

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-06-000722-146

DATE: OCTOBER 4, 2017

BEFORE THE HONOURABLE MR. JUSTICE MARK G. PEACOCK, J.S.C.

RENÉ CHARBONNEAU

Plaintiff

v.

APPLE CANADA INC.

-and-

APPLE INC (collectively "**APPLE**").

Defendants

RECTIFIED ORDER

WHEREAS there is no material error in the Court's Order of July 27, 2017 and that that Order stands;

WHEREAS the parties' attorneys have drawn the Court's attention to clerical errors in the sequence of the Schedules to the Court's Order, such that Schedule B, the Abbreviated Notice, appears to repeat the text of Schedule A, the Long Notice;

WHEREAS parties' attorneys have also indicated to the Court that the numbering of Schedule B appears to continue from the numbering used in Schedule A;

The Court **CORRECTS** the above clerical errors by re-issuing its Notice Order of July 27, 2017 unchanged but with its Schedules A, B and C bearing separate page

numbers and Schedule B properly reflecting the Abbreviated Notice as agreed to by the parties;

- [1] Considering Plaintiff's Amended motion to authorize the bringing of a class action and to ascribe the status of representative, dated May 28, 2015.
- [2] Considering the Court's judgment rendered on November 24, 2016 and rectified on December 22, 2016, by which the Court authorized the bringing of a class action for the group defined as follows:
 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".
- [3] Considering the Parties' consent and agreement as to the text of the Long Form Notice in English and in French, attached hereto as Schedule "A".
- [4] Considering the Parties' consent and agreement on the text of the Abbreviated Notice in English and in French, attached hereto as Schedule "B".
- [5] The Court hereby ORDERS that publication and distribution of the Notices to all potential class action members shall be made as set out below.
- [6] Distribution of Notices to all potential class members
- [7] The distribution of Notices shall be made individually, primarily by electronic notification ("Email Notice") and direct mailing, and also collectively by publication in Quebec newspapers as specified below.
- [8] Apple shall at its costs retain a third party claims administration firm, RicePoint Administration Inc. ("RicePoint"), to carry out the distribution and publication of the Notices.

- [9] RicePoint has experience in class action notice distribution and publication, including in Quebec class actions, as appears from the summary attached hereto as Schedule C.
- [10] The Court is satisfied that the purposes of distribution of Notices shall be met where there is confirmation that the recipient has received and opened the Email Notice.
- [11] As such, all potential class action members identified by Apple, both Quebec residents and non-residents, shall be notified individually, via their email addresses as provided to RicePoint by Apple.
- [12] Where no proof of receipt and of opening of the Email Notice can be obtained, the distribution of Notices shall be made by direct mailing to the latest postal address that Apple has in its records.
- [13] In addition, the Abbreviated Notice shall be published in local newspapers in Quebec, as detailed below.

1. Electronic notification

Contact information compiled by Defendants

- [14] Defendants (Apple) have identified contact information for purchasers and owners of a 2011 MacBook Pro device with a 15-inch or 17-inch screen (the "Laptops"), including Laptops purchased from Apple retail stores in Quebec, purchased online from Apple using a Quebec billing address, and purchased anywhere (including from resellers) and registered with a Quebec address.
- [15] Apple has confirmed that the contact information it compiled often contains more than one email or physical address per Laptop (for example, the original purchaser's address and the current registered owner's address). Apple has confirmed that the total number of addresses collected is 28,670, whereas the total number of Laptops included in the authorized group is 22,338.
- [16] Apple shall provide to RicePoint the complete list of email and physical mailing addresses thus compiled.

Analysis and validation of data by RicePoint

- [17] RicePoint will validate the email addresses received from Apple prior to distributing the Email Notices to the potential class members.
- [18] Prior to distributing the Email Notices, RicePoint will also undertake spam testing in order to increase the chances of successful delivery to each email address.

- [19] Where more than one email address is assigned to the same Laptop, RicePoint will distribute the Email Notice to all listed email addresses.

