

[TRANSLATION]

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF SAINT-FRANÇOIS

SUPERIOR COURT  
(Class Actions)

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N°: 450-06-000001-176

**CAROLE OUELLET**

Plaintiff

v.

**BELL CANADA**

Defendant

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### TRANSACTION

**(Article 2631 of *Civil Code of Québec* and article 590 of *Code of Civil Procedure*)**

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**WHEREAS** on September 25, 2017, the Plaintiff filed an *Application to authorize the bringing of a class action and to appoint the status of representative plaintiff*, amended on February 19, 2018 and re-amended on July 2, 2021;

**WHEREAS** Plaintiff will seek to amend the class in his *Modified Consolidated Application to Authorize and Approve Notices* as follows:

- 1) All natural persons in Quebec who have received and paid the charges associated with one or more local or long distance collect calls processed by Bell Canada between September 25, 2014 and September 30, 2022 inclusively, other than calls made from provincial correctional facilities located in the Province of Ontario using the *Offender Telephone Management System (OTMS)*.
- 2) All legal persons, partnerships and associations or other groups not endowed with juridical personality in Quebec who have received and paid the charges associated with one or more local or long distance collect calls processed by Bell Canada between September 25, 2014 and September 30, 2022 inclusively, other than calls made from provincial correctional facilities located in the Province of Ontario using the *Offender Telephone Management System (OTMS)*, and who did not invoice the charges to a third party (such as, but not limited to, a client, an organization or legal aid).

**WHEREAS** the Plaintiff alleges that she entered into a contract with the Defendant every time she received a collect call processed by Bell Canada, that the Defendant failed to inform her of the collect call rates, and that the rates charged were abusive;

**WHEREAS**, on February 5, 2020, a proposed class action was brought against the Defendant before the Ontario Superior Court of Justice in the matter bearing the number CV-20-00635778-00CP in relation to collect calls made from provincial correctional facilities located in the Province of Ontario using the *Offender Telephone Management System (OTMS)* (the "**Fareau Case**");

**WHEREAS**, on April 26, 2022, the Honourable Justice Paul M. Perell of the Ontario Superior Court of Justice rendered judgment in the Fareau Case, dismissing the plaintiffs' action with respect to two causes of action and permanently staying the balance of the plaintiffs' causes of action on the basis that it ought to defer to the jurisdiction and expertise of the Canadian Radio-television and Telecommunications Commission (CRTC) (the "**Fareau Judgment**");

**WHEREAS** the Fareau Judgment was appealed to the Ontario Court of Appeal on May 26, 2022;

**WHEREAS** the authorization hearing for the Class Action was scheduled for May 2-3, 2022;

**WHEREAS**, on April 29, 2022, the Parties entered into an agreement in principle to settle the Class Action, in accordance with the terms set out below, this Settlement being intended to fully and finally resolve all claims relating directly or indirectly to this Class Action;

**WHEREAS** the Parties are of the opinion that this Settlement is fair and reasonable and that it is in the best interests of the Class Members;

**WHEREAS** the Defendant believes and asserts that it has complied with all applicable laws and regulations with respect to the issues raised in the Class Action;

**WHEREAS** the Defendant is of the opinion that it has strong defenses against the allegations made in the Class Action, and that these defenses would ultimately lead to the dismissal of the Class Action;

**WHEREAS** this Settlement is entered into by the Defendant solely to avoid the inconveniences and the costs associated with the court process and trial;

**WHEREAS** this Settlement or its approval by the Court shall not constitute an admission of fault or liability or of the existence of damages of any kind by the Defendant;

**NOW, THEREFORE**, subject to the approval of this Settlement by the Court, in consideration of the undertakings, agreements and releases set forth herein and for the purpose of being legally bound, the Parties agree as follows:

## **1. INTERPRETATION**

- 1.1. "**Class Action**" refers to the proposed class action as described in Plaintiff's *Application to authorize the class action for settlement purposes* before the Superior Court of Quebec in this matter bearing the number 450-06-000001-176;

