repeating unexpectedly; letters or characters not appearing; and/or the keys feeling “sticky” or not responding in a consistent manner (the “**Class Action**”). Apple denies all of the allegations made in Class Action, denies that any MacBooks are defective, and denies that Apple did anything improper or unlawful.

The class is defined as follows:

*Any physical or legal person who lives in / is domiciled in the Province of Quebec and who purchased, owns, or owned, other than for resale, a MacBook laptop sold between 2015 and 2019 equipped with a “Butterfly” keyboard (“**Computer**”) -or- any physical or legal person who lives in / is domiciled elsewhere but who purchased, other than for resale, such a Computer in the Province of Quebec.*

(“**Class**” or “**Class Members**”). *See full list of class Computers at the end of this notice.

PROPOSED SETTLEMENT OF THE CLASS ACTION

The parties to this class action have reached a proposed settlement (the “**Settlement Agreement**”), subject to obtaining the approval of the Superior Court of Québec. The Settlement Agreement provides that the Defendants will pay a total of \$6,000,000.00 CAD (the “**Settlement Fund**”), which includes the payment of Class Counsel fees of up to 30% of this amount

(\$1,800,000.00 CAD) plus taxes and disbursements, and also includes all Administration Expenses.

In return for the Settlement Fund, Defendants will receive a release from all Class Members and a declaration of settlement out of court of the Class Action.

The settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of Defendants.

CLASS MEMBERS' ENTITLEMENTS

The Settlement Agreement covers **Topcase Replacements**, which refers to the replacement of the full keyboard module (including the battery, track pad, speakers, top case, and keyboard), and **Keycap Replacements**, which refers to the replacement of one or more keycaps on a keyboard and does not involve replacement of the full keyboard module. Either repair must have been performed by Apple or an Apple Authorized Service Provider.

The following Class Members will be entitled to compensation under the Settlement Agreement:

- **Group 1: Multiple Topcase Replacements.** Class Members who, within four years of purchasing a Computer, obtained two or more Topcase Replacements based on Apple's records. Group 1 Class Members will be paid using Apple's records **without the need to submit a claim**. The total payment to a Group 1 Class Member will not exceed **\$545.00 CAD** per Computer.
- **Group 2: One Topcase Replacement.** Class Members who, within four years of purchasing a Computer, obtained one Topcase Replacement, and who attest on the **Claim Form** that the repair did not resolve their keyboard issues. The total payment to a Group 2 Class Member will not exceed **\$173.00 CAD** per Computer.
- **Group 3: Keycap Replacements.** Class Members who, within four years of purchasing a Computer, obtained one or more Keycap Replacements (but not any Topcase Replacements), and who attest on the **Claim Form** that the repair did not resolve their keyboard issues. The total payment to a Group 3 Class Member will not exceed **\$69.00 CAD** per Computer.

NOTE: Class Members can receive compensation only once per Computer; but any Class Member may make additional claims in the event they purchased multiple Computers that qualify for payment.

SETTLEMENT APPROVAL HEARING WILL BE HELD IN MONTRÉAL, QUÉBEC

Before the Settlement Agreement can be implemented, it must be approved by the Court.

A Settlement Approval Hearing before the Superior Court of Québec will be held on **[Insert Date]** at **9:30 a.m.**, at the Montréal courthouse located at 1, Notre-Dame East Street, Montréal, Québec, in **room •**, or via a TEAMS link. This date may be subject to adjournment by the Court without further publication of notice to the Class Members, other than such notice which will be posted on Class Counsel's website www.lexgroup.ca or on the claim's administrator's website: **[Insert Settlement Website]**.

If you wish to be included in the Class Action, you have nothing to do and nothing to pay.

If you do not wish to participate in this class action:

If you are a member and you wish to exclude yourself from the Class Action, you will not be entitled to participate further in the Class Action, or to share in the distribution of funds received as a result of the Settlement Agreement. To exclude yourself, you must send a opt out notice which must be delivered to the Clerk of the Superior Court of Quebec by **[Insert Date]**, at the following address:

Clerk of the Superior Court of Quebec
Palais de Justice de Montréal
(*Simard vs. Canada Apple Inc. et al.*, CSM no 500-06-001140-215)
1 Notre-Dame Street East, Room 1.120
Montréal, Québec H2Y 1B5

With a further copy sent by email to Class Counsel at the following address: info@lexgroup.ca. You must state that you wish to exclude yourself from the class action *Simard v. Apple Canada Inc. et al.* (case number N° 500-06-001140-215).

CLASS COUNSEL FEES

In addition to seeking the Court's approval of the Settlement Fund pursuant to the Settlement Agreement, Class Counsel Lex Group Inc. will seek the approval of its legal fees and disbursements (the "**Class Counsel Fees**"). The Class Counsel Fees will be paid by Apple from the Settlement Fund described above. Class Members will therefore **not** be asked to support or pay for any portion of the Class Counsel Fees. You have nothing to pay.

CLASS MEMBERS MAY OBJECT TO OR COMMENT ON THE SETTLEMENT

As a Class Member, you have a right to object to or comment on the Settlement.

If you wish to comment on, or make objection to, the approval by the Court of the Settlement Agreement, you must provide notice in writing of your intention to do so. Any such notice must be submitted to the Claims Administrator (at the address listed below) no later than **[Insert Date]**. The Claims Administrator will forward all such submissions to the Court, Class Counsel, and to Counsel for Defendants. You may attend at the Settlement Approval Hearing whether or not you deliver an objection. You have no obligation to attend the hearing.

A written objection **must** include all of the following information:

- (a) The objector's name, address, telephone number(s), fax number (where applicable) and email address(es);
- (b) A brief statement outlining the nature of, and reason for, the objection; and
- (c) A statement as to whether the objector intends to appear at the Settlement Approval Hearing in person or by legal counsel and, if by legal counsel, the name, address, telephone number, fax number and email address of such legal counsel.

Please note that the Court cannot change the terms of the Settlement Agreement. Any objections will be used by the Court to consider whether to approve the Settlement Agreement or not.

Class Members who do not oppose the proposed Settlement Agreement have nothing to pay and do not need to appear at any hearing or take any other action to indicate their desire to support the proposed Settlement Agreement.

If the settlement is approved, another notice to Class Members will be sent explaining the method of distributing the settlement funds and how to make a claim to receive compensation from the Settlement Agreement.

MORE INFORMATION

A copy of the Settlement Agreement and other relevant Judgments, notices or proceedings may be found on the Settlement Website at **[Insert Settlement Website]**.

The attorneys representing the Class (“**Class Counsel**”) are the firm of Lex Group Inc. (c/o Mtre. David Assor), which can be contacted at davidassor@lexgroup.ca.

