

C A N A D A

(Class Action)
SUPERIOR COURT

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

RENÉ CHARBONNEAU

N^o : 500-06-000722-146

Representative Plaintiff

-vs.-

APPLE CANADA INC.

-and-

APPLE, INC.

Defendants

ORIGINATING CLASS ACTION APPLICATION

TO THE HONORABLE JUSTICE MARK G. PEACOCK OF THE SUPERIOR COURT OF QUEBEC, SITTING IN AND FOR THE DISTRICT OF MONTREAL AND DESIGNATED TO PRESIDE OVER THE PRESENT MATTER, THE REPRESENTATIVE PLAINTIFF RESPECTFULLY STATES THE FOLLOWING:

INTRODUCTION

1. By way of its Rectified Judgment dated December 22, 2016, the Superior Court authorized a class action against the Defendants and appointed René Charbonneau as the Representative Plaintiff of the persons included in the following group:
 - i. 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
 - ii. 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;

- iii. 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".

2. The Superior Court also identified the main issues of fact and law to be dealt with collectively as the following:

- a. Whether the 2011 MacBook Pro Laptops suffer from a common Graphics Defect;
- b. Whether Respondents 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 Respondents failed to disclose material information to Class Members;
- d. Whether Respondents' omission of material facts is misleading and/or reasonably likely to deceive a reasonable Consumer;
- e. Whether (a) Respondents' software updates to address "graphical stability" and (b) Respondents' Logic Board replacements, resolved the Graphics Defect?;
- f. Whether Respondents were 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;
 - iii. in accordance with any pre-sale representations made by the Respondents to potential purchasers.
- h. Whether Respondents are liable to pay:
 - a. 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 the Respondents;

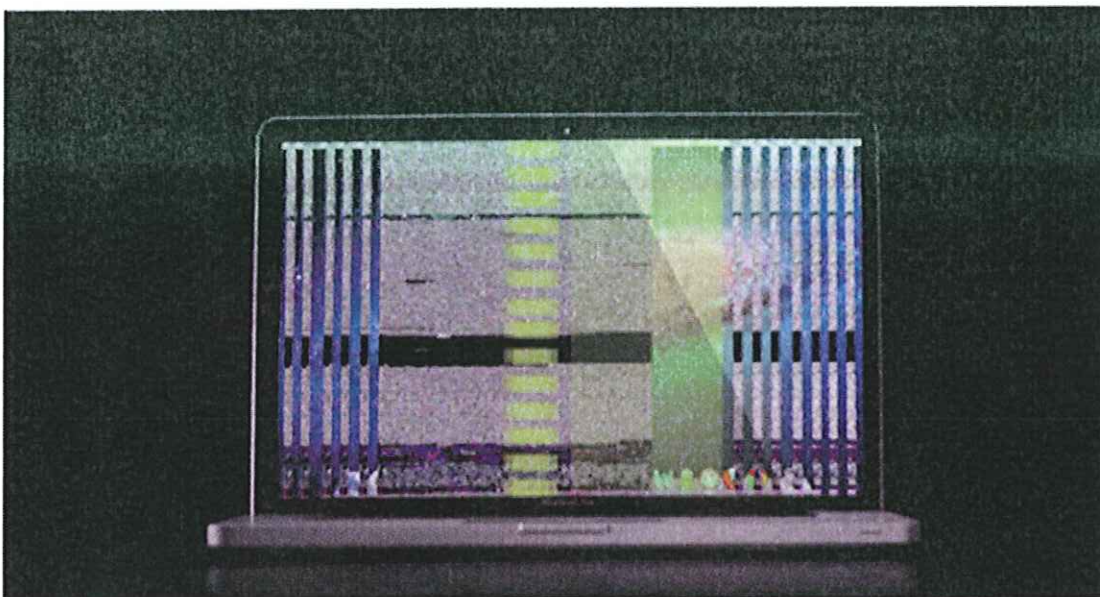
b. Whether Respondents are liable to pay punitive damages to the Class Members, and if so in what amount?

3. Defendant Apple, Inc. ("**Apple USA**") is an American company incorporated in the state of California USA and having its head office in Cupertino, California. Apple USA developed, manufactured, distributed, and sold the MacBook Pro laptop computer throughout Canada, including in the Province of Quebec, either directly or indirectly through its affiliate and/or subsidiary Defendant Apple Canada Inc. ("**Apple Canada**"). Apple Canada had its elected domicile in the city of Westmount, Province of Quebec at the relevant time. Defendants were selling the 2011 MacBook Pro laptop in issue in these proceedings in Canada, including in the Province of Quebec, the whole as appears more fully from a copy of the *Registre des entreprises* (CIDREQ) report, communicated herewith as **Exhibit P-1**. Given their close ties, both Defendants are being collectively referred to herein as "**Apple**";
4. Some Class Members purchased their 2011 MacBook Pro Laptop in the Province of Quebec but now reside outside of Quebec. These Class Members are still included in the authorized Class, together with the Class Members who own said 2011 MacBook Pro Laptop and who presently reside in Quebec;
5. The present class action in damages and restitution for product liability, misrepresentations, false advertising, and latent defect stems *inter alia* from the Defendants' design, manufacture and distribution of the 2011 MacBook Pro Laptops, which are all defective, and which all suffer from a Graphic Defect;
6. As more fully detailed hereinbelow, Plaintiff alleges that all Apple 2011 MacBook Pro Laptops with either a 15-inch or 17-inch screen, which were manufactured, distributed, sold, or otherwise put onto the marketplace by the Defendants, are defective and have not or will not perform in accordance with:

- i. the standard of fitness for the purposes for which the said 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 said laptops; and/or
 - iii. in accordance with any pre-sale representations made by the Defendants to potential purchasers;
7. Furthermore, and as more fully detailed hereinbelow, despite Apple's explicit promise that the 2011 MacBook Pro Laptops would have three (3) times the graphical performance of the 2010 models, Apple clandestinely reduced the promised operating speed and performance capabilities of all Apple 2011 MacBook Pro Laptops by 33%, in an attempt to conceal and delay the inherent physical defects, thereby further rendering said laptops not what the Class Members bargained for when purchasing said laptops (and regardless of whether or not the Graphics Defect has already manifested itself);
8. Consequently, every person who purchased and/or owned and/or owns an Apple 2011 MacBook Pro Laptop with a 15-inch or 17-inch screen is entitled to claim damages equal to the initial purchase price paid for their said laptop and any repair costs paid, as well as other expenses incurred, damages suffered, and punitive damages, as more fully detailed below;

THE SITUATION

9. On February 24, 2011, aiming to control the lucrative market for high-end laptop computers used by consumers and professionals, Apple introduced and began selling the new 15-inch and 17-inch 2011 MacBook Pro Laptops (hereinafter the “**MacBook Pro Laptop(s)**” or “**Laptop(s)**”), promising *inter alia* graphical performance three (3) times faster than the previous 2010 MacBook Pro laptop models when running graphically intensive programs;
10. What Apple did not disclose was that achieving these graphical feats caused the MacBook Pro Laptops to run so hot that the solder attached to their high-powered graphics processor would deform and/or crack, causing graphical anomalies and, eventually, total system failure (the “**Graphics Defect**”), *inter alia* as shown below;



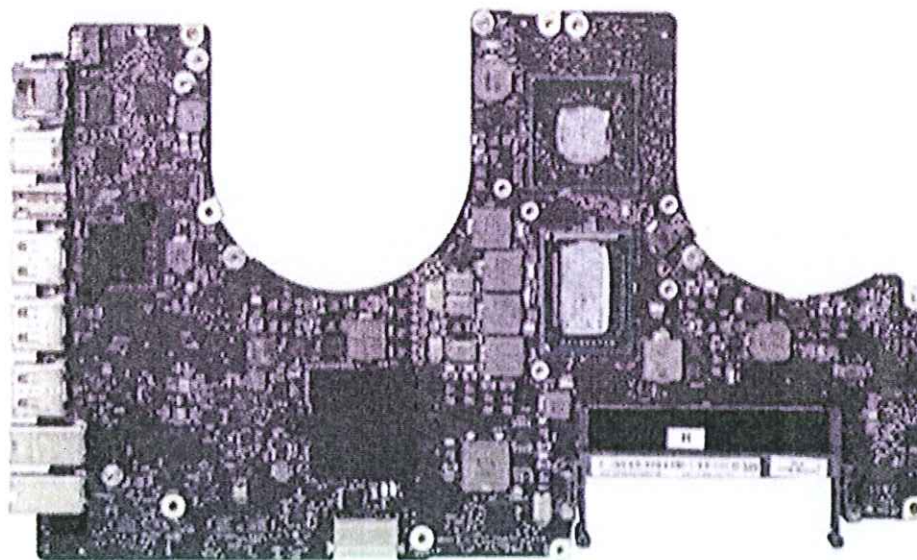
11. As Apple's most expensive and feature-packed laptop line, the MacBook Pro Laptops were marketed to Class Members who were seeking a durable, high-performance product suitable for graphics-intensive tasks;

