

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE D. S. CRANE

MONDAY, THE 10th
DAY OF MAY, 2004

B E T W E E N

RICHARD SAJECKI

Plaintiff

and

BCE INC. and BELL CANADA INC.

Defendants

JUDGMENT

THIS MOTION, made by the Plaintiff for a Judgment for approval of a settlement and that the within action be certified as a Class Proceeding, as set out in the Notice of Motion filed herein, was heard April 22, 2004 at Hamilton, Ontario.

ON READING THE Motion Record of the Plaintiff including the Affidavit of Jeffrey C. Teal, sworn April 13, 2004 and Exhibits thereto, the Affidavit of Richard Sajecki sworn April 15, 2004 and Exhibits thereto, the Factum of the Plaintiff, filed; the action having been discontinued against BCE Inc. and on hearing the submissions of counsel for the Plaintiff and counsel for the Defendant;

1. THIS COURT ORDERS AND ADJUDGES that for purposes of the settlement, as set out in the Settlement Agreement attached as Schedule "A" ("the Settlement

Agreement”), the within action is certified as a Class Proceeding pursuant to the *Class Proceedings Act*, 1992, S.O. 1992, c.6.

2. THIS COURT ORDERS AND ADJUDGES that, unless otherwise specified, all terms in this Judgment shall have the meanings set forth in the Settlement Agreement.

3. THIS COURT ORDERS AND ADJUDGES that, as set out in the Settlement Agreement, the group of persons who are members of the Ontario Class be:

“Any person in Canada, outside the province of Quebec, who subscribed to/for the Bell Canada First Rate program prior to September 28, 2000, and who was affected by the billing changes instituted to the First Rate program by Bell Canada in September/October, 2000, the particulars of which billing changes are as follows:

- i. *For subscribers who used over 800 minutes of long distance calling time per month, a charge of \$0.10 per minute was to thereafter apply with respect to each minute over 800; and*
 - ii. *The ‘call window’ of 6:00 p.m. to 8:00 a.m. was changed to 6:00 p.m. to 6:00 a.m., a reduction in the ‘call window’ of 2 hours, namely 6:00 a.m. to 8:00 a.m.”*

4. THIS COURT ORDERS AND ADJUDGES that the claims asserted on behalf of the Class are for breach of contract and the relief sought is damages, interest and costs as set out in the Statement of Claim.

5. THIS COURT ORDERS AND ADJUDGES that the within proceeding is certified as a Class Proceeding on the basis of the following common issues:

BREACH OF CONTRACT

Was it an implied term of Bell Canada's First Rate long distance telephone savings plan that billing changes would be reasonably communicated to subscribers reasonably in advance of the changes becoming effective?

If so, what constitutes reasonable advance communication to subscribers in the circumstances?

Was Bell Canada's "Short Information Message" ("SIM") on telephone bills to subscribers during the period September 28 through October 25, 2000 reasonable advance communication to subscribers?

DAMAGES

Are First Rate subscribers entitled to reimbursement of all amounts paid to Bell Canada at rates in excess of those that applied under the First Rate plan prior to the billing changes instituted by Bell Canada in September/October, 2000, for a reasonable period of time following the said billing changes?

If so, what is the reasonable notice period following the billing changes, for which reimbursement is required to be made?

If so, how is that reimbursement to be made by Bell Canada to subscribers?

6. THIS COURT ORDERS AND ADJUDGES that Richard Sajecki be appointed as Representative Plaintiff for the Ontario Class in the within Class Proceeding.
7. THIS COURT DECLARES that the Settlement Agreement is reasonable, fair, adequate and in the best interests of the Ontario Class.

8. THIS COURT ORDERS AND ADJUDGES that the Settlement Agreement is approved, and the terms of the Settlement Agreement are incorporated into this Judgment.

9. THIS COURT ORDERS AND ADJUDGES that the opt-out period run for a period of 75 days from May 10, 2004 as provided for in the Settlement Agreement.

10. THIS COURT ORDERS AND ADJUDGES that any Class Member who does not opt-out within the time provided and in the manner described in the Settlement Agreement is bound by the Settlement Agreement and this Judgment and is hereby enjoined from pursuing any claims covered by the Settlement Agreement against the Defendants.

11. THIS COURT ORDERS AND ADJUDGES that, subject to the terms of the Settlement Agreement, this Judgment constitutes:
 - (a) the full and final resolution and release of all claims and causes of action that have been raised by Class Members in this action.

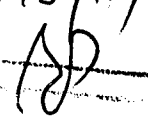
 - (b) a full and final release by Class Members of Bell Canada and related entities and their respective employees, directors, officers, agents and independent contractors (the "Releasees") from any and all liability in respect of the claims raised in this action; and

- (c) a covenant by all Class Members not to make any claim or commence or maintain any action or proceeding against any third party including any person or corporation arising from or in connection with the claims raised in this action, in which any claim could arise against the Releasees for contribution, or indemnity, or any other relief over.

12. THIS COURT ORDERS AND ADJUDGES that Class Counsel's legal fees and disbursements are hereby approved as set-out in Article 13 of the Settlement Agreement.

Signed 18 May, 2004

 J.
(Signature of judge, officer or registrar)

ENTERED AT HAMILTON
In Book No. 155
as Document No. 67
on May 18/04
by 

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT HAMILTON

JUDGMENT

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