

SCHEDULE F
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 this 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 before the Effective Date.

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 ten (10) 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, as well as a hyperlink to attend said hearing virtually (as soon as said hyperlink is established by the Court).

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 in general, including a breakdown within the different Settlement Groups, to the Claims Administrator. 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;

(e) The Settlement Group to which they belong.

13. 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

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

15. 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.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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

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

23. 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.

24. 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

25. 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.

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

27. 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.

28. 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 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.

29. 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.

30. 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 29 herein.

31. 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.

32. 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

33. 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;

34. 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.

35. 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.

36. 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

37. 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.

38. 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.

39. 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.

40. 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.

41. 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

42. 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

43. 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.

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