

This is the 1st Affidavit
of Jennifer Winstanley in this case
and was made on 15/July/2015

No. S-095159
Vancouver Registry

In the Supreme Court of British Columbia

Between

JAMES WELDON and LEONARD BLEIER, suing on their own
behalf and in a representative capacity on behalf of all former
members of defined benefit pension plans sponsored,
directed, administered or advised by the Defendants and their
predecessors who were caused by the Defendants and their
predecessors to cease to participate in those defined benefit
pension plans and to participate only in defined contribution
pension plans commencing on or about January 1, 1993,
wherever they reside

Plaintiffs

and

TECK METALS LTD. and TOWERS PERRIN INC.

Defendants

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

**AFFIDAVIT #1 OF J. WINSTANLEY
REGARDING SETTLEMENT APPROVAL**

I, Jennifer Winstanley, of 400-856 Homer Street, Vancouver BC, lawyer, AFFIRM
THAT:

1. I am a lawyer with the law firm of Camp Fiorante Matthews Mogerman, counsel
for the representative plaintiffs, James Weldon and Leonard Bleier, in this proceeding
and as such I have personal knowledge of the matters deposed to in this affidavit

except where stated to be on information and belief in which case, I verily believe them to be true.

2. The plaintiffs in this action have reached a settlement agreement with Teck Metals Ltd. ("Teck Metals") and Towers Perrin Inc. ("Towers") in this action dated October 31, 2014 ("the Settlement Agreement").

3. Class Counsel are bringing four applications concurrently, for the following matters:

- (a) approval of the Settlement Agreement (the "Settlement Application");
- (b) approval of the Distribution Plan, appointment of CFM as claims administrator under the Distribution Plan, and payment of a fee to CFM as claims administrator (the "Distribution Application")
- (c) approval of Class Counsel's fees and disbursements (the "Fees Application"); and
- (d) honoraria for the two representative plaintiffs (the "Honoraria Application"; collectively, the "Applications").

The Proposed Settlement

4. On the eve of trial, after extensive litigation and arms length settlement negotiations, the parties agreed to settle this case for \$4 million (the "Settlement Amount"), plus up to \$300,000 for disbursements incurred prior to the agreement in principle (the "Costs Amount"), in exchange for a release from class members. The parties executed the Settlement Agreement effective October 31, 2014.

5. Prior to accepting the offer, the representative plaintiffs met separately with retired Court of Appeal Justice Kenneth Smith. Mr. Smith independently reviewed the Settlement Agreement with the representative plaintiffs and strongly endorsed the decision to settle.

6. Class Counsel and the representative plaintiffs recommend approval of the Settlement Agreement. The parties executed the Settlement Agreement effective October 31, 2014. Attached hereto and marked as **Exhibit "A"** to this affidavit is a copy of the Settlement Agreement.

Background

7. This proceeding is brought on behalf of current and former employees of Teck Metals and related entities regarding the 1993 conversion of their pension benefits from defined benefit (the "DB Plan") to defined contribution (the "DC Plan"). Towers was the actuarial and pension consultant on the conversion.

8. This case was started in 2009. The plaintiffs alleged that Teck Metals, with the assistance of Towers, structured and implemented the DC Plan in a way that favoured Teck Metals' interest over those of its employees, transferring risks from Teck Metals to the pension plan members. Specifically, at the time of the election, the defendants allegedly provided the employees with incomplete, inaccurate or misleading information, and were therefore liable for damages and other relief for breach of statutory and fiduciary duties, deceit and negligent misrepresentation.

9. The defendants vigorously contested all aspects of liability and damages. They pointed out that while unexpectedly low interest rates had seriously impacted the value of the DC plan, the interest rates were just that – unexpected. The defendants' basic position was that hindsight should not be the standard. They said that, based on information that existed in 1993, the material provided to the class members was fair, reasonable, and unbiased.

Litigation History

10. This action has been vigorously contested at every step. The defendants were represented by some of the most competent defence counsel in Canada. They raised defences and challenged the representative plaintiffs based on limitation periods, duty of care, standard of care, causation and damages. In the six years since it was

commenced, this action has been to the BC Court of Appeal three times. It has also required extensive case management.

11. This action was filed as a proposed class proceeding on July 14, 2009, by one of the current representative plaintiffs, James Weldon. The writ was renewed on June 29, 2010, and served on the defendants in December 2010. I am informed by David Blair, a partner at Victory Square Law Office ("VSLO"), co-counsel to CFM in this action, that Mr. Weldon provided Mr. Blair with information for an affidavit of Mr. Blair in support of the application to renew the writ.

12. On October 17, 2011, a parallel action was filed by Leonard Bleier, *Bleier v. Teck Metals Ltd. et al*, SCBC Action No. VLC-S-S-116968. On June 21, 2012 the Court granted an order consolidating the two actions.

13. On June 21, 2012 the Plaintiff discontinued against the Agrium defendant.

14. In the early stages, the action was subject to extensive challenge by the defendants on procedural and limitations grounds. These challenges included an application to set aside the *ex parte* order renewing the writ of summons, which was pursued through to the Court of Appeal over a period of 11 months and ultimately dismissed in February 2012.

Weldon v Agrium Inc., 2012 BCCA 53

15. Following the Court of Appeal decision, the defendants brought separate applications for summary judgment dismissing most of the plaintiffs' claims. The defendants alleged that all of the plaintiffs' claims, except those based on deceit, were barred by the *Limitation Act*. The Court dismissed the defendants' applications in reasons dated September 26, 2012.

Weldon v Teck Metals Ltd., 2012 BCSC 1386.

16. In December 2012, the parties consented to certification of the action as a class proceeding, and agreed on 23 common issues to be decided. The first two of those common issues were submitted for judgment on a special case pursuant to Supreme Court Civil Rule 9-3. Those issues were:

- (a) When did the right to bring this action arise pursuant to the *Limitation Act*?
- (b) If the basic limitation period has expired, to what extent, if at all, can the plaintiffs rely on the postponement provisions in the *Act*?

17. The Court's reasons were released on March 4, 2013. The decision was appealed by both parties, and Court of Appeal reasons were issued on August 6, 2013.

18. On the first common issue, the defendants argued that the limitation period had expired long before the action was started because the right to bring the action arose and the time began to run at the time that the DC Plan came into effect on January 1, 1993. The plaintiffs argued that a cause of action does not arise and no limitation period begins to run until the plaintiff suffers a loss – and no class member suffered a loss until a “payment” event, the date he or she retired or otherwise became eligible to receive money from the pension plan. Both this Court and the Court of Appeal accepted the defendants' arguments and held that the right to bring an action arose on January 1, 1993.

19. The effect of the ruling on the first issue was that the six year limitation period in s.3(5) of the *Limitation Act* expired on January 1, 1999. Therefore, the action would be statute-barred unless and to the extent that the plaintiffs could rely on the postponement provisions of s.6 of the *Act*.

20. On the second common issue, the plaintiffs argued that postponement was available under ss. 6(3)(b) “for damage to property”, (c) “for professional negligence”, (d) “based on fraud or deceit”, (e) “in which material facts relating to the cause of action have been wilfully concealed”, and (h) “for breach of trust not within subsection (1)”. Teck Metals conceded that postponement is available for the claim of deceit, under s.6(3)(d), and the claims for breach of certain statutory duties, under s.6(3)(h), but argued that none of the plaintiffs' other claims were subject to postponement. Towers supported Teck's arguments and focussed on the argument that the conduct at issue could not constitute professional negligence for the purpose of the *Limitation Act*.

21. This Court held that the plaintiffs' claims were subject to postponement under ss. 6(3)(b) and (c), finding that s.6(3)(b) was applicable and broad enough to make postponement arguable on all common issues. The Court therefore did not address ss. 6(3)(e), or 6(3)(h).

22. As noted above, the Court of Appeal upheld this Court's decision on common issue number one. However, on common issue number two, the Court concluded that s.6(3)(b) was not applicable to the plaintiffs' claims. The Court of Appeal further held that the plaintiffs' claims were not subject to postponement under s.6(3)(e). Regarding s.6(3)(h), the Court of Appeal held that absent a proper factual foundation, the plaintiffs should not be denied the opportunity to endeavor to establish that the alleged breach of fiduciary duty was also a breach of trust that would entitle them to the benefit of s.6(3)(h) of the Act.

23. With respect to the professional negligence claim, the Court of Appeal also upheld this Court's decision. That is, professional negligence claims are subject to discoverability under the Limitation Act.

24. On November 23, 2013 the action was set down for trial for 20 court days on September 22, 2014 to October 10, 2014 and October 20, 2014 to October 24, 2014.

25. Class Counsel actively prepared for trial until the Settlement Agreement was reached in September 2014. Class Counsel spent a great deal of time reviewing and digesting documents, conducting and defending numerous discoveries, retaining and instructing experts, and otherwise engaging in extensive legal and factual trial preparation.

Previous Notice to the Class

26. After certification, Teck Metals provided Class Counsel with a list of 449 class members and their last known addresses. On April 26, 2013, Class Counsel mailed out a letter providing notice of the certification and the deadline to opt in or out (the "Certification Letter"). Attached hereto and marked as **Exhibit "B"** to this affidavit is a true copy of the Certification Letter. The deadline to opt in or out was July 23, 2013 (the

"Opt In/Out Deadline"). 42 class members resident in BC opted out of the action. 176 class members resident outside of BC opted into the action. Some of the opt ins and opt outs were received after the Opt In/Out Deadline, and were permitted by order made January 23, 2014.

27. In February 2014 Class Counsel sent a second notice letter to class members after the Court determined certain common issues (the "Common Issues Letter"). Attached hereto and marked as **Exhibit "C"** to this affidavit is a true copy of the Common Issues Letter.

28. I am informed by Julie Facchin that on November 26, 2014, the Court approved a letter notice (the "Settlement Letter") to all class members informing them of the Settlement Agreement. The Settlement Letter enclosed a form which class members were required to complete and return to Class Counsel by January 31, 2015 in order to share in the settlement funds (the "Claim Form"). Attached hereto and marked as **Exhibit "D"** to this affidavit are true copies of the Settlement Letter and Claim Form.

29. I am informed by Ms. Facchin that on December 22, 2014 Class Counsel sent a depersonalized version of the Settlement Letter by email to the 266 class members with known email addresses. A copy of that email is attached as **Exhibit "E"**.

30. I am further informed by Ms. Facchin that the Settlement Letter and Claims Form were posted on the websites of both Class Counsel firms.

Current Notice

31. I am informed by Ms. Facchin that on June 15, 2015, the Court approved the notice of this settlement approval hearing (the "Approval Hearing Letter"), attached as **Exhibit "F"** to this Affidavit, which was disseminated in accordance with the plan of dissemination as follows:

- (a) a personalized Approval Hearing Letter was sent by regular mail to 426 Settlement Class Members on June 16, 2015; and

- (b) a depersonalized Approval Hearing Letter was sent by e-mail to approximately 396 Settlement Class Members (all of whom were also sent a personalized version by regular mail) with known email addresses on June 16, 2015.

32. I am informed by Ms. Facchin that, in addition, the notice was posted on the websites of both Class Counsel firms on June 16, 2015.

33. I am informed by Ms. Facchin that Class Counsel also took two additional steps to provide full information to class members.

34. First, Class Counsel developed an extensive frequently asked questions ("FAQ") page which is posted on both firms' websites. A copy of the content of the FAQ page is attached as **Exhibit "G"** to this Affidavit.

35. Second, on June 24, 2015, Class Counsel held a "town hall" meeting by webinar. Approximately 68 Claimants attended at least part of the webinar. During the webinar, which lasted nearly two hours, Class Counsel explained the central terms of the Settlement Agreement and the Distribution Plan and answered Claimants' questions. The questions revolved around the history of the litigation, the Settlement Agreement the Distribution Plan. No questions were asked regarding:

- (a) the inclusion of the Late Claimants and the Late Opt Ins;
- (b) the appointment of CFM as claims administrator or its associated fee request;
- (c) Class Counsel's request for fees and disbursements; or
- (d) the proposed honoraria for the representative plaintiffs.

Factors Considered

36. The Settlement Agreement was concluded on the eve of trial. Significant information was available to Class Counsel to evaluate the merits of the settlements, including expert evidence on the value of benefits under the DB and DC Plans.

37. Had this action proceeded to trial, the plaintiffs would have faced a number of significant legal and factual hurdles at both the common and individual issues stages of this litigation, including the risks that:

- (a) the defendants could prove that they did not owe the alleged duties, and in any event, did not do anything wrong ("liability risk");
- (b) people would have joined the DC plan regardless of the information that the defendants disclosed in 1993 at the time of the election ("reliance risk");
- (c) even if the defendants had breached the standard of care, essential causes of action had expired by operation of the *Limitation Act* ("limitation period risk"); and
- (d) even if the class won at trial, the defendants would appeal and it would take many more years to resolve this lawsuit ("appeal risk").

38. Class Counsel have received 4 objection letters from three class members up to July 15, 2015, none of which object to the Settlement Agreement. The deadline for objections is July 17, 2015. Class Counsel will prepare a separate report dealing with the objections.

39. Class Counsel have also received a number of emails from Claimants supporting the Settlement Agreement and Distribution Plan, and recognizing the work done on their behalf. A selection of those emails are attached collectively as **Exhibit "H"**.

Common Issues Risks

40. In order to win, the plaintiffs needed to establish liability against one of both of the defendants for a cause of action that had not yet expired under the *Limitation Act*. They then had to win the common issues trial on liability and win complex and uncertain arguments relating to reliance, causation, damages, and postponement.

41. As against Teck Metals, there was very little evidence of fraud. Given that negligent misrepresentation had been taken away by the Court of Appeal, the case centred on breach of fiduciary duty. One major risk at the common issues stage was that the plaintiffs would not succeed in establishing that postponement was available for the breach of fiduciary duty claim. The question was left open by the Court of Appeal.

42. At the Court of Appeal, the plaintiffs argued that breach of fiduciary duty is a form of breach of trust and that s.6(3)(h) of the *Limitation Act* applied because this action alleged claims for breach of trust not within s. 6(1). The Court of Appeal did not accept this approach, but left the issue open to be addressed on the facts of this case.

43. At trial, the plaintiffs intended to argue that Teck Metals owes fiduciary duties in its capacity of administrator of the pension plan, which is a trust. The Supreme Court of Canada has recognized that there are circumstances in which a pension plan administrator has fiduciary obligations to plan members both at common law and under statute. Further, section 8(3) of the *Pension Benefits Standards Act*, R.S.B.C. 1996, c. 352 [PBSA], required Teck Metals to administer the pension plan and pension fund "as a trustee" for the employer, the members of the pension plan, former members, and any other persons entitled to pension benefits under the plan.

44. On the other hand, the defendants argued, and a number of cases have held, that much of what an employer does in relation to a pension plan is not covered by its "administrator" hat (to which the fiduciary duty attaches), but rather its "plan sponsor" hat (which does not give rise to a fiduciary duty).

45. In summary, it was not at all clear that Teck Metals' conduct fell into a cause of action that was not already barred by the passage of time.

46. As against Towers, the plaintiffs alleged professional negligence, which the Court of Appeal accepted could be postponed on the right facts. The problem with the professional negligence argument was that Teck Metals, and not Towers, prepared the majority of the information that went to the class members. Towers argued that it had

only prepared the computer model and that Teck Metals, and not Towers, had supplied the assumptions and information that had gone into the creation of that model.