INTERPRETATION

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

QUESTIONS ABOUT THE PROPOSED SETTLEMENT SHOULD BE DIRECTED TO THE CLAIMS ADMINISTRATOR RICEPOINT ADMINISTRATION INC. AS BELOW:

CLAIMS ADMINISTRATOR:

RicePoint Administration Inc.
P.O. Box 3355
London, Ontario, N6A 4K3
1-855-662-1833
[Insert Settlement Website]

THE PUBLICATION OF THIS NOTICE TO CLASS MEMBERS HAS BEEN APPROVED AND ORDERED BY THE SUPERIOR COURT OF QUÉBEC.

***Computer** means any of the following Apple computer models:

- MacBook (Retina, 12-inch, Early 2015)
- MacBook (Retina, 12-inch, Early 2016)
- MacBook (Retina, 12-inch, 2017)
- MacBook Air (Retina, 13-inch, 2018)
- MacBook Air (Retina, 13-inch, 2019)
- MacBook Pro (13-inch, 2016, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2017, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2019, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2016, Four Thunderbolt 3 Ports)

- MacBook Pro (13-inch, 2017, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2016)
- MacBook Pro (15-inch, 2017)
- MacBook Pro (13-inch, 2018, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2018)
- MacBook Pro (13-inch, 2019, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2019)

SCHEDULE B-2

MACBOOK BUTTERFLY KEYBOARD CLASS ACTION SETTLEMENT

QUEBEC CLASS ACTION SETTLEMENT

SHORT-FORM NOTICE OF HEARING FOR SETTLEMENT APPROVAL AND OPT- OUT

SIMARD V. APPLE CANADA INC. ET AL. CLASS ACTION
(Court File N°: 500-06-001140-215)

If you live in Quebec and purchased, own, or owned a MacBook laptop sold between 2015 and 2019 equipped with a “Butterfly” keyboard (“Computer”),

-or-

If you live elsewhere but purchased such a Computer in Quebec,
this class action settlement notice affects your rights.

SUMMARY OF THE PROPOSED CLASS ACTION

Representative Plaintiff alleges that the “butterfly” keyboard mechanism in certain MacBook laptops is defective and is seeking authorization of a class action against Apple Canada Inc. and Apple Inc. (collectively “**Apple**”), on behalf of persons in Quebec who purchased, own or owned a MacBook laptop sold between 2015 and 2019 equipped with a “butterfly” keyboard. *See full list of class Computers at the end of this notice.

Apple denies all of the allegations made in Class Action, denies that any MacBooks are defective, and denies that Apple did anything improper or unlawful.

PROPOSED SETTLEMENT

The proposed settlement, if approved by the Superior Court of Québec, requires Apple to compensate affected Class Members. The settlement is not an admission of liability, wrongdoing or fault.

If the proposed settlement is approved, the following Class Members can receive compensation:

- **Group 1** Class Members who received at least two **Topcase Replacements** (i.e. the replacement of the full keyboard module) will be paid **\$545 CAD** per Computer.
- **Group 2** Class Members who received a single **Topcase Replacement** that did not resolve their keyboard issues can submit a Claim Form to receive **\$173 CAD** per Computer.
- **Group 3** Class Members who received one of more **Keycap Replacements** (i.e. the replacement of one or more keycaps on a keyboard and does not involve replacement of

the full keyboard module) that did not resolve their keyboard issues can submit a Claim Form to receive **\$69 CAD** per Computer.

For full details and conditions, please consult the Long Form Notice, available here: **[ADD LINK]**

SETTLEMENT APPROVAL HEARING

A hearing before the Superior Court of Québec will be held on **[Insert Date]** at **9:30 a.m.**, at the Montréal courthouse located at 1, Notre-Dame East Street, Montréal, Québec, in **room •**, or via a TEAMS link. This date may be subject to adjournment by the Court without further publication of notice to the Class Members, other than such notice which will be posted on Class Counsel's website www.lexgroup.ca or on the claim's administrator's website: **[Insert Settlement Website]**.

HOW TO EXCLUDE YOURSELF?

If you wish to remain a class member, you have nothing to do and nothing to pay.

If you wish to opt-out, you have until **[Insert Date]** to advise in writing the registry of the Superior Court of Québec, District of Montréal, at 1 Notre Dame Street East, Room 1.120, Montreal, Québec, H2Y 1B6, that you wish to opt out. Please make sure to mention file no. 500-06-001140-215 in your correspondence.

HOW TO OBJECT?

If you wish, you have the right to comment on or object to the settlement (certain Court-ordered requirements and deadlines apply and are detailed in the Long Form Notice, available here: **[ADD LINK]**).

Class Members who do not oppose the proposed Settlement Agreement have nothing to pay and do not need to appear at any hearing or take any other action to indicate their desire to support the proposed Settlement Agreement.

If the settlement is approved, another notice to Class Members will be sent explaining the method of distributing settlement funds.

MORE INFORMATION

For more information about the proposed settlement or to read the Long Form Notice, the Settlement Agreement and/or the other relevant Judgments or proceedings, visit the Settlement Website at **[Insert Settlement Website]** or contact the Claims Administrator:

Ricepoint Administration Inc.
P.O. Box 3355
London, Ontario, N6A 4K3
1-855-662-1833
[Insert Settlement Website]

The attorneys representing the Class ("Class Counsel") are the firm of Lex Group Inc. (c/o Mtre. David Assor), which can be contacted at davidassor@lexgroup.ca.

**THE PUBLICATION OF THIS NOTICE TO CLASS MEMBERS
HAS BEEN APPROVED AND ORDERED BY THE SUPERIOR COURT OF QUÉBEC.**

***Computer** means any of the following Apple computer models:

- MacBook (Retina, 12-inch, Early 2015)
- MacBook (Retina, 12-inch, Early 2016)
- MacBook (Retina, 12-inch, 2017)
- MacBook Air (Retina, 13-inch, 2018)
- MacBook Air (Retina, 13-inch, 2019)
- MacBook Pro (13-inch, 2016, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2017, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2019, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2016, Four Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2017, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2016)
- MacBook Pro (15-inch, 2017)
- MacBook Pro (13-inch, 2018, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2018)
- MacBook Pro (13-inch, 2019, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2019)

SCHEDULE C-1

MACBOOK BUTTERFLY KEYBOARD CLASS ACTION SETTLEMENT

QUEBEC CLASS ACTION SETTLEMENT

GROUP 1 – NOTICE OF COURT ORDER APPROVING THE SETTLEMENT AND CLASS COUNSEL FEES (SHORT FORM)

SIMARD V. APPLE CANADA INC. ET AL. CLASS ACTION
(Court File N°: 500-06-001140-215)

This notice is to:

- i) Everyone in Quebec who purchased/owns/owned; and**
- ii) Everyone who purchased in Quebec**

**A MacBook laptop sold between 2015 and 2019 equipped with a “Butterfly”
keyboard**

PLEASE READ THIS NOTICE CAREFULLY.
THIS CLASS ACTION HAS BEEN SETTLED AND APPROVED BY THE COURT.

