



This is the 5th Affidavit
of Natalie Fulton in this case
and was made on 08/June/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

I, Natalie Fulton, of 400-856 Homer Street, Vancouver BC, paralegal, SWEAR (OR
AFFIRM) THAT:

1. I am a paralegal 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. This is a class action brought on behalf of current and former employees of Teck Metals Ltd. ("Teck") and related entities regarding the 1993 conversion in 1993 of their pension benefits from defined benefit to defined contribution. Towers Perrin Inc. ("Towers") was the actuarial and pension consultant on the conversion.

3. On December 21, 2012 the Court certified this action as a class proceeding.

Prior Rounds of Notice

4. After certification, Teck 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 "A"** 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.

5. 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 "B"** to this affidavit is a true copy of the Common Issues Letter.

Most Recent Notice Program

6. The parties executed a settlement agreement effective October 31, 2014 (the "Settlement Agreement"). The Settlement Agreement provides for payment of \$4,000,000 plus up to \$300,000 for disbursements incurred prior to the agreement in principle being reached, in exchange for a release from class members. Attached hereto and marked as **Exhibit "C"** to this affidavit is a copy of the Settlement Agreement.

7. 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.

8. By the time that the Settlement Letter was approved, and through the prior rounds of notice, class counsel had what they understood to be current addresses for 434 class members. The Settlement Letter was sent to these class members in December 2014.

9. When the Settlement Letter was approved, class counsel were missing current addresses for 154 potential class members, some of whom appeared to reside outside of BC. Class counsel retained Dye & Durham to carry out skip tracing on these class members. Dye & Durham was able to find addresses for exactly half, or 77 of these individuals. Settlement Letters were sent to these 77 class members in December 2014 and early January 2015. Class counsel have been unable to locate addresses for the remaining 77 class members.

10. In addition, 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"**.

11. Further, the Settlement Letter and Claims Form were posted on the websites of both class counsel firms.

12. By the deadline of January 31, 2015, class counsel had received 420 Claim Forms from class members (the "Timely Claimants"). As of the date of this affidavit, eighteen letters had been returned to class counsel as undeliverable.

Late Opt Ins

13. Thirteen of the Claim Forms were from class members resident outside of BC who had not previously opted into the class action (the "Late Opt Ins"). Attached hereto and marked as **Exhibit "F"** to this affidavit is a list of the Late Opt Ins.

14. Until retaining Dye & Durham, class counsel did not have addresses for the Late Opt Ins. As a result, the Late Opt Ins had not received the Certification Letter or the Common Issues Letter and they had not previously had notice of this action.

Late Claimants

15. Since the January 31, 2015 deadline, nine late Claim Forms have been submitted from class members who did not receive the Settlement Letter before the deadline (the "Late Claimants"; together with the Timely Claimants, the "Claimants"). Attached hereto and marked as **Exhibit "G"** to this Affidavit is a true copy of a list of the Late Claimants. I am advised by the Late Claimants as specified below and verily believe the facts set out in paragraphs 16-24.

16. Brian Aris did not receive the Settlement Letter and Claim Form until April 4, 2015, because he was out of the country and did not have access to his email. Attached hereto and marked as **Exhibit "H"** to this Affidavit is a letter from Brian Aris dated April 7, 2015, and a copy of his Claim Form.

17. Dorothy Bower's Settlement Letter and Claim Form went to a secure mailbox that is only checked irregularly. Attached hereto and marked as **Exhibit "I"** to this Affidavit is a copy of the Claim Form from Dorothy Bower.

18. Peter T. Fulcher did not receive the Settlement Letter and Claim Form until February 27, 2015, because was out of the country from November 2014 to February 2015. Attached hereto and marked as **Exhibit "J"** to this Affidavit is a copy of the Claim Form from Peter T. Fulcher.

19. Genevieve B. L. Von Weiser advised that the Settlement Letter and Claim Form were sent to her old address, and that she only received the Settlement Letter and

Claim Form on February 24, 2015. Attached hereto and marked as **Exhibit "K"** to this Affidavit is a copy of the Claim Form of Genevieve B. L. Von Weiser.

20. Alan Wood's Settlement Letter was originally sent to his old address. He was also away for the winter months. Attached hereto and marked as **Exhibit "L"** to this Affidavit is a copy of the Claim Form of Alan Wood.

21. Miles Dean did not receive the Settlement Letter and Claim Form because he moved to the Yukon and only had his mail forwarded from Christina Lake every three months. Attached hereto and marked as **Exhibit "M"** to this affidavit is an email from Mr. Dean dated March 5, 2015, and a copy of his Claim Form.

22. Daniel Boateng did not receive the Settlement Letter and Claim Form because he was away for four months. Attached hereto and marked as **Exhibit "N"** to this affidavit is an email from Daniel Boateng and a copy of his Claim Form.

23. Donald McCarthy did not receive the Settlement Letter and Claim Form until February 5, 2015, because he was out of the country. Attached hereto and marked as **Exhibit "O"** to this affidavit is a letter from Donald McCarthy dated April 7, 2015, and a copy of his Claim Form.

