



Court File No.: CV-20-645295-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE

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JUSTICE GLUSTEIN

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Bg 16th
THE ~~15th~~ DAY OF
SEPTEMBER, 2026

B E T W E E N:

MICHAEL FERRACCI

Plaintiff

and

APPLE INC., APPLE VALUE SERVICES, LLC
and APPLE CANADA INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(Settlement Approval)

THIS MOTION made by the plaintiff, Michael Ferracci, for an Order approving the settlement agreement entered into with Apple Inc., Apple Value Services, LLC and Apple Canada Inc., was heard this day.

ON READING the materials filed, including the notice of motion and the evidence filed by the parties, including the Settlement Agreement dated as of October 21, 2025 (the “**Settlement Agreement**”), attached to this order as Schedule “**A**”, and on hearing the submissions of counsel for the plaintiff and the class, and counsel for the defendants;

ON READING the affidavit evidence filed by the plaintiff in support of this motion, including the evidence on the notice given to the class pursuant to the Notice Plan approved by this Court on May 28, 2026;

AND ON READING the certification and Notice Approval Order in this action dated May 28, 2026, which sets out the class definition, the common issue, and the nature of the claims asserted on behalf of the class;

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed and there have been no written objections and two written comments in respect of the Settlement Agreement;

AND HAVING CONSIDERED such comments;

AND ON BEING ADVISED that the deadline for opting out of the action has passed, and two individuals validly exercised their right to opt out;

AND ON BEING ADVISED that the plaintiff and the defendants consent to this Order;

1. **THIS COURT DECLARES** that the notice of certification, the means of opting out of the class, and the hearing of the plaintiff's motion for approval of the Settlement Agreement meet the requirements of sections 17 and 19 of the *Class Proceedings Act, 1992*, being the best notice that is practicable in the circumstances.
2. **THIS COURT ORDERS** that the settlement of this class proceeding on the terms set forth in the Settlement Agreement is fair and reasonable and in the best interests of the class and is hereby approved pursuant to section 27.1 of the *Class Proceedings Act, 1992*, is valid

and binding on the parties and on all Settlement Class Members and shall be implemented and enforced in accordance with its terms.

3. **THIS COURT ORDERS** that the Settlement Agreement is expressly incorporated by reference into this Order, and in addition to the terms defined herein and in the Certification and Notice Approval Order, the definitions in the Settlement Agreement are incorporated into and shall be applied in interpreting this Order and that in the event of a conflict, this Order shall prevail.
4. **THIS COURT ORDERS** that the defendants shall, within thirty (30) days of this Order, use commercially reasonable efforts to locate the name, email address, and/or physical address (the “Contact Information”) for all Settlement Class Members and provide such Contact Information to the third-party Settlement Administrator appointed by the Court.
 - a. The third-party Settlement Administrator appointed by the Court, as well as Class Counsel if they receive such Contact Information, shall treat all such Contact Information provided under this Order as strictly confidential and shall not disclose it to any third party, except as necessary for the administration of this action, and in accordance with the terms of this order.
 - b. The Contact Information of Settlement Class Members shall be used solely for the purpose of facilitating the implementation of the Settlement Agreement, and shall not be used for any other purpose without the express written consent of the Settlement Class Member or further Order of the Court.

- c. Class Counsel, and the third-party Settlement Administrator appointed by the Court, shall implement reasonable security measures to protect the Contact Information.
 - d. Upon the conclusion of the implementation of the class action, including the resolution of all appeals, Class Counsel, and the third-party Settlement Administrator appointed by the Court, shall destroy any and all copies of the Contact Information in their possession, save for one archival copy, which may be retained for compliance with professional obligations or future Court orders.
 - e. Any Settlement Class Member may request, in writing, that their Contact Information be excluded from future communications regarding the class action, and Class Counsel and the third-party Settlement Administrator shall promptly comply with any such request.
5. **THIS COURT ORDERS AND DECLARES** that without in any way affecting the finality of this Order, this Court reserves exclusive and continuing jurisdiction over this action, the plaintiff, all of the Settlement Class Members and the defendants for the limited purpose of implementing the Settlement Agreement and its administration.
6. **THIS COURT ORDERS, ADJUDGES AND DECLARES** that this Order and the Settlement Agreement are binding upon all Settlement Class Members, including those persons who are minors or under a disability.
7. **THIS COURT ORDERS AND DECLARES** that the requirements of Rules 7.04(1) and 7.08(1) and (2) of the *Rules of Civil Procedure* are dispensed with in respect of this action.

8. **THIS COURT ORDERS** that the legal fees and disbursements of Class Counsel shall be determined by further Order of this Court and shall be paid from, and not in addition to, the Settlement Amount.
9. **THIS COURT FURTHER DECLARES AND ADJUDGES** that the Releasing Parties have hereby released and shall be conclusively deemed to have forever and absolutely released the Released Claims as against the Released Parties as set out in the Settlement Agreement. The persons identified in Schedule “B” hereto have opted-out and excluded themselves from the Class, such that these persons are not bound by this Order and are not entitled to any relief or given any rights under the Settlement Agreement.
10. **THIS COURT ORDERS** that, except as otherwise provided in Schedule “A”, this action shall be dismissed on the Effective Date without costs and with prejudice.
11. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the defendants attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.


The Honourable Justice Glustein

SCHEDULE “A”

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “**Settlement**” or “**Agreement**”) is made by and between Michael Ferracci (the “**Plaintiff**”), on behalf of himself and the putative class (the “**Settlement Class**” as defined below), and Apple Inc., Apple Value Services, LLC and Apple Canada Inc. (collectively “**Apple**” or “**Defendants**”) in *Michael Ferracci v Apple Inc., Apple Value Services LLC, and Apple Canada Inc.*, Court File No. CV-20-00645295-00CP. The Plaintiff and the Defendants are referred to individually as “Party” and collectively as the “Parties”. This Settlement is entered into as of the date of the last signature.

DEFINITIONS

As used herein, the following terms have the meanings set forth below:

- A. “Action” means *Michael Ferracci v Apple Inc., Apple Value Services LLC, and Apple Canada Inc.*, Court File No. CV-20-00645295-00CP.
- B. “Administrative Expenses” means all fees, disbursements, expenses, costs, taxes, and any other amount incurred or payable by the Plaintiff, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement or in relation to the Settlement Amount, including the costs of notices and claims administration, but excluding Class Counsel Fees.
- C. “Apple Counsel” means Apple’s counsel of record in the Action, namely DLA Piper (Canada) LLP.
- D. “Settlement Administrator” means the firm to be proposed by Class Counsel and appointed by the Court to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm.
- E. “Class Counsel” means the Plaintiff’s counsel of record in the Action, namely Sotos LLP.
- F. “Class Counsel Fees” means the fees of Class Counsel approved by the Court, and any applicable taxes or charges thereon, including any amounts payable as a result of this Settlement Agreement.
- G. “Class Notice” means the notice of settlement of the Action and Settlement Approval Hearing substantially in the form of **Schedule A** attached hereto and as approved by the Court, to be disseminated as the only notice to the Settlement Class required in relation to the Notice Approval Motion and Settlement Approval Hearing and in accordance with the Notice Plan.
- H. “Class Notice Date” means the date that the Class Notice is first published and/or disseminated in accordance with the Notice Approval Order.
- I. “Court” means the Ontario Superior Court of Justice, Toronto, where the Action is pending.
- J. “Distribution Protocol” means the plan for distributing the Settlement Amount to Settlement Class Members as approved by the Court.
- K. “Effective Date” means the day when the Final Order has been received from the Court approving this Settlement Agreement.
- L. “Eligible Gift Card” means (i) Apple iTunes and App Store gift cards, and (ii) Apple Music gift cards.
- M. “Execution Date” means the date on which the last of the Parties signs this Settlement Agreement.
- N. “Final Order” means the Settlement Approval Order in respect of which the time to appeal has expired without any appeal being taken, or in respect of which there has been a final disposition of all appeals without any reversal or amendment of the Settlement Approval Order.

