

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) **“Claims-Based Group”** includes the Reimbursement Group and the Remaining Group.

(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 span ninety (90) calendar days and will start running from the date the Notice of Court Order is sent to Class Members.

(c) **“Claim Form”** means the online form found on the Claims Administrator’s Settlement Website that Remaining Group and Reimbursement Group members must complete and submit online (or in paper form upon request to the Claims Administrator). A Claim Form submitted by a Remaining Group member is called a **“Remaining Claim Form”** and a Claim Form submitted by a Reimbursement Group member is called a **“Reimbursement Claim Form”**.

(d) **“Complaint Group”** refers to Class Members associated with the 5,943 Devices about which Apple was contacted about an alleged graphics issue, but for which no Service was obtained, according to Apple’s records.

(e) **“Devices”** means 15” and 17” 2011 MacBook Pro laptops manufactured by Apple, and **Device** means any one thereof.

(f) **“Direct Group”** includes the Service Group and the Complaint Group collectively.

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

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

(i) **“Graphics Issue”**: The following symptoms are included in the definition of Graphics Issue:

- (i) Distorted or scrambled video on the Device screen; and/or
- (ii) No video on the Device screen (or external display) even though the computer is on; and/or
- (iii) Device restarts unexpectedly.

(j) **“Remaining Group”** refers to Class Members who are not included in either the Service Group or the Complaint Group, but who experienced a Graphics Issue with their Device prior to January 1, 2017.

(k) **“Reimbursement Group”** refers to Class Members who paid for Repairs on or before December 31, 2017, for a Graphics Issue affecting their Device prior to January 1, 2017, and who have not already received a reimbursement from Apple.

(l) A **“Repair”** includes, but is not limited to, changing or repairing the logic board or graphics chip of the Device, re-soldering the chips or other Device components, bypassing a graphics chip. Repairs are those conducted in response to a Graphics Issue.

(m) **“Service Group”** refers to Class Members associated with the 9,993 Devices which Apple has identified from its records as having received Service from Apple for a Graphics Issue.

(n) **“Service(s)”** are those services undertaken on the Device in relation to Graphics Issues. Services include, but are not limited to, Repairs conducted out of warranty (under Apple’s Repair Extension Program or otherwise), under warranty, through AppleCare, and through a Customer Satisfaction code.

(o) **“Settlement Groups”** include the Reimbursement Group, the Remaining Group, the Service Group, and the Complaint Group.

PART II – GENERAL PRINCIPLES OF DISTRIBUTION

2. This Distribution Protocol is intended to govern the distribution of the Total 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 Total Settlement Fund will first be used to pay for the Administration Expenses (as defined in the Settlement Agreement).

5. The Administration Expenses will be paid from the Total Settlement Fund. The Parties have estimated that Administration Expenses may represent approximately \$400,000.00 but this estimation in no way represents a limit.

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 Total Settlement Fund, within 30 days of the invoice provided.

7. Once the Administration Expenses and the Court approved Class Counsel Fees have been paid, and subject to what is detailed below dealing with the Reimbursement Group specifically, the remainder of the Settlement Amount will be used to pay for the amounts or claims validly owing to the Service Group, the Complaint Group and the Remaining Group, as provided for below. Such amounts or approved claims owed to the Service Group, the Complaint Group, and the Remaining Group, will be paid *pro rata* should the Settlement Amount be depleted.

PART IV – SETTLEMENT WEBSITE

8. Within 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 Total 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, 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 hyperlink to attend the virtual hearing for settlement approval and counsel fee approval (as soon as said hyperlink is established by the Court).
9. In addition to this, within 10 days of the Effective Date, the Claims Administrator will add the following to the Settlement Website:
- (a) The Claim Form for the Reimbursement Group;
 - (b) The Claim Form for the Remaining Group;
 - (c) The Direct Group Online Portal (for the Service Group and the Complaint Group);
 - (d) The copies of the eventual Notice of Court Order, both long and short form, in English and French; and
 - (e) 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 two (2) business days following the First Order, Apple will provide a list of individuals associated with Devices 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 Device included in the Class;
- (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 TOTAL SETTLEMENT FUND – CLAIMS-BASED GROUP

14. The following describes the distribution of the Total Settlement Fund to the Claims-Based Group, which includes the Reimbursement Group and the Remaining Group.