24. Robert Schmidt did not receive the Settlement Letter and Claim Form because the letter was sent to his old address and he was away until early April. Attached hereto and marked as **Exhibit "P"** to this affidavit is a copy of the Claim Form of Robert Schmidt.

Distribution Plan

25. I am advised by Julie Facchin and verily believe the information set out in paragraphs 25 – 32.

26. Class counsel have also been with actuarial experts to create a plan to distribute the settlement funds among Claimants (the "Distribution Plan").

27. Under the Settlement Notice and the order of this Court approving it, only class members who submitted Claims Forms by the January 31, 2015 deadline (i.e., the Timely Claimants) are eligible to share in the settlement funds. Class counsel are seeking an order to allow the Late Claimants and the Late Opt Ins to share in the settlement funds.

28. Teck and Agrium, Inc., which took over the employment of many class members after the conversion date, have provided class counsel with substantial information regarding the Claimants. This information included Claimants' birthdates, salaries in 1992, number of years of service, termination or retirement dates, and initial account values at the time of conversion to the defined contribution plan. To protect Agrium, class counsel have committed to seeking an order permitting the disclosure of the information in accordance with s. 18 of the *Personal Information Protection Act* at the time of settlement approval.

29. On the basis of the information described in para. 28, and with the assistance of actuaries, class counsel have constructed the Distribution Plan. Attached hereto and marked as **Exhibit "Q"** to this affidavit is the Distribution Plan. The Distribution Plan shares the settlement funds in a way that reflects:

(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.

30. The actuaries retained by class counsel also calculated a ratio (the "Gross Claim Ratio"), expressed as a percentage, that expresses the difference between:

- (a) the present day value of their benefits had they remained in the defined benefit pension plan, and
- (b) the projected balance in their defined contribution pension plan accounts, as estimated by class counsel.

31. Class counsel are reasonably confident that Claimants for whom the Gross Claim Ratio is 125% or higher suffered no loss (the "No-Loss Claimants"). Class counsel therefore propose that the No-Loss Claimants not be entitled to any payment out of the settlement funds.

32. Claimants who suffered a loss but who would otherwise receive less than \$500 will receive \$500.

33. The claims of the Late Opt Ins and the Late Claimants represent only 2.69% of the total claims. Class counsel are of the opinion that including the Late Opt Ins and the Late Claimants therefore does not prejudice the Claimants who acted in a timely manner.

Current Notice

34. Attached hereto and marked as **Exhibit "R"** to this affidavit is the proposed form of letter notice (the "Approval Notice Letter") with which class counsel propose to give the Claimants notice of the hearing to approve the Settlement Agreement and the


Distribution Plan. The Approval Notice Letter provides substantial information to Class Members. It:

- (a) summarizes the basic terms of the Settlement Agreement and the Distribution Plan,
- (b) will be personalized for each Claimant;
- (c) sets out the Claimant's information provided to class counsel by Teck or Agrium; and
- (d) provides Claimants with an estimate of their share of the settlement funds.

35. The Approval Notice Letter also advises Claimants of a webinar “town hall” meeting at which they can ask questions and receive more information, and provides them with information on how to attend that meeting remotely. Finally it advises Claimants of the hearing date, as well as their right to participate in the settlement approval hearing.

36. Class counsel propose to provide the Approval Notice Letter to Claimants, including Late Optors and Late Claimants if approved by the Court, by email and/or regular mail to the address provided by each Claimant on their Claim Form.

SWORN (OR AFFIRMED) BEFORE ME)
at Vancouver, British Columbia, on)
08/June/2015.)


A Commissioner for taking
Affidavits for British Columbia

Natalie Fulton

JULIE FACCHIN
BARRISTER & SOLICITOR
856 Homer Street, 4th Floor
Vancouver, BC, V6B 2W5
Tel: 604-689-7555 Fax: 604-689-7554

This is Exhibit "A" referred to in the
affidavit of Natasha Fulton #5
sworn before me at Vancouver
this 8 day of June, 2015

[Signature]
A Commissioner for taking Affidavits
for British Columbia

Schedule "C"

Notice of Certification

001

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

004

[Date]

Delivery

Address

Attention:

Dear Sirs/Mesdames:

This is Exhibit "B" referred to in the
affidavit of Natalie Fulton #5
sworn before me at Vancouver
this 8 day of June, 2015
[Signature]
A Commissioner for taking Affidavits
for British Columbia

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

**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, or with respect to the claim for breach of fiduciary duty, potentially subject to postponement.

This means that the Class Members' remaining claims are now going to trial. At this common issues trial the court will determine whether the defendants breached their respective duties to Class Members and if so, what remedies are potentially available. The trial is scheduled for September 22, 2014 to October 24, 2014.

Summary of the Decisions

005

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 potential plaintiff 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.

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]:

- Order of the BC Supreme Court
- Order of the BC Court of Appeal
- 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, at the address shown above
- 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

This is Exhibit "C" referred to in the affidavit of Natalie Fulton #5 sworn before me at Vancouver this 8 day of June, 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;

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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.

