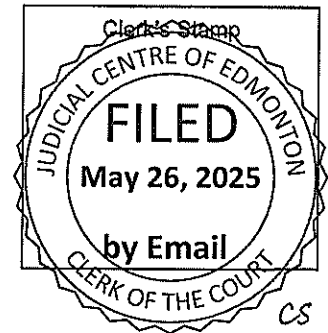


COURT FILE NUMBER 0503 03315  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE Edmonton  
PLAINTIFF KATHRYN DESHANE  
DEFENDANT TELUS COMMUNICATIONS INC.  
DOCUMENT **ORDER**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Lemer & Company  
301 - 1095 West Pender Street  
Vancouver, BC V6E 2M6  
Attention: Bruce Lerner  
Telephone: +1-778-383-7277  
Email: blemer@lernerlaw.ca

Harris & Company LLP  
14th Floor, 550 Burrard St.  
Vancouver, BC V6C 2B5  
Telephone: 1-236-260-1604  
Email: agrant@harrisco.com

---

DATE ON WHICH ORDER WAS PRONOUNCED: May 26, 2025  
NAME OF JUDGE WHO MADE THIS ORDER: Associate Chief Justice Kenneth Nielsen  
HEARD AT: EDMONTON, ALBERTA

---

UPON an application of the Applicant, Kathryn Deshane, ON HEARING the submissions of Bruce Lemer, counsel for the Applicant (Plaintiff), and of Andrew Borrell, counsel for the Respondent (Defendant);

**IT IS HEREBY ORDERED THAT:**

1. The terms of the settlement reached between the parties as set out in the Settlement Agreement attached as Schedule "A" as amended by the Amendment to Settlement Agreement dated May 26, 2023 attached as Schedule "B" and further amended by the Further Amendment to Settlement Agreement dated March 13, 2024 attached as Schedule "C" to this Order are hereby approved and that all capitalized terms in this Order have the same meaning as defined in such Settlement Agreement.

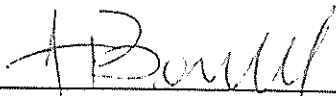
2. The Settlement Agreement is fair, reasonable and in the best Interests of the Alberta Class.
3. The Releasers have fully and finally released the Released Parties from the Released Claims.
4. The form of the Notice attached at Schedule "A2" to the Further Amendment to Settlement Agreement is approved.
5. The method of disseminating notice as provided for in the Settlement Agreement is approved as well as notice to be made by and paid for by the class counsel in an amount not to exceed \$4,000.00 for social media advertising on Facebook and Instagram, targeted at B.C. and Alberta residents 30 and older, with text on a plain or gradient background setting stating "TELUS call set-up time class action settlement has been approved for TELUS cellular customers in B.C. and Alberta from January 21, 1999 to April, 2012. Click here to see details of the settlement and claims process" [class counsel's web page].
6. This Court retains continuing exclusive jurisdiction over the parties to administer, supervise, construe and enforce this Settlement Agreement.
7. The parties may bring such motions to this Court for directions as may be required until the Effective Date.
8. The Action will be dismissed without costs following the full implementation of the terms established by the Settlement Agreement.
9. Class Counsel are approved fees in the amount of \$500,000.00 plus applicable taxes of \$60,000.00, plus disbursements to be agreed between the parties, with liberty to apply for directions of necessary.
10. Cy-pres payments of \$62,500.00 be paid to each of British Columbia Technology for Learning Society and Alberta Computers for Schools.
11. Upon conclusion of the voucher program provided for in the Settlement Agreement the parties report to the court on the number of vouchers issued.

12. RicePoint Administration, doing business as Verita, be appointed settlement administrator.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of lawyer for Applicant (Plaintiff),  
Bruce Lemer



Signature of lawyer for Respondent (Defendant),  
Andrew Borrell



Associate Chief Justice Kenneth Nielsen

# SCHEDULE A

## SETTLEMENT AGREEMENT

Made as of \_\_\_\_\_, 2021

*MICHELLE SEIDEL v. TELUS COMMUNICATIONS INC.*  
(Supreme Court of British Columbia,  
File No. L050143, Vancouver Registry)

- and -

*DESHANE v. TELUS COMMUNICATIONS INC.*  
(Court of Queen's Bench of Alberta,  
Action No. 0503 03315, Judicial District of Edmonton)

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## PREAMBLE

Michelle Seidel as representative Plaintiff and Kathryn Deshane as putative Plaintiff in the Proceedings, and the Defendant, TELUS Communications Inc., hereby enter into this Settlement Agreement and Schedules providing for the settlement of claims arising in the Proceedings, pursuant to the terms and conditions set forth herein, and subject to approval of the Courts;

## RECITALS

- A. WHEREAS, a class proceeding was certified by the BC Court on January 26, 2016 alleging that TELUS' billing practices in relation to incoming calls breached the *Business Practices and Consumer Protection Act*;
- B. WHEREAS, notice of certification in the BC Proceeding has not yet been disseminated;
- C. WHEREAS, TELUS filed an appeal of the certification decision in the BC Proceeding, in which factums were exchanged and a hearing date was scheduled, but adjourned generally pending approval of this Settlement;
- D. WHEREAS, Kathryn Deshane commenced the Alberta Proceeding against TELUS on or about February 18, 2005 as a proposed class proceeding pursuant to a Statement of Claim advancing claims alleging that TELUS' billing practices in relation to incoming calls constituted unfair acts and practices pursuant to the *Fair Trading Act*, RSA. 2000, c. F-2 and the *Unfair Trade Practices Act*, RSA. 1980, c. U.3. as well as false and misleading representations to the public pursuant to section 52 of the *Competition Act*, RSC 1985, c. C-34. The Statement of Claim was amended on May 24, 2006 on to add an allegation of breach of contract;
- E. WHEREAS, the Alberta Proceedings have not yet been certified;
- F. WHEREAS, despite its belief that the allegations advanced in the Proceedings are unfounded and that it has good and reasonable defences both to certification and on the merits, TELUS has agreed to enter into this Settlement Agreement in order to achieve final resolution of all claims asserted or which could have been asserted against it, individually or collectively, by

the Plaintiffs in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

G. WHEREAS, TELUS does not admit, through the execution of this Settlement Agreement or otherwise, any unlawful conduct, wrongdoing or blame of any kind, on its behalf or on behalf of its corporate successors or predecessors, either as alleged or at all;

H. WHEREAS, the Parties intend by this Settlement Agreement to resolve all past, present, and future claims of Class Members in any way arising out of or relating to the Proceedings;

I. WHEREAS, Class Counsel and TELUS, through counsel, have engaged in extensive, arm's-length negotiations, and attended a facilitated confidential mediation conducted with an experienced mediator, that have resulted in this Settlement Agreement;

J. 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 expense in prosecuting the Proceedings, 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 Class Members;

K. WHEREAS, the Parties therefore wish to, and hereby do, fully and finally resolve the Proceedings against TELUS without admission of liability;

L. WHEREAS, TELUS expressly reserves its rights to contest certification of any other related or unrelated proceedings and its rights to defend on the merits any other related or unrelated proceedings.

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 the undersigned on behalf of the Plaintiffs, Class Members and TELUS that all claims of Class Members shall be settled and that, on the Effective Date, Class Counsel shall file a Consent Dismissal Order without costs in each of the Proceedings dismissing all claims against TELUS with like effect as if after a trial upon the merits subject to the Court



retaining jurisdiction to supervise and address matters related to the implementation and administration of the Settlement Agreement and the Parties shall consent to the Court Orders finally approving the settlement:

SECTION 1:  
DEFINITIONS

1.1 For the purposes of this Settlement Agreement only, including the Recitals and Schedules hereto:

- (1) *Administration Expenses* means all fees, disbursements, expenses, costs, taxes, and any other amounts incurred or payable by the Plaintiffs, Class Counsel, or otherwise for the approval, implementation, and operation of this Settlement Agreement, including the costs of notices and claims administration, but excluding Class Counsel Fees.
- (2) *Alberta Class or Alberta Class Members* means all customers of TELUS (excluding TELUS' employees and agents) who are resident in Alberta and who contracted for cellular telephone services through TELUS from January 21, 1999 to April 2005, in the case of prepaid customers, or from January 21, 1999 to April 2010, in the case of postpaid customers.
- (3) *Alberta Class Counsel* means Lemer & Company and Grant Kovacs Norell.
- (4) *Alberta Court* means the Court of Queen's Bench of Alberta.
- (5) *Alberta Plaintiff* means Kathryn Deshane.
- (6) *Alberta Proceeding* means *Kathryn Deshane v. TELUS Communications Inc.* (Queen's Bench of Alberta, Action No. 0503 03315, Judicial District of Edmonton).
- (7) *BC Class or BC Class Members* means all individual customers of TELUS (excluding TELUS' employees and agents) who are resident in British Columbia and who contracted for cellular telephone services through TELUS from January 21, 1999 to April 2005, in the case of prepaid customers, or from January 21, 1999 to April 2010, in the case of postpaid customers.

- (8) *BC Class Counsel* means Lerner & Company and Grant Kovacs Norell.
- (9) *BC Court* means the Supreme Court of British Columbia.
- (10) *BC Plaintiff* means Michelle Seidel.
- (11) *BC Proceeding* means *Michelle Seidel v. TELUS Communications Inc.* (Supreme Court of British Columbia, Vancouver Registry, No. L050143).
- (12) *Claim* means the request made by Class Members or their representatives for Vouchers, as provided for in Section 6.3.
- (13) *Claimant* means a Class Member who submits a Claim Form pursuant to Section 6.3.
- (14) *Claim Forms* means the online form which must be submitted to the Claims Administrator by Class Members in order to claim a Voucher pursuant to Section 6.3.
- (15) *Claims Administrator* means the entity appointed by the Courts to administer this Settlement Agreement, and any employees of such entity.
- (16) *Claims Deadline* is the date that is six (6) months from the Claims Period Commencement Date.
- (17) *Claims Period* means the period beginning on the Claims Period Commencement Date and ending on the Claims Deadline. The Claims Period may be extended by agreement of the Parties or subsequent order by the Courts.
- (18) *Claims Period Commencement Date* means the date that Notice of Settlement Approval and Claims Procedures is first published.
- (19) *Claims Review Deadline* is the date that is thirty (30) days after the Claims Deadline.
- (20) *Class Counsel* means BC Class Counsel and Alberta Class Counsel.
- (21) *Class Counsel Fees* include the fees of Class Counsel in the prosecution of the Proceedings, as outlined in Section 9. Class Counsel Fees are subject to approval of the Courts on application by Class Counsel.

- (22) *Class Members or Class* means the BC Class and the Alberta Class. Excluded from the Class are:
- (a) TELUS, the directors and officers of TELUS, the subsidiaries or affiliates of TELUS, the entities in which TELUS or any of TELUS' subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing;
  - (b) any judge of a Court who has heard or will hear any motion or application in respect of the Proceedings; and
  - (c) all persons or entities who opt-out of the Class.
- (23) *Courts* means the BC Court and Alberta Court.
- (24) *Cy Près Donation* means CAD \$125,000 to be paid by TELUS to a registered charity or charities to be identified and agreed upon by TELUS and Class Counsel, to be deducted from the Settlement Amount, as outlined in Sections 4 and 5.
- (25) *Defence Counsel* means Fasken Martineau DuMoulin LLP.
- (26) *Defendant* means TELUS Communications Inc. and its successors, assigns, affiliates and subsidiaries (also defined as "TELUS").
- (27) *Effective Date* means the date when the Second BC Order and Second Alberta Order have all become Final Orders.
- (28) *Final Orders* means the final judgments or final approval orders entered by the Courts in respect of the approval of this Settlement Agreement, and implementing it in accordance with its terms, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the orders or judgments upon a final disposition of all appeals.
- (29) *First Alberta Order* means the order issued by the Alberta Court to: (1) approve certification for settlement purposes on consent of the Parties; and (2) approve Notice of Certification and Settlement Approval Hearing.

- (30) *First BC Order* means the order issued by the BC Court to approve the Notice of Certification and Settlement Approval Hearing.
- (31) *Mediation Expenses* means the Mediator's fees.
- (32) *Notice Period* means six (6) months from the Claims Period Commencement Date.
- (33) *Notice of Certification and Settlement Approval Hearing* means the form of notice as approved by the Courts to inform Class Members of: (1) certification of the Proceedings, the definition of Class Members and the definition of the Class Period; and (2) the dates and locations of the hearings to approve this Settlement Agreement and the principle elements of this Settlement Agreement.
- (34) *Notice of Settlement Approval and Claims Procedures* means the form of notice as approved by the Courts to inform the Class Members of: (1) the approval of this Settlement Agreement; and (2) the process by which the Class Members may apply to claim Vouchers.
- (35) *Objection Date* means the date by which Class Members must deliver to Class Counsel any written objections to the Settlement, along with any supporting documentation. Class Counsel shall ensure any written objections received by the Objection Date are served on counsel for TELUS and filed with the Court.
- (36) *Opt-Out* means a Class Member who has submitted a valid written election to opt-out of either of the Proceedings.
- (37) *Parties* means the Plaintiffs, Class Members, and TELUS.
- (38) *Plaintiffs* means the BC Plaintiff and Alberta Plaintiff.
- (39) *Post-Paid Devices* means mobile devices (telephones and tablets) purchased in conjunction with a post-paid plan for wireless services.
- (40) *Proceedings* means the BC Proceeding and the Alberta Proceeding.
- (41) *Redemption Deadline* means four (4) months after the Date of Voucher Issuance.

- (42) *Released Claims* means the Claims as released in accordance with Section 8.1 of this Settlement Agreement.
- (43) *Released Parties* means TELUS and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, shareholders, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and representatives. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein. Released Parties includes all persons/entities/organizations described above, even if not referenced by name in this Settlement Agreement.
- (44) *Releasors* means, jointly and severally, individually and collectively, the Plaintiffs, Class Members, and their respective successors, heirs, executors, administrators, trustees, and assigns, and their affiliated, predecessor, successor, and related companies.
- (45) *Second Alberta Order* means the order issued by the Alberta Court to implement this Settlement Agreement (other than those who opt-out of the Settlement).
- (46) *Second BC Order* means the order issued by the BC Court to implement this Settlement Agreement (other than those who opt-out of the Settlement).
- (47) *Settlement Amount* is CAD \$3,700,000, which is the maximum amount of money TELUS will pay to effect the Settlement, inclusive of Class Counsel Fees and the Cy Prés Donation, but exclusive of taxes on Class Counsel Fees and disbursements up to \$100,000, Administration Expenses, and Mediation Expenses.
- (48) *Settlement Agreement* or *Settlement* means this agreement, including the Recitals and Schedules.
- (49) *TELUS Approved Product(s)* means in-store accessories or post-paid devices from the TELUS Corporate Store.

- (50) *Voucher(s)* means a \$10 voucher redeemable at TELUS Corporate Stores for in-store purchases of accessories and Post-Paid Devices only which shall be issued and redeemed pursuant to Sections 6.6 and 6.7.