15. Members of the Claims-Based Group will have to submit a valid claim (as described below) through the Claim Form to the Claims Administrator. No Claim Forms will be accepted by the Claims Administrator past the Filing Deadline (any paper claims must be postmarked on or before the Filing Deadline).

A. Distribution of the Settlement Funds to the Reimbursement Group

16. \$750,000.00 of the Total Settlement Fund will be attributed to Class Members who have paid for Repairs to their Device, and not received a reimbursement for such Repairs from Apple, subject to the acceptance of their claim (“**Reimbursement Claim**”) by the Claims Administrator.

17. Following the Notice of Court Order, Class Member claimants will present a Reimbursement Claim to the Claims Administrator.

18. To make a valid Reimbursement Claim, claimant Class Members must submit a valid and timely Reimbursement Claim Form to the Claims Administrator on or before the Filing Deadline (any paper claims must be postmarked on or before the Filing Deadline).

19. The claimant Class Members must include their full name, address, and email address in the Reimbursement Claim Form.

20. The Reimbursement Claim Form will require the claimant Class Member to attest that the following statements are true:

- (a) that the Class Member claimant paid for a Repair;
- (b) that the Repair was due to a Graphics Issue affecting the Device;
- (c) that the Graphics Issue affected their Device before January 1, 2017; and
- (d) that the Class Member was not already reimbursed by Apple for the Repair.

21. The Class Member claimant will attest to the above by checking a box in the Reimbursement Claim Form so indicating. Failure to do so will render the Reimbursement Claim deficient.

22. A Receipt for Repair, in the form of an original receipt, an email receipt, or a photocopy of an original receipt, or other sufficient proof to be accepted by the Claims Administrator (at its discretion) (“**Receipt for Repair**”) must be attached to the Reimbursement Claim Form for a Reimbursement Claim to be deemed valid by the Claims Administrator. The Receipt for Repair must be dated on or before December 31, 2017.

23. The Reimbursement Claim Form will state that, unless otherwise provided, the funds will be transferred electronically to the email address provided in the Reimbursement Claim Form, where the Reimbursement Claim is accepted by the Claims Administrator. A security question and answer will have to be provided by the Class Member claimant in the Reimbursement Claim Form, for the electronic transfer of funds. The security question and answer must comply with any requirements imposed by Interac in this regard.

24. The Reimbursement 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.

25. The Reimbursement Claim Form must be submitted to the Claims Administrator during the Claims Period for the Claim to be valid.

26. Within 30 days of the Filing Deadline, the Claims Administrator will distribute the funds to the Reimbursement Group members whose claims have been accepted.

27. Reimbursement Group members will receive a full reimbursement of the amount indicated on the submitted (and approved) Receipt for Repair, either electronically or by mail, as specified

by the Claim Member on the Reimbursement Claim Form, except that the total amount of all Reimbursement Group claims may not surpass \$750,000.00, as described in para. 29 below.

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

29. If the Reimbursement Group member has declined to receive the funds electronically, the Claims Administrator will send a cheque in the amount of the reimbursement to the postal address specified in the Reimbursement Claim Form.

30. In the event that the total amount of approved claims for the Reimbursement Group surpasses \$750,000.00, the Reimbursement Group members will be paid on a pro rata basis, following the same distribution procedure described above.

B. Distribution of the Settlement Funds to the Remaining Group

31. \$1,405,775.00 of the Total Settlement Fund will be attributed to the Remaining Group, composed of Class Members who are not included in the Direct Groups but who experienced Graphics Issues while using their Device. Remaining Group members will be entitled to a maximum of \$175 per Device, subject to the acceptance of their claim ("**Remaining Claim**") by the Claims Administrator, unless there is more than one owner per Device.

