

**SCHEDULE F**  
**DISTRIBUTION PROTOCOL**

**PART I – DEFINITION**

1. For the purposes of this Distribution Protocol, the definitions found in the Settlement Agreement apply, in addition to the following definitions:

- (a) **“Claim”** means the request made by Eligible AppleCare Class Members or their representatives for Consumer Cash Reimbursements as provided for in this Protocol.
- (b) **“Claims Period”** refers to the period during which the Claims Administrator will collect information and receive Eligible AppleCare Class Members’ claims in its online Claim Form or otherwise. The Claims Period will span sixty (60) 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, agreed to by the Parties, found in the Claims Administrator’s Settlement Website that Eligible AppleCare Class Members must complete and submit online (or in paper form upon request to the Claims Administrator).
- (d) **“Filing Deadline”** means the last day of the Claims Period.

**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 Administration Expenses will not have an impact on the Settlement Amount. The Administration Expenses will be paid separately by the Defendants.
5. The Claims Administrator will issue quarterly invoices to the Defendants for payment of the Administration Expenses beginning after the appointment of the Claims Administrator by the Court.
6. Once the Court approved Class Counsel Fees and Disbursement have been paid, the remainder of the Settlement Amount including any interest (the Total Settlement Fund) will be used to pay for the Consumer Cash Payments and the Consumer Cash Reimbursements.

### **PART IV – SETTLEMENT WEBSITE**

7. 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 Amount if the Settlement is approved by the Court (“**Settlement Website**”). The Settlement Website will include:
  - (i) The copies of the Settlement Agreement with its schedules;
  - (ii) Copies of the First Order;
  - (iii) The copies of the Notice of Hearing, Opt-Out and Discontinuance, in English and French; and
  - (iv) The Claims Administrator’s contact information and the Class Counsel’s contact information.
8. The URL of the Settlement Website must be approved by the Defendants.
9. The documents available on the Settlement Website will also be made available on the website of Class Counsel ([www.lpclex.com/AppleCare](http://www.lpclex.com/AppleCare)).

10. Within ten (10) days of the Effective Date, the Claims Administrator will add the following to the Settlement Website:

- (i) The Claim Form;
- (ii) The copies of the eventual Notice of Court Order, in English and French; and
- (iii) The copy of the Second Order.

11. The Settlement Website will allow AppleCare Class Members to provide and update their personal information as needed, but will not display any Class Member's personal information.

12. The Claims Administrator will create an email address specifically for this settlement where Class Members can contact them via email. The email address must be approved by the Defendants. This email service will be available as of the publication of the Notice of Hearing, Opt-Out and Discontinuance.

#### **PART V – INFORMATION ABOUT CLASS MEMBERS**

13. Within ten (10) business days following the First Order, the Defendants will provide a list of all Class Members for the purpose of sending notice to the Claims Administrator. The Defendant will create one list of Battery Class Members, and another list of AppleCare Class Members. These lists will include, for each individual (if known):

- (i) Their full name;
- (ii) Their email address;
- (iii) Their home address.

14. Within five (5) business days following the Effective Date, the Defendants will provide a list of all Eligible AppleCare Class Members to the Claims Administrator. This list will include, for each individual (if known):

- (i) Their full name;
- (ii) Their email address;
- (iii) Their home address;
- (iv) The date on which they purchased AppleCare;
- (v) The Device associated to the relevant AppleCare contract, if available;  
and
- (vi) The amount paid for AppleCare before sales tax.

#### **PART VI – DISTRIBUTION OF THE TOTAL SETTLEMENT FUND**

15. The following describes the distribution of the Consumer Cash Payments, as well as the Consumer Cash Reimbursements to Eligible AppleCare Class Members whose Claims are accepted by the Claims Administrator.

16. Within 20 days from the Effective Date, as outlined in the Notice Plan (Schedule C), the Claims Administrator will send an email to Eligible AppleCare Class Members containing the Notice of Court Order, which will notably explain the benefits available and distribution process. It will also contain a link to the Settlement Website to access the Claims Form for the Consumer Cash Reimbursement.

17. Eligible AppleCare Class Members will automatically be sent via e-transfer a Consumer Cash Payment, meaning CAD \$25.00 per AppleCare contract that meets the criteria. For clarity, eligible AppleCare contracts are AppleCare contracts for Devices purchased by Quebec consumers in an Apple Store in Quebec between December 20, 2015 and January 26, 2023.