12. Just days after these laptops went on sale, Class Members, and/or other consumers of the same products from around the world, began reporting to Apple that the 2011 MacBook Pro Laptops suffered from random bouts of graphical distortion, system instability and system failures;
13. Apple's customers paid a premium for their products and were promised, and came to expect, the highest levels of performance, graphical richness, and durability. Apple, however, failed to remedy the inherent Graphics Defect in the 2011 MacBook Pro Laptops, causing tens of thousands of frustrated and disappointed customers to air their grievances on websites like Facebook, Reddit, change.org, as well as on Apple's own discussion forums;
14. Apple continued to sell the 2011 MacBook Pro Laptops until approximately May 2012;

The Graphics Processing Units (GPU)

15. All computers contain a Central Processing Unit (hereinafter the "**CPU**"). The CPU is the computer's "brain" which manages and controls the computer's functions;
16. In a MacBook Pro Laptop, the CPU connects with the other internal components of the computer through the Laptop's main circuit board, also called the "logic board" (hereinafter the "**Logic Board**");

17. The 2011 MacBook Pro Laptop's Logic Board houses the CPU as well as memory, graphics, sound and other processors and components, as shown below:



18. The MacBook Pro Laptops contain two graphics chips, also known as graphics processing units ("**GPUs**"), one manufactured by Intel and a second one manufactured by Advanced Micro Devices ("**AMD**");
19. The Intel GPU was integrated into the CPU of the laptop and handled non-intensive graphical tasks such as word processing and web browsing (the "**Intel GPU**" or "**integrated GPU**");
20. The AMD GPU was not integrated to the CPU (the "**AMD GPU**" or "**discrete GPU**"). The AMD GPU would greatly enhance the graphical capabilities of the MacBook Pro Laptops, giving them graphics on par with desktop gaming computers, and performance that were according to Apple supposed to be "up to 3x quicker" than the 2010 MacBook Pro laptops in rendering graphics;
21. The MacBook Pro Laptop was designed to automatically select which GPU to

use based on the application being run by the CPU. When performing the graphically demanding tasks for which the MacBook Pro Laptop was marketed, such as using an external monitor, playing games, editing digital photographs, and editing video footage, the MacBook Pro Laptop engages the more powerful AMD GPU to process graphics. Everyday tasks, such as web browsing or word processing, are handled by the efficient, yet relatively low-powered Intel GPU;

22. For a computer to display images and video on the monitor, the CPU commands the GPU to process information from a selected source onto a visible display. The GPU performs the complex mathematical and geometric calculations necessary to convert data, static images and/or video into a raster signal that can be viewed on a monitor;
23. Apple specifically represented that the MacBook Pro Laptops were suitable for graphics-intensive applications, like computer-aided design, high definition video projects, and games;
24. The increased graphical performance capability of the MacBook Pro Laptops with AMD GPUs was a key selling point of the 2011 MacBook Pro Laptops as opposed to the 2010 MacBook Pro laptops;
25. The 2011 MacBook Pro Laptops commanded a premium, in large part because of the additional graphics-processing power they offered. Indeed, the starting price of a 2011 MacBook Pro Laptop with an AMD GPU was \$1,849 for a 15-inch model and \$2,499 for a 17-inch model. By contrast, the average starting price of a Windows laptop during that same period was approximately \$500;
26. Days after the 2011 MacBook Pro Laptops went on sale, a firestorm of complaints erupted on Apple's discussion forums, and Apple stores were flooded with consumers whose brand-new Laptops were experiencing graphical issues, including severe screen distortion, pixilation, graphical artifacts, and ghosting, that often precipitated the system shutting down or failing completely;

27. The graphical issues and system failures with the 2011 MacBook Pro Laptops were nearly identical to problems that plagued the 2008 MacBook Pro Laptops, which were eventually recalled. Yet rather than issuing a recall for the 2011 MacBook Pro Laptops, Apple hurriedly release a software patch Apple stated would address graphical stability in the Laptops. The software patch was ineffective because, as Apple knew from its experience with the 2008 MacBook Pro Laptops, the defect was physical and could not be fixed with a software patch;
28. The defect in the 2011 MacBook Pro Laptops stems from the lead-free solder used to connect the AMD GPU to the main circuit board of the laptop, the Logic Board. While Apple could have used the more durable lead solder in the MacBook Pro Laptops, it chose to use lead-free solder instead;
29. Lead-free solder typically combines tin and silver and suffers from two well-known problems. First, lead-free solder tends to develop microscopic “tin whiskers” which cause short circuiting and other problems within electronic devices. Second, lead-free solder cracks when exposed to rapid changes in temperature;
30. The 2011 MacBook Pro Laptops run very hot when performing graphically demanding tasks due to a confluence of high-performance hardware, poor ventilation, and the overuse of thermal paste within the laptop. The high temperatures and large temperature swings inside the computer, known as “stress cycles,” cause the brittle, lead-free solder connecting the AMD GPU to the Logic Board to crack. The above-detailed problems with lead-free solder are well known and are preventable with the use of standard lead solder;
31. When the lead-free solder cracks, it degrades the data flow between the GPU and the Logic Board. A small crack can cause the laptop’s graphics to become distorted on occasion. But as cracks in the lead-free solder propagate over

time, the graphics issues worsen, and system stability decreases, until eventually the computer is completely unusable. These Graphics Defects related to the lead-free solder connecting the GPU to the Logic Board limits all 2011 MacBook Pro Laptop computers from performing as advertised and warranted;

32. When the MacBook Pro Laptops were under one of Apple's warranties, either the one-year manufacturer's warranty or Apple's extended warranty called "AppleCare", Apple would replace Class Members' entire Logic Board in response to the Graphics Defect. A new (or refurbished replacement) Logic Board, however, was no fix and equally defective because the replacement Logic Board used the same lead-free solder to connect the AMD GPU. As a result, the Laptops again failed in time, sometimes in a matter of days;
33. Many consumers reported that even after receiving a replacement Logic Board, their systems continued to exhibit the Graphics Defect and crash or fail;
34. An out-of-warranty Logic Board replacement costs over 600\$ (parts, labor and taxes payable to Apple);
35. Up until on or about February 19, 2015, when Apple announced its Repair Extension Program which is more fully detailed hereinbelow (only announced after the present class action proceedings had been instituted), Apple failed to reimburse owners for any out-of-pocket repairs and surprisingly ignored the claims of the thousands of customers such as the Plaintiff who complained to Apple (and sometimes directly to the Apple CEO Tim Cook – as Plaintiff did) and paid for the out-of-pocket repairs when they failed to obtain a response from Apple;

Apple's Purported Durability Advantage

36. A central reason Class Members were willing to pay more for the 2011 MacBook Pro Laptops is longevity. A computer's longevity can be measured in terms of hardware longevity and software longevity;
37. With respect to hardware longevity, MacBook Pro Laptops were unique in that Apple built them with a "unibody" aluminum enclosure, instead of the multi-piece plastic enclosures common to most laptops. The aluminum enclosure lent the appearance of greater durability to the average Class Member or consumer, who thought that the MacBook Pro Laptops were built to last. Indeed, Apple touts the long-term durability of its laptops on its website, namely that:

"So we design everything from our largest displays to our smallest cables to be durable and long lasting. And to make sure they are, we test them in our Reliability Testing Lab at our headquarters in Cupertino.

[...]

Our built in notebook batteries last up to five years. Which saves on buying new batteries, produces less waste, and increases the lifespan of your notebook.

And when Apple product owners pass along their devices to friends or family, they're conserving resources, too. Sometimes the mark of a great product isn't how many you sell, but how much it's used."