SECTION 2:

CONDITION PRECEDENT - COURT APPROVAL

2.1 Subject to Sections 7.1 and 7.2, this Settlement Agreement shall be null and void and of no force or effect unless both the BC Court and Alberta Court approve this Settlement Agreement, the orders contemplated herein have become Final Orders and the Effective Date has occurred.

SECTION 3:

SETTLEMENT APPROVAL

3.1 Best Efforts

The Parties will use their best efforts to: (1) recommend approval of this Settlement Agreement to the Courts; (2) obtain approval of this Settlement Agreement and to carry out its terms; (3) support the Settlement contemplated by this Settlement Agreement in all public statements, including all statements in the Courts and all statements to the news media; and (4) effectuate the final dismissal with prejudice of the BC Proceedings and Alberta Proceedings as against TELUS, subject to the Courts retaining jurisdiction to supervise and address matters related to the implementation and administration of the Settlement Agreement.

3.2 Notice Required

The Plaintiffs and the Class Members in the Proceedings shall be given the following notices: (1) Notice of Certification and Settlement Approval Hearing; (2) Notice of Settlement Approval and Claims Procedures; and (3) termination of this Settlement Agreement if it is properly terminated pursuant to Sections 7.1 and 7.2 or as otherwise ordered by the Courts.

### 3.3 Forms of Notices

- (a) The notices required shall be substantially in the forms attached hereto as Schedule "A1" (Notice of Certification and Settlement Approval Hearing) and Schedule "A2" (Notice of Settlement Approval and Claims Procedures).
- (b) The Notice of Settlement Approval shall include the procedure for opting-out of the Proceedings.

### 3.4 Method of Disseminating Notices

- (a) The notices required shall be published in the following newspapers:
  - (i) *Vancouver Sun*;
  - (ii) *Vancouver Province*;
  - (iii) *Calgary Herald*; and
  - (iv) *Edmonton Journal*.
- (b) Class Counsel shall publish the notices on their websites.
- (c) TELUS shall publish the Notice of Certification and Settlement Approval and Claims Procedures on its website at [www.telus.com](http://www.telus.com) and on its Facebook page for the entire Notice Period through a page entitled "TELUS Vouchers Available."
- (d) TELUS shall publish two tweets on its Twitter account, one at the commencement of the Notice Period, and one two (2) weeks prior to the end of the Notice Period.
- (e) No individual communications will be sent to Class Members by either Class Counsel or Defence Counsel, unless Class Members contact or have contacted Class Counsel on their own initiative, in which case, Class Counsel may communicate the notices directly to such Class Member(s).
- (f) The Parties will cooperate in the preparation of any written communications in relation to the Settlement Agreement or the Proceedings.

### 3.5 Notice Costs

TELUS shall pay all reasonable notice costs as part of the Administration Expenses.

### 3.6 Motions Approving Notice

- (a) As soon as practicable after the Settlement Agreement is executed, the Plaintiffs shall bring a motion before the BC Court for the First BC Order.
- (b) As soon as practicable after seeking the First BC Order, the Plaintiffs shall bring a motion before the Alberta Court for the First Alberta Order.
- (c) The First BC Order shall, among other things approve the Notice of Certification and Settlement Approval Hearing.
- (d) The First Alberta Order shall, among other things:
  - (i) Certify the Alberta Proceeding for settlement purposes on consent of the Parties, subject to the terms and conditions of this Settlement Agreement, including TELUS' express reservation of rights to contest certification of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings; and
  - (ii) Approve the Notice of Certification and Settlement Approval Hearing.
- (e) The form of the First BC Order shall be substantially in the form attached hereto as Schedule "B1". The form of the First Alberta Order shall be substantially in the form attached hereto as Schedule "B2".

### 3.7 Motions for Settlement Approval

- (a) As soon as practicable after the First BC Order and First Alberta Order are granted, the Plaintiffs shall bring motions before the Courts to obtain the Second BC Order and Second Alberta Order.
- (b) Class Counsel will provide the necessary affidavit evidence to support the Courts' approval of the Settlement Agreement.



- (c) The Second BC Order shall, among other things:
- (i) Approve the Settlement in respect of BC Class Members (other than those who opt-out of the Settlement) on the terms and conditions of this Settlement Agreement;
  - (ii) Order and declare that the Releasers have fully and finally released the Released Parties from the Released Claims;
  - (iii) Reserve the BC Court's continuing exclusive jurisdiction over the Parties to administer, supervise, construe and enforce this Settlement Agreement; and
  - (iv) Authorize the Parties to bring such motions to the Courts for directions as may be required.
- (d) The Second Alberta Order shall, among other things:
- (i) Approve the Settlement in respect of Alberta Class Members (other than those who opt-out of the Settlement) on the terms and conditions of this Settlement Agreement;
  - (ii) Order and declare that the Releasers have fully and finally released the Released Parties from the Released Claims;
  - (iii) Reserve the BC Court's continuing exclusive jurisdiction over the Parties to administer, supervise, construe and enforce this Settlement Agreement; and
  - (iv) Authorize the Parties to bring such motions to the Courts for directions as may be required.
- (e) The form of the Second BC Order shall be substantially in the form attached hereto as Schedule C1. The form of the Second Alberta Order shall be substantially in the form attached hereto as Schedule C2.

(i) This Settlement Agreement shall only become final on the Effective Date.

SECTION 4:  
SETTLEMENT AMOUNT

4.1 This Settlement provides for a claims process for Class Members to make claims for compensation from TELUS in the form of Vouchers and a Cy Près Donation. TELUS' obligation hereunder is to make or fund:

1. the Cy Près Donation;
2. Class Counsel Fees plus applicable taxes;
3. Class Counsel's disbursements and taxes;
4. Mediation Expenses;
5. the Vouchers; and
6. Administration Expenses;

4.2 However, in no event shall the total value of the payments by TELUS towards the Cy Près Donation, Class Counsel Fees and the Vouchers exceed \$3,700,000. The payment of taxes on the Class Counsel Fees and Class Counsel's disbursements are in addition to the \$3,700,000. The total disbursements are to be capped at \$100,000. The Administration Expenses, and the Mediation Expenses are also in addition to \$3,700,000.

SECTION 5:  
CY PRÈS DONATION

5.1 CAD \$125,000 shall be distributed to the Cy Près recipients to be identified and agreed to by TELUS and Class Counsel at least two months prior to the Cy Près Distribution Date, subject to Court Approval.

5.2 In the event that at the end of the Claims Review Deadline, the total value of the issued Vouchers is less than \$700,000, TELUS will make an additional cy près distribution, equal to the difference between \$700,000 and the value of the Vouchers issued, to a cy près recipient to be

identified and agreed to by TELUS and Class Counsel, subject to Court approval. TELUS shall make this additional cy près donation within ninety (90) days of the Claims Review Deadline. The remainder shall revert back to TELUS.

SECTION 6:

VOUCHERS

6.1 The Settlement Amount, less Class Counsel Fees and the Cy Près Distribution shall be distributed by means of Vouchers to the Class Members.

6.2 Voucher Value

Upon approval of a satisfactory Claim filed by the Claims Deadline, each Class Member may obtain a \$10.00 Voucher redeemable at TELUS Corporate Stores for TELUS Approved Products.

6.3 Submitting Claims

- (a) Class Members may make a claim for Vouchers by submitting a completed Claim Form online, together with a satisfactory proof of qualification as specified below, to the Claims Administrator prior to the Claims Deadline.
- (b) The Notice of Settlement Approval and Claims Procedures shall include a link to the Claims Administrator's website, which will include an electronic copy of the Claim Form and information on how to make Claims.
- (c) All Claims Forms must include the following information:
  - (i) the Claimant's name;
  - (ii) current telephone number; and
  - (iii) email address.
- (d) To assist the Claims Administrator in the claims verification process, Claimants may also provide the TELUS telephone number they held during the Class Period for which they are claiming the Voucher for.

- (e) Claimants must also certify that they were a TELUS wireless customer at some point during the period between January 1999 and April 2010 and that they used the phone for primarily personal, family or household purposes.
- (f) The Claims Administrator shall approve such Claims without requiring further documentation unless there is reasonable cause to suspect that the Claim is fraudulent or otherwise improper.

#### 6.4 Claims Review Process

- (a) The Claims Administrator shall review the Claims Forms by the Claims Review Deadline to determine whether they contain the required documentation, if any, and whether the Claims are duplicative or otherwise invalid and shall reject any invalid Claims.
- (b) The decision concerning the validity of any particular Claim shall be made by the Claims Administrator and subject to TELUS' ability to challenge claims as set out in section 6.5 shall be final.
- (c) The Claims Administrator shall make a determination of the number of Vouchers to be issued to each Claimant by the Claims Review Deadline.
- (d) TELUS shall pay all reasonable claims administration costs.
- (e) The Claims Administrator shall send TELUS periodic invoices for the costs of the claims administration under this Settlement Agreement. If TELUS believes the amount charged on any invoice is excessive, TELUS may submit its objections to the Courts for resolution and need not pay the disputed amount until the Court has resolved the objections.

#### 6.5 Challenging Claims

- (a) TELUS will be entitled to challenge a Claim on the basis that the Claimant was not in fact a TELUS customer during the Class Period, or that the account in question was not a business account.

- (b) In the event of a challenge, the Claimant shall be notified that the Claim has been challenged and that they may appeal the challenge.
- (c) Appeals will be determined by Wally Oppal, as independent referee, or such other referee as agreed to by TELUS and Class Counsel. The independent referee shall apply the rules provided herein to the appeal.
- (d) Any such appeal, including all supporting documentation, must be electronically submitted within thirty (30) days of the date that the notice of TELUS' challenge is sent to the Claimant.
- (e) There shall be no right of appeal in respect of Claims filed after the Claims Deadline or in respect of Claims that the Claims Administrator has determined to be invalid.
- (f) Appeals shall be on the basis of the documentation provided to the Claims Administrator as part of the claims process. The Claimant shall be entitled to provide proof of their claim in the form of document supporting their status as a Class Member, or their use of their phone for primarily personal, family, or household purposes and TELUS may submit evidence in response within 30 days of receipt of the Claimant's appeal materials. The relevance and admissibility of all such evidence is to be determined by the independent referee. The independent referee shall decide the Appeal on the basis of the evidence admitted and nothing more.
- (g) The independent referee's decision on the appeal shall be issued within thirty (30) days following the deadline for TELUS to submit evidence in response, and is final and binding and shall not be subject to any further appeal or review whatsoever.
- (h) In the event of an appeal that the independent referee accepts the Claimant's claim as valid, the Claims Administrator shall issue a voucher to the Claimant in accordance with Section 6.6.

6.6 Issuing and Redeeming Vouchers

- (a) During the Claims Period, the Claims Administrator shall email the Vouchers for each Claimant whose Claim is approved to the email address provided by the Claimant:
  - (i) in the case of each Claim that TELUS has not challenged, within thirty (30) days following the Claims Deadline; and
  - (ii) in the case of each Claim that TELUS has challenged under Section 6.5 where the Claimant has successfully appealed that challenge, within thirty (30) days following the final decision of the independent referee.
- (b) To redeem a Voucher for all or part of its face value, a Claimant must submit the Voucher to the TELUS Corporate Store together with TELUS Approved Products by the Redemption Deadline.

6.7 Restrictions

- (a) The Vouchers will not be eligible to offset TELUS bills for phone, internet, television or security plans and services, or for any other purpose other than to offset the costs of TELUS Approved Products.
- (b) Vouchers will be distributed on a first come, first served basis. Once Vouchers have been issued up to the maximum Settlement Amount, no further Vouchers will be issued.

SECTION 7:

TERMINATION OF SETTLEMENT AGREEMENT

7.1 Right of Termination

- (a) The Plaintiffs and/or TELUS have the right to terminate this Settlement Agreement in the event that:

- (i) any Court declines to approve this Settlement Agreement or any material part hereof;
  - (ii) any Court approves this Settlement Agreement in a materially modified form other than as amended by the Parties; or
  - (iii) the Second BC Order or the Second Alberta Order does not become a Final Order.
- (b) If the Plaintiffs or TELUS elect to terminate the Settlement Agreement, a written notice of termination shall be provided. Upon delivery of such written notice, this Settlement Agreement shall be terminated and 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.
- (c) Any order, ruling or determination made by any Court with respect to Class Counsel's fees and disbursements shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not constitute any basis for the termination of this Settlement Agreement.

## 7.2 Effect of Termination

- (a) In the event of termination of this Settlement Agreement, all Parties shall be restored to their respective positions in and with respect to the Proceedings immediately prior to the date on which this Settlement Agreement is signed by all Parties.
- (b) All negotiations, statements, and proceedings relating to the Settlement and the Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions existing immediately before it was executed.
- (c) The Plaintiffs, Class Counsel, TELUS, and Defence Counsel expressly acknowledge that they will not, in any way whatsoever, use the fact or existence

of this Settlement Agreement as any form of admission, whether of liability, wrongdoing, or otherwise, of TELUS or the Plaintiffs.

### 7.3 Survival of Provisions After Any Termination

If this Settlement Agreement is terminated, the provisions of this Settlement Agreement will have no force or effect and all obligations related thereto shall cease immediately.

## SECTION 8:

### RELEASES AND DISMISSALS

#### 8.1 Release of Released Parties

The Parties agree to the following release which shall be included in the Second BC Order and the Second Alberta Order and which shall take effect upon the date the Courts' approval of the Settlement Agreement becomes a Final Order.

- (a) In exchange for the settlement benefits hereunder and for other valuable consideration set forth in the Settlement Agreement, the Plaintiffs and each Class Member, including their heirs, successors and assigns, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, expressly and irrevocably waives and fully, finally and forever settles and releases all claims, demands, actions, suits and causes of action against TELUS and/or its directors, officers, employees, lawyers, insurers or agents, whether known or unknown, asserted or unasserted, that any Class Member ever had, could have had, now has or hereafter can, shall or may have, relating in any way to any conduct, act or omission which was or could have been alleged in the Proceedings which arise from or relate to contracts for cellular telephone services through TELUS from January 21, 1999 to April 2010.
- (b) The Plaintiffs and Class Members expressly agree that this Release and the Second BC Order and the Second Alberta Order are, will be, and may be raised as a complete defence to, and will preclude any action or proceeding encompassed by this Release.



- (c) The Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, cause of action and/or any other matters released through this Settlement.
- (d) In connection with the Settlement Agreement, the Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Proceedings and/or the Release herein. Nevertheless, it is the intention of the Plaintiffs and Class Members in executing this Settlement Agreement fully, finally and forever to settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or may have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the subject matter of the Proceedings, except as otherwise stated in this Settlement Agreement.
- (c) Releasors represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Releasors further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Proceedings, including without limitation, any claim for benefits, proceeds or value under the Proceedings, and that Releasors are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Proceedings or in any benefits, proceeds or values under the Proceedings. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owner of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred assigned or encumbered any right, title, interest or claim arising out of or in any

way whatsoever pertaining to the Proceedings, including without limitation, any claim for benefits, proceeds or value under the Proceedings, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Proceedings or in any benefits, proceeds or values under the Proceedings.

