

**NATIONAL SETTLEMENT AGREEMENT**

Made as of August 30, 2024

Between

**ISABELLE DANEAU and MICHAEL HORNBROOK**

And

**BELL CANADA,  
BELL EXPRESSVU LIMITED PARTNERSHIP and BELL MOBILITY INC.**

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## SETTLEMENT AGREEMENT

### SECTION 1. RECITALS

**WHEREAS**, on June 29, 2011, Mrs. Huguette Charbonneau-Daneau, acting as plaintiff (the “**Original Plaintiff**”), filed against the Defendants Bell Canada and Bell ExpressVu Limited Partnership an *Application for Authorization to Institute a Class Action and to Obtain the Status of Representative Plaintiff* with supporting exhibits, which proceedings were subsequently amended on December 13, 2013 (the “**Québec Class Action**”);

**WHEREAS** Siskinds LLP commenced on behalf of Michael Hornbrook in matter bearing number CV-11-45664-00 CP a parallel action in Ontario against the Defendants Bell Canada, Bell Mobility Inc. and Bell ExpressVu Limited Partnership (the “**Ontario Class Action**”) and has agreed to stay the Ontario Class Action in favour of the Québec Class Action, until the resolution of the Québec Class Action (the Ontario Class Action and Québec Class Action collectively referred to as the “**Class Actions**”);

**WHEREAS** the Québec Class Action was authorized as a class action on June 9, 2014;

**WHEREAS** the class in the Québec Class Action has been split by an order on November 25, 2015, as follows:

*“Any individual in Canada who subscribed to the wireline telephone, Internet and/or television services (the “**Services**”) of Bell Canada and/or Bell ExpressVu Limited Partnership as a result of a door-to-door visit between December 1, 2007, and June 29, 2011, inclusively, and who was billed at rates higher than those indicated for the Services;”*

and

*“Any individual in Canada who subscribed to the wireline telephone, Internet and/or television services (the “**Services**”) of Bell Canada and/or Bell ExpressVu Limited Partnership because of an advertisement between December 1, 2007, and June 29, 2011, inclusively, and who was charged additional mandatory charges such as Touch-Tone, Internet modem rental, MSN Premium Service, network access, digital service, HD receiver rental for PVR Fibe TV and/or long distance network connection.”*

**WHEREAS** the proceedings are ongoing on the merits of the case;

**WHEREAS** on March 31, 2017, the Defendants filed their brief outline of defence (the “**Defence**”), denying any wrongdoing or liability to the Original Plaintiff or the class members in connection to the Québec Class Action;

**WHEREAS** in their Defence, the Defendants set out that they did not provide false or misleading representations regarding the price of the Services and the recurring non-optional fees mentioned in the amended *originating application*;

**WHEREAS** in their Defence, the Defendants also set out the various ways in which their advertisements and representations complied with all applicable legal provisions;

**WHEREAS**, on June 2, 2020, Ms. Isabelle Daneau became the representative plaintiff in the present matter (the “**Current Plaintiff**”);

**WHEREAS** the Defendants have denied and continue to deny the merits of Plaintiffs' allegations and claims in the Class Actions, and have denied and continue to deny any wrongdoing or liability of any nature whatsoever, towards the Plaintiffs and the classes;

**WHEREAS** the Parties nonetheless intend and desire to compromise, resolve, dismiss and release all allegations and claims for damages or other relief that are set forth in the Class Actions (including allegations and claims relating to the marketing and selling of Services between December 1, 2007, and June 29, 2011) that have been or could have been brought against any Defendants in the Class Actions and in any action filed, litigation pending or claim pursued in Canada by any plaintiff, person or entity who is a member of the class;

**WHEREAS** the Parties have been engaged in a confidential negotiation and mediation process before the Honourable François Rolland, with a view to settling the Class Actions without any admission of liability;

**WHEREAS** the Parties have, through the mediation process presided by the Honourable François Rolland, entered into an agreement in principle to settle the Class Actions, in accordance with the terms set out below, the Settlement being intended to fully and definitively resolve all claims relating directly or indirectly to the Class Actions, all claims that have been or could have been asserted by the Plaintiffs and the members of the classes in the Class Actions against the Defendants and to avoid further litigation, expenses and resulting inconvenience, as well as to remove the distraction of burdensome and protracted litigation;

