

IN THE SUPREME COURT OF THE NORTHWEST TERRITORIES

B E T W E E N:

JAMES DOUGLAS ANDERSON and SAMUEL ANDERSON
on behalf of themselves, and all other members of a class
having a claim against Bell Mobility Inc.

Plaintiffs

and

BELL MOBILITY INC.

Defendant

BEFORE THE HONOURABLE

)

At the City of Yellowknife, in the

)

Northwest Territories, the 6th day of

JUSTICE R.S. VEALE

)

June, 2016

)

O R D E R

THIS MOTION made by the Plaintiffs for an order approving the Settlement Agreement entered into with the Defendant was heard this day at Yellowknife, Northwest Territories,

ON READING the materials filed, including the Settlement Agreement attached to this Order as Schedule "1" (the "Settlement Agreement"), the proposed notices attached to this Order as Schedule "2" (the "Notice of Settlement Approval"), and on hearing the submissions of counsel for the Plaintiffs and counsel for the Defendant; and on the Defendant taking no position on approval of the contingency fee agreement, Class Counsel Fees or the stipend payable to the Plaintiffs:

1. **THIS COURT ORDERS AND DECLARES** that for the purposes of this Order the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

2. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.
3. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved.
4. **THIS COURT DECLARES** that the Settlement Agreement is incorporated by reference into and forms part of this Order.
5. **THIS COURT ORDERS AND DECLARES** that this Order, including the Settlement Agreement attached as Schedule 1 to this Order, is binding upon the Plaintiffs and each Settlement Class Member who has not validly opted-out of this action including those persons who are minors or mentally incapable.
6. **THIS COURT ORDERS AND DECLARES** that each Releasor who has not validly opted-out of this action has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
7. **THIS COURT ORDERS** that each Releasor who has not validly opted-out of this action shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand in respect of the Released Claims.
8. **THIS COURT ORDERS** that all claims of any nature whatsoever relating to the 911 fees charged to the Settlement Class members are barred, prohibited and enjoined.
9. **THIS COURT ORDERS** that the Notice of Settlement Approval (the "Notice") is approved in substantially the form attached hereto as Schedules "2(a)", "2(b)" and "2(c)".
10. **THIS COURT ORDERS** that the Notice be distributed as set out at para. 5.2 of the Settlement Agreement.

11. **THIS COURT ORDERS AND ADJUDGES** that this action be and is hereby dismissed against the Defendant without costs and with prejudice.
12. **THIS COURT ORDERS** the contingency fee agreement respecting fees and disbursements made between the Plaintiffs and Class Counsel, Landy Marr Kats LLP, is hereby approved.
13. **THIS COURT ORDERS** and approves that the cost awards of \$426,661.50 paid during the course of the within action by the Defendant shall be retained by Landy Marr Kats LLP and the Court approves Landy Marr Kats LLP's previous accounts with respect to these cost awards.
14. **THIS COURT ORDERS** that the Defendant shall pay on or before July 19, 2016, to Landy Marr Kats LLP the Class Counsel Fees in the sum of \$515,737.11, inclusive of fees, disbursements, and taxes (pursuant to the Settlement Agreement), which account is approved by the Court.
15. **THIS COURT ORDERS** and approves payment of the Plaintiffs' stipend in the amount of \$5,000.00 for the Plaintiffs James Anderson and Samuel Anderson which shall be paid by the Defendant to Landy Marr Kats LLP, in trust, on or before July 19, 2016.
16. **THIS COURT ORDERS** that the Defendant shall deliver to Class Counsel and file with this Court on or before April 6, 2017 an Affidavit reporting on (a) the number of active subscriber accounts of Settlement Class Members credited and the total amount credited pursuant to para. 3.1(d)(ii) of the Settlement Agreement, (b) the number of inactive subscriber accounts of Settlement Class Members for which refund cheques were issued and mailed to the last known address of each Settlement Class Member and the total amount of refund cheques issued (the Refund Amount) pursuant to para. 3.1(d)(iv) of the Settlement Agreement, and (c) the total amount, if any, paid or to be paid to Stanton Territorial Health Authority pursuant to para. 3.1(d)(v) of the Settlement Agreement.



Schedule 1

Court File No. SICV2007000247

IN THE SUPREME COURT OF THE NORTHWEST TERRITORIES

BETWEEN:

JAMES DOUGLAS ANDERSON and SAMUEL ANDERSON
on behalf of themselves, and all other members of a class
having a claim against Bell Mobility Inc.

Plaintiffs

and

BELL MOBILITY INC.