Electronic distribution of Notices by RicePoint

- [20] The Email Notice shall contain the text of the Abbreviated Notice set out at Schedule B, in French and in English.
- [21] The Email Notice will contain a hyperlink to the full text of the Notice (Long Form Notice) as set out at Schedule A, in French and in English, on the website of counsel for the Plaintiff.
- [22] RicePoint shall distribute the Email Notice no later than October 6, 2017.
- [23] RicePoint shall track deliverability, record any bounced emails and shall attempt to re-send the Email Notice three (3) times in such cases, within a period of 48 hours from the original distribution of the Email Notice.

2. Direct mailing notification

- [24] Where RicePoint is unable to confirm that the Email Notice has been successfully delivered and opened after a period of 7 days, RicePoint will send a copy of the Abbreviated Notice (in French and in English) by regular mail ("Postal Notice") to all addresses listed for the Laptop in question.
- [25] The Postal Notice shall be sent **no later than October 20, 2017**.

3. Publication of Notices in newspapers

- [26] The Abbreviated Notice shall be published once **on a Saturday** in one French newspaper in Quebec City (*Le Journal de Québec*) and in Montreal (*Le Journal de Montréal*) and in one English newspaper in Montreal (*The Gazette*) **on October 21, 2017**.

4. Opt-out deadline

- [27] The **opt-out deadline** for class members shall be **December 29, 2017**. This deadline shall be reflected in both the Long Form Notice and the Abbreviated Notice as set out in Schedules A and B.

5. Auditing of the notification process on a confidential basis

- [28] Plaintiff's attorneys will have the right and opportunity to audit, on a strictly confidential basis, the notification process undertaken by RicePoint, by communicating with RicePoint directly in order to verify whether communications have been sent to potential class members and to which address (email or postal) and to obtain copies of such communications, and to obtain any other relevant information concerning the notification process,

RicePoint being authorized and ordered by this Court to communicate all such requested information to Plaintiff's counsel and/or their expert(s), confidentially. Before providing such information to RicePoint or the experts, both RicePoint and the experts will provide a signed undertaking to respect the confidentiality provided in this order.

- [29] For this purpose only, Defendants shall deliver to Plaintiff's attorneys a complete copy of all of the contact information for potential class members as provided to RicePoint.
- [30] The identities of and contact information for potential class members delivered by Defendants shall be received and held in strict confidence by the Plaintiff's attorneys, for counsel's eyes only (and/or its expert(s)), and such information shall be used by the Plaintiff's attorneys (and its expert(s)) solely for the purpose of verifying and auditing the notification process undertaken by the third party administrator, RicePoint.
- [31] The information and documents shall not be disclosed, at any time, to the Plaintiff, any potential class members or any third person (except for Plaintiff's expert(s)), unless otherwise authorized by the Court.
- [32] The Court hereby releases the Defendants from any and all obligations pursuant to any and all applicable privacy laws and regulations in relation to such access and transfer of personal information to RicePoint and the Plaintiff's attorneys.
- [33] In addition, upon completion of the Notice distribution and publication steps outlined above, RicePoint shall deliver to Plaintiff's attorneys and to Defendants' attorneys a sworn declaration from one of its senior managers confirming the completion of such Notice distribution and publication steps, and the relevant results and data related thereto. Said sworn declaration will also be filed into the Court record.
- [34] All costs or disbursements associated with the preparation, distribution and/or publication of the Notices as outlined in this Order, including all costs or disbursements payable to RicePoint, shall be borne exclusively by the Defendants and the Court therefore ORDERS Defendants to pay all such costs and disbursements.
- [35] **THE WHOLE WITHOUT LEGAL COSTS.**



MARK G. PEACOCK, J.S.C.