WHAT THE ACTION IS ABOUT

If you purchased (other than for resale) a MacBook laptop sold between 2015 and 2019 equipped with a “butterfly” keyboard (“**Computer**”) in Quebec, or if you live in Quebec and purchased or own (other than for resale) such a Computer, this is a notice of the settlement of a class action concerning your Computer. *See full list of class Computers at the end of this notice.

The settlement has been approved by the Superior Court of Québec and requires Apple Canada Inc. and Apple Inc. (collectively, “**Apple**”) to compensate affected clients (the “**Class Members**”). The settlement is not an admission of liability, wrongdoing or fault.

WHY YOU ARE RECEIVING THIS NOTICE

Apple’s records indicate that you are a Group 1 Class Member because you are a Class Member who obtained at least two Topcase Replacements from Apple or an Authorized Service Provider.

HOW TO RECEIVE YOUR SHARE OF THE SETTLEMENT FUNDS

As a Group 1 Class Member, you will receive an electronic fund transfer (“**e-transfer**”) of up to \$545.00 CAD per Computer. This e-transfer will be sent directly to you by email at the last known email address that Apple has on record for you.

You do not need to file a claim form to receive payment under the Settlement.

No further action will be required on your part to receive the payment unless (i) you wish to modify the email address for the e-transfer or (ii) you wish to receive the funds via mailed cheque.

In such cases, you must go onto the Group 1 online portal of the Claim Administrator's Settlement Website at **[Settlement Website]** before **[Filing Deadline]** in order to modify your email address or switch to payment by mailed cheque. Please use the enclosed individualised ID number and/or login credentials to access the Settlement Website.

You will receive compensation only once per Computer, but you may receive additional payments in the event that you purchased multiple Computers that qualify for payment

MORE INFORMATION

Copies of the detailed notices to Class Members, as well as a copy of the Settlement Agreement and/or the other relevant Judgments and proceedings can be found on the Claims Administrator's Settlement Website at: **[Settlement Website]**

For more information, please contact the Claims Administrator as below:

Ricepoint Administration Inc.

P.O. Box 3355

London, Ontario, N6A 4K3

1-855-662-1833

[Insert Settlement Website]

The attorneys representing the Class ("Class Counsel") are the firm of Lex Group Inc. (c/o Mtre. David Assor), which can be contacted at davidassor@lexgroup.ca.

THE PUBLICATION OF THIS NOTICE TO CLASS MEMBERS HAS BEEN APPROVED AND ORDERED BY THE SUPERIOR COURT OF QUÉBEC.

***Computer** means any of the following Apple computer models:

- MacBook (Retina, 12-inch, Early 2015)
- MacBook (Retina, 12-inch, Early 2016)
- MacBook (Retina, 12-inch, 2017)
- MacBook Air (Retina, 13-inch, 2018)
- MacBook Air (Retina, 13-inch, 2019)
- MacBook Pro (13-inch, 2016, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2017, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2019, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2016, Four Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2017, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2016)
- MacBook Pro (15-inch, 2017)
- MacBook Pro (13-inch, 2018, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2018)
- MacBook Pro (13-inch, 2019, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2019)

SCHEDULE C-2

MACBOOK BUTTERFLY KEYBOARD CLASS ACTION SETTLEMENT

QUEBEC CLASS ACTION SETTLEMENT

GROUPS 2 & 3 – NOTICE OF COURT ORDER APPROVING THE SETTLEMENT AND CLASS COUNSEL FEES (SHORT FORM)

SIMARD V. APPLE CANADA INC. ET AL. CLASS ACTION
(Court File N°: 500-06-001140-215)

This notice is to:

- i) Everyone in Quebec who purchased/owns/owned; and
- ii) Everyone who purchased in Quebec

A MacBook laptop sold between 2015 and 2019 equipped with a “Butterfly”
keyboard

PLEASE READ THIS NOTICE CAREFULLY.
THIS CLASS ACTION HAS BEEN SETTLED AND APPROVED BY THE COURT.

WHAT THE ACTION IS ABOUT

If you purchased (other than for resale) a MacBook laptop sold between 2015 and 2019 equipped with a “butterfly” keyboard (“**Computer**”) in Quebec, or if you live in Quebec and purchased or own (other than for resale) such a Computer, this is a notice of the settlement of a class action concerning your Computer. *See full list of class Computers at the end of this notice.

The settlement has been approved by the Superior Court of Québec and requires Apple Canada Inc. and Apple Inc. (collectively, “**Apple**”) to compensate affected clients (the “**Class Members**”). The settlement is not an admission of liability, wrongdoing or fault.

WHY YOU ARE RECEIVING THIS NOTICE

According to Apple’s records, you are a Group 2 or Group 3 Class Member.

Group 2 Class Members received a single Topcase Replacement that did not resolve their keyboard issues. Group 3 Settlement Class Members received one or more Keycap Replacements that did not resolve their keyboard issues.

HOW TO RECEIVE YOUR SHARE OF THE SETTLEMENT FUNDS

As a Group 2 or Group 3 Class Member, **you must validly complete and submit the attached Claim Form by [Filing Deadline] and attest on the Claim Form that the repair did not resolve**

your keyboard issues. Claims may be submitted online at **[Settlement Website]** or mailed at the address on the form.

Under the terms of the Settlement, eligible Group 2 Class Members will receive a payment of up to \$173.00 CAD per Computer, and eligible Group 3 Class Members will receive a payment of up to \$69.00 CAD per Computer.

You can make a claim only once per Computer, but you may make additional claims in the event you purchased multiple Computers that qualify for payment.

MORE INFORMATION

Copies of the detailed notices to Class Members, as well as a copy of the Settlement Agreement and/or the other relevant Judgments and proceedings can be found on the Claims Administrator's Settlement Website at: **[Settlement Website]**

For more information, please contact the Claims Administrator as below:

Ricepoint Administration Inc.
P.O. Box 3355
London, Ontario, N6A 4K3
1-855-662-1833
[Insert Settlement Website]

The attorneys representing the Class (“**Class Counsel**”) are the firm of Lex Group Inc. (c/o Mtre. David Assor), which can be contacted at davidassor@lexgroup.ca.

THE PUBLICATION OF THIS NOTICE TO CLASS MEMBERS HAS BEEN APPROVED AND ORDERED BY THE SUPERIOR COURT OF QUÉBEC.

***Computer** means any of the following Apple computer models:

- MacBook (Retina, 12-inch, Early 2015)
- MacBook (Retina, 12-inch, Early 2016)
- MacBook (Retina, 12-inch, 2017)
- MacBook Air (Retina, 13-inch, 2018)
- MacBook Air (Retina, 13-inch, 2019)
- MacBook Pro (13-inch, 2016, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2017, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2019, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2016, Four Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2017, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2016)
- MacBook Pro (15-inch, 2017)
- MacBook Pro (13-inch, 2018, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2018)
- MacBook Pro (13-inch, 2019, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2019)

SCHEDULE C-3

MACBOOK BUTTERFLY KEYBOARD CLASS ACTION SETTLEMENT

QUEBEC CLASS ACTION SETTLEMENT

NOTICE OF COURT ORDER APPROVING THE SETTLEMENT AND CLASS COUNSEL FEES (LONG FORM)

SIMARD V. APPLE CANADA INC. ET AL. CLASS ACTION
(Court File N°: 500-06-001140-215)

This notice is to:

- i) Everyone in Quebec who purchased/owns/owned; and
- ii) Everyone who purchased in Quebec

A MacBook laptop sold between 2015 and 2019 equipped with a “Butterfly”
keyboard

PLEASE READ THIS NOTICE CAREFULLY.
THIS CLASS ACTION HAS BEEN SETTLED AND APPROVED BY THE COURT.