- 1.2. **"Claims Administrator"** refers to Velvet Payments Inc., which will administer and distribute the Settlement Amount as provided in the Settlement;
- 1.3. **"Approval Hearing"** means the hearing to be held by the Court to approve the Settlement pursuant to article 590 of the Quebec *Code of Civil Procedure*;
- 1.4. **"Claims Notice"** means the notice to be published within thirty (30) days of the Effective Date to inform Class Members Entitled to an Amount of the Claims Period, during which they have to submit the claim form and the required documentation in order to benefit from the Settlement, as set out in Appendix D hereto;
- 1.5. **"Notice to Members"** means the notice to inform Class Members that the class action was authorized for settlement purposes only, of the Approval Hearing, of the main terms of the Settlement, and of their right to opt out of the Class Action or object to the Settlement, as set out in Appendix A hereto;
- 1.6. **"Defendant's Counsel"** refers to the law firm of Audren Rolland LLP;
- 1.7. **"Class Counsel"** refers to the law firm LPC Avocat Inc.;
- 1.8. **"Court"** refers to the Superior Court of Quebec;
- 1.9. **"Effective Date"** means thirty (30) days after the date on which the Approval Judgment is no longer subject to appeal and becomes a final judgment, thereby being *res judicata*;
- 1.10. **"Transfer Date"** means thirty (30) days after the Effective Date;
- 1.11. **"Disbursements"** refers to the maximum amount of \$15,000.00 plus tax, which represents a maximum total amount of \$17,246.50, or such other amount as may be determined by the Court, to be paid out of the Settlement Amount to Class Counsel as compensation for their expenses and disbursements, including any amount that must be reimbursed to the *Fonds d'aide aux actions collectives* by Class Counsel in relation to the present Class Action, the whole subject to the Court's approval;
- 1.12. **"Defendant"** refers to Bell Canada;
- 1.13. **"Plaintiff"** refers to Carole Ouellet;
- 1.14. **"Administration Costs"** refers to the maximum amount of \$94,690.00 plus tax, which represents a maximum total amount of \$108,869.83, or such other amount as may be determined by the Court, to be paid out of the Settlement Amount, which includes all fees, disbursements, expenses, costs, taxes and any other amounts incurred by, payable by, or owed to the Claims Administrator, for the implementation and execution of this Settlement;

- 1.15. **"Class Counsel Fees"** means an amount representing not more than 30% of the Settlement Amount, plus taxes, to be paid out of the Settlement Amount, which represents the total amount of \$300,000.00 plus taxes, or such other amount as may be determined by the Court;
- 1.16. **"Approval Judgment"** means the judgement approving the Settlement;
- 1.17. **"Class Members"** refers to:
- 1) All natural persons in Quebec who have received and paid the charges associated with one or more local or long distance collect calls processed by Bell Canada between September 25, 2014 and September 30, 2022 inclusively, other than calls made from provincial correctional facilities located in the Province of Ontario using the *Offender Telephone Management System (OTMS)*.
  - 2) All legal persons, partnerships and associations or other groups not endowed with juridical personality in Quebec who have received and paid the charges associated with one or more local or long distance collect calls processed by Bell Canada between September 25, 2014 and September 30, 2022 inclusively, other than calls made from provincial correctional facilities located in the Province of Ontario using the *Offender Telephone Management System (OTMS)*, and who did not invoice the charges to a third party (such as, but not limited to, a client, an organization or legal aid).
- 1.18. **"Class Members Entitled to an Amount"** refers to the Class Members who have received and paid the charges associated with one or more long distance collect calls;
- 1.19. **"Settlement Amount"** means a total amount of one million dollars (**\$1,000,000.00**);
- 1.20. **"Parties"** refers to the Plaintiff and the Defendant;
- 1.21. **"Exclusion Period"** means the period of thirty (30) days after the date of publication of the Notice to Members during which Class Members may opt out of the Class Action;
- 1.22. **"Class Period"** refers to the period between September 25, 2014 and September 30, 2022 inclusively;
- 1.23. **"Claims Period"** means ninety (90) days after the publication of the Claims Notice;
- 1.24. **"Plaintiff's Personal Claim"** as part of the confidential settlement negotiations leading to the present Settlement, the Parties agreed that the Plaintiff Carole Ouellet's personal claim is pre-approved in the amount of \$767.56 plus tax, without the necessity of having to file a formal claim form. The pre-approved claim of Carole Ouellet is included in the Settlement Amount. Nevertheless, and for avoidance of doubt, the parties hereby confirm and agree that Carole Ouellet's pre-approved claim of \$767.56 will in no circumstance be reduced by any *pro rata*

reduction provided in this Settlement or in any other manner whatsoever. The Claims Administrator will pay said amount to Carole Ouellet within 10 days after the Effective Date, by way of a cheque or Interac e-Transfer payable to Carole Ouellet;

- 1.25. **"Settlement"** means this transaction, including the appendices;
- 1.26. **"Balance"** refers to the Settlement Amount, minus the publication costs for the Notice to Members and the Claims Notice, the Class Counsel Fees, the Disbursements, the Plaintiff's Personal Claim and the Administration Costs;

## **2. THE SETTLEMENT**

- 2.1. The recitals and definitions contained in Section 1 are an integral part of the Settlement.
- 2.2. The Defendant denies the claims and main facts alleged in the Re-amended Application and its previous versions, including any allegations of fault or liability arising from the conduct, statements, acts or omissions set forth in the Re-amended Application. The Settlement (or anything contained therein) does not, cannot, and shall not in any way be deemed to constitute an admission or acknowledgement of any wrongdoing or liability on the part of the Defendant, such wrongdoing and/or liability being expressly denied.