Me David Assor
LEX GROUP INC.
Attorneys for the Petitioner

Me Simon V. Porter
Me Kristian Brabander
Me Benedicte Martin
MCCARTHY TÉTRAULT
Attorneys for the Respondents

Dates of hearing: July 7 and 8, 2016

SCHEDULE A

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.**

ANNEXE A

ACTION COLLECTIVE

AVIS À :

- i) **TOUTE PERSONNE AU QUÉBEC QUI A ACHETÉ/EST PROPRIÉTAIRE DE; ET**
- ii) **TOUTE PERSONNE QUI A ACHETÉ AU QUÉBEC**

UN ORDINATEUR PORTABLE MACBOOK PRO 2011 AVEC UN ÉCRAN DE 15 POUCES OU DE 17 POUCE QUI A PRÉSENTÉ OU PRÉSENTE UN VICE GRAPHIQUE

SOYEZ AVISÉS que, par jugement rendu le 24 novembre 2016 et rectifié le 22 décembre 2016, l'honorable juge Peacock de la Cour supérieure du Québec a autorisé l'exercice d'une action collective contre Apple Canada Inc. et Apple Inc. (ci-après désignées collectivement « **Apple** ») et a attribué le statut de représentant à M. René Charbonneau afin d'agir pour le compte des membres suivants :

1. *Toutes les personnes au Québec, qui ont acheté et/ou sont propriétaires d'un ordinateur portable MacBook Pro 2011 avec un écran de 15 pouces ou de 17 pouces qui a présenté ou présente un vice graphique, ou tout autre groupe ou sous-groupe à être déterminé par la Cour; et*
2. *Toutes les personnes, qui ont acheté au Québec un ordinateur portable MacBook Pro 2011 avec un écran de 15 pouces ou de 17 pouces qui a présenté ou présente un vice graphique, ... fabriqué, distribué, vendu ou autrement mis sur le marché par les intimées ou tout autre groupe ou sous-groupe à être déterminé par la Cour;*

*Un « **vice graphique** » est une anomalie graphique ou un vice qui pourrait notamment consister en: une distorsion sévère de l'écran, la pixellisation, des artefacts graphiques ou des effets-fantômes.*

1. **Cette action collective sera initiée dans le district de Montréal.**
2. **Aux fins de la présente action collective, le représentant du groupe a élu domicile au cabinet de son avocat situé au :**

Me David Assor
Lex Group Inc.
4101 rue Sherbrooke Ouest
Westmount QC H3Z 1A7
Tél. : (514) 451-5500
Télec.: (514) 875-8218
Courriel: davidassor@lexgroup.ca
Site web: <http://www.lexgroup.ca>

3. Les principales questions de faits et de droit qui seront traitées collectivement sont :

- a) Les ordinateurs portables MacBook Pro 2011 présentent-ils un vice graphique commun ?
- b) Apple était-elle au courant de ce vice et a-t-elle fait défaut de prévenir les membres du groupe de son existence? Si Apple était au courant de ce vice, quand l'a-t-elle su ou à partir de quand aurait-elle dû le savoir ?
- c) Apple a-t-elle fait défaut de divulguer des informations importantes aux membres du groupe ?
- d) L'omission d'Apple de divulguer des informations importantes induit-elle en erreur et/ou est-elle raisonnablement susceptible de tromper un Consommateur raisonnable ?
- e) Le vice graphique a-t-il été réglé par (a) les mises à jour du système d'exploitation d'Apple visant la « stabilité graphique » et (b) les remplacements de la carte logique d'Apple ?
- f) Apple était-elle légalement obligée de rappeler les ordinateurs portables MacBook Pro 2011 comme elle l'aurait prétendument fait pour des problèmes similaires qui seraient survenus avec les ordinateurs portables MacBook Pro 2008 ?
- g) Les ordinateurs portables MacBook Pro 2011 ont-ils performé ou performent-ils en conformité avec :
 - i. L'usage normal auquel ces ordinateurs portables sont destinés;
 - ii. La durée d'usage normale pendant une durée de temps raisonnable, eu égard au prix, aux termes du contrat et aux conditions d'utilisation de ces ordinateurs portables; et
 - iii. Toute représentation pré-achat faite par les Intimées aux acheteurs potentiels.
- h) Apple est-elle responsable de payer :
 - i. Des dommages compensatoires aux membres du groupe : (i) pour tout coût de réparation déboursé et (ii) pour le remboursement du prix d'achat initial si l'ordinateur portable a été acheté d'Apple;
 - ii. Apple est-elle responsable de payer des dommages punitifs aux membres du groupe et, dans l'affirmative, pour quel montant?