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- (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;

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- (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. G. P. P.
Witness

Camp Florante Matthew's Mogerman

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

Witness

Coastal County, N.C.

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

Miley J. [Signature]
Witness

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

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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.

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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.



CAMP
FIORANTE
MATTHEWS
MOGERMAN

A partnership of law corporations

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

Office: 604-689-7555
Fax: 604-689-7554

cfmlawyers.ca

DECEMBER 4, 2014

VIA MAIL



Attention: ◆

Dear Sirs / Mesdames:

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. 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.

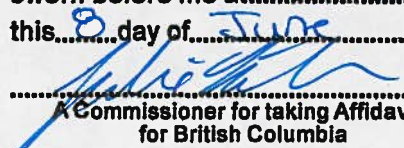
We are writing to update you and ask for information.

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.

This is Exhibit "D" referred to in the
affidavit of Natalie Fulton
sworn before me at Vancouver
this 8 day of June 2015

A Commissioner for taking Affidavits
for British Columbia

J.J. Camp, Q.C.

Direct Line: 604-331-9520

Email: jjcamp@cfmlawyers.ca

File Ref: 09018-001

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

Class counsel are working on a plan to distribute the settlement funds among 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

We will be pleased to answer any questions or address any concerns you have. Please contact Julie Facchin in my office at 1-800-689-2322 or jfacchin@cfmlawyers.ca.

Yours truly,

Camp Fiorante Matthews Mogerman



J.J. Camp, Q.C.

JJC

enc

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 December 4, 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 by January 31, 2015:

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 604-331-9531 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>

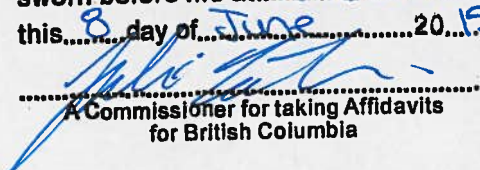
This is Exhibit "E" referred to in the
 affidavit of Natalie Fulton #5
 sworn before me at Vancouver
 this 8 day of June, 2015

 A Commissioner for taking Affidavits
 for British Columbia

Late Opt Ins

Member First Name	Member Last Name	Attn: First Name	Attn: Last Name	Street	City	Province	PC	Country	Email	Exec/POA	Status (L/D)	Form (Y/N)	From S-T: O/S BC
Colin Kim	Blyth Esselmont	Colin Kim	Blyth Esselmont	5 Gore Street Suite 1001 Box 1015	Kingston	ON	K7L 0A1	Canada			L	Y	S-T: O/S BC
Reavley	Howard L.	Kathleen	Horn	402 2520 Palliser Drive SW	Marathon	ON	P0T 2E0	Canada	arvdb@shaw.ca		L	Y	S-T: O/S BC
Peter R.	Jones	Peter R.	Jones	1031 Friars Court	Calgary	AB	T2V 4S9	Canada	PD123Jones@gmail.com	YES	D	Y	S-T: O/S BC
Bret Standly	Larson	Bret Standly	Larson	7958 91 Ave NW	Oakville	ON	L6M5C6	Canada			L	Y	S-T: O/S BC
Louise	Lucrezi	Louise	Lucrezi	91 Aspen Stone Way SE	Edmonton	AB	T6C 1R1	Canada			L	Y	S-T: O/S BC
Dale W.	Massie	Dale W.	Massie	77749 Cove Pointe Cir	Calgary	AB	T3H 0M2	Canada			L	Y	S-T: O/S BC
Richard Brent	McAllister	Richard Brent	McAllister	PO Box 481, 518 Broadwood Ave	Indian Wells CA New Liskeard	ON	92210	United States	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	ll.mcmullan@hotmail.ca		L	Y	S-T: O/S BC
Rae R.	Melmoth	Rae R.	Melmoth	3238-23 St.	Edmonton	AB	T6T 2A9	Canada	rmelmoth@yahoo.com		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	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

031

This is Exhibit "F" referred to in the affidavit of Natalie Fulton #5 sworn before me at Vancouver this 8 day of June 2015


A Commissioner for taking Affidavits for British Columbia

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	

This is Exhibit "G" referred to in the affidavit of Natalie Fulton #5 sworn before me at Vancouver this 8 day of June 2015

[Signature]
A Commissioner for taking Affidavits
for British Columbia

032

April 7/2015

This is Exhibit "H" referred to in the
affidavit of Natalie Fulton
sworn before me at Vancouver
this 8 day of June, 2015

[Signature]
A Commissioner for taking Affidavits
for British Columbia

To:

Camp Fiorante Matthews Mogerman

Re:

Class Action Suit Cominco/Teck/Agrium Pension Plan Conversion

Attention:

Natalie Fulton

As per our conversation I advise that I did not receive the filing forms in time to register my claim. I was out of the country until April 4 and did not have access to that email address.

My email address is currently wendy@arislandscape.ca

I'm submitting my form with this letter.