### **Settlement Amount**

- 2.3. The Parties agree that payment of the Settlement Amount by the Defendant shall settle definitively all claims by the Plaintiff and the Class Members relating directly or indirectly to, or that may relate to, the facts alleged or that could have been alleged in the Class Action, including Class Counsel Fees, Disbursements, the publication costs for the Notice to Members and the Claims Notice, the Administration Costs, the court costs, and the applicable taxes.

### **Right of Class Members to opt out of the Class Action or to object to the Settlement**

- 2.4. Class Members may opt out of this Class Action by sending the opt-out form set out in Appendix B hereto duly completed to Mtre Joey Zukran of LPC Avocat Inc by email or postal mail. The form must be received no later than thirty (30) days following the date of publication of the Notice to Members, failing which Class Members will be barred from opting out.
- 2.5. If more than one hundred and fifty (150) Class Members opt out of the Settlement, the Defendant may, at its sole discretion, elect to terminate this Settlement, in which case the Settlement will be deemed null and void and the Parties and the Class Members will then be returned to the condition they were in prior to its signing. The Defendant shall notify Class Counsel of its decision within fifteen (15) days of the end of the Exclusion Period.

- 2.6. Class Members may comment on or object to the Settlement as provided for in the Notice to Members, as set out in Appendix C hereto.

### **Distribution of the Settlement Amount**

- 2.7. The Parties agree that the Settlement provides for the collective recovery of claims alleged by the Class Members.
- 2.8. Subject to the approval of the Court, the Settlement Amount will be remitted and distributed as follows:

(a) On the Transfer Date, the Defendant will remit the Settlement Amount in trust to the Claims Administrator for the sole purpose of distributing the Settlement Amount as described below.

(b) Within thirty (30) days of the Transfer Date, the Claims Administrator will pay the Administration Cost, Class Counsel Fees, the Disbursements, the publications costs for the Notice to Members and the Claims Notice, and the Plaintiff's Personal Claim in the amount approved by the Court.

(c) Within sixty (60) days after the end of the Claims Period, the Claims Administrator will distribute the Balance to the Class Members Entitled to an Amount as follows:

(i) The Class Members Entitled to an Amount who submit to the Claims Administrator a formal claim form and attach the required documentation, as set out in Appendix E hereto, will be eligible for a refund of the charges for long distance collect calls processed by Bell Canada that appear on one of their invoices during the period between September 25, 2014 and September 30, 2022 inclusively.

(ii) The Claims Administrator shall process all claims in a cost-effective and timely manner. The Claims Administrator should be flexible and mindful of the difficulties posed by the significant passage of time and the modest recovery afforded by this Settlement in its determination of the eligibility of each claim and may consult the Defendant as necessary in this regard.

(iii) The refund will be calculated on a *pro rata* basis among the Class Members Entitled to an Amount.

(iv) The refund will be made by the Claims Administrator by way of an Interac e-transfer by email or a cheque sent to the address indicated on the claim form.

(v) If the Class Members Entitled to an Amount do not cash the cheque within six (6) months from the date of the cheque's issuance or accept the Interac e-transfer within 30 days of its issuance, they shall be

deemed to have waived their right to the amount and shall not be entitled to any further amount or compensation.

(d) Within thirty (30) days of the deadline described at section 2.8(c)(v), the Claims Administrator will distribute the remainder of the Balance, if any, in the following order:

- a. Firstly, the Claims Administrator will pay the *Fonds d'aide aux actions collectives* a percentage of the remainder of the Balance as determined by section 1(1) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1, r. 2, and article 596 of the *Quebec Code of Civil Procedure*.
- b. Secondly, the Claims Administrator will pay the remainder of the Balance, in equal proportions, to the charitable organizations to be determined jointly by the Parties and subject to Court approval.

### **Accounting**

2.9. Within sixty (60) days of the distribution of the remainder of the Balance as described in section 2.8(d), the Claims Administrator shall file with the Court a final report of its distribution of the Settlement Amount.

### **Closing Judgment**

2.10. Within thirty (30) days of the filing of the Claims Administrator's final report of its distribution of the Settlement Amount, the Parties shall request the Court to issue a closing judgment.

### **Condition**

2.11. The Settlement is conditional upon its approval by the Court, failing which it shall be deemed null and void and the Parties and Class Members shall then be returned to the state in which they were prior to the signing of the Settlement.