- (f) Without in any way limiting its scope, and except to the extent otherwise specified in this Settlement Agreement, this Release covers without limitation, any and all claims for legal fees, taxes, costs, expert fees or consultant fees, interest, or litigation fees, costs or any other fees, costs and/or disbursements incurred by legal counsel, Class Counsel, any other legal counsel, the Plaintiffs, Class Members or any other person who claim to have assisted in conferring the benefits under this Settlement upon the Class.
- (g) The Plaintiffs, Class Counsel and/or any other legal counsel who receives legal fees and disbursements from this Settlement acknowledge that they have conducted sufficient independent investigation to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.
- (h) Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.
- (i) Releasors hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in the Second BC Order and the Second Alberta Order.
- (j) Without limiting any other provisions herein, each Class Member who did not opt-out will be deemed by the Settlement Agreement to have completely and unconditionally released and forever discharged the Released Parties from any and all Released Claims, including all claims, actions, causes of action, suits, debts,

duties, accounts, bonds, covenants, contracts, and demands whatsoever, whether known or unknown, that were asserted or could have been asserted in the litigation that is the subject of this Settlement Agreement.

- (k) The Parties agree that each Class Member who did not opt-out will be forever barred and enjoined from continuing, commencing, instituting, or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting against any of TELUS, the Released Parties, and/or third-party any claims that relate to or constitute any Released Claims covered by the Settlement Agreement.

## 8.2 Dismissal of Proceedings

Upon the date of the approval of the Settlement Agreement becomes a Final Order, the BC Proceeding and the Alberta Proceeding shall be dismissed with prejudice and without costs as against TELUS. BC Class Members and Alberta Class Members shall be deemed to consent to the dismissal of the Proceedings, with prejudice and without costs as against TELUS.

## SECTION 9:

### CLASS COUNSEL FEES, DISBURSEMENTS AND APPLICABLE TAXES

9.1 Class Counsel will bring applications to the Courts for approval of Class Counsel Fees, disbursements and any applicable taxes. Such Class Counsel Fees are awarded at the discretion of the Courts after hearing from Class Counsel.

9.2 Class Counsel will neither request of the Courts, nor accept an award for fees in an amount that exceeds thirty percent (30%) of \$3,700,000 (disbursements up to a maximum of \$100,000 and applicable taxes on such fees and disbursements being in addition to such amount) and TELUS will not oppose such request. The approval of this Settlement shall not be contingent upon the approval of Class Counsel Fees.

9.3 Class Counsel Fees shall be paid by TELUS out of the total settlement value of \$3,700,000.

9.4 Within 72 hours after Class Counsel obtain the Courts' approval of Class Counsel Fees, TELUS shall transfer the monies so awarded by the Courts for payment of Class Counsel Fees as directed by BC Class Counsel so long as the direction is consistent with the Courts' approval of Class Counsel Fees. BC Class Counsel shall be responsible for directing the payment of Class Counsel Fees among Class Counsel, consultants and experts at their discretion. TELUS shall have no liability in connection with the direction, transfer, and distribution of the Class Counsel Fees among Class Counsel, or otherwise.

9.5 Class Members who have retained, or in the process of making a claim do retain, lawyers to assist them in making their individual claims to this Settlement shall be solely responsible for the legal fees and expenses of such lawyers.

#### SECTION 10:

##### NO ADMISSION OF LIABILITY

10.1 The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, 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 Released Parties or any of them, or of the truth of any of the claims or allegations made in the Proceedings, or in any other pleading filed by the Plaintiffs or TELUS.

10.2 The Parties further agree that, whether or not this Settlement Agreement is finally approved or is terminated, neither this Settlement Agreement nor any document relating to it shall be offered in evidence in any action or proceeding in any court, agency or tribunal, except to seek court approval of this Settlement Agreement or to give effect to and enforce the provisions of this Settlement Agreement.

SECTION 11:  
MISCELLANEOUS

11.1 Motions for Directions

- (a) Class Counsel, Defence Counsel, or the Claims Administrator may apply to the Courts for directions in respect of the implementation and administration of this Settlement Agreement.
- (b) All motions contemplated by this Settlement Agreement, including applications to the Courts for directions, shall be on notice to the Parties.

11.2 Released Parties Have No Liability for Administration

The Released Parties have no liability whatsoever with respect to the administration of the Settlement Agreement.

11.3 Headings, etc.

In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms "this Settlement Agreement", "the Settlement Agreement", "hereof", "hereunder", "herein", "hereto", and similar expressions refer to this Settlement Agreement and not to any particular section or portion of this Settlement Agreement.

11.4 Computation of Time

- (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.

#### 11.5 Ongoing Jurisdiction

- (a) Each of the Courts shall retain exclusive jurisdiction over the Proceeding commenced in their respective jurisdiction, the Parties thereto and the Class Counsel Fees in those Proceedings.
- (b) No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complimentary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.

#### 11.6 Governing Law

Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia, but with regard to Class Members of the Alberta Class, this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Alberta.

#### 11.7 Entire Agreement

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

#### 11.8 Amendments

This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Courts.

#### 11.9 Binding Effect

Once the Settlement attains the Effective Date, this Settlement Agreement shall be binding upon, and inure to the benefit of the Plaintiffs, the Class Members, TBLUS, the Releasers, the Released Parties, Class Counsel, Defence Counsel and the Claims Administrator.

#### 11.10 Confidential Materials

All discovery materials and information of any kind and in any medium (including but not limited to hard copies, CDs, USB keys, computer files, emails and attachments), produced or provided by any of the Parties either before, on, or after the date of this Settlement Agreement, whether produced or provided informally or pursuant to discovery requests, shall be destroyed within ninety (90) days of the Effective Date.

#### 11.11 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 signature shall be deemed an original signature for purposes of executing this Settlement Agreement. This Settlement Agreement may be delivered and is fully enforceable in either original, emailed, or other electronic form provided that it is duly executed.

#### 11.12 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the Parties, each of which has been represented and advised by competent counsel, 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 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.

#### 11.13 Dates

Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and with the approval of the Courts.

#### 11.14 Language

The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

#### 11.15 Recitals

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

#### 11.16 Schedules

The Schedules annexed hereto form part of this Settlement Agreement.

#### 11.17 Acknowledgments

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 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, her, or its counsel;
- (c) he, she, or 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.



#### 11.18 Authorized Signatories

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.

#### 11.19 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 PLAINTIFFS AND FOR CLASS COUNSEL:**

Lemer & Company  
210 - 900 Howe Street  
Vancouver, BC V6Z 2M4

Bruce W. Lemer  
Phone: (778) 383 7277  
Fax: (778) 383 7278  
Email: blemor@lernerlaw.ca

Grant Kovacs Norell  
400 - 400 Howe Street  
Vancouver, BC V6Z 2M4

Arthur M. Grant

Phone: (604) 642 6361  
Fax: (866) 609 6688  
Email: agrant@gkn.ca

**FOR THE DEFENDANT AND DEFENCE COUNSEL:**

Fasken Martineau DuMoulin LLP  
2900 - 550 Burrard Street  
Vancouver, BC V6C 0A3

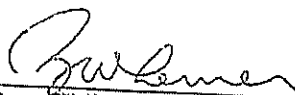
Andrew Borrell  
Alexandra Mitretodis  
Telephone: (604) 631 3131  
Fax: (604) 631 3232  
Email: aborrell@fasken.com  
Email: amitretodis@fasken.com

## 11.20 Date of Execution

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

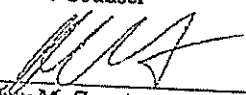
MICHELLE SEIDEL

Signature of Authorized Signatory:  
Name of Authorized Signatory:

  
Bruce W. Lemer

Lemer & Company  
BC Class Counsel

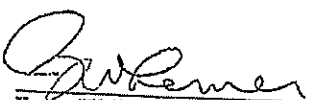
Signature of Authorized Signatory:  
Name of Authorized Signatory:

  
Arthur M. Grant

Grant Kovacs Norell  
BC Class Counsel

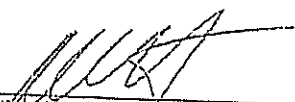
KATHRYN DESHANE

Signature of Authorized Signatory:  
Name of Authorized Signatory:

  
Bruce W. Lemer

Lemer & Company  
Alberta Class Counsel

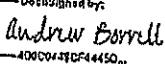
Signature of Authorized Signatory:  
Name of Authorized Signatory:

  
Arthur M. Grant

Grant Kovacs Norell  
Alberta Class Counsel

TELUS COMMUNICATIONS INC.

Signature of Authorized Signatory:  
Name of Authorized Signatory:

Designated by:  
  
400004390F44450...  
Andrew Borrell

Pasken Martineau DuMoulin LLP  
Defence Counsel

Schedule "A1"  
Long Form Notice

TELUS CLASS ACTION

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

Read this notice carefully as it may affect your rights.

THIS NOTICE IS DIRECTED TO:

All persons who are residents of British Columbia, excluding TELUS Communications Inc.'s ("TELUS") employees or agents, who:

- a) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2005, in the case of prepaid customers or,
- b) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2010, in the case of postpaid customers.

(collectively, the "BC Class" or "BC Class Members")

-AND TO-

All persons who are residents of Alberta, excluding TELUS' employees or agents, who:

- a) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2005, in the case of prepaid customers or
- b) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2010, in the case of postpaid customers.

(collectively, the "Alberta Class" or "Alberta Members" and together with the BC Class, the "Class" or "Class Members")

I. Nature of the Class Action

On or about January 21, 2005, a proposed class action was commenced against TELUS in the Supreme Court of British Columbia, *Michelle Seidel v. TELUS Communications Inc.* (Vancouver Registry, No. L050143) (the "BC Action"). The BC Class Action was brought on behalf of the BC Class.

On or about February 18, 2005, a proposed class action was commenced against TELUS in the Court of Queen's Bench of Alberta, *Kathryn Deshane v. TELUS Communications Inc.* (Judicial District of Edmonton, Action No. 0503 03315) (the "Alberta Action" and together with the BC Class Action, the "Class Actions"). The Alberta Class Action was brought on behalf of the Alberta Class.

In the BC Class Action, the plaintiff alleged that TELUS' billing practices in relation to incoming calls breached the *Business Practices and Consumer Protection Act*.

In the Alberta Class Action, the plaintiff alleged that TELUS' billing practices in relation to incoming calls constituted unfair acts and practices pursuant to the *Fair Trading Act*, RSA 2000, c. F-2 and the *Unfair Trade Practices Act*, RSA 1980, c. U-3.

## II. Settlement

The parties have reached a settlement of the Class Actions, without an admission of liability on the part of TELUS, subject to approval by the Supreme Court of British Columbia and the Court of Queen's Bench of Alberta ("Settlement" or "Settlement Agreement").

### A. Overview

If this settlement is approved, Class Members will be eligible to make a claim for a \$10.00 voucher which can be redeemable at TELUS Corporate Stores for in-store purchases of accessories and post-paid devices. The vouchers will not be eligible to offset TELUS bills for phone, internet, television or security plans and services, or for any other purpose. Vouchers will be distributed on a first come, first serve basis. The vouchers must be redeemed within 4 months of the date on which they are issued.

TELUS is obliged to fund up to CDN \$3,700,000 for the redemption of vouchers, Class Counsel fees and a charitable donation paid for the benefit of the Class to ♦ of \$125,000 plus disbursements up to a maximum of \$100,000 and applicable taxes on such fees and disbursements. For more information about ♦, please visit ♦.

Class Counsel will be seeking legal fees of an amount that does not exceed 30% of CDN \$3,700,000 as well as disbursements up to a maximum of \$100,000 and applicable taxes on such fees and disbursements. The applications for court approval of Class Counsel's fee request will be heard at the same time as the applications for court approval of the Settlement.

This Settlement resolves the Class Actions for all Class Members as against TELUS. If the settlement is approved, a full release of all claims in the Class Actions will be granted to TELUS. This Settlement represents a resolution of disputed claims and TELUS does not admit any wrongdoing or liability.

### B. Approval Hearing

The Settlement remains subject to approval by the Supreme Court of British Columbia and the Court of Queen's Bench of Alberta. Applications for approval of the Settlement will be heard by the Supreme Court of British Columbia in the City of Vancouver on ♦ at ♦, and the Court of Queen's Bench of Alberta in the City of Calgary on ♦ at ♦. At these hearings, the Courts will determine whether the Settlement is fair, reasonable and in the best interests of the Class Members.

Class Members who do not oppose the settlement are not required to appear at the approval hearings or take any other action at this time. Class Members who consider it desirable or necessary to seek the advice and guidance of their own lawyers may do so at their own expense.

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At the approval hearings, the Courts will consider objections to the Settlement by the Class Members if the objections are submitted in writing, by prepaid mail or email to either of the Class Counsel's addresses below postmarked no later than 10 days before the first approval hearing.

A written objection should include the following information:

- a) the objector's name, current mailing address, telephone number, fax number and email address;
- b) the reason why the objector believes that they are a Class Member;
- c) a brief statement of the nature of and reasons for the objection; and
- d) whether the objector intends to appear at the hearing in person or by counsel, and, if by counsel, the name, address, telephone number, fax number and email address of counsel.

#### C. Questions about the Settlement

This notice contains only a summary of the Settlement and Class Members are encouraged to review the complete Settlement Agreement. If you have questions that are not answered online, please contact the appropriate Class Counsel identified below.

The law firms Lerner & Company and Grant represents Class Members in the BC Action and the Alberta Action. They can be reached at:

Lerner & Company  
210 - 900 Howe St.  
Vancouver, BC V6Z 2M4  
Attn: Bruce W. Lerner

Phone: 778-383-7277  
Fax: 778-383-7278

[blemer@lemerlaw.ca](mailto:blemer@lemerlaw.ca)

<https://www.brucelemer.com/>

Grant Kovacs Norrell  
400 - 900 Howe St.  
Vancouver, BC V6Z 2M4  
Attn: Arthur M. Grant

Phone: 604-642-6361  
Fax: 604-609-6688

[agrant@glkn.ca](mailto:agrant@glkn.ca)

<https://www.glkn.ca/>

**INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**

#### D. Interpretation

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement including the Schedules to the Settlement Agreement, the terms of the Settlement Agreement and/or the Court orders shall prevail.

### III. Opt-Out Procedure

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If you do not want to participate in the Class Actions, you must complete and send an Opt-Out Form by ♦ (the "Opt-Out Deadline") to either of the Class Counsel at the addresses above.

If you opt-out by the Opt-Out Deadline, you may be able to bring your own lawsuit against TELUS, but you will not be entitled to participate in the Settlement.

Opt-Out Forms are available at ♦ or by contacting Class Counsel at the contact information provided above. All Class Members will be bound by the terms of the Settlement, unless they opt-out of these Class Actions.

#### IV. Additional Information

This notice is given to you on the basis that you may be a Class Member whose rights could be affected by the Class Actions. This notice should not be understood as an expression of any opinion of the Courts as to the merits of any claim or defences asserted in the Class Actions. Its sole purpose is to inform you of the Class Actions so that you may decide what steps to take in relation to it.

This notice contains a summary of the Class Actions and the Settlement Agreement. Further details regarding the Class Actions and the Settlement Agreement can be found on Class Counsel's websites. Class Members are encouraged to visit the websites. If you have questions that are not answered online, please contact the appropriate Class Counsel identified above.

**INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**

**THIS NOTICE HAS BEEN APPROVED BY THE SUPREME COURT OF  
BRITISH COLUMBIA AND THE COURT OF QUEEN'S BENCH OF  
ALBERTA**

#### Short Form Notice LEGAL NOTICE

**IF YOU CONTRACTED WITH TELUS FOR PREPAID CELLULAR TELEPHONE SERVICES  
BETWEEN JANUARY 21, 1999 AND APRIL 2005 OR POSTPAID CELLULAR TELEPHONE  
SERVICES BETWEEN JANUARY 21, 1999 AND APRIL 2010 (INCLUSIVE)  
YOU MAY HAVE LEGAL RIGHTS IN A CLASS ACTION LAWSUIT**

#### *What's This About?*

Class actions proceedings have been commenced in British Columbia and Alberta alleging that beginning in January 1999, TELUS engaged in billing practices that breached consumer protection legislation in British Columbia and Alberta (the "Class Actions"). The proceedings have been certified in British Columbia.

#### *The Settlement*

A settlement has been reached to resolve the Class Actions, subject to the approval of the courts in British Columbia and Alberta. The Defendants will fund up to \$3,700,000 for \$10 vouchers which can be redeemed at TELUS Corporate Stores for in-store purchases of accessories and post-paid devices, a \$125,000 charitable

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donation for the benefit of Class Members as well as the legal fees of class counsel in exchange for a full release of all claims. The Defendants do not admit any liability or wrongdoing.

*Who is Included?*

You are a class member in the Class Actions if you are resident of British Columbia or Alberta and you contracted for cellular telephone services through TELUS between January 21, 1999 and April 2005 in the case of prepaid customers or between January 21, 1999 and April 2010 in the case of postpaid customers (the "Class Members").

*Certification and Settlement Approval Hearing*

A hearing to consider approval of the Settlement will be heard by the Supreme Court of British Columbia in the City of Vancouver on ♦ at ♦. A hearing to consider

certification and approval of the Settlement will be heard by the Court of Queen's Bench of Alberta in the City of Calgary on ♦ at ♦.

Class Members will be bound by the terms of the settlement agreement if approved by the courts.

If you wish to comment on or object to the settlements, you must do so in writing by ♦.

*Where Can I Get More Information?*

More information can be found at [www.brucelemer.com](http://www.brucelemer.com) [www.gkn.ca](http://www.gkn.ca). You can also contact Class Counsel at the contact information below.

It is strongly recommended that you review the long form of this Legal Notice, which can be obtained on Class Counsel's websites.

If you are resident in B.C. or Alberta, contact:

Leimer & Company  
210 - 900 Howe St.  
Vancouver, BC V6Z 2M4  
Attn: Bruce W. Leimer  
Phone: 778-383-7277  
[bleimer@leimerlaw.ca](mailto:bleimer@leimerlaw.ca)

Grant Kovacs Norrell  
400 - 900 Howe St.  
Vancouver, BC V6Z 2M4  
Attn: Arthur M. Grant  
Phone: 604-642-6361  
[agrant@gkn.ca](mailto:agrant@gkn.ca)

This notice contains a summary of some of the terms of the settlement agreement in the Class Actions. If there is a conflict between the provisions of this notice and settlement agreement, including the schedules to the settlement agreement, the settlement agreement shall prevail.



Schedule "A2"  
TELUS CLASS ACTION

NOTICE OF THE SETTLEMENT APPROVAL AND CLAIMS PROCEDURES

Read this notice carefully as it may affect your rights.

THIS NOTICE IS DIRECTED TO:

All persons who are residents of British Columbia, excluding TELUS Communications Inc.'s ("TELUS") employees or agents, who:

- c) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2005, in the case of prepaid customers or,
- d) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2010, in the case of postpaid customers.

(collectively, the "BC Class" or "BC Class Members")

-AND TO-

All persons who are residents of Alberta, excluding TELUS' employees or agents, who:

- c) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2005, in the case of prepaid customers or
- d) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2010, in the case of postpaid customers.

(collectively, the "Alberta Class" or "Alberta Members" and together with the BC Class, the "Class" or "Class Members")

I. Nature of the Class Action

On or about January 21, 2005, a proposed class action was commenced against TELUS in the Supreme Court of British Columbia, *Michelle Seidel v. TELUS Communications Inc.* (Vancouver Registry, No. L050143) (the "BC Action"). The BC Class Action was brought on behalf of the BC Class.

On or about February 18, 2005, a proposed class action was commenced against TELUS in the Court of Queen's Bench of Alberta, *Kathryn Dushane v. TELUS Communications Inc.* (Judicial District of Edmonton, Action No. 0503 03315) (the "Alberta Action" and together with the BC Class Action, the "Class Actions"). The Alberta Class Action was brought on behalf of the Alberta Class.

In the BC Class Action, the plaintiff alleged that TELUS' billing practices in relation to incoming calls breached the *Business Practices and Consumer Protection Act*.

In the Alberta Class Action, the plaintiff alleged that TELUS' billing practices in relation to incoming calls constituted unfair acts and practices pursuant to the *Fair Trading Act*, RSA 2000, c. F-2 and the *Unfair Trade Practices Act*, RSA 1980, c. U-3.

## II. Settlement

The parties reached a settlement of the Class Actions, without an admission of liability on the part of TELUS, which has been approved by the Supreme Court of British Columbia and the Court of Queen's Bench of Alberta ("Settlement" or "Settlement Agreement").

Class Members are eligible to make a claim for a \$10.00 voucher which can be redeemed at TELUS Corporate Stores for in-store purchases of accessories and post-paid devices. The vouchers will not be eligible to offset TELUS bills for phone, internet, television or security plans and services, or for any other purpose. Vouchers will be distributed on a first come, first serve basis.

TELUS is obliged to fund the redemption of vouchers, Class Counsel fees and a \$125,000 charitable donation paid for the benefit of the Class to ♦. The total of these amounts shall not exceed CDN \$3,700,000. In addition, TELUS will pay disbursements up to a maximum of \$100,000 and applicable taxes on such fees and disbursements. For more information about ♦, please visit ♦.

This Settlement resolves the Class Actions for all Class Members as against TELUS. If the settlement is approved, a full release of all claims in the Class Actions will be granted to TELUS. This Settlement represents a resolution of disputed claims and TELUS does not admit any wrongdoing or liability.

## III. Claims Process

### A. Submitting a Claim

To qualify for a voucher, you must submit a completed claim form with the Claims Administrator online at: ♦

Your claim form must include the following information:

- a) your name;
- b) current telephone number; and
- c) email address.

You may also provide the TELUS phone number you held between January 21, 1999 to April 2005 for prepaid customers, and January 21, 1999 and April 2010 for postpaid customers.

You must also certify that you were a TELUS wireless customer at some point during the period between January 1999 and April 2010 and that they used the phone for primarily personal, family or household purposes.

Your claim's form must be submitted by ♦.

The Claims Administrator shall review the claims forms by ♦ to either approve or reject claims.

**B. Challenging a Claim**

TELUS will be entitled to challenge a claim on the basis that a claimant was not in fact a TELUS customer during the relevant time period, or that the account in question was not a business account.

In the event of a challenge, you shall be notified that your claim has been challenged and that you may appeal the challenge. Appeals will be determined by an independent referee. Any such appeal, including all supporting documentation, must be electronically submitted within 30 of the date that the notice of TELUS' challenge is sent to you.

There shall be no right of appeal in respect of claims filed after the claims' deadline or in respect of claims that the Claims Administrator has determined to be invalid.

Appeals shall be decided on the basis of the documentation provided to the Claims Administrator as part of the claims process. You shall be entitled to provide proof of your claim in the form of document supporting your status as a Class Member, or your use of your phone for primarily personal, family, or household purposes and TELUS may submit evidence in response within 30 days of receipt of your appeal materials. The relevance and admissibility of all such evidence is to be determined by the independent referee. The independent referee shall decide the appeal on the basis of the evidence admitted and nothing more.

The independent referee's decision on the appeal shall be issued within thirty (30) days following the deadline for TELUS to submit evidence in response and is final and binding and shall not be subject to any further appeal or review whatsoever.

**C. Obtaining and Redeeming Vouchers**

The Claims Administrator will email the vouchers to each approved claimant to the email address provided by each claimant.

To redeem a voucher for all or part of its face value, you must submit the voucher to a TELUS Corporate Store together with in-store purchases of accessories and post-paid devices within 4 months after the date of voucher issuance.

The Vouchers will not be eligible to offset TELUS bills for phone, internet, television or security plans and services, or for any other purpose other than to offset the costs of in-store purchases of accessories and post-paid devices.

Vouchers will be distributed on a first come, first served basis. Once Vouchers have been issued up to the maximum settlement amount, no further vouchers will be issued.

### C. Questions

This notice contains only a summary of the Settlement and Class Members are encouraged to review the complete Settlement Agreement.

If you have questions that are not answered online, please contact either the Claims Administrator at ♦ or the appropriate Class Counsel identified below.

The law firm of Lemer & Company represents Class Members in the BC Action and the Alberta Action. They can be reached at:

Lemer & Company  
210 - 900 Howe St.  
Vancouver, BC V6Z 2M4  
Attn: Bruce W. Lemer

Phone: 778-383-7277  
Fax: 778-383-7278

blemer@lemerlaw.ca

<https://www.brucelemer.com/>

Grant Kovacs Norell  
400 - 900 Howe St.  
Vancouver, BC V6Z 2M4  
Attn: Arthur M. Grant

Phone: 604-642-6361  
Fax: 604-609-6688

agrant@gkn.ca

<https://www.gkn.ca/>

**INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**

### D. Interpretation

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement including the Schedules to the Settlement Agreement, the terms of the Settlement Agreement and/or the Court orders shall prevail.

### IV. Additional Information

This notice is given to you on the basis that you may be a Class Member whose rights could be affected by the Class Actions. This notice should not be understood as an expression of any opinion of the Courts as to the merits of any claim or defences asserted in the Class Actions. Its sole purpose is to inform you of the Class Actions so that you may decide what steps to take in relation to it.

This notice contains a summary of the Class Actions and the Settlement Agreement. Further details regarding the Class Actions and the Settlement Agreement can be found on Class Counsel's websites. Class Members are encouraged to visit the websites. If you have questions that are not answered online, please contact the appropriate Class Counsel identified above.

**INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**

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THIS NOTICE HAS BEEN APPROVED BY THE SUPREME COURT OF  
BRITISH COLUMBIA AND THE COURT OF QUEEN'S BENCH OF  
ALBERTA.

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Short Form Notice  
LEGAL NOTICE

IF YOU CONTRACTED WITH TELUS FOR *PREPAID* CELLULAR TELEPHONE SERVICES  
BETWEEN JANUARY 21, 1999 AND APRIL 2005 OR *POSTPAID* CELLULAR TELEPHONE  
SERVICES BETWEEN JANUARY 21, 1999 AND APRIL 2010 (INCLUSIVE)  
YOU MAY HAVE LEGAL RIGHTS IN A CLASS ACTION LAWSUIT

*What's This About?*

Class actions proceedings have been commenced in British Columbia and Alberta alleging that beginning in January 1999, TELUS engaged in billing practices that breached consumer protection legislation in British Columbia and Alberta (the "Class Actions"). The proceedings have been certified in British Columbia and Alberta.

*The Settlement*

A settlement has been reached to resolve the Class Actions, which has been approved by the courts in British Columbia and Alberta. The Defendants will fund compensation, not to exceed the total of not to exceed \$3,700,000, for \$10.00 vouchers which can be redeemed at TELUS Corporate Store for in-store purchases of accessories and post-paid devices, along with Class Counsel fees and a charitable donation for the benefit of Class Members in exchange for a full release of all claims. The Defendants do not admit any liability or wrongdoing.

*Who is Included?*

You are a class member in the Class Actions if you are resident of British Columbia or Alberta and you contracted for cellular telephone services through TELUS between January 21, 1999 and April 2005 in the case of prepaid customers or between January 21, 1999 and April 2010 in the case of postpaid customers (the "Class Members").

*Claims Procedure*

To qualify for a voucher, you must submit a completed claim form with the Claims Administrator online at [☞](#). Your claim form must include your name, current telephone number and email address. You may also provide the TELUS phone number you held between January 21, 1999 and April 2005 for prepaid customers or January 21, 1999 to April 2010 for postpaid customers. You also must certify that you were a

TELUS cellular telephone customer at some point during the period between January 1999 and April 2010.

Your claim form must be submitted by [☞](#).

If your claim is approved, the Claims Administrator will email the vouchers to the email you provided in your claim form.

*Where Can I Get More Information?*

More information can be found at [www.brucelemer.com](http://www.brucelemer.com) or [www.gkn.ca](http://www.gkn.ca). You can also contact Class Counsel at the contact information below.

It is strongly recommended that you review the long form of this Legal Notice, which can be obtained on Class Counsel's websites.

If you are resident in B.C. or Alberta, contact:

Lemer & Company  
210 - 900 Howe St.  
Vancouver, BC V6Z 2M4  
Attn: Bruce W. Lemer  
778-383-7277  
[blemer@lemerlaw.ca](mailto:blemer@lemerlaw.ca)

Grant Kovacs Norell  
400 - 900 Howe St.  
Vancouver, BC V6Z 2M4  
Attn: Arthur M. Grant  
604-642-6361  
[agrant@gkn.ca](mailto:agrant@gkn.ca)

This notice contains a summary of some of the terms of the settlement agreement in the Class Actions. If there is a conflict between the provisions of this notice and settlement agreement, including the schedules to the settlement agreement, the settlement agreement shall prevail.

Schedule "B1"

No. L050143  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

Michelle Seidel

Plaintiff

AND:

TELUS Communications Inc.

Defendant

BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

BEFORE )  
 )  
 ) THE HONOURABLE JUSTICE ~~15~~ )  
 )  
 )

ON THE APPLICATION OF the Plaintiff coming on for hearing at ♦ on ♦ and on hearing ♦ and ♦;

THIS COURT ORDERS that:

1. All capitalized terms in this Order have the same meaning as defined in such Settlement Agreement attached as Schedule "A" to this Order.
2. The form of the Notice as attached at Schedule "A1" to the Settlement Agreement is approved.
3. Any Class Member resident in British Columbia who wishes to opt-out of the action must do so by sending a written completed opt-out form to BC Class Counsel on or before the date that is ♦ days from the date of first publication of this Notice.