47. A second major risk at the common issues trial arose from the fact that success was highly dependent on whether the Court accepted the evidence of the plaintiffs' expert. The issue addressed by the plaintiffs' expert, Mr. Allan Brown, was whether the information material, including the booklet and an interactive decision model computer program (the "IDM"), were complete, accurate, reasonable and appropriate, and even-handed. Mr. Brown concluded that the IDM in particular contained a number of biases in the calculations and in the assumptions used that resulted in a comparison of the DB Plan and the DC Plan that favoured the DC Plan. He also identified other areas where the IDM and the booklet were biased in favour of the DC Plan, for example, the assertion that the default assumptions were approved by OSFI.

48. The defendants' experts disagreed with Mr. Brown's analysis and argued that the assumptions were reasonable at the time that they were chosen.

49. Whatever the result of the common issues trial, the decision would undoubtedly be appealed by one or both parties, resulting in the plaintiffs and the class members waiting another year or more for a final resolution of the common issues. The likely leave application to the Supreme Court of Canada would consume another six to twelve months.

Individual Issues Risks

50. Assuming the plaintiffs succeeded at the common issues trial and its appeals, the next stage of the litigation would involve individual trials to assess causation and damages. The major risk for each class member at this stage would be in establishing that they relied on the information material, and particularly on its flawed portions, in making their decision to convert to the DC Plan. For a large number of class members, this would be difficult or impossible to establish.

51. In addition, each class member would have to establish that their cause of action was postponed until July 2003 or later.

Recommendations of Counsel


52. CFM has worked with Victory Square Law Office throughout this action. Copies of the bios of the primary lawyers engaged in this action, including myself, are attached collectively as **Exhibit “I”**.

53. The Settlement Agreement provides substantial benefits to the Settlement Class. The Settling Defendants have paid or will pay \$4 million for the benefit of the Settlement Class plus up to \$300,000 for disbursements. The Settlement Amount is appropriate given the litigation risks.

54. Class Counsel recommends approval of the Settlement Agreement.

55. The representative plaintiffs were given the benefit of obtaining a second opinion on the fairness of the settlement with retired judge, Kenneth Smith.

AFFIRMED BEFORE ME at Vancouver,)
British Columbia, on 15/Jul/2015.)


A Commissioner for taking
Affidavits for British Columbia

A Commissioner for taking
Affidavits for British Columbia

JULIE FACCHIN
BARRISTER & SOLICITOR
856 Homer Street, 4th Floor
Vancouver, BC, V6B 2W5
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Jennifer Winstanley

This is Exhibit "A" referred to in the
affidavit of J. Winstanley #1
sworn before me at Vancouver
this 15 day of July, 2015

[Signature]
A Commissioner for taking Affidavits
for British Columbia

SETTLEMENT AGREEMENT

Made as of October, 31 2014

Between

JAMES WELDON and LEONARD BLEIER, suing on their own behalf and in a representative capacity on behalf of all former members of defined benefit pension plans sponsored, directed, administered or advised by the Defendants and their predecessors who were caused by the Defendants and their predecessors to cease to participate in those defined benefit pension plans and to participate only in defined contribution pension plans commencing on or about January 1, 1993, wherever they reside

(the "Plaintiffs")

and

TECK METALS LTD. and TOWERS WATSON CANADA INC.

(the "Settling Defendants")

RECITALS

- A. WHEREAS on July 14, 2009, the Plaintiffs commenced a proposed class proceeding in the Supreme Court of British Columbia under Action No VLC-S-S-095159, Vancouver Registry (the "Proceeding");
- B. WHEREAS on January 22, 2013 the Proceeding was certified by consent as a class proceeding on behalf of the Class;
- C. WHEREAS, following court approved notice to the Class, _____ opted out of the Proceeding and _____ opted into the Proceeding.
- D. WHEREAS the Settling Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of wrongful conduct alleged in the Proceeding;

E. 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 burdens and expense in prosecuting the Proceeding, 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;

F. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Settling Defendants or evidence of the truth of any of the Plaintiffs' allegations against the Settling Defendants, which allegations the Settling Defendants expressly deny; and

G. WHEREAS the Parties wish to, and hereby do, finally resolve, without admission of liability, the Proceeding as against the Settling Defendants;

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 Parties that the Proceedings be settled and dismissed on the merits and with prejudice, without costs as to the Plaintiffs, the Settlement Class Members or the Settling Defendants, subject to the approval of the Court, on the following terms and conditions:

SECTION 1 – DEFINITIONS

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

- (1). *Account* means an interest bearing trust account at a Canadian Schedule 1 bank in British Columbia under the control of Class Counsel for the benefit of the Settlement Class Members.
- (2). *Administrator* means Camp Fiorante Matthews Mogerman.

- (3). ***Administration Expenses*** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Administrator, 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.
- (4). ***Affiliate*** means an "affiliated body corporate" as defined in the Canada Business Corporations Act in effect on the date hereof.
- (5). ***Class*** means the class of persons represented by the Plaintiffs pursuant to the certification order made 21 December 2012 in the Proceeding.
- (6). ***Class Counsel*** means Camp Fiorante Matthews Mogerman.
- (7). ***Class Counsel Fees*** include the fees, disbursements, costs, interest, GST and other applicable taxes or charges of Class Counsel.
- (8). ***Costs Amount*** means the reasonable disbursements of the Plaintiffs necessarily and properly incurred for the purpose of the Proceeding prior to September 22, 2014, to a maximum amount of \$300,000.
- (9). ***Court*** means the Supreme Court of British Columbia.
- (10). ***Distribution Plan*** means the plan for distributing the Settlement Amount and accrued interest, in whole or part, as approved by Court.
- (11). ***Effective Date*** means the date on which the order of the Court approving this Settlement Agreement becomes final and unappealable.
- (12). ***Final Order*** means the final judgment entered by the Court approving this Settlement Agreement once the time to appeal such judgment has expired without any appeal being taken or, if an appeal is taken, once it has been dismissed.
- (13). ***Other Actions*** means any and all actions or proceedings, other than the Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.

- (14). ***Parties*** means the Plaintiffs, the Settlement Class Members and the Settling Defendants.
- (15). ***Plaintiffs*** means the representative plaintiffs, James Weldon and Leonard Bleier.
- (16). ***Proceeding*** means *James Weldon and Leonard Bleier v. Teck Metals Ltd., and Towers Perrin Inc.*, Vancouver Registry No. VLC-S-S-095159.
- (17). ***Released Claims*** means the claims that are the subject of the release contained in s. 5.1 of this Settlement Agreement and include all the Settlement Class Members' claims against the Settling Defendants set out or which could have been raised in the Proceeding.
- (18). ***Settlement Agreement*** means this agreement, including the recitals and schedules.
- (19). ***Settlement Amount*** means \$4,000,000.
- (20). ***Settlement Class Members*** means all B.C. resident Class members who did not opt-out of the Proceeding and all non-B.C. resident Class members who opted into the Proceeding, and ***Settlement Class Member*** means any one of them.
- (21). ***Settling Defendants*** means Teck Metals Ltd. and Towers Watson Canada Inc., named in the style of cause of the Proceeding as Towers Perrin Inc.
- (22). ***Teck Defendant*** means Teck Metals Ltd.
- (23). ***Towers Defendant*** means Towers Watson Canada Inc., named in the style of cause of the Proceeding as Towers Perrin Inc.

SECTION 2 – NOTICE TO THE SETTLEMENT CLASS

2.1 Motion for Approval of Notice

- (1). As soon as practicable after the Settlement Agreement is executed, the Plaintiffs shall bring a motion before the Court for an order approving a notice of the hearing to approve the following:
 - (a) Settlement Agreement;
 - (b) Distribution Plan;
 - (c) appointment of the Administrator;

- (d) Class Counsel Fees; and
 - (e) payment to the Plaintiffs of a fee to compensate them for their service to the Class.
- (2). The order and notice shall be in a form to be agreed by the Parties and approved by the Court, or failing agreement by the Parties, in a form ordered by the Court.

SECTION 3 – SETTLEMENT APPROVAL, ADMINISTRATION, DISTRIBUTION, AND FEES

3.1 Final Court Approval Required

- (1). The Plaintiffs shall apply for the Final Order within 60 days of the date of execution of this Settlement Agreement or such other date as the Parties agree.
- (2). This Settlement Agreement shall only become final on the Effective Date.

3.2 Distribution Plan

- (1). Subject to any amendments ordered by the Court, the Settlement Class Members shall be compensated pursuant to the Distribution Plan to be approved by the Court.
- (2). The Plaintiffs shall apply for approval of the Distribution Plan contemporaneously with seeking approval of the Settlement Agreement.

3.3 Appointment of Administrator

The Plaintiffs shall apply for the appointment of the Administrator contemporaneously with seeking approval of the Settlement Agreement.

3.4 Payments to Plaintiffs

The Plaintiffs shall seek the Court's approval to pay the Plaintiffs a fee to compensate them for their service to the Class contemporaneously with seeking approval of the Settlement Agreement.

3.5 Class Counsel Fees

Class Counsel may seek the Court's approval to pay Class Counsel Fees and their own Administration Expenses out of the Settlement Amount in the Account contemporaneously with seeking approval of the Settlement Agreement or at any time thereafter.

SECTION 4 – SETTLEMENT BENEFITS

4.1 Payment of Settlement Amount

- (1). On the Effective Date the Settling Defendants shall pay the Settlement Amount to Class Counsel in trust for deposit into the Account.**
- (2). Forthwith upon the later of the determination of the Costs Amount by agreement or taxation before the Registrar and the Effective Date, the Settling Defendants will pay the Costs Amount to Class Counsel in trust for deposit into the Account.**
- (3). The Settlement Amount and Costs Amount will be paid in full satisfaction of the Released Claims of the Settlement Class Members against the Settling Defendants.**
- (4). The monies in the Account shall be held by Class Counsel for the benefit of the Settlement Class Members and shall be paid in accordance with the Distribution Plan.**
- (5). Class Counsel shall maintain the Account as provided in this Settlement Agreement and shall not pay out all or part of the monies in the Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Court obtained after notice to the Settling Defendants.**

4.2 Taxes and Interest

- (1). Except as hereinafter provided, all interest earned on the funds in the Account shall accrue to the benefit of the Settlement Class Members and shall become and remain part of the Account.**
- (2). All taxes payable on any interest which accrues on the funds in the Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Settlement Class Members. The Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the funds in the Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned on the funds in the Account shall be paid from the Account.**

(3). The Settling Defendants shall have no responsibility to make any filings relating to the Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Account.

4.3 Information for Distribution

(1). The Teck Defendant will make reasonable efforts to provide the Plaintiffs with accurate information as set out in Schedule A required for the preparation and implementation of the Distribution Plan, provided that it shall not be liable for negligent errors or omissions and/or any use of such information in connection with the Distribution Plan, and this limit on its liability will be a term of the Final Order.

(2). The Towers Defendant will make reasonable efforts to provide the Plaintiffs with accurate information required for the preparation and implementation of the Distribution Plan, provided that:

- (a) the Towers Defendant will not be liable for any role that it plays in fulfilling those obligations and this limit on its liability will be a term of the Final Order;
- (b) the Towers Defendant will have no responsibility for the Distribution Plan; and
- (c) after the first 8 hours of work, the Towers Defendant will be paid for any additional assistance that the Plaintiffs request at the normal hourly rates of its staff.

4.4 Future Discussions

The Teck Defendant will provide to the Plaintiffs the assurance contained in Schedule B.

SECTION 5 – RELEASES AND DISMISSALS

5.1 Release and Dismissal

In consideration of payment by the Settling Defendants of the Settlement Amount to the Account and the other valuable consideration set forth in this Settlement Agreement, the Plaintiffs on their own behalf and on behalf of the Settlement Class Members:

- (a) do hereby remise, release and forever discharge the Settling Defendants and their Affiliates and their respective predecessors, successors, assigns, servants, agents, officers, directors and employees (herein referred to as the "Releasees"), of and from

any and all actions, causes of action, claims and demands whatsoever or wheresoever, whether at law or in equity, and whether known or unknown, suspected or unsuspected, which the Settlement Class Members, their successors and assigns or any of them, can, shall, or may have by reason of the events and actions giving rise to the claims advanced in the Proceeding; and

- (b) covenant not to make any claim or take any proceeding against any other legal or natural person who might claim contribution from the Releasees in respect of allegations that are or could have been advanced in the Proceeding.

5.2 Dismissal of the Proceeding

The Proceeding shall be dismissed with prejudice and without costs as against the Settling Defendants.

5.3 Dismissal of Other Actions

All Other Actions commenced by any Settlement Class Member shall be dismissed against the Settling Defendants, without costs and with prejudice.

SECTION 6 -- OTHER CLAIMS

6.1 Claims for Contribution or Indemnity

If notwithstanding section 5.1(b), a Settlement Class Member makes any claim or takes any proceedings against any other legal or natural person who might claim contribution or indemnity from any Releasee which a court or other tribunal may attribute to the fault of such Releasee and that person or corporation claims contribution or indemnity from such Releasee, then, at the first opportunity, the Settlement Class Member will advise the court or other tribunal in which proceedings are brought, and so amend his or her pleadings to make clear, that he or she expressly waives any right to recover from any such person, any portion of the losses claimed that the court or other tribunal may attribute to the fault of such Releasee.

6.2 No Admission of Liability

Whether or not this Settlement Agreement 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 any Settling Defendant, or of the truth of any of the claims or allegations contained in the Proceeding or any other pleading filed by any Settlement Class Member.

6.3 Agreement Not Evidence

The Parties agree that, whether or not it 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 referred to, offered as evidence or received in evidence in any pending or future proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, or as otherwise required by law.

SECTION 7 – ADMINISTRATION AND IMPLEMENTATION

7.1 Mechanics of Administration

Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and the Distribution Plan shall be subject to the supervisory jurisdiction of the Court, which may be exercised on the Court's own motion or on motions brought by the Administrator, by a Settling Defendant, or by Class Counsel.

7.2 Notice of Motions

All motions contemplated by this Settlement Agreement shall be on notice to the Parties in accordance with the Supreme Court Civil Rules.

SECTION 8 – TERMINATION OF SETTLEMENT AGREEMENT

8.1 Right of Termination

(1). Subject to section 8.2, in the event that:

- (a) the Court declines to approve this Settlement Agreement or any material part hereof;
or
- (b) the order approving this Settlement Agreement by the Court does not become a Final Order following the conclusion of all relevant proceedings;

this Settlement Agreement shall be terminated.

(2). In the event that the Settling Defendants do not pay the Settlement Amount or the Costs Amount, the Plaintiffs may elect to terminate the Settlement Agreement or to seek enforcement of the Settlement Agreement.

(3). Any order, ruling or determination made by the Court with respect to Class Counsel or Plaintiffs' fees and disbursements or with respect to the Administrator or Distribution Plan shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

8.2 Survival of Provisions After Termination

(1). If this Settlement Agreement is terminated, the provisions of sections 4.2, 6.2, 6.3, 8, 9, and the definitions applicable thereto shall survive the termination and continue in full force and effect. The definitions shall survive only for the limited purpose of the interpretation of sections 4.2, 6.2, 6.3, 8 and 9 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

(2). The Parties expressly reserve all of their respective rights if this Settlement Agreement does not become effective or if this Settlement Agreement is terminated.

SECTION 9 - MISCELLANEOUS

9.1 Best Efforts

The Parties shall use their best efforts to effect this settlement and to secure the prompt, complete and final dismissal with prejudice of the Proceeding as against the Settling Defendants.

9.2 Motion

Class Counsel or the Settling Defendants may apply to the Court for directions in respect of the interpretation and implementation of this Settlement Agreement.

9.3 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", "hereof", "hereunder", "herein", and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

9.4 Computation of Time

In the computation of time in this Settlement Agreement, except where a contrary intention appears,

- (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.

9.5 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

9.6 Entire Agreement

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

9.7 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 Court.

