

Schedule B – Distribution Protocol

1. The objective of this Distribution Protocol is to distribute the Settlement Claim Funds among Settlement Class Members.

DEFINITIONS

2. The definitions set out in the Settlement Agreement apply to this Distribution Protocol and are incorporated herein.
3. For the purposes of this Distribution Protocol, the following additional definitions apply:
 - a. **Claim Deadline** means the date that is 180 days from the Effective Date, or such other date ordered by the Court.
 - b. **Claim Finalization Date** means, if no claims are disputed in accordance with paragraph 14 of this Distribution Protocol, the end of the fourteen (14) day period contemplated in paragraph 14, or if claims are disputed in accordance with paragraph 14, the date on which a resolution has been reached with respect to all such disputed Claims, whichever is later.
 - c. **Claim Form** means the form used to obtain the information and supporting documentation necessary to verify that the individuals who submit Claims are Settlement Class Members, as described in paragraph 4 of this Distribution Protocol and attached as Schedule “C”.
 - d. **Verification Process** means the process described in paragraphs 7 to 14 of this Distribution Protocol pursuant to which the Claims Administrator and Parties review and verify that the Claims submitted are valid.

CLAIMS RECEIPT

4. The Claims Administrator, with the assistance of the Parties, shall prepare a Claim Form that shall be used to obtain the information and supporting documentation necessary to verify that persons are Settlement Class Members, including a serial number. Each Claim Form shall, among other things, require the Settlement Class Members to declare under oath that: (a) their iPhone 6, 6 Plus, 6s, 6s Plus, and SE iPhone ran iOS version 10.2.1 or later (for iPhone 6, 6 Plus, 6s, 6s Plus, and SE) or iOS version 11.2 or later (for iPhone 7 and 6 Plus) before December 21, 2017; (b) they experienced diminished performance on that device after the relevant iOS version was installed or downloaded; and (c) they are not and were not at the time they owned the device that is the subject of this claim (i) a director, officer, or employee of Apple or its subsidiaries or affiliated companies, or an Apple legal representative, heir, successor, or assign, (ii) a member of the judiciary presiding over the Proceeding, or (iii) an individual whose claim already has been adjudicated to a final judgment.
5. A Settlement Class Member may file a Claim with the Claims Administrator, using the required Claim Form, for receipt by the Claims Administrator on or before the Claim Deadline.

6. Persons who submit Claims after the Claim Deadline shall not receive any amount of the Settlement Claim Funds.

CLAIMS REVIEW AND VERIFICATION

7. The Claims Administrator shall receive and review each Claim Form and determine whether each Claim meets the requirements set forth in the Settlement Agreement including this Distribution Protocol. The Claims Administrator shall use best practices and all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, indexing all Claims.
8. Claim Forms that do not meet the terms and conditions of this Settlement Agreement and/or the Claim Form instructions shall be promptly rejected by the Claims Administrator. Where a good faith basis exists, the Claims Administrator may reject a Claim Form for, among other reasons, the following:
 - a. the Claim Form identifies a product that is not covered by the terms of this Settlement;
 - b. the Claim Form identifies a product that cannot be matched to an eligible device;
 - c. failure to fully complete and/or sign the Claim Form;
 - d. illegible Claim Form;
 - e. the Claim Form is fraudulent;
 - f. the Claim Form is duplicative of another Claim Form;
 - g. the person submitting the Claim Form is not a Settlement Class Member;
 - h. the person submitting the Claim Form requests that payment be made to a person or entity other than the Settlement Class Member for whom the Claim Form is submitted;
 - i. the Claim Form is not timely submitted; or
 - j. the Claim Form otherwise does not meet the requirements of this Settlement Agreement.
9. The Claims Administrator shall have thirty (30) days from the Claim Deadline to exercise the right of rejection. The Claims Administrator shall notify the claimant using the contact information provided in the Claim Form of the rejection. Class Counsel and Defence Counsel shall be provided with copies of all such notifications of rejection, provided that the copies do not contain the name, email address, mailing address, or other personal identifying information of the claimant. If any claimant whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the claimant must, within ten (10) days from receipt of the rejection, transmit to the Claims Administrator by email or mail a notice and statement of reasons indicating the claimant's grounds for contesting

the rejection, along with any supporting documentation, and requesting further review by the Claims Administrator, in consultation with Class Counsel and Defence Counsel, of the denial of the Claim. If Class Counsel and Defence Counsel cannot agree on a resolution of the claimant's notice contesting the rejection, the disputed Claim shall be presented to the Court or a referee appointed by the Court for summary and non-appealable resolution. No person shall have any claim against Apple, Defence Counsel, the Plaintiffs, Class Counsel, and/or the Claims Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement Agreement. This provision does not affect or limit in any way the right of review by the Court or referee of any disputed Claim Forms as provided in this Settlement Agreement.