- O. "Notice Administrator" means Class Counsel or other person appointed by the Court. The responsibilities of the Notice Administrator are to be set out in the Notice Plan.
- P. "Notice Approval Motion" means the motion to the Court for an order certifying the Action as a class proceeding as against the Defendants solely for settlement purposes, appointing the Settlement Administrator, Notice Administrator, and approving the Class Notice, substantially in the form of **Schedule B** attached hereto, and the Notice Plan.
- Q. "Notice Approval Order" means the Order of the Court approving the Class Notice and the Notice Plan, substantially in the form of **Schedule C** attached hereto.
- R. "Notice Plan" means the reasonable plan for providing class-wide notice in English and French to be agreed to by the Parties, subject to approval of the Court, substantially in the form of **Schedule D** attached hereto.
- S. "Objection" means the written notice that a Settlement Class Member may submit objecting to the Settlement Agreement.
- T. "Objector" means a person or entity who is a Settlement Class Member who submits an Objection.
- U. "Opt-Out Form" means the proposed form to be approved by the Court and to be submitted to the Notice Administrator by Settlement Class Members who request to be excluded from the Settlement Class, substantially in the form attached as **Schedule A**. A Settlement Class Member may only be excluded from the Settlement Class by submitting the Opt-Out Form, subject to any order of the court to the contrary.
- V. "Opt-Out Deadline" means 11:59 pm on the date that is 60 Days after the Class Notice Date.
- W. "Person" includes an individual, corporation, trust, partnership, limited liability company or partnership, joint venture, unincorporated organization and government, or any agency or political subdivision thereof, or other entity.
- X. "Released Claims" means any and all damages, suits, claims, debts, demands, assessments, obligations, liabilities, legal fees, costs, expenses, rights of action and causes of action, of any kind or character whatsoever, whether based on contract (express, implied, or otherwise), statute, or any other theory of recovery, and whether for compensatory or punitive damages, and whether known or unknown, suspected or unsuspected, occurring before the effective date of the settlement arising out of or related to the subject matter of the Action or the facts underlying the Action.
- Y. "Released Parties" means Defendants and Defendants' present and former principals, agents, servants, partners, joint venturers, directors, officers, managers, employees, contractors, predecessors, successors, assigns, administrators, representatives, parents, shareholders, subsidiaries, affiliates, insurers, underwriters, accountants, and lawyers.
- Z. "Releasing Parties" means Plaintiff and all Settlement Class Members, including any and all of their respective principals, agents, servants, partners, joint venturers, employees, contractors, predecessors, assigns, heirs, spouses, beneficiaries, executors, administrators, representatives, insurers, underwriters, accountants, and lawyers, provided that any Settlement Class Member who timely and properly excludes themselves under Section 5 below shall not be included herein.
- AA. "Settlement Agreement" means this agreement, including the Definitions and Recitals contained herein and Schedules attached hereto, all of which are incorporated into the Settlement Agreement.

- BB. "Settlement Amount" means the Defendants' maximum monetary obligation with respect to the Settlement Agreement which is the all-inclusive sum of one million two hundred and fifty thousand Canadian dollars (CAD \$1,250,000.00).
- CC. "Settlement Approval Motion" means a motion brought by the Plaintiff before the Court for the Settlement Approval Order.
- DD. "Settlement Approval Hearing" means the hearing by the Court to determine whether this Settlement Agreement is fair and reasonable in accordance with the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, to approve the Settlement Agreement, and to approve the Class Counsel Fees.
- EE. "Settlement Approval Hearing Date" means the date for the Settlement Approval Hearing that is fixed by the Court in the Notice Approval Order.
- FF. "Settlement Approval Order" means the Order approving the Settlement Agreement, substantially in the form of **Schedule E** attached hereto.
- GG. "Settlement Class" shall mean all persons in Canada who purchased one or more iTunes, App Store or Apple Music gift cards (an "Eligible Gift Card") from January 1, 2016 to the date of the Final Order, provided the redemption code of such Eligible Gift Card to a third party unknown to them who sought the code under false pretenses, and did not receive a full refund or other form of compensation for their complete losses from Apple or any third party. Excluded from the Class are Defendants, their parents, subsidiaries, affiliates, officers, directors, and employees; any entity in which Defendants have a controlling interest; all employees of any law firm involved in prosecuting or defending this litigation, as well as their immediate family members; and all judges assigned to hear any aspect of this litigation, as well as their staff and immediate family members. Also excluded from the Class are Settlement Class Members who timely and validly submit an Opt-Out Form or are otherwise excluded by the Court.
- HH. "Settlement Class Members" means any person who meets the criteria set forth in the definition of "Settlement Class" as defined above.

RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

WHEREAS, on August 7, 2020, the Plaintiff commenced this Action individually and on behalf of a putative nationwide class, asserting claims relating to Apple's purported refusal to refund consumers in connection with "victim-assisted" fraud and statements made in connection with such purported refusal.

WHEREAS, on December 15, 2020, Apple filed a Notice of Intent to Defend the Action.

WHEREAS, on September 30, 2021, the Plaintiff served a Motion to certify the Action as a Class Proceeding pursuant to the *Class Proceedings Act, 1992*, SO 1992, c 6 as amended.

WHEREAS, the Parties have investigated the facts and have analyzed the relevant legal issues regarding the claims and defences asserted in the Action.

WHEREAS, Apple has at all times vigorously denied, and continues to deny, all of the material allegations in the Action and any fault, liability, or wrongdoing of any kind. Apple maintains that it has good and valid defences to the claims asserted therein but has nonetheless opted to enter into this Settlement in light of the expense that would be necessary to defend the Action, the benefits of disposing of protracted and complex litigation, and the desire of Apple to conduct its business unhampered by the distractions of continued litigation.

WHEREAS, the Plaintiff has at all times diligently prosecuted the Action and advanced the litigation towards certification and sought to prove the material facts and establish Apple's liability. The Plaintiff has nonetheless opted to enter into this Settlement in light of the risks inherent in litigation and the benefits to the Class of resolving otherwise protracted and complex litigation.

WHEREAS, the Plaintiff asserts that he is an adequate class representative and seeks to be appointed as the Representative Plaintiff.

WHEREAS, Apple has agreed that, for the purposes of effecting this Settlement Agreement only, it will consent to certification of this Action as a class proceeding with the Plaintiff appointed as the Representative Plaintiff.

WHEREAS, the Plaintiff shall, at his own expense, seek the orders from the Ontario Superior Court of Justice, by filing the Notice Approval Motion and Settlement Approval Motion.

WHEREAS, the Parties desire to settle the Action in its entirety as to the Plaintiff, the Settlement Class, Apple, and the other Released Parties with respect to all claims arising out of the facts underlying this Action. The Parties intend this Agreement to bind Plaintiff (both as the class representative and individually), Apple, Class Counsel, and all Settlement Class Members.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth in this Settlement Agreement and for the good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Action shall be settled and dismissed against the Defendants, with prejudice and without costs, and without any admission of liability whatsoever by the Defendants, subject to the approval of the Court on the following terms and conditions:

1. CONFIDENTIALITY

- 1.1 The Parties, Class Counsel, and Apple Counsel agree that until publication of this Settlement Agreement by submission to the Court, the terms of this Settlement Agreement and all associated documents and communications, including the negotiations leading to the execution of the Settlement Agreement shall not be disclosed by the Parties, Class Counsel, or Apple Counsel other than as necessary to finalize the Settlement. Upon publication of the Settlement Agreement by submission to the Court, the nondisclosure obligations set forth in this paragraph will no longer apply to the as-filed Settlement Agreement or the terms thereof, but such obligations will continue to apply to all other materials and information covered by this paragraph, including but not limited to any negotiations leading to the execution of this Settlement Agreement.
- 1.2 Other than to a court in any case filing or via the forms of notice contemplated herein and/or agreed upon by the Parties, the Parties, Class Counsel, and Apple Counsel agree not to initiate publicity regarding the settlement.

2. CONSIDERATION FOR SETTLEMENT

- 2.1 Settlement Amount. Defendants agree to pay a total of CAD \$1,250,000, by wire transfer, in settlement of the Action, in full resolution of the claims made by the Plaintiff and the Settlement Class in the Action. The Settlement Amount shall be used to distribute the Settlement Amount to the Settlement Class Members, pay the Administrative Expenses, and pay any Class Counsel Fees awarded by the Court. In no event shall the Defendants' total monetary obligation with respect to the Settlement Agreement exceed CAD \$1,250,000. Defendants will make no further payments in connection with the Agreement, and, except as provided in Paragraph 8.5 of this Agreement, no portion of the Settlement Amount will revert to the Defendants.

- 2.2 Payment to Settlement Class Members. The Settlement Amount shall be administered pursuant to this Settlement Agreement and subject to the Court's continuing supervision and control. No monies shall be paid from the Settlement Amount, except in accordance with this Settlement Agreement, or in accordance with orders of the Court obtained after notice to the Parties.
- 2.3 Payment Method. Thirty (30) days after the Opt-Out Deadline, and on the basis the Settlement Agreement has not been terminated pursuant to Section 8, Apple shall pay to the Settlement Administrator the Settlement Amount in trust in full and final satisfaction of all payment obligations under this Settlement Agreement. At least sixty (60) business days prior to any payment becoming due, the Settlement Administrator shall provide to Apple Counsel, in writing, such details and information that Apple may reasonably request to effectuate payment.
- 2.4 Tax Documentation. Prior to payment of the Settlement Amount, Class Counsel shall provide Apple with all tax documentation necessary to effectuate the Settlement, which shall include but is not limited to, completed W8-BEN and W8-BEN-E forms.
- 2.5 The Settlement Amount shall be distributed in accordance with the Distribution Protocol to be drafted by Class Counsel, and to be approved by the Court or as further ordered by the Court. Apple may provide feedback concerning the Distribution Protocol and Class Counsel will meet and confer with Apple Counsel in good faith regarding Apple's feedback. The Distribution Protocol will include reporting obligations to both Parties regarding the number of claims and amounts paid at the end of the claims process.
- 2.6 Upon approval by the Court, the Distribution Protocol will be provided to the Settlement Administrator for use in administering the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol.
- 2.7 Subject to privacy issues being properly addressed, substantially in the manner set out in the Settlement Approval Order, Apple will use commercially reasonable efforts to locate the name, email address, and/or physical address for all Settlement Class Members, and provide such information to the Settlement Administrator. Settlement Administrator shall keep the Settlement Class Members' identities and contact information strictly confidential and shall only use them for purposes of administering this Settlement. In connection with the Settlement Approval Order, the Parties will make best efforts to obtain an order of the Court addressing privacy issues in connection with the foregoing.