Thank you,

Brian Aris

- 2 -

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:

Brian J. Aris

Your name (please print):

BRIAN WALTER ARIS

Date (dd/mmm/yyyy):

07/04/2015

Postal address

Box 172, LAGDON, AB T0S 1X0

E-Mail address

ricky - @telus.net

Telephone numbers

(home) 403-436 5469 (cell) 403 240-3505

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

This is Exhibit "I" referred to in the
 affidavit of Natalie Fulton #5
 sworn before me at Vancouver
 this 8 day of June 2015
[Signature]
 A Commissioner for taking Affidavits
 for British Columbia

Sent from my iPad

- 2 -

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/mm/yyyy):

Postal address

E-Mail address

Telephone numbers

[Signature]

Dorothy Bower

Aug 13/15

5-1431 Euclid St White Rock
V4B 3S8

dcabower@yahoo.com

(home) 78-9 (cell) 863-259-9178

Send this form by mail, fax, email or courier so that it received by January 31, 2015:

Mail or Courier: Camp Florante 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 604-331-9531 or 1-800-689-2322 or e-mail Natalie Fulton at nfulton@cfmlawyers.ca

Natalie
 As discussed this went to a mailbox that
 is only checked infrequently
 I have received no other communication.
[Signature]

Natalie M. Fulton

To: Natalie M. Fulton
Subject: FW: Bower notice for Teck Cominco lawsuit

Natalie M. Fulton
Paralegal
Camp Fiorante Matthews Mogerman
400 – 856 Homer Street
Vancouver, BC V6B 2W5
Direct: 604-331-9531 / Main 604-689-7555

This email communication is confidential and may be subject to legal privilege. If you are not the intended recipient, please notify the sender at the telephone number or email address shown above and delete this communication and any copies. Thank you.

From: Dorothy Bower [<mailto:deabower@yahoo.com>]
Sent: Monday, April 13, 2015 1:50 PM
To: Natalie M. Fulton
Subject: Bower notice for Teck Cominco lawsuit

Natalie,

As discussed.

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 December 4, 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

This is Exhibit "J" referred to in the
affidavit of Natalie Fulton #5
sworn before me at Vancouver
this 8 day of June, 2015

A Commissioner for taking Affidavits
for British Columbia

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:

P. T. Fulcher

Your name (please print):

PETER T. FULCHER

Date (dd/mmm/yyyy):

9/03/2015

Postal address

#13 801 20th St. N.E. SALMON ARM B.C.

E-Mail address

Pedrof4@telus.net

Telephone numbers

(home) 250-832-0004

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

Left Canada early November returned Feb 27/2015

- 2 -

This is Exhibit "K" referred to in the affidavit of Natalie Fulton #5 sworn before me at Vancouver this 8 day of June 2015
[Signature]
 A Commissioner for taking Affidavits for British Columbia

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

[Signature]
Genevieve B.L. von Wieser
15.12.1960-
9999 W. Katie Ave. #1339. Las Vegas,
g.vonwieser@yahoo.com NV 89147-USA.
~~(home)~~ (cell) 702/301-0637.

Send this form by mail, fax, email or courier so that it received by January 31, 2015:

Mail or Courier: Camp Florante 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 604-331-9531 or 1-800-689-2322 or e-mail Natalie Fulton at nfulton@cfmlawyers.ca

just received on Feb. 24-2015.

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:

Alan D Wood

Your name (please print):

ALAN D. WOOD

Date (dd/mmm/yyyy):

3 - MARCH - 2015

Postal address

438 - 100 - 2 AVE S LETHBRIDGE ALBERTA
T1J 0B5

E-Mail address

wood.as.45@yahoo.ca

Telephone numbers

(home) 587-425-0408 (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

This is Exhibit "L" referred to in the
affidavit of Natalie Fulton #5
sworn before me at Vancouver
this 8 day of June 2015
[Signature]
A Commissioner for taking Affidavits
for British Columbia

Kimberly D. Hill

From: Alan & Sandra Wood <woodas45@yahoo.ca>
Sent: March-03-15 2:31 PM
To: Natalie M. Fulton
Subject: Re: Teck/ Cominco class action
Attachments: image0.jpg

Thank you.
Please find attached a copy of the form completed.
Alan

From: Natalie M. Fulton <NFulton@cfmlawyers.ca>
To: "woodas45@yahoo.ca" <woodas45@yahoo.ca>
Sent: Tuesday, March 3, 2015 12:13 PM
Subject: Teck/ Cominco class action

Hi Allan,

Further to our conversation this morning, I should have asked you to please send me a completed form (I have attached a blank one in case you need it) for our records, by email, mail or fax. I will let you know once a decision is made regarding an application for late-comers.

Natalie M. Fulton
Paralegal



400-556 Homer Street
Vancouver, BC V6B 2W5
Direct: 604-331-9531 / Main: 604-689-7555

This email communication is confidential and may be subject to legal privilege. If you are not the intended recipient, please notify the sender at the telephone number or email address shown above and delete this communication and any copies. Thank you.

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 December 4, 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 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

This is Exhibit "M" referred to in the
affidavit of Natalie Fulton #5
sworn before me at Vancouver
this 8 day of June, 2015

A Commissioner for taking Affidavits
for British Columbia

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

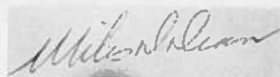


For living class members: I want to share in the settlement funds.