- 2 -

4. The method of disseminating notice as provided for in the Settlement Agreement is approved.
5. This Order is contingent upon parallel orders being made by the Court of Queen's Bench of Alberta.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

\_\_\_\_\_  
Signature of  
☐ Party ☒ Lawyers for Plaintiff

\_\_\_\_\_  
Bruce W. Lemor

\_\_\_\_\_  
Arthur M. Grant

\_\_\_\_\_  
Signature of  
☐ Party ☒ Lawyer for the Defendant

\_\_\_\_\_  
Andrew Borrell

BY THE COURT

\_\_\_\_\_  
REGISTRAR




Schedule "B2"

COURT FILE NO. 0503-03315  
 COURT Court of Queen's Bench of Alberta  
 JUDICIAL CENTRE Edmonton  
 APPLICANT KATHRYN DESHANE  
 RESPONDENT TELUS COMMUNICATIONS INC.  
 DOCUMENT ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Fasken Martineau DuMoulin LLP  
 Barristers & Solicitors  
 2900 - 550 Burrard Street  
 Vancouver, BC V6C 0A3

Attention: Andrew Borrell  
 Telephone: +1 604 631 3195  
 Facsimile: +1 604 632 3195  
 File No: 254733.00221

DATE ON WHICH ORDER WAS PRONOUNCED: ♦

NAME OF JUSTICE WHO MADE THIS ORDER: Justice 

ORDER

UPON THE APPLICATION of the Applicant, Kathryn Deshane, coming on for hearing at Edmonton, Alberta on ♦; AND ON HEARING ♦, counsel for the Applicant; AND ON HEARING ♦, counsel for the Respondents TELUS Communications Inc., AND ON READING the material filed;

IT IS HEREBY ORDERED THAT:

- 2 -

1. All capitalized terms in this Order have the same meaning as defined in such Settlement Agreement attached as Schedule "A" to this Order.
2. This action be certified as a class proceeding under the *Class Proceedings Act*, S.A. 2003, c. C-16.5, on consent of the Parties, subject to the terms and conditions of the Settlement Agreement, including TELUS' express reservation of rights to contest certification of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings;
3. The Class be described as all persons who are residents of Alberta, excluding the Defendant's employees or agents, who:
  - a) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2005, in the case of prepaid customers or
  - b) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2010, in the case of postpaid customers.
4. The Plaintiff, Kathryn Deshane, be appointed as the representative plaintiff for the Class for the purposes of settlement.
5. The Class asserts claims that the Defendant engaged in acts and practices that constitute unfair acts and practices pursuant to the *Fair Trading Act*, RSA 2000, c. F-2 and the *Unfair Trade Practices Act*, RSA 1980, c. U-3. The relief sought is damages.
6. The following issue is certified as a common issue: During the period of January 21, 1999 to April 2010 (the "Material Time"), were the Defendant's representations to the Class in relation to how they would be charged for incoming calls such that they constituted constitute unfair acts and practices pursuant to the *Fair Trading Act*, RSA 2000, c. F-2 and the *Unfair Trade Practices Act*, RSA 1980, c. U-3?
7. **AND IT IS HEREBY FURTHER ORDERED THAT** the form of the Notice as attached as Schedule "A1" to the Settlement Agreement is approved.
8. **AND IT IS HEREBY FURTHER ORDERED THAT** any Class Member resident in Alberta who wishes to opt-out of the action must do so by sending a written completed opt-out form to Alberta Class Counsel on or before the date that is 45 days from the date of first publication of this Notice.
9. **AND IT IS HEREBY FURTHER ORDERED THAT** the method of disseminating notice as provided for in the Settlement Agreement is approved.

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10. AND IT IS HEREBY FURTHER ORDERED THAT this Order is contingent upon parallel orders being made by the Supreme Court of British Columbia.

Justice of the Court of Queen's Bench of Alberta

No. L050143  
Vancouver Registry

BETWEEN:

Plaintiff

AND;

Defendant

ORDER MADE AFTER APPLICATION

ON THE APPLICATION OF the Plaintiff coming on for hearing at ♦ on ♦ and on hearing ♦ and ♦;

BY CONSENT THIS COURT ORDERS that:

1. The terms of the settlement reached between the parties as set out in the Settlement Agreement attached as Schedule "A" to this Order are hereby approved and that all capitalized terms in this Order have the same meaning as defined in such Settlement Agreement.
2. The Settlement Agreement is fair, reasonable and in the best interests of the BC Class.
3. The Releasers, other than those who opt-out of the Settlement, have fully and finally released the Released Parties from the Released Claims.
4. The form of the Notice as attached at Schedule "A2" to the Settlement Agreement is approved.

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5. The method of disseminating notice as provided for in the Settlement Agreement is approved.
6. This Court retains continuing exclusive jurisdiction over the parties to administer, supervise, construe and enforce this Settlement Agreement.
7. The parties may bring such motions to this Court for directions as may be required until the Effective Date.
8. The Action will be dismissed without costs following the full implementation of the terms established by the Settlement Agreement.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

\_\_\_\_\_  
Signature of  
☐ Party ☒ Lawyer for the Plaintiff

\_\_\_\_\_  
Bruce Lemer

\_\_\_\_\_  
Signature of  
☐ Party ☒ Lawyer for the Defendant

\_\_\_\_\_  
Andrew Borrell

BY THE COURT

\_\_\_\_\_  
REGISTRAR

Schedule "C2"

COURT FILE NO. 0503-03315  
COURT Court of Queen's Bench of Alberta  
JUDICIAL CENTRE Edmonton  
APPLICANT KATHRYN DESHANE  
RESPONDENT TELUS COMMUNICATIONS INC.  
DOCUMENT ORDER

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS DOCUMENT  
Fasken Martineau DuMoulin LLP  
Barristers & Solicitors  
2900 - 550 Burrard Street  
Vancouver, BC V6C 0A3

Attention: Andrew Borrell  
Telephone: +1 604 631 3195  
Facsimile: +1 604 632 3195  
File No: 254733.00221

DATE ON WHICH ORDER WAS PRONOUNCED: ♦

NAME OF JUSTICE WHO MADE THIS ORDER: Justice <2>

---

ORDER

---

UPON THE APPLICATION of the Applicant, Kathryn Deshane, coming on for hearing at Edmonton, Alberta on ♦; AND ON HEARING ♦, counsel for the Applicant; AND ON HEARING ♦, counsel for the Respondents TELUS Communications Inc., AND ON READING the material filed:

IT IS HEREBY ORDERED THAT:

1. The terms of the settlement reached between the parties as set out in the Settlement Agreement attached as Schedule "A" to this Order are hereby approved in respect of

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the Alberta Class Members, other than those who opt-out of the Settlement in accordance with the terms of the Settlement Agreement, and that all capitalized terms in this Order have the same meaning as defined in such Settlement Agreement.

2. The Settlement Agreement is fair, reasonable and in the best interests of the Alberta Class.
3. In accordance with the Settlement Agreement, this proceeding is certified on consent as a class proceeding, subject to the terms and conditions of this Settlement Agreement, including the Defendant's express reservation of rights to contest certification or authorization of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings.
4. The Releasers, other than those who opt-out of the Settlement, have fully and finally released the Released Parties from the Released Claims.
5. The form of the Notice as attached at Schedule A2 to the Settlement Agreement is approved.
6. The method of disseminating notice as provided for in the Settlement Agreement is approved.
7. The parties may bring such motions to this Court for directions as may be required until the Effective Date.
8. The Action will be dismissed without costs following the full implementation of the terms established by the Settlement Agreement.

---

Justice of the Court of Queen's Bench of Alberta

# SCHEDULE B

## AMENDMENT TO SETTLEMENT AGREEMENT

Settlement Agreement Originally made as of May 27, 2021

Amended as of May 26, 2023

***MICHELLE SEIDEL v. TELUS COMMUNICATIONS INC.***  
(Supreme Court of British Columbia,  
File No. L050143, Vancouver Registry)

- and -

***DESHANE v. TELUS COMMUNICATIONS INC.***  
(Court of Queen's Bench of Alberta,  
Action No. 0503 03315, Judicial District of Edmonton)



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the Plaintiffs in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

G. WHEREAS, TELUS does not admit, through the execution of this Settlement Agreement or otherwise, any unlawful conduct, wrongdoing or blame of any kind, on its behalf or on behalf of its corporate successors or predecessors, either as alleged or at all;

H. WHEREAS, the Parties intend by this Settlement Agreement to resolve all past, present, and future claims of Class Members in any way arising out of or relating to the Proceedings;

I. WHEREAS, Class Counsel and TELUS, through counsel, have engaged in extensive, arm's-length negotiations, and attended a facilitated confidential mediation conducted with an experienced mediator, that have resulted in this Settlement Agreement;

J. 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 expense in prosecuting the Proceedings, 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 Class Members;

K. WHEREAS, the Parties therefore wish to, and hereby do, fully and finally resolve the Proceedings against TELUS without admission of liability;

L. WHEREAS, TELUS expressly reserves its rights to contest certification of any other related or unrelated proceedings and its rights to defend on the merits any other related or unrelated proceedings.

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 the undersigned on behalf of the Plaintiffs, Class Members and TELUS that all claims of Class Members shall be settled and that, on the Effective Date, Class Counsel shall file a Consent Dismissal Order without costs in each of the Proceedings dismissing all claims against TELUS with like effect as if after a trial upon the merits subject to the Court

- (8) *BC Class Counsel* means Lemer & Company and Grant Kovacs Norell.
- (9) *BC Court* means the Supreme Court of British Columbia.
- (10) *BC Plaintiff* means Michelle Seidel.
- (11) *BC Proceeding* means *Michelle Seidel v. TELUS Communications Inc.* (Supreme Court of British Columbia, Vancouver Registry, No. L050143).
- (12) *Claim* means the request made by Class Members or their representatives for Vouchers, as provided for in Section 6.3.
- (13) *Claimant* means a Class Member who submits a Claim Form pursuant to Section 6.3.
- (14) *Claim Forms* means the online form which must be submitted to the Claims Administrator by Class Members in order to claim a Voucher pursuant to Section 6.3.
- (15) *Claims Administrator* means the entity appointed by the Courts to administer this Settlement Agreement, and any employees of such entity.
- (16) *Claims Deadline* is the date that is six (6) months from the Claims Period Commencement Date.
- (17) *Claims Period* means the period beginning on the Claims Period Commencement Date and ending on the Claims Deadline. The Claims Period may be extended by agreement of the Parties or subsequent order by the Courts.
- (18) *Claims Period Commencement Date* means the date that Notice of Settlement Approval and Claims Procedures is first published.
- (19) *Claims Review Deadline* is the date that is thirty (30) days after the Claims Deadline.
- (20) *Class Counsel* means BC Class Counsel and Alberta Class Counsel.
- (21) *Class Counsel Fees* include the fees of Class Counsel in the prosecution of the Proceedings, as outlined in Section 9. Class Counsel Fees are subject to approval of the Courts on application by Class Counsel.

- (30) *First BC Order* means the order issued by the BC Court to approve the Notice of Certification and Settlement Approval Hearing.
- (31) *Mediation Expenses* means the Mediator's fees.
- (32) *Notice Period* means six (6) months from the Claims Period Commencement Date.
- (33) *Notice of Certification and Settlement Approval Hearing* means the form of notice as approved by the Courts to inform Class Members of: (1) certification of the Proceedings, the definition of Class Members and the definition of the Class Period; and (2) the dates and locations of the hearings to approve this Settlement Agreement and the principle elements of this Settlement Agreement.
- (34) *Notice of Settlement Approval and Claims Procedures* means the form of notice as approved by the Courts to inform the Class Members of: (1) the approval of this Settlement Agreement; and (2) the process by which the Class Members may apply to claim Vouchers.
- (35) *Objection Date* means the date by which Class Members must deliver to Class Counsel any written objections to the Settlement, along with any supporting documentation. Class Counsel shall ensure any written objections received by the Objection Date are served on counsel for TELUS and filed with the Court.
- (36) *Opt-Out* means a Class Member who has submitted a valid written election to opt-out of either of the Proceedings.
- (37) *Parties* means the Plaintiffs, Class Members, and TELUS.
- (38) *Plaintiffs* means the BC Plaintiff and Alberta Plaintiff.
- (39) *Post-Paid Devices* means mobile devices (telephones and tablets) purchased in conjunction with a post-paid plan for wireless services.
- (40) *Proceedings* means the BC Proceeding and the Alberta Proceeding.
- (41) *Redemption Deadline* means four (4) months after the Date of Voucher Issuance.

- (50) *Voucher(s)* means a \$10 voucher redeemable at TELUS Corporate Stores for in-store purchases of accessories and Post-Paid Devices only which shall be issued and redeemed pursuant to Sections 6.6 and 6.7.

## SECTION 2:

### CONDITION PRECEDENT - COURT APPROVAL

2.1 Subject to Sections 7.1 and 7.2, this Settlement Agreement shall be null and void and of no force or effect unless both the BC Court and Alberta Court approve this Settlement Agreement, the orders contemplated herein have become Final Orders and the Effective Date has occurred.

## SECTION 3:

### SETTLEMENT APPROVAL

#### 3.1 Best Efforts

The Parties will use their best efforts to: (1) recommend approval of this Settlement Agreement to the Courts; (2) obtain approval of this Settlement Agreement and to carry out its terms; (3) support the Settlement contemplated by this Settlement Agreement in all public statements, including all statements in the Courts and all statements to the news media; and (4) effectuate the final dismissal with prejudice of the BC Proceedings and Alberta Proceedings as against TELUS, subject to the Courts retaining jurisdiction to supervise and address matters related to the implementation and administration of the Settlement Agreement.

#### 3.2 Notice Required

The Plaintiffs and the Class Members in the Proceedings shall be given the following notices: (1) Notice of Certification and Settlement Approval Hearing; (2) Notice of Settlement Approval and Claims Procedures; and (3) termination of this Settlement Agreement if it is properly terminated pursuant to Sections 7.1 and 7.2 or as otherwise ordered by the Courts.

### 3.5 Notice Costs

TELUS shall pay all reasonable notice costs as part of the Administration Expenses.

### 3.6 Motions Approving Notice

- (a) As soon as practicable after the Settlement Agreement is executed, the Plaintiffs shall bring a motion before the BC Court for the First BC Order.
- (b) As soon as practicable after seeking the First BC Order, the Plaintiffs shall bring a motion before the Alberta Court for the First Alberta Order.
- (c) The First BC Order shall, among other things approve the Notice of Certification and Settlement Approval Hearing.
- (d) The First Alberta Order shall, among other things:
  - (i) Certify the Alberta Proceeding for settlement purposes on consent of the Parties, subject to the terms and conditions of this Settlement Agreement, including TELUS' express reservation of rights to contest certification of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings; and
  - (ii) Approve the Notice of Certification and Settlement Approval Hearing.
- (e) The form of the First BC Order shall be substantially in the form attached hereto as Schedule "B1". The form of the First Alberta Order shall be substantially in the form attached hereto as Schedule "B2".

### 3.7 Motions for Settlement Approval

- (a) As soon as practicable after the First BC Order and First Alberta Order are granted, the Plaintiffs shall bring motions before the Courts to obtain the Second BC Order and Second Alberta Order.
- (b) Class Counsel will provide the necessary affidavit evidence to support the Courts' approval of the Settlement Agreement.

(f) This Settlement Agreement shall only become final on the Effective Date.

#### SECTION 4:

##### SETTLEMENT AMOUNT

4.1 This Settlement provides for a claims process for Class Members to make claims for compensation from TELUS in the form of Vouchers and a Cy Près Donation. TELUS' obligation hereunder is to make or fund:

1. the Cy Près Donation;
2. Class Counsel Fees plus applicable taxes;
3. Class Counsel's disbursements and taxes;
4. Mediation Expenses;
5. the Vouchers; and
6. Administration Expenses;

4.2 However, in no event shall the total value of the payments by TELUS towards the Cy Près Donation, Class Counsel Fees and the Vouchers exceed \$3,700,000. The payment of taxes on the Class Counsel Fees and Class Counsel's disbursements are in addition to the \$3,700,000. The total disbursements are to be capped at \$100,000. The Administration Expenses, and the Mediation Expenses are also in addition to \$3,700,000.