3. OBTAINING COURT APPROVAL OF THE AGREEMENT

- 3.1 The Parties shall use their best efforts to effectuate the settlement provided for in this Settlement Agreement and secure the prompt, complete and final dismissal with prejudice of the Action against the Defendants.
- 3.2 Solely for the purposes of implementing this Settlement Agreement and the proceedings contemplated herein, the Parties stipulate and agree that the Plaintiff will seek certification of the Action, which Apple will not oppose, as set forth in the Notice Approval Order, on the terms and conditions of this Settlement Agreement.
- 3.3 The conditional certification of the Action for the purposes of implementing this Settlement Agreement shall not be used or relied on as against any Released Parties for any other purpose or in any other proceedings.

- 3.4 The certification of the Action pursuant to the terms of this Settlement Agreement shall not constitute, or be construed as, an admission by any Released Parties that the Action is appropriate for certification as a class proceeding under any applicable law.
- 3.5 If this Settlement Agreement is terminated pursuant to any provision in Section 8 herein, the Order certifying the Action as a class proceeding will be set aside and declared null and void and of no force and effect, and in accordance with the conditions set out herein.
- 3.6 As soon as practicable after the Execution Date, the Plaintiff, at his own expense, shall bring the Notice Approval Motion. The Notice Approval Motion shall be written in a neutral manner that does not contain inflammatory language about the Parties, the allegations or defenses asserted in the Action, or the Parties' perceived conduct in the Action. Class Counsel, retaining sole authority and discretion over the Notice Approval Motion, shall provide a draft to Apple Counsel no later than 7 days before filing so that Apple may provide feedback concerning the motion. Class Counsel will meet and confer with Apple Counsel in good faith regarding Apple's feedback. Additionally, Apple may file supplemental material in support of the Plaintiff's preliminary approval motion.
- 3.7 If the Notice Approval Order, substantially in the form of **Schedule C**, is issued without material amendment, the Parties will take all necessary steps to fulfil their respective obligations under the Notice Plan as soon practicable thereafter.
- 3.8 After the passing of the Opt-Out Deadline, and at a time mutually agreed by the Parties, the Plaintiff shall, at his own expense, bring the Settlement Approval Motion. Class Counsel, retaining sole authority and discretion over the Notice Approval Motion, shall provide a draft of the motion materials to Apple Counsel at least 10 days before filing such motion with the Court. Apple may provide feedback concerning the motion, and Class Counsel will meet and confer with Apple Counsel in good faith regarding Apple's feedback.
- 3.9 The Plaintiff shall seek to schedule the motions described in Sections 3.6 and 3.8 at a time determined in his discretion subject to the availability of Apple Counsel.
- 3.10 The Plaintiff agrees that, for settlement purposes, the only class that he will seek to have certified is the Settlement Class.
- 3.11 In the event that the Settlement Agreement is not approved, or in the event that its approval is conditioned on any modifications (including modifications to the proposed form and method of notice) that are not acceptable to Apple and/or the Plaintiff, then (a) this Settlement Agreement shall be null and void and of no force and effect and (b) any release shall be of no force or effect. In such event, the Action will revert to the status that existed before the Settlement Agreement's Execution Date, the Parties shall each be returned to their respective procedural postures so that the Parties may take such litigation steps that they otherwise would have been able to take absent the pendency of this Settlement Agreement, and neither the Settlement Agreement nor any facts concerning its negotiation, discussion, terms, or documentation shall be admissible in evidence for any purpose in this Action or in any other litigation.
- 3.12 In the event that the Court does not grant final approval of the Settlement Agreement or the judgment contemplated herein does not become final for any reason, the Settlement Amount (including accrued interest) shall be returned to Apple within 15 days, less any Administrative Expenses already incurred.

4. NOTICE TO SETTLEMENT CLASS

- 4.1 The Parties agree that the costs for the distribution of Class Notice pursuant to the Notice Plan shall be paid out of the Settlement Amount, and that Apple shall not otherwise be liable to pay any other costs in relation thereto.
- 4.2 If this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect, the proposed Settlement Class shall be given notice of such event.

5. OPTING OUT

- 5.1 Any Settlement Class Member who desires to be excluded from the Settlement Class must send an Opt-Out Form by pre-paid mail, courier, or email to the Notice Administrator in accordance with the opt-out procedure set out in the Class Notice before the Opt-Out Deadline.
- 5.2 An election to opt-out must be exercised individually by a Settlement Class Member, not as or on behalf of a group, class, or subclass, and not by any appointees, assignees, claims broker, claims filing services, claims consultants, third party claims, organizations, or any organization or association representing a group of Settlement Class Members or any one of them, with the exception that an election to opt-out may be submitted by a Settlement Class Member's duly authorized representative, including counsel, on an individual basis.
- 5.3 Any Settlement Class Member who does not submit a properly completed Opt-Out Form before the Opt-Out Deadline shall be deemed to be a Settlement Class Member upon the expiry of the Opt-Out Deadline.
- 5.4 An Opt-Out Form submitted electronically will not be effective unless it is received by the Notice Administrator on or before the Opt-Out Deadline. Opt-Out Forms submitted by mail will only be considered effective so long as they are postmarked on or before the Opt-Out Deadline and received at least seven (7) days prior to the Settlement Approval Motion.
- 5.5 Any Settlement Class Member who elects to opt-out of the Settlement Class in accordance with the terms of this Settlement Agreement shall not be a Settlement Class Member and shall not be entitled to relief under this Settlement Agreement.
- 5.6 Any Settlement Class Member who elects to opt-out of the Settlement Class may not also object to the Settlement Agreement. If a Settlement Class Member elects to opt-out of the Settlement Class and objects to the Settlement Agreement, the opt-out election shall supersede and the objection shall be deemed withdrawn.
- 5.7 Any Settlement Class Member who wishes to object to this Settlement Agreement must comply with the rules for Objection set out in the Class Notice attached hereto at **Schedule A** and at Section 6 of this Settlement Agreement.

6. OBJECTIONS TO THE SETTLEMENT AGREEMENT

- 6.1 Settlement Class Members may raise an Objection before the Court at the Settlement Approval Hearing. In this regard, Settlement Class Members who wish to raise an Objection are required to deliver the reasons for their Objection in writing to Class Counsel no later than the Opt-Out Deadline and in accordance with the Objection procedure set out in the Class Notice at **Schedule A**. An Objection will be considered valid only if it complies with the aforementioned delivery deadline and if the written document contains the information set out in the Class Notice.

- 6.2 Within 5 business days after the Opt-Out Deadline, Class Counsel shall provide Apple Counsel with a copy of the Objections.
- 6.3 In advance of the Settlement Approval Hearing, Class Counsel will file with the Court an affidavit compiling all of the objections received on or before the Opt-Out Deadline.
- 6.4 If an Objector makes an Objection through legal counsel, the Objector shall be solely responsible for the Objector's legal fees and costs unless the Court orders otherwise. In no event shall Apple be responsible for more than the Settlement Amount.

7. CLASS COUNSEL FEES AND ADMINISTRATIVE EXPENSES

- 7.1 Class Counsel shall seek the approval of the Court of their Class Counsel Fees. Class Counsel may seek such approval contemporaneously with the Settlement Approval Hearing or at such other time as they shall determine in their sole discretion.
- 7.2 The procedure for, and the allowance or disallowance by the Court of, any request for Class Counsel Fees to be paid out of the Settlement Amount are to be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement.
- 7.3 Class Counsel shall be reimbursed and paid for approved Class Counsel Fees solely out of the Settlement Amount after the Effective Date and in accordance with an Order of the Court, and after all appeal rights have either lapsed or been exhausted.
- 7.4 The Defendants shall not be liable for any Class Counsel Fees, costs of notices, or the Plaintiff's or Settlement Class Members' experts, advisors, agents, or representatives. For greater certainty, other than the payment of the Settlement Amount, the Defendants shall have no further liabilities or debts in respect of this Settlement Agreement or the administration thereof.
- 7.5 Class Counsel or the Settlement Administrator shall pay the notices referred to in Section 4 of this Settlement Agreement out of the Settlement Amount. Any such costs can be paid as they are incurred.

8. TERMINATION OF SETTLEMENT AGREEMENT

- 8.1 Only if one or more of the following events occur, the Plaintiff and Defendants shall each, in their respective sole discretion, have the option to terminate this Settlement Agreement in its entirety:
 - (i) the Court declines to approve this Settlement Agreement or any material part hereof;
 - (ii) the Court declines to sign the Settlement Approval Order;
 - (iii) the Settlement Approval Order is materially modified or set aside on appeal; or
 - (iv) the Court declines to dismiss the Action.
- 8.2 Any order, ruling or determination made by any Court with respect to Class Counsel Fees or the Distribution Protocol shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

- 8.3 If pursuant to Paragraph 8.1 above, the Plaintiff or Defendants wish to terminate the Settlement Agreement, notice of such decision to terminate the Settlement Agreement must be provided in writing to the Plaintiff or Defendants, as applicable, within thirty (30) days of an event under Paragraph 8.1 having occurred.
- 8.4 Except as provided in Paragraph 8.6, if this Settlement Agreement is terminated or otherwise fails to take effect for any reason, it shall have no further force and effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.
- 8.5 If this Settlement Agreement is terminated or otherwise fails to take effect for any reason:
- (i) no Settlement Approval Hearing shall proceed;
 - (ii) the Parties will cooperate in seeking to have any issued Settlement Approval Order set aside and declared null and void and of no force or effect, and without prejudice to any position that any of the Parties may later take on any issue in the Actions or any other litigation. Any Person attempting to rely on such Settlement Approval Order shall be estopped from doing so;
 - (iii) Class Counsel shall forthwith deliver consents in writing authorizing Apple to bring a motion before the Court for an order:
 - A. declaring this Settlement Agreement to be null and void and of no force or effect (except for the provisions set out in Paragraph 8.6);
 - B. setting aside any Settlement Approval Order;
 - C. setting aside any order approving Class Counsel Fees; and
 - D. directing that the balance in the Settlement Amount less any deductions provided for in this Settlement Agreement be paid to Apple, including interest.
 - (iv) Class Counsel or the Settlement Administrator shall thereupon pay to Apple the balance in the Settlement Amount, including interest.
- 8.6 If this Settlement Agreement is terminated or otherwise fails to take effect for any reason the provisions of Sections 3.12, 4, 8.4, 14.1, 14.2, 14.3 and 17 and the Definitions section shall survive the termination and continue in full force and effect.