9.8 Binding Effect

Unless and until it is terminated, this Settlement Agreement shall be binding upon, and enure to the benefit of the Plaintiffs, Settlement Class Members, the Settling Defendants, any and all of their respective insurers, employees, agents, successors and assigns. Without limiting the generality of the foregoing, unless and until this Settlement Agreement is terminated, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon them and each and every covenant and agreement made herein by the Settling Defendants shall be binding upon them.

9.9 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.

9.10 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, 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 in 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.

9.11 Arbitration

The Parties agree that any and all disputes arising out of or in connection with this Agreement or the settlement contemplated herein will be referred to and fully and finally resolved by binding arbitration conducted by a panel of three arbitrators pursuant to the Domestic Commercial Arbitration Rules of Procedure of the British Columbia International Commercial Arbitration Centre, and that no party will contest such jurisdiction. The place of arbitration will be Vancouver, British Columbia.

9.12 Recitals

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

9.13 Acknowledgements

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.

9.14 Authorized Signatures

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.

9.15 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 facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For Plaintiffs, for B.C. Class Counsel, and for Administrator

**JJ Camp QC, Reidar Mogerman
Camp Florante Matthews Mogerman
400 - 856 Homer Street
Vancouver, BC V6B 2W5**

**Telephone: 604-689-7555
Facsimile: 604-689-7554**

For Teck Defendant:

**Geoffrey B. Gomery, Q.C.
Nathanson, Schachter & Thompson LLP
750-900 Howe Street
Vancouver, BC V6Z 2M4**

**Telephone : 778-945-1471
Facsimile : 604-684-1598**

For Towers Defendant:

**Hein Poulus, Q.C.
Stikeman Elliott LLP
1700 - 666 Burrard Street
Vancouver BC V6C 2X8**

**Telephone: 604-631-1378
Facsimile: 604-681-1825**

9.16 Date of Execution

The Parties have executed this Settlement Agreement effective as of the date on the cover

page.

SIGNED, SEALED AND DELIVERED
by class counsel on behalf of the Settlement
Class Members in the
presence of:

C. Bolder
Witness

)
)
)
)
)
)
)
)
)
)
)
)
Camp Florante Matthews Mogerman

SIGNED, SEALED AND DELIVERED
by counsel for the Teck Defendant
in the presence of:

[Signature]
Witness

)
)
)
)
)
)
)
)
)
)
)
)
Geoffrey Gomeray, Q.C.

SIGNED, SEALED AND DELIVERED
by counsel for the Towers Defendant
in the presence of:

Miley Dine
Witness

)
)
)
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)
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)
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)
)
)
Kirkland L. Hicks
Kirkland L. Hicks, Vice President,
General Counsel & Secretary

Schedule A

Teck Defendant's Agreement to Provide Information

The Teck Defendant will make reasonable efforts to provide to the Plaintiffs from records in the Teck Defendant's possession or control the following information in respect of Settlement Class Members to be identified by the Plaintiffs who did not become employees of Agrium Inc. in 1993:

- year of birth;
- years of service as of December 31, 1992;
- year of employment termination, if not still employed;
- cause of employment termination;
- annual salary in 1992, to be inferred from a 1992 pension adjustment file; and
- initial account value at December 31, 1992.

The Teck Defendant will make reasonable efforts to provide to the Plaintiffs from records in the Teck Defendants' possession or control the initial account values of Class Members to be identified by the Plaintiffs who became employees of Agrium Inc. in 1993.

Schedule A

Teck Defendant's Agreement to Provide Information

The Teck Defendant will make reasonable efforts to provide to the Plaintiffs from records in the Teck Defendant's possession or control the following information in respect of Settlement Class Members to be identified by the Plaintiffs who did not become employees of Agrium Inc. in 1993:

- year of birth;
- years of service as of December 31, 1992;
- year of employment termination, if not still employed;
- cause of employment termination;
- annual salary in 1992, to be inferred from a 1992 pension adjustment file; and
- initial account value at December 31, 1992.

The Teck Defendant will make reasonable efforts to provide to the Plaintiffs from records in the Teck Defendants' possession or control the initial account values of Class Members to be identified by the Plaintiffs who became employees of Agrium Inc. in 1993.

Schedule B

Future Discussions

Representatives of the Teck Defendant will meet with the Plaintiffs at a mutually convenient date after the Effective Date to hear their suggestions with respect to future discussions regarding Teck's defined contribution pension plan. Such a meeting does not constitute any commitment on the part of Teck to an ongoing process of consultation regarding the defined contribution pension plan.

This is Exhibit "B" referred to in the affidavit of J. Winstanley #1 sworn before me at Vancouver this 15 day of July 2015

[Signature]
A Commissioner for taking Affidavits for British Columbia

Schedule "C"
Notice of Certification

Dear Sirs/Mesdames:

Re: Notice of Certification
Weldon v. Teck Metals Ltd. et al, BCSC Action No. 095159

Why am I getting this letter?

This letter has been sent to you because you have been identified as a potential class member in a class action proceeding that has been certified in the Supreme Court of British Columbia. If you are a:

- (a) salaried, pension-eligible, non-union employee of Teck Metals Ltd., Teck Resources Limited, Cominco Resources International Limited, CESL Limited or Agrium, Inc., or
- (b) salaried, pension-eligible, non-union employee of Teck Metals Ltd., Teck Resources Limited, Cominco Resources International Limited, CESL Limited or Agrium, Inc., who terminated employment, by retirement or otherwise, in such a manner that you would have been entitled to pension benefits if you had remained a member of the defined benefit pension plan,

who elected to move from the defined benefit pension plan to the defined contribution pension plan effective on or about January 1, 1993, you are a class member. You are also a class member if you are the personal representative of a deceased class member.

The Certification Order

Mr. Justice Smith certified the action in *Weldon v. Teck Metals Ltd. et al* (the "Class Action") as a class proceeding and appointed James Weldon and Leonard Bleier as the representative plaintiffs for the class.

The Defendants include Teck Metals Ltd., and Towers Perrin.

What is this case about?

The Notice of Civil Claim filed by James Weldon and Leonard Bleier, the representative plaintiffs, alleges that the defendants breached their duty of good faith, fiduciary and statutory duties, and were deceitful and negligent in their conduct prior to each class member's election to transfer from the defined benefit pension plan to the defined contribution pension plan.

Damages and other forms of relief are claimed on behalf of each class member. The damages claimed are in the amount of the difference between the value of a class member's pension

benefits under the defined contribution plan, and the value of their pension benefits had they remained in the defined benefit plan.

What happens next?

Now that the case has been certified as a class proceeding, the class members will have to prove their claims at a common issues trial. The common issues trial will determine all issues that are common to all class members.

After the common issues trial, if the class members are successful on the common issues, individual issues unique to each class member will have to be proven. Individual issues include issues like the postponement of the limitation period applicable to each class member's claims, and the calculation of the amount of damages for each class member.

Class counsel are prepared to represent class members on the resolution of individual issues under the existing fee agreement.

What to do if I live in B.C.?

If you are a British Columbia resident and you wish to participate in the Class Action, please contact class counsel at: Camp Fiorante Matthews Mogerman, 400 – 856 Homer Street, Vancouver, B.C., V6B 2W5, Tel: 604-689-7555, and inform them that you have received this letter and you would like to participate.

If you are a British Columbia resident and you do not wish to participate in the Class Action you must take action to exclude yourself by opting out.

If you do not opt out of the Class Action you will be automatically included in the Class Action and bound by the terms of any judgment or settlement in the Class Action whether favourable or not. You will be entitled to share in the amount of any award or settlement recovered in the class action.

If you wish to opt out of the Class Action you must do so on or before _____ by sending a written election signed by you stating that you are opting out of the Class Action to: Camp Fiorante Matthews Mogerman, 400 – 856 Homer Street, Vancouver, B.C., V6B 2W5.

No class member will be permitted to opt out of the Class Action after _____.

What to do if I live in outside BC?

If you do not live in British Columbia and want to participate in the lawsuit, you must take action to include yourself by sending a written election signed by the class member stating that you wish to opt in to the Class Action to: Camp Fiorante Matthews Mogerman, 400 – 856 Homer Street, Vancouver, B.C., V6B 2W5.

No class member will be permitted to opt in to the Class Action after _____.

If you do not include yourself by the deadline it means that you can bring your own lawsuit and will not be bound by the result in this lawsuit. It also means that you cannot collect any money that might ultimately be paid to class members as a result of this lawsuit.

Legal Fees and Disbursements

Counsel have entered into an agreement with the representative plaintiff with respect to legal fees and disbursements. The agreement provides that counsel will not receive payment for their work unless the class action is successful or costs are received from the defendants. The agreement must be approved by the court to be effective.

Members of the class will not be personally liable to pay class counsel any legal fees or disbursements.

Additional Information

Any questions about the matters in this notice should NOT be directed to the court because its administrative structure is not designed to address this type of inquiry. The certification order and other information may be obtained by visiting class counsel's website at www.cfmlawyers.ca.

Questions for counsel should be directed by email, fax, or telephone to:

Natalie Fulton
Camp Fiorante Matthews Mogerman
Tel: 604-689-7555
Fax: 604-689-7554
Email: nfulton@cfmlawyers.ca

Yours truly,

Camp Fiorante Matthews Mogerman

SCHEDULE "A"

[Date]

Reply to: **DAVID BLAIR**
telephone: 604.602.7980
e-mail: dblair@vslo.ca

Delivery

Address

Attention:

Dear Sirs/Mesdames:

This is Exhibit "C" referred to in the
affidavit of J. Winstanley #1
sworn before me at Vancouver
this 5 day of July 2015
[Signature]
A Commissioner for taking Affidavits
for British Columbia

**Re: Weldon v. Teck Metals Ltd and Towers Perrin, BC Supreme Court File No:
S1095159
Notice to Class Members regarding resolution of Common Issues #1 and #2**

The firm of Camp Fiorante Matthews Mogerman, together with Victory Square Law Office are class counsel in the above-noted action. This Notice is to inform you that the first two common issues in this class proceeding have been ruled on by the BC Supreme Court and the Court of Appeal.

What do the decisions mean?

In summary, the courts held that the limitation period applicable to the plaintiffs' claims began to run on January 1, 1993. This means that, unless the law allows an extension of time ("postponement"), the period during which a potential plaintiff could file a lawsuit would have expired on January 1, 1999. If postponement applies, the limitation period only begins to run when the plaintiff can reasonably be expected to know that he or she has a potential claim.

The court held that the plaintiffs' claims for negligent misrepresentation and breach of the duty of good faith are not subject to postponement, therefore the limitation period for these claims has expired. The remaining claims were found to be subject to postponement, according to the circumstances of the individual members of the class, or with respect to the claim for breach of fiduciary duty, potentially subject to postponement, depending on further legal argument at trial.

This means that the Class Members' remaining claims are now going to trial. At this common issues trial the court will determine the remaining common issues including what remedies are potentially available. The trial is scheduled for September 22, 2014 to October 24, 2014.

Summary of the Decisions

Common Issue #1

Did the right to bring this action commence on January 1, 1993, on the date of each Class Member's retirement, or some other date?

With regard to common issue number one, Justice Nathan Smith of the BC Supreme Court held that the right to bring this action arose on January 1, 1993. This decision was upheld on appeal.

The decision on common issue number one means that the right to bring this action arose on January 1, 1993. This means that any Class Member could have brought a claim against the defendants starting on January 1, 1993. It also means that the limitation period for all claims began to run on January 1, 1993.

Common Issue #2

To what extent, if at all, do the Plaintiffs' claims giving rise to common issues as set out in common issues 3(a) to 5(i) fall under section 6(3) of the Limitation Act, RSBC 1996, c.266, such that the limitation period applicable to the claims is subject to postponement pursuant to section 6(4) of the Act?

The court's decision on common issue number two addresses whether the limitation period applicable to the claims, which is six years, is subject to postponement. Postponement refers to the ability of a Class Member to recognize that he or she has a cause of action and could bring a claim. The court concluded that a number of the claims are subject to postponement. The plaintiffs will continue to pursue those claims on behalf of the Class Members. If the claims succeed, Class Members would have to address the question of postponement individually.

The claims that are not subject to postponement are negligent misrepresentation, and breach of the duty of good faith. The limitation period for those claims has expired, and since postponement is not applicable, the plaintiffs will not be able to continue to pursue them.

Where can I get more information?

The following documents are available on our website at [LINK]¹:

- Order of the BC Supreme Court
- Order of the BC Court of Appeal

¹ This hyperlink will be completed before the letter is sent out.

- Reasons for Judgment of the BC Supreme Court
- Reasons for Judgment of the BC Court of Appeal
- Second Amended Notice of Civil Claim
- Second Amended Common Issues

If you have any questions about this Notice please contact Laura Sworn at Victory Square Law Office. You can contact her as follows:

- by mail: 500 - 128 West Pender Street, Vancouver BC V6B 1R8.
- by email: lsworn@vslo.ca
- by telephone: 604-602-7987

Yours truly,

Camp Fiorante Matthews Mogerman
Per:

Reidar M. Mogerman

RMM/DB

Enclosure

Yours truly,

Victory Square Law Office, LLP
Per:

David Blair

SCHEDULE "A"

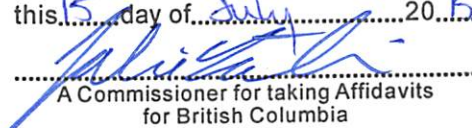
NOVEMBER ♦, 2014

VIA MAIL OR EMAIL

♦

Attention: ♦

Dear ♦:

This is Exhibit "D" referred to in the affidavit of J. Winstanley #1 sworn before me at Vancouver this 15 day of July, 2015.

A Commissioner for taking Affidavits for British Columbia

Re: Class action lawsuit regarding the 1992 conversion from a defined benefits pension plan to a defined contribution pension plan for employees at Cominco/Teck/Agrium Weldon v. Teck Metals Ltd., Vancouver Registry, SCBC Action No. S-095159

Camp Fiorante Matthews Mogerman along with Victory Square Law Office are class counsel in this class action and you are getting this notice/letter because you are a member of the class. Please read this notice/letter carefully as it affects your rights. Mr. Justice Smith of the BC Supreme Court supervises this class action and has reviewed and approved this notice/letter.

We are writing to update you and ask for information.

Update #1: Settlement of Lawsuit

We have reached an agreement to settle the class-action lawsuit with Cominco/Teck and Towers who have agreed to pay \$4 million to the class members for their losses, plus up to an additional \$300,000 to cover the expenses incurred on behalf of the class members in the course of the litigation.

To become effective, the BC Supreme Court must approve the settlement. You will be getting another notice/letter informing you of the date of the court hearing to approve the settlement and explaining your rights to object to the settlement.

Class counsel will be seeking fees and expenses along with administration costs to be deducted from the settlement funds. The BC Supreme Court must also approve the payment of these fees, expenses and costs. You will be getting another notice/letter informing you of the date of the court hearing to approve the payment of these fees, expenses and costs and explaining your rights to object to the payment of these fees, expenses and costs.

Information Needed from You

If you want to file a claim to receive funds from the settlement, you must fill out the attached form identifying yourself as a settlement class member. If you are the personal representative of a deceased class member and wish to file a claim to receive funds from the settlement, you must identify the estate of the deceased class member as indicated on the attached form. **You must send the completed form to us by mail, e-mail or fax no later than January 31, 2015. Failure to do so will disentitle you to any further notice and any participation in the distribution of settlement monies.**

Update #2: How the Settlement Funds Will be Divided Among Class Members

26

Class counsel are working on a plan to distribute the settlement funds amongst the class members. To determine the portion of the settlement funds to be allocated to each settlement class member, Cominco/Teck and Agrium have agreed to make reasonable efforts to provide us with the following information:

- year of birth;
- years of service as of December 31, 1992;
- year of employment termination, if not still employed;
- cause of employment termination;
- annual salary in 1992, to be inferred from a 1992 pension adjustment file; and
- initial account value at December 31, 1992.

