

QUÉBEC CLASS ACTION SETTLEMENT

NOTICE OF SETTLEMENT APPROVAL

BADAoui V. APPLE CANADA INC., ET AL. CLASS ACTION
N° 500-06-000897-179

This Notice is to all persons who:

- (1) purchased an iPhone since December 29, 2014 (Battery Class), and/or
- (2) between December 20, 2015 and January 26, 2023, purchased AppleCare and/or AppleCare+ for an Apple product in Québec including but not limited to an iPhone, Apple Watch, iPad, iPod, Mac and/or MacBook and were not informed of their legal warranty under the *Consumer Protection Act* at the time of purchase (AppleCare Class).

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

THIS CLASS ACTION SETTLEMENT HAS BEEN APPROVED BY THE COURT.

SETTLEMENT APPROVED

The parties have negotiated a settlement of the class action (the “**Settlement Agreement**”), which was approved by the Superior Court of Québec on March 19, 2024, and therefore determined to be fair, reasonable and in the best interest of the Settlement Class.

The Defendants deny any liability and deny the truth of the allegations made against it. 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 the 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 **www.ConsumerWarrantyClassAction.com**. You must submit a claim on this Settlement Website by July 25, 2024 to obtain the additional monetary compensation described below.

The Settlement Agreement provides that the Defendants will pay a total of \$6,000,000.00 CAD, which includes the payment of Class Counsel fees of 30% of this amount (\$1,800,000.00 CAD) plus taxes and disbursements, but excludes the payment of Administration Expenses.

The Settlement Agreement provides for benefits to be paid to Eligible AppleCare Class Members. An Eligible AppleCare Class Member is an AppleCare Class Member who purchased AppleCare in a Québec Apple Store. This specifically excludes the purchase of AppleCare by any other method.

The Settlement Agreement provides for Eligible AppleCare Class Members to:

- a) automatically receive \$25.00 CAD per AppleCare contract purchased in an Apple Store in Québec between December 20, 2015 and January 26, 2023;
- b) be able to submit a claim that, if approved, will provide for an additional amount of up to 50% of what they paid for their AppleCare contract(s), before sales tax, between December 20, 2015 and January 26, 2023.

Eligible AppleCare Class Members will receive these payments via an e-transfer to their last known email address that the Defendants have on file.

If you are receiving this Notice by post, Apple does not have a valid email address for you on file. Please contact the Claims Administrator to provide information for an e-transfer. Otherwise, if the settlement is approved, you will receive a cheque to this same address.

Eligible AppleCare Class Members can submit a claim for the additional amount by submitting a Claim Form before the filing deadline: **July 25, 2024**. You will be required to attest that you were not informed orally and in writing of the existence of the legal warranty when purchasing AppleCare, pursuant to the requirements of the *Consumer Protection Act* and its relevant regulation.

In return for providing the benefits, the Defendants will receive a release from the AppleCare 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.

AUTHORIZATION OF THE CLASS ACTION

On December 29, 2017, a class action was commenced in Québec against Apple Canada Inc. and Apple Inc. (“Apple”), and later amended, notably alleging that: (1) Apple failed in its duty to inform consumers of the limited lifespan of the rechargeable batteries in relation to the lifespan of the iPhone when consumers purchased an iPhone, and (2) when selling AppleCare and/or AppleCare+, Apple failed in its duty to inform Québec consumers, orally and in writing, in the manner prescribed by regulation, of the existence and nature of the legal warranty under the *Consumer Protection Act* (“CPA”). The Representative Plaintiffs asked the Court to order Apple to pay compensatory and punitive damages in amounts to be determined.

On July 16, 2019, the Honourable Justice Chantal Corriveau of the Superior Court of Québec authorized the bringing of this class action against the Defendants. On March 17, 2021, and as rectified on April 15, 2021, the Québec Court of Appeal redefined one of two class descriptions and a common question. The classes were defined as follows:

Apple Battery Class:

All consumers who purchased an iPhone since December 29, 2014.

AppleCare Class:

All consumers who, since December 20, 2015, purchased “AppleCare” and/or “AppleCare+” for an Apple product including an iPhone, Apple Watch, iPad, iPod and/or MacBook and were not informed of their legal warranty under the *Consumer Protection Act* at the time of purchase.

(Together, the “Classes” or “Class Members”)

This class action has now been settled, as described above.

DISCONTINUANCE

On March 19, 2024, the Superior Court of Québec authorized the Plaintiffs to discontinue the class action related to the Battery Class and their claims, thereby putting an end to the Battery Class portion of the class action.

Be aware that now that the Court has allowed the discontinuance, the class action related to the Battery Class is terminated. Limitation period is no longer suspended. Therefore, Class Members will be required to pursue their own legal claims, should they so desire.

MORE INFORMATION

For further information or details about the Settlement Agreement, you may contact Class Counsel identified below. Your name and any information provided will be kept confidential. Please do not contact the Defendants, or the judges of the Superior Court.

Mtre Joey Zukran
LPC Avocat Inc.
276 rue Saint-Jacques, Suite 801
Montréal, Québec, H2Y 1N3
Telephone: 514 379-1572
Email: jzukran@lpclex.com

Mtre. Michael Vathilakis
Renno Vathilakis Inc.
145 St-Pierre Street, Suite 201
Montréal, Québec, H2Y 2L6
Telephone: 514 937-1221
Email: mvathilakis@renvath.com

You may also visit the Settlement Website at www.ConsumerWarrantyClassAction.com or contact the Claims Administrator:

Consumer Warranty Class Action
c/o RicePoint Administration
P.O. Box 3355
London, Ontario, N6A 4K3
1-855-662-1833
Email: ConsumerWarranty@ricepoint.com

INTERPRETATION

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

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