

CLASS ACTION

NOTICE TO:

- i) EVERYONE IN QUEBEC WHO PURCHASED/OWNS; AND
- ii) EVERYONE WHO PURCHASED IN QUEBEC

A 15" OR 17" 2011 MACBOOK PRO LAPTOP WHICH HAS SUFFERED OR SUFFERS FROM A GRAPHICS DEFECT

TAKE NOTICE that, by Judgment rendered on November 24, 2016 and rectified on December 22, 2016, the Honourable Mr. Justice Peacock of the Superior Court of Québec authorized the bringing of a class action against Apple Canada Inc. and Apple Inc. (hereinafter collectively "**Apple**") and ascribed the status of representative to Mr. René Charbonneau to act on behalf of the following Class Members:

1. *All persons in Quebec, who purchased and/or own a 2011 MacBook Pro Laptop with a 15 inch or 17 inch screen which has suffered or suffers from a Graphic Defect, or any other Group(s) or Sub Group(s) to be determined by the Court; and*
2. *All persons, who purchased in Quebec a 2011 MacBook Pro Laptop with a 15 inch or 17 inch screen which has suffered or suffers from a Graphic Defect, ... manufactured, distributed, sold or otherwise put onto the marketplace by the Respondents or any other Group(s) or Sub-Group(s) to be determined by the Court;*

A "Graphics Defect" is a graphical anomaly or defect which could be but does not have to be: severe screen distortion, pixilation, graphical artifact or ghosting.

1. **This class action will be brought in the district of Montreal.**
2. **For the purpose of this class action, the class representative has elected domicile at his attorney's office located at:**

Mtre David Assor
Lex Group Inc.
4101 rue Sherbrooke Ouest
Westmount QC H3Z 1A7
Phone: (514) 451-5500
Fax: (514) 875-8218
Email: davidassor@lexgroup.ca
Website: <http://www.lexgroup.ca/>

3. **The principal questions of fact and law that will be treated collectively are:**
 - a) Whether the 2011 MacBook Pro Laptops suffer from a common Graphics Defect;

- b) Whether Apple knew of and failed to warn Class Members of the Graphics Defect and if they knew, when they knew or should have known;
- c) Whether Apple failed to disclose material information to Class Members;
- d) Whether Apple's omission of material facts is misleading and/or reasonably likely to deceive a reasonable Consumer;
- e) Whether (a) Apple's software updates to address "graphical stability" and (b) Apple's Logic Board replacements, resolved the Graphics Defect;
- f) Whether Apple was legally obligated to recall the 2011 MacBook Pro Laptops such as was allegedly done for similar problems that occurred with the 2008 MacBook Pro Laptops;
- g) Whether the 2011 MacBook Pro Laptops have not or will not perform in accordance with:
 - i. The standard of fitness for the purposes for which the Laptops are normally used;
 - ii. The standard of durability for normal use for a reasonable length of time, having regard to the price, terms of the contract and conditions of use for the Laptops; and
 - iii. In accordance with any pre-sale representations made by the Respondents to potential purchasers.
- h) Whether Apple is liable to pay:
 - i. Compensatory damages to the Class Members (a) for any repair costs disbursed and (b) the reimbursement of the initial purchase price if the Laptop was purchased from Apple;
 - ii. Whether Apple is liable to pay punitive damages to the Class Members, and if so in what amount?

4. The Court, after having resolved the above questions, will decide if it should:

- a) Grant the class action of the Plaintiff and each of the Class Members;
- b) Declare that Apple is liable for the damages suffered by the Petitioner and each of the Class Members;
- c) Order Apple to pay to each of the Class Members a sum to be determined: in compensation of the damages suffered for (i) the reimbursement of the purchase price and (ii) the reimbursement of repair costs and Order collective recovery of these sums;
- d) Order Apple to pay to each of the Class Members a sum to be determined in punitive damages, and Order collective recovery of these sums;

- e) Order Apple to pay interest and additional indemnity on the above sums according to law from the date of service of the Motion to authorize the bringing of a class action;
 - f) Order Apple to deposit in the office of this Court the totality of the sums which form part of the collective recovery, with interest, additional indemnity, and costs;
 - g) Order that the claims of individual Class Members be the object of collective liquidation if the proof permits and, alternately, by individual liquidation;
 - h) Order Apple to bear the costs of the action, including expert and notice fees;
 - i) Render any other order that the Court shall determine and that is in the interest of the Class Members;
5. **If you wish to exclude yourself from the class action, you have to notify the clerk of the Superior Court of the district of Montreal no later than December 29, 2017, by registered or certified mail to the following address (with a copy to info@lexgroup.ca):**

**Superior Court of Québec, 1 Notre-Dame street East, Montreal, Québec,
Canada, H2Y 1B6**

You must state that you wish to exclude yourself from the class action *Charbonneau v. Apple Canada Inc. et al.* (case number 500-06-000722-146).

- 6. **The date after which a Class Member can no longer request his exclusion from the class, unless specifically authorized by the Court, is December 29, 2017.**
- 7. **A Class Member who has not requested his exclusion is bound by any judgment that may be rendered in the class action to be instituted in the manner provided for by law.**
- 8. **If you wish to be included in the class action, you have nothing to do.**
- 9. **As a Class Member, you have the right to intervene in the present class action, in the manner provided for by law.**
- 10. **As a Class Member or an intervener, you cannot be called upon to pay the costs of the class action.**

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