Cominco/Teck will also provide the initial account values of class members who became employees of Agrium in 1993, if they are able to determine that from their records. If we do not obtain all of the necessary information pertaining to each settlement class member, we will contact each of those settlement class members further to address this matter.

To become effective, the distribution plan must also be approved by the BC Supreme Court. Once we have designed the distribution plan, you will be getting a copy of the distribution plan and another notice/letter informing you of the date of the court hearing to approve the distribution plan and explaining your rights to object to the distribution plan.

If approved by the BC Supreme Court, the distribution plan will indicate the allocation for each settlement class member and will spell out the right of each individual class member to object to their proposed allocation by following the appeal procedure described in the distribution plan.

Reminder: Please Send Us Information If You Want Settlement Funds

As noted above, if you want to share in the settlement funds you must identify yourself to us by completing the enclosed form and sending it to us by mail, e-mail or fax no later than January 31, 2015. Failure to do so will disentitle you to any further notice and any participation in the distribution of settlement monies.

Camp Fiorante Matthews Mogerman
400-856 Homer Street
Vancouver, BC V6B 2W5
Attention: Julie Facchin
email: jfacchin@cfmlawyers.ca
facsimile: 604-689-7554

Victory Square Law Office LLP
#500-128 West Pender Street
Vancouver, BC V6B 1R8
Attention: Diane Irvine
email: dirvine@vslo.bc.ca
facsimile: 604-684-8427

Page 3 of 3

We will be pleased to answer any questions or address any concerns you have. Please contact Julie Facchin at 1-800-689-2322 or jfacchin@cfmlawyers.ca or Diane Irvine at 604-602-7987 or dirvine@vslo.bc.ca.

Yours truly,

Camp Fiorante Matthews Mogerman

J.J. Camp, Q.C.

JJC

Cominco/Teck/Agrium Pension Plan Conversion Class Action

Please read through the form below carefully before you fill it out. Fill out only the sections that apply to you as a current employee, former employee, or personal representative of a deceased employee. If you have any questions, please contact Natalie at 1-800-689-2322 or nfulton@cfmlawyers.ca.

I have read the letter to class members dated November ♦, 2014 for the class action that relates to the 1992 conversion from a defined benefit pension plan to a defined contribution pension plan for employees at Cominco/Teck/Agrium.

For all current employees:

I confirm that I am a current salaried, pension-eligible, non-union employee of Cominco/Teck/Agrium and I elected to move from the defined benefit pension plan to the defined contribution pension plan effective on or about January 1, 1993.

For all current and former employees:

I confirm that I am a former salaried, pension-eligible, non-union employee of Cominco/Teck/Agrium and I elected to move from the defined benefit pension plan to the defined contribution pension plan effective on or about January 1, 1993.

For the personal representatives of deceased class members:

I confirm that I am the personal representative for _____, deceased, a former salaried, pension-eligible, non-union employee of Cominco/Teck/Agrium and that _____, deceased, elected to move from the defined benefit pension plan to the defined contribution pension plan effective on or about January 1, 1993.

FORM CONTINUES ON NEXT PAGE – PLEASE TURN OVER

I also confirm that *[please check the appropriate box]*:

- ☐ For living class members: I want to share in the settlement funds.
- ☐ For deceased class members and their personal representatives: On behalf of the estate of _____ *[please fill in name]*, deceased, I want the estate to share in the settlement funds.

Signature:

Your name (please print):

Date (dd/mmm/yyyy):

Postal address

E-Mail address

Telephone numbers

(home)

(cell)

Send this form by mail, fax, email or courier so that it received within 30 days of November?, 2014 to:

Mail or Courier: Camp Fiorante Matthews Mogerman
400-856 Homer Street
Vancouver, BC V6B 2W5
Attn: Natalie Fulton

Fax: (604) 689-7554

Email: nfulton@cfmlawyers.ca

If you have any questions or concerns please call Natalie Fulton at 604-331-9525 or 1-800-689-2322 or e-mail Natalie Fulton at nfulton@cfmlawyers.ca

Diane Irvine

From: Diane Irvine
Sent: December-22-14 5:39 PM
To: Diane Irvine (dirvine@vslo.bc.ca)
Subject: Important class action update - Weldon v. Teck Metals Ltd. et al.

Sirs / Mesdames:

You may be aware that a class action was launched on behalf of former and current salaried, pension-eligible, non-union employees of Teck Metals Ltd., Teck Resources Limited, Cominco Resources International Limited, CESL Limited or Agrium Inc., in respect of the conversion of your pension plan from a Defined Benefit plan to a Defined Contribution Plan.

You are receiving this email because recently, a settlement has been reached in this matter. Victory Square Law Office is assisting co-counsel (the firm of Camp Fiorante Matthews Mogerman) to implement the settlement. A notice describing the settlement has been mailed to all class members for whom we had current mailing addresses. However, we are also sending the notice by email to those class members for whom we have email addresses in order to increase the chances that the settlement comes to your attention. You may have already received a notice by mail. If so, we apologize for sending you duplicate information.

As described in the notice, if you are a BC resident you may participate in the settlement. It was not ever necessary for you to take action to opt into the class. However, if you are not a BC resident you may participate in the settlement only if you earlier took action to opt into the class. If you are eligible and wish to participate in the settlement class, you must complete a form indicating your intention to do so and ensure it is delivered to Camp Fiorante Matthews Mogerman no later than January 31, 2015. The notice to class members and the accompanying form can be found on the websites of both firms:

VSLO: <http://www.vslo.ca/services/class-actions/teckcominco-pension-plan-conversion/>
 CFMM: <http://www.cfmlawyers.ca/active-litigation/teckcominco-pension-plan-conversion/>

If you have questions, please reply to this email or call me at 604-602-7987.

Regards,

Diane Irvine

.....
 Victory Square Law Office LLP
 per: Diane Irvine, Lawyer

Direct Phone: (604)602-7987
 Office Phone: (604)684-8421 Office Fax: (604)684-8427
 Email: dirvine@vslo.bc.ca Website: www.vslo.ca
 Mail: 500 – 128 W. Pender St., Vancouver BC, V6B 1R 8

For information re VSLO's e-mail transmission policy, see:
<http://vslo.ca/email-policy>

This is Exhibit "E" referred to in the
 affidavit of J. Winstanley #1
 sworn before me at Vancouver
 this 15 day of July 2015

 A Commissioner for taking Affidavits
 for British Columbia



SCHEDULE 1

31

400-856 Homer Street
Vancouver, BC
Canada V6B 2W5

Office: 604-689-7555
Fax: 604-689-7554
cfmlawyers.ca

J.J. Camp, Q.C.
Direct Line: 604-331-9520
Email: jjcamp@cfmlawyers.ca
File Ref: 09018-001

PRIVILEGED & CONFIDENTIAL PERSONAL & CONFIDENTIAL

June 16, 2015

VIA MAIL/EMAIL

[Class member name]
[Address line 1]
[Address line 2]

This is Exhibit "F" referred to in the
affidavit of J. Winstanley #1
sworn before me at Vancouver
this 15 day of July 2015
[Signature]
A Commissioner for taking Affidavits
for British Columbia

Dear [class member name]:

Re: Class action lawsuit regarding the 1992 conversion from a defined benefits pension plan to a defined contribution pension plan for employees at Teck Metals (formerly Cominco)/Agrium, *Weldon v. Teck Metals Ltd.*, Vancouver Registry, SCBC Action No. S-095159

As you may recall, Camp Fiorante Matthews Mogerma (or "CFM") and Victory Square Law Office are class counsel in this class action. You are getting this letter because you submitted a claim form.

Although this letter is long, it is very important. Please read this letter carefully as it affects your rights. Mr. Justice Smith of the BC Supreme Court supervises this class action and has reviewed and approved this letter for delivery to class members.

This lawsuit was started in 2009. There were a total of approximately 700 people affected by the conversion, who were possible claimants. Of those, 426 people sent in claim forms.

On July 24, 2015, we will be asking the Court to do the following.

1. Approve the settlement agreement with Teck Metals (formerly Cominco) and Towers.
2. Approve the plan to distribute settlement funds to claimants.
3. Approve class counsel's fees and expenses.
4. Approve a payment to the representative plaintiffs.

5. Appoint an administrator for the plan to distribute settlement funds and approve the administrator's fee.

More information about each of these items is available below. Further information is on FAQ pages on our websites at www.cfmlawyers.ca/teck or www.vslo.ca/teck.

We understand that you may have questions and concerns. We will be holding a live "town hall" meeting by webcast. It will also be recorded so that you can watch or re-watch the webcast at any time. More information on the webcast "town hall" meeting, and on your rights at the Court hearing, is at the end of this letter.

Item #1: What are the terms of the Settlement Agreement

We have reached an agreement to settle the class-action lawsuit with Teck Metals (formerly Cominco) and Towers. They have agreed to pay \$4 million to the class members in settlement of this matter, plus up to an additional \$300,000 to cover the expenses incurred on behalf of the class members in the course of the litigation. The settlement agreement is not an admission of any wrongdoing on the part of Teck Metals or Towers.

The settlement amount reflects the risks that the class faced if we had gone to trial. Those risks include:

- the defendants could prove that they did not do anything wrong ("liability risk");
- people would have joined the DC plan regardless of the information that the defendants disclosed in 1993 at the time of the election ("reliance risk");
- too much time passed between the date of the election (1993) and the date on which the lawsuit was commenced ("limitation period risk"); and
- even if the class won at trial, the defendants would appeal and it would take many more years to resolve this lawsuit ("appeal risk").

To become effective, the BC Supreme Court must approve the settlement. The date of the court hearing is July 24, 2015. More information about the Court hearing and the "town hall" meeting is at the end of this letter, along with information about how you can ask questions or express concerns.

Item #2: How will the Settlement Funds be Shared?

Class counsel has prepared a plan to distribute settlement funds among the class members. The basic principle behind the plan to distribute settlement funds is that each class member should get a share that is based on:

- (a) the difference between:

- (i) the value of the defined benefits (as estimated by class counsel and the actuary experts) the class member would have if they had stayed in the defined benefit pension plan, as of the date that their employment ended (or on September 30, 2014 for class members who were still employed on that date)

and

- (ii) the projected balance in their defined contribution pension plan accounts on the same date, as estimated by class counsel;

- (b) class counsel's assessment of how the risks set out above impact various class members differently;

and

- (c) the necessary pro-rating of the amount of the settlement available for distribution as a proportion of the total estimated losses of class members.

Some class members did not suffer any loss at all. For example, the projected balances in their defined contribution pension plan accounts (item (ii) above) is higher than the value of the defined benefits they would have if they had stayed in the defined benefit pension plan (item (i) above). As a result, these class members do not have any damages under the law. These class members will not receive any settlement funds. You are in this category if we have estimated below that you will receive \$0.

There are other class members who did suffer a loss, but a very small one. A class member whose share calculated as set out above is less than \$500 has had their payment increased to \$500.

Each class member's share was calculated by class counsel and their actuary experts using information provided by Teck Metals and/or Agrium, as well as some information received directly from a few class members when Teck Metals or Agrium did not have the information. The information that we have about you is as follows:

Date of Birth	◆
Current status	◆
Effective date if retired, terminated, or deceased	◆
Earnings in 1992	◆
Years of service as at December 31, 1992	◆
Initial Account Value (as of January 1, 1993 - date of conversion to DC)	◆

If any of this information is incorrect, please let us know.

The plan to distribute settlement funds must be approved by the Court to be final. However, we can estimate each class member's share. These estimates assume that the Court approves everything proposed in this letter. Based on the information set out above, we estimate that you will receive \$♦.

The Court has provisionally allowed 22 class members who submitted their forms late to share in the settlement funds. They all have good excuses for submitting their forms late. Allowing the "latecomers" to share has a very small impact on the amount that each claimant who submitted their form on time will receive (less than 3%) (and is taken into account in the above estimate of the amount you will receive). For these reasons, class counsel consider it to be fair to allow the late class members to have a share.

To become effective, the distribution plan must also be approved by the Court. The date of the court hearing is July 24, 2015. More information about the Court hearing and "town hall" meeting is at the end of this letter, along with information about how you can ask questions or express concerns.

Item #3: How Much Will Class Counsel Be Paid?

Class counsel are paid a percentage of the settlement funds as our fee, and are reimbursed for the expenses we have paid while this lawsuit was ongoing. The Court must approve both.

Class counsel will be asking for a fee of 1/3 of the settlement amount, or \$1,333,333.33, plus expenses and the taxes that we must charge. This will be shared between the law firms that have worked on this case. If class counsel had been charging the class by the hour, as most lawyers do, our fees could be higher.

Class counsel will also be asking for a fee to act as the claims administrator. This fee is separate and additional to the \$1,333,333.33. More information about this fee is below under Item #5.

The date of the court hearing is July 24, 2015. More information about the Court hearing and "town hall" meeting is at the end of this letter, along with information about how you can ask questions or express concerns.

Item #4: Payment to the Representative Plaintiffs

The two representative plaintiffs, James Weldon and Leonard Bleier, have worked very hard on your behalf in this lawsuit. They have put in many days organizing this lawsuit, talking with us, meeting with the defendants, answering your questions, and otherwise working on the litigation. As a result we plan to ask the Court to award them \$10,000 each in addition to their share of the settlement funds. The Court will decide whether to give them this amount, some other amount, or nothing at all.

The date of the court hearing is July 24, 2015. More information about the Court hearing and "town hall" meeting is at the end of this letter, along with information about how you can ask questions or express concerns.

Item #5: Appointing the Administrator

CFM will act as the administrator on this lawsuit. This means that CFM will answer your questions about the plan to distribute settlement funds, write hundreds of cheques and accompanying letters, deal with accounting and tax issues, report to the Court, communicate with you, and do other related tasks.

CFM is asking the Court for a fee of \$250,000 (plus taxes and expenses) to carry out these tasks. This is in addition to the fee described above. It will also be paid out of the settlement funds

CFM asked an outside administrator for a price to do this work. The price was higher than \$250,000. Class counsel therefore decided to do it ourselves. In our experience, if we billed at our usual hourly rates it would cost us more than \$250,000 to properly administer the claims process.

The date of the court hearing is July 24, 2015. More information about the Court hearing and "town hall" meeting is at the end of this letter, along with information about how you can ask questions or express concerns.

#6: What if I have Questions or Concerns with the Settlement Agreement, the Plan to Distribute Settlement Funds, or Anything Else in this Letter?

As noted above, there will be a court hearing on July 24, 2015. However, you have other options as well.

There are FAQ pages on our websites at www.cfmlawyers.ca/teck and www.vslo.ca/teck with answers to common questions.

If you would like a copy of the settlement agreement or the plan to distribute settlement funds, you can download them from our websites, www.cfmlawyers.ca/teck or www.vslo.ca/teck.

You should not contact Teck Metals (formerly Cominco), Agrium or Towers with questions about the settlement, the distribution, or any other matter covered in this letter.

"Town Hall" Meeting

We will be holding a town hall meeting on Wednesday, June 24, 2015 at 6:30 PM Pacific Time by webcast to explain the settlement agreement, the plan to distribute settlement funds, and the other matters in this letter. We will also answer your questions.

We are doing this meeting by webcast to allow everyone who wants to, to attend, no matter where they live.

If you wish to view and listen to the webcast, contact Jacinta at Victory Square Law Office by email at jwellwood@vslo.bc.ca or by phone at 1-877-684-8421 for instructions on how to access the webcast. The instructions on accessing the webcast will include information about what to do if you have problems accessing it.

If you cannot attend online you may listen to the audio portion by telephone.

