

APPLECARE QUEBEC CLASS ACTION SETTLEMENT
(Badaoui v. Apple Canada Inc., S.C.M. N° 500-06-000897-179)

**NOTICE OF A SETTLEMENT APPROVAL HEARING CONCERNING AN ADDENDUM
TO THE APPLECARE QUEBEC SETTLEMENT**

NOTICE to all persons who, between December 20, 2015 and January 26, 2023, purchased AppleCare and/or AppleCare+ for an Apple product in Quebec 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 Quebec *Consumer Protection Act* at the time of purchase (“**AppleCare Class**”).

PLEASE READ THIS NEW NOTICE CAREFULLY. IT MAY AFFECT YOUR RIGHTS.
THIS CLASS ACTION HAS BEEN SETTLED, SUBJECT TO COURT APPROVAL OF
AN ADDENDUM TO THE SETTLEMENT.

Due to a data complication that has now been resolved, you did not receive the initial notice to AppleCare Class Members and, as such, may have not been notified of the Quebec AppleCare settlement that was approved by the Court on March 19, 2024 (“**Initial Settlement**”). The parties have ensured that your rights have been preserved and not impacted by this complication. By judgment rendered on July 24, 2024, the Court suspended all delays related to the Claims Administrator until a future date. For more information on the Initial Settlement, including copies of the settlement documents, please visit the Settlement Website at www.ConsumerWarrantyClassAction.com.

The purpose of this Notice is to inform you that a settlement approval hearing will take place concerning the addendum to the Initial Settlement on **February 27, 2025, at 2:00 p.m., in room 2.08** of the Montreal Courthouse, to decide on the terms of the addendum and your rights thereunder.

THE PROPOSED ADDENDUM TO THE SETTLEMENT

New facts and evidence led the parties to revise the terms of the Initial Settlement. The parties have agreed to an addendum to the Initial Settlement (the “**Settlement Addendum**”), which provides that Apple will pay an additional amount of \$18,019,876.70, bringing the total Settlement amount to \$24,019,876.70 (the “**Settlement Amount**”), plus any interest earned, which includes the additional payment of Class Counsel fees and disbursements of \$4,019,527.50 plus taxes, but excludes the payment of Administration Expenses, which are paid separately by Apple.

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

The Settlement Addendum, if approved by the Court, 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 Quebec Apple Store between the dates listed below. This specifically excludes the purchase of AppleCare by any other method.

If approved by the Court, the Settlement Addendum provides for Eligible AppleCare Class Members to:

- a) automatically receive **\$25.00 per AppleCare contract** purchased in an Apple Store in Quebec between December 20, 2015 and January 26, 2023; and
- 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, purchased in an Apple Store between December 20, 2015 and January 26, 2023.

Eligible AppleCare Class Members will receive these payments via an Interac e-transfer to their last known e-mail address that Apple has 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 listed at the bottom of this document to provide information for an Interac e-transfer. Otherwise, if the Settlement Addendum is approved, you will receive a cheque to this same address.

In return for the payment of the Settlement Amount, Apple will receive a release from the AppleCare Class Members and a declaration of settlement out of court of the Class Action.

SETTLEMENT ADDENDUM HEARING DATE

A hearing before the Superior Court of Quebec will be held on **February 27, 2025 at 2:00 p.m.**, at the Montreal courthouse located at 1, Notre-Dame East Street, Montreal, Quebec, in **room 2.08**, or via a TEAMS link, to approve the Settlement Addendum. This date may be subject to adjournment by the Court without further publication notice to the Class Members, other than such notice which will be posted on Class Counsel's website www.lpclex.com/AppleCare or on the claim's administrator's website: www.ConsumerWarrantyClassAction.com. You can consult the full version of the Initial Settlement, the Settlement Addendum and other documents related to the Class Action at those websites.

If you wish to be included in the Class Action and bound by its Settlement, or have already submitted a claim, you have nothing to do at this stage.

If you do not wish to participate in this Class Action and its Settlement:

If you wish to exclude yourself from the Class Action and its Settlement, 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 Addendum. You will be able to exclude yourself by sending by email to Class Counsel at the following address: jzukran@lpclex.com. Class Counsel will file your exclusion in Court prior to the hearing to approve the Settlement Addendum. **If you wish to exclude yourself, you must do so by February 14, 2025.** You will be required to state that you wish to exclude yourself from the class action *Badaoui v. Apple Canada Inc. et al.* (case number N° 500-06-000897-179).

If you wish to object to the terms of the proposed Settlement Addendum:

If you disagree with the Settlement Addendum, but you do not wish to opt out of the class action, you can object to the Settlement Addendum by delivering a written submission on or before

February 14, 2025, filed with the Court or Class Counsel (izukran@lpclex.com) in accordance with the proposed Settlement Addendum and containing 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 Addendum 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 Addendum. Any objections will be used by the Court to consider whether to approve the Settlement Addendum or not.

As a Class Member, you have the right to intervene in the present Class Action, in the manner provided for by law. No Class Member other than the representative plaintiff or an intervenor may be required to pay legal costs arising from the class action.

If the Settlement Addendum is approved, another Notice to the Eligible AppleCare Class Members will be sent explaining the method of distributing the Settlement Amount, which includes the details about the claims process and the applicable delay to file a claim.

AUTHORIZATION OF THE CLASS ACTION

On December 29, 2017, a class action was commenced in Quebec against 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 Quebec 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 Superior Court of Quebec authorized this class action against Apple. On May 5, 2023, the Court defined the AppleCare Class as follows for settlement purposes:

AppleCare Class:

All consumers who, between December 20, 2015, and January 26, 2023, purchased AppleCare and/or AppleCare+ for an Apple product in Quebec, 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.

MORE INFORMATION

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

Mtre Joey Zukran

LPC Avocats

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Email: jzukran@lpclex.com

Mtre. Michael Vathilakis

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Montreal, Quebec, 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:

RicePoint Administration Inc. (dba Verita Global)

P.O. Box 3355

London, Ontario, N6A 4K3

1-855-662-1833

consumerwarranty@ricepoint.com

INTERPRETATION

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

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