2.12. The Plaintiff will seek the authorization of the Class Action for the sole purpose of the Settlement and the Parties will require that the judgement authorizing the Class Action for the sole purpose of the Settlement contains the following conclusion:

ORDERS that the present judgment be declared null and without effect if the Transaction is terminated pursuant to its provisions or it is not approved by the Court. In such case, the Parties reserve all rights to argue their respective cases at the hearing to be held to authorize the Class Action pursuant to sections 574 and 575 of the *Code of Civil Procedure*;

### **Approval of the Settlement**

2.13. The Approval Hearing will be held on February 27, 2023 or at the date set by the Court after the Exclusion Period and the time limit set out in Section 2.5 have



expired.

### **Class Counsel Fees and other costs**

- 2.14. Class Counsel will not claim any other fees, disbursements, or expenses from anyone in relation to the Class Action, except for the Class Counsel Fees and the Disbursements. If the Court does not approve in full the requested Class Counsel Fees or the Disbursements, the difference between the requested amounts and those approved by the Court will be added to the Balance to be distributed to the benefit of the Class Members Entitled to an Amount.

### **3. RELEASE**

- 3.1. In consideration of the Settlement, the Plaintiff and the Class Members, on their own behalf and on behalf of their heirs, directors, predecessors, successors, assignees, beneficiaries and successors in title, give full and final release to the Defendant, its predecessors, representatives, parent companies, affiliates, member companies, subsidiaries and/or other related companies, officers, directors, employees, shareholders, agents, mandataries, sales representatives, successors, assignees, beneficiaries and successors in title, attorneys and insurers with respect to any past, present or future claim (including any claim for injunctive relief, cause of action, action, mode of action) and any event arising, directly or indirectly from the facts alleged or that could have been alleged in the Class Action. For greater clarity, a future claim also includes the claim of any Class Member who will pay for calls received after September 30, 2022 and invoiced at the same or lower rates than those concerned by the Class Action.
- 3.2. The Parties declare that they understand the meaning of this release and/or any relevant legislation relating to restrictions on releases. In this respect, the Parties declare that they have benefited from the advice of their respective lawyers.
- 3.3. Class Counsel agrees to not sue the Defendant in the future for any past, present, or future claims based on facts related to those alleged or that could have been alleged in the Class Action, or any of its previous versions. Class Counsel also agrees to not actively participate in such legal proceedings.

### **4. MISCELLANEOUS PROVISIONS**

- 4.1. The Settlement reflects the entire agreement between the Parties and replaces all previous agreements between them, if any. The Parties declare and confirm that no declaration, including an oral declaration, has been made that is not contained in the Settlement. The Parties also agree that the Settlement may only be amended by a written instrument signed by all signatories of this Settlement and submitted to the Court for approval and that such amendment shall only take effect if the Court issues a final judgment approving it.
- 4.2. This Settlement constitutes a transaction within the meaning of article 2631 of the *Civil Code of Quebec* and article 590 of the *Quebec Code of Civil Procedure*.



- 4.3. The Notice to Members and the Claims Notice shall be the only notices with respect to the Settlement and, notwithstanding articles 579 and 591 of the Quebec *Code of Civil Procedure*, no other notice shall be published or disseminated to Class Members following the Approval Judgment or closing judgment. The Notice to Members and the Claims Notice will be published for one day, on a Saturday, in The Gazette, Le Journal de Montréal, Le Journal de Québec and La Presse in 1/4 of a page format or its digital equivalent, as well as in the Superior Court of Québec Registry of class actions, Class Counsel's website (<https://lpclex.com/bellcollect/>) and the Claims Administrator's website. Class Counsel will also send copy of the Notice to Members and of the Claims Notice by email to the Class Members who signed up on its website to be kept informed about developments in this case up until the date of the judgment authorizing the Class Action for the purpose of the Settlement.
- 4.4. The Court retains jurisdiction over the Class Action and any dispute relating to the Settlement, including any dispute relating to its interpretation.
- 4.5. The Parties and their counsel agree that they (or the Claims Administrator) will not prepare any press release, convene any press conference or otherwise publicly advertise or comment on the Settlement, except to refer the media or any other third party to the Settlement (if need be).
- 4.6. Upon solicitation by interested parties, Class Counsel may answer questions about the Settlement and the filing process for the purpose of encouraging Class Members to file a claim.
- 4.7. The Settlement and all of the provisions contained therein, together with all negotiations and proceedings relating thereto and any related documents or actions taken to implement the Settlement, may not be designated as or introduced into evidence in any pending or future civil, criminal, regulatory or administrative proceeding against the releasees mentioned at section 3.1.  
  