WHAT THE ACTION IS ABOUT

In March 2021, a class action was commenced in Quebec against Apple Canada Inc. and Apple Inc. (collectively “**Defendants**” or “**Apple**”) alleging that the “butterfly” keyboard mechanism in certain MacBook laptops is defective, and can result in characters repeating unexpectedly; letters or characters not appearing; and/or the keys feeling “sticky” or not responding in a consistent manner (the “**Class Action**”).

The class is defined as follows:

*Any physical or legal person who lives in / is domiciled in the Province of Quebec and who purchased, owns, or owned, other than for resale, a MacBook laptop sold between 2015 and 2019 equipped with a “Butterfly” keyboard (“**Computer**”) -or- any physical or legal person who lives in / is domiciled elsewhere but who purchased, other than for resale, such a Computer in the Province of Quebec.*

(“**Class**” or “**Class Members**”). *See full list of class Computers at the end of this notice.

This Class Action has now been settled, as will be described below.

SETTLEMENT APPROVED

The parties have negotiated a settlement of the Class Action (the “**Settlement Agreement**”), which has been approved by the Superior Court of Québec on DATE, 2021 as fair, reasonable and in the best interests of the Class.

The Defendants deny any liability and deny the truth of the allegations made against them. The settlement (as described below) is a compromise of disputed claims in order to achieve an early full and final resolution of the Class Action, without any admission or findings of liability or wrongdoing against Defendants.

THE SETTLEMENT TERMS

This Notice provides a summary of the settlement terms. Further details of the settlement including a copy of the Settlement Agreement and other relevant Judgments, notices or proceedings may be found on the Settlement Website at **[Insert Settlement Website]**.

The Settlement Agreement provides that the Defendants will pay a total of \$6,000,000.00 CAD (the “**Settlement Fund**”), which includes the payment of Class Counsel fees, plus taxes and disbursements, and also includes all Administration Expenses.

In return for the Settlement Fund, Defendants will receive a release from all Class Members and a declaration of settlement out of court of the Class Action.

The attorneys representing the Class (“**Class Counsel**”) is the firm of Lex Group Inc. (c/o Mtre David Assor), which can be reached at davidassor@lexgroup.ca.

HOW TO RECEIVE YOUR SHARE OF THE SETTLEMENT FUNDS

The Settlement Agreement covers **Topcase Replacements**, which refers to the replacement of the full keyboard module (including the battery, track pad, speakers, top case, and keyboard), and **Keycap Replacements**, which refers to the replacement of one or more keycaps on a keyboard and does not involve replacement of the full keyboard module. Either repair must have been performed by Apple or an Apple Authorized Service Provider.

The following Class Members are entitled to compensation under the Settlement Agreement:

Group 1 – Multiple Topcase Replacements

Group 1 is comprised of Class Members who, within four years of purchasing a Computer, obtained two or more Topcase Replacements based on Apple’s records. If you are a Group 1 Class Member based on Apple’s records, you will receive a Short Form Notice by email confirming this. If this is the case, you will receive up to \$545.00 CAD per Computer. This amount will be sent directly to you by electronic fund transfer at the last known email address that Apple has on record for you.

If you are a Group 1 Class Member, you do not need to file a claim form to receive payment under the Settlement. If you received the present notice directly to your valid email address, you have nothing further to do.

No further action will be required on your part to receive the payment unless (i) you wish to modify the email address for the e-transfer or (ii) you wish to receive the funds via mailed cheque. In such cases, you must go onto the Group 1 online portal of the Claim Administrator’s Settlement Website at **[Settlement Website]** before **[Filing Deadline]** in order to modify your email address or switch to payment by mailed cheque. Please use the individualised ID number

and/or login credentials to access the Settlement Website enclosed with the Short Form Notice you receive.

Within approximately 30 days following **[the Filing Deadline]**, the Claims Administrator will distribute up to \$545.00 CAD to you. You will receive compensation only once per Computer, but you may receive additional payments in the event that you purchased multiple Computers that qualify for payment

Group 2 – One Topcase Replacement, & Group 3 – Keycap Replacements

Group 2 is comprised of Class Members who, within four years of purchasing a Computer, obtained one Topcase Replacement, and who attest on the **Claim Form** that the repair did not resolve their keyboard issues.

Group 3 is comprised of Class Members who, within four years of purchasing a Computer, obtained one or more Keycap Replacements (but not any Topcase Replacements), and who attest on the **Claim Form** that the repair did not resolve their keyboard issues.

If you are a Group 2 or Group 3 Class Member, **you must complete and submit a Claim Form by [Filing Deadline], and if the Claim Form is not prepopulated when it is sent to you, then you must provide the evidence requested in order for the claim to be valid.** Claims may be submitted online at **[Settlement Website]** or mailed at the address on the form.

Under the terms of the Settlement, eligible Group 2 Class Members will receive a payment of up to \$173.00 CAD per Computer, and eligible Group 3 Class Members will receive a payment of up to \$69.00 CAD per Computer.

Group 2 or Group 3 Class Members can make a claim only once per Computer, but they may make additional claims in the event they purchased multiple Computers that qualify for payment.

INTERPRETATION

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

QUESTIONS ABOUT THE SETTLEMENT SHOULD BE DIRECTED TO THE CLAIMS ADMINISTRATOR RICEPOINT ADMINISTRATION INC. AS BELOW:

CLAIMS ADMINISTRATOR:

**Ricepoint Administration Inc.
P.O. Box 3355
London, Ontario, N6A 4K3
1-855-662-1833**

[Insert Settlement Website]

**THE PUBLICATION OF THIS NOTICE TO CLASS MEMBERS
HAS BEEN APPROVED AND ORDERED BY THE SUPERIOR COURT OF QUÉBEC.**

***Computer** means any of the following Apple computer models:

- MacBook (Retina, 12-inch, Early 2015)
- MacBook (Retina, 12-inch, Early 2016)
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- MacBook Air (Retina, 13-inch, 2018)
- MacBook Air (Retina, 13-inch, 2019)
- MacBook Pro (13-inch, 2016, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2017, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2019, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2016, Four Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2017, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2016)
- MacBook Pro (15-inch, 2017)
- MacBook Pro (13-inch, 2018, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2018)
- MacBook Pro (13-inch, 2019, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2019)

SCHEDULE C-4

MACBOOK BUTTERFLY KEYBOARD CLASS ACTION SETTLEMENT

QUEBEC CLASS ACTION SETTLEMENT

NOTICE OF COURT ORDER APPROVING THE SETTLEMENT AND CLASS COUNSEL FEES (SHORT FORM)

SIMARD V. APPLE CANADA INC. ET AL. CLASS ACTION
(Court File N°: 500-06-001140-215)

This notice is to:

- i) Everyone in Quebec who purchased/owns/owned; and
- ii) Everyone who purchased in Quebec

**A MacBook laptop sold between 2015 and 2019 equipped with a “Butterfly”
keyboard**

PLEASE READ THIS NOTICE CAREFULLY.
THIS CLASS ACTION HAS BEEN SETTLED AND APPROVED BY THE COURT.