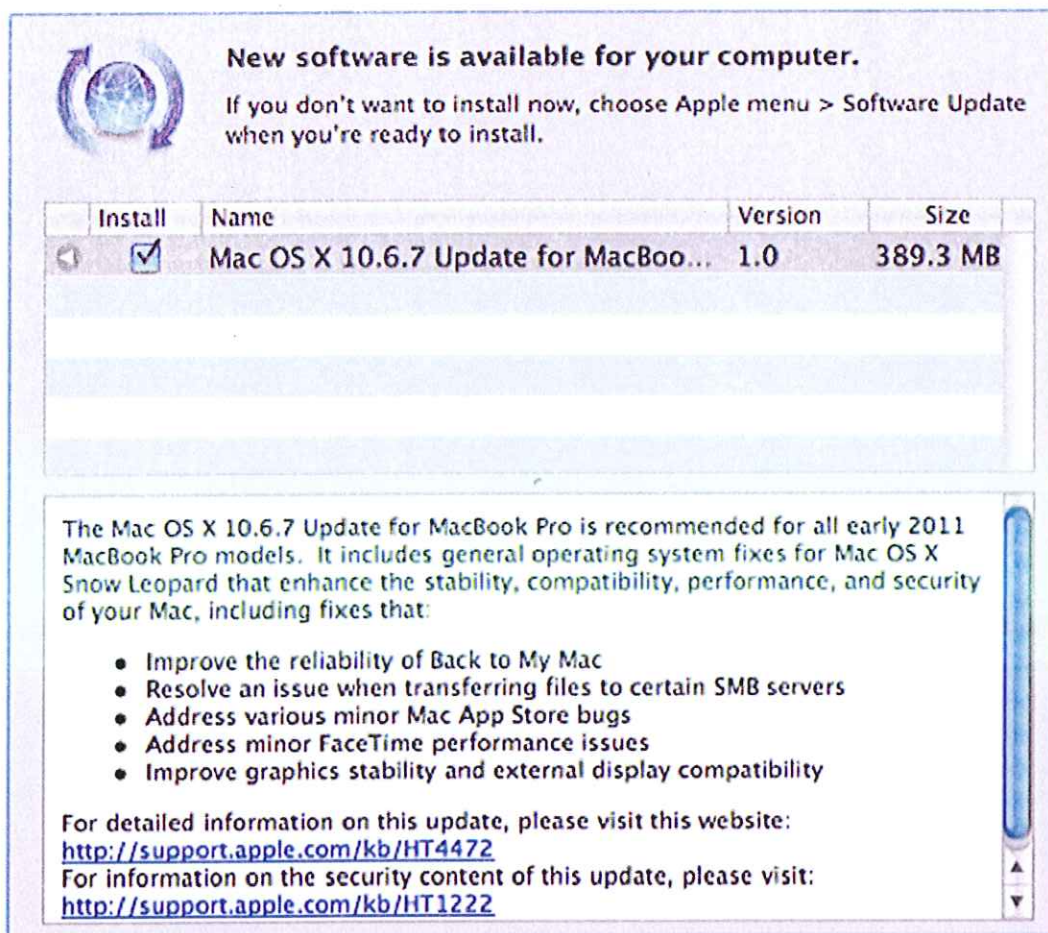
the whole as more fully appears from a copy of the extract of Apple's website, communicated herewith as **Exhibit P-2**, and as additionally appears *inter alia* from the following August 13, 2011 historical extract from the Apple website, communicated herewith as **Exhibit P-3**:

"Advanced chemistry and Adaptive Charging give you up to 1000 full charge and discharge cycles — nearly three times the lifespan of typical notebook batteries. And because the MacBook Pro battery lasts up to

five years, MacBook Pro uses just one battery in the same time a typical notebook uses three. That's better for you and the environment.";

38. In addition to Apple's written representations about the durability of the MacBook Pro Laptops, Apple trained its sales staff to tell Class Members and consumers that the high cost of the MacBook Pro Laptops was justified because they would last for many years. Class Members, including Plaintiff, relied on these false representations when purchasing a 2011 MacBook Pro Laptop, which cost many times more than competing laptops;
39. Plaintiff and Apple customers paid a premium for their MacBook Pro Laptops because they believed Apple's representations that (1) its hardware would last for many more years than other laptops, (2) that Apple would continue to support older laptops with software updates for up to seven years, and (3) that Apple would remedy any inherent defects in the laptops even outside of the warranty period;
40. However, and as previously mentioned, less than a week after Apple first began selling the MacBook Pro Laptops, a firestorm of complaints erupted among purchasers on Apple's discussion forums. By and large, the complaints were the same—the same graphically demanding tasks that prompted consumers to purchase their MacBook Pro Laptops were causing graphical anomalies, system freezes, and system failures;
41. For example, in less than a month, a discussion thread related to the Graphics Defect had generated 1,094 responses;
42. Furthermore, less than a month after the release of the MacBook Pro Laptops, technology websites began reporting on the Graphics Defects;
43. In an ultimately unsuccessful attempt to quell criticism, Apple quickly announced a pending software update for the MacBook Pro Laptops to address "graphical stability." On or about March 21, 2011, less than a month after the

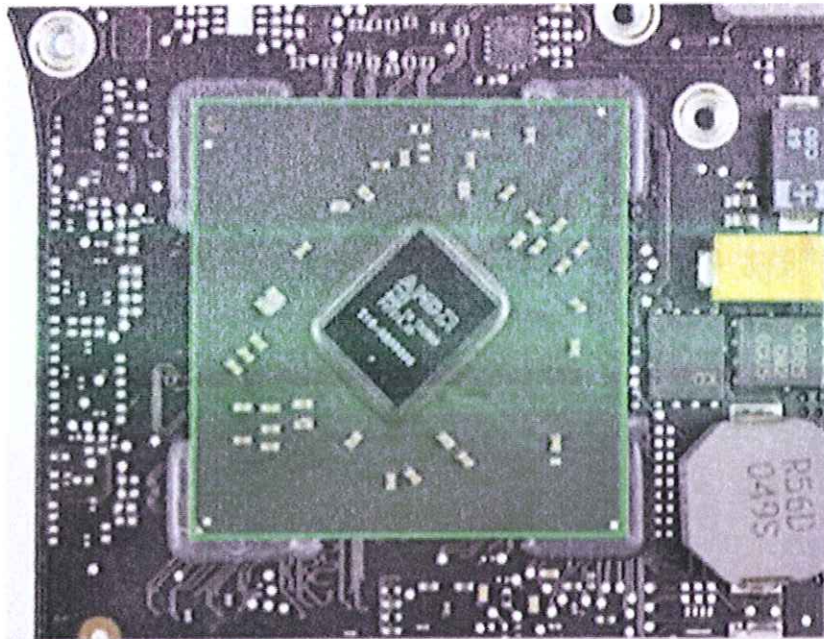
MacBook Pro Laptops went on sale in Canada (on or about February 24, 2011), Apple released a software update for the MacBook Pro Laptops' operating systems, which purported to "improve graphics stability and external display compatibility.", the whole as appears from Apple's software upgrade popup below:



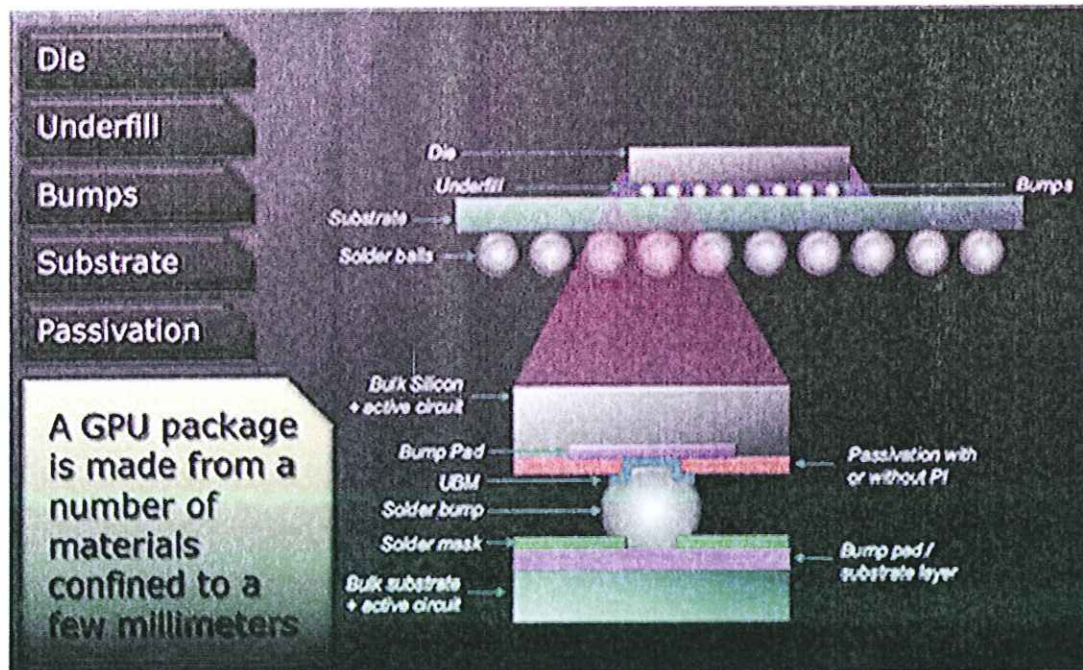
44. The day that Apple's software update was released, consumers reported that the update failed to remedy the Graphics Defect, and in some cases made it worse, the whole as more fully appears from the online comments posted by users having performed the upgrade, communicated herewith as **Exhibit P-4**;