Notwithstanding the foregoing, the Settlement may be designated as or introduced into evidence in any proceeding for the approval or enforcement of the Settlement, for the purpose of defending against an application regarding released claims or as required by law.
- 4.8. Any communication with respect to the implementation and execution of the Settlement must be made in writing, either by mail, courier, or email, or by phone to Mtre Joey Zukran of LPC Avocat Inc.
- 4.9. The Settlement is signed in five (5) copies, each of which is an original.
- 4.10. Any dollar amount stated in the Settlement is in Canadian currency.
- 4.11. The Settlement is governed by the law in force in Quebec.
- 4.12. The Parties acknowledge that they have requested that the Settlement be drawn in French.

**IN WITNESS WHEREOF**, the Parties and their counsel have signed the Settlement:

Signed in \_\_\_\_\_, on December \_2022

Signed in \_\_\_\_\_, on December \_ 2022

\_\_\_\_\_  
Carole Ouellet

\_\_\_\_\_  
LPC Avocat Inc.  
Per: Mtre Joey Zukran

Signed in \_\_\_\_\_, on December \_2022

Signed in \_\_\_\_\_, on December \_2022

\_\_\_\_\_  
Audren Rolland LLP  
Per:

\_\_\_\_\_  
Bell Canada  
Melanie Schweizer,  
SVP Legal and General Counsel

## APPENDIX A

### NOTICE OF CLASS ACTION SETTLEMENT

*Ouellet v. Bell Canada*  
(450-06-000001-176)

Please be advised that a settlement has been reached between the Plaintiff, Ms. Ouellet and the Defendant Bell Canada ("**Bell**") in a class action regarding collect calls processed by Bell. The class action has been authorized by the Court for the purpose of this settlement only.

The Superior Court will hold a hearing to approve the settlement on February 27, 2023 at 9h30 in room [number] of the Sherbrooke Court house located at 375 King Street West, Sherbrooke, Quebec, J1H 6B9, or via TEAMS. You can attend the hearing by simply showing up, but you are not obligated to. The date and time of the hearing may be subject to adjournment by the Court without further notice to the class members, other than a copy of the notice which will be posted on class counsel's website <https://lpclex.com/bellcollect>.

#### **What is this class action about?**

The Plaintiff alleges that Bell failed to disclose collect call rates to their recipients and that these rates are abusive. Bell denies any wrongdoing or liability in this matter.

#### **Who are the class members?**

- 1) All natural persons in Quebec who have received and paid the charges associated with one or more local or long distance collect calls processed by Bell Canada between September 25, 2014 and September 30, 2022 inclusively, other than calls made from provincial correctional facilities located in the Province of Ontario using the *Offender Telephone Management System (OTMS)*.
- 2) All legal persons, partnerships and associations or other groups not endowed with juridical personality in Quebec who have received and paid the charges associated with one or more local or long distance collect calls processed by Bell Canada between September 25, 2014 and September 30, 2022 inclusively, other than calls made from provincial correctional facilities located in the Province of Ontario using the *Offender Telephone Management System (OTMS)*, and who did not invoice the charges to a third party (such as, but not limited to, a client, an organization or legal aid).

#### **What does the Settlement provide for?**

Without admission of any kind, Bell will pay \$1,000,000 to fully and finally settle this action for the purpose of avoiding further costs and putting a final end to this litigation and to all related claims.

This amount will be distributed on a *pro rata* basis among the class members entitled to an amount, after deduction of Class Counsel fees (\$300,000.00 plus taxes) and other disbursements, costs and expenses to administer the settlement estimated at \$110,000.00 plus taxes, subject to Court approval.

## APPENDIX A

### **Who can receive money?**

The class members who received and paid the charges associated with one or more long distance collect calls will be eligible for a refund, to be paid on a pro rata basis, of the charges for long distance collect calls processed by Bell that appear on one of their invoices in the period between September 25, 2014 and September 30, 2022 inclusively.

To obtain a refund, class members entitled to an amount must submit a formal claim form and a copy of their invoice on which any such charges appear.

A second notice will be published after the Court's approval of the settlement to inform of the claims period during which the class members entitled to an amount will have to submit the claim form and the required documentation to benefit from the settlement.

### **Objection to the settlement**

If you wish to object to the settlement, you can submit a written objection to Class Counsel or attend the hearing of February 27, 2023 at 9h30 in room [number] of the Sherbrooke Courthouse located at 375 King Street West, Sherbrooke, Quebec, J1H 6B9, or via TEAMS, to explain why you disagree with the settlement.

