

SCHEDULE B-1
MACBOOK BUTTERFLY KEYBOARD CLASS ACTION SETTLEMENT
QUÉBEC 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 Québec 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 Québec,
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 Québec 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 Québec 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 Québec.*

(“**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 **October 31, 2023 at 9:30 a.m.**, at the Montréal courthouse located at 1, Notre-Dame East Street, Montréal, Québec, in **room 15.09**, 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: www.laptopkeyboardclassaction.com.

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 an opt-out notice which must be delivered to the Clerk of the Superior Court of Québec **by October 23, 2023**, at the following address:

Clerk of the Superior Court of Québec
Palais de Justice de Montréal
(*Simard vs. Apple Canada 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 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) postmarked no later than **October 23, 2023**. 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) Include case name/number, 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 www.laptopkeyboardclassaction.com.

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

1-866-573-1796

www.laptopkeyboardclassaction.com

**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)