

NOTICE OF CLASS PROCEEDING

TO: Bell Mobility Inc. Customers

If you are a person who before April 13, 2010:

- a) was a resident in the Northwest Territories, Yukon (excluding Whitehorse), or Nunavut;
- b) entered into to an with agreement with Bell Mobility Inc. to receive cellular phone services;
- c) was charged 911 emergency access fees; and
- d) had no 911 live operator where you reside.

Please read this notice carefully.

The Lawsuit: *Anderson v. Bell Mobility Inc.*

By Order dated July 30, 2010, of the Supreme Court of the Northwest Territories, a civil action was certified as a class action.

The action is against Bell Mobility Inc. ("Bell Mobility").

The representative Plaintiffs in the Class Action are James Douglas Anderson and Samuel Anderson.

In the Class action it is alleged that Bell Mobility is charging the Plaintiffs and the Class Members a fee for 911 Emergency access. It is further alleged that the Class members, who reside in Northwest Territories, Yukon (excluding Yellowknife) or Nunavut, receive no 911 Emergency Access services. The Plaintiffs seek repayment to class members of the monthly charges paid for the 911 Emergency Access service which they never received, plus interest and legal costs. Additionally the Plaintiffs seek an award for punitive and exemplary damages of \$1,000,000.00.

Bell Mobility denies the plaintiffs' allegations and will defend the lawsuit on the basis, among others, that it provides call-routing services and local governments are responsible for emergency dispatch. Bell Mobility customers have access to 911 emergency calling whenever made available by local governments.

Certification is a preliminary procedural order that merely allows the law suite to proceed to trial as a claim on behalf of a class. The Supreme Court of the Northwest Territories has not made any determination as to merits or validity of any claims or defences asserted.

The common issues for trial without a jury in Yellowknife on May 7 – 18, 2012 are:

- (a) Do the service agreements between the class members and Bell Mobility expressly require Bell Mobility to provide 911 live operator service to class members?
- (b) Do the service agreements of Bell Mobility have an implied term based on custom or usage or as the legal incidents of a particular class or kind of contract, to provide 911 live operator service?
- (c) Did Bell Mobility provide 911 live operator service to class members?
- (d) Did Bell Mobility breach the contracts with the class members?
- (e) Has Bell Mobility been unjustly enriched for no juristic reason, or has there been a failure of consideration?
- (f) Is Bell Mobility liable to the class members on the basis of waiver of tort?
- (g) Was the conduct of the Defendant such that they ought to pay to the class punitive or exemplary damages, and if so, the quantum of such damages?

Financial Consequences of the Lawsuit

As a member of the Class, you may be entitled to compensation if the action is successful. If the action is not successful, as a member of the Class, you will not be responsible for any of the costs of the trial of the common issues.

Your right to Opt Out of the Lawsuit

Any judgment in the lawsuit, whether favourable or not, will bind all of the members of the Class who have not opted out.

If you wish to opt out of the Class, **you must advise Landy Marr Kats LLP, Barristers & Solicitors in writing, by mail or fax to the address listed below, so that the Opt Out notification is received by no later than October 31, 2011.**

If you opt out of the Class action, you will not be entitled to share in any settlement which may be reached in this lawsuit or any compensation which may be recovered from the Defendant, and you will not be bound by any decision in the class proceedings. If your written request to opt out is not received by the above date, you will remain a member of the Class. **YOU WILL AUTOMATICALLY BE INCLUDED IN THE CLASS UNLESS YOU OPT OUT.**

Agreement with Solicitors

Landy Marr Kats LLP has agreed to act as counsel in this legal proceeding under a contingency Agreement. The Class does not have to pay any fees to the lawyers unless the action is successful. If the lawsuit is successful or a satisfactory settlement is negotiated and approved by the Court, then the law firm of Landy Marr Kats LLP will request fees based upon a percentage of the amount actually recovered. Such fees must be approved by the Court.

Further information

If you have any questions about this notice or about the class action, you may contact Landy Marr Kats at the address below.

This notice is dated this 27 day of June 2011

Please contact:

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