**WHEREAS** the 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 Plaintiffs' claims, and having regard to the burden and expenses associated with prosecuting the Class Actions, including the risks, delays and uncertainties associated with trials and appeals, have concluded that this Settlement agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they represent;

**WHEREAS** this Settlement is entered into without any admission of liability and solely to avoid the inconveniences and the costs associated with a trial;

**WHEREAS** the Parties agree that this Settlement agreement, any statement made in the negotiation thereof, and its approval by the Court, if any, will not constitute an admission by the Defendants of any fault, liability or of the existence of damages of any kind, all of which the Defendants expressly deny;

**WHEREAS** the Parties expressly agree that this Settlement agreement, including the appendices attached hereto, form, once approved by the Court, the entire agreement between them, to the exclusion of any term or representation not expressly reproduced herein, and supersedes any prior agreement, whether written or verbal, reached with respect to the settlement of the Class Actions;

**NOW THEREFORE**, subject to the approval of this Settlement by the Court, in consideration of the undertakings, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of being legally bound, the Parties agree as follows:

## SECTION 2. DEFINITIONS

For the purpose of this Settlement only, including the appendices attached hereto:

- 2.1. **“Approval Hearing”** means the hearing to be conducted by the Court to determine whether the Settlement should be approved pursuant to article 590 of the *Code of civil procedure* (CQLR c C-25.01; **“CCP”**);
- 2.2. **“Approval Judgment”** means the judgment approving the Settlement;
- 2.3. **“Charitable Payment”** means five hundred fifty thousand Canadian dollars (**\$550,000.00**);
- 2.4. **“Charity Organizations”** means Maison le Paravent, Fondation Refuge des Jeunes de Montreal, Women’s Hostels Incorporated, Operating As: Nellie’s Women’s Shelter and Eva’s Initiatives for Homeless Youth;
- 2.5. **“Class Actions”** refers collectively to:
- i) the Québec Class Action proceeding brought by the Original Plaintiff, Huguette Charbonneau Daneau, before the Superior Court of Quebec, bearing the number 500-06-000572-111, in the judicial district of Montreal;
- and
- ii) the Ontario Class Action brought by plaintiff Michael Hornbrook before the Superior Court of Justice of Ontario, bearing the number CV-11-435664-00CP;
- 2.6. **“Class Counsel”** refers to the law firms of Paquette Gadler Inc., represented by Mtre. Guy Paquette, Siskinds Desmeules s.e.n.c.r.l., represented by Mtre. Caroline Perrault, and Siskinds LLP, represented by Mtre. Daniel Bach;
- 2.7. **“Class Counsel Fees”** means eight hundred eighty thousand Canadian dollars (**\$880,000.00**), plus applicable taxes. This amount is over and above the Settlement Amount;
- 2.8. **“Class Members”** refers to all persons included in the group definition of the Class Actions;
- 2.9. **“Credit-Eligible Class Members”** refers to:
- i) the Plaintiffs, and
  - ii) the Class Members who subscribed to the Defendants’ wireline telephone, Internet and/or television services between June 29, 2008, and June 29, 2011, and were customers of Bell Canada or Bell ExpressVu Limited Partnership from that time to the Distribution Date;
- 2.10. **“Credits”** means two million nine hundred seventy thousand Canadian dollars (**\$2,970,000.00**);
- 2.11. **“Class Period”** refers to the period between December 1, 2007, and June 29, 2011, inclusively;
- 2.12. **“Court”** refers to the Superior Court of Quebec;