WHAT THE ACTION IS ABOUT

If you purchased (other than for resale) a MacBook laptop sold between 2015 and 2019 equipped with a “butterfly” keyboard (“**Computer**”) in Quebec, or if you live in Quebec and purchased or own (other than for resale) such a Computer, this is a notice of the settlement of a class action concerning your Computer. *See full list of class Computers at the end of this notice.

The settlement has been approved by the Superior Court of Québec and requires Apple Canada Inc. and Apple Inc. (collectively, “**Apple**”) to compensate affected clients (the “**Class Members**”). The settlement is not an admission of liability, wrongdoing or fault.

HOW TO RECEIVE YOUR SHARE OF THE SETTLEMENT FUNDS

Group 1

Group 1 is comprised of Class Members who, within four years of purchasing a Computer, obtained two or more Topcase Replacements based on Apple’s records. If you are a Group 1 Class Member, you will receive a separate notice by email confirming that you are a Group 1 Class Member and you will receive a payment of up to \$545.00 CAD per Computer. This amount will be sent directly to you by electronic fund transfer at the last known email address that Apple has on record for you. Group 1 Class Members may receive compensation only once per Computer, but may receive additional payments in the event that they purchased multiple Computers that qualify for payment.

Group 2 or 3

If you are not a Group 1 Class Member, you may be a Group 2 or Group 3 Class Member.

Group 2 Class Members received a single Topcase Replacement that did not resolve their keyboard issues. Group 3 Class Members received one or more Keycap Replacements that did not resolve their keyboard issues.

If you are a Group 2 or Group 3 Class Member, **you must complete and submit a Claim Form by [Filing Deadline], provide the evidence requested in order for this claim to be valid, and attest on the Claim Form that the repair did not resolve your keyboard issues.** Claims may be submitted online at **[Settlement Website]** or mailed at the address on the form.

Under the terms of the Settlement, eligible Group 2 Class Members will receive a payment of up to \$173.00 CAD per Computer, and eligible Group 3 Class Members will receive a payment of up to \$69.00 CAD per Computer.

Group 2 or Group 3 Class Members can receive compensation only once per Computer, but they may make additional claims in the event they purchased multiple Computers that qualify for payment.

MORE INFORMATION

Copies of the detailed notices to Class Members, as well as a copy of the Settlement Agreement and/or the other relevant Judgments and proceedings can be found on the Claims Administrator's Settlement Website at: **[Settlement Website]**

For more information, please contact the Claims Administrator as below:

Ricepoint Administration Inc.
P.O. Box 3355
London, Ontario, N6A 4K3
1-855-662-1833
[Insert Settlement Website]

The attorneys representing the Class ("**Class Counsel**") are the firm of Lex Group Inc. (c/o Mtre. David Assor), which can be contacted at davidassor@lexgroup.ca.

THE PUBLICATION OF THIS NOTICE TO CLASS MEMBERS HAS BEEN APPROVED AND ORDERED BY THE SUPERIOR COURT OF QUÉBEC.

***Computer** means any of the following Apple computer models:

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- MacBook (Retina, 12-inch, Early 2016)
- MacBook (Retina, 12-inch, 2017)
- MacBook Air (Retina, 13-inch, 2018)
- MacBook Air (Retina, 13-inch, 2019)
- MacBook Pro (13-inch, 2016, Two Thunderbolt 3 Ports)

- MacBook Pro (13-inch, 2017, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2019, Two Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2016, Four Thunderbolt 3 Ports)
- MacBook Pro (13-inch, 2017, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2016)
- MacBook Pro (15-inch, 2017)
- MacBook Pro (13-inch, 2018, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2018)
- MacBook Pro (13-inch, 2019, Four Thunderbolt 3 Ports)
- MacBook Pro (15-inch, 2019)

SCHEDULE D

NOTICE PLAN

A. NOTICE OF HEARING FOR SETTLEMENT APPROVAL AND COUNSEL FEE APPROVAL AND OPT-OUT (“NOTICE OF HEARING AND OPT-OUT”)

- (1) For the purposes of this Notice Plan, the definitions found in the Settlement Agreement apply.
- (2) Reference is made in this Notice Plan to the *Notice of Hearing and Opt-Out for Settlement Approval and Counsel Fee Approval (Long Form)* in English and in French (the “**Long Form Notice of Hearing and Opt-Out**”, **Schedule B-1** to the Settlement Agreement), and to the *Notice of Hearing and Opt-Out for Settlement Approval and Counsel Fee Approval (Short Form)* in English and in French (the “**Short Form Notice of Hearing and Opt-Out**”, **Schedule B-2** to the Settlement Agreement).
- (3) The Notice of Hearing and Opt-Out shall be disseminated as follows:
 - (a) Within ten (10) days of the First Order, Apple will provide the Claims Administrator with an updated list of Class Member email addresses.
 - (b) Within thirty (30) days of the First Order, the Claims Administrator will send the Short Form Notice of Hearing and Opt-Out (**Schedule B-2**) to Class Members by email, using the email addresses for Class Members provided by Apple, except where Class Counsel has provided the Claims Administrator with updated email addresses received from Class Members who contacted him directly, in which case the Claims Administrator shall use such updated email addresses. The Short Form Notice of Hearing sent to Class Members by email will contain a hyperlink to the Long Form Notice of Hearing and Opt-Out (**Schedule B-1**) on the Settlement Website (as defined in the Distribution Protocol, **Schedule E** to the Settlement Agreement).