Although it is not mandatory, you should complete the objection form and send it to Mtre Joey Zukran of LPC Avocat Inc. no later than [date]. You can object without being represented by a lawyer. You may be represented by a lawyer at your own expense.

### **Exclusion from the class action**

If you do not wish to be bound by the settlement, you must exclude yourself from the class action. If you exclude yourself, you will not be able to object to the settlement and you will not be entitled to any amount under the settlement. You will have the right to take your own legal action against Bell at your own expense.

To exclude yourself, you must send a written request for exclusion to the clerk of Sherbrooke Courthouse located at 375 King Street West, Sherbrooke, Quebec, J1H 6B9, which must be received by no later than [date]. You may also send your exclusion to Mtre Joey Zukran of LPC Avocat Inc. by email. If you do not exclude yourself, you will be bound by the settlement.

As a class member, you have the right to intervene in the present class action in the manner provided by law. No class member other than the Plaintiff or an intervenor may be required to pay legal costs arising from the class action.

### **To obtain more information**

Do not contact Bell Canada. For more information or to obtain the full text of the settlement and the objection or exclusion forms, contact:

LPC Avocat Inc.  
c/o Mtre Joey Zukran  
276 Saint-Jacques Street, Suite 801  
Montreal, Quebec, H2Y 1N3  
T: (514) 379-1572

## **APPENDIX A**

E: jzukran@lpclex.com

In the event of any discrepancy between the content of this notice and that of the settlement, the text of the settlement will prevail. The publication of this notice was approved by the Court.

## APPENDIX B

**EXCLUSION FORM**  
*Ouellet v. Bell Canada*  
(450-06-000001-176)

I wish to exclude myself from the class action mentioned in the title and not be bound by the settlement reached in this class action.

**By completing this form, I understand that:**

- I will not receive any money under the settlement;
- To the extent that I wish to pursue my individual action against Bell, I will have to do so at my own expense.

**Personal information: (Attach a separate sheet if additional space is required)**

Name:	Telephone number:
Current address (civic number, street, apartment, city, province and postal code):	
Telephone number to which collect charges were invoiced by Bell Canada:	

**I request to be excluded from the class action and the settlement**

Signature:	Date: (dd/mm/yyyy)
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**You must send this duly completed form by no later than [date] to the clerk of the Superior Court or to class counsel:**

By mail:  
Sherbrooke Courthouse  
375 King Street West  
Sherbrooke, Quebec, J1H 6B9

OR by email:  
LPC Avocat Inc.  
jzukran@lpclex.com

**APPENDIX C**

<p><b>OBJECTION FORM (optional)</b> <i>Ouellet v. Bell Canada</i> (450-06-000001-176)</p>
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Please use this form only if you wish to **object** to the settlement. Do not use this form if you wish to exclude yourself from the class action.

**Personal information: (Attach a separate sheet if additional space is required)**

Name:	Telephone number:
Current address (civic number, street, apartment, city, province and postal code):	
Telephone number to which collect charges were invoiced by Bell Canada:	

REASONS WHY YOU OBJECT (Please attach an additional page if this space is insufficient)

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Signature:	Date: (dd/mm/yyyy)
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**You must send this duly completed form no later than [date] to class counsel by mail or email:**

LPC Avocat Inc.  
c/o Mtre Joey Zukran  
276 Saint-Jacques Street, Suite 801  
Montreal, Quebec, H2Y 1N3  
jzukran@lpclex.com



## APPENDIX D

### CLAIMS NOTICE

*Ouellet v. Bell Canada*  
(450-06-000001-176)

#### SETTLEMENT

A settlement has been approved by the Court in a class action regarding collect calls processed by Bell Canada (“**Bell**”). Bell denies any wrongdoing or liability in this matter.

#### WHAT DOES THE SETTLEMENT PROVIDE FOR?

Without admission of any kind, Bell will pay \$1,000,000 to fully and finally settle this action for the purpose of avoiding further costs and put a final end to this litigation and to all related claims.

This amount will be distributed on a pro rata basis among the class members, after deduction of Class Counsel fees (\$300,000.00 plus taxes) and other disbursements, costs and expenses to administer the settlement estimated at \$110,000.00 plus taxes.

#### WHO CAN BENEFIT FROM THE SETTLEMENT?

You are a member of the class eligible for compensation under the settlement if you are:

- 1) A natural person in Quebec who has received and paid the charges associated with one or more long distance collect calls processed by Bell Canada between September 25, 2014 and September 30, 2022 inclusively, other than calls made from provincial correctional facilities located in the Province of Ontario using the *Offender Telephone Management System (OTMS)*.
- 2) All legal persons, partnerships and associations or other groups not endowed with juridical personality in Quebec who has received and paid the charges associated with one or more long distance collect calls processed by Bell Canada between September 25, 2014 and September 30, 2022 inclusively, other than calls made from provincial correctional facilities located in the Province of Ontario using the *Offender Telephone Management System (OTMS)*, and who did not invoice the charges to a third party (such as, but not limited to, a client, an organization or legal aid).