The "town hall" meeting will also be recorded so that you may view it online, later, at your convenience. Please email jwellwood@vslo.bc.ca if you want to view the recording after the meeting.

If you have questions in advance, please email them to jwellwood@vslo.bc.ca or Kimberly Hill of CFM at khill@cfmlawyers.ca.

Contact Class Counsel

We expect that many of you will have the same questions, so we encourage you to participate in the "town hall" meeting. There is also an FAQ page at www.cfmlawyers.ca/teck and www.vslo.ca/teck with answers to many common questions. If you are not able to do so, or if you have other questions, you can contact us.

Please email or call Kimberly Hill of my office at khill@cfmlawyers.ca or 1-800-689-2322. Kimberly will be able to answer many of your questions. If she cannot answer a question, she will make sure someone contacts you.

Court Hearing

The Court hearing to deal with all the matters in this letter will be held on July 24, 2015, starting at 10:00 a.m., in the Vancouver Courthouse at 800 Smithe Street. You are welcome to come but you are not required to come. If you come, you may be allowed to speak to the Court.

Objections

If you have concerns with any of the matters in this letter, you have the right to object at the Court hearing. If you plan to object, please send your objection in writing to Class Counsel by July 17, 2015 at the address below. Class Counsel will provide any objections to the Court.

Camp Fiorante Matthews Mogerman
400-856 Homer Street
Vancouver, BC V6B 2W5
Attention: Kimberly Hill
email: khill@cfmlawyers.ca
facsimile: 604-689-7554

Victory Square Law Office LLP
#500-128 West Pender Street
Vancouver, BC V6B 1R8
Attention: Diane Irvine
email: dirvine@vslo.bc.ca
facsimile: 604-684-8427

You can also come to the Court hearing, as set out above. You are not required to come to the Court hearing to object.

Appealing Share of Settlement Funds

You also have the right to appeal or challenge your estimated share of the settlement funds if the information we have about you is incorrect. You will have 30 days after the Court approves the distribution plan to do so.

If any of the information set out above under item #2 is incorrect, please email or call Kimberly Hill of CFM at khill@cfmlawyers.ca or 1-800-689-2322. Kimberly will explain what you need to do to correct the information.

Yours truly,

Camp Fiorante Matthews Mogerman

A handwritten signature in black ink, appearing to read 'J.J. Camp', with a stylized flourish at the end.

J.J. Camp, Q.C.

JJC

Late Opt Ins

Member FirstName	Member LastName	Attn: FirstName	Attn: LastName	Street	City	Province	PC	Country	Email	Exec/POA	Status (L/D)	Form (Y/N)	From S-T: O/S BC
Colin	Blyth	Colin	Blyth	5 Gore Street Suite 1001	Kingston	ON	K7L 0A1	Canada			L	Y	S-T: O/S BC
Kim	Esselmont	Kim	Esselmont	Box 1015	Marathon	ON	P0T 2E0	Canada	arvdb@shaw.ca		L	Y	S-T: O/S BC
Reavley	Howard L.	Kathleen	Horn	402-2520 Palliser Drive SW	Calgary	AB	T2V 4S9	Canada	PD123Jones@Gmail. com	YES	D	Y	S-T: O/S BC
Peter R.	Jones	Peter R.	Jones	1031 Friars Court	Oakville	ON	L6M5C6	Canada			L	Y	S-T: O/S BC
Bret Stanldy	Larson	Bret Stanldy	Larson	7958 91 Ave NW	Edmonton	AB	T6C 1R1	Canada			L	Y	S-T: O/S BC
Louise	Lucrezi	Louise	Lucrezi	91 Aspen Stone Way SE	Calgary	AB	T3H 0M2	Canada			L	Y	S-T: O/S BC
Dale W.	Massie	Dale W.	Massie	77749 Cove Pointe Cir	Indian Wells	CA	92210	United States			L	Y	S-T: O/S BC
Richard Brent	McAllister	Richard Brent	McAllister	PO Box 481, 518 Broadwood Ave	New Liskeard	ON	P0J 1P0	Canada	brent.mcallister@live ca		L	Y	S-T: O/S BC
Ian J.	McMullan	Ian J.	McMullan	103 Sunset Park	Cochrane	AB	TAC 0N5	Canada	i j mcmullan@hotmail ail.com		L	Y	S-T: O/S BC
Rae R.	Melmoth	Rae R.	Melmoth	3238-23 St.	Edmonton	AB	T6T 2A9	Canada	rmelmoth@yahoo.co m		L	Y	S-T: O/S BC
Robert V.	Proudfoot	Robert V.	Proudfoot	27 Bridlewood Road SW	Calgary	AB	T2Y 3P9	Canada			L	Y	S-T: O/S BC
Alvin Jerry	Pyra		Pyra	159 Regal Close	Sherwood Park	AB	T8A 5X9	Canada			L	Y	S-T: O/S BC
Peter Alan	Weems	Peter Alan	Weems	16 College Lane	Weymouth	Dorset	DT4 7LP	United Kingdom			L	Y	S-T: O/S BC

Late Form Claimants

Attn: FirstName	Attn: LastName	Street	City	Prov	PC	Country
Brian Walter	Aris	Box 172	Langdon	AB	T0J 1X0	
Daniel A.	Boateng	Box 456	Montrose	BC	V0G 1P0	
Dorothy	Bower	5-1434 Everall Street	White Rock	BC	V4B 3S8	
Miles D.	Dean	PO Box 226	Christina Lake	BC	V0H 1E0	
Peter T.	Fulcher	#13- 801 20th St. N.E.	Salmon Arm	BC		
Donald P.	McCarthy	2529 Bridlehill Ct	West Kelowna	BC	V4T 2W2	
Robert	Schmidt	2690 Ordul Rd	Kamloop	BC	V2B 0A8	
Genevieve	Von Wieser	#1339- 9999 W. Katie Avenue	Las Vegas	NV	89147	USA
Allan	Wood	#438-100 2 Avenue S	Lethbridge	AB	T1J 0B5	

SCHEDULE 3

This is Exhibit G "referred to in the
 affidavit of J. Winstanley #1
 sworn before me at Vancouver
 this 15 day of July, 2015
[Signature]
 A Commissioner for taking Affidavits
 for British Columbia

COMINCO CLASS ACTION FAQs

General Questions About the Lawsuit

1. What is this lawsuit about?

This lawsuit is about a pension conversion that Cominco (now Teck Metals) did for certain employees in 1992/1993. Some employees converted their pension plan from a defined benefit plan to a defined contribution plan. The lawsuit claims that Teck Metals/Cominco and Towers (the actuaries hired to help Cominco/Teck Metals) used false statements to encourage people to convert their pension, and that as a result people lost money.

2. What is a defined benefit (DB) pension plan?

A defined benefit pension plan (or a DB plan) is a pension that guarantees a certain amount of money each year when you retire.

3. What is a defined contribution (DC) pension plan?

A defined contribution pension plan (or a DC plan) is like a retirement savings plan where the employer contributes to your savings.

4. When did the conversion happen?

Cominco/Teck Metals started talking to class members about converting in 1992. The actual conversion happened on January 1, 1993.

5. Why is this lawsuit a class action?

This lawsuit is a class action because that way the claims of many people can be resolved together in an efficient way.

In a class action, "representative plaintiffs" or "class representatives" sue on behalf of all "class members" or the "class". In this class action, it was alleged that all class members converted the pension plans and lost money as a result. This group is the "class" and is composed of "class members".

Jim Weldon and Len Bleier are the "representative plaintiffs." This means they represent all class members and run the lawsuit on their behalf. See FAQs #40&41 for more information.

A class action allows the courts to resolve the issues for all class members affected, except for those who choose to exclude themselves (opt out) from the class.

6. How do I know if I am included in the class?

If you live in BC, you are a class member if you are:

- (a) a salaried, pension-eligible, non-union employee of Teck Metals Ltd., Teck Resources Limited, Cominco Resources International Limited, CESL Limited or Agrium Inc.,

or

- (b) a former salaried, pension-eligible, non-union employee of Teck Metals Ltd., Teck Resources Limited, Cominco Resources International Limited, CESL Limited or Agrium Inc., who terminated employment, by retirement or otherwise, in such a manner that you would have been entitled to defined pension benefits if you had remained a member of the defined benefit pension plan,

AND you converted from the defined benefit pension plan to the defined contribution pension plan.

If you live outside of BC and fall into category (a) or (b) above and you converted from the DB to the DC plan, you are a class member if you previously "opted in" or told class counsel that you want to participate.

Personal representatives of deceased people who would have fallen under (a) or (b) above are also class members.

Questions about the Settlement Agreement

7. How did you calculate the settlement amount?

We did not calculate the settlement amount. It is the result of negotiation. Negotiation is more of an art than a science, and settling is about trading risk for certainty.

If we had gone to trial, we might have obtained more money. But we might also have obtained less, or nothing at all. That is the “risk” of going to trial. In addition, going to trial is expensive in both lawyers’ time and in money (expert fees and other out of pocket expenses).

A settlement is much more certain – the amount is set. We lose the opportunity to get more, but we also no longer have the possibility of getting less or nothing at all.

We start out by calculating what we think we would win after trial if we won absolutely every argument. This is our best case scenario.

Then we think about how likely we are to get that amount, and what amounts are more likely.

Then we negotiate back and forth with the defendants.

In the end, we try to get to a number that is within the range of reasonable outcomes at trial. That is where we consider this settlement amount to be.

8. Why did you agree to this settlement?

As Class Counsel, we do not agree to a settlement – but we do recommend that clients agree to a settlement if we think it is a good idea.

As described in the answer to FAQ#7, the settlement amount is not “calculated” in the sense that most people would understand.

We recommended this settlement because:

- the settlement amount of \$4M (plus up to \$300,000 to cover the expenses incurred on behalf of the class members in the course of the litigation) is within the range of reasonable outcomes at trial;
- there were lots of risks if we had gone to trial (see FAQs #10-14), which means that while we might have gotten more after a trial, we might also have gotten much less or nothing at all; and
- there is a benefit in getting the money sooner (now) instead of having to wait for the end of a trial and possible appeals (see FAQ#13).

9. Why did the representative plaintiffs agree to this settlement?

The representative plaintiffs met with class counsel to hear why we recommended the settlement. Then they also met with a retired judge, who was completely independent, and discussed the settlement with him without Class Counsel present.

In the end, the representative plaintiffs agreed with class counsel that this settlement was a good idea because there were many risks at trial (see FAQs #10-14), and there is a benefit to getting the money sooner (see FAQ#13).

10. What is reliance risk?

Reliance risk has to do with whether a claimant made the decision to convert from the DB to the DC plan because they relied on what Teck Metals/Cominco and Towers told them.

One of the plaintiffs' main arguments in this case was Teck Metals/Cominco and Towers made some misleading statements in encouraging people to convert to the DC plan. These statements are called "misrepresentations".

The plaintiffs also argued that if Teck Metals/Cominco and Towers had not made these misrepresentations, fewer people would have converted their pensions. This is called "reliance" – each class member must have relied on the misrepresentations to be entitled to any money for their losses.

The law also requires people to act reasonably. In the context of misrepresentations, it has to be reasonable for a person to have relied on the misrepresentations.

If this lawsuit had gone to trial, each class member would have had to prove that they relied on the misrepresentations. This also means that each class member would have had to prove that (acting reasonably) they would not have converted their pensions if there had been no misrepresentations. This is the reliance risk – the risk that class members would not be able to prove that they relied on the misrepresentations.

Class Counsel concluded that it would have been easier for some class members to prove this than others. For instance, for a class member who was young in 1992, it was reasonable to decide to convert. That is because a young class member is more likely to change careers or employers before retiring, and there are benefits to being in a DC plan if you expect to change careers or employers. This will make it harder for young class members to prove that they reasonably relied on the misrepresentations.

In contrast, for a class member who was nearing retirement in 1992, converting was much less reasonable. It would have been easier for older class members to prove that they relied on the misrepresentations.

11. What is limitation risk?

Limitation risk is about how long it took to start this lawsuit after the conversion.

In law, you have only a specific number of years after something happens to start a lawsuit about it. This is called a “limitation period”. If you wait too long, your lawsuit is thrown out and you lose completely.

If we had gone to trial in this case, there was a serious risk that the court would decide that we had missed our limitation period. If so, we would have lost the case entirely. That is the “limitation risk”.

12. What is litigation risk?

There are always risks involved in bringing lawsuits – this is called “litigation risk”. In this case, the main risk was that the defendants might be able to prove at trial that they did nothing wrong.

13. What is appeals risk?

Even after a trial, the lawsuit may not be over. The losing side can appeal the decision. This is the “appeals risk”.

If one side appeals the decision it can take years to resolve the lawsuit.

14. Why do these risks affect different people differently?

The limitation risk, litigation risk, and appeals risk all apply to all class members in the same way.

However, reliance risk applies differently to some class members than to others (see FAQ#10).

Class Counsel think it would have been easier for class members approaching retirement to prove that they reasonably relied on misrepresentations. In contrast, it would be harder for young class members to do so.

15. Does this mean that Teck Metals/Cominco and Towers admitted that they did something wrong?

No. In a settlement, the defendants always never admit that they did anything wrong. In this lawsuit Teck Metals/Cominco and Towers specifically say that they do not admit they did anything wrong.

16. I do not agree with the settlement agreement. What do I do?

First, please contact Class Counsel by emailing or phoning Kimberley Hill at khill@cfmlawyers.ca or 1-800-689-2322. Class Counsel may be able to answer your question or resolve your concern.

You may also consider participating in the webcast “town hall” meeting (see FAQ#51) or listening to the recorded webcast (audio only) (see FAQ#54).

If you still do not agree, you have the right to object to the Court. The Court will consider any comments or objections it receives. You can object by sending your objection in writing to Class Counsel (see FAQ#44 for names and addresses) by **July 17, 2015**.

You can also come to the Court hearing. It will be held on **July 24, 2015**, starting at 10:00 a.m., in the Vancouver Courthouse at 800 Smithe Street. If you come, you may be allowed to speak to the Court.

Questions About Sharing in the Settlement Funds (Distribution Protocol Questions)

17. Do I automatically get a share of the settlement if I am included in the class?

Not quite. You get a share of the settlement funds if:

- (a) you are included in the class (see FAQ#6)

AND

- (b) you sent a claim form to Class Counsel

AND

- (c) class counsel are reasonably certain, based on our experts' calculations, that you actually suffered a loss (see FAQ#24).

If you meet all three of those criteria, you will get a share of the settlement funds. An estimate of the amount you will get is set out in your June letter.

18. How do I receive a share of the settlement funds?

To get a share of the settlement funds, you had to have sent in a claim form to Class Counsel. If you did so, you should have already received a letter from Class Counsel explaining how much we estimate you will get.

Some people who sent in claim forms will get \$0. See FAQ#24 for an explanation of why some people will get \$0.

If you sent in a claim form and did not get a letter from Class Counsel, please contact us (see FAQ#44).

19. How much money will I get?

Only class members who sent in claim forms will get any money. See FAQ#17.

We will not know the exact amounts that anyone will receive until after the Court hearing on July 24. This is because the exact amounts will depend on what the Court approves.

However, Class Counsel has estimated what people will receive. Your amount is set out in the letter sent to you in June. If you sent in a claim form and did not receive a letter, please contact us (see FAQ#44).

20. How did you decide how much money to give each claimant?

Class Counsel's main goal in deciding how much money to give each claimant was to share the settlement funds fairly and with regard to how much each claimant could reasonably expect to get if this lawsuit had gone to trial.

Class Counsel were essentially trying to answer one of the fundamental questions in the lawsuit: "How much did class members lose because of the misrepresentations?" This is not the same as asking "How much did class members lose because of converting to the DC plan?" The risks discussed above, especially reliance risk (see FAQs #10-14) make up the difference between these two questions.