Defendant

MINUTES OF SETTLEMENT
(Dated as of: April 27, 2016)

RECITALS

- A. WHEREAS the Class Action was commenced in the Court by issuing a statement of claim on November 29, 2007, which claim was amended on November 7, 2008 to add Samuel Anderson;
- B. WHEREAS the Defendant was named as a Defendant in the Class Action;
- C. WHEREAS the Class Action advances claims in relation to the payment of 911 fees by residents of the Northwest Territories, Yukon (excluding Whitehorse), and Nunavut;
- D. WHEREAS the Class Action advanced claims on behalf of the Settlement Class Members;
- E. WHEREAS the Class Action was certified by the Certification Order;
- F. WHEREAS Judgment on the liability was granted in favour of the Plaintiffs, and whereas the damages trial is set to commence June 6, 2016;
- G. WHEREAS the Certification Order appointed the Plaintiffs as the Representative Plaintiffs;
- H. WHEREAS the Plaintiffs have been appointed under the Certification Order as the Representative Plaintiffs and are duly authorized to enter into this Settlement Agreement, which, if approved by the court, is binding on all Settlement Class Members;
- I. WHEREAS, although the damages portion of the action has not been tried and whereas the Defendant disputes the quantum of the claim made by the Plaintiffs, the Defendant has agreed to enter into this Settlement Agreement in order to achieve a final resolution of all of the Released Claims and to avoid further litigation;
- J. WHEREAS, the Defendant calculates the total amount of 911 fees charged to class members for the period October 1, 2004 to September 30, 2015 (not including provincial regulatory fees and net of 911-specific credits), but without further deduction for (i) any periods of residency of subscribers in areas with a live 911 operator; (ii) general credits applied to subscriber accounts; or (iii) 911 fees not paid by subscribers, as being equal to the sum of \$706,407;
- K. WHEREAS, Class Counsel has investigated the methodology used by the Defendant to calculate the amount of 911 fees charged to class members and accepts that calculation for purposes of settlement;
- L. AND WHEREAS the Representative Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the claims against the Defendants, and having regard to the burdens and expense in continuing to prosecute the Class Action, including the risks

and uncertainties associated with trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Settlement Class Members:

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and on behalf of the Parties that the Class Action be settled as against the Defendant, subject to the approval of the Court, on the following terms and conditions:

ARTICLE I **DEFINITIONS**

1.1 Definitions

- (a) *911 fees* means such fees charged by and for the benefit of the Defendant only, does not include any provincial regulatory charges and is net of 911-specific credits.
- (b) *Total Net 911 Fees* means the amount of \$706,407.00, calculated by the Defendant and as described in the above Recitals.
- (c) *Certification Order* means the Order of the Court pronounced May 27, 2011 certifying the Class Action;
- (d) *Class Action* means the class proceeding commenced by the Plaintiffs in the Court, bearing Court File No. SICV2007000247;
- (e) *Class Counsel* means Landy Marr Kats LLP;
- (f) *Class Counsel Fees* include the fees, disbursements, costs, interest, GST and other applicable taxes or charges of Class Counsel in the prosecution of the Class Action in such amount, if any, as may be approved by the Court.
- (g) *Court* means the Supreme Court of the Northwest Territories;
- (h) *Defence Counsel* means Borden Ladner Gervais LLP;
- (i) *Effective Date* means:
 - (i) the date of pronouncement of the Second Order if there were no objectors to the Settlement Agreement, or
 - (ii) if there were objectors to the Second Order, the date on which the time for appeal from the Second Order has expired without the filing and service of any notice of appeal, or

- (iii) if there was a notice of appeal filed and served from the Second Order, the date on which such appeal is dismissed and the time for leave to appeal to the Supreme Court of Canada expires, without the filing and service of an application for leave,
 - (iv) or if an application for leave to appeal to the Supreme Court of Canada is filed and served, the date on which that leave application or any appeal is dismissed by the Supreme Court of Canada.
- (j) **First Order** means the order issued by the Court to approve the plan for dissemination of and the form of the Notice of Settlement Hearing and to set the date for the hearing of the application for approval of this Settlement Agreement;
 - (k) **Notice of Settlement Hearing** means the forms of notice in substantially the forms attached as Schedules 1(a) to (c) to the First Order, and as approved by the Court to inform the Class of (1) the date and location of the hearing to approve this Settlement Agreement; (2) the principal elements of this Settlement Agreement;
 - (l) **Notice of Settlement Approval** means the forms of notice in substantially the forms attached as Schedules 2(a) to (c) to the Second Order, and as approved by the Court to inform the Settlement Class Members of the approval of this Settlement Agreement;
 - (m) **Parties** mean the Plaintiffs, Settlement Class Members and the Defendant.
 - (n) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, that Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct anywhere, in respect of 911 charges paid to the Defendant by the Settlement Class Members;
 - (o) **Releasees** means the Defendant, related or affiliated corporate entities, predecessors, successors, assigns and their respective, directors, officers, employees, agents, and shareholders.
 - (p) **Releasors** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members and their respective successors, heirs, executors, administrators, assigns, devisees or representatives of any kind.
 - (q) **Second Order** means the order issued by the Court to approve and implement this Settlement Agreement, to approve the amount of the Class Counsel Fees and the amount of the Plaintiffs' stipend, as referred to in Articles 3.1 (b) and (c) of this Settlement Agreement.