- 2.13. **“Defendants”** refers to Bell Canada, Bell ExpressVu Limited Partnership and Bell Mobility Inc.;
- 2.14. **“Distribution Date”** means two (2) billing cycles after the Effective Date for the Credits and fifteen (15) days after the Effective Date for the Charitable Payment and Class Counsel Fees and Disbursements;
- 2.15. **“Disbursements”** refers to the maximum amount of a hundred fifty thousand Canadian dollars (**\$150,000**) payable to Class Counsel, plus applicable taxes. This amount is over and above the Settlement Amount;
- 2.16. **“Effective Date”** means the date on which the discontinuance of the Ontario Class Action becomes effective;
- 2.17. **“Notice to Members”** means the notice to inform Class Members of the Approval Hearing, of the main terms of the Settlement, and of their right to object to the Settlement, as set out in Appendix A hereto;
- 2.18. **“Notice Costs”** refers to the costs related to the publication of the Notice to Members. This amount is payable by the Defendants and over and above the Settlement Amount;
- 2.19. **“Parties”** refers to the Plaintiffs and the Defendants;
- 2.20. **“Plaintiffs”** refers to Isabelle Daneau and Michael Hornbrook;
- 2.21. **“Released Claims”** means any and all claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties, and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that the Releasers, 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 fact or conduct, whether in Canada or elsewhere, alleged in the Class Action in relation to their subscription to any one of the Defendants' services between December 1, 2007, and June 29, 2011, inclusively and the charge of mandatory additional fees such as, but not limited to, those relating to Touch-Tone, Internet modem rental, MSN Premium Service, network access, digital service, HD services, rental for Fibe TV PVR and/or long-distance network connection. For greater certainty, claims in matters bearing number 500-06-000529-103, 500-06-000590-121 and 500-06-001171-210 are not included in the Released Claims in any manner whatsoever;
- 2.22. **“Settlement”** means this agreement, including the appendices;
- 2.23. **“Settlement Amount”** means the Credits and the Charitable Payment;

### **SECTION 3. THE SETTLEMENT**

#### **Settlement Amount**

- 3.1. The Parties agree that payment of the Settlement Amount by the Defendants shall settle definitively all claims by the Plaintiffs and the Class Members alleged in the Class Actions.

**Notice to members**

- 3.2. Save for notification requirements under applicable legislation, or as may be required to advise the Court as to the status of the litigation, there shall be no public disclosure of the existence or contents of this Agreement until the signed Settlement is filed with the Court, except by way of: (a) the Notice to Members; (b) as may be required to advise Class Members of the particulars of the Settlement for the purposes of administering the Settlement, and (c) if otherwise agreed to by the Parties.
- 3.3. Class Counsel shall bring an application before the Court seeking an order to approve the Notice to members.
- 3.4. Class Counsel shall ensure that the Notice to Members approved by the Court be published and distributed in the manner ordered by the Court and by a date set by the Court at the exclusive expense of the Defendants.
- 3.5. Class Members may object to this Settlement, Class Counsel Fees or related matters following the procedure set out in the Notice to Members and using the form attached as Appendix B. Class Counsel will provide the Defendants with any objections no later than five (5) business days after the end of the period provided for in the Notice to Members.

**Approval of the Settlement**

- 3.6. Class Counsel shall bring an application before the Court seeking the Approval Hearing at least thirty (30) days after the Notice is distributed per section 3.4.
- 3.7. Class Counsel shall bring the necessary applications with supporting documents before the Court for approval of the Class Counsel Fees and Disbursements.
- 3.8. The Defendants shall be on notice of any motion regarding Class Counsel Fees and Disbursements but shall take no position on any such motion.

**Discontinuance of the Ontario Class Action**

- 3.9. Following and subject to the approval of the Court, Class Counsel will diligently obtain a discontinuance of the Ontario Class Action.
- 3.10. Class Counsel undertakes to file a motion in order to obtain such discontinuance within fifteen (15) days after the Approval Judgment.
- 3.11. In the event that the Ontario Court declines to discontinue the Ontario Class Action, the Settlement shall be terminated.

**Distribution of the Credits, Charitable Payment, Class Counsel Fees, Disbursements and Notice Costs**

- 3.12. Subject to the approval of the Court and the discontinuance of the Ontario Class Action, the Credits will be remitted and distributed as follows:
  - a) On the Distribution Date, the Defendants will distribute the Credits to Credit-Eligible Class Members as follows:
    - i. The Credits will be divided equally among one hundred ten thousand (**110,000**) Credit-Eligible Class Members as a one-time price reduction in the amount of twenty-seven Canadian dollars (**\$27**) (*i.e.* equivalent to a cash payment credited

towards their monthly balance owed to the Defendants). The price reduction, along with all applicable taxes, will be credited to each member's account and appear on their invoice within two (2) billing cycles following the Effective Date. The price reduction applied to each eligible account will be the same regardless of the number of services subscribed to or the number of subscribers on the account;

- ii. In the event that the number of Credit-Eligible Class Members is greater or lesser than one hundred ten thousand (**110,000**), then the amount of the one-time price reduction will be prorated accordingly. The Settlement Amount will be divided equally amongst the Credit-Eligible Class Members, such that the amount of the one-time price reduction will be calculated as follows:

$$\frac{\mathbf{\$2,970,000.00}}{\text{Number of Credit-Eligible Class Members}} = \text{One-time price reduction amount (\$)}$$

- iii. Class Members who are not Credit-Eligible Class Members will not be entitled to any credit on their invoice or other compensation.

