

## ONTARIO SUPERIOR COURT OF JUSTICE

If you are a user of **QuickBooks® Pro 2006 for Mac** or **QuickBooks® New User Edition 2006 for Mac** and your data or files became inaccessible or were damaged, corrupted, or lost, whether temporarily or permanently, as a result of a malfunction in the Software's auto-update mechanism you may be entitled to compensation pursuant to a class action settlement.

*This is a court-authorized Notice. This is not a solicitation from a lawyer.*

**Please take note that all claim forms must be filed by August 31, 2009.**  
**Claim Forms can be sent to the Independent Claims Administrator as follows:**

Claims Administrator  
Quickbooks® Pro 2006 for Mac Settlement  
The Garden City Group  
P.O. Box 9293  
Dublin, OH 43017-4693  
U.S.A.

- A worldwide settlement has been reached in the class action lawsuits about whether a malfunction in the auto-update mechanism in the *QuickBook® Pro 2006 for Mac* or *QuickBooks® New User Edition 2006 for Mac* software (the "Software") caused users' data or files to become inaccessible or damaged, corrupted, or lost, whether temporarily or permanently. As currently known to the parties and their counsel, you may have experienced desktop data deletion one of two ways: (1) accessing the Software between 9:30 p.m. (PST) on December 15, 2007, and 10:00 a.m. (PST) on December 17, 2007; or (2) accessing the Software before 10:00 a.m. (PST) on January 3, 2008, at a publicly available wireless network that requires payment for use. If you believe you have suffered desktop data deletion in another manner as a result of a malfunction in the auto-update mechanism in the Software, you may submit a claim for settlement benefits explaining the circumstances of the desktop data deletion and the reason you believe the desktop data deletion was caused by the auto-update mechanism in the Software.
- The Ontario Superior Court of Justice provided final approval of the settlement on May 21, 2009. The Canadian settlement approval is contingent on final approval of the settlement by the US Court. The US Court still has to decide whether to finally approve the settlement. Settlement benefits will be provided if the Courts finally approve the settlement and after appeals, if any, are resolved. Please be patient.
- When Intuit learned of the issue in December 2007, it created a dedicated support team to assist affected customers, diligently investigated and identified the source of the issue, and ensured disablement of the auto-update mechanism in the Software to prevent any recurrence. This settlement builds upon Intuit's goal to reimburse affected customers for their data recovery efforts, to provide affected customers a free upgrade to QuickBooks® Pro 2007 for Mac, and to compensate affected customers for their data reconstruction efforts. The criteria for qualifying for settlement benefits are described in greater detail in this Notice.

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>Submit a claim form.</b>	The only way to get a reimbursement and/or software upgrade. By timely submitting a valid claim form, you will become a member of the class and be bound by the settlement agreement and release.
<b>Do nothing.</b>	Get no payment. You are not a member of the class and will not be bound by the settlement agreement and release.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

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## BASIC INFORMATION

The company that sold **QuickBooks® Pro 2006 for Mac** or **QuickBooks® New User Edition 2006 for Mac** was sued in a Canadian class action lawsuit and a U.S. class action lawsuit. The people who sued are called the “Plaintiffs,” and the companies they sued (Intuit Inc. in the U.S. lawsuit and Intuit Inc. and its subsidiary Intuit Canada Ltd. in the Canadian lawsuit) are called the “Defendants.”

Justice Joan Lax of the Ontario Superior Court of Justice in Toronto, Canada is overseeing the Canadian lawsuit, named *Ronald Smith & Associates, Inc. v. Intuit Inc. and Intuit Canada*, 08-CV-348111 CP.

Judge William H. Alsup of the United States District Court for the Northern District of California is overseeing the U.S. lawsuit, named *Create-A-Card, Inc., AGSJ, Inc. and Philanthropic Focus LLC. v. Intuit Inc.*, CV-07-06452 WHA.

### 1. Why did I get a notice?

You received notice because you are a registered user of QuickBooks® Pro 2006 for Mac or QuickBooks® New User Edition 2006 for Mac and/or you are in Intuit’s records as a user who may have been impacted by a malfunction of the Software’s auto-update mechanism. Notice has been provided to you so you can know about the proposed settlement and participate in it by filing a claim. This Notice explains the lawsuits, the settlement and your legal rights.

### 2. What are these lawsuits about?

The lawsuits concern an alleged malfunction with the Software’s auto-update mechanism that may have caused certain users’ data or files to become inaccessible or damaged, corrupted, or lost, whether temporarily or permanently. As currently known to the parties and their counsel, you may have experienced desktop data deletion one of two ways: (1) accessing the Software between 9:30 p.m. (PST) on December 15, 2007, and 10:00 a.m. (PST) on December 17, 2007; or (2) accessing the Software before 10:00 a.m. (PST) on January 3, 2008, at a publicly available wireless network that requires payment for use. The lawsuits claim that the Defendants should have known of the malfunction or otherwise should be held legally responsible for any data damage or loss experienced by affected customers.