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):

Miles D. Dean

Date (dd/mmm/yyyy):

06/03/2015

Postal address

P.O. Box 226 Christina Lake B.C. V0H 1E0

E-Mail address

Milesdd55@gmail.com

Telephone numbers

(home) 867-821-6096 (cell) 250-368-7530

Send this form by mail, fax, email or courier so that it received by January 31, 2015:

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 604-331-9531 or 1-800-689-2322 or e-mail Natalie Fulton at nfulton@cfmlawyers.ca

Kimberly D. Hill

From: Julie R. Facchin
Sent: March-06-15 4:11 PM
To: 'Miles Dean'
Subject: RE: Cominco class action

Thanks, Miles, received. We'll be in touch. Regards, Julie

From: Miles Dean [<mailto:milesdd55@gmail.com>]
Sent: Friday, March 06, 2015 3:43 PM
To: Julie R. Facchin
Subject: Re: Cominco class action

March 5, 2015

Dear Julie,

Please find attached my completed and signed Participation Form.

Please also accept this e-mail as my explanation of my late submission to participate in this suit.

I moved to Yukon in September of last year and have only had my mail forwarded to me every three (3) months. I maintain my mailing address in Christina Lake, B.C. due to continuing to own property and returning for part of the year.

I hope this is sufficient to fulfill my obligation to continue to participate in this action. Please advise if something more is required.

Thank you for attention to this matter.

Miles D Dean

On Fri, Mar 6, 2015 at 3:01 PM, Julie R. Facchin <JFacchin@cfmlawyers.ca> wrote:

Hi Miles,

The form is attached. Please fill it in and send it back to me along with an email or letter explaining where you live and why you only just received our letter.

Based on our phone conversation, I am assuming that it is equally difficult for you to get mail out. Since you will be sending in a form that is different from the others, please also explain in your email or letter the difficulties you would face in mailing a signed copy of the form to us.

Please let me know if you have any other questions.

Regards,

Julie

Julie R. Facchin

Lawyer



400-856 Homer Street

Vancouver, BC V6B 2W5

Direct: 604-331-9536 Main: 604-689-7555

This email communication is confidential and may be subject to legal privilege. If you are not the intended recipient, please notify the sender at the telephone number or email address shown above and delete this communication and any copies. Thank you.

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 December 4, 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

This is Exhibit "N" referred to in the
affidavit of Natalie Fulton #5
sworn before me at Vancouver
this 8 day of June, 2015

A Commissioner for taking Affidavits
for British Columbia

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

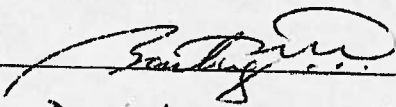


For living class members: I want to share in the settlement funds.



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):

Daniel A Boateng

Date (dd/mmm/yyyy):

22/04/2015

Postal address

Box 457, Montrose, BC V6G 1P0

E-Mail address

danbettyboateng@gmail.com

Telephone numbers

(home) 250 367 6483 (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

Kimberly D. Hill

From: Dan Boateng <danbettyboateng@gmail.com>
Sent: April-23-15 3:01 AM
To: Natalie M. Fulton
Subject: Teck Pension Plan Class Action
Attachments: Class Action Response.pdf

Dear Natalie:

I just returned from an extended absence to find the letter on the subject dated December 4, 2014. Sorry for my inability to respond earlier due to my being away for over 4 months.

Please find attached my response.

Kindly acknowledge the receipt of this.

Sincerely,
Daniel

Dr Daniel AD Boateng, PEng, CIP
Tel: 250.367.6483

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 December 4, 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:

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For all 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

This is Exhibit "O" referred to in the affidavit of Natalie Fulton #5 sworn before me at Vancouver this 8 day of June 2015

 A Commissioner for taking Affidavits for British Columbia

- 2 -

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:

D. McCarthy

Your name (please print):

DANIEL P. MCCARTHY

Date (dd/mm/yyyy):

23/02/2015

Postal address

2529 BRIDLEHILL CT WEST KELLOWNA B.C

E-Mail address

dpm5151@GMAIL.COM

Telephone numbers

(home) 778 754 0021 (cell) 306 270 7616

Send this form by mail, fax, email or courier so that it received by January 31, 2015:

Mail or Courier: Camp Florante 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 604-331-9531 or 1-800-689-2322 or e-mail Natalie Fulton at nfulton@cfmlawyers.ca

Donald P. McCarthy
2529 Bridlehill Ct
West Kelowna , BC
V4T 2W2

February 6, 2015

Attn
Julie Faccin
Camp Fiorante Mathews Mogerman
Vancouver, BC V6B 2W5

Dear Mesdames

Regarding Class action lawsuit
Weldon v. Teck Minerals, Vancouver Registry, SCBC Action No. S-095159

As per our conversation this morning re the above class action suit

I have been out of the country (Snow bird) until yesterday afternoon and as such did not get your notice dated December 4 regarding the settlement. My wish is to included in the Action.

Please find attached the form as requested.