9. RELEASES AND WARRANTIES

- 9.1 Except as otherwise set forth herein or as to obligations created hereby, as of the Effective Date and in consideration of payment by Apple of the Settlement Amount, and for other valuable consideration set forth in this Settlement Agreement, the Releasing Parties jointly and severally, individually and collectively, release and forever discharge the Released Parties from any and all Released Claims, whether known or unknown, and are fully and forever barred and enjoined from instituting or prosecuting in any court or tribunal, either directly or indirectly, individually, representatively, or collectively, any and all Released Claims against the Released Parties.
- 9.2 The Parties shall use their best efforts to have the terms of the release contemplated herein incorporated into the Settlement Approval Order.

- 9.3 The Plaintiffs and the other Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Settlement Agreement, and that it is their intention to release fully, finally and forever all Released Claims (including, without limitation, anything that might be based on additional or different facts later discovered), and in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.
- 9.4 This Settlement Agreement shall be the exclusive remedy for the Releasing Parties against the Released Parties. Every Released Claim against the Released Parties is and shall be conclusively compromised, settled and released, and this Settlement Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by any Releasing Parties against any Released Parties with respect to any Released Claim.
- 9.5 Class members who have validly and timely opted out by the Opt-Out Deadline have no entitlement to any benefit under the Settlement and do not release any claims under the Settlement.

10. COVENANT NOT TO SUE

- 10.1 Notwithstanding anything else in this Settlement Agreement, including Paragraph 11.1, for any Settlement Class Members in a jurisdiction where the release of one tortfeasor is a release of all other tortfeasors, the Settlement Class Members do not release the Released Parties but instead covenant and undertake not to sue or make any claim in any way or to threaten, commence, participate in, or continue any proceeding in any jurisdiction against any of the Released Parties in respect of or in relation to the Released Claims. The Parties agree that the Final Order entered by the Court shall also enjoin the Settlement Class Members from making or pursuing such Released Claims against the Released Parties, and that the absence of a release in such a jurisdiction does not entitle any Settlement Class Member to any additional payment or other consideration from the Defendants in respect of the Released Claims under any circumstances.
- 10.2 The Plaintiffs and the other Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Settlement Agreement, and that it is their intention to fully, finally and forever covenant and undertake not to sue or make any claims in relation to the Released Claims against the Released Parties as set out in Paragraph 11.1 of this Settlement Agreement, and, in furtherance of such intention, this covenant not to sue shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

11. NO FURTHER CLAIMS

- 11.1 No Settlement Class Members shall now or hereafter threaten, institute, pursue, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, any action, suit, cause of action, claim, proceeding, complaint or demand against or collect or seek to recover from any Released Parties or any other Person who will or could bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity, or other relief against any Released Parties in respect of any Released Claim.
- 11.2 Except as provided in this Settlement Agreement, or otherwise required by law, no Settlement Class Member may directly or indirectly assist with respect to any claim made or action commenced by any Person against the Released Parties, which relates to the

Released Claims, whether brought in Canada or elsewhere, including by providing any direct or indirect assistance to any plaintiff or any plaintiff's counsel.

- 11.3 Class Counsel will not commence or prosecute any lawsuits against the Released Parties related to Released Claims, nor will they disparage the Released Parties.

12. DISMISSAL OF PROCEEDINGS

- 12.1 Upon the Effective Date, the Action shall be dismissed, with prejudice and without costs against the Defendants.

13. NON-DISPARAGEMENT

- 13.1 The Parties agree not to disparage or make any statements, directly or indirectly, whether written or oral, or commit any acts that are critical, derogatory to, or otherwise present in a negative light, any other Party or any of the Released Parties (or their products), including the Released Parties and/or the Released Parties' parents, subsidiaries, affiliates, employees, directors, officers, principals, or owners as it relates to any of the issues raised in this proceeding.

14. APPLE'S DENIAL OF LIABILITY; AGREEMENT AS DEFENCE IN FUTURE PROCEEDINGS

- 14.1 Apple has indicated its intent to vigorously contest each and every claim in the Action and continues to vigorously deny all of the material allegations in the Action. Apple enters into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. Apple nonetheless has concluded that it is in its best interests that the Action be settled on the terms and conditions set forth herein in light of the expense that would be necessary to defend the Action, the benefits of disposing of protracted and complex litigation, and the desire of Apple to conduct its business unhampered by the distractions of continued litigation.
- 14.2 The Parties further agree that, whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action(s) taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by any of the Released Parties, or of the truth of any of the claims or allegations contained in the Action or any other pleading filed by the Plaintiffs or any other Settlement Class Members.
- 14.3 The Parties agree that, whether or not it is approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in the Action, any pending or future civil, criminal or administrative action or proceeding involving any of the Released Parties, except (i) if ordered or directed by the Court, (ii) in a proceeding to approve and/or enforce this Settlement Agreement, (iii) to defend against the assertion of Released Claims, or (iv) as otherwise required by law or as provided in this Settlement Agreement.
- 14.4 To the extent permitted by law, the Settlement Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted for the Released Claims.

15. NEGOTIATED AGREEMENT

- 15.1 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Action as set out herein. The Parties agree that the consideration provided to the Settlement Class Members and the other terms of this Settlement Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

16. NOTICE BETWEEN PARTIES

- 16.1 Any notification, request, instruction, or other document to be given by one Party to the other (other than class-wide notification) shall be in writing (including email) and transmitted to:

If to the Plaintiff:

c/o Sotos LLP
55 University Avenue, Suite 600,
Toronto, ON M5J2H7
Email: dsterns@sotos.ca
Email: mroble@sotos.ca

If to the Defendants:

c/o DLA Piper (Canada) LLP
Bay Adelaide - West Tower
Suite 5100 - 333 Bay Street
Toronto, ON M5H 2R2
Email: rebecca.vonruti@ca.dlapiper.com
Email: stephanie.kolla@ca.dlapiper.com

17. JURISDICTION AND GOVERNING LAW

- 17.1 The Ontario Superior Court of Justice will retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement and all Parties hereto submit to the jurisdiction of the Court for the purposes of implementing and enforcing this Settlement Agreement.
- 17.2 This Settlement Agreement will be construed and enforced in accordance with and governed by the laws of the Province of Ontario.

18. MISCELLANEOUS

- 18.1 The Recitals, Definitions, and all Schedules to this Settlement Agreement, are material and form an integral part of this Settlement Agreement and are fully incorporated by this reference.
- 18.2 The plural of any defined term in this Settlement Agreement includes the singular, and the singular of any defined term in this Settlement Agreement includes the plural, as the case may be.
- 18.3 In the event that any day, date, or deadline set forth in this Settlement Agreement falls on a weekend or holiday, such a day, date, or deadline shall be on the first business day thereafter.

- 18.4 This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties.
- 18.5 This Settlement Agreement and the Schedules attached hereto constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, and exchanges, oral or in writing, between Apple Counsel and Class Counsel.
- 18.6 Each counsel or other Person executing this Settlement Agreement or any of its Schedules on behalf of any Party hereby warrants that such Person has the full authority to do so.
- 18.7 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. For purposes of executing this Settlement Agreement a facsimile or electronic signature shall be deemed an original signature.
- 18.8 This Settlement Agreement shall be binding upon the Parties, and all of their successors and assigns. This Settlement Agreement shall enure to the benefit of the Parties, the Releasing Parties, the Released Parties, and all of their successors and assigns.

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified below with their respective signatures.

Executed in counterparts as of October 21, 2025

MICHAEL FERRACCI, by his counsel

Name of Authorized Signatory:

David Sterns

Signature of Authorized Signatory:



Sotos LLP

APPLE INC.

Name of Authorized Signatory:

Jennifer Brown (Director, Commercial &
Consumer Litigation)

Signature of Authorized Signatory:



Jennifer Brown

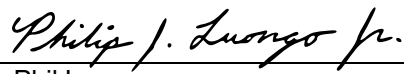
SIGNATURE PAGE FOLLOWS

APPLE VALUE SERVICES, LLC

Name of Authorized Signatory:

CEO PL
Phil Luongo (Director, Apple Value Services)

Signature of Authorized Signatory:



Phil Luongo

APPLE CANADA INC.

Name of Authorized Signatory:

Jennifer Brown (Director, Commercial &
Consumer Litigation)

Signature of Authorized Signatory:



Jennifer Brown

Schedule A

APP STORE & iTUNES GIFT CARDS CLASS ACTION

Notice of Certification and Settlement Approval Hearing

THIS CLASS ACTION WAS CERTIFIED FOR SETTLEMENT PURPOSES. A SETTLEMENT HAS BEEN REACHED, SUBJECT TO COURT APPROVAL.