Defendants deny any wrongdoing or liability in the lawsuits. They claim they have already compensated certain users for their data recovery expenses, believe the malfunction cannot recur as they have ensured disablement of the Software’s auto-update mechanism, notified their users of the issue, and instituted internal safeguards. By agreeing to the proposed settlement described in this Notice, Defendants are not admitting the merits of the claims in the lawsuits and continue to deny any wrongdoing.

### 3. Why are these lawsuits class actions?

In a class action, one or more people called “Class Representatives” (Ronald Smith Associates, Inc. in the Canadian lawsuit and Create-A-Card, Inc., AGSJ, Inc., and Philanthropic Focus LLC in the U.S. lawsuit) sue on behalf of people who have similar claims. All of these people are a “Class” or “Class Members.” A court must determine if a lawsuit or a settlement should proceed as a class action. If it does proceed as a class action, there may be a trial. A trial then decides the outcome of the lawsuit for everyone in the Class. Sometimes, the parties may settle without a trial.

Generally, one court resolves the issues for all Class Members except for those who exclude themselves from the Class. In this case, there is one U.S. court overseeing the lawsuit for all Class Members except those in Canada, and one Canadian court overseeing the lawsuit for all Class Members in Canada.

### 4. Why is there a settlement?

A settlement is not an admission of any wrongdoing by the Defendants. No court or jury made any decision in favor of any party. Instead, both sides mutually agreed to settle the claims. By settling, they both avoid the risks, delays, and costs of ongoing litigation and a trial, and the class members are eligible to receive settlement benefits. The Plaintiffs and their attorneys recommend this settlement because they believe this settlement is the best option for everyone in the Class.

## WHO IS INCLUDED IN THE SETTLEMENT?

To see if you can get benefits from the settlement, you first have to determine whether you can qualify as a Class Member.

5. How do I know if I can qualify as a class member and participate in the settlement?

The Courts decided that everyone who fits the following description and timely submits a valid claim is a Class Member: *“All users of QuickBooks® Pro 2006 for Mac or QuickBooks® New User Edition 2006 for Mac (the ‘Software’) whose data or files became inaccessible or were damaged, corrupted, or lost, whether temporarily or permanently, in connection with a malfunction of the Software’s auto-update mechanism (the ‘Malfunction’ ) who timely submit a valid Claim Form.”*

6. Which QuickBooks® products are included?

Only QuickBooks® Pro 2006 for Mac and QuickBooks® New User Edition 2006 for Mac are included. No other QuickBooks® products are included.

7. If I experienced desktop data deletion but recovered some or all of my files, can I still participate in the settlement?

Yes, if you were able to recover some or all of your desktop data, you can still request to become a Class Member by filing a Claim Form. Whether or not you are entitled to receive benefits from the settlement, will depend on whether you incurred any reimbursable expenses as described below in Question 11.

8. If Intuit already reimbursed me or sent me a free upgrade, can I still participate in the settlement?

Yes, you may still request to become a Class Member by filing a Claim Form even if Intuit has already reimbursed you for some or all of your expenses, or sent you a free software upgrade. You are entitled to the same benefits as any other Class Member, but Intuit will be credited with any benefits it has already provided to you.

9. What if I have lost Mac desktop data, but not before January 3, 2008?

You may qualify as a Class Member only if your data or files became inaccessible or were damaged, corrupted, or lost, whether temporarily or permanently, in connection with a malfunction in the Software’s auto-update mechanism. As currently known to the parties and their counsel, you may have experienced desktop data deletion in one of two ways: you (1) accessed the Software between 9:30 p.m. (PST) on December 15, 2007, and 10:00 a.m. (PST) on December 17, 2007; or (2) accessed the Software before 10:00 a.m. (PST) on January 3, 2008, at a publicly available wireless network that requires payment for use. If you believe you have suffered desktop data deletion in another manner as a result of a malfunction in the auto-update mechanism in the Software, you may still submit a claim explaining the circumstances of the desktop data deletion and the reason you believe the desktop data deletion was caused by the auto-update mechanism in the Software.

10. I’m still not sure if I am included.

If you are still not sure whether you can participate or are otherwise included in the Class, you may call the Claims Administrator at 1-800-961-2931 with questions.