#### SECTION 5:

##### CY PRÈS DONATION

5.1 CAD \$125,000 shall be distributed to the Cy Près recipients to be identified and agreed to by TELUS and Class Counsel at least two months prior to the Cy Près Distribution Date, subject to Court Approval.

5.2 In the event that at the end of the Claims Review Deadline, the total value of the issued Vouchers is less than \$700,000, TELUS will make an additional cy près distribution, equal to the difference between \$700,000 and the value of the Vouchers issued, to a cy près recipient to be



- (e) Claimants must also certify that they were a TELUS wireless customer at some point during the period between January 1999 and April 2010 and that they used the phone for primarily personal, family or household purposes.
- (f) The Claims Administrator shall approve such Claims without requiring further documentation unless there is reasonable cause to suspect that the Claim is fraudulent or otherwise improper.

#### 6.4 Claims Review Process

- (a) The Claims Administrator shall review the Claims Forms by the Claims Review Deadline to determine whether they contain the required documentation, if any, and whether the Claims are duplicative or otherwise invalid and shall reject any invalid Claims.
- (b) The decision concerning the validity of any particular Claim shall be made by the Claims Administrator and subject to TELUS' ability to challenge claims as set out in section 6.5 shall be final.
- (c) The Claims Administrator shall make a determination of the number of Vouchers to be issued to each Claimant by the Claims Review Deadline.
- (d) TELUS shall pay all reasonable claims administration costs.
- (e) The Claims Administrator shall send TELUS periodic invoices for the costs of the claims administration under this Settlement Agreement. If TELUS believes the amount charged on any invoice is excessive, TELUS may submit its objections to the Courts for resolution and need not pay the disputed amount until the Court has resolved the objections.

#### 6.5 Challenging Claims

- (a) TELUS will be entitled to challenge a Claim on the basis that the Claimant was not in fact a TELUS customer during the Class Period, or that the account in question was not a business account.

#### 6.6 Issuing and Redeeming Vouchers

- (a) During the Claims Period, the Claims Administrator shall email the Vouchers for each Claimant whose Claim is approved to the email address provided by the Claimant:
  - (i) in the case of each Claim that TELUS has not challenged, within thirty (30) days following the Claims Deadline; and
  - (ii) in the case of each Claim that TELUS has challenged under Section 6.5 where the Claimant has successfully appealed that challenge, within thirty (30) days following the final decision of the independent referee.
- (b) To redeem a Voucher for all or part of its face value, a Claimant must submit the Voucher to the TELUS Corporate Store together with TELUS Approved Products by the Redemption Deadline.

#### 6.7 Restrictions

- (a) The Vouchers will not be eligible to offset TELUS bills for phone, internet, television or security plans and services, or for any other purpose other than to offset the costs of TELUS Approved Products.
- (b) Vouchers will be distributed on a first come, first served basis. Once Vouchers have been issued up to the maximum Settlement Amount, no further Vouchers will be issued.

### SECTION 7:

#### TERMINATION OF SETTLEMENT AGREEMENT

##### 7.1 Right of Termination

- (a) The Plaintiffs and/or TELUS have the right to terminate this Settlement Agreement in the event that:

of this Settlement Agreement as any form of admission, whether of liability, wrongdoing, or otherwise, of TELUS or the Plaintiffs.

**7.3 Survival of Provisions After Any Termination**

If this Settlement Agreement is terminated, the provisions of this Settlement Agreement will have no force or effect and all obligations related thereto shall cease immediately.

**SECTION 8:**

**RELEASES AND DISMISSALS**

**8.1 Release of Released Parties**

The Parties agree to the following release which shall be included in the Second BC Order and the Second Alberta Order and which shall take effect upon the date the Courts' approval of the Settlement Agreement becomes a Final Order.

- (a) In exchange for the settlement benefits hereunder and for other valuable consideration set forth in the Settlement Agreement, the Plaintiffs and each Class Member, including their heirs, successors and assigns, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, expressly and irrevocably waives and fully, finally and forever settles and releases all claims, demands, actions, suits and causes of action against TELUS and/or its directors, officers, employees, lawyers, insurers or agents, whether known or unknown, asserted or unasserted, that any Class Member ever had, could have had, now has or hereafter can, shall or may have, relating in any way to any conduct, act or omission which was or could have been alleged in the Proceedings which arise from or relate to contracts for cellular telephone services through TELUS from January 21, 1999 to April 2010.
- (b) The Plaintiffs and Class Members expressly agree that this Release and the Second BC Order and the Second Alberta Order are, will be, and may be raised as a complete defence to, and will preclude any action or proceeding encompassed by this Release.

way whatsoever pertaining to the Proceedings, including without limitation, any claim for benefits, proceeds or value under the Proceedings, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Proceedings or in any benefits, proceeds or values under the Proceedings.

- (f) Without in any way limiting its scope, and except to the extent otherwise specified in this Settlement Agreement, this Release covers without limitation, any and all claims for legal fees, taxes, costs, expert fees or consultant fees, interest, or litigation fees, costs or any other fees, costs and/or disbursements incurred by legal counsel, Class Counsel, any other legal counsel, the Plaintiffs, Class Members or any other person who claim to have assisted in conferring the benefits under this Settlement upon the Class.
- (g) The Plaintiffs, Class Counsel and/or any other legal counsel who receives legal fees and disbursements from this Settlement acknowledge that they have conducted sufficient independent investigation to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.
- (h) Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.
- (i) Releasors hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in the Second BC Order and the Second Alberta Order.
- (j) Without limiting any other provisions herein, each Class Member who did not opt-out will be deemed by the Settlement Agreement to have completely and unconditionally released and forever discharged the Released Parties from any and all Released Claims, including all claims, actions, causes of action, suits, debts,

9.4 Within 72 hours after Class Counsel obtain the Courts' approval of Class Counsel Fees, TELUS shall transfer the monies so awarded by the Courts for payment of Class Counsel Fees as directed by BC Class Counsel so long as the direction is consistent with the Courts' approval of Class Counsel Fees. BC Class Counsel shall be responsible for directing the payment of Class Counsel Fees among Class Counsel, consultants and experts at their discretion. TELUS shall have no liability in connection with the direction, transfer, and distribution of the Class Counsel Fees among Class Counsel, or otherwise.

9.5 Class Members who have retained, or in the process of making a claim do retain, lawyers to assist them in making their individual claims to this Settlement shall be solely responsible for the legal fees and expenses of such lawyers.

#### SECTION 10:

##### NO ADMISSION OF LIABILITY

10.1 The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, 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 Released Parties or any of them, or of the truth of any of the claims or allegations made in the Proceedings, or in any other pleading filed by the Plaintiffs or TELUS.

10.2 The Parties further agree that, whether or not this Settlement Agreement is finally approved or is terminated, neither this Settlement Agreement nor any document relating to it shall be offered in evidence in any action or proceeding in any court, agency or tribunal, except to seek court approval of this Settlement Agreement or to give effect to and enforce the provisions of this Settlement Agreement.

- (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.

#### **11.5 Ongoing Jurisdiction**

- (a) Each of the Courts shall retain exclusive jurisdiction over the Proceeding commenced in their respective jurisdiction, the Parties thereto and the Class Counsel Fees in those Proceedings.
- (b) No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complimentary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.

#### **11.6 Governing Law**

Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia, but with regard to Class Members of the Alberta Class, this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Alberta.

#### **11.7 Entire Agreement**

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

#### **11.8 Amendments**

This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Courts.

#### 11.13 Dates

Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and with the approval of the Courts.

#### 11.14 Language

The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

#### 11.15 Recitals

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

#### 11.16 Schedules

The Schedules annexed hereto form part of this Settlement Agreement.

#### 11.17 Acknowledgments

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 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, her, or its counsel;
- (c) he, she, or 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.

**FOR PLAINTIFFS AND FOR CLASS COUNSEL:**

**Lemer & Company**  
210 - 900 Howe Street  
Vancouver, BC V6Z 2M4

Bruce W. Lemer  
Phone: (778) 383 7277  
Fax: (778) 383 7278  
Email: [blemer@lemerlaw.ca](mailto:blemer@lemerlaw.ca)

**Grant Kovacs Norell**  
400 - 400 Howe Street  
Vancouver, BC V6Z 2M4

Arthur M. Grant  
Phone: (604) 642 6361  
Fax: (866) 609 6688  
Email: [agrant@gkn.ca](mailto:agrant@gkn.ca)

**FOR THE DEFENDANT AND DEFENCE COUNSEL:**

**Fasken Martineau DuMoulin LLP**  
2900 - 550 Burrard Street  
Vancouver, BC V6C 0A3

Andrew Borrell  
Alexandra Mitretodis  
Telephone: (604) 631 3131  
Fax: (604) 631 3232  
Email: [aborrell@fasken.com](mailto:aborrell@fasken.com)  
Email: [amitretodis@fasken.com](mailto:amitretodis@fasken.com)



Schedule "A1"  
Long Form Notice

TELUS CLASS ACTION

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

Read this notice carefully as it may affect your rights.

THIS NOTICE IS DIRECTED TO:

All persons who are residents of British Columbia, excluding TELUS Communications Inc.'s ("TELUS") employees or agents, who:

- a) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2005, in the case of prepaid customers or,
- b) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2010, in the case of postpaid customers.

(collectively, the "BC Class" or "BC Class Members")

-AND TO-

All persons who are residents of Alberta, excluding TELUS' employees or agents, who:

- a) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2005, in the case of prepaid customers or
- b) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2010, in the case of postpaid customers.

(collectively, the "Alberta Class" or "Alberta Members" and together with the BC Class, the "Class" or "Class Members")

I. Nature of the Class Action

On or about January 21, 2005, a proposed class action was commenced against TELUS in the Supreme Court of British Columbia, *Michelle Seidel v. TELUS Communications Inc* (Vancouver Registry, No. L050143) (the "BC Action"). The BC Class Action was brought on behalf of the BC Class.

On or about February 18, 2005, a proposed class action was commenced against TELUS in the Court of Queen's Bench of Alberta, *Kathryn Deshane v. TELUS Communications Inc.* (Judicial District of Edmonton, Action No. 0503 03315) (the "Alberta Action" and together with the BC Class Action, the "Class Actions"). The Alberta Class Action was brought on behalf of the Alberta Class.

At the approval hearings, the Courts will consider objections to the Settlement by the Class Members if the objections are submitted in writing, by prepaid mail or email to either of the Class Counsel's addresses below postmarked no later than 10 days before the first approval hearing.

A written objection should include the following information:

- a) the objector's name, current mailing address, telephone number, fax number and email address;
- b) the reason why the objector believes that they are a Class Member;
- c) a brief statement of the nature of and reasons for the objection; and
- d) whether the objector intends to appear at the hearing in person or by counsel, and, if by counsel, the name, address, telephone number, fax number and email address of counsel.

**C. Questions about the Settlement**

This notice contains only a summary of the Settlement and Class Members are encouraged to review the complete Settlement Agreement. If you have questions that are not answered online, please contact the appropriate Class Counsel identified below.

The law firms Lemer & Company and Grant represents Class Members in the BC Action and the Alberta Action. They can be reached at:

Lemer & Company  
210 - 900 Howe St.  
Vancouver, BC V6Z 2M4  
Attn: Bruce W. Lemer

Phone: 778-383-7277  
Fax: 778-383-7278

[blemer@lemerlaw.ca](mailto:blemer@lemerlaw.ca)

<https://www.brucelemer.com/>

Grant Kovacs Norell  
400 - 900 Howe St.  
Vancouver, BC V6Z 2M4  
Attn: Arthur M. Grant

Phone: 604-642-6361  
Fax: 604-609-6688

[agrant@gkn.ca](mailto:agrant@gkn.ca)

<https://www.gkn.ca/>

**INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**

**D. Interpretation**

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement including the Schedules to the Settlement Agreement, the terms of the Settlement Agreement and/or the Court orders shall prevail.

**III. Opt-Out Procedure**

the Alberta Class Members, other than those who opt-out of the Settlement in accordance with the terms of the Settlement Agreement, and that all capitalized terms in this Order have the same meaning as defined in such Settlement Agreement.

2. The Settlement Agreement is fair, reasonable and in the best interests of the Alberta Class.
3. In accordance with the Settlement Agreement, this proceeding is certified on consent as a class proceeding, subject to the terms and conditions of this Settlement Agreement, including the Defendant's express reservation of rights to contest certification or authorization of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings.
4. The Releasers, other than those who opt-out of the Settlement, have fully and finally released the Released Parties from the Released Claims.
5. The form of the Notice as attached at Schedule A2 to the Settlement Agreement is approved.
6. The method of disseminating notice as provided for in the Settlement Agreement is approved.
7. The parties may bring such motions to this Court for directions as may be required until the Effective Date.
8. The Action will be dismissed without costs following the full implementation of the terms established by the Settlement Agreement.

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Justice of the Court of Queen's Bench of Alberta

5. The method of disseminating notice as provided for in the Settlement Agreement is approved.
6. This Court retains continuing exclusive jurisdiction over the parties to administer, supervise, construe and enforce this Settlement Agreement.
7. The parties may bring such motions to this Court for directions as may be required until the Effective Date.
8. The Action will be dismissed without costs following the full implementation of the terms established by the Settlement Agreement.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

\_\_\_\_\_  
Signature of  
☐ Party ☒ Lawyer for the Plaintiff

\_\_\_\_\_  
Bruce Lemer

\_\_\_\_\_  
Signature of  
☐ Party ☒ Lawyer for the Defendant

\_\_\_\_\_  
Andrew Borrell

BY THE COURT

\_\_\_\_\_  
REGISTRAR

- 3 -

10. AND IT IS HEREBY FURTHER ORDERED THAT this Order is contingent upon parallel orders being made by the Supreme Court of British Columbia.

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Justice of the Court of Queen's Bench of Alberta


Schedule "B2"

COURT FILE NO. 0503-03315  
COURT Court of Queen's Bench of Alberta  
JUDICIAL CENTRE Edmonton  
APPLICANT KATHRYN DESHANE  
RESPONDENT TELUS COMMUNICATIONS INC.  
DOCUMENT ORDER

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS DOCUMENT  
Fasken Martineau DuMoulin LLP  
Barristers & Solicitors  
2900 - 550 Burrard Street  
Vancouver, BC V6C 0A3

Attention: Andrew Borrell  
Telephone: +1 604 631 3195  
Facsimile: +1 604 632 3195  
File No: 254733.00221

DATE ON WHICH ORDER WAS PRONOUNCED: ♦

NAME OF JUSTICE WHO MADE THIS ORDER: Justice 

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ORDER

---

UPON THE APPLICATION of the Applicant, Kathryn Deshane, coming on for hearing at Edmonton, Alberta on ♦; AND ON HEARING ♦, counsel for the Applicant; AND ON HEARING ♦, counsel for the Respondents TELUS Communications Inc., AND ON READING the material filed:

IT IS HEREBY ORDERED THAT:

donation for the benefit of Class Members as well as the legal fees of class counsel in exchange for a full release of all claims. The Defendants do not admit any liability or wrongdoing.