The Source of the Graphics Defect

45. As previously mentioned, the AMD GPU is soldered onto the MacBook Pro Laptops' Logic Board. These soldered connections pass information between the GPU and the Logic Board;
46. In the 2011 MacBook Pro Laptops, the so-called "discrete" AMD GPU is soldered into a chip package, or a chip carrier, which is itself soldered to the logic board, as shown below:



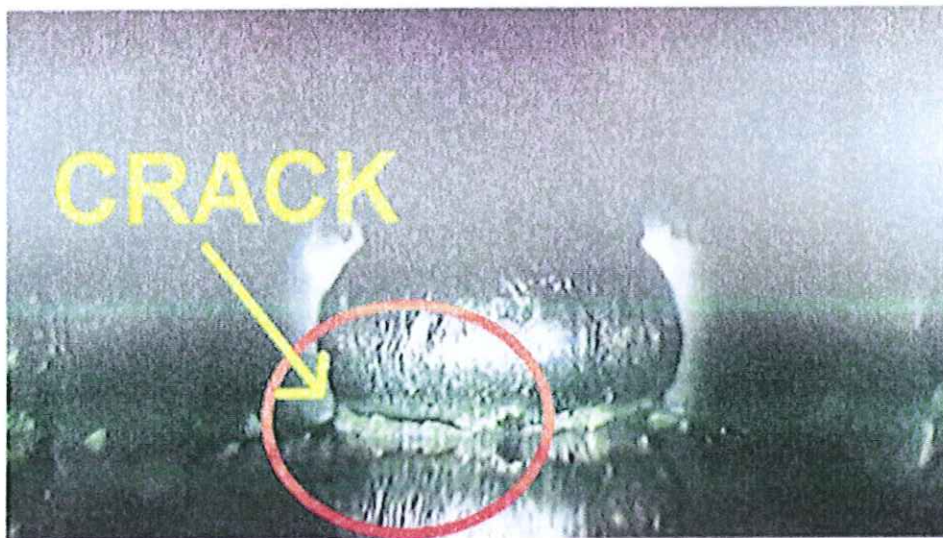
47. There are two layers of solder used to connect the AMD GPU (referred to as the “die” below) to the Logic Board. The first layer consists of solder “bumps” used to connect the GPU integrated circuit to the chip carrier (referred to as the “substrate” below). A second layer of solder balls connects the chip carrier to the logic board in a “ball-grid array”, as shown below:



48. The solder serves a dual role of (1) mechanically securing the GPU and the chip package to the Logic Board, and (2) electrically connecting the GPU to the Logic Board;
49. The solder used to connect the GPU to the Logic Board is devoid of lead. Lead-free solder is typically comprised of a combination of silver and tin and is known to be less reliable than lead solder;
50. For instance, the lead-free solder cracks when exposed to rapid changes of temperature, such as the cycles of low and high temperature generated by a laptop running a series of low-energy and high-energy tasks;

51. The high-powered AMD GPU in the MacBook Pro Laptops creates a significant amount of heat when in use. The AMD GPU in the MacBook Pro Laptops is powerful because it contains a large number of transistors, which allow it to perform more calculations per second than a processor with fewer transistors. Switching a transistor on or off requires electric current. Thus, the more transistors there are in a GPU, the more current is necessary to power the GPU. Because GPUs are not perfectly efficient, some of the electric current used to power a GPU's transistors is lost as heat, which escapes into the surrounding environment;
52. In a laptop, all of the components are bundled tightly together, which restricts the airflow needed for cooling. The problem of lack of airflow is aggravated in the MacBook Pro Laptops because the Laptop's unibody aluminum encasing (whose design was appealing to Consumers since it implied durability) contains very few vents for hot air to escape. Thus, when the AMD GPU is activated in the MacBook Pro Laptops, the internal components of the laptop can reach extremely high temperatures, which ultimately causes the lead-free solder to fray and crack;
53. The problem of heat is exacerbated by the excessive use of thermal paste in the GPUs. Thermal paste is used to allow heat-generating components, like a GPU, to dissipate heat to a heat sink attached to the Logic Board. However, too much thermal paste can actually diminish the computer's ability to dissipate heat. This problem was noted the day after the MacBook Pro Laptops went on sale, the whole as more fully appears from appears from a copy of the February 25, 2011 article entitled "*iFixIt's 2011 MacBook Pro Teardown: Better Repairability, But May Be Prone To Overheating*", communicated herewith as **Exhibit P-5**;
54. High temperatures in the MacBook Pro Laptops caused by the operation of the AMD GPU, the lack of ventilation, and the misapplication of thermal paste,

heats up the lead-free solder connecting the AMD GPU to the Logic Board. The various components within the discrete GPU's chip package expand at different rates and at different temperatures. When temperatures drop, the components cool and contract. The heat itself, or the rapid variations in or cycling of temperature caused by the intermittent activation of the AMD GPU, stresses the solder bumps connecting the GPU integrated circuit to the chip carrier ("substrate") and the GPU assembly to the Logic Board and eventually causes it to crack, as shown below:



55. A crack in the lead-free solder between the GPU and the Logic Board disrupts the flow of data between the two components. Initially, such a crack causes graphical issues to manifest mildly and sporadically, often only at startup of the laptop, leading consumers to believe that the issues are minor software bugs and not worth the inconvenience of a trip to the Apple store for warranty service;
56. Over time, however, as the number and size of individual fractures increases, the graphical issues worsen and occur more frequently, causing the Laptop to "freeze" and programs to fail;

57. Eventually, the 2011 MacBook Pro Laptop will be unable to provide any display at all. The time from initial manifestation of the Graphics Defect to total failure can range from a matter of days, weeks or months, to over a year;
58. Many Class Members who have experienced the Graphics Defect are left with unusable MacBook Pro Laptops that have no image on the primary or a connected secondary display;
59. Apple has long known about the risks of defects due to solder-related failures in MacBook Pro Laptops;
60. Indeed, the 2008 MacBook Pro Laptops suffered from a nearly identical Graphics Defect, which led to a recall by Apple;
61. Defendants also knew or should have known that the Graphics Defect was bound to recur in all 2011 MacBook Pro Laptops because they use the same lead-free solder and aluminum enclosure that had caused the problems in the 2008 MacBook Pro laptops, and more so because the 2011 MacBook Pro Laptops contained the even more powerful and hotter-running AMD GPU;

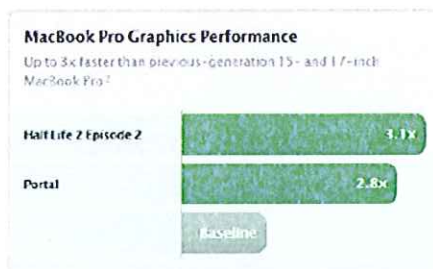
Apple Restricts the Laptops' Performance

62. Despite knowing of these defects in all 2011 MacBook Pro Laptops, Defendants never notified owners or purchasers of the MacBook Pro Laptops of the defect or provided a workable solution;
63. Apple quietly restricted the performance of the 2011 MacBook Pro Laptops in order to keep the defectively manufactured Laptops from manifesting the Graphics Defect during the warranty period;
64. Specifically, Apple limited the Laptops' operating speed, thereby reducing the operating temperature and delaying the manifestation of solder balls cracking;

65. Evidence of Apple's performance downgrade is available from Apple's own website, which in early 2011 (when the MacBook Pro Laptops were released) boasted that the Laptops' graphical performance was three-times faster than the 2010 MacBook Pro Laptops (see for example Exhibit P-3);
66. By November 2011, when Apple purported to "upgrade" the 2011 MacBook Pro Laptops, Apple had significantly reduced the performance capabilities of the Laptops and began representing that the Laptops' graphical performance was only two times faster than the 2010 MacBook Pro Laptops;
67. Indeed, in March 2011, Apple represented the following on its website:

Up to 3x quicker on the draw. And the render.