4. Une fois les questions ci-dessus tranchées, la Cour aura à déterminer si elle devrait:

- a) Accueillir l'action collective du Demandeur et de chacun des membres du groupe;
 - b) Déclarer qu'Apple est responsable des dommages subis par le Demandeur et par chacun des membres du groupe;
 - c) Ordonner à Apple de payer à chaque membre du groupe une somme à être déterminée en compensation des dommages subis pour (i) le remboursement du prix d'achat initial et (ii) le remboursement des coûts de réparation, ainsi qu'Ordonner le recouvrement collectif de ces sommes;
 - d) Ordonner à Apple de payer à chaque membre du groupe une somme à être déterminée à titre de dommages punitifs et Ordonner le recouvrement collectif de ces sommes;
 - e) Ordonner à Apple de payer, en sus des sommes susmentionnées, les intérêts et l'indemnité additionnelle prévus par la loi à compter de la date de signification de la Requête pour autorisation d'exercer une action collective;
 - f) Ordonner à Apple de déposer au greffe de la Cour la totalité des sommes faisant partie du recouvrement collectif, avec les intérêts, l'indemnité additionnelle et les frais;
 - g) Ordonner que les réclamations de chacun des membres du groupe fassent l'objet d'une liquidation collective si la preuve le permet et, dans l'alternative, d'une liquidation individuelle;
 - h) Ordonner à Apple d'assumer les frais de cette action, y compris les frais pour les experts et pour les avis;
 - i) Rendre toute autre ordonnance déterminée par la Cour et qui est dans l'intérêt des membres du groupe.
5. **Si vous souhaitez vous exclure de la présente action collective, vous devez en aviser le greffier de la Cour supérieure du Québec, district de Montréal, et ce, au plus tard le 29 décembre 2017 par courrier recommandé ou certifié à l'adresse suivante (avec une copie transmise à info@lexgroup.ca) :**
- Cour supérieure du Québec, 1, rue Notre-Dame Est, Montréal, Québec,
Canada, H2Y 1B6**
- Vous devez mentionner que vous souhaitez vous exclure de l'action collective *Charbonneau c. Apple Canada Inc. et al.* (numéro de dossier de Cour 500-06-000722-146).**
6. **La date à partir de laquelle un membre ne pourra plus s'exclure du groupe, à moins d'autorisation spécifique de la Cour, est le 29 décembre 2017.**
7. **Conformément à la loi, tout membre du groupe qui n'a pas demandé son exclusion sera lié par tout jugement qui pourrait être rendu dans le cadre de l'action collective.**

8. Si vous souhaitez être inclus dans l'action collective, vous n'avez rien à faire.
9. En tant que membre du groupe, vous avez le droit d'intervenir dans la présente action collective, et ce, de la manière prévue par la loi.
10. En tant que membre du groupe ou comme intervenant, vous ne pouvez pas être appelé à payer les frais de l'action collective.

**LA PUBLICATION DU PRÉSENT AVIS AUX MEMBRES DU GROUPE A ÉTÉ
APPROUVÉE ET ORDONNÉE PAR LA COUR SUPÉRIEURE DU QUÉBEC.**

SCHEDULE B

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 Superior Court of Québec authorized Mr. René Charbonneau to begin a class action against Apple Canada Inc. and Apple Inc. ("**Apple**") on behalf of:

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.

The attorney for the class is:

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>

Mr. Charbonneau is asking the Court to determine whether 2011 MacBook Pro laptops suffered from a Graphics Defect and whether Apple knew of and failed to warn consumers of such a Graphics Defect. The Court will also have to determine whether Apple is liable to pay damages to class members (the reimbursement of the initial purchase price, the reimbursement of repair costs disbursed and/or punitive damages) and, if so, in what amounts. The Court will also have to determine if Apple was legally obliged to recall the 2011 MacBook Pro Laptops.