## THE SETTLEMENT BENEFITS – WHAT YOU MAY GET

### 11. What does the settlement provide?

The proposed settlement provides the following benefits:

<p>1. Full reimbursement for certain data <u>recovery</u> expenses.</p> <p><i>Expenses must have been incurred on or before April 30, 2008 for Canadian Class Members</i></p>	<ul style="list-style-type: none"> <li>▪ Costs of data recovery software (including any shipping, handling and tax);</li> <li>▪ Third party data recovery expenses (such as for services of Apple Genius bars, DriveSavers or other third party data recovery vendors); and/or</li> <li>▪ Hardware reasonably necessary for data recovery efforts (such as hard drives purchased for use with data recovery software) including any shipping, handling and tax.</li> </ul>
<p>2. Reimbursement for data <u>reconstruction</u> and <u>other data recovery efforts</u>.</p> <p><i>Expenses must have been incurred on or before April 30, 2008 for Canadian Class Members</i></p>	<ul style="list-style-type: none"> <li>▪ Third party data reconstruction expenses (such as data re-entry) capped at 20 hours at \$75 USD/hour per Class Member; and/or</li> <li>▪ In-house data reconstruction and data recovery expenses (such as reimbursement for time Class Members' employees spent recovering and reconstructing lost data) capped at 20 hours at \$75 USD/hour per Class Member.</li> </ul> <p><u>Note:</u> Under the proposed settlement, these claims are subject to an aggregate cap of \$500,000 USD. If the claims received exceed \$500,000 Intuit can do one of two things:</p> <p><i>Option 1.</i> Pay all claims. (For example: If there are \$600,000 in claims, Intuit can pay \$100,000 in addition to the \$500,000 it has already committed.)</p> <p><i>Option 2.</i> Request a <i>pro rata</i> reduction. (For example: If there are \$1,000,000 in claims and your claim is \$1,000, you will be notified of a pro rata reduction to \$500. You will then get a chance to exclude yourself from the Class.)</p>
<p>3. <u>Free upgrade to QuickBooks® Pro 2007 for Mac</u> (retailing at approximately \$199.95 USD) to any Class Member with an approved claim.</p>	

### 12. Are there limits on the amount I can get?

There is no limit on the total reimbursements for certain types of data recovery expenses, but there is a cap on the amount of reimbursements you can get for data reconstruction expenses and in-house data recovery expenses (see answer to Question 11 above).

## HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

### 13. How can I get a payment or free upgrade?

You must submit a Claim Form. A Claim Form is available for download at [www.2006QBforMacSettlement.com](http://www.2006QBforMacSettlement.com). You can also contact the Claims Administrator for a copy. Read the instructions carefully, fill out the Claim Form completely, and return the completed Claim Form by August 31, 2009. **IF YOU DO NOT SUBMIT YOUR SIGNED CLAIM FORM BY THIS DEADLINE YOU WILL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO RECEIVE ANY PAYMENT FROM THIS SETTLEMENT.**

A Claims Administrator, unrelated to any party in these lawsuits, will administer the settlement and review all Claim Forms and accompanying documented expenses. Include with your Claim Form as much documentation as possible regarding your reimbursable expenses. Your information will be treated confidential and will not be shared with anyone except the Claims Administrator and the parties to the lawsuits. By signing your Claim Form, you will also be authorizing the Claims Administrator to contact you for more information to help evaluate your claim, if needed. The Claims Administrator will make the initial determination of whether your Claim Form is valid, verified and complete, and, if necessary, will make the determination regarding any disputed claims subject to an appeal to the Ontario Case Management Judge (see Question 15 below).

*All reimbursements for data reconstruction expenses and in-house data recovery expenses may be pro-rated to a lesser amount, depending on the total number of people who claim benefits (see answer to Question 11 above). You will be notified if your claimed amount is pro-rated and be provided an opportunity to exclude yourself from the Class.*

### 14. What if I already received payment or a free upgrade from Intuit?

Intuit will be credited with any benefits it has already provided you. Therefore, if you have already received a reimbursement payment and a free upgrade from Intuit, and have no further reimbursable expenses, you do not need to do anything. However, if you have additional expenses reimbursable under the settlement or have not received a free upgrade from Intuit, you should submit a fully completed Claim Form. There is a place on the Claim Form to report any benefits you have already received from Intuit.

### 15. What if my claim for reimbursement is disputed?

There is a dispute resolution process in the settlement with regard to any claims that Defendants object to (due to, for example, improper classification or documentation). If the parties are unable to resolve the disputed claim, then the Claims Administrator will make a determination whether to accept or deny the claim. Class Members may appeal that determination to the Ontario Case Management Judge. For more information, see sections 10.8 and 10.12 of the Settlement Agreement available at [www.2006QBforMacSettlement.com](http://www.2006QBforMacSettlement.com).

