

NOTICE OF HEARING FOR THE APPROVAL OF THE PROPOSED SETTLEMENT OF THE CLASS ACTION CONCERNING CONTRACT TERMINATION FEES AND SERVICE CANCELLATION FEES FOR RESIDENTIAL LANDLINE TELEPHONE SERVICE

Robert Morin and Serge Barbeau (Plaintiffs) v. Bell Canada (Defendant)
(Superior Court, District of Laval: 540-06-000006-108)

This notice could affect your rights. Please read it carefully.

1. PURPOSE OF THIS NOTICE

On November 18, 2011, the Superior Court of Québec authorized the institution of a class action against Bell Canada on behalf of persons belonging to the following group:

All natural and legal persons with less than fifty (50) employees in the twelve (12) months preceding this action, residing or having resided in Quebec, and who, having benefited from a Bell Canada residential (landline) telephone service, were charged service cancellation fees or contract termination fees by that company since October 1, 2007 under a contract entered into before June 30, 2010.

Plaintiffs allege that the contract termination fees and the service cancellation fees charged by Bell Canada to its subscribers who terminated their residential landline telephone services before the expiry of their contracts or without the giving of a prior notice of 30 days, were abusive and disproportionate.

Bell Canada denies any fault or obligation whatsoever in connection with the class action.

Since the authorization of this action, the parties have concluded an out-of-court settlement, without any admission of liability on the part of Bell Canada. This settlement is conditional upon the approval of the Superior Court of Québec.

This Notice sets forth a summary of the proposed settlement, of the date of the hearing for its approval and of the rights of the members of the group in that regard.

2. TERMS AND CONDITIONS OF THE PROPOSED SETTLEMENT

The settlement agreement provides that in complete and final settlement of all claims connected with this class action, Bell Canada shall pay a total amount of \$786,571, to be divided as follows:

- i) \$226,090.26 for the legal fees of the Plaintiffs' counsel, which sum represents 25% of the total amount paid by Bell Canada under the transaction, and to which amount applicable taxes must be added;

- ii) \$35,000 for costs of publication of the Notice of Settlement and the administration of the settlement;
- iii) the balance, \$525,480.72, being the amount which will be paid by Bell Canada to 31,056 members entitled to an indemnity under the terms of the proposed settlement.

A member shall be entitled to an indemnity if he/she **paid contract termination fees** following the cancellation before term of a Home Phone Package and if his/her services were the object of forbearance from regulating by the Canadian Radio-television and Telecommunications Commission when he/she subscribed to the Home Phone Package.

If a member is entitled to an indemnity, a cheque for \$16.92 will be sent to him/her by mail to his/her last address known to Bell Canada, without having to take any further action. If the member has moved since the cancellation of his/her services, he/she must contact Plaintiffs' counsel no later than April 24, 2013, by filling out the contact information update form on their website, or by contacting them, by telephone or by fax, to update his/her contact information.

Any cheque not cashed within 6 months from its date of issuance will be deemed to form part of the balance and will be paid to the *Mental Illness Foundation*.

No indemnity will be granted in respect of the contract termination fees. However, if landline telephone services were the object of forbearance from regulating by the Canadian Radio-television and Telecommunications Commission when the member subscribed to the Home Phone Package, those fees shall be cancelled and Bell Canada shall take the best possible means to terminate the recovery process.

Service cancellation fees, on the other hand, will not be cancelled and will not be the object of any indemnification.

The foregoing text is a summary of the settlement agreement and is not intended to provide a complete description thereof. Members may obtain a copy of the proposed settlement on the website of Plaintiffs' counsel or from the office of the Superior Court for the District of Laval.

The terms and conditions of the proposed settlement are subject to the approval of the Court.

3. SETTLEMENT APPROVAL HEARING

The hearing with respect to the approval of the settlement, and of the amount of the legal fees of Plaintiffs' counsel, will take place on April 25, 2013 at 9:30 a.m., in Room 2.03 of the Laval Court House.

At the hearing, the Court will consider the comments or objections to the settlement that have been duly submitted.

A member of the group wishing to comment upon or to oppose the approval of the settlement must do so in writing (by mail, email or fax) and submit the whole to the Plaintiffs' counsel, no later than April 24, 2013.

Any comment or objection shall contain the following information:

- a) the name, address, telephone number, fax number and email address (if applicable) of the objector;
- b) a brief statement setting forth his/her comments or grounds for objecting;
- c) whether or not he/she intends to be present at the settlement approval hearing or to be represented there by counsel, and, if applicable, the counsel's contact information (name, address, telephone and fax numbers and email address).

An opposition form is available on the website of the Plaintiffs' counsel.

A member who does not object to the approval of the settlement is not obliged to indicate his/her acceptance of the proposed settlement to the Court.

Although they are not required to do so, the members of the group, whether or not they have made any comments or objections, may attend the approval hearing, in person or represented by counsel.

4. THE EFFECT OF APPROVAL OF THE PROPOSED SETTLEMENT

If the proposed settlement is approved by the Court, the members of the group shall then be bound by its terms, unless you have already excluded yourselves from the action. This means that any person who has not already requested to be excluded from the group may not take any action or pursue any other claim or legal proceeding against Bell Canada with respect to the allegations contained in the pleadings.

On the other hand, if a member has excluded himself/herself from the group, he/she shall not be bound by the settlement and may not avail themselves of any benefit resulting therefrom.

5. ADDITIONAL INFORMATION

For additional information, please contact Plaintiffs' counsel:

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Publication of this notice has been authorized by the Superior Court of Québec.