3.13. Within fifteen (15) days of the Effective Date, the Defendants will pay the Charitable Payment approved by the Court to the Charity Organizations as indirect compensation for the benefit of Class Members who are not Credit-Eligible Class Members. The payment shall be less any amounts payable to the *Fonds d'aide aux actions collectives*, pursuant to section 42 of the Act respecting the *Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with Article 1. (2°) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, R.S.Q. c. F-3.2.0.1.1, r. 2. For the purposes of calculating the amount payable to the Fonds d'aide aux actions collectives, 23% of the payment will be notionally allocated to Quebec. The payments shall be in the following amounts:

- a) Maison le Paravent: \$200,000
- b) Fondation Refuge des Jeunes de Montreal: \$75,000
- c) Women's Hostels Incorporated, Operating As: Nellie's Women's Shelter: \$200,000
- d) Eva's Initiatives for Homeless Youth: \$75,000

3.14. Within fifteen (15) days of the Effective Date, the Defendants shall pay the Class Counsel Fees, Disbursements and the Notice Costs, plus applicable taxes, approved by the Court.

3.15. All expenses related to the distribution of the Settlement Amount, including, without limitation, any tasks and/or actions required from the Defendants in relation to same pursuant to this Settlement and/or the Law, as well as all Notice Costs, including applicable taxes in all cases, will be supported by the Defendants.

**Accountability**

3.16. Within ninety (90) days of the Distribution Date, the Defendants shall file with the Court a report of its distribution of the Settlement Amount.

### **Closing Judgment**

- 3.17. Within thirty (30) days of the filing in the court record of the Defendants' report of its distribution of the Settlement Amount, the Parties shall request the Court to issue a closing judgment.

### **Condition**

- 3.18. Subject to Section 3.19 hereof, the Settlement is conditional upon its approval by the Court, failing which it shall be deemed null and void and the Parties and Class Members shall then be returned to the state in which they were prior to the signing of the Settlement.
- 3.19. In the event that the Court approves the Settlement, but does not approve the Class Counsel Fees and Disbursements, the Settlement will remain effective and binding upon the Parties.

### **Other Costs**

- 3.20. Class Counsel will not claim any other fees, disbursements or expenses (including but not limited to any amount that must be reimbursed to the *Fonds d'aide aux actions collectives* by Class Counsel in relation to the present Class Actions) from anyone in relation to the Class Actions, except for Class Counsel Fees, Disbursements and the Notice Costs.

## **SECTION 4. RELEASE**

- 4.1. In consideration of the Settlement, and upon the Effective Date, the Plaintiffs and the Class Members, on their own behalf and on behalf of their heirs, predecessors, representatives, assignees, beneficiaries, successors and successors in title, give full and final release to the Defendants, their predecessors, representatives, parent companies, affiliates, member companies, subsidiaries and/or other related companies, former and current officers, directors, employees, shareholders, agents, mandataries, sales representatives, successors, successors in title, assignees, beneficiaries and successors in title, attorneys and insurers with respect to the Released Claims.
- 4.2. The Parties declare that they understand the meaning of this release and/or any relevant legislation relating to restrictions on releases. In this respect, the Parties declare that they have benefited from the advice of their respective lawyers.

## **SECTION 5. TERMINATION**

- 5.1. In the event that: the Court declines to approve this Settlement or any material part hereof, and/or in the event the Ontario Court declines to discontinue the Ontario Action, this Agreement shall be terminated and, except as provided for in Section 3.2, this Section 5 and Sections 6.3 and 6.4, it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.
- 5.2. For the purpose of Section 5.1 it is expressly agreed that the failure or refusal of the Court to grant or approve, in whole or in part, the request for Class Counsel Fees as provided herein, shall not constitute or be deemed or construed to be a refusal or failure by the Court to approve this Settlement or any material part hereof and shall not provide any basis for the termination of this Settlement.



- 5.3. If the Settlement is terminated, this Section 5 and the provisions of Sections 3.2, 6.3, 6.4 and 6.12, shall survive the termination and continue in full force and effect. The definitions set out in Section 2 shall survive only for the limited purpose of the interpretation and implementation of this Section 5 and the provisions of Sections 3.2, 6.3, 6.4 and 6.12, within the meaning of this Settlement, but for no other purposes. All other provisions of this Settlement and all other obligations pursuant to this Settlement shall be null and void and of no force or effect. The Parties expressly reserve all of their respective rights if this Settlement does not become effective or if this Settlement is terminated.