Michael Ferracci v Apple Inc., Apple Value Services, LLC and Apple Canada Inc.
(Court File No. CV-20-645295-00CP)

Please read this notice carefully, as it may affect your legal rights.

If you are a person in Canada who (a) purchased one or more iTunes, App Store or Apple Music gift cards (an “Eligible Gift Card”) from January 1, 2016 to the date of the Final Order, (b) provided the redemption code of such Eligible Gift Card to a third party unknown to you, who sought the code under false pretenses, and (c) you did not receive a full refund or other form of compensation for your complete losses from Apple or any third party, you could be affected by this class action lawsuit.

This notice concerns the class action lawsuit commenced in Ontario against Apple Inc., Apple Value Services LLC, and Apple Canada Inc. on behalf of Canadians who did not receive full refunds or compensation in connection with a certain type of gift card scam conducted by third-party fraudsters. (the “Action”). Apple, which was not the party that perpetrated the scams, denies that it had any responsibility to provide such refunds and denies all allegations of wrongdoing, and none of the claims were proven in Court.

This notice is to advise class members that:

- A Settlement has been reached with Apple Inc., Apple Value Services LLC, and Apple Canada Inc. (“Apple” or the “Defendants”);
- The class action has been certified for settlement purposes;
- The settlement, if approved, will provide benefits to the class as detailed below. In return, it will settle all claims relating in any way to or arising out of the class action against the Defendants, including claims that class members did not receive a full refund or other form of compensation for their complete losses from Apple or any third party;
- A court hearing will be held during which the plaintiff will seek the court’s approval of the settlement, distribution of funds, and class counsel’s fees. Further information about the settlement approval hearing will be provided in due course;
- The approval of this settlement is contingent on a judge of the Ontario Superior Court of Justice approving the settlement;
- The class action settlement approval hearing is scheduled for XXX xx, 2025;

- The plaintiff's allegations have not been proven in Court. The Defendants deny the allegations made by the plaintiff, and the Defendants intend to vigorously defend the claims if the settlement is not approved.

YOUR OPTIONS	
Do Nothing	<p>If you want to be a member of this class action, <u>you do not need to do anything.</u></p> <p>Class members who do not oppose the proposed settlement need not attend the settlement approval hearing or take any other action at this time.</p>
Comments or Objections	<p>If you want to be a member of this class action, but you wish to oppose, support, or express opinions on the proposed settlement, <u>you must send your written submissions</u> to class counsel (by mail or email) at the address listed below.</p> <p>Class counsel will forward submissions to the Court. All filed written submissions will be considered by the Court.</p> <p>If you do not file a written submission by [DATE] you may not be entitled to speak at the settlement approval hearing. If you want to attend this hearing, please contact class counsel for additional details. For further instructions, see the section below, titled: "What if I want to comment on the settlement?"</p>
Exclude Yourself (Opt-out)	<p>If you do not want to be a member of the class action, you can exclude yourself from the class action (opt-out) by no later than 11:59pm on <u>XXX xx 2025, which is 60 days from the date of this Class Notice.</u> If you opt out, you will not be entitled to participate in the class action or the Settlement.</p> <p>If you want to opt out, please send a signed Opt-Out Form by email (preferred), pre-paid mail, or courier to the Notice Administrator before the Opt-Out Date. The form is available as Schedule "A" attached to this notice or at the following link: [LINK]</p>

1. Why was this notice issued?

The Court has approved this notice to be issued to advise class members that the class action was certified for settlement purposes and a settlement was reached with the Defendants. If approved, the settlement will resolve the litigation in its entirety.

This notice explains the class action, the settlement, and your options in respect of settlement.

2. What is a class action?

In a class action, one or more people called “representative plaintiffs” sue on behalf of people who have similar claims. All of these people with similar claims are called the “class” or “class members”. The Court adjudicates the issues for all class members, except those who removed themselves from the class.

Class members are automatically included in a class action once certified unless they choose to exclude themselves (or “opt-out”). In this class action, class members include people who reside anywhere in Canada.

3. Who is affected by the class action?

The Court has certified the following class for settlement purposes, which means this is the group of people covered by the class action and proposed settlement:

All Persons in Canada, other than Excluded Persons, who purchased one or more iTunes, App Store or Apple Music gift cards (an “Eligible Gift Card”), between January 1, 2016 and the date of the Final Order, where they provided the redemption code of such Eligible Gift Card to a third party unknown to them who sought the code under false pretenses, and did not receive a full refund or other form of compensation for their complete losses from Apple or any third party.

“Excluded Persons” means all Defendants, their parents, subsidiaries, affiliates, officers, directors, and employees, any entity in which Defendants have a controlling interest, all employees of any law firm involved in prosecuting or defending this litigation, as well as their immediate family members, and all judges assigned to hear any aspect of this litigation, as well as their staff and immediate family members. Also excluded from the Class are settlement class members who timely and validly submit an Opt- Out Form or are otherwise excluded by the Court.

4. What are these proceedings about?

This class action is brought by a purchaser of Eligible Gift Cards, on behalf of himself and other purchasers, who lost the stored value of the cards in ubiquitous gift card scams conducted by third-party fraudsters. The Plaintiff made certain allegations as against Apple in relation to these gift card scams as perpetuated by third party fraudsters.

Eligible Gift Cards are made available by the defendants to be used exclusively as currency on their platforms. It is alleged that Eligible Gift Cards are a popular currency for fraudsters. It is

also alleged that Apple had control and could have held and reversed transfers to fraudsters, and flagged suspicious transactions.

Apple, which is not the party that perpetrated the gift card scams, maintains that it did nothing wrong and asserts numerous defences to the claims in this case. The proposed Settlement to resolve these proceedings is not an admission of guilt or any wrongdoing of any kind by Apple, and it is not an admission by Apple of the truth of any of the allegations made in these proceedings.

5. Who are the parties in the class action?

The plaintiff who brought the action on behalf of the class is Michael Ferracci. The defendants are Apple Inc., Apple Value Services LLC, and Apple Canada Inc.

The notice relates to a settlement reached with the above referenced defendants.

6. What is the status of the litigation?

The Court certified the action as a class action for settlement purposes, only. The Court has not decided in favour of the Class or Defendants.

A settlement agreement will be presented to the Court for approval. If approved, the settlement will resolve the litigation in its entirety.

7. What if I don't want to be in the class action?

Class members have the right to opt-out of, that is, exclude themselves, from the class action:

- Class members who opt-out will not be able to receive any of the settlement benefits or otherwise participate in the class action lawsuits.
- If you do not opt-out, you will be bound by and eligible to participate in this settlement (if approved) and you will not be able to start or continue your own case against any of the Defendants regarding the claims at issue in this case.
- **This means that if you have already started your own lawsuit against any of the Defendants, you will be bound by the settlement agreement (and your individual lawsuit will be dismissed), unless you opt-out.**

If you want to opt-out, your opt-out form must be received by the Notice Administrator by 11:59 pm on XXXX xx, 2025, being 60 Days after the Class Notice Date . For complete instructions on how to opt-out, please view the Opt-Out Form attached to this notice as Schedule "A", which can also be found at [LINK]. You may also contact class counsel at classactions@sotos.ca or 1-888-977-9806 for any questions relating to opting out of the class action.

If you opt-out of the class action:

- You will not be eligible to participate in the class action, and
- You will not have any rights to receive any benefits in connection with the settlement of this class action, but

- You will not be bound by any further orders or judgments in this case, and you will retain your right to be able to pursue your own case against the Defendants, or any of them, at your own expense, with respect to the claims alleged in these proceedings.

If the settlement is approved, you will not have another opportunity to opt-out in the future without the Court's permission.

If the settlement agreement is not approved or if it otherwise fails to take effect, a case management conference will be held to seek the Court's directions with respect to next steps, including the form and content of an additional notice to class members and to any person who opted out.

8. What settlement has been reached in this class action?

The parties have agreed to settle the class action as against the Defendants. The settlement does not constitute a concession or admission of liability, wrongdoing, fault, or omission by the Defendants, and the settlement has been made on the basis that none of the allegations have been proven.

The settlement agreement provides a global settlement amount of CAD\$1,250,000.

This amount is inclusive of legal fees (which are to be approved by the court), as well as the costs of administration.

If approved, the settlement funds will be provided to eligible class members under a set of rules called a "Distribution Protocol," which will be provided to the class in due course following Court approval.

9. What will happen if the settlement is rejected by the Court?

The Court will decide whether to approve or reject the settlement. It does not have the authority to unilaterally change the material terms of the settlement.

If the Court does not approve the settlement, the action will go back to contested litigation.

10. What if I want to comment on the settlement?

Class members are entitled, but not obligated, to express their opinion about the settlement and whether it should be approved. If you wish to make a submission to the Court supporting or objecting to the proposed settlement, you must send the submissions in writing (by mail or email) to Sotos LLP, at the address below, and ensure they are received no later than [DATE]. Class counsel will provide all submissions to the Court and the Defendants in advance of the hearing.

The written submissions should include:

- a) Your name, address and telephone number;
 - b) A brief statement of the reasons that you support or oppose the proposed settlement;
- and,

- c) Whether you plan to attend at the settlement approval hearing and wish to speak in court.