Yours truly,

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

Donald P. McCarthy

- 2 -

052

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:

R. D. Schmidt
R. D. SCHMIDT

Your name (please print):

April 19 2015

Date (dd/mm/yyyy):

Postal address

5632 Rodeo Drive Kamloops, BC V1S2A3

E-Mail address

joeynorberg@hotmail.com

Telephone numbers

(home) N/A (cell)

250-319-0694

Send this form by mail, fax, email or courier so that it received by January 31, 2015:

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

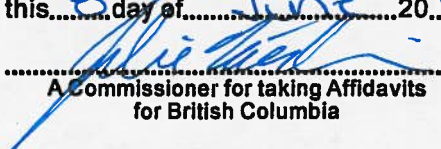
Fax: (604) 689-7554

Email: nfulton@cfmlawyers.ca

If you have any questions or concerns please call Natalie Fulton at 604-331-9531 or 1-800-689-2322 or e-mail Natalie Fulton at nfulton@cfmlawyers.ca

This is Exhibit P referred to in the
affidavit of Natalie Fulton #5
sworn before me at Vancouver
this 8 day of June, 2015

[Signature]
A Commissioner for taking Affidavits
for British Columbia

This is Exhibit "Q" referred to in the
affidavit of Natalie Fulton #5
sworn before me at Vancouver
this 8 day of June 2015

A Commissioner for taking Affidavits
for British Columbia

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

SETTLEMENT ADMINISTRATION AND DISTRIBUTION PLAN

PART 1: GENERAL

1. Under the terms of the orders of Mr. Justice N. Smith made November 26, 2014, and unless otherwise ordered, only class members who submitted a claims form by January 31, 2015 will be entitled to share in the settlement funds (the "Claimants").
2. Each Claimant's share in the settlement will be determined on the basis of the data provided by Teck Metals Inc. ("Teck") or Agrium Inc. ("Agrium"), except that where Teck or Agrium was unable to provide data for a particular Claimant, their entitlement will be determined on the basis of the following, in the following order:

- (a) data provided by the Claimant, if available;
 - (b) Class Counsel's reasonable estimate of the missing information, if possible; or
 - (c) Class Counsel's reasonable estimate of the Claimant's entitlement, if the necessary data is not available.
- 3. Paragraph 2 is subject to Claimants' rights to challenge their entitlements described below in paragraphs 32-37
- 4. To the extent reasonably possible, Claimants' will be entitled to an amount that reflects:
 - (a) the difference, as described more fully in paragraphs 8-14, between:
 - (i) the value of the defined benefits (as estimated by class counsel and the the actuary experts retained by Class Counsel (the "Experts")) they would have if they had remained in the defined benefit pension plan, and
 - (ii) the projected balance in their defined contribution pension plan accounts, as estimated by Class Counsel and the Experts;
 - (b) the differential litigation risks of various Claimants, as described more fully in paragraphs 15-20; and
 - (c) such pro-rating as may be necessary as discussed in paragraphs 21-25.
- 5. The calculation set out in paragraph 4(a) will be calculated based on:
 - (a) the date on which their employment with Teck or Agrium terminated, for those Claimants who are no longer employed with Teck or Agrium, or
 - (b) September 30, 2014, for those Claimants who remained employed with Teck or Agrium on that date.

6. Camp Fiorante Matthews Mogerman will act as the claims administrator (the "Claims Administrator").
7. Class Counsel or the Claims Administrator may at any time move to the Court for approval of a reasonable modification to this Distribution Protocol or for further directions with respect to the distribution of the settlement funds.

PART 2: DETERMINATION OF CLAIMANTS' GROSS CLAIMS

8. Claimants' gross claims will be estimated by the use of groups for age and years of service in five-year brackets, as attached as **Schedule "A"**.
9. Claimants will be assigned to groups based on their birthdates and number of years of service as of 1992.
10. The gross claims of each group will be calculated based on the data described in paragraph 2 and reasonable assumptions made by Class Counsel or the Experts.
11. The Experts' calculations will include a ratio (the "Gross Claim Ratio"), expressed as a percentage and set out in **Schedule "B"**, that expresses the difference between:
 - (a) the value of the defined benefits they would have if they had remained in the defined benefit pension plan, and
 - (b) the projected balance in their defined contribution pension plan accounts, as estimated by Class Counsel
12. Claimants for whom the Gross Claim Ratio is 125% or higher suffered no damages and will not be entitled to any payment under this settlement administration and distribution plan (the "No-Loss Claimants").
13. For example, if a Claimant has a Gross Claim Ratio of 150%, then the projected balance of their defined contribution pension plan account is 50% larger (or half

again as large) as the value of the defined benefits they would have if they had remained in the defined benefit pension plan.

14. The gross claims of Claimants other than the No-Loss Claimants (the "Eligible Claimants") will be calculated as a percentage of their 1992 salary and will be based on their year of termination, as set out in **Schedule "C"**. The gross claims of Eligible Claimants will be expressed as a dollar figure (the "Gross Claim").