10. Within forty-five (45) days from the Claim Deadline, the Claims Administrator shall provide a spreadsheet to Class Counsel and Defence Counsel that contains information sufficient to determine:
 - a. the number of Settlement Class Members that submitted a Claim;
 - b. the number of submitted Claim Forms that are valid and timely, and which are not;
 - c. the number of submitted Claim Forms the Claims Administrator intends to treat as Approved Claims; and
 - d. the number of submitted Claim Forms the Claims Administrator has denied and the reason(s) for the denials.
11. The Claims Administrator shall provide supplemental spreadsheets with respect to any Claim Forms submitted after the expiration of the Claim Deadline, within a reasonable time after receiving such Claim Forms.
12. The materials that the Claims Administrator provides to Class Counsel pursuant to paragraphs 10 and 11 shall not contain the names, email addresses, mailing addresses, or other personal identifying information of the Settlement Class Members. The Claims Administrator shall retain the originals of all Claim Forms (including envelopes with postmarks, as applicable), and shall make copies available to Class Counsel or Defence Counsel (with redactions to remove the names, email addresses, mailing addresses, or other personal identifying information of the Settlement Class Members) upon request. All such spreadsheets and related materials (including Claim Forms) shall be designated as "Highly Confidential — Counsel's Eyes Only". Should Class Counsel believe they require the name, email address, mailing address, or other personal identifying information of any particular Settlement Class Member, Class Counsel and Defence Counsel shall meet-and-confer, on a case-by-case basis, to determine whether the release of such personal identifying information is necessary. Any disputes regarding whether such information may be released to Class Counsel shall be presented to the Court or a referee appointed by the Court for summary and non-appealable resolution. The Claims Administrator shall only release personal identifying information upon authorization of Apple and/or the authorization of the Court or referee.

13. Within forty-five (45) days from the Claim Deadline, the Claims Administrator shall provide to Defence Counsel and Class Counsel information sufficient to calculate the Settlement Amount including:
 - a. the per-device and aggregate cash payment for the Approved Claims calculated in accordance with paragraphs 18 to 19 of this Distribution Protocol (the Settlement Claim Funds);
 - b. total Administration Expenses;
 - c. any honorariums for the Plaintiffs; and
 - d. Class Counsel Fees.
14. Defence Counsel and Class Counsel shall have fourteen (14) days after receiving the information specified in paragraph 13 to contest the Claims Administrator's determination with respect to any of the submitted Claims. Defence Counsel and Class Counsel shall meet and confer in good faith within ten (10) days to reach resolution of any such disputed Claim(s). If Class Counsel and Defence Counsel cannot agree on a resolution of any such disputed Claim(s), the disputed Claim(s) shall be presented to the Court or a referee appointed by the Court for summary and non-appealable resolution.
15. If Defence Counsel and/or Class Counsel dispute any Claims as contemplated in paragraph 14, and the resolution contemplated in paragraph 14 results in any such disputed Claim(s) being rejected or the amount of such disputed Claim(s) changing, within fourteen (14) days of the Claim Finalization Date, the Claims Administrator shall provide Defence Counsel and Class Counsel with revised information sufficient to calculate the Settlement Amount including:
 - a. the per-device and aggregate cash payment for the Approved Claims calculated in accordance with paragraphs 18 to 19 of this Distribution Protocol (the Settlement Claim Funds);
 - b. total Administration Expenses;
 - c. any honorariums for the Plaintiffs; and
 - d. Class Counsel Fees.

PAYMENT OF SETTLEMENT AMOUNT

16. If the Settlement Amount is more than the Minimum Settlement Amount, within thirty (30) days of the Claim Finalization Date, the Defendants shall pay into the Trust Account any difference between the Settlement Amount and the Minimum Settlement Amount.
17. Within ninety (90) days of the Claim Finalization Date, the Claims Administrator shall, by e-transfer where possible and by mailed cheque where necessary, make the payments contemplated under this Settlement Agreement to:

- a. each Settlement Class Member with an Approved Claim;
- b. Class Counsel;
- c. the Plaintiffs in respect of any honorariums; and
- d. the Claims Administrator.

CLAIMS PAYMENT

18. Subject to paragraph 19, each Settlement Class Member that files an Approved Claim with the Claims Administrator on or before the Claim Deadline shall be entitled to a payment of seventeen dollars and fifty cents (\$17.50) for each iPhone owned.
19. Notwithstanding paragraph 18:
 - a. In no event shall the Settlement Amount exceed the Maximum Settlement Amount. If the Class Counsel Fees, Administration Expenses, any honorariums for the Plaintiffs, and the number of iPhone devices identified in Approved Claims submitted by Settlement Class Members multiplied by seventeen dollars and fifty cents (\$17.50), exceeds the Maximum Settlement Amount, then the cash payment for each iPhone identified in the Approved Claims shall be reduced on a *pro rata* basis to ensure the total of the Settlement Amount does not exceed the Maximum Settlement Amount.
 - b. If payment of seventeen dollars and fifty cents (\$17.50) for each iPhone identified in Approved Claims submitted by Settlement Class Members, Class Counsel Fees, Administration Expenses, and any honorariums for the Plaintiffs would not reach the Minimum Settlement Amount, the cash payment for each Approved Claim shall be increased on a *pro rata* basis until the Settlement Amount equals the Minimum Settlement Amount. Notwithstanding the foregoing portion of this paragraph, the *pro rata* payment for each Approved Claim per iPhone shall not exceed one hundred fifty dollars (\$150).
 - c. If multiple Settlement Class Members submit valid Claims pertaining to the same iPhone, the payment amount for that device shall be divided equally among those submitting Approved Claims regarding that particular iPhone.
20. If the cash payment for each Approved Claim is increased on a *pro rata* basis until the *pro rata* payment for each Approved Claim per iPhone amounts to \$150, and the aggregate of the Settlement Claim Funds, Class Counsel Fees, Administration Expenses, and any honorariums for the Plaintiffs still does not reach the Minimum Settlement Amount, within thirty (30) days of the Claims Administrator providing written confirmation that all payments contemplated in paragraph 17 have been made, the remainder of Minimum Settlement Amount in the Trust Account will be paid *cy-près* to the charity or charities chosen by Defendants and approved by the Court if needed.