Class Counsel hired actuaries to help us calculate how much money to give claimants.

The amounts are calculated in four steps:

- (a) estimating of each claimant's gross loss from converting to the DC plan
- (b) applying the risks, especially reliance risk (see FAQs #10-14)
- (c) adding prejudgment interest for some class members
- and
- (d) reducing everyone's amounts to fit all claims within the available settlement funds.

Each step is described below, along with Class Counsel's reasons for it.

Step (a): Estimating Gross Losses

This part of the calculations looks at the difference between what you would have had if you had stayed in the DB plan, and what you have instead after converting to the DC plan. Basically it answers the question "How much did class members lose because of converting to the DC plan?".

As noted above, that question on its own is not enough to fairly divide the settlement funds among claimants with regard to what each claimant could reasonably have received if this lawsuit had gone to trial. However, it does provide us with a number to which we can apply the risks, especially reliance risk (see FAQs #10-14) to get us closer to a fair division.

The actuaries did this calculation using the information that Teck Metals/Cominco and Agrium provided and some assumptions (see FAQs # 21&22 for more information about the assumptions and why we used them).

All of the calculations are based on one of two dates:

- For information that is as of the date of conversion, we used January 1, 1993, (that is the date when the conversion happened)
- For information that is triggered when a person ended their employment with Teck Metals/Cominco or Agrium, either their actual end date (if they have already ended employment) or September 30, 2014 (for people who were still working for Teck Metals or Agrium on that date).

We separated claimants into groups based on their ages in 1992 and number of years of service in 1992. The groups are for five-year brackets. For each group the experts calculated the losses as a percentage of that cohort's average 1992 salary.

To get each claimant's gross losses, the experts multiplied that percentage by the person's salary in 1992 and the number of years they worked for Teck Metals/Cominco and/or Agrium.

It is important to remember that your gross loss is not the amount you will get from the settlement. This is because there are other factors besides this calculation that affect what the law would say that you lost. Those factors include the risks discussed in FAQs #10-14.

When we calculated this step, we found that some claimants seem to have actually done better in the DC plan than they would have in the DB plan. That is, they have more money now than they would have had if they had stayed in the DB plan. If the Court approves the distribution protocol, the claimants who Class Counsel is reasonably confident did at least 25% better under the DC plan than they would have under the DB plan will get \$0. See FAQ#24 for more information. The rest of the calculation steps described below do not apply to these claimants.

Step (b): Adjusting for Risks

This step is important because it reflects the different risks that different class members faced. As described in FAQs # 10&14, some class members faced more risk than others. In particular, younger class members faced a large risk that they would not be able to prove that they relied on the misrepresentations. In contrast, class members who were nearing retirement faced a smaller risk on the same issue.

To accommodate for this, we set up "adjustment groups" based on the ages of class members in 1992.

Adjustment Group	Age Bracket in 1992	Percentage of Gross Claim
A	20-24	5%
B	25-29	10%
C	30-34	15%

D	35-39	18%
E	40-44	21%
F	45-49	24%
G	50-54	27%
H	55-59	30%
I	60-64	30%

These percentages are largely based on the estimates that Towers made before the conversion of how many people of different ages would actually convert. So, for instance, Towers expected almost everyone aged 20-24 to convert. Therefore we calculated that only 5% of people converted because of the misrepresentations.

To carry out this step of the calculation, the experts applied the adjustment risk percentage for each claimant to that claimant's gross claim. For example, for a claimant who was 33 in 1992, the calculation at this step would give them 5% of their gross claim from step (a).

Applying these risk adjustments does mean that the claimants who actually converted only receive a percentage of their losses, while claimants who would have converted anyway get money that they would not get after a trial. Class Counsel still think this is the right way to do this calculation because it would take a long time and be very expensive for us to get all claimants to prove that they converted because of the misrepresentations, and to decide who makes the cut and who does not.

Step (c): Prejudgment Interest

If we had gone to trial, claimants who left their employment before September 30, 2014 would have been entitled to a small amount of interest. This is called pre-judgment interest. We have added it where appropriate so that the amounts reflect what claimants would have received at trial.

Step (d): Pro-Rating to Fit Within the Settlement Funds

There is a very important difference between what claimants could have gotten if this lawsuit had gone to trial, and what we actually got in settlement. The difference is that the settlement is a fixed amount – there is no more money. But our calculations in steps (a)-(c) result in a larger total number than we have in settlement funds. This is because, as discussed in FAQ#7, the settlement amount is not calculated.

Because of that, we have to fit all claimants' payments within the amount of money we have to distribute.

The amount to distribute will not be \$4 million. Class Counsel's fees and expenses, as well as some other costs, have to be paid out first. See FAQ#37, 42, 47 & 48 for more information on what else will be paid from the settlement funds.

To fit all claimants' payments within the amount of money we have to distribute, we calculated the total after steps (a)-(c). Then, for each claimant, we calculated what percentage their amount after steps (a)-(c) was of the total.

For the estimates in the June letters, we then multiplied that percentage by the amount we estimate we will have to distribute. As discussed in FAQ#25, and except the claimants who will get \$0 (see FAQ#24), claimants will get a minimum of \$500.

After the July 24 hearing, once we know what the Court orders, we will calculate the actual amounts for each claimant.

21. What did you assume when you calculated how much money to give each claimant?

We made a few assumptions when we calculated how to divide up the settlement amount. These assumptions apply to calculation step (a) from FAQ#20. With all of these assumptions, our goal was to divide the money in a way that was fair and reasonable.

The important assumptions are:

- Salaries from 1992 forward increased to match the Average Industrial Wage Index (because this is the most widely used measure of salaries and wages in Canada, used in many contexts including by the CPP);
- In calculating how much claimants would have had if they had stayed in the DB plan (see step (a) from FAQ#20, the actuary experts used the methods and assumptions prescribed by the Canadian Institute of Actuaries (because their methods and assumptions are the universal standard for these kinds of calculations); and
- In calculating what claimants now have under the DC plan, we assumed that all funds were invested in the PH&N "Balanced Trust" Fund (because the law requires claimants to invest reasonably – see FAQ#26 for more information).

22. Why did you make assumptions instead of asking people how much money they lost?

We made assumptions instead of asking people how much they lost for two main reasons.

First, and most importantly, the law requires people to act reasonably. For this lawsuit, this means that if we had gone to trial, each class member's losses would have been calculated as the difference between what they would have had under the DB plan and what they should have under the DC plan if they invested reasonably. We assumed that all funds were invested in the PH&N "Balanced Trust" Fund because this was the fund recommended to class members,

and because it was the most reasonable investment for class members to make. See also FAQ#26 for more information.

Second, it would take a long time and be very expensive to try to calculate each claimant's losses without using some assumptions and averages. Doing it this way saves the class money.

We did use some information that is specific to each class member. This is the information that is set out in the June letters.

23. Why are there different adjustment percentages for different people?

Some risks were larger for some class members than for others. See FAQ#14 for more information.

24. Why am I getting \$0?

Some people lost a lot of money because of the misrepresentations. Other lost very little, or even none at all. This FAQ explains why some people lost no money.

Because we have a limited amount of money to distribute, Class Counsel thought it was not fair for people who actually did better to take money away from people with large losses.

When the conversion happened, Teck Metals/Cominco put an amount of money into each claimant's new DC plan account. This is called the initial account value, or IAV. One of the ways that Teck Metals/Cominco and Agrium encouraged people to convert was by being generous in the IAV amounts.

When we did the calculations described in FAQ#20, especially step (a), it became clear that because the IAVs were generous, some class members actually did better with the DC plan than they would have if they had stayed in the DB plan. This is particularly true for people who left employment with Teck Metals/Cominco or Agrium within a few years of the conversion.

Other people have large losses.

The experts estimated how much better or worse each claimant did due to converting. Class Counsel decided that any claimant who ended up 25% or more better off would get \$0. We chose "25% better" as the cut-off because the numbers are estimates. We want to make sure that any class member who did lose money gets something from the settlement. Class Counsel are reasonably sure that anyone who did at least 25% better under the DC plan did not lose money.

25. Why am I getting \$500?

When the conversion happened, Teck Metals/Cominco put an amount of money into each claimant's new DC plan account. This is called the initial account value, or IAV. One of the ways

that Teck Metals/Cominco and Agrium encouraged people to convert was by being generous in the IAV amounts.

When we did the calculations described in FAQ#20, especially step (a), it became clear that claimants' losses varied from no or very small losses to very large losses.

Class Counsel wanted to make sure that all claimants who lost money get something from the settlement funds. As a result anyone who does not fall in the \$0 category (see FAQ#24 for an explanation) will get a minimum of \$500.

26. I lost a lot more money than the amount my letter says I am getting from the settlement. Why is that?

There are a few reasons why you are not getting the same amount of money as you think you lost.

One main reason is that the law requires us to assume that everyone acted reasonably. In particular, we have to assume that everyone invested reasonably (see FAQ#22-23). We assumed that everyone invested using the default investment that was recommended for anyone who was not comfortable making their own investment decisions. This makes it a reasonable place to have invested.

Another main reason is that, if we had gone to trial, Teck Metals/Cominco and Towers would only have to pay for losses that are their fault. The settlement funds are divided on the basis of what is fair to everyone and what people would likely have gotten at trial. If you lost more money than that because of something like your investment decisions, that is not Teck Metals'/Cominco's or Towers' fault.

A third important reason is the risks that apply to different class members. See FAQs #10-14 for more information.

A fourth reason is that the amount of money in the settlement is fixed, and must be divided among everyone. This means that no-one is getting the total amount that they lost.

27. Can I see the detailed calculations of my share/of everyone's shares?

We are happy to send you detailed information about the calculation of your share. Please contact Kimberley Hill at khill@cfmlawyers.ca or 1-800-689-2322.

We cannot send you the details of the calculations of other claimants' shares due to privacy concerns.

28. Why are people who didn't submit their forms on time getting some of the money?

In a class action (such as this lawsuit), Class Counsel and the Court are required to be fair to all class members – both those who submitted their forms on time, and those who submitted their forms late.

The claimants who submitted their forms late have good excuses for doing so. Class Counsel think it would be unfair to exclude them.

There are only a few claimants who submitted their forms late. Class Counsel and the experts checked how much difference it would make to the claimants who submitted their forms on time if we included the claimants who submitted their forms late. The difference is very small. Because of this, Class Counsel think that it is not unfair to the claimants who submitted their forms on time.

29. How many people are getting \$0/\$500/another amount?

Due to privacy concerns, we cannot post exact numbers on the website. However, we can advise that the payouts break down into four approximately equal groups:

- roughly 1/4 of claimants are receiving \$0;
- roughly 1/4 of claimants are receiving \$500;
- roughly 1/4 of claimants are receiving between \$500 and \$10,000; and
- roughly 1/4 of claimants are receiving more than \$10,000.

30. What do I have to do to get a share of the settlement funds? Do I need to provide any information?

If you sent in your claim form (and as long as your letter does not say you are getting \$0 – see FAQ#24), then you do not need to do anything more. After the July 24 hearing, and based on what the Court decides, Class Counsel will do a final calculation of what each claimant's share is.

If each claimant's share is close to or more than the estimate in their June letter, we will send you another letter confirming the amount and enclosing a cheque. We expect this to be the most likely outcome.

If each claimant's share has dropped substantially, we may have to go back to Court to decide what to do. In that case we will send you a further letter.

31. Will it cost me anything to get a share of the settlement funds?

No. you do not have to pay anything. Class Counsel and the experts are paid out of the settlement.

32. Do I have to pay taxes on my share of the settlement fund or put it into my DC account/RRSP/pension?

It is not clear at law whether receipt of the settlement funds could attract income tax. We recommend that, if you have further questions about this, you should get tax advice.

You can do whatever you want with your share of the settlement funds. However, it is possible that the CRA will view this as a pension withdrawal. Putting it in one of those places will avoid that risk.

We recommend that, if you have further questions about this, you should get tax advice.

33. The information about me in my June letter is wrong. What do I do?

Please email or call Kimberly Hill of CFM at khill@cfmlawyers.ca or 1-800-689-2322. Kimberly will explain what you need to do to correct the information. The sooner you call her the better, but you will have 30 days after the Court approves the distribution plan to do so.

34. What if I do not agree with the amount of money you are giving me?

If you do not agree because the information about you in your June letter is wrong, please email or call Kimberly Hill of CFM at khill@cfmlawyers.ca or 1-800-689-2322. Kimberly will explain what you need to do to correct the information. The sooner you call her the better, but you will have 30 days after the Court approves the distribution plan to do so.

If you do not agree for some other reason, please contact Class Counsel by emailing or phoning Kimberley Hill at khill@cfmlawyers.ca or 1-800-689-2322. Class Counsel may be able to answer your question or resolve your concern.

You may also consider participating in the webcast "town hall" meeting (see FAQ#51) or listening to the recorded webcast (audio only) (see FAQ#54).

If you still do not agree, you have the right to object to the Court. The Court will consider any comments or objections it receives. You can object by sending your objection in writing to Class Counsel (see FAQ#44 for names and addresses) by **July 17, 2015**.

You can also come to the Court hearing. It will be held on **July 24, 2015**, starting at 10:00 a.m., in the Vancouver Courthouse at 800 Smithe Street. If you come, you may be allowed to speak to the Court.

35. When will I get paid?

The earliest we will be able to issue cheques is late August or early September.

If anything does not go exactly as we hope, it will take us longer.

36. How will I get paid?

We will send you a letter confirming the amount and enclosing a cheque.

37. Will I be paid the amount of money set out in my letter? Are there any deductions from the amount set out in my letter for the lawyers?

The amount of money set out in your letter is an estimate only. We will not be able to calculate the actual amount until after the Court hearing, based on what the Court approves.

The lawyers' fees and expenses were deducted before we calculated the amount in your letter. If we have estimated correctly, and if the Court approves everything that the lawyers are proposing, you will get the amount set out in your letter.

We will confirm our calculations after the July 24 hearing. If your share is close to or more than the estimate in your June letter, we will send you a letter confirming the amount and enclosing a cheque. We expect this to be the most likely outcome.

If your share has dropped substantially, we may have to go back to Court to decide what to do. In that case we will send you a letter explaining what has happened.

38. Will there be any money left over after paying each claimant's share and the lawyers' fees?

The lawyers have designed the distribution so that there is no money left over. We will write cheques to claimants for all of the money other than legal fees. We want as much of the money as possible to go to claimants.

There is a chance that some claimants will not deposit their cheques. If there is enough money from uncashed cheques, we will likely send out second cheques. Before we do anything with the money from uncashed cheques, we will send letters to all claimants to let them know what we are proposing to do. We will also have to get the Court to approve what we propose to do.

39. I do not agree with the distribution plan. What do I do?

First, please contact Class Counsel by emailing or phoning Kimberley Hill at khill@cfmlawyers.ca or 1-800-689-2322. Class Counsel may be able to answer your question or resolve your concern.

You may also consider participating in the webcast "town hall" meeting (see FAQ#51) or listening to the recorded webcast (audio only) (see FAQ#54).

If you still do not agree, you have the right to object to the Court. The Court will consider any comments or objections it receives. You can object by sending your objection in writing to Class Counsel (see FAQ#44 for names and addresses) by **July 17, 2015**.

You can also come to the Court hearing. It will be held on **July 24, 2015**, starting at 10:00 a.m., in the Vancouver Courthouse at 800 Smithe Street. If you come, you may be allowed to speak to the Court.

Questions about the Representative Plaintiffs

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40. Who are Mr. Weldon and Mr. Bleier?

James Weldon is a current employee of Teck Metals and Leonard Bleier is a retired employee. They agreed to be the “representative plaintiffs” for this lawsuit. That means that they did everything needed to keep this lawsuit going, so that each individual class member did not have to do anything.