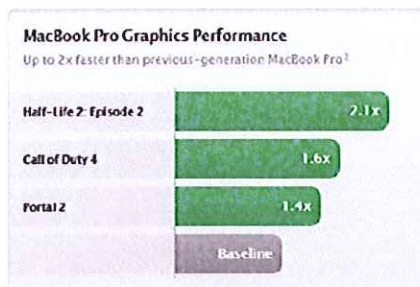
When you need more performance for things like playing 3D games, editing HD video, or even running CAD software, the 15- and 17-inch MacBook Pro models automatically switch to discrete AMD Radeon graphics that let you see more frames per second and experience better responsiveness. With up to 1GB of dedicated GDDR5 video memory, these processors provide up to 3x faster performance than the previous generation.²



68. Whereas by November 2011, Apple had modified its website to state the following instead:

Up to 2x quicker on the draw. And the render.

When you need more performance for things like playing 3D games, editing HD video, or even running CAD software, the 15- and 17-inch MacBook Pro models automatically switch to discrete AMD Radeon graphics that let you see more frames per second and experience better responsiveness. With up to 1GB of dedicated GDDR5 video memory, these processors provide up to 2x faster performance than the previous generation.²



69. Apple downgraded the performance of the MacBook Pro Laptops' GPU through software updates, which Apple distributed online to all MacBook Pro Laptop owners. In fact, between February 2011 and November 2011, Apple released five operating system updates to MacBook Pro Laptop owners: (1) Mac OS X 10.6.7 (Mar. 21, 2011); (2) Mac OS X 10.6.8 (Jun. 23, 2011); (3) Mac OS X 10.7 (Jul. 20, 2011); (4) Mac OS X 10.7.1 (Aug. 16, 2011); and (5) Mac OS X 10.7.2 (Oct. 12, 2011);
70. Apple never gave any indication that any of its updates would diminish the performance of the MacBook Pro Laptops;
71. Apple did not inform consumers that the performance downgrade was an attempt to conceal and delay a physical defect endemic to all 2011 MacBook Pro laptops with 15-inch or 17-inch monitors;
72. Though Apple explicitly promised MacBook Pro Laptops with three times the graphical performance as compared to the 2010 models, many Consumers instead received laptops that had been slowed down by 33% in order to reduce heat and conceal a defect. This reduction negatively affected the performance of the MacBook Pro Laptops, particularly in connection with delivering the graphical rich experience Consumers expected and bargained on when purchasing the laptops in the first place;
73. Downgrading the graphical performance of the MacBook Pro Laptops was intended to delay the inevitable manifestation of the Graphics Defect. However, it did not eliminate the underlying defect affecting all 2011 MacBook Pro Laptops;
74. Though the laptops' performance was decreased, the downgrade did little to prevent the inevitable failure of the lead-free solder connecting the discrete GPU assembly to the Logic Board;

75. As a result, tens of thousands of 2011 MacBook Pro Laptop owners worldwide suffered from the Graphics Defect outside of the warranty period, requiring them to pay at least \$600 (and sometimes more, plus taxes) for a logic board replacement;
76. Many Class Members have received multiple logic board replacements, yet continue to experience the Graphics Defect, since the replacement logic boards are themselves equally defective;
77. Class members who brought their MacBook Pro Laptops to be fixed were charged for repairs and were not informed that the Graphics Defect would almost certainly manifest again even after Apple's costly and time consuming repairs;

Apple's Inadequate Response to the Graphics Defect

78. From the time the MacBook Pro Laptops were released to this day, tens of thousands of online complaints posted by Class Members show that Apple's purported "graphical stability" update did nothing to remedy the Graphics Defect;
79. In fact, dozens of journalists and technology websites also reported on the issue;
80. Similarly, an active and growing Facebook group dedicated to that Graphics Defect called "2011 MacBook Pro and Discrete Graphics Issue" has over 4,000 members;
81. Apple has failed to repair the Graphics Defect time and time again. In fact, Consumers who brought their MacBook Pro Laptops for service during the warranty were often told there was no detectable problem, or that the issue was due to water damage or software installed post-purchase;

82. Accordingly, in an attempt to fix the graphical defect, Apple would only replace the MacBook Pro Laptops' logic board with an equally defective logic board instead of non-defective replacements. In fact, many Class Members have gone through multiple replacement logic boards from Apple, which were all defective and which all ultimately failed;
83. The reason Apple replaced the entire logic board instead of the GPU, which is the source of the defect, is because the GPU is soldered to the logic board, and Apple had decided that it is costlier and more time-consuming to repair a defective GPU than it is to have an entire logic board replaced;
84. As a result, Class Members who would have returned their MacBook Pro Laptops received inadequate warranty service and a logic board that was inherently defective;
85. Apple therefore breached its contractual and legal warranty obligations owed to the Class Members and Apple sold to Class Members equally defective replacement parts, in order to conceal the defect and increase its own profits;
86. Apple has issued recalls for this very same defect when it was economically convenient. Indeed, the 2011 iMac desktop computers, which contain the same line of AMD GPUs, also manifested the Graphics Defect. However, the AMD GPUs in the iMacs could be swapped out by hand because they were not soldered to the logic board as they are in the MacBook Pro Laptops; Accordingly, replacing the GPU on an iMac costs far less than it does for the MacBook Pro Laptops. As a result, when certain graphics defect manifested in the 2011 iMacs, Apple issued a recall and undertook to replace the iMac's AMD GPU, free of charge for four (4) years after the first retail sale of the computer, the whole as more fully appears from the iMac recall explanation webpage at <http://support.apple.com/en-us/HT203787>, last modified on November 8, 2014, communicated herewith as **Exhibit P-6**;

87. Because the purported “graphical stability” fix and warranty repairs offered by Apple failed to remedy the Graphics Defect, Plaintiff and Class Members purchased a laptop they would have never bought had they been informed of the Graphics Defect and now are unable to use their 2011 MacBook Pro Laptops;
88. As a result, the complaints about the Graphics Defect that affects all of the 2011 MacBook Pro Laptops have continued. Indeed, a petition on change.org addressed to Apple’s chief executive officer, Timothy D. Cook, which was posted more than 2 years after announcement of the “graphical stability” fix, has received over 29,000 signatures (supporters), the whole as more fully appears from a copy of the petition dated December 1, 2013, entitled “*Timothy D. Cook, Replace or Fix All Early 2011 Macbook Pro with Graphics Failure*”, communicated herewith as **Exhibit P-7**;
89. Defendants warranted that the MacBook Pro Laptops would be free from defects in materials and workmanship that occur under normal use during the warranty period but failed in said obligations;

The Apple Repair Extension Program (“REP”)

90. On February 19, 2015, namely after the institution of the present class action proceedings and instead of actually recalling the Laptops as Apple is required to do, Apple unilaterally announced its “MacBook Pro Repair Extension Program for Video Issues” (hereinafter the “**Repair Extension Program**” or “**REP**”) in which it clearly admitted the following, *inter alia*:
- a) That the MacBook Pro laptops sold between February 2011 and December 2013, exhibited “*distorted video, no video, or unexpected system restarts*”, Apple therefore admitting to the defects detailed herein;