PART 3: LITIGATION RISK ADJUSTMENT AND INTEREST CALCULATION FOR CLAIMANTS' CLAIMS

15. The Eligible Claimants will be assigned to litigation risk adjustment groups (the "Adjustment Groups") based on their age in 1992.
16. The Adjustment Groups will reflect the differing litigation risks that apply to different Eligible Claimants. The primary factor will be the difficulty of proving reliance on representations. For example, it is likely that younger claimants would have converted to the defined contribution plan regardless of the representations made.
17. The Adjustment Groups are set out in **Schedule "D"**. The Eligible Claimants' claims will be adjusted by applying the percentage applicable for their Adjustment Group to that Eligible Claimant's Gross Claim.
18. In addition, Eligible Claimants who ended their employment before September 30, 2014 will have pre-judgment interest added. The Eligible Claimant's adjusted claim (the "Adjusted Claim") will be that Claimant's Gross Claim after the adjustments based on the Adjustment Group and pre-judgment interest.
19. Each Eligible Claimant's Adjusted Claim will be used to calculate that Eligible Claimant's net entitlement as set out in paragraphs 21-25 below.
20. For clarity, each Claimant's Adjusted Claim is not the amount each Eligible Claimant will receive from the settlement funds.

PART 4: NET ENTITLEMENTS

21. Eligible Claimants will be paid their net entitlements (the "Net Entitlements") calculated as set out in paragraphs 22-25.
22. Net Entitlements will be calculated as follows:
 - (a) the percentage share that each Eligible Claimant's Adjusted Claim represents in comparison to the total Adjusted Claims of all Eligible Claimants will be calculated; and
 - (b) that percentage will be multiplied by the net settlement funds (calculated as the total settlement funds, less fees, disbursements, administration costs, representative plaintiff honoraria, and any adjustments to other settlement funds as required to achieve paragraph 23 below).
23. Eligible Claimants for whom the calculations set out in paragraph 22 result in a Net Entitlement of \$500 or less will receive \$500.
24. Eligible Claimants for whom the calculations set out in paragraph 22 result in a Net Entitlement of \$500 or more will receive the amount which is the result of those calculations.
25. As discussed above at paragraph 12, No-Loss Claimants will receive \$0.

PART 5: NOTICE TO CLAIMANTS OF THE SETTLEMENT ADMINISTRATION PLAN AND ENTITLEMENTS

26. Prior to the approval of this protocol, all Claimants will be provided with a personalized notice setting out the data described in paragraph 2 as it applies to them and Class Counsel's estimate of their Net Entitlement as calculated under paragraphs 21-25. This notice will be in the form of a letter sent by regular mail or email.
27. No-Loss Claimants will not be provided with any further notice after the notice letter described in paragraph 26.

28. Once the settlement agreement and this distribution protocol have been approved, and after the deadline for challenges to entitlements described in paragraphs 32-37, the Claims Administrator will calculate each Eligible Claimant's actual Net Entitlement.
29. If the Eligible Claimants' actual Net Entitlements calculated pursuant to paragraph 28 are not materially different from the estimated Net Entitlements communicated to Eligible Claimants in the notice letter described in paragraph 26, the Claims Administrator will issue a final letter to each Eligible Claimant confirming that Claimant's Net Entitlement and enclosing a cheque.
30. If the Eligible Claimants' actual Net Entitlements calculated pursuant to paragraph 28 are materially different from the estimated Net Entitlements communicated to Claimants in the notices described in paragraph 26, the Claims Administrator will issue a letter to the Claimants and bring a motion to the Court.
31. Paragraph 28 is subject to any challenges to entitlements or appeals launched by Claimants as set out in paragraphs 32-37 below.

PART 6: CHALLENGES TO ENTITLEMENTS

32. Claimants will be entitled to challenge their Net Entitlements on the basis of incorrect data provided as described in paragraph 2. Claimants may challenge their Net Entitlements by writing to the Claims Administrator (by letter mail or email), identifying which data they believe to be incorrect and providing some proof of the correct data.
33. After this settlement administration and distribution protocol has been approved, Claimants may not challenge the Adjustment Groups or the percentages assigned to them.
34. Any such challenges must be received by The Claims Administrator within 30 days of the date of the order approving this settlement administration and distribution protocol.

35. The Claims Administrator will be flexible in what they accept as proof of correct data under paragraph 32.
36. The notice described in paragraph 26 will have included instructions to Claimants on how to challenge Net Entitlements.
37. Any challenges by Claimants to their claim entitlement that cannot be resolved through the Claims Administrator will be referred to the Court for final determination. There will be no appeal from that determination.

PART 7: COST OF SETTLEMENT ADMINISTRATION

38. All third party costs of settlement administration, such as the cost of postage or of third party assistance in the calculation of settlement entitlements, will be paid from the settlement funds.
39. The Claims Administrator will be entitled to a further fixed fee as claims administrator, as approved by the Court.
40. No actions may be brought against Class Counsel or the Claims Administrator concerning the claims administration without leave of the Court.