#### COMPENSATION

You will be eligible for a refund of the charges for long distance collect calls processed by Bell that appear on one of your invoices in the period between September 25, 2014 and September 30, 2022 inclusively. The refund will be calculated on a pro rata basis among the class members eligible for compensation who submit a claim form and provide the required documentation before the deadline indicated below.

The amount to which you are entitled will be transferred to you by Velvet Payments (the Claims Administrator) via Interac e-transfer by email or sent by cheque to the address

## APPENDIX D

indicated on the claim form. You should expect to receive the amount within sixty (60) days of [end of Claims Period].

If you do not deposit the cheque within six (6) months of its issuance or accept the Interac e-transfer within 30 days of its issuance, you will be deemed to have waived your right to that amount and will not be entitled to any further amount or compensation.

### **CLAIM FORM AND DOCUMENTATION TO SUBMIT**

You must duly complete and submit the claim form, along with your invoice, **by [date]**.

**The claim form is available on the website [website]. You may also contact Velvet Payments at the contact information below to obtain a copy.**

You can submit your claim form and the required documentation to any of the following coordinates:

Via the website: [Site internet Velvet Payments pour règlement]

By email: [email]

By mail: Velvet Payments  
5900 Andover Ave. Suite 1  
Montreal, Quebec  
H4T 1H5

By fax: [number]

### **For assistance, you may contact the claims administrator or class counsel:**

Claims Administrator:

Velvet Payments  
5900 Andover Ave. Suite 1  
Montreal, Quebec  
H4T 1H5  
T. : [number]  
info@velvetpayments.com

Class Counsel:

LPC Avocat Inc.  
c/o Mtre Joey Zukran  
276 Saint-Jacques Street, Suite 801  
Montreal, Quebec, H2Y 1N3  
T: 514.379.1572  
jzukran@lpclex.com

In the event of any discrepancy between the content of this notice and that of the settlement, the text of the settlement will prevail. The publication of this notice was approved by the Court.

## APPENDIX E

### CLAIM FORM

*Ouellet v. Bell Canada*  
(450-06-000001-176)

**You must submit this duly completed claim form and the required documentation by no later than [date]. You can submit the claim form and the required documentation to any of the following coordinates:**

**Via the website: [Site internet Velvet Payments pour règlement]**

**By email: [email]**

**By mail: Velvet Payments  
5900 Andover Ave. Suite 1  
Montreal, Quebec  
H4T 1H5**

**By fax: [number]**

### **IMPORTANT: PLEASE READ BEFORE COMPLETING THIS CLAIM FORM**

#### **CLAIM FORM INSTRUCTIONS**

##### **1) Class Members:**

You are a member of the class eligible for compensation under the settlement if you are:

- 1) A natural person in Quebec who has received and paid the charges associated with one or more long distance collect calls processed by Bell Canada between September 25, 2014 and September 30, 2022 inclusively, other than calls made from provincial correctional facilities located in the Province of Ontario using the *Offender Telephone Management System (OTMS)*.
- 2) A legal person, partnership and association or other group not endowed with juridical personality in Quebec who has received and paid the charges associated with one or more long distance collect calls processed by Bell Canada between September 25, 2014 and September 30, 2022 inclusively, other than calls made from provincial correctional facilities located in the Province of Ontario using the *Offender Telephone Management System (OTMS)*, and who did not invoice the charges to a third party (such as, but not limited to, a client, organization or legal aid).

If you are a class member eligible for compensation based on the above definition, you may submit this claim form. Please complete Sections A, B and C, and return the duly completed claim form and the required documentation **to the claims administrator (Velvet Payments)** via the website or by email, mail or fax as per the information above.

##### **2) Compensation:**

## APPENDIX E

The class members eligible for compensation will be eligible for a refund of the charges for long distance collect calls processed by Bell Canada that appear on one of their invoices in the period between September 25, 2014 and September 30, 2022.

The refund will be calculated on a pro rata basis among the class members eligible for compensation who submit, before the deadline, the claim form and their invoice on which charges for long distance collect calls processed by Bell Canada appear.

The amount to which you are entitled will be transferred to you by Velvet Payments (the Claims Administrator) via Interac e-transfer by email or sent by cheque to the address indicated on the claim form. You should receive the amount within sixty (60) days of **end of Claims Period**.