18. No further action will be required of Eligible AppleCare Class Members to receive a Consumer Cash Payment unless they wish to update or modify their contact information with the Claims Administrator.

19. Eligible AppleCare Class Members are also be able to submit a Claim for a Consumer

Cash Reimbursement, meaning the payment, in Canadian Dollars, of **up to 50%** of what they paid for AppleCare, before sales tax, according to the Defendants' records. No proof of purchase or documentation is required, but the Defendants reserve their right to refuse or correct claims to ensure that the correct amount is paid.

20. To make a valid Claim, Eligible AppleCare Class Members must submit a valid and timely Claim Form to the Claims Administrator on or before the Filing Deadline. No Claim Forms will be accepted by the Claims Administrator past the Filing Deadline.

21. A paper Claim Form can be provided upon request by contacting the Claims Administrator. The paper Claim Form must be postmarked no later than the Filing Deadline in order to be considered valid.

22. Eligible AppleCare Class Members must include their full name, address and email address associated in the Claim Form. Space will be provided in the Claim Form to provide updated information to the extent the contact information of the Eligible AppleCare Class Member has changed since purchasing AppleCare.

23. In the Claim Form, Eligible AppleCare Class Members must provide sufficient information for the Claims Administrator to be able to establish that the claimant corresponds to an individual on the list of Eligible AppleCare Class Members. Such information will be verified by the Claims Administrator against the list of individuals provided by the Defendants.

24. The Claims Form will require the claimant Eligible AppleCare Class Member to attest that they 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.

25. The Eligible AppleCare Class Member claimant will attest to the above by checking a box

in the Claim Form so indicating. Failure to do so will render the Claim deficient.

26. The funds (the Consumer Cash Payment and Consumer Cash Reimbursement) will be transferred electronically to the email address provided in the Claim Form, where the Consumer Cash Reimbursement 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 Members with a security answer.

27. In the event that an Eligible AppleCare Class Member does not submit a Claim, the Consumer Cash Payment will be transferred electronically to the email address that Defendants provided to the Claims Administrator from their records.

28. In the event that an Eligible AppleCare Class Member does not submit a Claim, and the Defendants nor Class Counsel have provided the Claims Administrator with an email address to transfer the Consumer Cash Payment, the Consumer Cash Payment will be paid by cheque to the home address that Defendants provided to the Claims Administrator from their records.

29. The Parties and the Claims Administrator will not be liable for any invalid contact information resulting in the non-receipt of Consumer Cash Payments or Consumer Cash Reimbursements, but Eligible AppleCare Class Member will be able to update their contact information with the Claim Administrator.

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

31. The Claims Administrator will verify that the Claims Forms are valid and meet the criteria of the Settlement Agreement and its schedules.

32. Within 45 days of the Claims Deadline, the Claims Administrator will distribute the funds (the Consumer Cash Payment and Consumer Cash Reimbursement for valid Claims) to Eligible AppleCare Class Members as described above.

33. In the event that the total amount of Consumer Cash Payment and approved Claims surpasses the Total Settlement Fund, the Consumer Cash Reimbursements will be paid on a

*pro rata* basis, following the same distribution procedure described above.

34. If a claimant is not on the list of Eligible AppleCare Class Members provided by the Defendants, the Claims Administrator will make an account of this to Class Counsel and Defence Counsel. In such a case, and unless both Class Counsel and Defence Counsel agree otherwise, the claimant will be asked to provide:

- (a) sufficient proof of identity; and
- (b) sufficient proof of purchase of AppleCare for a Device in an Apple Store in Quebec between December 20, 2015 and January 26, 2023.

#### **PART VII – REMAINING FUNDS**

35. During the Claim Period, the Claims Administrator will provide periodic updates to Class Counsel and Defence Counsel, notably in the event of material developments in the distribution process.

36. 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.

37. Any cheques issued 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.

38. The amounts of any such cancelled cheques or e-transfers will be returned to the Account and the *Fonds d'aide* 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*.

39. Within six (6) 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* and the Court, as per Article 6.4 of the Settlement Agreement.

### **PART VIII – RESOLUTION OF DISPUTES**

40. 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 IX – CONFIDENTIALITY**

41. All information received from the Defendants or 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.

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