

**NORTON ANTIVIRUS  
NOTICE OF AUTHORIZATION OF A CLASS ACTION AGAINST SYMANTEC  
CORPORATION.  
THIS NOTICE IS PUBLISHED BY ORDER OF THE QUEBEC SUPERIOR  
COURT.**

This notice is directed to:

All natural persons resident in Quebec at the time they purchased and/or licensed, for purposes other than their business, any of the following products: Norton™ Antivirus, Norton™ Internet Security, Norton™ Security, Norton™ Security with Backup, Norton 360™ or Norton™ One (collectively, the "**Norton Products**"), at any time between July 24, 2010 and June 27, 2016 (the "**Class Members**" or the "**Class**").

#### **THE AUTHORIZATION JUDGMENT**

On April 16, 2019, the Quebec Superior Court (the "**Court**") rendered a judgment authorizing the action *Carrière v. Symantec Corporation.*, Court File No. 500-06-000894-176 (the "**Authorization Judgment**") as a class action proceeding (the "**Class Action**"), and appointed Michel Carrière as class representative (the "**Representative**") for the Class. The defendant in the Class Action is Symantec Corporation ("**Symantec**"), which manufactures and sells the Norton Products.

The Class Action alleges that the Norton Products were defective and had design defects rendering them unfit for the use for which they were intended, and alleges that Symantec used false and misleading representations regarding these products. The Class Action seeks compensation on behalf of Quebec residents who purchased and/or licensed the Norton Products at any time between July 24, 2010 and June 27, 2016 (the "**Class Period**").

The Authorization Judgment identifies the principal questions of law and fact to be dealt with collectively as follows:

- a. Is Symantec a "merchant" governed by the Quebec *Consumer Protection Act*?
- b. Is the contractual relationship between the Class Members and Symantec governed by the Quebec *Consumer Protection Act*?
- c. Did the Class Members pay a price for protection which the Norton Products did not in fact provide?
- d. Does a Class Member's purchase or license of a Norton Product through one of the websites [www.norton.com](http://www.norton.com) or

www.symantec.com, or payment to renew a license of a Norton Product through an automatic renewal service provided by Symantec, give rise to a consumer agreement pursuant to the terms of the Quebec *Consumer Protection Act*?;

- (i) If a Class Member's purchase or license of a Norton Product through one of the websites www.norton.com or www.symantec.com does not give rise to a consumer agreement under the *Consumer Protection Act*, or if a Class Member's payment to renew a purchase or license of a Norton Product through an automatic renewal service provided by Symantec does not give rise to a consumer agreement under the *Consumer Protection Act*, what remedies, if any, is the Class Member entitled to under the *Consumer Protection Act*?
- e. Were the Norton Products goods which were affected by design defects rendering them unfit for the purposes for which goods of that kind are ordinarily used during the class period, in contravention of section 37 of the Quebec *Consumer Protection Act*?
- f. Did Symantec engage in a prohibited practice by making false or misleading representations regarding the Norton Products during the Class Period, in violation of sections 219, 220(a) and 221(g) of the Quebec *Consumer Protection Act*?
- g. Did Symantec fail to mention an important fact in its representations to the Class Members regarding the Norton Products during the Class Period, in violation of section 228 of the Quebec *Consumer Protection Act*?
- h. Did Symantec breach its obligation to deliver the Norton Products in conformity to their description in the contracts, statements and/or advertisements made to Class Members during the Class Period, in contravention of sections 16, 40 and 41 of the Quebec *Consumer Protection Act*?
- i. Is Symantec liable to reimburse, collectively, the portion of the price paid by Class Members during the Class Period for any Norton Product, in an amount commensurate with the period of time that Symantec failed to provide the security and protection that they paid for, pursuant to section 272(c) of the Quebec *Consumer Protection Act*?
- j. Is Symantec liable to the payment of punitive damages as a result of its alleged violations of the *Consumer Protection Act*?

and, if so, what amount of punitive damages should Symantec be condemned to pay, collectively?

[2] The Authorization Judgment identifies the conclusions sought by the Class Action to be instituted as being the following:

**GRANT** the Class Action against the Respondent;

**CONDEMN** the Respondent to pay to the Petitioner, for the benefit of the Class, the aggregate amount of the price paid by the Class Members for the license and any renewal license of the Norton Products during the Class Period in respect of security and protection that Symantec in fact failed to provide, the whole with interest and the additional indemnity provided by law;

**ORDERS** that the claims of the Class Members be the object of individual liquidation in accordance with Articles 596 to 598 C.C.P. and, subject to the power of the Court, render any order the Court deems just relative to the payment of punitive damages, if applicable.

**CONDEMN** the Respondents to any further relief as may be just and proper;

**THE WHOLE** with legal costs, including the costs of all exhibits, reports, expertise and publication of notices.

The Class Action will proceed in the district of Montréal.

The merits of the claims in the Class Action, and the allegations of fact on which the claims are based, have not been finally determined by the Court, and will be disputed by Symantec.

**YOU DO NOT NEED TO DO ANYTHING IF YOU WOULD LIKE TO BENEFIT FROM THE CLASS ACTION.**

Individuals falling within the definition of the Class are automatically eligible to benefit from the Class Action, and do not need to do anything at this time to participate.

**YOU MUST OPT OUT IF YOU DO NOT WANT TO BE BOUND BY THE CLASS ACTION**

Class Members who do not want to be bound by the Class Action must opt out by filing a signed letter stating that you elect to opt out of the Norton AntiVirus Class Action, and containing the following information:

- (i) The Norton Product(s) you purchased;
  - (ii) The date(s) you purchased, or paid for the Norton Product(s);
- AND
- (iii) Your name, address, telephone number, and signature.

Your opt-out request must be sent by certified or registered mail to:

Clerk of the Superior Court of Québec  
1 rue Notre-Dame Est, Montreal, QC H2Y 1B6  
File No. 500-06-000894-176

In order for your opt out request to be valid, it must be postmarked or received no later than October 17, 2019 and it must contain all of the required information.

Each Class Member who does not opt out of the Class Action will be bound by the terms of any judgment or settlement, whether favourable or not, and will not be allowed to prosecute an independent action against Symantec for any of the factual matters raised in the Class Action. If the Class Action is successful, you may be entitled to share in the amount of any award or settlement recovered. A Class Member who opts out will not be entitled to participate in the Class Action and will not be entitled to share in the amount of any award or settlement.

## **INTERVENTIONS**

Class Members have the right to seek intervenor status in the class action.

## **NO DIRECT COST TO YOU**

No Class Member other than the Representative or an intervenor may be condemned to pay legal costs arising from the Class Action.

## **ADDITIONAL INFORMATION**

For further information, Class Members can consult Class Counsel's Website at : <https://kklex.com/class-actions/class-action-defective-norton-products/> and/or communicate with them at:

Kugler Kandestin LLP  
Attn: Pierre Boivin ([pboivin@kklex.com](mailto:pboivin@kklex.com)) or Robert Kugler ([rkugler@kklex.com](mailto:rkugler@kklex.com))  
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**Publication of this notice has been authorized by the Honourable François P. Duprat of the Quebec Superior Court.**