

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL  
No.: 500-06-000913-182

(Class Action Chamber)  
**SUPERIOR COURT**

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**RICKY TENZER**

Plaintiff

v.

**HUAWEI TECHNOLOGIES CANADA CO. LTD**

Defendant/Plaintiff in warranty

v.

**GOOGLE INC.**

and

**GOOGLE CANADA CORPORATION**

**Defendants in warranty**

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**CLAIMS ADMINISTRATION PROTOCOL  
(UNOFFICIAL TRANSLATION)**

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**A. GENERAL PROVISIONS**

1. This claims administration protocol (hereinafter the "**Protocol**") is an integral part of the settlement agreement signed by the parties on August 27, 2021 (hereinafter the "**Agreement**") and governs its implementation.
2. The Court of Appeal defined the class covered by the Agreement and this Protocol as follows:

All persons who own, or have owned, a Nexus 6P cell phone originally purchased in Quebec.

(hereinafter the "**Class**").
3. The Protocol is drafted with the objective of efficiency in order to proceed with the distribution of compensation to the Class members in a timely and cost-effective manner.
4. Any question relating to the interpretation and application of the Protocol will be subject to the jurisdiction of the judge managing the class action (hereinafter the "**Judge**"). However,

**\*\*\* Unofficial translation of the original French version of the protocol, "Protocole de réclamation", which will have precedence if there are any inconsistencies or contradictions with the translation.**

the intervention of the Judge will not be necessary in the case of a minor modification that remains within the spirit of the Agreement and the Protocol and that all parties agree to.

**B. ADMINISTRATOR**

5. The Court-appointed administrator (hereinafter the "**Administrator**") will implement the Protocol, including the verification of claims submitted by Class members and administer the distribution of compensation. In carrying out the mandate, he shall:
  - (a) Obtain appropriate insurance for the funds that will be transferred to him in trust;
  - (b) Publish notices to Class members in accordance with this Protocol;
  - (c) Post documents relevant to the claims process on a web page, including the online claim form;
  - (d) Implement an online claim form and database that collects information submitted by claimants;
  - (e) Set up a telephone line to communicate with the Administrator;
  - (f) Assist Class members in preparing their claim and answer their questions;
  - (g) Exceptionally, offer assistance to a Class member in filling out their online claim form;
  - (h) Receive and analyze claims, including proof of purchase and proof of defect, to determine eligibility;
  - (i) Inform each claimant of the acceptance or reason(s) for the rejection of their claim;
  - (j) Manage money held in trust;
  - (k) Distribute the compensation to the Class members;
  - (l) Perform a bank reconciliation following disbursements and receipts;
  - (m) Communicate with the representative's lawyers throughout the administration process and inform them of any difficulties that may arise in the execution of its mandate;
  - (n) Prepare a preliminary administration report and a final report, as provided for in this Protocol, and submit the final report to the managing judge of the class action.
  
6. The Administrator may choose to communicate with a claimant only by email when an email address has been provided by the claimant.

**C. NOTICE TO GROUP MEMBERS**

7. The appointed Administrator shall implement a campaign to publicize and disseminate the notice to Class members informing them of the approval of the Agreement and the procedure to follow in order to claim (hereinafter the "**Notice of Judgment**") in the form set out in **Annex 1**.
8. The Notice of Judgment will be published according to the following publication plan:
  - (a) Sending the notice to Class members to those who have subscribed to the mailing list of the Representative plaintiff's counsel (nearly 500 people);
  - (b) Posting of the notice to Class members on the Representative plaintiff's counsel's website and Facebook page;
  - (c) Posting of the notice to Class members on the Registry of class actions;
  - (d) Facebook advertising campaign of \$ 10,000, spread over the first 30 days of the Claim Period, as defined below. The advertisement will contain a link to the full notice.

**D. INDEMNIFICATION OF CLASS MEMBERS**

9. The balance of the lump sum, after deduction of the Fees described in paragraph 2 of the Agreement (hereinafter "**Balance**"), will be distributed among the eligible claimants.
10. Eligible claimants will receive different compensation depending on whether they have proven a problem with the premature draining of the Nexus 6P Phone battery (Subgroup A) or not (Subgroup B).
11. In order to qualify for a claim, the Class member shall:
  - (a) Complete and submit the online claim form, provided in **Annex 2 of the Protocol**, on the Administrator's website within two months after the date of the last publication of the Notice of Judgment (the "**Claim Period**");
  - (b) Attach a proof of purchase of a Nexus 6P Phone in Quebec, showing the claimant's name, or a photo of the phone showing its International Mobile Equipment Identity ("**IMEI**") to the claim form;
  - (c) If the claimant is in Subgroup A, attach documentary evidence of the Nexus 6P Phone's premature battery draining or a detailed description of the premature battery draining to the claim form;
  - (d) Declare, under penalty of perjury, that all of the information submitted in the claim form is true.
12. The claim form will only be available online on the Administrator's website.
13. Claim Forms received by mail, fax, email or hand delivery will not be accepted by the Administrator. The Administrator shall inform Class members who submit a claim form by any of these means that the only eligible form is the one completed online on the Administrator's website.

