

St-Laurent et al. v. Nintendo of Canada Ltd
Superior Court file no: 500-06-001122-213

IF YOU PURCHASED A NINTENDO SWITCH, NINTENDO SWITCH LITE, JOY-CON OR NINTENDO SWITCH PRO CONTROLLERS SINCE JULY 29, 2017

AND

IF YOU PURCHASED A NINTENDO SWITCH, NINTENDO SWITCH LITE, JOY-CON OR NINTENDO SWITCH PRO CONTROLLERS WHICH TRANSMITTED DIRECTIONAL COMMANDS WITHOUT MANUAL INTERVENTION FOR THE FIRST TIME AFTER JULY 29, 2017

YOU MAY HAVE RIGHTS IN A QUEBEC CLASS ACTION LAWSUIT

What is This About?

On July 19, 2023, the Superior Court of Quebec (district of Montreal) authorized a class action (the “Action”) on behalf of all Quebec consumers who have purchased a Nintendo Switch controller. The Action alleges that these controllers are affected by a latent defect causing directional commands without manual intervention and seeks compensation from Nintendo of Canada Ltd. (“Nintendo”).

The Court has not made any decision on the merits of the claim in this Action. Nintendo denies any liability.

The parties have entered into a Settlement Agreement pertaining to the facts alleged in the Action and will be asking the Court to approve it. Its details are set out below.

Who is Concerned?

On July 19, 2023, the Superior Court of Quebec, in file number 500-06-001122-213, authorized the Plaintiffs to institute the Action on behalf of the following Class:

“All consumers who purchased in Québec, since July 29, 2017, a Nintendo Switch, Nintendo Switch Lite, a Joy-Con, or a Pro Controller for Nintendo Switch;

and

All consumers who purchased in Québec a Nintendo Switch, a Nintendo Switch Lite, a Joy-Con, or a Pro Controller for Nintendo Switch for which the following issue first appeared after July 29, 2017: at least one controller or console registers directional inputs without any manual operation.”

What Does the Settlement Provide?

A settlement has been reached to resolve the Action against Nintendo, subject to approval of the Court, in exchange for a full release of all the Released Claims against Nintendo and a dismissal of the Action against it.

If approval, the settlement would entitle eligible class members to the following benefits:

- An extended warranty: All affected Nintendo Products are now covered for a total of 3 years from original purchase for issues involving unintended directional inputs. Members benefit from an extra 12 months (grace period) from the date of this notice to request free service or replacement for issues involving directional inputs without any manual operation.
- Compensation for previous service delays of over 7 days (in the form of a \$10 eShop credit for a service delay of 8 days up to 30 days, or a \$25 eShop credit for a service delay of 31 days or more).

This settlement is not an admission by Nintendo of liability, fault, or wrongdoing, and is rather a compromise of disputed claims.

When is the Settlement Approval Hearing?

A hearing to decide on approval of the settlement will be heard by the Superior Court of Quebec. The hearing is scheduled on November 23, 2026, at 2:00 pm, at the Montreal Courthouse, located at 1 Notre-Dame E., Montreal, QC, H2Y 1B6 or by Teams.

The Court will also be asked to approve class counsel fees.

Who Pays Class Counsel?

The Plaintiffs entered into contingency agreements with Class Counsel. To this end, the Plaintiffs are asking the Court to approve the aggregate payment of \$300,000 plus applicable taxes for fees and for reimbursement of disbursements incurred to prosecute the Action.

What Do I Need to Do If I Want to Be Included?

If you are a member of the Class, you do not need to do anything to be included in the settlement. As a member of the Class, you:

- (a) will be bound by the terms of the Settlement Agreement if approved by the Court;
- (b) will benefit from the Extended Warranty;
- (c) if the service of your Nintendo Product was delayed, you may receive a Nintendo eShop credit (if it is the case, you will receive an email directly from Nintendo);
- (d) will give up your rights to take your own personal action against Nintendo;

(e) will be able to object to the settlement or comment on it.

Members of the Class who did not opt out from the Action will be bound by the terms of the settlement and the distribution protocol if they are approved by the Court and will release Nintendo from the Released Claims.

What Do I Need to Do If I Don't Want to Be Bound?

If you are a member of the Class as defined above and you do not wish to be a member of the Class who is legally bound by the Action, you must exclude yourself by submitting a request to Court clerk by September 28, 2026. Go to <https://lambertavocats.ca/recours-collectif-nintendo/> to obtain information on how to opt out of the Action.

If you exclude yourself from the Action, you will:

- (a) retain any rights you have to bring your own lawsuit or continue any lawsuit you have already brought at your own expense against Nintendo;
- (b) not be able to make a claim for compensation available pursuant to the Settlement Agreement and will not be able to object to this Settlement Agreement or comment on it.

A member of the Class may seek authorization from the Court to intervene if the intervention is considered helpful to the Class. **A member of the Class other than the Plaintiffs or an intervenor will not be required to pay the legal costs arising from the Action or be required to appear in Court in relation to the Action.**

What if I Have Objections to The Settlement or Comments on it?

If you wish to comment on or object to the settlement, the distribution protocol or the fees being sought by Class Counsel, you must do so in writing, by November 6, 2026. Go to <https://lambertavocats.ca/recours-collectif-nintendo/> to obtain information on how to object to the Settlement Agreement.

Written objections received by the objection filing deadline will be provided to the Court. If the Court approves the Settlement Agreement, members of the Class who objected to it will nonetheless be bound by its terms unless they have opted-out of the Action as described in this Notice.

You may object to the settlement or comment on it without a lawyer. If you wish to be represented by a lawyer, you may hire one at your own expense.

Please also note that you cannot ask the Court to change the terms of the Settlement Agreement; the Court can only approve or reject the Settlement Agreement as it is written. If the Court refuses to approve the Settlement Agreement, no payment will be made and the Action will continue.

Where Can I Get More Information?

You may review the Settlement Agreement at <https://lambertavocats.ca/recours-collectif-nintendo/>. You may contact Class Counsel at:

Lambert Avocats

(514) 526-2378

litige@lambertavocats.ca

This Notice contains a summary of some of the terms of the authorization order and the Settlement Agreement in the Action. If there is a conflict between the provisions of this Notice and any of those documents, the terms of the documents shall govern.