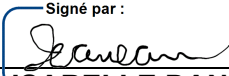
## **SECTION 6. MISCELLANEOUS PROVISIONS**

- 6.1. The Settlement reflects the entire agreement between the Parties and replaces all previous agreements between them, if any. The Parties declare and confirm that no declaration, including an oral declaration, has been made that is not contained in the Settlement. The Parties also agree that the Settlement may only be amended by a written instrument signed by all signatories of this Settlement and submitted to the Court for approval and that such amendment shall only take effect if the Court issues a final judgment approving it.
- 6.2. This Settlement constitutes a transaction within the meaning of article 2631 *Civil Code of Québec* (CQLR c CCQ-1991) and article 590 CCP.
- 6.3. Whether or not this Settlement is terminated or approved, this Settlement agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement, and any action taken to carry out this Settlement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Defendants, or of the truth of any of the claims or allegations contained in the Class Actions or any other pleading filed by the Plaintiffs.
- 6.4. The Parties agree that, whether or not the Settlement is terminated or approved, this Settlement agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement, and any action taken to carry out this Settlement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve or enforce this Settlement, or to defend against the assertion of claims hereby released, or as otherwise required by law.
- 6.5. The Notice to Members shall be the only notice with respect to the Settlement and, following the Approval Judgment or closing judgment, no other notice shall be published or disseminated to Class Members, notwithstanding article 591 of the CCP. The Notice to Members will be published for one day, on a Saturday, in The Gazette, The Globe and Mail, Le Soleil and La Presse in ¼ of a page format or its digital equivalent.
- 6.6. The Court retains exclusive and continuing jurisdiction over the Class Actions and any dispute relating to the Settlement, including any dispute relating to its interpretation, the enforcement of its terms, conditions and obligations.
- 6.7. Any communication with respect to the implementation and execution of the Settlement must be made in writing, either by mail, courier or email, to Mtre. Caroline Perrault of Siskinds Desmeules s.e.n.c.r.l. and Mtre. Guy Paquette of Paquette Gadler inc.

- 6.8. The Parties shall use their best efforts and undertake to act diligently and in good faith and to cooperate with one another to obtain prompt approval of the Settlement by the Court and to implement it thereafter.
- 6.9. Class Counsel or the Defendants may apply to the Court for directions or the resolution of a dispute in respect of the implementation and administration of the Settlement.
- 6.10. All applications contemplated by this Settlement shall be on notice to the Parties on a without costs basis.
- 6.11. Where this Settlement requires that notice be provided to one or several of the Parties, or any other communication or document, such notice, communication or document shall be provided by email to the representatives for the Parties to whom notice is being provided, as identified below under the signatures of the Parties.
- 6.12. The Settlement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and an electronic signature shall be deemed an original signature for purposes of executing this Settlement.
- 6.13. The Settlement is governed by the law in force in Quebec.
- 6.14. The Parties submit exclusive jurisdiction of the Superior Court, judicial district of Montreal.
- 6.15. The Parties acknowledge that they have requested that the Settlement be drawn in English. *Les parties reconnaissent avoir exigé que la présente transaction soit rédigée en anglais.*
- 6.16. Each of the Parties hereby affirms and acknowledges that:
  - a) he, she or 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;
  - b) the terms of this Settlement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
  - c) he, she or the Party's representative fully understands each term of the Settlement and its effect; and
  - d) other than what is expressly set forth in the Settlement, 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.

[Signatures on next page]

Signé par :



**ISABELLE DANEAU**

DocuSigned by:

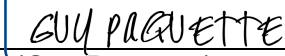


**MICHAEL HORN BROOK**

**PAQUETTE GADLER INC.**

**PER:**

DocuSigned by:



(Guy Paquette)

Paquette Gadler Inc. for Isabelle Daneau and the Class Members she represents

353 Rue Saint-Nicolas, Bureau 200  
Montréal, Québec H2Y 2P1  
Email: [gpaquette@paquettegadler.com](mailto:gpaquette@paquettegadler.com)

**SISKINDS DESMEULES S.E.N.C.R.L.**

**PER:**

Signé par :



(Caroline Perrault)

