

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:

- 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 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 British Columbia Technology for Learning Society and Alberta Computers for Schools. 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 this, please visit www.callsetupsettlement.ca.

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: <https://www.veritaconnect.com/callsetupsettlement/>. 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 December 6, 2025.

The Claims Administrator shall review the claims forms by January 5, 2026 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 days 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.

D. 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 callsetupsettlement@veritaglobal.com or the appropriate Class Counsel identified below.

The law firms of Lemer & Company and Harris and Company represent 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>

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

<https://harrisco.com/lawyers/arthur-m-grant/>

INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.

E. 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.

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