*Who is Included?*

You are a class member in the Class Actions if you are resident of British Columbia or Alberta and you contracted for cellular telephone services through TELUS between January 21, 1999 and April 2005 in the case of prepaid customers or between January 21, 1999 and April 2010 in the case of postpaid customers (the "Class Members").

*Certification and Settlement Approval Hearing*

A hearing to consider approval of the Settlement will be heard by the Supreme Court of British Columbia in the City of Vancouver on ♦ at ♦. A hearing to consider

certification and approval of the Settlement will be heard by the Court of Queen's Bench of Alberta in the City of Calgary on ♦ at ♦.

Class Members will be bound by the terms of the settlement agreement if approved by the courts.

If you wish to comment on or object to the settlements, you must do so in writing by ♦.

*Where Can I Get More Information?*

More information can be found at [www.brucelemer.com](http://www.brucelemer.com) [www.gkn.ca](http://www.gkn.ca). You can also contact Class Counsel at the contact information below.

It is strongly recommended that you review the long form of this Legal Notice, which can be obtained on Class Counsel's websites.

If you are resident in B.C. or Alberta, contact:

Lemer & Company  
210 - 900 Howe St.  
Vancouver, BC V6Z 2M4  
Attn: Bruce W. Lemer  
Phone: 778-383-7277  
[blemer@lemerlaw.ca](mailto:blemer@lemerlaw.ca)

Grant Kovacs Norell  
400 - 900 Howe St.  
Vancouver, BC V6Z 2M4  
Attn: Arthur M. Grant  
Phone 604-642-6361  
[agrant@gkn.ca](mailto:agrant@gkn.ca)

This notice contains a summary of some of the terms of the settlement agreement in the Class Actions. If there is a conflict between the provisions of this notice and settlement agreement, including the schedules to the settlement agreement, the settlement agreement shall prevail.

In the BC Class Action, the plaintiff alleged that TELUS' billing practices in relation to incoming calls breached the *Business Practices and Consumer Protection Act*.

In the Alberta Class Action, the plaintiff alleged that TELUS' billing practices in relation to incoming calls constituted unfair acts and practices pursuant to the *Fair Trading Act*, RSA 2000, c. F-2 and the *Unfair Trade Practices Act*, RSA 1980, c. U-3.

## II. Settlement

The parties reached a settlement of the Class Actions, without an admission of liability on the part of TELUS, which has been approved by the Supreme Court of British Columbia and the Court of Queen's Bench of Alberta ("Settlement" or "Settlement Agreement").

Class Members are eligible to make a claim for a \$10.00 voucher which can be redeemed at TELUS Corporate Stores for in-store purchases of accessories and post-paid devices. The vouchers will not be eligible to offset TELUS bills for phone, internet, television or security plans and services, or for any other purpose. Vouchers will be distributed on a first come, first serve basis.

TELUS is obliged to fund the redemption of vouchers, Class Counsel fees and a \$125,000 charitable donation paid for the benefit of the Class to ♦. The total of these amounts shall not exceed CDN \$3,700,000. In addition, TELUS will pay disbursements up to a maximum of \$100,000 and applicable taxes on such fees and disbursements. For more information about ♦, please visit ♦.

This Settlement resolves the Class Actions for all Class Members as against TELUS. If the settlement is approved, a full release of all claims in the Class Actions will be granted to TELUS. This Settlement represents a resolution of disputed claims and TELUS does not admit any wrongdoing or liability.

## III. Claims Process

### A. Submitting a Claim

To qualify for a voucher, you must submit a completed claim form with the Claims Administrator online at: ♦

Your claim form must include the following information:

- a) your name;
- b) current telephone number; and
- c) email address.

You may also provide the TELUS phone number you held between January 21, 1999 to April 2005 for prepaid customers, and January 21, 1999 and April 2010 for postpaid customers.



### C. Questions

This notice contains only a summary of the Settlement and Class Members are encouraged to review the complete Settlement Agreement.

If you have questions that are not answered online, please contact either the Claims Administrator at ♦ or the appropriate Class Counsel identified below.

The law firm of Lemer & Company represents Class Members in the BC Action and the Alberta Action. They can be reached at:

Lemer & Company  
210 – 900 Howe St.  
Vancouver, BC V6Z 2M4  
Attn: Bruce W. Lemer

Phone: 778-383-7277  
Fax: 778-383-7278

[blemer@lemerlaw.ca](mailto:blemer@lemerlaw.ca)

<https://www.brucelemer.com/>

Grant Kovacs Norell  
400 – 900 Howe St.  
Vancouver, BC V6Z 2M4  
Attn: Arthur M. Grant

Phone: 604-642-6361  
Fax: 604-609-6688

[agrant@gkn.ca](mailto:agrant@gkn.ca)

<https://www.gkn.ca/>

**INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**

### D. Interpretation

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement including the Schedules to the Settlement Agreement, the terms of the Settlement Agreement and/or the Court orders shall prevail.

### IV. Additional Information

This notice is given to you on the basis that you may be a Class Member whose rights could be affected by the Class Actions. This notice should not be understood as an expression of any opinion of the Courts as to the merits of any claim or defences asserted in the Class Actions. Its sole purpose is to inform you of the Class Actions so that you may decide what steps to take in relation to it.

This notice contains a summary of the Class Actions and the Settlement Agreement. Further details regarding the Class Actions and the Settlement Agreement can be found on Class Counsel's websites. Class Members are encouraged to visit the websites. If you have questions that are not answered online, please contact the appropriate Class Counsel identified above.

**INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**

Schedule "B1"

No. L050143  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

Michelle Seidel

Plaintiff

AND:

TELUS Communications Inc.

Defendant

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

BEFORE )  
 )  
 ) THE HONOURABLE JUSTICE <B> )  
 ) )  
 ) )  
 ) )

ON THE APPLICATION OF the Plaintiff coming on for hearing at ♦ on ♦ and on hearing ♦ and ♦;

THIS COURT ORDERS that:

1. All capitalized terms in this Order have the same meaning as defined in such Settlement Agreement attached as Schedule "A" to this Order.
2. The form of the Notice as attached at Schedule "A1" to the Settlement Agreement is approved.
3. Any Class Member resident in British Columbia who wishes to opt-out of the action must do so by sending a written completed opt-out form to BC Class Counsel on or before the date that is ♦ days from the date of first publication of this Notice.

# SCHEDULE C

## **FURTHER AMENDMENT TO SETTLEMENT AGREEMENT**

Settlement Agreement Originally made as of May 27, 2021

Amended as of May 26, 2023

Further Amended as of March 13, 2024

***MICHELLE SEIDEL v. TELUS COMMUNICATIONS INC.***  
(Supreme Court of British Columbia,  
File No. L050143, Vancouver Registry)

- and -

***DESHANE v. TELUS COMMUNICATIONS INC.***  
(Court of King's Bench of Alberta,  
Action No. 0503 03315, Judicial District of Edmonton)

## **AMENDMENT**

The Settlement Agreement made as of May 27, 2021 is further amended as follows:

1. The defined terms for "Alberta Class Counsel" and "BC Class Counsel" at sections 1.1(3) and (8) are amended to reflect that the fact that Bruce Lemer has moved offices;
2. The notice provision at section 11.19 is amended to provide Bruce W. Lemer's updated contact information:

### **FOR PLAINTIFFS AND FOR CLASS COUNSEL:**

**Lemer & Company**  
301 – 1095 West Pender Street  
Vancouver, BC V6E 2M6

Bruce W. Lemer  
Phone: (778) 383 7277  
Fax: (778) 383 7278  
Email: [blemer@lemerlaw.ca](mailto:blemer@lemerlaw.ca)

**Harris & Company**  
14th Floor, 550 Burrard St.  
Vancouver, BC V6C 2B5

Arthur M. Grant  
Phone: (236) 260 1604  
Fax: (604) 684 6632  
Email: [AGrant@harrisco.com](mailto:AGrant@harrisco.com)

3. The notices attached as Schedules A1 and A2 to the Amended Settlement Agreement are amended to provide Bruce Lemer's updated contact information.
4. The notices attached as Schedules A1 and A2 to the Amended Settlement Agreement are amended to also reflect the fact that the approval hearings for the Alberta Action will be conducted in Edmonton, not Calgary, and that the Court of Queen's Bench of Alberta is now the Court of King's Bench of Alberta.
5. Amended versions of Schedules A1 and A2 to the Amended Settlement Agreement are attached hereto.

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

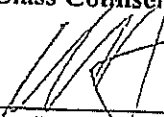
**MICHELLE SEIDEL**

Signature of Authorized Signatory:  
Name of Authorized Signatory:

\_\_\_\_\_  
Bruce W. Lemer

Lemer & Company  
BC Class Counsel

Signature of Authorized Signatory:  
Name of Authorized Signatory:

  
\_\_\_\_\_  
Arthur M. Grant

Harris & Company  
BC Class Counsel

**KATHRYN DESHANE**

Signature of Authorized Signatory:  
Name of Authorized Signatory:

\_\_\_\_\_  
Bruce W. Lemer

Lemer & Company  
Alberta Class Counsel

Signature of Authorized Signatory:  
Name of Authorized Signatory:

  
\_\_\_\_\_  
Arthur M. Grant

Harris & Company  
Alberta Class Counsel

**TELUS COMMUNICATIONS INC.**

Signature of Authorized Signatory:  
Name of Authorized Signatory:

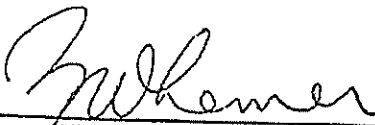
  
\_\_\_\_\_  
Andrew Borrell

Fasken Martineau DuMoulin LLP  
Defence Counsel

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

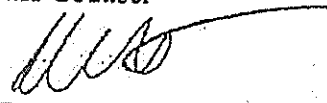
**MICHELLE SEIDEL**

Signature of Authorized Signatory:  
Name of Authorized Signatory:

  
Bruce W. Lemer

Lemer & Company  
BC Class Counsel

Signature of Authorized Signatory:  
Name of Authorized Signatory:

  
Arthur M. Grant

Harris & Company  
BC Class Counsel


**KATHRYN DESHANE**

Signature of Authorized Signatory:  
Name of Authorized Signatory:

  
Bruce W. Lemer

Lemer & Company  
Alberta Class Counsel

Signature of Authorized Signatory:  
Name of Authorized Signatory:

  
Arthur M. Grant

Harris & Company  
Alberta Class Counsel

**TELUS COMMUNICATIONS INC.**

Signature of Authorized Signatory:  
Name of Authorized Signatory:

Andrew Borrell

Easken Martineau DuMoulin LLP  
Defence Counsel

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Harris & Company  
Alberta Class Counsel

**TELUS COMMUNICATIONS INC.**

Signature of Authorized Signatory:  
Name of Authorized Signatory:

\_\_\_\_\_  
Andrew Borrell

Fasken Martineau DuMoulin LLP  
Defence Counsel

**Schedule "A1"**  
**Long Form Notice**

**TELUS CLASS ACTION**

**NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING**

Read this notice carefully as it may affect your rights.

**THIS NOTICE IS DIRECTED TO:**

All persons who are residents of British Columbia, excluding TELUS Communications Inc.'s ("TELUS") employees or agents, who:

- a) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2005, in the case of prepaid customers or,
- b) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2010, in the case of postpaid customers.

(collectively, the "BC Class" or "BC Class Members")

**-AND TO-**

All persons who are residents of Alberta, excluding TELUS' employees or agents, who:

- a) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2005, in the case of prepaid customers or
- b) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2010, in the case of postpaid customers.

(collectively, the "Alberta Class" or "Alberta Members" and together with the BC Class, the "Class" or "Class Members")

**I. Nature of the Class Action**

On or about January 21, 2005, a proposed class action was commenced against TELUS in the Supreme Court of British Columbia, *Michelle Seidel v. TELUS Communications Inc* (Vancouver Registry, No. L050143) (the "BC Action"). The BC Class Action was brought on behalf of the BC Class.



On or about February 18, 2005, a proposed class action was commenced against TELUS in the Court of King's Bench of Alberta, *Kathryn Deshane v. TELUS Communications Inc.* (Judicial District of Edmonton, Action No. 0503 03315) (the "Alberta Action" and together with the BC Class Action, the "Class Actions"). The Alberta Class Action was brought on behalf of the Alberta Class.

In the BC Class Action, the plaintiff alleged that TELUS' billing practices in relation to incoming calls breached the *Business Practices and Consumer Protection Act*.

In the Alberta Class Action, the plaintiff alleged that TELUS' billing practices in relation to incoming calls constituted unfair acts and practices pursuant to the *Fair Trading Act*, RSA 2000, c. F-2 and the *Unfair Trade Practices Act*, RSA 1980, c. U-3.

## II. Settlement

The parties have reached a settlement of the Class Actions, without an admission of liability on the part of TELUS, subject to approval by the Supreme Court of British Columbia and the Court of King's Bench of Alberta ("Settlement" or "Settlement Agreement").

### A. Overview

If this settlement is approved, Class Members will be eligible to make a claim for a \$10.00 voucher which can be redeemable at TELUS Corporate Stores for in-store purchases of accessories and post-paid devices. The vouchers will not be eligible to offset TELUS bills for phone, internet, television or security plans and services, or for any other purpose. Vouchers will be distributed on a first come, first serve basis. The vouchers must be redeemed within 4 months of the date on which they are issued.

TELUS is obliged to fund up to CDN \$3,700,000 for the redemption of vouchers, Class Counsel fees and a charitable donation paid for the benefit of the Class to ♦ of \$125,000 plus disbursements up to a maximum of \$100,000 and applicable taxes on such fees and disbursements. For more information about ♦, please visit ♦.

Class Counsel will be seeking legal fees of an amount that does not exceed 30% of CDN \$3,700,000 as well as disbursements up to a maximum of \$100,000 and applicable taxes on such

fees and disbursements. The applications for court approval of Class Counsel's fee request will be heard at the same time as the applications for court approval of the Settlement.

This Settlement resolves the Class Actions for all Class Members as against TELUS. If the settlement is approved, a full release of all claims in the Class Actions will be granted to TELUS. This Settlement represents a resolution of disputed claims and TELUS does not admit any wrongdoing or liability.

#### **B. Approval Hearing**

The Settlement remains subject to approval by the Supreme Court of British Columbia and the Court of King's Bench of Alberta. Applications for approval of the Settlement will be heard by the Supreme Court of British Columbia in the City of Vancouver on ♦ at ♦, and the Court of King's Bench of Alberta in the City of Edmonton on ♦ at ♦. At these hearings, the Courts will determine whether the Settlement is fair, reasonable and in the best interests of the Class Members.

Class Members who do not oppose the settlement are not required to appear at the approval hearings or take any other action at this time. Class Members who consider it desirable or necessary to seek the advice and guidance of their own lawyers may do so at their own expense.

At the approval hearings, the Courts will consider objections to the Settlement by the Class Members if the objections are submitted in writing, by prepaid mail or email to either of the Class Counsel's addresses below postmarked no later than 10 days before the first approval hearing.