11. When and where will the hearing be held?

The hearing has been scheduled in the Superior Court of Justice in Toronto for XXX xx 2025 at xx am/pm. The hearing may be conducted either in person, by zoom, or in a hybrid format. If the hearing does not go ahead on this date, class counsel will provide a further notice. More details of the hearing will be provided when available.

At the hearing, the Court will be asked to (1) approve the Settlement Agreement; and (2) approve class counsel's legal fees.

12. How can I make a claim under the settlement?

If the settlement agreement is approved, class members will be provided with a further notice of the schedule for filing a claims form.

The dates for filing claims will be published as soon as possible after the Court approves the settlement agreement and the Distribution Protocol. Updates and information about how to make a claim will be posted as soon as they are available at this website address:

<https://www.sotosclassactions.com/cases/apple-itunes-gift-cards/>

Class counsel have arranged for a simple process for class members to provide updated contact information including a current email address. An email address allows for faster electronic communication throughout the process.

For class members **who have not done so already**, please fill out the form and register for updates at <https://www.sotosclassactions.com/cases/apple-itunes-gift-cards/> where you will find further information as it becomes available.

13. Who are the lawyers working on these class actions?

Sotos LLP is class counsel and represents class members in this class action and can be reached about these class actions at:

Telephone (toll free): 1-888-977-9806

Email: classactions@sotos.ca

Mail: 55 University Ave., Suite 600, Toronto, ON M5J 2H7,
Attention: Karen Whibley

14. How are class counsel paid?

Class members will not have to pay class counsel out of pocket for the work that they have done since this class action began.

The representative plaintiff entered into a contingency fee agreement with class counsel providing that class counsel are to be paid only in the event of a successful settlement or trial judgment.

As provided for in that contingency fee agreement, class counsel will be asking that the Court approve their legal fees of 20% of the amounts received in the settlement, plus disbursements and applicable taxes.

Approval of the settlement agreement will not depend on court approval of legal fees.

Any approved legal fees and disbursements will be paid out of the settlement.

15. Where can I ask more questions?

For more information about this class action and the settlement, please visit the following website <https://www.sotosclassactions.com/cases/apple-itunes-gift-cards/> . You can also receive updates by filling out the form on the website. If you have further questions, please contact class counsel as set out above.

16. Interpretation

This notice contains a summary of some of the terms of the settlement agreement. If there is a conflict between the provisions of this notice and the settlement agreement, the terms of the settlement agreement shall prevail.

**PLEASE DO NOT CALL THE DEFENDANTS OR
THE COURT ABOUT THESE CLASS ACTIONS.**

**ALL QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL
OR THE COURT-APPOINTED ADMINISTRATOR.**

THIS NOTICE WAS APPROVED BY THE COURT

Schedule “A”

APP STORE & iTUNES GIFT CARDS CLASS ACTION

OPT-OUT FORM

TO: Notice Administrator

Address

Email:

SOTOS LLP

55 University Ave, Suite 600

Toronto, ON M5J 2H7

Attention: Sotos Class Actions

Facsimile: (416) 977-0717

Email: classactions@sotos.ca

I wish to exclude myself from the APP STORE & iTUNES Gift Card class action lawsuit.

I do not want to participate in the class action styled as *Michael Ferracci v Apple Inc., Apple Value Services, LLC and Apple Canada Inc.* (Court File No. CV-20-645295-00CP).

I understand that by submitting this form, I will not be eligible for any payment awarded or paid in the class action. I understand that completing and submitting this form, will exclude me from the class action and that I will receive no benefits from the settlement.

I understand that if I want an opportunity to be compensated, I will have to make a separate individual claim, and if I decide to pursue my own claim and engage a lawyer, I must do so at my own expense, subject to applicable limitations periods.

Reason for opting out (optional):

Signature: _____

First and Last Name (please print)

Address:

Postal code:

Telephone:

Note: To opt-out, this form must be completed in full and received by mail or email at the above address on or before XXX xx 2025.

Schedule B

Court File No. CV-20-645295-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

(Court Seal)

MICHAEL FERRACCI

Plaintiff

and

**APPLE INC., APPLE VALUE SERVICES, LLC
and APPLE CANADA INC.**

Defendants

Proceeding under the *Class Proceedings Act*, 1992

NOTICE OF MOTION
(Consent Certification and Notice Approval)

The plaintiff will make a motion to the Court in writing on a date to be determined by the Court, at 330 University Ave., Toronto, Ontario, at 10:00 AM or as soon thereafter as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard in writing because it is on consent.

THE MOTION IS FOR

- (a) An order certifying the action as a class proceeding under the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as amended (the “*CPA*”) as against the defendants for settlement purposes only;
- (b) An order defining the “Settlement Class” and “Settlement Class Members” as follows, with all defined terms having the same meanings as those in the Settlement Agreement dated [DATE]:

All Persons in Canada, other than Excluded Persons, who purchased one or more iTunes, App Store and Apple Music gift cards (an “Eligible Gift Card”), between January 1, 2016 and the date of the Final Order, where they provided the redemption code of such Eligible Gift Card to a third party unknown to them who sought the code under false pretenses, and did not receive a full refund or other form of compensation for their complete losses from Apple or any third party.

Where:

“Excluded Persons” means all Defendants, their parents, subsidiaries, affiliates, officers, directors, and employees, any entity in which Defendants have a controlling interest, all employees of any law firm involved in prosecuting or defending this litigation, as well as their immediate family members, and all judges assigned to hear any aspect of this litigation, as well as their staff and immediate family members. Also excluded from the Class are settlement class members who timely and validly submit an Opt-Out Form or are otherwise excluded by the Court.

- (c) An order appointing Michael Ferracci as the representative plaintiff for the Settlement Class;
- (d) An order stating that, for settlement purposes only, the following issues are common to the Settlement Class:

- (i) Did the Defendants, or any of them, breach their duties under the *Consumer Protection Act*, 2002, SO 2002, c 30, Sched A, ss. 14-15, or equivalent consumer protection legislation in another province, and the *Competition Act*, RSC 1985, c C-34, s 52(1)?
- (ii) Did the Defendants, or any of them, owe a duty of care to the Class Members and, if so, did the Defendants, or any of them, breach that duty?
- (iii) Did the Defendants, or any of them, breach any contract with the Class Members?
- (iv) Were the Defendants, or any of them, unjustly enriched?
- (e) An order that notice of certification be given to the Settlement Class pursuant to the notice plan approved by order of this Court;
- (f) An order, on consent in the form attached here as Schedule “A”, specifying:
 - (i) a Settlement Class Member may opt-out as set out in Section 5 of the Settlement Agreement dated as of July X, 2025 (the “**Settlement Agreement**”); and
 - (ii) prior to the hearing of the plaintiffs’ settlement approval motion, the plaintiff shall report to the Court the names of the individuals who have opted out of this class proceeding;
- (g) An order approving the Class Notice (Notice of Certification and Settlement Approval Hearing) substantially in the form attached hereto as Schedule “B”;

- (h) An order approving the notice plan for the distribution of all notice to the Settlement Class substantially in the form attached hereto as Schedule “C”;
- (i) An order that notices be disseminated in accordance with the Notice Plan;
- (j) An order granting the plaintiff leave to readjust the notice plan from time to time in non-material ways without further order of the Court, provided that Apple is given prior notice of the readjustment of the Notice Plan and Apple does not object to the readjustment of the Notice Plan, acting reasonably. In the event Apple objects to the readjustment of the Notice Plan, the plaintiff shall obtain a further Order of this Court to readjust the Notice Plan; and
- (k) Such further and other relief as counsel may request and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. The Court should certify this action as a class proceeding because the parties consent to the certification for settlement purposes only. The s. 5(1) criteria of the *CPA* are met as follows:
 - (a) the pleadings disclose a number of rights of action against the defendants;
 - (b) there is an identifiable class that will be represented by the proposed representative plaintiff;
 - (c) the Class is objectively defined, membership being rationally bound by those individuals who have purchased one or more Eligible Gift Card(s), between January

1, 2016 and the date of the Final Order, where they provided the redemption code of such Eligible Gift Cards to a third party unknown to them who sought the code under false pretenses, and did not receive a full refund or other form of compensation for their complete losses from Apple or any third party;

- (d) the claims made in this action raise common questions of law and fact and arise out of the same series of events;
- (e) a class proceeding is the preferable procedure for resolving the common issue, and would constitute the fairest, most efficient, and manageable means of adjudicating the common issue;
- (f) a class proceeding would be superior to all reasonably available means of determining the entitlement of the Class Members to relief or addressing the impugned conduct of the defendants; and,
- (g) the questions of fact or law common to the Class Members predominate over any questions affecting only individual class members;

2. The proposed representative plaintiff:

- (a) will fairly and adequately represent the interests of the Class;
- (b) has a Litigation Plan and Notice Plan which sets out a workable method for the advancement of the proceeding on behalf of the Class against the defendants, including notifying Class Members; and

- (c) does not have an interest in conflict, on the common issue, with the interests of other Class Members;
3. The plaintiff, Michael Ferracci, commenced this proposed class action on August 7, 2020;
 4. The plaintiff's certification record was delivered on September 30, 2021;
 5. In or around October 2023, the plaintiff learned that the parallel class proceeding developing in the United States District Court for the Northern District of California bearing the court file number 5:30-cv-04812-EJD (the "**US Action**"), which was advanced on a similar case theory, reached settlement after a partially successful motion to dismiss and significant discovery efforts spanning multiple years;
 6. The details of the settlement in the US Action became public in or around May 2024 following which parties engaged in extensive settlement discussions and negotiations with a focus on the Canadian action and having regard to the differences in jurisdictions;
 7. The parties entered into a formal Settlement Agreement on October 21, 2025 (the "**Settlement Agreement**"), both individually and on behalf of the class that the plaintiff represents, which is subject to the approval of this Court;
 8. The plaintiff and the defendants have agreed on the proposed notice plan and the form and content of the notices, including the length of the opt-out period;
 9. Through the proposed notice plan, Class Members will be advised of, among others, the certification of the class action, the basic terms of the Settlement Agreement, and their rights to opt out of the class action or participate in the settlement approval hearing;

10. Class counsel are ready, willing and able to administer the notice plan pending the appointment of an administrator;
11. The notice plan provides a modern, efficient, proportionate, effective, and dynamic approach to delivering notice to the class;
12. The *Class Proceedings Act, 1992*, S.O. 1992, c. 6, ss. 12, 17-21; and,
13. Such further and other grounds as counsel may advise and this court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- (a) The Affidavit of Adil Abdulla, to be sworn; and
- (b) Such further and other evidence as counsel may advise and this Honourable Court may permit.