- (r) *Settlement Agreement* means this agreement, including the recitals and schedules.
- (s) *Settlement Class Members* means members of the class described in the Certification Order who have not opted out of the Class Action in accordance with the Certification Order, including the Representative Plaintiffs.

ARTICLE II

SETTLEMENT APPROVAL

2.1 Best Efforts

The Plaintiffs and the Defendant shall use their best efforts to effect this settlement and to secure the prompt and complete approval and implementation of the Settlement Agreement, and the final dismissal with prejudice of the Class Action as against the Defendant.

2.2 Motion for Approval of Notice of Settlement Hearing

At a time mutually agreed to by Class Counsel and Defence Counsel after the Settlement Agreement is executed, the Plaintiff shall bring a motion before the Court to obtain the First Order.

The First Order shall be substantially in the form attached hereto as Schedule "A".

2.3 Motion for Approval of the Settlement Agreement

As soon as practicable after the First Order is pronounced, and in accordance with its terms, the Plaintiff shall bring a motion before the Court to obtain the Second Order, substantially in the form attached hereto as Schedule "B".

ARTICLE III

SETTLEMENT BENEFITS

3.1 Settlement Amount and Distribution

- (a) The all-inclusive total settlement amount is \$1,016,336.57 (the "Settlement Amount"), which is comprised of \$800,000 damages, prejudgment interest of \$163,160.35 and costs of \$53,176.22 for the damages portion of the Class Action, and which shall be paid by the Defendant on the basis set forth in Articles 3.1(b), (c) and (d) below.
- (b) Within thirty (30) business days of the Effective Date, the Defendant shall pay to Class Counsel the sum, if any, approved by the Court for the Class Counsel Fees and the balance of the Settlement Amount payable by the Defendant shall be reduced accordingly:
- (c) Within thirty (30) business days of the Effective Date, the Defendant shall pay to Class Counsel, in trust for the Plaintiffs, the amount of \$5,000.00, or such other amount, if any, as may be approved by the Court, as compensation for time spent

advancing the Class Action (the "Plaintiffs' stipend") and the balance of the Settlement Amount payable by the Defendant shall be reduced accordingly.

- (d) Within 90 days of the Effective Date, the balance of the Settlement Amount after payment of the Plaintiffs' stipend and Class Counsel Fees (the "Net Settlement Amount") shall be distributed to the Settlement Class Members, without proof of residence, by the Defendant at its expense in accordance with the following provisions:
- (i) The Defendant shall calculate the ratio that is the result of the division of the Net Settlement Amount by the Total Net 911 Fees (the "Ratio");
 - (ii) The Defendant shall issue a credit against active subscriber accounts of Settlement Class Members to refund the 911 fees charged by the Defendants to those accounts from October 1, 2004 to September 30, 2015, as adjusted by the Ratio;
 - (iii) The Defendant shall cease to charge 911 fees on active subscriber accounts of Settlement Class Members with rate plans pre-dating November 20, 2009 and that otherwise specify such charges or, if such 911 fees continue to be charged, shall issue a credit against each such active subscriber account in the amount of the 911 fees so charged, for so long as the Settlement Class Members remain resident in Northwest Territories, Nunavut, or Yukon (excluding Whitehorse);
 - (iv) For subscriber accounts of Settlement Class Members that are not active, the Defendant shall allocate a sum (the "Refund Amount") reflecting the total amount of 911 fees charged on such accounts from October 1, 2004 to September 30, 2015, as adjusted by the Ratio, and shall thereafter issue and mail, at its expense, to the last known address of each Settlement Class Member with an inactive subscriber account a refund cheque in the amount of the 911 fees charged from October 1, 2004 to September 30, 2015 to the inactive subscriber account of that Settlement Class Member, as adjusted by the Ratio (the "Refund Program");
 - (v) To the extent refund cheques issued and mailed under the Refund Program are not deliverable, are returned to sender or are not negotiated within six months of issuance, any remaining portion of the Refund Amount shall not revert to the Defendant's use and benefit but instead shall be paid, as a *pro pres* payment to the benefit of Settlement Class Members, to Stanton Territorial Health Authority;

ARTICLE IV
RELEASES AND DISMISSALS

4.1 Release of Releasees

Upon the Effective Date, in exchange for the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasers forever and absolutely release the Releasees from the Released Claims.