- (c) In the event that an email containing the Short Form Notice of Hearing and Opt-Out (**Schedule B-2**) bounces back as undeliverable for certain Class Members, notice shall also be sent to such Class Members by post (to the extent that Defendants or the Claims Administrator have postal mailing information for such Class Members).
 - (d) For Class Members who do not have a valid email address in Apple's records, the Short Form Notice of Hearing and Opt-Out (**Schedule B-2**) shall also be sent to such Class Members by post (to the extent that Defendants or the Claims Administrator have postal mailing information for such Class Members).
 - (e) Before sending any printed notices to postal addresses, the Class Administrator will update and/or complete the postal addresses, as it sees fit, including by way of processing the lists through Canada Post's NCOA Mover Data service.
 - (f) The Claims Administrator will further arrange for publication of the Short Form Notice of Hearing and Opt-Out (**Schedule B-2**) in the following newspapers both printed (quarter page) and online:
 - (i) Montreal Gazette (in English);
 - (ii) Journal de Montréal (in French);
 - (iii) Journal de Québec (in French).
 - (g) Such newspaper publication will be made on a Saturday, on a date to be agreed upon or as ordered by the Court.
- (4) Once the settlement is made public by the filing of material before the Court in connection therewith, Class Counsel will, at their expense, post the Long Form Notice of Hearing and Opt-Out (**Schedule B-1**) and Short Form Notice of Hearing and Opt-Out (**Schedule B-2**), the Settlement Agreement with its schedules and any relevant

proceedings and judgments on their firm website and/or option to post links on their firm social media accounts.

(5) Class Counsel and the Claims Administrator will also provide a copy of the Short Form Notice of Hearing and Opt-Out (**Schedule B-2**) by email to any person who has contacted them and requested a copy of said notice in respect of this class action.

(6) Within thirty (30) days of the First Order, the Claims Administrator will set up a website regarding the proposed settlement (and regarding the eventual Distribution of the Total Settlement Amount if the settlement is approved by the Court) (the "**Settlement Website**"). The Settlement Website will include:

- (a) A brief description of the Class Action;
- (b) The copies of the Settlement Agreement with its schedules, and relevant proceedings and judgments in the Class Action;
- (c) The copies of the Notice of Hearing and Opt-Out, both long and short form (**Schedules B-1 and B-2**), in English and French;
- (d) The Claims Administrator's contact information and the Class Counsel's contact information.

(7) Within thirty (30) days of the First Order, the Claims Administrator will set up a telephone service with automatic responses to assist Class Members.

B. NOTICE OF ORDER FOR SETTLEMENT APPROVAL AND CLASS COUNSEL FEE APPROVAL ("NOTICE OF COURT ORDER")

(1) Reference is made in this Notice Plan to the *Group 1 – Notice of Court Order Approving the Settlement and Class Counsel Fees (Short Form)* in English and in French (the "**Short Form Notice of Court Order to Group 1**", **Schedule C-1** to the Settlement Agreement), to the *Group 2 & Group 3 – Notice of Court Order Approving the Settlement and Class Counsel Fees (Short Form)* in English and in French (the "**Short Form Notice of Court Order to Group 2 & Group 3**", **Schedule C-2** to the Settlement Agreement), to

the *Notice of Court Order Approving the Settlement and Class Counsel Fees (Long Form)* in English and in French (the “**Long Form Notice of Court Order**”, **Schedule C-3** to the Settlement Agreement), and to the *Notice of Court Order Approving the Settlement and Class Counsel Fees (Short Form)* in English and in French (the “**Short Form Notice of Court Order**”, **Schedule C-4** to the Settlement Agreement).

(2) The Notice of Court Order shall be disseminated as follows:

- (a) Within fifteen (15) days of the Second Order, Apple will indicate to the Claims Administrator, from the updated list of Class Member emails already provided, which Class Member emails are part of Group 1, Group 2 and Group 3.
- (b) Within thirty (30) days of the Effective Date, the Claims Administrator will send the Short Form Notice of Court Order to Group 1 (**Schedule C-1**) by email to the Class Members belonging to Group 1 using the email addresses for Group 1 provided by Apple, except where Class Counsel has provided the Claims Administrator with updated email addresses, in which case the Claims Administrator shall use such updated email addresses.
- (c) The Claims Administrator will send the Short Form Notice of Court Order to Group 2 & Group 3 (**Schedule C-2**) by email to all of those Class Members in the list provided by Apple who are identified as being part of Group 2 or Group 3.
- (d) The Claims Administrator will send the Short Form Notice of Court Order (**Schedule C-4**) by email to all those Class Members in the list provided by Apple for whom Apple’s records do not reflect as being part of Groups 1, 2 or 3.
- (e) In the event that an email containing the Short Form Notice of Court Order to Group 1 (**Schedule C-1**), the Short Form Notice of Court Order to Group 2 & Group 3 (**Schedule C-2**) or the Short Form Notice of Court Order (**Schedule C-4**) bounces back as undeliverable for certain Class Members,

notice shall also be sent to such Class Members by post (to the extent that Defendants or the Claims Administrator have postal mailing information for such Class Members).

- (f) For Class Members who do not have a valid email address in Apple's records, the Short Form Notice of Court Order to Group 1 (**Schedule C-1**), the Short Form Notice of Court Order to Group 2 & Group 3 (**Schedule C-2**) or the Short Form Notice of Court Order (**Schedule C-4**) shall also be sent to such Class Members by post (to the extent that Defendants or the Claims Administrator have postal mailing information for such Class Members).
 - (g) The Claims Administrator will further arrange for publication of the Short Form Notice of Court Order (**Schedule C-4**) in the following newspapers both printed (quarter page) and online:
 - (i) Montreal Gazette (in English);
 - (ii) Journal de Montréal (in French);
 - (iii) Journal de Québec (in French).
 - (h) Such newspaper publication will be made on a Saturday, on a date to be agreed upon or as ordered by the Court.
 - (i) The Short Form Notice of Court Order (**Schedule C-4**) published in the above-mentioned newspapers will reference the Settlement Website (as defined in the Distribution Protocol, **Schedule E** to the Settlement Agreement) where the Short Form Notice of Court Order to Group 1 (**Schedule C-1**), the Short Form Notice of Court Order to Group 2 & Group 3 (**Schedule C-2**) and the Long Form Notice of Court Order (**Schedule C-3**) will be available.
- (3) Class Counsel will, at their expense, post the Short Form Notice of Court Order to Group 1 (**Schedule C-1**), and the Short Form Notice of Court Order to Group 2 and Group

3 (**Schedule C-2**), and the Long Form Notice of Court Order (**Schedule C-3**), and the Short Form Notice of Court Order (**Schedule C-4**) on their firm website and/or option to post links on its firm social media accounts.

(4) Class Counsel and the Claims Administrator will also provide a copy of the Short Form Notice of Court Order (**Schedule C-4**) by email to any person who has contacted them and requested a copy of said notice in respect of this class action.

(5) Within ten (10) days of the Effective Date, the Claims Administrator will publish on the Settlement Website the following notices:

- (a) The Short Form Notice of Court Order to Group 1 (**Schedule C-1**), in English and in French;
- (b) The Short Form Notice of Court Order to Group 2 & Group 3 (**Schedule C-2**), in English and in French;
- (c) The Long Form Notice of Court Order (**Schedule C-3**), in English and in French;
- (d) The Short Form Notice of Court Order (**Schedule C-4**).

(6) Within ten (10) days of the Effective Date, the Claims Administrator will set up and maintain a toll-free telephone system with live support for Class Members.