[DATE]

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Lawyers for the Defendants

Michael Ferracci
Plaintiff

-and-

Apple Inc., Apple Value Services, LLC and Apple Canada Inc.
Defendants

Court File No. CV-20-645295-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

Proceeding under the *Class Proceedings Act, 1992*

NOTICE OF MOTION
(Certification and Notice Approval)

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Lawyers for the Plaintiff

Schedule C

Court File No.: CV-20-645295-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) THE _____ DAY OF
)
JUSTICE _____) _____, 2025

B E T W E E N:

MICHAEL FERRACCI

Plaintiff

and

**APPLE INC., APPLE VALUE SERVICES, LLC
and APPLE CANADA INC.**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER
**(Order for Certification and Approval of Notice Plan and
Notice of Certification and Settlement Approval Hearing)**

THIS MOTION made by the plaintiff for an order certifying this action as a class proceeding for settlement purposes and an Order approving a notice plan and the short-form and long-form notices of certification and settlement approval hearing was heard this ♦ day of ♦, 2025 at the courthouse, 330 University Avenue, 8th floor, Toronto, ON.

ON READING the materials filed, including the Settlement Agreement dated October 21, 2025 (the “**Settlement Agreement**”);

AND ON BEING ADVISED that all parties consent to this Order;

1. **THIS COURT ORDERS** that, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that this action is certified as a class proceeding as against the defendants for settlement purposes only and on behalf of the following class:

All Persons in Canada, other than Excluded Persons, who purchased one or more iTunes, App Store and Apple Music gift cards (an “Eligible Gift Card”), between January 1, 2016 and the date of the Final Order, where they provided the redemption code of such Eligible Gift Cards to a third party unknown to them who sought the code under false pretenses, and did not receive a full refund or other form of compensation for their complete losses from Apple or any third party.

Where:

“Excluded Persons” means all Defendants, their parents, subsidiaries, affiliates, officers, directors, and employees, any entity in which Defendants have a controlling interest, all employees of any law firm involved in prosecuting or defending this litigation, as well as their immediate family members, and all judges assigned to hear any aspect of this litigation, as well as their staff and immediate family members. Also excluded from the Class are settlement class members who timely and validly submit an Opt-Out Form or are otherwise excluded by the Court.

4. **THIS COURT ORDERS** that Michael Ferracci is appointed as the representative plaintiff of the Settlement Class.
5. **THIS COURT ORDERS** that Sotos LLP is appointed as class counsel in this action.

6. **THIS COURT ORDERS** that the following issues are common to the Settlement Class:
- i. Did the Defendants, or any of them, breach their duties under the *Consumer Protection Act, 2002*, SO 2002, c 30, Sched A, ss. 14-15, or equivalent consumer protection legislation in another province, and the *Competition Act*, RSC 1985, c C-34, s 52(1)?
 - ii. Did the Defendants, or any of them, owe a duty of care to the Class Members and, if so, did the Defendants, or any of them, breach that duty?
 - iii. Did the Defendants, or any of them, breach any contract with the Class Members?
 - iv. Were the Defendants, or any of them, unjustly enriched?
7. **THIS COURT ORDERS** that the notice of certification and settlement approval hearing (the “**Class Notice**”) is hereby approved and shall be issued substantially in the form attached hereto as Schedules “**A**”.
8. **THIS COURT ORDERS** that the notice plan for the distribution of all notices in this class action is hereby approved in the form attached hereto as Schedule “**B**” (“**Notice Plan**”) and that all notices shall be distributed substantially in accordance with the Notice Plan.
9. **THIS COURT ORDERS** that the plaintiff is granted leave to readjust the Notice Plan in non-material ways from time to time as needed or desirable to improve outreach, as provided in the Notice Plan, without further Order of this Court, provided that Apple is given prior notice of the readjustment of the Notice Plan and Apple does not object to the readjustment of the Notice Plan, acting reasonably. In the event Apple objects to the

readjustment of the Notice Plan, the plaintiff shall obtain a further Order of this Court to readjust the Notice Plan.

10. **THIS COURT ORDERS** that if the Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason, this Order, including certification for settlement purposes, shall be set aside and declared null and void and of no force or effect without the need for any further Order of this Court.
11. **THIS COURT ORDERS** that putative Class Members can opt out of the class proceeding by complying with the Opt-Out Procedure prescribed in clause 5 of the Settlement Agreement and described in the Class Notice.
12. **THIS COURT ORDERS** that the Opt-Out Form is approved in substantially the form attached as Schedule “A” to the Class Notice.
13. **THIS COURT ORDERS** that no Class Member shall be permitted to opt out of this class proceeding after the Opt-Out Deadline, being 11:59 pm on the date that is 60 Days after the Class Notice Date.
14. **THIS COURT ORDERS** that any putative member of the Settlement Class who validly opts out of the class proceeding shall not be able to participate in the class proceeding or to share in the distribution of any funds or benefits received as a result of a settlement, and no further right to opt out will be provided.
15. **THIS COURT ORDERS** that prior to the hearing of the plaintiff’s settlement approval motion, the plaintiff shall serve and file a list containing the names of each person who has validly opted out of this class proceeding.

16. **THIS COURT ORDERS** that any Settlement Class Member who has not validly opted-out of the action will be bound by the Settlement Agreement as approved by the Court and may not opt out of the action in the future, without leave of the Court. **THIS COURT ORDERS** that the costs of issuing notices in this class proceeding shall be deducted from the Settlement Amount.
17. **THIS COURT ORDERS** that the plaintiff shall have the short-form notice of certification and settlement approval hearing translated into French, and, subject to the defendants' confirmation, acting reasonably, of the accuracy of the translation, the translated short-form notice shall be deemed to be approved by the Court without any further step needing to be taken, and that the delivery of the short-form notice shall be sufficient for the purposes of notice to the class of certification, opt-out, and settlement approval hearing.
18. **THIS COURT ORDERS** that there shall be no costs of this motion.
19. **THIS COURT ORDERS** that, except as otherwise provided in Schedule "A", this action shall be dismissed on the Effective Date without costs and with prejudice.

The Honourable Justice Glustein

Schedule “A”

Schedule “B”

Michael Ferracci
Plaintiff

-and-

Apple Inc., Apple Value Services, LLC and Apple Canada Inc.
Defendants

Court File No. CV-20-645295-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(Certification and Notice Approval)

SOTOS LLP
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Lawyers for the Plaintiff

Schedule D

Court File No. CV-20-645295-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

(Court Seal)

MICHAEL FERRACCI

Plaintiff

and

**APPLE INC., APPLE VALUE SERVICES, LLC
and APPLE CANADA INC.**

Defendants

Proceeding under the *Class Proceedings Act*, 1992

NOTICE PLAN

I. BACKGROUND

1. This is a plan for delivery of notice in this class action pursuant to the *Class Proceedings Act*, 1992, S.O. 1992, c. 6 (particularly, sections 17-21, and 27.1(12)).

A. Parties

2. The parties to this matter are as follows:

- a. The plaintiff is Michael Ferracci;
- b. The settling defendants are Apple Inc., Apple Value Services, LLC and Apple Canada Inc. (“**Apple**” or “**Settling Defendants**”).

B. History of the Litigation

3. Michael Ferracci commenced an action against Apple on August 7, 2020, on behalf of Canadians who did not receive full refunds or compensation in connection with a certain type of gift card scam conducted by third-party fraudsters (the “**Action**”). The claim was commenced against the defendants for alleged breaches of consumer protection legislation, contract, the *Competition Act*, and duties of care and good faith.

4. The action herein has not been certified as a class action.

5. Apple, which was not the party(ies) that perpetrated the scams, denies that it had any responsibility to provide such refunds and denies all allegations of wrongdoing. . None of the claims were proven in Court.

6. The parties entered into a formal Settlement Agreement on October 21, 2025.

C. The Class

7. The class action and the Settlement Agreement¹ include all persons in Canada, other than Excluded Persons, who purchased one or more Eligible Gift Cards, meaning iTunes, App Store or Apple Music gift cards, between January 1, 2016 and the date of the Final Order, where they provided the redemption code of such Eligible Gift Card to a third party unknown to them who sought the code under false pretenses, and did not receive a full refund or other form of compensation for their complete losses from Apple or any third party.