4.2 No Further Claims

Upon the Effective Date, the Releasers agree not to institute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto.

4.3 Dismissal of the Class Action

Upon the Effective Date, the Class Action shall be dismissed with prejudice and without costs as against the Defendant.

ARTICLE V
NOTICE TO CLASS

5.1 Notice Required

The Plaintiffs and the Class shall be given the following notices: (1) Notice of Settlement Hearing, as approved in the First Order, and (2) Notice of Settlement Approval, as approved in the Second Order.

5.2 Method of Disseminating Notices

The notices required under Article 5.1 shall be disseminated as follows:

- (a) the Notice of Settlement Hearing shall distributed as follows:
 - (i) Class Counsel shall post Schedule 1(a) to the First Order (the "**Long Form Settlement Hearing Notice**") on the website of Class Counsel, www.thetorontolawyers.ca, within ten [10] days of the pronouncement of the First Order. The Long Form Settlement Hearing Notice will remain on a publically accessible webpage on the Class Counsel's website until the date set for the hearing of the application to approve this Settlement Agreement (the "**Settlement Approval Hearing**");
 - (ii) the Defendant shall send to all Settlement Class Members, with active subscriber accounts, a SMS (text) message in the form attached as

Schedule 1(b) to the First Order, within ten [10] days of the pronouncement of the First Order;

(iii) the Defendant, at its cost, shall place advertisements in the form attached as Schedule 1(c) to the First Order, to run at least two weeks before the date set for the Settlement Approval Hearing, in the following media: NWT News North, 1 publication; Nunavut News North, 1 publication; Yellowknifer, 2 publications; Northern News digital publication for a 3 day run.

(b) the Notice of Settlement Approval shall distributed as follows.

(i) Class Counsel shall post Schedule 2(a) to the Second Order (the "Settlement Approval Notice") on the website of Class Counsel, www.thetorontolawyers.ca, within ten [10] days of the pronouncement of the Second Order. The Settlement Approval Notice will remain on a publically accessible webpage on Class Counsel's website until, at least, the date that is 180 days after pronouncement of the Second Order.

(ii) the Defendant shall send to all Settlement Class Members, with active subscriber accounts, a notice in the form attached as Schedule 2(b) to the Second Order which notice shall be included in each such Settlement Class Member's account statement where the credit, set out in section 3.1 above, is referenced (the "Account Statement Settlement Approval Notice").

(iii) The Defendant, at its cost, shall send the notice attached as Schedule 2(c) to the Second Order by direct mail, as part of the Refund Program, to the last known address of each Settlement Class Member with an inactive subscriber account (the "Direct Mail Settlement Approval Notice").

ARTICLE VI **MISCELLANEOUS**

6.1 Motions for Directions

(a) Class Counsel and/or Defence Counsel may apply to the Court for directions in respect of the implementation and administration of this Settlement Agreement

(b) All motions contemplated by this Settlement Agreement shall be on notice to the Parties to this Settlement Agreement. For certainty, notice need not be provided to Settlement Class Members in the event of a motion unless so required by the Court.

6.2 Computation of Time

In the computation of time in this Settlement Agreement, except where a contrary intention appears:

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

6.3 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Northwest Territories.

6.4 Entire Agreement

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding or agreement in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

6.5 Amendments

This Settlement Agreement may not be modified or amended except in writing and on consent of the Plaintiff and the Defendants.

6.6 Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of the Representative Plaintiffs, the Settlement Class Members, the Defendants, the Releasers, and the Releasees.

6.7 Counterparts

This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or email signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

6.8 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the parties, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have

no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

6.9 Language

The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English;

6.10 Recitals

The Recitals to this Settlement Agreement are true and form part of the Settlement Agreement

6.11 Schedules

The Schedules annexed hereto form part of this Settlement Agreement.

6.12 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

- (a) he is a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his or its counsel;
- (c) the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.

6.13 Authorized Signatures

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

6.14 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For Plaintiff and for Class Counsel:

LANDY MARR KATS LLP
2 Sheppard Avenue East
Suite 900 (Sheppard Centre)
Toronto, ON M2N 5Y7

Telephone: 416.221.9343
Facsimile: 416.221.8928

Samuel S. Marr
Keith Landy
David Fogel

Email: smarr@lmklawyers.com
klandy@lmklawyers.com
dfogel@lmklawyers.com

For the Defendant and Defence Counsel:

BORDEN LADNER GERVAIS LLP
1200 - 200 Burrard Street
Vancouver, BC, CANADA, V7X 1H2

Telephone: 604.640.4250
Facsimile: 604.622.5876

Robert Deane
Brad Dixon

Email: rdeane@blg.com
bdixon@blg.com

6.15 Date of Execution

The Parties have executed this Settlement Agreement as of the date on the cover page.