Siskinds Desmeules for Isabelle Daneau and the Class Members she represents

43 Rue De Buade # 320  
Québec City, Quebec G1R 4A2  
Email : [caroline.perrault@siskinds.com](mailto:caroline.perrault@siskinds.com)

**SISKINDS LLP**

**PER:**

Signed by:



(Daniel Bach)

Siskinds LLP for Michael Hornbrook and the Class Members he represents

65 Queen Street West, Suite 1155  
Toronto, Ontario M5H 2M5  
Email: [daniel.bach@siskinds.com](mailto:daniel.bach@siskinds.com)

**MCCARTHY TÉTRAULT LLP**

**PER:**

Signé par :



(Emmanuelle Poupart)

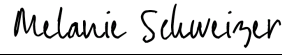
McCarthy Tétrault LLP for the Defendants

1000 Rue De la Gauchetière Ouest  
Suite MZ400  
Montréal, Québec H3B 0A2  
Email: [epoupart@mccarthy.ca](mailto:epoupart@mccarthy.ca)

**BELL CANADA, BELL MOBILITY INC. AND BELL EXPRESSVU LIMITED PARTNERSHIP**

**PER:**

DocuSigned by:



(Melanie Schweizer)

Bell Canada, Bell Mobility Inc. and Bell Expressvu Limited Partnership  
*I have the authority to bind Bell Canada, Bell Mobility Inc. and Bell Expressvu Limited Partnership*

## **APPENDIX A – NOTICE OF CLASS ACTIONS SETTLEMENT**

### **NOTICE OF NATIONAL SETTLEMENT OF BELL CANADA/BELL EXPRESSVU LIMITED PARTNERSHIP/BELL MOBILITY INC. CLASS ACTIONS**

Read this notice carefully. It may affect your legal rights.

#### **THIS NOTICE IS DIRECTED TO:**

If you were, or if you became, a Bell customer between December 2007 and June 2011, and you subscribed to home telephone, Internet, television and/or wireless services your rights may be affected by a national class actions settlement and by this notice.

#### **WHAT ARE THESE CLASS ACTIONS ABOUT?**

On June 29, 2011, a proposed class action was commenced in Quebec against Bell Canada, Bell Mobility Inc. and Bell ExpressVu Limited Partnership ("Bell").

On September 22, 2011, a similar action was commenced in Ontario against Bell on behalf of all persons in Canada (excluding Québec) (the "Ontario Action"). The action filed in Québec was expanded to be a national class action for all of Canada.

On June 9, 2014, the Superior Court of the judicial district of Montreal authorized a class action against Bell Canada and Bell ExpressVu which seeks compensation for customers in Canada who subscribed to home telephone, Internet and/or television services (the "Services") in any one of the following situations:

- Any physical person in Canada having subscribed to any one of the Services following a door-to-door visit between December 1, 2007, and June 29, 2011, inclusively and who was charged fees higher than those which had been indicated;
- Any physical person in Canada having subscribed to any one of the Services on the basis of an advertisement between December 1, 2007, and June 29, 2011, inclusively and who was charged mandatory additional fees such as those relating to Touch-Tone, Internet modem rental, MSN Premium Service, network access, digital service, HD services, rental for Fibe TV PVR and/or long-distance network connection.

Consequently, the Ontario Action was stayed.

Although Bell denies all allegations, the parties and their counsel reached an agreement in principle, without admission of any kind, to resolve the claims on a national basis.

#### **TERMS OF THE PROPOSED SETTLEMENT AND DISTRIBUTION**

Without admission of any kind, Bell will pay \$2,970,000 to fully and definitively settle these class actions for the purpose of avoiding further costs and putting a definitive end to these litigations and to all related claims.

This amount will be divided equally amongst the class members who subscribed to Bell's Services between December 1, 2007 and June 29, 2011, and were customers of Bell from that time to the distribution date ("Credit-Eligible Class Members"). Credit-Eligible Class members will receive a one-time price reduction on their monthly invoice in the form of a credit to the Bell account, subject to Court approval. The credit applied to each eligible account will be the same regardless of the number of services subscribed to or the number of subscribers on the account.