SCHEDULE E
DISTRIBUTION PROTOCOL
PART I – DEFINITIONS

1. For the purposes of this Distribution Protocol, the definitions found in the Settlement Agreement apply, in addition to the following definitions:

(a) **“Apple Authorized Service Provider”** means a company authorized by Apple to provide in-warranty and out-of-warranty repair services for Apple products.

(b) **“Claims Period”** refers to the period during which the Claims Administrator will collect information and receive Settlement Groups members’ claims in its online Claim Form or otherwise. The Claims Period will start running from the date the Notice of Court Order is first published on the Claims Administrator’s website and will end on June 30, 2024.

(c) **“Claim Form”** means the online form found on the Claims Administrator’s Settlement Website that members of Group 2 and Group 3 must complete and submit online (or in paper form upon request to the Claims Administrator).

(d) **“Claimant”** means a Class Member submitting a claim under the Settlement Agreement.

(e) **“Filing Deadline”** means the last day of the Claims Period.

(f) **“Group 1: Multiple Topcase Replacements”** refers to Class Members who, within four years of purchasing a Class Computer, obtained two or more Topcase Replacements based on Apple’s records.

(g) **“Group 1 Online Portal”** is the portal found on the Settlement Website where Group 1 members may provide additional identifying information to receive payment, where applicable.

(h) **“Group 2: One Topcase Replacement”** refers to Class Members who, within four years of purchasing a Class Computer, obtained one Topcase Replacement, and who attest on the Claim Form that the repair did not resolve their keyboard issues.

(i) **“Group 3: Keycap Replacements”** refers to Class Members who, within four years of purchasing a Class Computer, obtained one or more Keycap Replacements (but not any Topcase Replacements), and who attest on the Claim Form that the repair did not resolve their keyboard issues.

(j) **“Keyboard Service Program (KSP)”** (<https://support.apple.com/keyboard-service-program-for-mac-notebooks>) means the program Apple announced on June 22, 2018, and later expanded to include additional MacBook computer models, providing keyboard repair service for eligible MacBook, MacBook Air, and MacBook Pro computers for four years from the date of purchase. The KSP provides four years of protection and remains available for any Settlement Class Member whose Class Computer keyboard may experience future issues within four years of purchase.

(k) **“Keycap Replacement”** refers to the replacement of one or more keycaps on a keyboard, performed by Apple or an Apple Authorized Service Provider, and does not involve replacement of the full keyboard module.

(l) **“Qualifying Keyboard Repair”** refers to a Keycap Replacement or a Topcase Replacement.

(m) **“Settlement Groups”** refer to Group 1, Group 2 and Group 3.

(n) **“Topcase Replacement”** refers to the replacement of the full keyboard module (including the battery, track pad, speakers, top case, and keyboard), performed by Apple or an Apple Authorized Service Provider.

PART II – GENERAL PRINCIPLES OF DISTRIBUTION

2. This Distribution Protocol is intended to govern the distribution of the Settlement Fund pursuant to the Settlement Agreement.

3. All amounts expressed in this Distribution Protocol are in Canadian Dollars (CAD).

PART III – ADMINISTRATION AND NOTIFICATION COSTS AND ORDER OF DISTRIBUTION

4. The intention of the Parties is that the Settlement Fund will first be used to pay for the Administration Expenses (as defined in the Settlement Agreement).

5. As provided in the Settlement Agreement, within thirty (30) days of the execution of the Settlement Agreement, Apple shall pay a first tranche of \$500,000.00 from the Settlement Fund to the Account in trust to ensure that money is available to the Claims Administrator to cover and pay for any Administration Expenses incurred or to be incurred.

6. The Claims Administrator will provide invoices to the Defendants (with copies of which to be sent to Class Counsel) for payment of the Administration Expenses on a monthly basis beginning after the appointment of the Claims Administrator by the Court. The Administration Expenses will be paid from the Settlement Fund, within thirty (30) days of the invoice provided.

7. Once the Administration Expenses and the Court approved Class Counsel Fees have been paid, the remainder of the Settlement Fund will be used to pay for the amounts or claims validly owing to Group 1, Group 2 and Group 3, as provided for below. Such amounts or approved claims owed to Group 1, Group 2 and Group 3 will be proportionally reduced (paid *pro rata*) and paid following the same distribution procedure described herein should the Settlement Fund be depleted.

PART IV – SETTLEMENT WEBSITE

8. Within thirty (30) days of the First Order, the Claims Administrator will set up and post a website to inform Class Members about the settlement and for the distribution of the Settlement Fund if the settlement is approved by the Court (“**Settlement Website**”). The Settlement Website will include:

- (a) A brief description of the Class Action;
- (b) The copies of the Settlement Agreement with its schedules, and relevant proceedings and judgments in the Class Action;
- (c) The copies of the Notice of Hearing and Opt-Out, both long and short form, in English and French;
- (d) The Claims Administrator’s contact information and the Class Counsel’s contact information;
- (e) The room number at the Montreal Courthouse where the hearing for settlement approval and counsel fee approval will take place.

9. In addition to this, within ten (10) days of the Effective Date, the Claims Administrator will add the following to the Settlement Website:

- (a) The Claim Form for Group 2 and Group 3;
- (b) The Group 1 Online Portal;
- (c) The copies of the eventual Notice of Court Order, both long and short form, in English and French; and
- (d) The copy of the Second Order;

10. The Settlement Website will allow Class Members to provide and update their personal information but will not display any Class Member's personal information.

11. The documents available on the Settlement Website will also be made available on the Class Counsel's firm website (www.lexgroup.ca).

PART V – INFORMATION ABOUT CLASS MEMBERS

12. Within ten (10) days following the First Order, Apple will provide a list of individuals associated with Class Computers included in the Class. This list / these lists will include, for each individual (if known):

- (a) Their full name;
- (b) Their email address;
- (c) Their home address;
- (d) The serial number of the Class Computer;

13. Within fifteen (15) days following the Second Order, Apple will indicate to the Claims Administrator, from the Class Member list already provided, which Class Members are part of Group 1, Group 2 and Group 3.

14. The Claims Administrator will cross-reference the above list(s) with the Class Member information previously received by the Claims Administrator directly from Class Counsel. The

Claims Administrator will update the information found in these lists accordingly and on an ongoing basis as required.

PART VI – DISTRIBUTION OF THE SETTLEMENT FUND – GROUP 1

15. The following describes the distribution of the Settlement Fund to Group 1 Class Members.

16. As per the Notice Plan (**Schedule D**), the Claims Administrator will communicate to Group 1 members the *Group 1 – Notice of Court Order Approving the Settlement and Class Counsel Fees (Short Form)* (the “**Short Form Notice of Court Order to Group 1**”, **Schedule C-1**). In this notice, Group 1 members will be informed that an e-Transfer will be sent directly to them, at the email address Apple has on file. They will be told that no further action is required on their part to receive the payment unless (i) they wish to update or modify their email address for the e-Transfer or (ii) they wish to receive the funds by mailed cheque. In such cases, Group 1 members will be instructed to go to the Group 1 Online Portal on the Claim Administrator’s Settlement Website before the Filing Deadline, in order to modify the email address or switch to payment by mailed cheque. A link to the Group 1 Online Portal will be included in the Short Form Notice of Court Order to Group 1 (**Schedule C-1**). The Short Form Notice of Court Order to Group 1 (**Schedule C-1**) will also provide each Group 1 member with their individualised login credentials.