James Anderson



Samuel Anderson

Bell Mobility Inc.

Signature of
Authorized Signatory: _____
Name of Authorized
Signatory:

6.15 Date of Execution

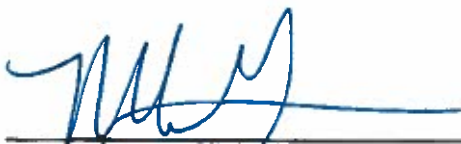
The Parties have executed this Settlement Agreement as of the date on the cover page.

James Anderson

Samuel Anderson

Bell Mobility Inc.

Signature of
Authorized Signatory:
Name of Authorized
Signatory:



Melanie Schweizer

SCHEDULE "A" - FIRST ORDER

Court File No. SICV2007000247

IN THE SUPREME COURT OF THE NORTHWEST TERRITORIES

B E T W E E N:

JAMES DOUGLAS ANDERSON and SAMUEL ANDERSON
on behalf of themselves, and all other members of a class
having a claim against Bell Mobility Inc.

Plaintiffs

and

BELL MOBILITY INC.

Defendant

O R D E R

THIS MOTION made by the Plaintiffs for an Order approving the Notice of Hearing for Settlement Approval and the method of dissemination of that notice was heard this day at Yellowknife, Northwest Territories,

ON READING the materials filed, including the Settlement Agreement between the Plaintiffs and the Defendant, and on hearing the submissions of Class Counsel and the Lawyers for the Defendant.

1. **THIS COURT ORDERS** that the Notice of Hearing for Settlement Approval (the "Notice") is approved substantially in the form attached hereto as Schedules "1(a)", "1(b)" and "1(c)".
2. **THIS COURT ORDERS** that the Notice shall distributed as follows:
 - i. Class Counsel shall post Schedule 1(a) to this Order (the "**Long Form Settlement Hearing Notice**") on the website of Class Counsel, www.thetorontolawyers.ca, within ten [10] days of the pronouncement of this

Order. The Long Form Settlement Hearing Notice will remain on a publicly accessible webpage on the Class Counsel's website until the date of the Settlement Approval Hearing, [insert date from item 3 below], 2016;

- ii. the Defendant shall send to all Settlement Class Members, with active subscriber accounts, a SMS (text) message in the form attached as Schedule 1(b) to this Order, within ten (10) days of the pronouncement of this Order;
- iii. the Defendant, at its cost, shall place advertisements in the form attached as Schedule 1(c) to this Order, to run at least two weeks before the date set for the Settlement Approval Hearing, in the following media: NWT News North, 1 publication; Nunavut News North, 1 publication; Yellowknifer, 2 publications; Northern News digital publication for a 3 day run.

3. **THIS COURT ORDERS** that the Settlement Approval Hearing shall take place on _____, 2016, at Yellowknife, Northwest Territories.

**SCHEDULE "1(a)" – Long Form Settlement Hearing Notice
(Notice to Be Posted on Class Counsel Website)**

**NOTICE OF COURT HEARING FOR SETTLEMENT APPROVAL IN ANDERSON et al. v. BELL
MOBILITY INC.**

READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR RIGHTS.

Who this Notice is For

This notice is for all persons resident in Northwest Territories, Nunavut, and Yukon (excluding Whitehorse) who entered into an agreement with Bell Mobility to receive cellular phone service, were charged 911 fees, and have no 911 live operator where they reside or associated with their telephone number.

What the Action is About

The Court has found the Defendant liable for damages arising from charging 911 fees when no 911 live operator services were available to those persons in Northwest Territories, Yukon (excluding Whitehorse), and Nunavut. The outstanding issue is to quantify the value of the damages.

Proposed Settlement with the Defendant

On May 27, 2011, the Court certified the action *Anderson et al v. Bell Mobility Inc* Court File No. SICV2007000247 (the "Action") as a class proceeding.

The Plaintiffs have now entered into a settlement with the Defendant. The settlement requires court approval before it will become effective. The settlement will end the action against the Defendant.

The Terms of the Proposed Settlement

The settlement resolves the value of the damages owed by the Defendant. Under the settlement, the Defendant will pay to the class members and, as set out below, to Class Counsel and the Representative Plaintiffs the all-inclusive sum of \$1,016,336.57 including interest and court costs (the "Settlement Amount").