### 16. When would I get my payment or free upgrade?

You will receive your payment check and/or free upgrade within 4 to 8 weeks of the settlement being approved by both Courts and the judgments entered in both lawsuits become final, which is projected to take place in late 2009 or early 2010.

### 17. What am I giving up by submitting a claim?

If you timely file a valid claim you become a member of the class, you can't sue, continue to sue, or be part of any other lawsuit against Intuit about the legal issues in *these* cases. It also means that all of the Courts' orders will apply to you and legally bind you. If you sign the Claim Form, you will agree to a "Release of Claims," at the end of the Claim Form, which describes exactly the legal claims that you give up if you get settlement benefits. If you do not submit a claim, you cannot benefit from this settlement and will keep any right you have to pursue your own lawsuit against Intuit.

## RELEASE OF CLAIMS

If the settlement is approved, as a Class Member you will give up the right to sue Defendants and other Released Parties on your own (or to be a part of any other lawsuit against Defendants and other Released Parties) concerning the claims that this Settlement resolves.

For complete details of the Release of Claims and Released Parties, please refer to the Settlement Agreement online at [www.2006QBforMacSettlement.com](http://www.2006QBforMacSettlement.com). You may also contact the Claims Administrator or Class Counsel directly (see below).

## DO I NEED TO EXCLUDE MYSELF FROM THE SETTLEMENT?

### IF YOU DO NOT FILE A CLAIM:

Because this is a claims-made settlement with a release applying only to those who file a claim, you do not need to exclude yourself ("opt out") from the settlement if you want to keep the right to sue or continue to sue the Defendants over the legal issues in these lawsuits.

### IF YOU FILE A CLAIM:

If you file a timely and valid claim, this means you agree to be bound by the settlement and release and will receive settlement benefits to which you're entitled. However, there is one scenario in which you may get, and wish to exercise, the right to exclude yourself from the settlement: If Intuit can and does exercise its right to pro rata calculate the settlement awards (see Question 11 above) and you receive notice of the pro rata calculation of your settlement award ("Exclusion Notice"), your deadline to opt out is thirty (30) days from the date of the Exclusion Notice.

If you do not opt out, you will give up the right to sue the Defendants for the claims that this settlement resolves and will be bound by the settlement and release in these lawsuits. However, if you opt out, you will not be entitled to any benefits under the settlement.

To opt out, you must timely send a letter by registered mail to the Claims Administrator at the address below stating you "request to be excluded from the class and the settlement in the *Ronald Smith & Associates, Inc. v. Intuit Inc. and Intuit Canada* Litigation." You must sign the letter and include your name, address, telephone number, email address and date of desktop data loss. The letter must be sent to the following address; you cannot exclude yourself over the phone, by fax or by email:

Claims Administrator  
Quickbooks® 2006 for Mac Settlement  
c/o The Garden City Group  
P.O. Box 9293  
Dublin, OH 43017-4693  
U.S.A.

TO BE CONSIDERED TIMELY AND TO EFFECTIVELY OPT OUT OF THE SETTLEMENT, YOUR SIGNED OPT OUT LETTER MUST BE POSTMARKED BY THE DEADLINE TO OPT OUT. IF IT IS NOT POSTMARKED BY THAT DATE, YOUR RIGHT TO OPT OUT WILL BE DEEMED WAIVED AND YOU WILL BE BOUND BY ALL ORDERS AND JUDGMENTS ENTERED IN CONNECTION WITH THE SETTLEMENT.

## THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in the case?

Yes. However, if you want to be represented by your own lawyer you may hire one at your own expense.

The Canadian Court has appointed these lawyers to represent Canadian Class Members as “Class Counsel” in the Canadian class action lawsuit:

Jonathan J. Foreman, Esq.  
HARRISON PENSA LLP  
Barristers & Solicitors  
450 Talbot Street  
London, ON N6A 4K3  
Telephone: 1-800-263-0489 ext. 775  
Facsimile: (519) 667-3362  
E-mail: jforeman@harrisonpensa.com

19. How will my lawyers be paid?

Class Counsel in the Canadian lawsuit will ask the Court for their fees, cost and expenses. Any payments awarded to Class Counsel by the Courts and paid by Defendants will not reduce the value of the benefits distributed to Class Members. The Defendants will also separately pay the costs to administer the settlement.

## IF YOU DO NOTHING

If you do nothing and do not submit a Claim Form, you will not be a part of the class and will not be able to receive any settlement benefits under this settlement. However, you will not lose your right to start or continue a lawsuit against Defendants in your own name about the claims that this settlement resolves.

## GETTING MORE INFORMATION

If you have further questions, please contact the Claims Administrator at 1-800-961-2931 or Class Counsel at 1-800-263-0489 ext. 775.