32. Following the Notice of Court Order, Remaining Group claimants will present a Remaining Claim to the Claims Administrator.

33. To make a valid Remaining Claim, Remaining Group claimants must submit a valid and timely Remaining Claim Form to the Claims Administrator on or before the Filing Deadline (any paper claims must be postmarked on or before the Filing Deadline).

34. The Remaining Group claimant must include their full name, address, and email address in the Remaining Claim Form.

35. The Remaining Claim Form will attest that the following statements are true:

- (a) That the Remaining Group claimant owned a Device;
- (b) That they are not a member of the Service Group or of the Complaint Group;

(c) That they experienced a Graphics Issue with their Device before January 1, 2017.

36. The Remaining Group claimant will attest to the above by checking a relevant box in the Remaining Claim Form so indicating. Failure to do so will render the Remaining Claim deficient.

37. In the Remaining Claim Form, Remaining Group claimant will provide sufficient information for the Claims Administrator to be able to establish that the claimant owned a Device. Such information or proof will be verified by the Claims Administrator against the list of individuals associated with Devices included in the Remaining Group provided by Apple.

38. If a Remaining Group claimant is not on the list of individuals associated with Devices included in the Class provided by Apple, the Claims Administrator will make an account of this to Class Counsel and Defence Counsel. In such a case, and unless Class Counsel and Defence Counsel agree otherwise, the Remaining Group claimant will be asked to provide:

(a) sufficient proof of purchase of a Device in Quebec, which may without limitation include a receipt (email, copy, or original) and/or the Device serial number to be verified against Apple's records; or

(b) sufficient proof of residency in Quebec AND sufficient proof of purchase of a Device elsewhere than Quebec, which may without limitation include a receipt (e-mail, copy, or original) and/or the Device serial number to be verified against Apple's records.

39. The Remaining Claim Form will state that, unless otherwise provided, the funds will be transferred electronically to the email address provided in the Remaining Claim Form, where the Remaining Claim is accepted by the Claims Administrator. A security question and answer will have to be provided by the Remaining Group claimant in the Remaining Claim Form, for the electronic transfer of funds. The security question and answer must comply with any requirements of Interac in this regard.

40. Alternatively, the Remaining Claim Form will allow claimants to indicate their preference for a mailed cheque. Claimants will be required to enter their preferred mailing address to receive the cheque.

41. The Remaining Claim Form must be submitted to the Claims Administrator during the Claims Period to be deemed valid.

42. Within 30 days of the Filing Deadline, the Claims Administrator will distribute \$175 to the Remaining Group members whose claims have been accepted, unless there are more than one Remaining Claim made for the same Device.

43. In the event that more than one Remaining Claim is made for a single Device in the Remaining Group, the \$175 payment will be divided evenly among all owners of that Device following the same procedure.

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

45. If the Remaining Group member has declined to receive the funds electronically, the Claims Administrator will send a cheque with the amount owed to the postal address specified in the Remaining Claim Form.

PART VII– ADMINISTRATION OF THE TOTAL SETTLEMENT FUND – DIRECT GROUP

A. Description of the Service Group

46. \$1,748,775.00 of the Total Settlement Fund will be attributed to the payment of up to \$175 to each Class Member associated with the 9,993 Devices which Apple has identified as having received Service from Apple for a Graphics Issue (i.e. to members of the Service Group).

47. If Apple has a record of more than one Class Member associated with a single Device included in the Service Group, the \$175 payment will be divided evenly among the Class Members associated with that Device.

B. Description of the Complaint Group

48. \$1,040,025 of the Total Settlement Fund will be attributed to the payment of up to \$175 to each Class Member associated with the 5,943 Devices about which Apple was contacted about an alleged Graphics Issue, but for which no Service was obtained, according to Apple's records (i.e. to members of the Complaint Group).

49. If Apple has a record of more than one Class Member associated with a single Device included in the Complaint Group, the \$175 will be divided evenly among the Class Members associated with that device.

C. Distribution of Settlement Funds to the Direct Group

50. The following describes the Settlement Fund distribution to the Service Group and to the Complaint Group (i.e. the Direct Group).