- b) That the video issues affected the 15-inch and 17-inch MacBook Pro Laptop models manufactured in 2011, and the 15-inch MacBook Pro Laptop with Retina manufactured from mid 2012 to early 2013 (hereinafter the "**Affected Products**"), Apple therefore admitting that the Group detailed hereinabove was indeed affected by defects detailed above;
- c) That the Affected Products displayed one or more of the following symptoms: "distorted or scrambled video on the computer screen, no video on the computer screen (or external display) even though the computer is on, computer restarts unexpectedly", Apple thereby once again confirming the defects detailed above;
- d) That a repair process for the Affected Products would be available in the U.S. and Canada as of February 20, 2015, and as of February 27, 2015 for other countries, this being a "worldwide Apple program";
- e) That Apple would be contacting customers who paid for repairs prior to the Repair Extension Program, either through Apple or an Apple authorized Service Provider, to arrange reimbursement. By doing so, Apple acknowledges that many Class Members suffered damages in the form of repair costs as a direct and proximate result of the Graphics Defects (although not reimbursing repair costs paid to third parties for this same defect);
- f) That this worldwide MacBook Pro Repair Extension Program would cover affected MacBook Pro Laptop models until February 27, 2016 or three (3) years from its original date of sale (whichever provided longer coverage);

the whole as more fully appears from a copy of Apple's February 19, 2014 notice entitled "MacBook Pro Repair Extension Program for Video Issues",

communicated herewith as **Exhibit P-8**;

91. Apple's inadequate Repair Extension Program, announced only after the institution of the present class action proceedings, was merely an attempt to circumvent the present class action and the supervisory role of this Honorable Court;
92. Indeed, Apple did not ask this Honorable Court for permission and or directives as to if it can and how it can contact the Class Members in this way after the institution of these proceedings;
93. Many Class Members were never made aware of the inadequate REP in any case since Apple did not publicly announce it or otherwise notify the Class Members;
94. The authorization hearing herein occurred on July 7 and 8, 2016, as appears from the Court record;
95. This Honorable Court authorized the class action on November 24, 2016 and then rectified its Judgment on December 22, 2016;
96. A few days later, namely at the end of December 2016, Apple unilaterally, without informing the Court or the undersigned attorneys, and in bad faith, decided to deem all 2011 MacBook Laptops as "vintage" therefore refusing to even repair any of them as of January 1, 2017;
97. Therefore, Apple now refuses to repair the 2011 MacBook Laptops of any Class Members who have since experienced the Graphics Defect, forcing said Class Members to purchase new computers as their MacBook Laptop have been rendered useless;
98. On October 4, 2017, this Honorable Court issued its rectified order regarding

the notifications to Class Members, regarding the authorization of the class action;

99. In this regard, since the authorization Judgment and since the October 2017 notifications, Class Members have continued to experience the Graphics Defect and Apple has now refused to repair any of the 2011 MacBook Pro Laptops;
100. Apple now attempts to sell new laptops or computers to Class Members who experience the Graphics Defect since Apple has deemed the 2011 MacBook Pros as “vintage” and Apple refuses to manufacturer replacement parts for said Laptops. Apple is therefore continuing to profit from its own turpitude, as it has done since the release of MacBook Pro Laptops in 2011 when it would sell and install equally defecting Logic Boards instead of admitting the defect and recalling all of the 2011 MacBook Pro Laptops;

Representative Plaintiff René Charbonneau

101. Plaintiff is a mobile innovations analyst, with over four (4) years of experience in the tech industry, having completed a Management Information Systems (MIS) bachelor’s degree from Concordia University (2012), which included multiple courses in computer hardware and software;
102. On April 10, 2011, merely a few months after the MacBook Pro Laptops went on sale in Canada, Plaintiff purchased a 15-inch 2011 MacBook Pro laptop (early 2011 model), from the Apple retail store, for over \$2,000;
103. During the week of September 8, 2014, Plaintiff’s MacBook Pro Laptop began evidencing symptoms of the Graphics Defect when performing high graphical load tasks;
104. On September 16, 2014, Plaintiff took his MacBook Pro Laptop into the Fairview Pointe Claire Apple retail store at which time an Apple agent ran a

diagnostic test and informed Plaintiff that the Graphics Defect was due to the Logic Board;

105. The Apple agent told Plaintiff that his MacBook Pro Laptop was outside of the one-year Apple warranty as well as the 3-year AppleCare extended warranty he had purchased, but the Apple agent did not mention that many other consumers had experienced this same issue. Plaintiff was only given the choice to disburse \$622.65 for the labor and replacement of the Logic Board, which Plaintiff did, the whole as more fully appears from the Genius Bar Work Confirmation receipt as well as the Apple issued receipt, communicated herewith as **Exhibit P-9**, *en liasse*. Plaintiff claimed the reimbursement of this amount from Defendants when he originally instituted the present proceedings;
106. Plaintiff retrieved his “repaired” MacBook Pro Laptop on September 19, 2014;
107. The very same night, Plaintiff’s “repaired” MacBook Pro Laptop exhibited the very same Graphics Defect leaving Plaintiff no other option but to bring his MacBook Pro Laptop back to the Apple retail store;
108. On September 24, 2014, Plaintiff returned to the Apple retail store. After the Apple technician from the Genius Bar ran diagnostic tests, Plaintiff was once again informed that the Graphics Defect was due to the Logic Board and that said Logic Board needed to be replaced. Since Plaintiff had purchased the new Logic Board merely days prior, the replacement was covered under the warranty, the whole as more fully appears from a copy of the Genius Bar Work Authorization and Genius Bar Work Confirmation receipts, communicated herewith as **Exhibit P-10**, *en liasse*;
109. Plaintiff retrieved his “repaired” MacBook Pro Laptop on September 29, 2014;
110. On September 30, 2014, Plaintiff wrote a detailed explanation e-mail to Apple CEO’s Tim Cook, *inter alia* summarizing his issues to date with his MacBook

Pro Laptop, confirming that he was not the only Apple Customer complaining about this issue, and even offering his assistance if required in order to resolve the issue, since Consumers' expectation when purchasing a high-end and expensive MacBook Pro Laptop was that it would last more than 3 years, the whole as more fully appears from Plaintiff's September 30, 2014 e-mail to Tim Cook, communicated herewith, as **Exhibit P-11**;

111. After several failed attempts by Apple to repair the Graphics Defect affecting Plaintiff' MacBook Pro Laptop and after disbursing over \$600 in repairs as mentioned above, and further to Plaintiff's September 30, 2014 e-mail, on October 2, 2014, Plaintiff received a call from Eric Estrella (hereinafter "**Estrella**"), an Apple executive relations agent;
112. During said telephone conversation, Plaintiff explained to Estrella that his MacBook Pro Laptop had once again begun demonstrating visual irregularities;
113. Given his MIS degree and his experience in the IT industry, Plaintiff ran a series of tests to determine what had led to the crash but was unable to determine if the problem was related to the Logic Board or another component;
114. Eager to resolve the issue, Plaintiff offered his help to troubleshoot and/or diagnose the issue and further requested that his defective MacBook Pro Laptop be replaced by another refurbished model and that he be reimbursed for the cost disbursed for the repair, namely \$622.65, the whole as more fully appears from a copy of the confirmation e-mail sent by Plaintiff to Estrella on October 2, 2014 further to their telephone conversation, communicated herewith as **Exhibit P-12**;
115. During the October 2, 2014 telephone call, Estrella transferred Plaintiff to an Apple customer service agent by the name of Josh. During said telephone conversation with Josh, the Apple agent acknowledged that the issue Plaintiff was experiencing was due to the GPU. The Apple agent explained to Plaintiff

that it was only the local Apple retail store that had the power to decide to swap Plaintiff's defective MacBook Pro Laptop for a non-defective model;

116. However, rather than replacing Plaintiff's MacBook Pro Laptop, the Fairview Pointe Claire Apple retail store decided that another repair, the third in the same period, should be attempted, the whole as more fully appears from a copy of the e-mail sent by Plaintiff to Estrella, dated October 3, 2014, communicated herewith as **Exhibit P-13**;
117. Following the Apple agent's instructions, on October 6, 2014, Plaintiff brought in his MacBook Pro Laptop, for the third time, to the Fairview Pointe-Claire Apple retail store for repairs. Plaintiff explained to the Apple agent that his MacBook Pro Laptop continued to produce graphic anomalies and that the Logic Board had already been replaced twice, the whole as more fully appears from a copy of the Genius Bar Work Authorization and Genius Bar Work Confirmation receipts, communicated herewith as **Exhibit P-14, en liasse**;
118. Once again, on October 6, 2014, Plaintiff left his MacBook Pro Laptop with the Apple Genius Bar hoping that they would resolve the issue once and for all;
119. Frustrated by this situation, and after several attempts to remedy the situation through Apple, on October 7, 2014, Plaintiff served Apple, by registered mail, with an *Office de la Protection du Consommateur* Formal Demand Notice explaining the issue and demanding that, in the event his defective MacBook Pro Laptop cannot be repaired, that it be replaced by another laptop of equal specification and value, and further claiming the reimbursement of the \$622.65 he had disbursed, within 45 days, failing which legal proceedings would be instituted, the whole as more fully appears from a copy of Plaintiff's Formal Demand Notice sent to Apple, communicated herewith as **Exhibit P-15**;
120. On October 10, 2014, Plaintiff went to the Apple retail store to pick up his purportedly "repaired" MacBook Pro Laptop and was informed that not a single

hardware change or repair had been performed on his laptop, and that the issue was related to the operating system;