Please consult the Lex Group Inc. website for the full text of this Notice, including the full text of the principal questions that the Court will be asked to deal with collectively and the list of orders that Mr. Charbonneau is asking the Court to issue once it has decided these questions: <http://www.lexgroup.ca>.

If you wish to exclude yourself from the class action and avoid being bound by the judgment which will be rendered, you must send a notice 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, Montréal, 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).

If you wish to be included in the class action, you have nothing to do.

As a class member, you have the right to intervene in the present class action, in the manner provided for by law but you cannot be called upon to pay the costs of the class action.

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

ANNEXE B

ACTION COLLECTIVE

AVIS À :

- i) **TOUTE PERSONNE AU QUÉBEC QUI A ACHETÉ/EST PROPRIÉTAIRE DE; ET**
- ii) **TOUTE PERSONNE QUI A ACHETÉ AU QUÉBEC**

**UN ORDINATEUR PORTABLE MACBOOK PRO 2011 AVEC UN ÉCRAN DE 15
POUCES OU DE 17 POUCE
QUI A PRÉSENTÉ OU PRÉSENTE UN VICE GRAPHIQUE**

SOYEZ AVISÉS que, par jugement rendu le 24 novembre 2016 et rectifié le 22 décembre 2016, la Cour supérieure du Québec a autorisé M. René Charbonneau à exercer une action collective contre Apple Canada Inc. et Apple Inc. (« **Apple** ») pour le compte de :

1. *Toutes les personnes au Québec, qui ont acheté et/ou sont propriétaires d'un ordinateur portable MacBook Pro 2011 avec un écran de 15 pouces ou de 17 pouces qui a présenté ou présente un vice graphique, ou tout autre groupe ou sous-groupe à être déterminé par la Cour; et*
2. *Toutes les personnes, qui ont acheté au Québec un ordinateur portable MacBook Pro 2011 avec un écran de 15 pouces ou de 17 pouces qui a présenté ou présente un vice graphique, ... fabriqué, distribué, vendu ou autrement mis sur le marché par les intimées ou tout autre groupe ou sous-groupe à être déterminé par la Cour;*

*Un « **vice graphique** » est une anomalie graphique ou un vice qui pourrait notamment consister en: une distorsion sévère de l'écran, la pixellisation, des artefacts graphiques ou des effets-fantômes.*

L'avocat qui représente le groupe est :

Me David Assor
Lex Group Inc.
4101 rue Sherbrooke Ouest
Westmount QC H3Z 1A7
Tél. : (514) 451-5500
Télec.: (514) 875-8218
Courriel: davidassor@lexgroup.ca
Site web: <http://www.lexgroup.ca>

M. Charbonneau demande à la Cour de déterminer si les ordinateurs portables MacBook Pro 2011 ont présenté un vice graphique et si Apple était au courant et a fait défaut de prévenir les consommateurs de ce vice graphique. La Cour aura également à déterminer

si Apple est responsable de payer les dommages aux membres du groupe (le remboursement du prix d'achat initial, le remboursement des coûts de réparation déboursés et/ou des dommages punitifs) et, dans l'affirmative, pour quels montants. La Cour aura aussi à déterminer si Apple était légalement obligée de rappeler les ordinateurs portables MacBook Pro 2011.

Veillez consulter le site internet de Lex Group Inc. pour le texte complet de cet Avis, qui comprend l'énoncé intégral des principales questions qui seront traitées collectivement par la Cour et la liste des ordonnances que M. Charbonneau demande à la Cour d'émettre une fois que celle-ci aura tranché ces questions : <http://www.lexgroup.ca>.