14. On an exceptional basis, Class members without access to the Internet or a computer may contact the Administrator for assistance in filing their claim.
15. If a Class member is unable to take a picture of the phone displaying the IMEI and does not have proof of purchase of their Nexus 6P phone, it is the Class member's responsibility to make arrangements with their mobile phone provider or the phone vendor to obtain it.
16. The distribution of the Balance shall be as follows:
  - (a) If the Balance is sufficient:
    - (i) Each eligible claimant who experienced a premature Nexus 6P Phone battery draining problem (Subgroup A) will receive \$260;
    - (ii) Each eligible claimant who did not experience a premature Nexus 6P Phone battery draining problem (Subgroup B) will receive \$10;
    - (iii) If there is a remaining balance after this distribution, the compensation paid to each eligible Subgroup A claimant shall be increased to a maximum of \$500 per claimant.
  - (b) If the Balance is insufficient to pay the compensation set out in the previous paragraph, only eligible claimants in Subgroup A shall be paid. They shall each receive an equal share of the Balance, up to a maximum of \$500. If there is a remaining balance after this distribution, it shall be treated as a remaining balance in accordance with paragraph 19 of the Agreement.
17. In the event that the Balance was sufficient to compensate all eligible claimants and that over 50% of the Balance remained after this distribution, a second claim period shall be held for a period of 60 days. New notices will be issued, in a manner to be determined in consideration of the results of the first distribution. The second distribution will be conducted in accordance with paragraph 16.

#### **E. CLAIM VERIFICATION**

18. The Administrator will verify the claims in accordance with the terms of his mandate.
19. Verification of claims shall be made by the Administrator no later than one month after the end of the Claim Period.
20. The Administrator shall have the discretion to accept late claims submitted no later than one month after the end of the Claim Period if valid motives are given in a sworn statement.
21. The Administrator shall inform a claimant of any deficiencies in his or her claim as soon as possible to allow the claimant to provide additional information or evidence. This process shall not exceed two months following the end of the Claim Period.
22. The Administrator will send a notice of rejection to claimants whose claims have not been found eligible, no later than two months after the end of the Claim Period.
23. The Administrator's decision on the eligibility of each claim will be final.

24. Within two months of the end of the Claim Period, the Administrator shall provide counsel for the parties with a preliminary report setting out the number of claims received for each subclass, the number of claims deemed eligible and rejected for each subclass, and the reasons for rejection. This report will be accompanied by an invoice for fees and expenses.

**F. DISTRIBUTION**

25. Within fifteen days of receipt of the preliminary report, counsel for the representative plaintiff will transfer to the Administrator the amount necessary to pay all compensation owing to Class Members and the Administrator's fees and expenses.
26. The Administrator will then distribute the compensation to Class Members within 30 days of receipt of payment by the representative plaintiff's counsel.
27. The Administrator will pay the Class members' compensation by cheque sent by regular mail to the address each claimant provided on the claim form or by direct deposit.
28. Any indemnity not cashed within six months of payment by cheque will be considered as a remainder.
29. In the event that a second distribution is required, the same claims verification and distribution procedure will be followed, with the necessary adaptations.
30. The Administrator shall provide the parties and the Judge with a final distribution report which shall detail:
  - (a) The number of claims received for each subgroup;
  - (b) The number of claims deemed eligible for each subgroup;
  - (c) The number of rejected claims and the reasons for rejection;
  - (d) The amount distributed to Class members ;
  - (e) Administration costs;
  - (f) The amount of the remaining balance, if any;
31. The Administrator will submit his final distribution report to the Court.
32. Any remaining balance will be distributed in accordance with section 596, paragraph 3 of the *Code of Civil Procedure* and section 42 of the *Act respecting the Fonds d'aide aux actions collectives*.
33. If an unexpected event requiring unexpected costs arises following the preliminary administration report, the Administrator may seek Court approval for additional fees, but only if there is a remaining balance, and only after the Class Action Fund has received the amount to which it is entitled from that balance.