The Plaintiffs recommend the settlement to the class. Class Counsel recommends the settlement as fair and reasonable. In reaching the Settlement, Class Counsel considered the estimated total damages suffered by the Class.

A more complete explanation of the settlement and why Class Counsel recommends the settlement will be provided to the Court. The materials Class Counsel will file with the Court for the purposes of seeking approval of the settlement will be available to Class Members, on request, after June 1, 2016.

The settlement agreement and other information regarding the Action, including a copy of the Statement of Claim, are available on Class Counsel's website at: www.thetorontolawyers.ca or may be obtained by calling 1-855-565-5529.

Next Step – Settlement Approval Hearing will be held in Yellowknife, NT

The settlement must be approved by the Court before it can come into effect.

Class Members may, but are not required to, attend the Settlement Approval Hearing that will be held on June 1, 2016, at 10:00 a.m., at the Court House, 5103 – 49th Street, Third Floor Courthouse, Yellowknife, NT.

At the same time, Class Counsel will request that the Court approve their retainer agreement with the Plaintiffs, approve that their legal fees be paid out of the Settlement Amount, and request that a stipend of \$5,000 be paid to the Representative Plaintiffs (the "Stipend"). The legal fees will not exceed 40% of the Settlement Amount, plus disbursements and applicable taxes ("Class Counsel Fees"). Class Counsel Fees and the Stipend will be deducted from the Settlement Amount, before the balance is distributed to Class Members in the manner set out in the settlement agreement.

Each customer of Bell Mobility will get their share of the Settlement Amount, after deduction of Class Counsel Fees and the Stipend, either by way of a credit on their monthly bill if they are still a Bell Mobility customer or, if not, by refund cheque to their last known address. Any refund not cashed within six (6) months will be paid out to _____.

Class Members that approve of or do not oppose the settlement agreement do not need to appear at the Settlement Approval Hearing or take any other action at this time.

CLASS MEMBERS MAY OBJECT

Class Members have the right to object to the proposed settlement, and/or the application that Class Counsel's legal fees be paid out of the Settlement Amount, and/or the distribution of any remaining balance of funds.

Class Members who wish to object should do so in writing. **All comments or objections should be received by Class Counsel (at the address listed below) no later than ●, 2016.** Class Counsel will file any and all such submissions with the Court. Class Members may attend the Approval Hearing whether or not an objection was delivered. The Court may permit Class Members to participate in the Approval Hearing whether or not an objection was made.

A written objection should include:

- (i) the Class Member's name, address, telephone number, fax number (where applicable) and email address;
- (ii) a brief statement outlining why they object to the proposed settlement, to the application for fees, or to the distribution of any remaining balance of funds; and
- (iii) a statement as to whether the objector intends to appear at the Approval Hearing in person or through a lawyer, and, if through a lawyer, the name, address, telephone number, fax number, and email address of the lawyer.

In the Event of Approval, Notice of Approval and the Claims Process will be Delivered

If the settlement is approved by the Court, another notice will be given to the Class along with their credit (for active subscribers) or refund cheque (for former subscribers).

For questions relating to the Action, for further information about the settlement, or to deliver an objection please contact Class Counsel.

Anderson Class Action
Landy Marr Kats LLP
Suite 900 – 2 Sheppard Avenue East,
Toronto, ON, M2N 5Y7

e-mail: smarr@lmklawyers.com
(t): 1-855-565-5529

The Supreme Court of the Northwest Territories cannot answer any questions about the matters in this notice please do not contact the Court regarding this notice.

SCHEDULE 1(b) – Notice to be sent by SMS (text) Message

Free message from Bell. Legal notice re: class action settlement regarding 911 fees. For information, visit www.thetorontolawyers.ca

SCHEDULE "1(c)" – Notice to be Published in Newspapers

**NOTICE OF HEARING FOR THE APPROVAL OF THE PROPOSED SETTLEMENT
OF THE CLASS ACTION CONCERNING 911 FEES FOR BELL MOBILITY
CELLULAR USERS RESIDENT IN NORTHWEST TERRITORIES, NUNAVUT AND
YUKON (EXCLUDING WHITEHORSE)**

If you are or were resident in Northwest Territories, Nunavut and Yukon (excluding Whitehorse) and entered into an agreement with Bell Mobility to receive cellular phone services and were charged 911 fees, you will be affected by a class action settlement with Bell Mobility. Pursuant to the settlement agreement, Bell Mobility has agreed to pay a fixed amount for credits/refunds of 911 fees paid, interest and court costs (the "Settlement Funds"). The settlement agreement requires court approval by the Northwest Territories Supreme Court. The Court will be asked to approve the legal fees (and expenses) to be paid to the class action plaintiffs' counsel out of the Settlement Funds and to approve a protocol for distributing the remainder of the Settlement Funds to class members. Class members may express their views about (including objecting to) the proposed settlement, the protocol for distributing the settlement funds, and the amount payable to class counsel. To do so, you must act by _____, 2016. For full details, visit the website or call the number below.