They have put in many days organizing this lawsuit, talking with us, meeting with the defendants, answering your questions, and doing the many other things to keep this lawsuit going.

41. Why do Mr. Weldon and Mr. Bleier get to decide on what happens in the lawsuit?

The way a class action works is that one or a couple of people, called representative plaintiffs, do all the work for all the class members.

In this lawsuit, there are a few hundred class members. In a lawsuit that is not a class action, all the plaintiffs have to agree for anything to happen. It would not be possible to get all of the class members to agree on anything in a reasonable period of time. Because of this, class actions have representative plaintiffs instead.

The representative plaintiffs have to do a substantial amount of work. They meet with the lawyers, answer questions that the lawyers or other class members have, and generally make themselves available. In exchange for doing all of this work, they get to decide what happens in the lawsuit.

42. Why are you asking for extra compensation for Mr. Weldon and Mr. Bleier?

Mr. Weldon and Mr. Bleier have done a lot of work on your behalf. Unless we ask the Court to give them extra compensation, they do not get anything for doing all this work. They just get the same amount as all other claimants.

In 2008, Mr. Weldon took on a leadership role when he learned that other non-union employees at Trail Operations who had transferred to DC Plan shared his unhappiness with how far their prospective pensions were falling behind those of employees who had stayed on the DB Plan. He was instrumental in gathering together some of those employees to raise those concerns with Cominco management.

When Cominco management did not respond to those concerns he led the fundraising needed for legal advice. He then volunteered to be the representative plaintiff despite the fact that, as a current Cominco employee, he had apprehensions about the impact of suing Cominco on his employment at Cominco (to Cominco's credit, it turned out not to have any effect on his employment).

Starting the lawsuit in Mr. Weldon's name exposed him to the risk of legal costs as the action proceeded.

As representative plaintiff Mr. Weldon received and acted on all of Class Counsel's requests for information. In particular he took on the time-consuming and difficult task of finding employees who had transferred to the DC Plan (most of whom he did not know well, or at all) and persuading enough of them to provide personal information to Class Counsel for us to estimate class members' losses.

After the BC Court of Appeal issued its decision limiting the causes of action on which the action could proceed, Mr. Bleier volunteered to act as a representative plaintiff for the employees who had retired before 2009. Mr. Bleier volunteered and therefore also incurred a potential liability for costs.

Mr. Bleier also worked with Class Counsel to contact other employees and to find class members for whom no contact information was available.

Both Mr. Weldon and Mr. Bleier acted as the communicators between Class Counsel and class members. They arranged meetings for Class Counsel with plan members in Trail to gather information and identify possible trial witnesses.

Both Mr. Weldon and Mr. Bleier were examined for discovery. This means that they had to travel to Vancouver to answer the defendants' questions under oath. Ahead of time they had to review many documents.

Because the tentative settlement was not concluded until a few days before trial, both Mr. Weldon and Mr. Bleier had already travelled to Vancouver and prepared to be witnesses at trial.

When settlement negotiations were ongoing, they both had to make themselves available to discuss whether the settlement proposals were acceptable from the perspective of the class – not from their own perspective. This required Mr. Weldon and Mr. Bleier to learn legal concepts and make their decisions after considering all of the risks of continuing the action rather than settling.

The contributions of Mr. Weldon and Mr. Bleier did not end with the settlement of the action. They have continued to assist Class Counsel in reviewing drafts of all our communications with class members. We expect they will continue to help class members obtain accurate information about the settlement and the proposed plan to distribute the settlement funds.

Class Counsel think Mr. Weldon and Mr. Bleier have been exemplary representative plaintiffs and have worked diligently to support this action. It would have been significantly more difficult for Class Counsel to conduct this action without their contributions of their time, effort organizing skills and good judgment. For all of this, Class Counsel think it is more fair for Mr. Weldon and Mr. Bleier to get some extra compensation.

43. I do not agree with giving Mr. Weldon and Mr. Bleier extra compensation. What do I do?

First, please contact Class Counsel by emailing or phoning Kimberley Hill at khill@cfmlawyers.ca or 1-800-689-2322. Class Counsel may be able to answer your question or resolve your concern.

You may also consider participating in the webcast “town hall” meeting (see FAQ#51) or listening to the recorded webcast (audio only) (see FAQ#54).

If you still do not agree, you have the right to object to the Court. The Court will consider any comments or objections it receives. You can object by sending your objection in writing to Class Counsel (see FAQ#44 for names and addresses) by **July 17, 2015**.

You can also come to the Court hearing. It will be held on **July 24, 2015**, starting at 10:00 a.m., in the Vancouver Courthouse at 800 Smithe Street. If you come, you may be allowed to speak to the Court.

Questions about Class Counsel (the Lawyers) and the Experts

44. Who are Class Counsel? How can I contact them?

Class Counsel are your lawyers in this lawsuit. The law firms are Camp Fiorante Matthews Mogerman and Victory Square Law Office. You can contact them at the following:

Camp Fiorante Matthews Mogerman
400-856 Homer Street
Vancouver, BC V6B 2W5
Attention: Kimberly Hill
email: khill@cfmlawyers.ca
facsimile: 604-689-7554

Victory Square Law Office LLP
#500-128 West Pender Street
Vancouver, BC V6B 1R8
Attention: Diane Irvine
email: dirvine@vslo.bc.ca
facsimile: 604-684-8427

There are a few lawyers and staff at each firm working on this case. Kimberley and Diane will direct your question to the right person.

45. Who are the Experts?

The experts are actuaries hired by Class Counsel to help with the lawsuit and with deciding how to share the settlement funds among claimants.

46. Do I have to pay Class Counsel?

No. Class Counsel is paid a percentage of the settlement funds, plus expenses and taxes. The Court has to approve the amount of the lawyers' fees and expenses to be paid from the settlement.

47. How much will Class Counsel get paid?

Class Counsel is paid a percentage of the settlement funds, plus expenses and taxes. The Court has to approve the amount of the lawyers' fees and expenses to be paid from the settlement.

As the lawyers for the class, Class Counsel is asking for 1/3 of the settlement funds (or \$1,333,333.33), plus expenses and taxes. This will be shared between Camp Fiorante Matthews Mogerman and Victory Square Law Office.

The representative plaintiffs agreed in a document called a "contingency fee agreement" to pay Class Counsel up to 1/3 of any money received in the lawsuit (whether from a settlement or after trial). The percentage goes up as the lawsuit moves closer to trial. This lawsuit settled very shortly before trial started, so Class Counsel is asking for the full 1/3.

If Class Counsel had been charging by the hour, as most lawyers do, our fee could have been higher.

48. Why do Class Counsel get both 1/3 of the settlement and an additional \$250,000 to be the claims administrator?

Class Counsel are acting in two different roles – one role is as the lawyers for the class members, and the other role is as the claims administrator.

The fee of 1/3 of the settlement is for acting as the lawyers for the class members. See FAQ#47 for more information about this fee.

There are specialized firms that do claims administration. Class Counsel asked one of those firms for a price to do this work. The price was higher than \$250,000. Class counsel therefore decided to do it ourselves. In our experience, if we billed at our usual hourly rates it would cost us more than \$250,000 to properly administer the claims process.

49. How much of the settlement will be left for class members after Class Counsel are paid?

How much of the settlement will be left depends on what the Court approves and what expenses Class Counsel has to cover between now and the end of July. The rest of this answer is an estimate, based on what Class Counsel will be asking for at the hearing on July 24..

It is also important to remember that there are two separate amounts in the settlement.

First, there is an amount of up to \$300,000 that the defendants are paying to cover the expenses incurred on behalf of the class members up to September 21, 2014. In order to get this lawsuit ready for trial, Class Counsel had to pay experts, pay for court reporters, and various other things. Class Counsel also had to pay tax on these expenses. This \$300,000 is simply reimbursing Class Counsel for these expenses and the taxes on them.

Second, there is \$4,000,000 in general settlement funds. Class Counsel will be asking for a fee of 1/3 for our work as the lawyers for the class, as described in FAQs#47&48. That amount is \$1,333,333.33. We are required by law to charge 12% tax on our fees. The taxes on our fees will be \$160,000, for a total of \$1,493,333.33.

As described in FAQ#48, Class Counsel will also be seeking a fee of \$250,000 for the work we will do as claims administrator. We are again required by law to charge 12% tax on our fees. The taxes on this amount will be \$30,000, for a total of \$280,000.

In total, Class Counsel will therefore be asking for fees of \$1,743,333.33, including taxes.

Last Class Counsel will be asking the Court to reimburse us for expenses (including the taxes on those expenses) that we have paid since September 21, 2014 and that we continue to pay up to the hearing date. We do not know exactly how much this will be, but we estimate approximately \$50,000.

This will leave between \$2,100,000 and \$2,200,000 to be paid to class members.

50. I do not agree with Class Counsel's fees. What do I do?

First, please contact Class Counsel by emailing or phoning Kimberley Hill at khill@cfmlawyers.ca or 1-800-689-2322. Class Counsel may be able to answer your question or resolve your concern.

You may also consider participating in the webcast "town hall" meeting (see FAQ#51) or listening to the recorded webcast (audio only) (see FAQ#54).

If you still do not agree, you have the right to object to the Court. The Court will consider any comments or objections it receives. You can object by sending your objection in writing to Class Counsel (see FAQ#44 for names and addresses) by **July 17, 2015**.

You can also come to the Court hearing. It will be held on **July 24, 2015**, starting at 10:00 a.m., in the Vancouver Courthouse at 800 Smithe Street. If you come, you may be allowed to speak to the Court.

Questions about the Webcast “Town Hall” Meeting

- 51. I want to participate in the webcast “town hall” meeting on a computer. What do I need to do?**

Please contact Jacinta at Victory Square Law Office by email at jwellwood@vslo.bc.ca or by phone at 1-877-684-8421 for instructions on how to access the webcast.

- 52. I want to participate in the webcast “town hall” meeting by phone. What do I need to do?**

Please contact Jacinta at Victory Square Law Office by email at jwellwood@vslo.bc.ca or by phone at 1-877-684-8421 for instructions on how to participate by phone.

- 53. I am trying to connect to the webcast and it is not working. What do I do?**

Troubleshooting information is available at www.cfmlawyers.ca/teck-webcast or www.vslo.ca/teck-webcast

- 54. I want to listen to the recorded webcast “town hall” meeting. What do I do?**

Unfortunately, only the audio from the webcast recorded – not the video. This means you can listen to the webcast but there is nothing to watch. However, the audio is the important part.

Please contact Jacinta at Victory Square Law Office by email at jwellwood@vslo.bc.ca or by phone at 1-877-684-8421 for instructions on how to listen to the recorded webcast town hall meeting.

Questions About the Court Hearing

55. When and where is the Court hearing?

The Court hearing is on July 24, 2015 starting at 10:00 a.m. at the Vancouver Courthouse. The Vancouver Courthouse is at 800 Smithe Street. The courtroom number will not be assigned until the morning of July 24.

56. Do I have to come to the Court hearing?

No, you do not have to come to the Court hearing. You are welcome to come if you want to. If you come, the Court may hear any comments or concerns you have.

More Questions?

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57. Who do I contact if I have more questions?

Please call or email Kimberley Hill from CFM at khill@cfmlawyers.ca or 1-800-689-2322. If Kimberley cannot answer your question she will pass it along to someone who can.

58. Can I contact Teck Metals, Towers or Agrium with my questions?

No. Teck Metals, Towers and Agrium are not allowed to talk to you about the lawsuit, settlement agreement or distribution. Please call or email Kimberley Hill from CFM at khill@cfmlawyers.ca or 1-800-689-2322.

59. Can I contact the court or the judge with my questions?

No. The judge and the court cannot answer any questions about the lawsuit, settlement agreement or distribution. Please call or email Kimberley Hill from CFM at khill@cfmlawyers.ca or 1-800-689-2322.

Natalie M. Fulton

From: David Blair <DBlair@vslo.bc.ca>
Sent: Thursday, June 25, 2015 1:02 PM
To: mzeleniak@gmail.com
Cc: Julie R. Facchin
Subject: Teck / Cominco Pension Class Action — webcast comments



Mr. Zeleniak:

Thank you for taking the time to provide us with your views about the webcast and your compliments to those involved in the conduct of this litigation.

VICTORY SQUARE LAW OFFICE, LLP

per:
 David Blair
 Associate Counsel

Direct: 604-602-7980 / Reception: 604-684-8421

Mail: 500 — 128 W. Pender St., Vancouver BC V6B 1R8

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This is Exhibit "H" referred to in the
 affidavit of J. Winstanley H
 sworn before me at Vancouver
 this 15 day of July 2015

 A Commissioner for taking Affidavits
 for British Columbia

From: Jacinta Wellwood
Sent: June-25-15 9:13 AM
To: David Blair
Subject: FW: Reminder: Teck / Cominco Pension Class Action Town Hall Meeting starts in 1 Hour

From: Mike Zeleniak [<mailto:mzeleniak@gmail.com>]
Sent: June-25-15 5:19 AM
To: Jacinta Wellwood
Subject: Re: Reminder: Teck / Cominco Pension Class Action Town Hall Meeting starts in 1 Hour

Hello Jacinta,

Please pass on my gratitude and sincere thanks to the the team that put on the town-hall meeting last night. It was informative and most of the questions were very good. The team's responses to the questions were clear and well thought out. There was the odd glitch in the video signal but for the most part it worked well.

It was very interesting to learn how the settlement came about and the seemingly monumental effort involved. I really appreciate all the work that was done on our behalf.

Please pass on my thanks to those involved.

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Sincerely,
Mike Zeleniak

On Wed, Jun 24, 2015 at 8:30 PM, Jacinta Wellwood <customercare@gotowebinar.com> wrote:

Dear Mike,

This is a reminder that "Teck / Cominco Pension Class Action Town Hall Meeting" will begin in 1 Hour on:

Wed, Jun 24, 2015 9:30 PM - 11:00 PM EDT

Add to Calendar: Outlook® Calendar | Google Calendar™ | iCal®

Please send your questions, comments and feedback to: jwellwood@vslo.bc.ca

How to Join the Webinar

1. Click the link to join the webinar at the specified time and date:

<https://global.gotowebinar.com/join/1093371222611120386/150810670>

Note: This link should not be shared with others: it is unique to you.

2. Choose one of the following audio options:

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--OR--

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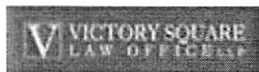
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Natalie M. Fulton

From: David Blair <DBlair@vslo.bc.ca>
Sent: Thursday, June 25, 2015 1:05 PM
To: ddschafer@shaw.ca
Cc: Julie R. Facchin
Subject: Teck / Cominco Pension Class Action — comments on webcast



Ms. Schafer:

Thank you for taking the time to provide us with your views about the webcast.

VICTORY SQUARE LAW OFFICE, LLP

per:

David Blair

Associate Counsel

Direct: 604-602-7980 / Reception: 604-684-8421

Mail: 500 — 128 W. Pender St., Vancouver BC V6B 1R8

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From: Jacinta Wellwood
Sent: June-25-15 9:13 AM
To: David Blair
Subject: FW: Reminder: Teck / Cominco Pension Class Action Town Hall Meeting starts in 1 Hour

From: Deb Schafer [<mailto:ddschafer@shaw.ca>]
Sent: June-24-15 8:32 PM
To: Jacinta Wellwood
Subject: Re: Reminder: Teck / Cominco Pension Class Action Town Hall Meeting starts in 1 Hour

Hi Jacinta,

Just a comment to your group on the webcast/tele conf.... I thought the process was very worthwhile as the group answered many of the common lingering questions and the true benefit was the background discussion relating to those questions/answers. I had any and all of my answers through the emails of info sent, plus the discussion surrounding reasoning for decision making was made much more clear to anyone who took the time to pay attention

I thank you for putting this on and encourage more of the same for others in future.