In addition to the payments to Credit-Eligible Class members, Bell will pay an additional \$550,000 to four Charity Organizations less any amount payable to the Fonds d'aide aux actions collectives: Maison le Paravent, Fondation Refuge des Jeunes de Montréal, Women's Hostels Incorporated, Operating As: Nellie's Women's Shelter and Eva's Initiatives for Homeless Youth, all of which serve unhoused people. With respect to the legal fees of this class action, Bell will pay an additional \$880,000 for lawyers' fees plus applicable taxes as well as an additional \$150,000 for disbursements plus applicable taxes.

As part of the settlement, counsel for the Ontario Action have agreed to discontinue the Ontario Action.

The Settlement Agreement may be viewed at [\[insert website\]](#)

### **SETTLEMENT APPROVAL HEARING AND OBJECTION**

The Superior Court of Québec will hold an approval hearing to consider the settlement and legal fees at the Montreal Courthouse located at 1, Notre-Dame Street East, Montreal (Quebec), H2Y 1B6, on [XXXXXX](#), 2024.

If you wish to object to the approval, you may do so by submitting your objection form, available at [\[link\]](#), to the addresses provided below no later than [XXXXXX](#), 2024, 5pm EST.

**If you have any questions, please contact class counsel at:**

**PAQUETTE GADLER INC.**

353, rue Saint-Nicolas  
Bureau 200  
Montréal, Québec H2Y 2P1

Email: [gpaquette@paquettegadler.com](mailto:gpaquette@paquettegadler.com)

**SISKINDS DESMEULES S.E.N.C.R.L.**

43, rue De Buade  
Bureau 320  
Québec City, Québec G1R 4A2

Email : [recours@siskinds.com](mailto:recours@siskinds.com)

**SISKINDS LLP**

65 Queen Street West  
Suite 1155  
Toronto, Ontario M5H 2M5

Email: [bellclassaction@siskinds.com](mailto:bellclassaction@siskinds.com)

**PUBLICATION OF THIS NOTICE HAS BEEN APPROVED BY THE SUPERIOR COURT OF QUÉBEC**

**APPENDIX B – OBJECTION FORM**

**NATIONAL SETTLEMENT OF BELL CANADA/BELL EXPRESSVU LIMITED PARTNERSHIP/BELL MOBILITY INC. CLASS ACTION**

**OBJECTION FORM**

**DEADLINE: XXXX, 2024**

ONLY SUBMIT THIS FORM IF YOU WISH TO OBJECT TO THE PROPOSED SETTLEMENT, LEGAL FEES OR DISBURSEMENTS

**Instructions:** Fill out and submit this form by mail, courier, or email **ONLY IF YOU WISH TO OBJECT** to the proposed Bell Canada/Bell ExpressVu Limited Partnership/ Bell Mobility Inc. Class Action Settlement, Counsel Fees and/or disbursements.

**1. OBJECTOR IDENTIFICATION**

Provide your information below. **PLEASE PRINT.**

Last Name:		First Name:		Middle Initial:	
Address:				Suite Number:	
City:		Province/State:	Postal Code/Zip Code:		Country:
Phone Number:			Email Address:		
Bell Account Number:					

**2. I WISH TO OBJECT**

Provide your objection to the proposed Bell Canada/Bell ExpressVu Limited Partnership/ Bell Mobility Inc. Class Action Settlement, Class Counsel fees and/or disbursements. **PLEASE PRINT.** You can also provide your objection in an attachment.

**OBJECTION:**

### 3. BELL CANADA/BELL EXPRESSVU LIMITED PARTNERSHIP/BELL MOBILITY INC. SETTLEMENT APPROVAL HEARING

The Superior Court of Québec will hold an approval hearing for the Bell Canada/Bell ExpressVu Limited Partnership/ Bell Mobility Inc. Settlement at 1 Notre-Dame Street East, Montreal on **XXXXXXXXXXXX**, 2024.

Do you intend to appear at this hearing?  Yes  No

If "Yes", will you be appearing through a lawyer?  Yes  No

If you will be appearing through a lawyer, please provide the following personal identification information for your lawyer. **PLEASE PRINT.**

Lawyer's Last Name:		Lawyer's First Name:	
Lawyer's Mailing Address:			Suite Number:
City:	Province/State:	Postal Code/Zip Code:	Country:
Lawyer's Phone Number:	Lawyer's Email Address:	Lawyer's Law Firm Name:	

### 4. SIGNATURE

\_\_\_\_\_  
Your Signature

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
YYYY MM DD

Any Objection Form and any attachment MUST be received on or before **XXXXXXXX**, 2024 by Class Counsel in this matter at **[insert email of class counsel]**.