Questions? Visit www.thetorontolawyers.ca or call 1-855-565-5529

SCHEDULE "B" – SECOND ORDER
Court File No. SICV2007000247

IN THE SUPREME COURT OF THE NORTHWEST TERRITORIES

B E T W E E N:

JAMES DOUGLAS ANDERSON and SAMUEL ANDERSON
on behalf of themselves, and all other members of a class
having a claim against Bell Mobility Inc.

Plaintiffs

and

BELL MOBILITY INC.

Defendant

O R D E R

THIS MOTION made by the Plaintiffs for an order approving the Settlement Agreement entered into with the Defendant was heard this day at Yellowknife, Northwest Territories.

ON READING the materials filed, including the Settlement Agreement attached to this Order as Schedule "1" (the "Settlement Agreement"), the proposed notices attached to this Order as Schedule "2" (the "Notice of Settlement Approval"), and on hearing the submissions of counsel for the Plaintiffs and counsel for the Defendant:

1. **THIS COURT ORDERS AND DECLARES** that for the purposes of this Order the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.
3. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved.
4. **THIS COURT DECLARES** that the Settlement Agreement is incorporated by reference into and forms part of this Order.

5. **THIS COURT ORDERS AND DECLARES** that this Order, including the Settlement Agreement attached as schedule 1 to this Order, is binding upon the Plaintiffs and each Settlement Class Member who has not validly opted-out of this action including those persons who are minors or mentally incapable.
6. **THIS COURT ORDERS AND DECLARES** that each Releasor who has not validly opted-out of this action has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
7. **THIS COURT ORDERS** that each Releasor who has not validly opted-out of this action shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand in respect of the Released Claims.
8. **THIS COURT ORDERS** that all claims of any nature whatsoever relating to the 911 fees charged to the Settlement Class members are barred, prohibited and enjoined.
9. **THIS COURT ORDERS** that the Notice of Settlement Approval (the "Notice") is approved in substantially the form attached hereto as Schedules "2(a)", "2(b)" and "2(c)".
10. **THIS COURT ORDERS** that the Notice be distributed as set out at para. 5.2 of the Settlement Agreement.
11. **THIS COURT ORDERS AND ADJUDGES** that this action be and is hereby dismissed against the Defendant without costs and with prejudice.

SCHEDULE "1" - SETTLEMENT AGREEMENT

SCHEDULE "2" – NOTICES OF SETTLEMENT APPROVAL

Schedule "2(a)" – Settlement Approval Notice (Notice to be Posted to Class Counsel's Website)

NOTICE OF COURT APPROVAL OF SETTLEMENT IN ANDERSON et al. v. BELL MOBILITY INC.

Who this Notice is For

This notice is for all persons resident in Northwest Territories, Nunavut, and Yukon (excluding Whitehorse) who entered into an agreement with Bell Mobility to receive cellular phone service, were charged 911 fees, and have no 911 live operator where they reside or associated with their telephone number.

What the Action was About

The Court has found the Defendant liable for damages arising from charging 911 fees when no 911 live operator services were available to those persons in Northwest Territories Yukon (excluding Whitehorse), and Nunavut. The settlement resolves the value of the damages, interest, and court costs owed by the Defendant and ends the Action.

Approved Settlement

The settlement agreement was approved on ____, 2016 by the Northwest Territories Supreme Court. Under the court-approved settlement agreement, the Defendant will pay to the class members a total of \$1,016,336.57 (the "Settlement Amount").

Class Counsel requested that its legal fees be paid out of the Settlement Amount, and that a stipend be paid to the Representative Plaintiffs. The Court approved that the following amounts be paid out of the Settlement Amount (a) \$_____ in legal fees, disbursements, and taxes to be paid to Class Counsel ("Class Counsel Fees") and (b) \$_____ to be paid to the Representative Plaintiffs as a stipend (the "Stipend").

In accordance with the court-approved settlement agreement, each customer of Bell Mobility will get their share of the Settlement Amount (which is determined by a formula set out in the settlement agreement), after deduction of Class Counsel Fees and the Stipend, either by way of a credit on their monthly bill if they are still a Bell Mobility customer or, if not, by refund cheque to their last known address. Any refund not cashed within six (6) months will be paid out to _____.

The settlement agreement and other information regarding the Action, including a copy of the Statement of Claim, are available on Class Counsel's website at: www.thetorontolawyers.ca or may be obtained by calling 1-855-565-5529.