121. A few days later, Plaintiff started experiencing the same Graphics Defect and reached out by e-mail once again to Estrella from the Apple executive relations team hoping to solve the issue quickly since Plaintiff would be unavailable until October 20, 2014, the whole as more fully appears from a copy of the e-mail sent by Plaintiff to Estrella, dated October 14, 2014, communicated herewith as **Exhibit P-16**;
122. On October 19, 2014, Plaintiff sent a follow up e-mail to Estrella explaining that he and a senior Apple technician had been unsuccessful in retrieving logs to diagnose the issue affecting his MacBook Pro Laptop and that the issue persists. Given said multiple failed attempts, Plaintiff once again requested that said issue be resolved, the whole as more fully appears from a copy of the e-mail sent by Plaintiff to Estrella, dated October 19, 2014, communicated herewith as **Exhibit P-17**;
123. On October 21, 2014, well over a month since this issue had begun, Plaintiff finally had a telephone conversation with Estrella, the content of which was reiterated in his e-mail of same date, in which he was informed that the only option was to bring his defective MacBook Pro Laptop into the local Apple retail store for repairs for the fourth time. Plaintiff was also informed that his Laptop would not be replaced by another non-defective model. Moreover, Estrella offered Plaintiff a \$100 discount on a new Apple laptop, which as Plaintiff explained would not even cover the \$622.65 that he had disbursed already to replace the Logic Board, the whole as more fully appears from a copy of the e-mail sent by Plaintiff to Estrella, dated October 21, 2014, communicated herewith as **Exhibit P-18**;
124. The Exhibit P-18 e-mail also confirms that Estrella and other Apple specialists had previously admitted to Plaintiff that Plaintiff's high-end MacBook Pro Laptop

should not have died in only three (3) years, which is what Plaintiff and Class Members are *inter alia* claiming herein;

125. The Exhibit P-18 e-mail also requests a copy from Apple of all case files concerning his MacBook Pro Laptop, which Apple has since neglected or refused to provide, and the e-mails requests a written response by Estrella by return e-mail, which Estrella later refused to provide, explaining during a telephone conversation with Plaintiff that Apple purportedly does not answer via e-mail, except to provide contact information;
126. Since the Graphics Defect persisted, on or about October 31, 2014, Plaintiff brought in his MacBook Pro Laptop to the Apple retail store for the fourth time. Once again, Plaintiff's was informed that the Logic Board had to be replaced, for the third time, and the laptop was taken in for further tests and repairs;
127. All the "repairs" were completed and Plaintiff's MacBook Pro Laptop was returned to Plaintiff on November 7, 2014, the whole as appears from a copy of the Genius Bar Work Authorization and Genius Bar Work Confirmation receipts, communicated herewith as **Exhibit P-19**, *en liasse*;
128. Despite the multiple repairs and the multiple replacement of the Logic Board, Plaintiff's MacBook Pro Laptop continued to show symptoms of the graphics defect when running design and prototyping applications. On November 10, 2014, Plaintiff sent an e-mail to Estrella informing him of the persisting issues and hoping that said issues be resolved once and for all, the whole as more fully appears from a copy of the e-mail sent by Plaintiff to Estrella, dated November 10, 2014, communicated herewith as **Exhibit P-20**;
129. On November 11, 2014, Estrella finally responded to Plaintiff's e-mail, asking that Plaintiff contact him by telephone to "handle" this issue, the whole as more fully appears from a copy of the e-mail sent to Plaintiff by Estrella, dated November 11, 2014, communicated herewith as

Exhibit P-21. Plaintiff called Estrella, but Estrella did not answer;

130. Therefore, on November 12, 2014, Plaintiff brought his defective MacBook Pro Laptop to the Apple retail store which finally replaced Plaintiff's defective MacBook Pro Laptop with a new laptop, the whole as more fully appears from a copy of the replacement receipt, communicated herewith as **Exhibit P-22**;
131. Although Plaintiff's MacBook Pro Laptop was ultimately replaced, Plaintiff had not been reimbursed for the cost of the initial Logic Board replacement, more specifically the \$622.65, which Plaintiff claimed herein from Defendants and as he demanded in his formal demand letter (Exhibit P-15);
132. When he purchased his 2011 MacBook Pro Laptop, Plaintiff did not know and was not made aware that his MacBook Pro Laptop suffered from the latent Graphics Defect described hereinabove. Had he been made aware of this, he would not have purchased the said laptop;
133. As mentioned above, on February 19, 2015, namely after Plaintiff instituted the present class action proceedings, Apple announced its "MacBook Pro Repair Extension Program for Video Issues" (the "**Repair Extension Program**" or "**REP**");
134. On March 23, 2015, without informing this Honorable Court nor the undersigned attorneys, Apple unilaterally sent an e-mail to Plaintiff referring to the REP and offering Plaintiff a refund of the amounts he had paid to service his MacBook Pro Laptop regarding the Graphics Defect (namely the \$622.65 mentioned above), the whole as more fully appears from a copy of e-mail sent to Plaintiff by Apple, dated March 23, 2015, communicated herewith as **Exhibit P-23**;
135. We respectfully submit that this Exhibit P-23 e-mail represents an additional admission by Apple concerning the Graphics Defect detailed above, which

affected Plaintiff's and the Class Members' MacBook Pro Laptop;

136. Following his receipt of the Exhibit P-23 e-mail, Plaintiff communicated with Apple by telephone and, on March 25, 2015, Plaintiff received confirmation that within 30 days, he would be receiving his refund from Apple in the amount of \$622.25, which he ultimately did receive, the whole as more fully appears from a copy of the e-mail sent to Plaintiff by Apple, dated March 25, 2015, communicated herewith as **Exhibit P-24**;
137. Plaintiff still maintains his claim for punitive/exemplary damages, loss of time, and moral damages in stress, aggravation and inconvenience, plus interest and indemnity (since the date of the filing of the original application for authorization herein), against Defendants herein and maintains his desire and interest to represent the Class Members herein going forward;
138. Apple sent similar e-mails to (and/or otherwise communicated with) many other Class Members, without informing the undersigned attorneys, representing a clear and illicit attempt to circumvent the present class action proceedings and this Honorable Court's supervisory role herein;
139. Apple is summoned to file into the Court record, under seal, full details and figures as to the exact number of Class Members, how many were sent such an e-mail or other communication, the exact number of Class Members who received any compensation or reimbursements, confirming the total amounts disbursed by Apple in this regard, and communicating copies of the relevant e-mails or documents sent in the context of this Repair Extension Program;

Damages

140. Plaintiff and the Class members suffered actual damages when they purchased their MacBook Pro Laptop(s), which laptops are all defective, unfit and unreliable or unusable as personal computing devices, as more fully detailed above;
141. Plaintiff and/or the Class Members have suffered and are justified in claiming from Apple damages for loss of income, loss of time, inconvenience, expenses and disbursements, and stress they suffered as a result of the defects;
142. Class Members have suffered and are entitled to claim from Apple the reimbursement of any repair costs previously disbursed by them in an attempt to address and solve the Graphics Defect in question, as Plaintiff disbursed (as detailed above), as at the date of the institution of the original application for authorization herein, plus interest, indemnity and costs;
143. All 2011 MacBook Pro Laptops are defective and unfit and will all inevitably manifest a Graphics Defect. The fact that some Class Members have not yet experienced a Graphics Defect, *inter alia* because of the use they have made of their 2011 MacBook Pro Laptop until now, is irrelevant since all said laptops have the same latent defect rendering them unfit and unreliable;
144. Moreover and as mentioned above, though Apple explicitly promised the 2011 MacBook Pro Laptops would have three times the graphical performance of the 2010 models, shortly after their release, Apple introduced an innocuous update to in fact clandestinely reduce the promised operating speed and performance capabilities of all Apple 2011 MacBook Pro Laptops by 33%, in an attempt to conceal and delay the physical defects in question, thereby rendering said laptops not what the Class Members bargained for when purchasing said laptops in any case;