51. The Claims Administrator will communicate, by email, a Direct Notice of Distribution to the members of the Direct Group (“**Direct Notice**”), using the list of individuals associated with Devices included in the Direct Group provided by Apple. In the Direct Notice, the Direct Group members will be informed that a cheque will be sent directly to them, at the 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 mailing address for the cheque or (ii) they wish to receive the funds electronically. In such cases, Direct Group members will be instructed to go to the Direct Group Online Portal on the Claim Administrator’s Settlement Website before the Filing Deadline, in order to modify the mailing address or switch to electronic payment (providing the information required by the Claims Administrator in such a case, as detailed below). A link to the Direct Group Online Portal will be included in the Direct Notice. The Direct Notice will also provide each Direct Group member with their individualised login credentials.

52. As per the Notice Plan, 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 Direct Notice by regular mail, using the information found in the list of individuals associated with Devices included in the Direct Group provided by Apple.

53. As per the Notice Plan, if a postal address is unavailable, the Direct Notice will be adapted to provide that the Direct Group members will receive electronic payment, and will include any security code necessary to receive the electronic payment.

54. If Direct Group members wish to modify the mailing address for the cheque, they will be required to access the Direct Group Online Portal on the Claims Administrator’s Settlement Website and confirm their preferred address.

55. If Direct Group members wish to receive the funds electronically, they will be required to access the Direct Group Online Portal on the Claims Administrator’s Settlement Website indicating their preference, along with the following:

- (a) Their identifying information necessary to complete the electronic transfer of funds;

- (b) The email where they wish to receive the funds;
- (c) A security question and answer. The security question and answer must comply with any requirements of Interac in this regard, which will be detailed on the Direct Group Online Portal.

56. If a Direct Group member does not access the Direct Group Online Portal before the Filing Deadline, in order to modify the mailing address or to switch to electronic payment, as detailed above, their payment will automatically be sent by cheque to the address found in the list of individuals associated with Devices included in the Direct Group provided by Apple, where available.

57. Within 30 days of the Filing Deadline, the Claims Administrator will distribute \$175 to each of the Direct Group members, unless there is more than one Direct Group member associated with the same Device according to Apple's records.

58. In the event that there is more than one Direct Group member for a single Device, the \$175 payment will be divided evenly among Direct Group members associated with that Device following the same procedure as described above.

59. In order to carry out the payment of the amount owed to the Direct Group member, the Claims Administrator will use the information found in the list of individuals associated with Devices included in the Direct Group provided by Apple, or the information provided by Direct Group members on the Direct Group Online Portal, as the case may be.

60. If any individual comes forward claiming to be a member of a Direct Group, but the Claims Administrator has no record of that person matching the Service Group or Complaint Group, the Claims Administrator will refer the individual to the claims process for the Remaining Group.

PART VIII – MEMBERSHIPS TO MULTIPLE GROUPS

61. Any single Device can only be included in one of the Service Group, the Complaint Group, or the Remaining Group, but cannot be included in more than one of these Groups. However, a single Device can be included in both the Reimbursement Group and also in any of the Service Group, the Complaint Group or the Remaining Group.

62. Class Members in any Settlement Group can choose to provide, but will not be obliged to provide, a serial number for a Device, in order to participate in the Settlement.

PART IX– REMAINING FUNDS

63. During the Claim 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. All Parties will have full access to any and all information or documents held by the Claims Administrator and relating to the Class Action, the claims process, and/or the Settlement Agreement, except for personally identifiable information, unless otherwise ordered by the Court.

64. Any cheques issued to claimants under the settlement will remain valid for seven (7) months from their issuance, following which they will be considered stale-dated and will be cancelled by the Claims Administrator. This will be mentioned in the Notice of Court Order and on the Settlement Website. The amounts of any such cancelled cheques 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. 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 V of the Settlement Agreement.

PART X- RESOLUTION OF DISPUTES

65. The Claims Administrator's determinations regarding claims received and the distribution of the Total 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 XI – CONFIDENTIALITY

66. 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.

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