**Schedule "2(b)" - Account Statement Settlement Approval Notice
(Notice to be Included in Current Subscriber's Account Statements)**

Legal Notice: Class action settlement regarding 911 fees has been approved by the Northwest Territories Supreme Court on [date]. This account statement includes a credit to your account in accordance with that settlement. For information, visit www.thetorontolawyers.ca.

**Schedule "2(c)" – Direct Mail Settlement Approval Notice
(Notice to be Included as Part of Refund Program)**

Legal Notice: Class action settlement regarding 911 fees has been approved by the Northwest Territories Supreme Court on [date]. The enclosed cheque is provided to you in accordance with that settlement. You must deposit or cash this cheque no later than _____, 2016. For information, visit www.thetorontolawyers.ca.

SCHEDULE "2" – NOTICES OF SETTLEMENT APPROVAL

Schedule "2(a)" – Settlement Approval Notice (Notice to be Posted to Class Counsel's Website)

NOTICE OF COURT APPROVAL OF SETTLEMENT IN ANDERSON et al. v. BELL MOBILITY INC.

Who this Notice is For

This notice is for all persons resident in Northwest Territories, Nunavut, and Yukon (excluding Whitehorse) who entered into an agreement with Bell Mobility to receive cellular phone service, were charged 911 fees, and have no 911 live operator where they reside or associated with their telephone number.

What the Action was About

The Court has found the Defendant liable for damages arising from charging 911 fees when no 911 live operator services were available to those persons in Northwest Territories, Yukon (excluding Whitehorse), and Nunavut. The settlement resolves the value of the damages, interest, and court costs owed by the Defendant and ends the Action.

Approved Settlement

The settlement agreement was approved on June 6, 2016 by the Northwest Territories Supreme Court. Under the court-approved settlement agreement, the Defendant will pay to the class members a total of \$1,016,336.57 (the "Settlement Amount").

Class Counsel requested that its legal fees be paid out of the Settlement Amount, and that a stipend be paid to the Representative Plaintiffs. The Court approved that the following amounts be paid out of the Settlement Amount: (a) \$515,737.11 in legal fees, disbursements, and taxes to be paid to Class Counsel ("Class Counsel Fees") and (b) \$5,000 to be paid to the Representative Plaintiffs as a stipend (the "Stipend").

In accordance with the court-approved settlement agreement, each customer of Bell Mobility will get their share of the Settlement Amount (which is determined by a formula set out in the settlement agreement), after deduction of Class Counsel Fees and the Stipend, either by way of a credit on their monthly bill if they are still a Bell Mobility customer or, if not, by refund cheque to their last known address. Any refund not cashed within six (6) months will be paid out to the Stanton Territorial Health Authority.

The settlement agreement and other information regarding the Action, including a copy of the Statement of Claim, are available on Class Counsel's website at: www.thetorontolawyers.ca or may be obtained by calling 1-855-556-5529.

**Schedule “2(b)” – Account Statement Settlement Approval Notice
(Notice to be Included in Current Subscriber’s Account Statements)**

Legal Notice: Class action settlement regarding 911 fees has been approved by the Northwest Territories Supreme Court on June 6, 2016. This account statement includes a credit to your account in accordance with that settlement. For information, visit www.thetorontolawyers.ca.

**Schedule “2(c)” – Direct Mail Settlement Approval Notice
(Notice to be Included as Part of Refund Program)**

Legal Notice: Class action settlement regarding 911 fees has been approved by the Northwest Territories Supreme Court on June 6, 2016. The enclosed cheque is provided to you in accordance with that settlement. You must deposit or cash this cheque no later than six (6) months from the date of issuance. For information, visit www.thetorontolawyers.ca.

S1 CV2007 000247

**IN THE SUPREME COURT OF THE
NORTHWEST TERRITORIES**

BETWEEN

JAMES DOUGLAS ANDERSON and
SAMUEL ANDERSON on behalf of
themselves, and all other members of a class
having a claim against Bell Mobility Inc.

Plaintiffs

- and -

BELL MOBILITY INC.

Defendant

ORDER

LANDY MARR KATS LLP
Barristers & Solicitors
900-2 Sheppard Avenue East
Toronto, Ontario, M2N 5Y8

Samuel S. Marr
David Fogel
p: 416-221-9343
f: 416-221-8928

c/o Lormit Professional Services
Yellowknife
(Nyon Communications)
Courier Address: 2nd Floor,
4619-49 Street, Yellowknife, NT
X1A 1P3
Mailing Address: P.O. Box 2112
Yellowknife, NT X1A 2P6
Phone: 867-988-5676
Fax: 866-439-0040

Lawyers for the Plaintiffs