If you do not deposit the cheque within six (6) months from the date of its issuance or accept the Interac e-transfer within 30 days of its issuance, you will be deemed to have waived your right to that amount and will not be entitled to any further amount or compensation.

### 3) Claim Form:

To submit a claim form, you must confirm or provide your current contact information, affirm certain facts that show that you are eligible to receive compensation from the settlement and attach the required documentation.

**For assistance, you may contact the claims administrator or class counsel:**

Claims Administrator:

Velvet Payments  
5900 Andover Ave. Suite 1  
Montreal, Quebec  
H4T 1H5  
T. : [number]  
info@velvetpayments.com

Class Counsel:

LPC Avocat Inc.  
c/o Mtre Joey Zukran  
276 Saint-Jacques Street, Suite 801  
Montreal, Quebec, H2Y 1N3  
T: 514.379.1572  
jzukran@lpclex.com

## APPENDIX E

<b>CLAIM FORM</b> <i>Ouellet v. Bell Canada</i> (450-06-000001-176)
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<b>SECTION A: NAME AND CONTACT INFORMATION</b>
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Provide your name and contact information below. If your contact information changes after you submit this claim form, please provide the new information to the claims administrator.

Name:	Telephone number:
Current address (civic number, street, apartment, city, province and postal code):	
If you wish to receive the refund via <b>Interac e-transfer</b> , please indicate your <b>email address</b> :	

<b>SECTION B: PROOF OF BILLING AND PAYMENT</b>
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<b>1) Required information</b>
<b>(Required for Bell clients only)</b> Invoice number of your invoice on which charges for long distance collect calls processed by Bell Canada appear in the period between September 25, 2014 and September 30, 2022 inclusively:
Telephone number (with area code) to which the charges for long distance collect calls were invoiced by Bell Canada or your telephone provider:
Total amount (\$) of charges for long distance collect calls processed by Bell Canada that appear on your invoice in the period between September 25, 2014 and September 30, 2022 inclusively:
<b>2) Required documentation</b>
<input type="checkbox"/> Please upload or attach your invoice on which charges for long distance collect calls processed by Bell Canada appeared.

<b>SECTION C: CLASS MEMBER VERIFICATION AND DECLARATION</b>
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By signing below and submitting this claim form, I hereby solemnly affirm that:

In the case of a natural person:

- 1) I am the person identified above and the information provided in this claim form is true and accurate.

## APPENDIX E

- 2) I reside in the province of Quebec and received one or more long distance collect calls processed by Bell Canada between September 25, 2014 and September 30, 2022 inclusively.
- 3) The collect calls received were not made from provincial prisons located in the province of Ontario using the *Offender Telephone Management System (OTMS)*.
- 4) I paid the long distance collect calls charges listed on the attached invoice.

In the case of a legal person, partnership, association or other group not endowed with juridical personality:

- 1) The individual identified above is duly authorized by the legal person, partnership, association or group and the information provided in this claim form is true and accurate.
- 2) The legal person, partnership, association or group is domiciled or has an establishment in the province of Quebec and received one or more long distance collect calls processed by Bell Canada between September 25, 2014 and September 30, 2022 inclusively.
- 3) The collect calls received were not made from provincial prisons located in the province of Ontario using the *Offender Telephone Management System (OTMS)*.
- 4) The legal person, partnership, association or group paid the long distance collect calls charges listed on the attached invoice and did not invoice the charges to a third party (such as, but not limited to, a client, organization or legal aid).
- 5) The legal person, partnership, association or group has not been reimbursed or otherwise compensated for the collect call charges claimed in the present form.

**SIGNATURE**

**DATE (dd/mm/yyyy)**

**NAME**

**For assistance, you may contact the claims administrator or class counsel:**

Claims Administrator:

Velvet Payments  
5900 Andover Ave. Suite 1  
Montreal, Quebec  
H4T 1H5

T. : [number]  
[info@velvetpayments.com](mailto:info@velvetpayments.com)

Class Counsel:

LPC Avocat Inc.  
c/o Mtre Joey Zukran  
276 Saint-Jacques Street, Suite 801  
Montreal, Quebec, H2Y 1N3

T: 514.379.1572  
[jzukran@lpclex.com](mailto:jzukran@lpclex.com)

## APPENDIX E

**YOU MUST SEND THIS DULY COMPLETED CLAIM FORM AND THE REQUIRED DOCUMENTATION NO LATER THAN [DATE] TO ANY OF THE FOLLOWING COORDINATES:**

Website: [Site internet Velvet Payments pour règlement]

Email: [email]

Mail: Velvet Payments  
5900 Andover Ave. Suite 1  
Montreal, Quebec  
H4T 1H5

Fax: [number]