8. “Excluded Persons” means all Defendants, their parents, subsidiaries, affiliates, officers, directors, and employees, any entity in which Defendants have a controlling interest, all employees of any law firm involved in prosecuting or defending this litigation, as well as their immediate

¹ Capitalized terms in this Notice Plan have the same meaning as in the Settlement Agreement dated October 21, 2025.

family members, and all judges assigned to hear any aspect of this litigation, as well as their staff and immediate family members. Also excluded from the Class are settlement class members who timely and validly submit an Opt-Out Form or are otherwise excluded by the Court.

D. Factors Affecting Notice Dissemination

9. This plan is designed to notify the class members of matters that affect their rights (e.g., certification and the settlement approval) and to provide them with the opportunity to see, read, or hear the notice of certification and settlement approval hearing, understand their rights, and respond if they choose to. This plan also sets out the manner in which class members will be notified if the settlement is approved and implemented.

10. The majority of affected individuals are expected to communicate in English, but due to the national nature of the class, French translations will be made available and both class counsel and the administrator will be equipped to assist in French.

II. DELIVERY OF NOTICE

11. The distribution of notice is expected to start promptly upon approval by the Court of this notice plan and the initial notice of certification and settlement approval hearing.

12. This notice plan has four pillars. Notice shall be distributed in the following manner:

I. Direct Notice to Class Members Registered for Updates with Class Counsel or

as Identified by Apple: The notice of certification and settlement approval hearing, if approved by the Court, will be directly emailed to class members who have registered for updates on Class Counsel's website or where Apple has been able to locate and provide a list of class members' contact information to Class Counsel. Any other class members contacting Class Counsel or the Notice Administrator will

be encouraged to register for updates and will be directed to the notice of certification and settlement approval hearing and any other relevant Court-approved notices at the time of contact.

II. Publication on Class Counsel and Administrator's Website:

Court-approved notice will be published on Class Counsel's website and on any website developed and operated by any Court-appointed administrator for this case.

III. Social Media Advertising:

Digital advertisements linking to the online notice will be published using Google Display Network, Facebook, and Instagram. The banner will link to the online publication notice on Class Counsel's website or the Court-administrator's website for this case. This digital advertising will be geared toward the specific circumstances of the class to increase the likelihood of notice coming to the class members' attention. This shall be done through available means on each platform such as the use of relevant keywords and search words. In the course of the implementation of the settlement (if the settlement is approved by the Court), the social media advertising may be readjusted from time to time to be responsive to feedback from online advertising and to improve the outreach. As such, this Notice Plan contemplates a flexible and dynamic approach.

IV. Display on a News Outlet with National Reach (Digital):

The digital banner advertisement linking to the online notice will be published online on the website of one appropriate newspaper or news outlet of national reach on advice from the administrator.

13. The plaintiff seeks leave of the Court to adjust this notice plan in non-material ways to improve notice delivery in the course of implementation without further Order of the Court, provided that Apple is given prior notice of the readjustment of the Notice Plan and Apple does not object to the readjustment of the Notice Plan, acting reasonably. In the event Apple objects to the readjustment of the Notice Plan, the plaintiff shall obtain a further Order of this Court to readjust the Notice Plan.

[DATE]

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Lawyers for the Defendants

Schedule E

Court File No.: CV-20-645295-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) THE _____ DAY OF
)
JUSTICE _____) _____, 2025

B E T W E E N:

MICHAEL FERRACCI

Plaintiff

and

**APPLE INC., APPLE VALUE SERVICES, LLC
and APPLE CANADA INC.**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(Settlement Approval)**

THIS MOTION made by the plaintiff, Michael Ferracci, for an Order approving the settlement agreement entered into with Apple Inc., Apple Value Services, LLC and Apple Canada Inc., was heard this day.

ON READING the materials filed, including the notice of motion and the evidence filed by the parties, including the Settlement Agreement dated as of October 21, 2025 (the “**Settlement Agreement**”), attached to this order as Schedule “A”, and on hearing the submissions of counsel for the plaintiff and the class, and counsel for the defendants;

ON READING the affidavit evidence filed in support of this motion, including the evidence on the notice given to the class pursuant to the Notice Plan approved by this Court on _____, 2025;

AND ON READING the certification and Notice Approval Order in this action dated _____, 2025, which sets out the class definition, the common issue, and the nature of the claims asserted on behalf of the class;

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed and there have been _____ written objections and _____ written comments in respect of the Settlement Agreement;

AND HAVING CONSIDERED any and all such comments or objections;

AND ON BEING ADVISED that the deadline for opting out of the action has passed, and xxx individuals validly exercised their right to opt out;

AND ON BEING ADVISED that the plaintiff and the defendants consent to this Order;

1. **THIS COURT DECLARES** that the notice of certification, the means of opting out of the class, and the hearing of the plaintiff's motion for approval of the Settlement Agreement meet the requirements of sections 17 and 19 of the *Class Proceedings Act, 1992*, being the best notice that is practicable in the circumstances.
2. **THIS COURT ORDERS** that the settlement of this class proceeding on the terms set forth in the Settlement Agreement is fair and reasonable and in the best interests of the class and is hereby approved pursuant to section 27.1 of the *Class Proceedings Act, 1992*, is valid

and binding on the parties and on all Settlement Class Members and shall be implemented and enforced in accordance with its terms.

3. **THIS COURT ORDERS** that the Settlement Agreement is expressly incorporated by reference into this Order, and in addition to the terms defined herein and in the Certification and Notice Approval Order, the definitions in the Settlement Agreement are incorporated into and shall be applied in interpreting this Order and that in the event of a conflict, this Order shall prevail.
4. **THIS COURT ORDERS** that the defendants shall, within thirty (30) days of this Order, use commercially reasonable efforts to locate the name, email address, and/or physical address (the “Contact Information”) for all Settlement Class Members and provide such Contact Information to the third-party Settlement Administrator appointed by the Court.
 - a. The third-party Settlement Administrator appointed by the Court, as well as Class Counsel if they receive such Contact Information, shall treat all such Contact Information provided under this Order as strictly confidential and shall not disclose it to any third party, except as necessary for the administration of this action, and in accordance with the terms of this order.
 - b. The Contact Information of Settlement Class Members shall be used solely for the purpose of facilitating the implementation of the Settlement Agreement, and shall not be used for any other purpose without the express written consent of the Settlement Class Member or further Order of the Court.

- c. Class Counsel, and the third-party Settlement Administrator appointed by the Court, shall implement reasonable security measures to protect the Contact Information.
 - d. Upon the conclusion of the implementation of the class action, including the resolution of all appeals, Class Counsel, and the third-party Settlement Administrator appointed by the Court, shall destroy any and all copies of the Contact Information in their possession, save for one archival copy, which may be retained for compliance with professional obligations or future Court orders.
 - e. Any Settlement Class Member may request, in writing, that their Contact Information be excluded from future communications regarding the class action, and Class Counsel and the third-party Settlement Administrator shall promptly comply with any such request.
5. **THIS COURT ORDERS AND DECLARES** that without in any way affecting the finality of this Order, this Court reserves exclusive and continuing jurisdiction over this action, the plaintiff, all of the Settlement Class Members and the defendants for the limited purpose of implementing the Settlement Agreement and its administration.
6. **THIS COURT ORDERS, ADJUDGES AND DECLARES** that this Order and the Settlement Agreement are binding upon all Settlement Class Members, including those persons who are minors or under a disability.
7. **THIS COURT ORDERS AND DECLARES** that the requirements of Rules 7.04(1) and 7.08(1) and (2) of the *Rules of Civil Procedure* are dispensed with in respect of this action.

8. **THIS COURT ORDERS** that the legal fees and disbursements of Class Counsel shall be determined by further Order of this Court and shall be paid from, and not in addition to, the Settlement Amount.
9. **THIS COURT FURTHER DECLARES AND ADJUDGES** that the Releasing Parties have hereby released and shall be conclusively deemed to have forever and absolutely released the Released Claims as against the Released Parties as set out in the Settlement Agreement. The persons identified in Schedule “B” hereto have opted-out and excluded themselves from the Class, such that these persons are not bound by this Order and are not entitled to any relief or given any rights under the Settlement Agreement.
10. **THIS COURT ORDERS** that, except as otherwise provided in Schedule “A”, this action shall be dismissed on the Effective Date without costs and with prejudice.
11. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the defendants attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.

The Honourable Justice Glustein

Schedule “A”

Schedule “B”

Michael Ferracci
Plaintiff

-and-

Apple Inc., Apple Value Services, LLC and Apple Canada Inc.
Defendants

Court File No. CV-20-645295-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(Settlement Approval)

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Lawyers for the Plaintiff

SCHEDULE “B”

Ferracci v Apple Opt-Out List

Opt-Out Request	Name	Address	City	Province	Postal Code	Opt-Out Date
1	Michael Page	115 Tallgrass Cres	Winnipeg	MB	R3X 0E1	7/9/2026
2	Carolina Spagnuolo	124 Wedgewood Dr	Woodstock	ON	N4T 0E2	8/23/2026

Michael Ferracci
Plaintiff

-and-

Apple Inc., Apple Value Services, LLC and Apple Canada Inc.
Defendants

Court File No. CV-20-645295-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

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ORDER
(Settlement Approval)

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