Si vous souhaitez vous exclure de la présente action collective et éviter ainsi d'être lié par tout jugement qui sera rendu, vous devez envoyer un avis au plus tard le 29 décembre 2017, par courrier recommandé ou certifié à l'adresse suivante (avec une copie transmise à info@lexgroup.ca) :

Cour supérieure du Québec, 1, rue Notre-Dame Est, Montréal, Québec, H2Y 1B6

Vous devez mentionner que vous souhaitez vous exclure de l'action collective *Charbonneau c. Apple Canada Inc. et al.* (numéro de cour 500-06-000722-146).

Si vous souhaitez être inclus dans l'action collective, vous n'avez rien à faire.

En tant que membre du groupe, vous avez le droit d'intervenir dans la présente action collective, et ce, de la manière prévue par la loi, mais vous ne pouvez pas être appelé à payer les frais de l'action collective.

LA PUBLICATION DU PRÉSENT AVIS ABRÉGÉ AUX MEMBRES DU GROUPE A ÉTÉ APPROUVÉE ET ORDONNÉE PAR LA COUR SUPÉRIEURE DU QUÉBEC.

Schedule C – RicePoint description and Quebec experience

Firm Overview

“RicePoint Administration Inc. is a Canadian class action administrator wholly owned by Computershare; a global leader in transfer agency and share registration, employee equity plans, mortgage servicing, proxy solicitation stakeholder communications as well as notice and administrative services for class action settlements.

We are leaders in the Canadian administration market having been court appointed on multiple large and historical settlements over the past 15 years, together totaling over \$2.5 billion. Our core team is located in London, Ontario while operations, including a 75 seat call centre in Montreal, are spread out across Canada. Our administration and notice reach extends into the United States and internationally under Computershare’s KCC brand.”

Representative Cases – Administrations with Quebec class members

ADMINISTRATION	SETTLEMENT FUND	CLAIM DEADLINE
Volkswagen/Audi 2.0-Litre Emissions Canada Class Action	CAD 2,100,000,000	September 1, 2018
Fosamax Fosavance Class Action	CAD \$6,375,000	July 17, 2017
Kaba Ico Settlement	Individual Entitlements	April 21, 2017
Canadian Cooling Compressors Class Action	CAD \$4,770,000	August 11, 2016
Baja Mining Corp. Securities Class Action	CAD \$11,000,000	August 4, 2016
Canadian SRAM Class Action	CAD \$4,850,000	June 29, 2016
IMAX Securities Litigation	CAD \$3,750,000	May 31, 2016
Agnico Eagle Mines Ltd. Securities Litigation	CAD \$17,000,000	May 20, 2016
Donnybrook Securities Class Action	CAD \$5,500,000	February 11, 2016
Cash Store Financial Services Inc. Class Action	CAD \$13,780,000	January 8, 2016

ADMINISTRATION	SETTLEMENT FUND	CLAIM DEADLINE
Canadian DRAM Class Action	CAD \$90,000,000	June 23, 2015
Jitec Inc. Securities Litigation	CAD \$9,850,000	March 16, 2015
Canadian LCD Class Action	CAD \$37,623,000	December 9, 2014
Aftermarket Auto Lights Canadian Class Action	CAD \$1,370,000	September 10, 2014
Aftermarket Filters Canadian Class Action	CAD \$350,000	August 11, 2014
Canadian NVIDIA GPU Settlement	CAD \$1,900,000	May 30, 2014
ParkLane Donations Canada Gift Program	CAD \$28,000,000	February 28, 2014
Kugel Mesh Class Action	CAD \$1,375,000	February 20, 2014
Sino-Forest EY Settlement Securities Litigation	CAD \$117,000,000	February 14, 2014
Zungui Haixi Corporation Securities Litigation	CAD \$10,850,000	January 6, 2014
Chocolate Products Price-Fixing Class Action	CAD \$23,200,000	December 15, 2013
Easyhome Ltd. Securities Litigation	CAD \$2,250,000	September 17, 2013
Vioxx Class Action	CAD \$33,112,500	August 19, 2013
Gammon Gold Inc. Securities Litigation	CAD \$13,250,000	March 13, 2013
GBC MS Class Action	N/A	February 24, 2013
Arctic Glacier Income Fund Securities Litigation	CAD \$13,750,000	September 11, 2012
Redline Communications Securities Litigation	CAD \$3,600,000	March 5, 2012