17. The Short Form Notice of Court Order to Group 1 (**Schedule C-1**) will include any security code necessary to receive the electronic payment.

18. If Group 1 members wish to modify the email address for the e-Transfer, they will be required to access the Group 1 Online Portal on the Claims Administrator’s Settlement Website and confirm their preferred email address.

19. If a Group 1 member does not access the Group 1 Online Portal before the Filing Deadline in order to modify the email address or to switch to payment by mailed cheque, as detailed above, their payment will automatically be sent by e-Transfer to the email address found in the list of individuals associated with Class Computers included in Group 1 provided by Apple, where available.

20. As per the Notice Plan (**Schedule D**), if an email address is invalid (as demonstrated by a “bounce-back” message) or unavailable, and if a postal address is available, the Claims Administrator will send the Short Form Notice of Court Order to Group 1 (**Schedule C-1**) by

regular mail, using the information found in the list of individuals associated with Class Computers included in Group 1 provided by Apple.

21. Within thirty (30) days of the Filing Deadline, the Claims Administrator will distribute **\$545** to each of the Group 1 members. Group 1 members can receive compensation only once per Class Computer, but any Group 1 member may receive additional payments in the event they purchased multiple Class Computers that qualify for payment.

22. Group 1 members will thus not need to submit a Claim Form to receive payment.

PART VII– ADMINISTRATION OF THE SETTLEMENT FUND – GROUPS 2 & 3

23. The following describes the distribution of the Settlement Fund to Group 2 and Group 3 Class Members.

24. Members of Group 2 and Group 3 will have to submit a valid claim (as described below) through the Claim Form to the Claims Administrator.

25. The Claim Form must be submitted to the Claims Administrator on or before the Filing Deadline (any paper claims must be postmarked on or before the Filing Deadline) for the Claim to be valid and timely. No Claim Forms will be accepted by the Claims Administrator past the Filing Deadline.

a) Claim Form

26. Where reasonably practicable, Claim Forms for Class Members in Group 2 and Group 3 for whom Apple has records of a Qualifying Keyboard Repair will be pre-populated with Class Member contact and repair information.

27. The Claim Form will call for each Claimant to confirm or update their current contact information.

28. The Claim Form will require that the Claimant attest that the following statements are true:

(a) The Claimant lives in Quebec and purchased, own or owned a Class Computer, or the Claimant lives elsewhere but purchased a Class Computer in Quebec;

(b) The Claimant did not purchase the Class Computer for resale;

(c) The Claimant obtained a Qualifying Keyboard Repair; and

(d) The Qualifying Keyboard Repair did not resolve the Claimant's keyboard issues.

29. The Claimants who receive a link to a Claim Form with pre-populated answers to questions in paragraph 27 (a) or (c) above will not need to submit documentation in support of any pre-populated answer but must attest that the above statements are true and correct by checking a box in the Claim Form so indicating. Failure to do so will render the claim deficient.

30. All other Claimants must submit information to support their affirmations in paragraph 27 (a) or (c) herein. The Claim Form shall reflect the information and/or documentation necessary to validate claims for those Claimants whose purchases and/or repairs are not documented in Apple's records.

31. For each claim accompanied by documentation, the Claims Administrator will determine whether the attestation and documentation submitted conforms with the requirements agreed to pursuant to paragraph 30 herein.

32. The Claim Form will state that, unless otherwise provided, the funds will be transferred electronically to the email address provided in the Claim Form, where the claim is accepted by the Claims Administrator. In advance of the e-Transfer being sent, the Claims Administrator will provide advance notification to the eligible Class Member Claimants with a security answer. The security question and answer must comply with any requirements imposed by Interac in this regard.

33. The Claim Form will alternatively allow Class Member Claimants to indicate their preference for a mailed cheque. Claimants will be required to enter their preferred mailing address to receive the cheque.

b) Distribution of Funds to Group 2 and Group 3

34. Within thirty (30) days of the Filing Deadline, the Claims Administrator will distribute the funds to the Group 2 and Group 3 members whose claims have been accepted, in the following amounts:

(a) Group 2 members will receive a payment that will not exceed **\$173.00** per Class Computer;

(b) Group 3 members will receive a payment that will not exceed **\$69.00** per Class Computer;

35. In order to carry out the transfer of the amount owed to each Group 2 and Group 3 member, the Claims Administrator will use the identifying information, email address, and security question/answer provided in the Claim Form.

36. If the Group 2 or Group 3 member has declined to receive the funds electronically, the Claims Administrator will send a cheque in the applicable amount to the postal address specified in the Claim Form.

37. Group 2 and Group 3 members can receive compensation only once per Class Computer, but any Group 2 or Group 3 member may make additional claims in the event they purchased multiple Class Computers that qualify for payment.

PART VIII – REMAINING FUNDS

38. During the Claims Period, the Claims Administrator will provide periodic updates to Class Counsel and Defence Counsel, every week or sooner in the event of material developments in the distribution process.

39. Any e-Transfers issued under the settlement will remain active and valid for 30 days from their issuance, following which the e-Transfer will be cancelled by the Claims Administrator.

40. Any cheques issued to claimants under the settlement will remain valid for six (6) months from their issuance, following which they will be considered stale-dated and will be cancelled by the Claims Administrator.

41. The amounts of any such cancelled cheques or e-Transfers will be returned to the Account and the *Fonds d'aide aux actions collectives* will receive the share of the balance to which it is entitled by law, if any, and the remainder of the balance will be paid cy-près.

42. Within eight (8) months following the distribution of the Settlement Amount in accordance with the Distribution Protocol and the Settlement Agreement, the Claims Administrator will issue a detailed report of its administration respecting the provisions of the *Regulation of the Superior Court of Québec in civil matters, C-25.01, r. 0.2.1*, which will be sent to the Parties, the *Fonds d'aide aux actions collectives* and the Court, as per Article VI of the Settlement Agreement.

PART IX – RESOLUTION OF DISPUTES

43. The Claims Administrator's determinations regarding claims received and the distribution of the Settlement Fund are final and non-appealable. Prior to making a determination, the Claims Administrator may consult with Class Counsel and Defense Counsel to resolve any questions or uncertainties relating to such determinations.

PART X – CONFIDENTIALITY

44. All information received from Apple or the Class Members is collected, used, and retained by the Claims Administrator and/or Class Counsel pursuant to, *inter alia*, the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 for the purposes of administering their claims.

45. All such information is also to be treated confidentially in accordance with any Confidentiality Order rendered by the Court.