A written objection should include the following information:

- a) the objector's name, current mailing address, telephone number, fax number and email address;
- b) the reason why the objector believes that they are a Class Member;
- c) a brief statement of the nature of and reasons for the objection; and
- d) whether the objector intends to appear at the hearing in person or by counsel, and, if by counsel, the name, address, telephone number, fax number and email address of counsel.

### **C. Questions about the Settlement**

This notice contains only a summary of the Settlement and Class Members are encouraged to review the complete Settlement Agreement. If you have questions that are not answered online, please contact the appropriate Class Counsel identified below.

The law firms Lemer & Company and Harris & Company represent Class Members in the BC Action and the Alberta Action. They can be reached at:

Lemer & Company  
301 – 1095 West Pender Street  
Vancouver, BC V6E 2M6  
Attn: Bruce W. Lemer

Phone: 778-383-7277  
Fax: 778-383-7278

[blemer@lemerlaw.ca](mailto:blemer@lemerlaw.ca)

<https://www.brucelemer.com/>

Harris & Company  
14th Floor, 550 Burrard St.  
Vancouver, BC V6C 2B5  
Attn: Arthur M. Grant

Phone: 236-260-1604  
Fax: 604-684-6632

[AGrant@harrisco.com](mailto:AGrant@harrisco.com)

<https://harrisco.com>

**INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**

### **D. Interpretation**

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement including the Schedules to the Settlement Agreement, the terms of the Settlement Agreement and/or the Court orders shall prevail.

### **III. Opt-Out Procedure**

If you do not want to participate in the Class Actions, you must complete and send an Opt-Out Form by ♦ (the “**Opt-Out Deadline**”) to either of the Class Counsel at the addresses above.

If you opt-out by the Opt-Out Deadline, you may be able to bring your own lawsuit against TELUS, but you will not be entitled to participate in the Settlement.

Opt-Out Forms are available at ♦ or by contacting Class Counsel at the contact information provided above. All Class Members will be bound by the terms of the Settlement, unless they opt-out of these Class Actions.

**IV. Additional Information**

This notice is given to you on the basis that you may be a Class Member whose rights could be affected by the Class Actions. This notice should not be understood as an expression of any opinion of the Courts as to the merits of any claim or defences asserted in the Class Actions. Its sole purpose is to inform you of the Class Actions so that you may decide what steps to take in relation to it.

This notice contains a summary of the Class Actions and the Settlement Agreement. Further details regarding the Class Actions and the Settlement Agreement can be found on Class Counsel's websites. Class Members are encouraged to visit the websites. If you have questions that are not answered online, please contact the appropriate Class Counsel identified above.

**INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**

**THIS NOTICE HAS BEEN APPROVED BY THE SUPREME COURT OF  
BRITISH COLUMBIA AND THE COURT OF KING'S BENCH OF  
ALBERTA**

**Short Form Notice  
LEGAL NOTICE**

**IF YOU CONTRACTED WITH TELUS FOR PREPAID CELLULAR TELEPHONE SERVICES  
BETWEEN JANUARY 21, 1999 AND APRIL 2005 OR POSTPAID CELLULAR TELEPHONE  
SERVICES BETWEEN JANUARY 21, 1999 AND APRIL 2010 (INCLUSIVE)  
YOU MAY HAVE LEGAL RIGHTS IN A CLASS ACTION LAWSUIT**

***What's This About?***

Class actions proceedings have been commenced in British Columbia and Alberta alleging that beginning in January 1999, TELUS engaged in billing practices that breached consumer protection legislation in British Columbia and Alberta (the "Class Actions"). The proceedings have been certified in British Columbia.

***The Settlement***

A settlement has been reached to resolve the Class Actions, subject to the approval of the courts in British Columbia and Alberta. The Defendants will fund up to \$3,700,000 for \$10 vouchers which can be redeemed at TELUS Corporate Stores for in-store purchases of accessories and post-paid devices, a \$125,000 charitable donation for the benefit of Class Members as well as the legal fees of class counsel in exchange for a full release of all claims. The Defendants do not admit any liability or wrongdoing.

***Who is Included?***

You are a class member in the Class Actions if you are resident of British Columbia or Alberta and you contracted for cellular telephone services through TELUS between January 21, 1999 and April 2005 in the case of

prepaid customers or between January 21, 1999 and April 2010 in the case of postpaid customers (the "Class Members").

***Certification and Settlement Approval Hearing***

A hearing to consider approval of the Settlement will be heard by the Supreme Court of British Columbia in the City of Vancouver on ♦ at ♦. A hearing to consider certification and approval of the Settlement will be heard by the Court of King's Bench of Alberta in the City of Edmonton on ♦ at ♦.

Class Members will be bound by the terms of the settlement agreement if approved by the courts.

If you wish to comment on or object to the settlements, you must do so in writing by ♦.

***Where Can I Get More Information?***

More information can be found at [www.brucelemer.com](http://www.brucelemer.com) [AGrant@harrisco.com](mailto:AGrant@harrisco.com). You can also contact Class Counsel at the contact information below.

It is strongly recommended that you review the long form of this Legal Notice, which can be obtained on Class Counsel's websites.

If you are resident in B.C. or Alberta, contact:

**Lemer & Company**  
301 - 1095 West Pender Street  
Vancouver, BC V6E 2M6

Attn: Bruce W. Lemer  
Phone: 778-383-7277  
[blemer@lemerlaw.ca](mailto:blemer@lemerlaw.ca)

**Harris & Company**  
14th Floor, 550 Burrard St.  
Vancouver, BC V6C 2B5

Attn: Arthur M. Grant  
Phone: 236-260-1604  
[AGrant@harrisco.com](mailto:AGrant@harrisco.com)

This notice contains a summary of some of the terms of the settlement agreement in the Class Actions. If there is a conflict between the provisions of this notice and settlement agreement, including the schedules to the settlement agreement, the settlement agreement shall prevail.

**Schedule "A2"**  
**TELUS CLASS ACTION**

**NOTICE OF THE SETTLEMENT APPROVAL AND CLAIMS PROCEDURES**

**Read this notice carefully as it may affect your rights.**

**THIS NOTICE IS DIRECTED TO:**

**All persons who are residents of British Columbia, excluding TELUS Communications Inc.'s ("TELUS") employees or agents, who:**

- c) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2005, in the case of prepaid customers or,**
- d) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2010, in the case of postpaid customers.**

**(collectively, the "BC Class" or "BC Class Members")**

**-AND TO-**

**All persons who are residents of Alberta, excluding TELUS' employees or agents, who:**

- c) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2005, in the case of prepaid customers or**
- d) contracted for cellular telephone services through TELUS from January 21, 1999 to April 2010, in the case of postpaid customers.**

**(collectively, the "Alberta Class" or "Alberta Members" and together with the BC Class, the "Class" or "Class Members")**

**I. Nature of the Class Action**

On or about January 21, 2005, a proposed class action was commenced against TELUS in the Supreme Court of British Columbia, *Michelle Seidel v. TELUS Communications Inc* (Vancouver Registry, No. L050143) (the "BC Action"). The BC Class Action was brought on behalf of the BC Class.

On or about February 18, 2005, a proposed class action was commenced against TELUS in the Court of King's Bench of Alberta, *Kathryn Deshane v. TELUS Communications Inc.* (Judicial District of Edmonton, Action No. 0503 03315) (the "Alberta Action" and together with the BC Class Action, the "Class Actions"). The Alberta Class Action was brought on behalf of the Alberta Class.

In the BC Class Action, the plaintiff alleged that TELUS' billing practices in relation to incoming calls breached the *Business Practices and Consumer Protection Act*.

In the Alberta Class Action, the plaintiff alleged that TELUS' billing practices in relation to incoming calls constituted unfair acts and practices pursuant to the *Fair Trading Act*, RSA 2000, c. F-2 and the *Unfair Trade Practices Act*, RSA 1980, c. U-3.

## II. Settlement

The parties reached a settlement of the Class Actions, without an admission of liability on the part of TELUS, which has been approved by the Supreme Court of British Columbia and the Court of King's Bench of Alberta ("Settlement" or "Settlement Agreement").

Class Members are eligible to make a claim for a \$10.00 voucher which can be redeemed at TELUS Corporate Stores for in-store purchases of accessories and post-paid devices. The vouchers will not be eligible to offset TELUS bills for phone, internet, television or security plans and services, or for any other purpose. Vouchers will be distributed on a first come, first serve basis.

TELUS is obliged to fund the redemption of vouchers, Class Counsel fees and a \$125,000 charitable donation paid for the benefit of the Class to ♦. The total of these amounts shall not exceed CDN \$3,700,000. In addition, TELUS will pay disbursements up to a maximum of \$100,000 and applicable taxes on such fees and disbursements For more information about ♦, please visit ♦.

This Settlement resolves the Class Actions for all Class Members as against TELUS. If the settlement is approved, a full release of all claims in the Class Actions will be granted to TELUS. This Settlement represents a resolution of disputed claims and TELUS does not admit any wrongdoing or liability.

### **III. Claims Process**

#### **A. Submitting a Claim**

To qualify for a voucher, you must submit a completed claim form with the Claims Administrator online at: ♦

Your claim form must include the following information:

- a) your name;
- b) current telephone number; and
- c) email address.

You may also provide the TELUS phone number you held between January 21, 1999 to April 2005 for prepaid customers, and January 21, 1999 and April 2010 for postpaid customers.

You must also certify that you were a TELUS wireless customer at some point during the period between January 1999 and April 2010 and that they used the phone for primarily personal, family or household purposes.

**Your claim's form must be submitted by ♦.**

The Claims Administrator shall review the claims forms by ♦ to either approve or reject claims.

#### **B. Challenging a Claim**

TELUS will be entitled to challenge a claim on the basis that a claimant was not in fact a TELUS customer during the relevant time period, or that the account in question was not a business account.

In the event of a challenge, you shall be notified that your claim has been challenged and that you may appeal the challenge. Appeals will be determined by an independent referee. Any such appeal, including all supporting documentation, must be electronically submitted within 30 of the date that the notice of TELUS' challenge is sent to you.

There shall be no right of appeal in respect of claims filed after the claims' deadline or in respect of claims that the Claims Administrator has determined to be invalid.



Appeals shall be decided on the basis of the documentation provided to the Claims Administrator as part of the claims process. You shall be entitled to provide proof of your claim in the form of document supporting your status as a Class Member, or your use of your phone for primarily personal, family, or household purposes and TELUS may submit evidence in response within 30 days of receipt of your appeal materials. The relevance and admissibility of all such evidence is to be determined by the independent referee. The independent referee shall decide the appeal on the basis of the evidence admitted and nothing more.

The independent referee's decision on the appeal shall be issued within thirty (30) days following the deadline for TELUS to submit evidence in response and is final and binding and shall not be subject to any further appeal or review whatsoever.

### **C. Obtaining and Redeeming Vouchers**

The Claims Administrator will email the vouchers to each approved claimant to the email address provided by each claimant.

To redeem a voucher for all or part of its face value, you must submit the voucher to a TELUS Corporate Store together with in-store purchases of accessories and post-paid devices within 4 months after the date of voucher issuance.

The Vouchers will not be eligible to offset TELUS bills for phone, internet, television or security plans and services, or for any other purpose other than to offset the costs of in-store purchases of accessories and post-paid devices.

Vouchers will be distributed on a first come, first served basis. Once Vouchers have been issued up to the maximum settlement amount, no further vouchers will be issued.

### **C. Questions**

This notice contains only a summary of the Settlement and Class Members are encouraged to review the complete Settlement Agreement.

If you have questions that are not answered online, please contact either the Claims Administrator at ♦ or the appropriate Class Counsel identified below.

The law firm of Lemer & Company represents Class Members in the BC Action and the Alberta Action. They can be reached at:

Lemer & Company  
301 – 1095 West Pender Street  
Vancouver, BC V6E 2M6

Attn: Bruce W. Lemer

Phone: 778-383-7277  
Fax: 778-383-7278

[blemer@lemerlaw.ca](mailto:blemer@lemerlaw.ca)

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14th Floor, 550 Burrard St.  
Vancouver, BC V6C 2B5

Attn: Arthur M. Grant

Phone: 236-260-1604  
Fax: 604-684-6632

[AGrant@harrisco.com](mailto:AGrant@harrisco.com)

<https://harrisco.com>

**INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**

**D. Interpretation**

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement including the Schedules to the Settlement Agreement, the terms of the Settlement Agreement and/or the Court orders shall prevail.

**IV. Additional Information**

This notice is given to you on the basis that you may be a Class Member whose rights could be affected by the Class Actions. This notice should not be understood as an expression of any opinion of the Courts as to the merits of any claim or defences asserted in the Class Actions. Its sole purpose is to inform you of the Class Actions so that you may decide what steps to take in relation to it.

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BRITISH COLUMBIA AND THE COURT OF KING'S BENCH OF  
ALBERTA**

**Short Form Notice  
LEGAL NOTICE**

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BETWEEN JANUARY 21, 1999 AND APRIL 2005 OR *POSTPAID* CELLULAR TELEPHONE  
SERVICES BETWEEN JANUARY 21, 1999 AND APRIL 2010 (INCLUSIVE)  
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### ***The Settlement***

A settlement has been reached to resolve the Class Actions, which has been approved by the courts in British Columbia and Alberta. The Defendants will fund compensation, not to exceed the total of not to exceed \$3,700,000, for \$10.00 vouchers which can be redeemed at TELUS Corporate Store for in-store purchases of accessories and post-paid devices, along with Class Counsel fees and a charitable donation for the benefit of Class Members in exchange for a full release of all claims. The Defendants do not admit any liability or wrongdoing.

### ***Who is Included?***

You are a class member in the Class Actions if you are resident of British Columbia or Alberta and you contracted for cellular telephone services through TELUS between January 21, 1999 and April 2005 in the case of prepaid customers or between January 21, 1999 and April 2010 in the case of postpaid customers (the "Class Members").

### ***Claims Procedure***

To qualify for a voucher, you must submit a completed claim form with the Claims Administrator online at ♦. Your claim form must include your name, current telephone number and email address. You may also provide the TELUS phone number you held between January 21, 1999 and April 2005 for prepaid customers or January 21, 1999 to April 2010 for postpaid customers. You also must certify that you were a TELUS cellular telephone customer at some point during the period between January 1999 and April 2010.

Your claim form must be submitted by ♦.

If your claim is approved, the Claims Administrator will email the vouchers to the email you provided in your claim form.

### ***Where Can I Get More Information?***

More information can be found at [www.brucelemer.com](http://www.brucelemer.com) or [AGrant@harrisco.com](mailto:AGrant@harrisco.com). You can also contact Class Counsel at the contact information below.

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Vancouver, BC V6E 2M6

Attn: Bruce W. Lemer  
778-383-7277  
[blemer@lemerlaw.ca](mailto:blemer@lemerlaw.ca)

**Harris & Company**  
14th Floor, 550 Burrard St.  
Vancouver, BC V6C 2B5  
Attn: Arthur M. Grant  
236-260-1604  
[AGrant@harrisco.com](mailto:AGrant@harrisco.com)

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