145. In addition, Plaintiff and the Class Members have suffered or will suffer damages in the form of diminished value of the MacBook Pro Laptop as a direct and proximate result of the Graphics Defect. Indeed, the resale value of these defective MacBook Pro Laptops is either nil or at very best significantly reduced due to the defects affecting them all;
146. Plaintiff and the Class Members have suffered or will suffer damages inasmuch as they did not get the full benefit of their laptop, including during “repairs”, as a direct and proximate result of the Graphics Defect which the Defendants has been unable to remedy under the Apple warranty;
147. Defendants knew that Plaintiff and Class Members would rely on Apple’s representations, marketing, and warranties regarding the quality of the MacBook Pro Laptops and their graphics-processing capabilities;
148. Furthermore, Class Members who have not received a replacement non-defective MacBook Pro Laptop are entitled to claim from Apple the reimbursement of their original purchase price of their defective 2011 MacBook Pro Laptop (which they would not have purchased, at its premium price, had they been made aware of the defect) (in this regard, many Class Members purchased a new replacement laptop when the Graphics Defects manifested itself in their MacBook Pro Laptop and Apple has refused to compensate these Class Members);
149. Finally, for all of the reasons more fully detailed above (as though recited at length), Plaintiff respectfully submits that Apple was grossly and/or intentionally negligent and is liable to pay punitive damages to the Class Members;
150. Indeed, Apple has known about the Graphics Defect for years, has received thousands of complaints from Customers and refused to recall and properly repair the Class Member’s MacBook Pro Laptops only announcing the inadequate Extension Repair Program after class action proceedings had been

instituted (in what we respectfully submit is an unlawful attempt to circumvent the class actions proceedings and the supervisory role of this Honorable Court). Apple chose to earn additional profit, benefiting from its own turpitude, by selling at a profit replacement Logic Boards to Class Members such as Plaintiff, when Apple knew that the replacement Logic Board have the same defect and that the same problem will reoccur;

151. Defendants also attempt to delay and cover up the defects affecting the Laptops, as mentioned above;
152. Since the authorization Judgment herein, Defendants unilaterally deemed all of the 2011 MacBook Pro Laptops as "vintage" and Defendants therefore began refusing to repair any of the said Laptops;
153. Defendants' above detailed actions qualify its fault as intentional, which is a result of wild and foolhardy recklessness in disregard for the rights of the Class Members, with full knowledge of the immediate and natural or at least extremely probable consequences that its actions would cause to the Class Members;
154. Defendants' negligence has shown a malicious, oppressive and high-handed conduct that represents a marked departure from ordinary standards of decency. In that event, punitive damages should be awarded to Class Members;
155. The present Application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present class action of the Plaintiff and each of the Class Members;

DECLARE the Defendants solidarily liable for the damages suffered by

the Plaintiff and each of the Class Members;

CONDEMN the Defendants solidarily to pay to Plaintiff and each of the Class Members a sum to be determined in compensatory and/or moral damages suffered, (a) for any repair costs disbursed, (b) for the reimbursement of the initial purchase price (c) for stress and inconvenience suffered, (d) for loss of work product, (e) for loss of income, (f) for loss of time, (g) for loss of re-sale value of the Laptop, (h) for the cost of purchasing a replacement laptop, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants solidarily to pay to Plaintiff and each of the Class Members a sum to be determined in punitive and/or exemplary damages and **ORDER** collective recovery of these sums;

CONDEMN the Defendants solidarily to pay interest and additional indemnity on the above sums according to law from the date of service of the original Motion to authorize the bringing of a class action;

ORDER the Defendants 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;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants solidarily to bear the costs of the present action including experts' fees and notice fees;

RENDER any other order that this Honorable Court shall determine and that is in the interest of the Class Members;

THE WHOLE with costs, including all publication costs and/or expertise costs.

MONTREAL, May 14, 2018

Lex Group Inc.

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C A N A D A

(Class Action)
SUPERIOR COURTPROVINCE OF QUEBEC
DISTRICT OF MONTREAL

RENÉ CHARBONNEAUN^o : 500-06-000722-146*Representative Plaintiff*

-vs.-

APPLE CANADA INC.

-and-

APPLE, INC.

Defendants

REPRESENTATIVE PLAINTIFF'S LIST OF EXHIBITS

- EXHIBIT P-1:** *Registre des entreprises* (CIDREQ) report regarding Apple Canada Inc.;
- EXHIBIT P-2:** Extracts of Apple's website
- EXHIBIT P-3:** Copy of the August 13, 2011 historical extract from the Apple website;
- EXHIBIT P-4:** Copy of the online comments posted by users on the SlashGear website having performed the upgrade;
- EXHIBIT P-5:** Article entitled "*iFixIt's 2011 MacBook Pro Teardown: Better Repairability, But May Be Prone to Overheating*" dated February 25, 2011;
- EXHIBIT P-6:** The iMac recall explanation webpage at <http://support.apple.com/en-us/HT203787>, last modified on November 8, 2014;
- EXHIBIT P-7:** Copy of the Change.org petition entitled "*Timothy D. Cook, Replace*

or Fix All Early 2011 Macbook Pro with Graphics Failure, dated December 1, 2013;

- EXHIBIT P-8:** Copy of Apple's notice entitled "MacBook Pro Repair Extension Program for Video Issues", dated February 19, 2014;
- EXHIBIT P-9:** Copy of the Genius Bar Work Confirmation receipt and the Apple issued receipt, totaling \$622.65 for the labor and replacement of the Logic Board, dated September 16, 2014, *en liasse*;
- EXHIBIT P-10:** Copy of the Genius Bar Work Authorization and Genius Bar Work Confirmation receipts dated September 24, 2014, *en liasse*;
- EXHIBIT P-11:** Copy of Plaintiff's e-mail to Apple CEO Tim Cook dated September 30, 2014;
- EXHIBIT P-12:** Copy of Plaintiff's confirmation e-mail to Eric Estrella dated October 2, 2014;
- EXHIBIT P-13:** Copy of Plaintiff's e-mail to Eric Estrella dated October 3, 2014;
- EXHIBIT P-14:** Copy of the Genius Bar Work Authorization and Genius Bar Work Confirmation receipts dated October 6, 2014, *en liasse*;
- EXHIBIT P-15:** Copy of Plaintiff's Formal Demand Notice served to Apple, by registered mail, dated October 7, 2014;
- EXHIBIT P-16:** Copy of Plaintiff's email to Eric Estrella, dated October 14, 2014;
- EXHIBIT P-17:** Copy of the Plaintiff's email to Eric Estrella, dated October 19, 2014;
- EXHIBIT P-18:** Copy of Plaintiff's email to Eric Estrella, dated October 21, 2014;
- EXHIBIT P-19:** Copy of the Genius Bar Work Authorization and Genius Bar Work Confirmation receipts dated November 7, 2014, *en liasse*;
- EXHIBIT P-20:** Copy of Plaintiff's email to Eric Estrella, dated November 10, 2014;
- EXHIBIT P-21:** Copy of Eric Estrella's email to Plaintiff, dated November 11, 2014;
- EXHIBIT P-22:** Copy of the Genius Bar's replacement receipt, dated November 12, 2014, *en liasse*;

- EXHIBIT P-23:** Copy of the Repair Extension Program e-mail sent to Plaintiff by Apple, dated March 23, 2015;
- EXHIBIT P-24:** Copy of the e-mail sent to Plaintiff by Apple, dated March 25, 2015;

MONTREAL, May 14, 2018

Lex Group Inc.

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N°.: 500-06-000722-146

(CLASS ACTION)
SUPERIOR COURT
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

RENÉ CHARBONNEAU

Representative Plaintiff

--vs.--

APPLE CANADA INC.

-and-

APPLE, INC.

Defendants

ORIGINATING CLASS ACTION
APPLICATION
AND
REPRESENTATIVE PLAINTIFF'S LIST OF
EXHIBITS

ORIGINAL

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