Dale Schafer
 Calgary

----- Original Message -----

From: Jacinta Wellwood <customercare@gotowebinar.com>
To: ddschafer@shaw.ca
Sent: Wed, 24 Jun 2015 18:30:38 -0600 (MDT)
Subject: Reminder: Teck / Cominco Pension Class Action Town Hall Meeting starts in 1 Hour

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Dear Dale,

This is a reminder that "Teck / Cominco Pension Class Action Town Hall Meeting" will begin in 1 Hour on:

Wed, Jun 24, 2015 7:30 PM - 9:00 PM MDT

Add to Calendar:
Outlook® Calendar |
Google Calendar™ |
iCal®

Please send your questions, comments and feedback to: jwellwood@vslo.bc.ca

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From: David Blair <DBlair@vslo.bc.ca>
Sent: Monday, June 29, 2015 3:10 PM
To: jahrenegade@hotmail.com
Cc: Julie R. Facchin
Subject: RE: Thank you for attending Teck / Cominco Pension Class Action Town Hall Meeting



Mr. Renegade:

The response of yourself and several other class members to the webcast has been very encouraging. Class Counsel (who were making use of this technology for the first time) now recognize webcasting as an effective tool for convenient and detailed communication with interested members in class actions at very low cost.

VICTORY SQUARE LAW OFFICE, LLP

per:

David Blair

Associate Counsel

Direct: 604-602-7980 / Reception: 604-684-8421

Mail: 500 — 128 W. Pender St., Vancouver BC V6B 1R8

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From: Jack [<mailto:jahrenegade@hotmail.com>]
Sent: June-25-15 8:40 PM
To: Jacinta Wellwood
Subject: Re: Thank you for attending Teck / Cominco Pension Class Action Town Hall Meeting

Thank you for putting on the information session. It was very helpful. I feel that given all of the variables that the team dealt with they took very fair approach to distribute the funds and work to settle the class action.

Thanks

Jack

Sent from my iPhone

On Jun 25, 2015, at 9:00 PM, Jacinta Wellwood <customer-care@gotowebinar.com> wrote:

Dear Jack,

We hope you enjoyed our webinar.

Please send your questions, comments and feedback to: jwellwood@vslo.bc.ca.

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From: Julie R. Facchin
Sent: Thursday, July 02, 2015 9:09 AM
To: 'David Blair'
Cc: Diane Irvine
Subject: RE: Teck / Cominco Pension Class Action Town Hall Meeting

Agreed. It was an excellent idea! Julie

-----Original Message-----

From: David Blair [<mailto:DBlair@vslo.bc.ca>]
Sent: Tuesday, June 30, 2015 10:33 PM
To: Julie R. Facchin
Cc: Diane Irvine
Subject: RE: Teck / Cominco Pension Class Action Town Hall Meeting

Julie:

FYI. I am encouraged by the receipt of so many emails saying the webcast worked well. I do not recall a single negative comment about it. We have had some comments about reception quality, but these are almost certainly the result of the viewer's bandwidth.

DB

-----Original Message-----

From: Jacinta Wellwood
Sent: June-30-15 4:37 PM
To: David Blair
Subject: FW: Teck / Cominco Pension Class Action Town Hall Meeting

-----Original Message-----

From: Philip Manders [<mailto:philipm@telus.net>]
Sent: June-30-15 4:27 PM
To: Jacinta Wellwood
Subject: Teck / Cominco Pension Class Action Town Hall Meeting

Thanks for the web meeting last week. The video and audio hung up briefly a couple of times but it wasn't a problem. The lawyers provided all the information I needed - well done!

Philip Manders

Sent from my iPad

This is Exhibit "I" referred to in the
affidavit of J. Winstanley #1
sworn before me at
this 15 day of July 2015

A Commissioner for taking Affidavits
for British Columbia



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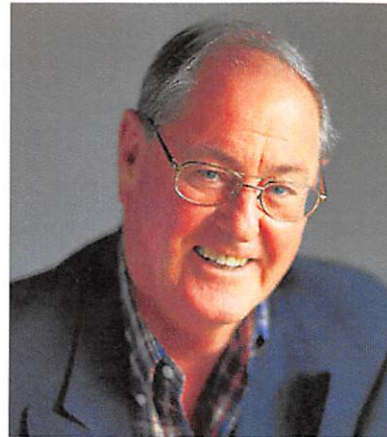
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Julie Facchin
Melina Buckley
Michelle Segal
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May 7, 2015
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ABOUT J.J. CAMP, Q.C.

REPRESENTATIVE EXPERIENCE

J.J. Camp has over 30 years experience representing plaintiffs in product liability and aviation cases. After the inception of the *Class Proceedings Act* in British Columbia in 1995, he added class action lawsuits to his areas of focus, including a role as lead counsel in pursuing the Hepatitis C litigation that resulted in a pan-Canadian settlement on behalf of class members with a value of approximately \$1.5 billion.

Early in his career, J.J. fielded requests for advice on several aircraft accidents, including one where eight high-profile passengers sustained injuries. With respect to aviation cases, J.J. has established a national reputation of being one of Canada's leading trial lawyers and an authority on the law and procedure governing this niche practice area. Today, Camp Fiorante Matthews Mogerman acts on up to two dozen different aviation accident cases at any one time.

In 1988, J.J. also launched the British Columbia initiative to recover compensation from asbestos manufacturers for asbestos related diseases and death from inhaling material containing asbestos. This initiative has resulted in the recovery of compensation on behalf of British Columbia workers and their families of many tens of millions of dollars, with recoveries ongoing. This initiative also resulted in three successful Supreme Court of Canada appeals argued by J.J..

After earning a Bachelor of Arts degree (University of Victoria, 1965), J.J. worked for the Communications branch of the Canadian National Research Council and went on to earn his law degree from the University of British Columbia in 1969. Since then, he has enjoyed a distinguished legal career, including being appointed Queen's Counsel in 1986. He has also been appointed a fellow of the American College of Trial Lawyers and a fellow of the International Academy of Trial Lawyers. J.J. has argued approximately 15 matters before the Supreme Court of Canada.

Frequently sought after to share his litigation expertise, J.J. has lectured to lawyers and others on a wide range of subjects. In 2011, he co-presented a webinar for hundreds of Canadian lawyers on the rules of evidence pertaining to objections.

J.J. has been very active in the profession, including supporting the development of the legal profession both in Canada and abroad. Mr. Camp's involvement has included roles as:

President of the Canadian Bar Association, 1991-1992

President of the Canadian Bar Association, BC Branch 1985-1986

Fellow, American College of Trial Lawyers

Fellow, International Academy of Trial Lawyers

Member, The Lawyers Inn

Director, British Columbia Public Interest Advocacy Centre

Representative Experience

Mr. Camp has been counsel in the following leading cases:

Hussein Abdulrahim & Fadi Abedrabbo v. Air France et al., ON Superior Court 05-CV-294746 CP

Pro-Sys Consultants and Neil Godfrey v. Microsoft Corporation and Microsoft Canada Co./Microsoft Canada CIE Supreme Court of BC No. L043175 Vancouver Registry

Pro-Sys Consultants v. Infineon Technologies AG et al., Supreme Court of BC No. L043141 Vancouver Registry

Hepatitis C Class Action: *Endean (rep plaintiff) v. The Canadian Red Cross Society*, Supreme Court of BC No. C965349 Vancouver Registry

Kwicksutaineuk/Ah-Kwa-Mish First Nation vs. Her Majesty the Queen in Right of the Province of BC (Minister of Agriculture and Lands and the Attorney General of Canada), Court of Appeal File No. CA038707

Breen et al. vs. Keystone Helicopter Corporation et al., Court of Common Pleas Philadelphia County No. 090601841

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Julie Facchin
Melina Buckley
Michelle Segal
Naomi J. Kovak
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ABOUT REIDAR MOGERMAN

REPRESENTATIVE EXPERIENCE

Reidar Mogerman is a partner at Camp Fiorante Matthews Mogerman. He was called to the bar in 1997 and has worked as counsel and as an advisor on major public and private law litigation in all levels of court in British Columbia. He has also acted as counsel before the Alberta Court of Queens Bench, the Federal Court of Canada, and the Supreme Court of Canada.

Reidar has been involved in precedent setting Supreme Court of Canada cases in the areas of aboriginal law (the *Haida*, *Taku*, *Osoyoos*, and *Okanagan* cases), product liability (*A.G. British Columbia v. Imperial Tobacco Canada and others*), constitutional law (*Law Society of British Columbia v. Mangat*), and executive privilege (*Babcock v. A.G. Canada*). He also has significant exposure to cases involving public and private international law, trusts and pensions, administrative law, fraud, professional liability, and environmental law.

Reidar's practice is currently focused on CFM's core areas of class actions, product liability and aviation law. He is presently involved in a number of multi-jurisdictional competition law class actions.

Away from work, Reidar skis, mountain bikes and surfs.



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Julie Facchin
Melina Buckley
Michelle Segal
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Julie Facchin joined CFM in 2010 after clerking at the Supreme Court of British Columbia and articling at a large national firm.

She earned her bachelor's degree in International Relations and German at Mount Allison University, then continued her education by moving to Ottawa – and attending two separate universities. She obtained a joint law degree and Master of Arts in International Affairs from the University of Ottawa's Faculty of Law and the Norman Paterson School of International Affairs at Carleton University.

Julie's international affairs background serves her clients well.

"We do a fair amount of complex, cross-border class action work and understanding international law and international affairs is a definite advantage."

In her spare time, Julie enjoys cooking, ballet and other forms of dance and travelling.

Representative Experience

Honour v. Attorney General, et al., Supreme Court of BC No. S065491
Vancouver Registry

Hussein Abdulrahim and Fadi Abedrabbo v. Air France, et al., Ontario
Superior Court 05-CV-294746 CP

Pro-Sys Consultants v. Infineon Technologies AG et al., Supreme Court of
BC No. L043141 Vancouver Registry

Wyman v. Fammarz S.R.L. et al., Supreme Court of BC No. L043141

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ABOUT JENNIFER WINSTANLEY

REPRESENTATIVE EXPERIENCE

Jen joined CFM in 2010 as an articling student and continued with the firm as an associate after being called to the bar in May 2011.

Jen earned her undergraduate degree at Columbia University, where she studied international relations and comparative politics. Jen went on to study law at the University of British Columbia. During both her undergraduate and post-graduate studies she actively pursued travel and volunteer opportunities.

While at UBC, she spent a semester studying at the University of Cape Town in South Africa. In Cape Town, she volunteered at a clinic run by a non-profit organization called People Against Suffering, Oppression and Poverty, helping refugees navigate the asylum claims process. Jen also spent nine months in Cambodia and Thailand working with an organization that provides community legal education, managing a long-term project at Chiang Mai Women's Prison addressing public health and access to healthcare.

Currently, Jen volunteers at the Salvation Army Legal Clinic and is acting as counsel on pro bono cases at the BC Human Rights Tribunal and at the Federal Court of Appeal. Jen has appeared in front of the B.C. Provincial Court, Supreme Court and Court of Appeal. She is a member of the Law Society of British Columbia, the Trial Lawyers Association of BC, the Canadian Centre for International Justice and the Canadian Bar Association.

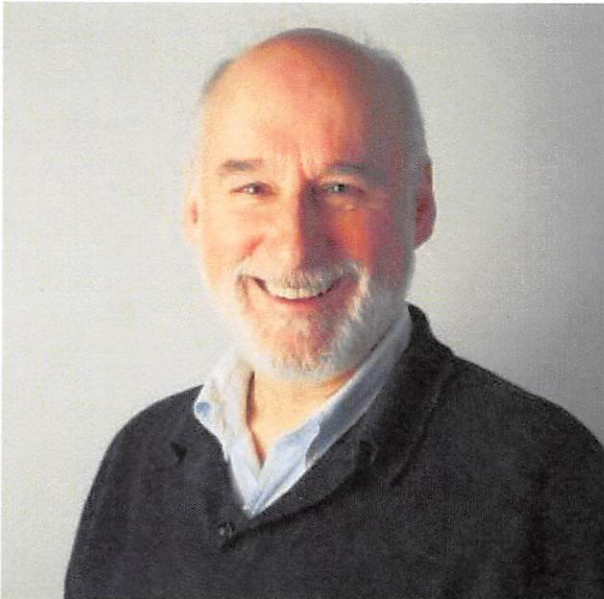
In her spare time, Jen enjoys running, yoga, snowboarding, and traveling.



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David Blair



David Blair has been representing unions in labour and other matters since 1975. He practised with John Baigent and Marguerite Jackson in the firm of Baigent, Jackson, Blair from 1980 to 1990 and continued under the new firm name Victory Square Law Office as a founding partner in 1990.

David's primary area of practice is now employment benefits delivery under trust arrangements. He advises pension and health and welfare trustees on all legal issues arising in the administration of their employment benefits programs and represents them in negotiations and dealings with their service providers.

David's labour relations practice includes applications before the Labour Relations Board (particularly in construction industry matters and the defence of unfair representation claims), collective agreement arbitration and court proceedings related to Labour Relations Board matters, injunctions and contempt issues. He also advises on legal issues arising in the internal administration of unions.

David has played a leading role in the Canadian Association of Labour Lawyers, a national organization of more than three hundred Canadian lawyers who represent unions. David was one of its B.C. Vice-Presidents from 1992 to 1996, and President from 2002 to 2004. He continues to serve on its Communications Committee.

Direct Voice: 604 602 7980

Direct Fax: 604 648 8672

[Email David Blair](#)

David's Assistant is [Caitlin Atkinson](#), 604 684 8421

[Email David Blair](#)

David's Assistant is [Caitlin Atkinson](#), 604 684 8421

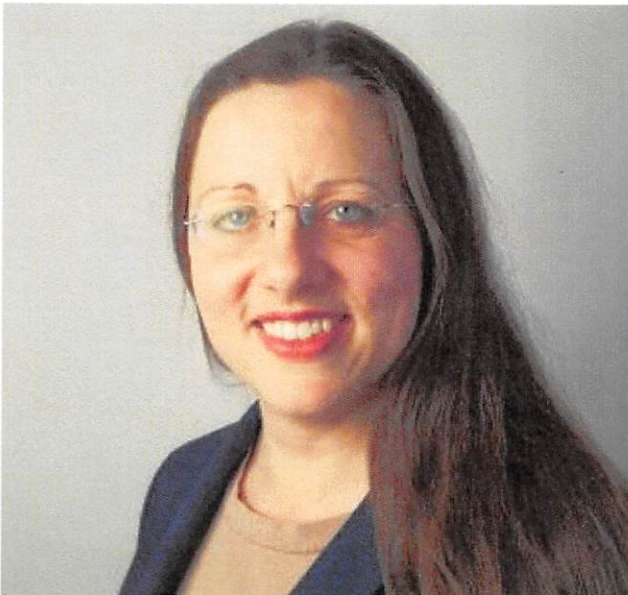
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Diane Irvine



Diane earned a Bachelor of Science in Computer Science from the University of Victoria in 2003, graduating with distinction. She then spent several years working as a software engineer before deciding to return to school to pursue law. She received her law degree from the University of British Columbia.

Diane first joined Victory Square Law Office LLP as a summer Research Assistant in 2012, returned as an articling student in 2013, and joined the firm as an associate in 2014 after completing her articles.

Outside the office, Diane enjoys weightlifting, running, and cycling, and is learning to sail.

Direct Voice: 604 602 7987

[Email Diane Irvine](#)

Diane's Assistant is [Annamaria Pears](#), 604 602 7990