ADMINISTRATION	SETTLEMENT FUND	CLAIM DEADLINE
Canadian Superior Energy Securities Litigation	USD \$5,200,000	December 7, 2011
Ethylene Propylene Diene Monomer Class Action	CAD \$4,249,537	October 11, 2011
Fleet Phospo-Soda Class Action	CAD \$11,995,000	September 22, 2011
MyTravel Canada Holidays Inc. Class Action	CAD \$2,250,000	May 25, 2011
Gildan Activewear Securities Litigation	USD \$22,500,000	March 10, 2011
PetroKazakhstan Inc. Securities Litigation	CAD \$9,900,000	February 24, 2011
SunOpta Inc. Securities Litigation	USD \$11,250,000	June 11, 2010
CP Ships Ltd. Securities Litigation	CAD \$12,800,000	June 7, 2010
TVI Pacific Securities Litigation	CAD \$2,100,000	January 18, 2010
Hydrogen Peroxide Class Action	CAD \$20,490,000	September 8, 2009
Tequin Class Action	CAD \$5,000,000	February 27, 2009

Representative cases – Administrations approved by Quebec courts

ADMINISTRATION	SETTLEMENT FUND	CLAIM DEADLINE
Volkswagen/Audi 2.0-Litre Emissions Canada Class Action	CAD 2,100,000,000	September 1, 2018
Fosamax Fosavance Class Action	CAD \$6,375,000	July 17, 2017
Kaba Ilco Settlement	Individual Entitlements	April 21, 2017
Canadian Cooling Compressors Class Action	CAD \$4,770,000	August 11, 2016
Canadian SRAM Class Action	CAD \$4,850,000	June 29, 2016
Agnico Eagle Mines Ltd. Securities Litigation	CAD \$17,000,000	May 20, 2016
Canadian DRAM Class Action	CAD \$80,000,000	June 23, 2015
Jitec Inc. Securities Litigation	CAD \$9,850,000	March 16, 2015
Canadian LCD Class Action	CAD \$37,623,000	December 9, 2014
Aftermarket Auto Lights Canadian Class Action	CAD \$1,370,000	September 10, 2014
Aftermarket Filters Canadian Class Action	CAD \$350,000	August 11, 2014
Sino-Forest EY Settlement Securities Litigation	CAD \$117,000,000	February 14, 2014
Chocolate Products Price-Fixing Class Action	CAD \$23,200,000	December 15, 2013
Vioxx Class Action	CAD \$33,112,500	August 19, 2013
Fleet Phospro-Soda Class Action	CAD \$11,995,000	September 22, 2011
Gildan Activewear Securities Litigation	USD \$22,500,000	March 10, 2011
CP Ships Ltd. Securities Litigation	CAD \$12,800,000	June 7, 2010

RICEPOINT

A Computershare company.

July 24, 2017

RicePoint Administration Inc.
1480 Richmond Street, Suite 204
London, Ontario N6G 0J4

To whom it may concern,

I am the senior vice-president of business development for RicePoint Administration Inc. ("RicePoint").

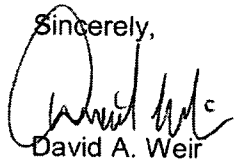
I understand that the Court has requested certain confirmations from us in the context of our proposed involvement in the distribution of a Notice to class members in the class action matter, *René Charbonneau v. Apple Canada Inc. and Apple Inc.*, bearing Quebec Superior Court file number 500-06-000722-146.

I hereby confirm that RicePoint has no conflict of interest in dealing with this mandate and that our work for Apple relates exclusively to class action administration.

Further, I confirm that our telephone operators based in Montreal are bilingual in the French and English languages.

I trust that this responds adequately to the Court's requests and remain available should any additional information about RicePoint be required.

Sincerely,



David A. Weir

SVP Business Development