PART 8: UNCLAIMED AMOUNTS

41. If a Claimant does not cash, deposit or otherwise deal with the cheque sent to them pursuant to paragraph 28 within three months of its date of issuance, the Claims Administrator may take such steps as it considers necessary to locate and contact the Claimant and issue the Claimant's settlement entitlement to them. Any expenses incurred in so doing shall be reimbursed to the Claims Administrator from the settlement benefit payable to the Claimant.
42. If any settlement funds remain unclaimed after the Claims Administrator has taken such steps, the Claims Administrator may apply for directions to the Court as to the disposition of the unclaimed amounts, which may include distribution of those amounts to other Claimants.

SCHEDULE "A" **CLAIMANT GROUPS**

This table show the groups that Claimants will be assigned to based on their age in 1992 and their number of years of service in 1992.

Age in 1992	Years of Service in 1992									
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40-44	45-50
	15-19	101								
	20-24	201	202							
	25-29	301	302	303						
	30-34	401	402	403	404					
	35-39	501	502	503	504	505				
	40-44	601	602	603	604	605	606			
	45-49	701	702	703	704	705	706	707		
	50-54	801	802	803	804	805	806	807	808	
	55-59	901	902	903	904	905	906	907	908	909
60-64	1001	1002	1003	1004	1005	1006	1007	1008	1009	
										1010

SCHEDULE "B"
GROSS CLAIM RATIO

This table shows the "Gross Claim Ratios", or percentage differences between

- the value of the defined benefits they would have if they had remained in the defined benefit pension plan, and
- the projected balance in their defined contribution pension plan accounts, as estimated by Class Counsel

Percentages over 100% mean that the balance in the defined contribution account was larger than the value of the defined benefits they would have had if they had remained in the defined pension plan.

Group	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
101	162%	272%	306%	303%	284%	266%	256%	248%	240%	229%	213%	196%	175%	139%	118%	113%	111%	104%	94%	79%	76%	77%	76%
201	193%	247%	269%	266%	249%	236%	228%	223%	217%	208%	194%	179%	161%	130%	112%	106%	104%	98%	88%	75%	73%	74%	74%
202	226%	246%	255%	248%	232%	221%	215%	211%	206%	199%	186%	172%	155%	126%	109%	103%	101%	94%	85%	73%	71%	72%	72%
301	186%	214%	225%	218%	201%	189%	182%	177%	171%	164%	152%	140%	126%	104%	91%	86%	83%	78%	71%	62%	60%	62%	62%
302	234%	239%	240%	228%	210%	198%	191%	187%	182%	174%	162%	150%	135%	112%	97%	91%	88%	82%	75%	65%	63%	64%	65%
303	266%	264%	260%	244%	224%	210%	203%	198%	193%	185%	172%	159%	143%	119%	104%	97%	93%	87%	79%	69%	66%	68%	68%
401	173%	190%	195%	186%	171%	159%	152%	147%	142%	136%	126%	116%	104%	88%	77%	73%	70%	66%	61%	54%	53%	55%	56%
402	212%	211%	208%	195%	178%	167%	160%	155%	151%	144%	134%	123%	111%	94%	83%	78%	74%	69%	63%	57%	55%	57%	58%
403	248%	243%	238%	222%	203%	190%	183%	178%	173%	166%	154%	142%	128%	109%	96%	90%	85%	79%	72%	65%	63%	65%	66%
404	247%	242%	236%	221%	202%	189%	182%	178%	173%	166%	155%	143%	129%	111%	98%	92%	87%	81%	74%	67%	66%	67%	69%
501	180%	197%	203%	194%	178%	166%	159%	154%	149%	142%	131%	121%	109%	92%	82%	77%	74%	69%	64%	58%	57%	59%	60%
502	198%	195%	191%	178%	162%	150%	144%	139%	135%	129%	119%	110%	99%	85%	76%	71%	68%	63%	59%	54%	53%	54%	56%
503	219%	213%	207%	193%	175%	163%	157%	152%	148%	141%	131%	121%	109%	95%	85%	79%	75%	69%	65%	59%	58%	61%	63%
504	226%	220%	215%	200%	183%	171%	165%	161%	156%	150%	139%	129%	117%	102%	92%	86%	81%	75%	70%	65%	64%	66%	69%
505	218%	213%	207%	194%	177%	166%	160%	157%	153%	147%	137%	127%	116%	102%	93%	87%	82%	77%	72%	67%	66%	72%	73%
601	168%	178%	180%	170%	155%	143%	137%	132%	128%	122%	112%	103%	93%	80%	72%	68%	65%	61%	57%	53%	53%	55%	58%
602	199%	197%	193%	180%	164%	152%	146%	142%	137%	131%	121%	112%	101%	87%	79%	74%	70%	65%	61%	57%	56%	59%	61%
603	196%	190%	184%	170%	154%	143%	137%	133%	128%	122%	114%	105%	96%	85%	77%	72%	68%	64%	62%	61%	60%	59%	59%
604	198%	193%	187%	174%	158%	148%	142%	138%	134%	128%	120%	111%	102%	90%	82%	77%	73%	70%	69%	67%	67%	66%	66%
605	197%	192%	187%	174%	159%	149%	144%	140%	137%	132%	123%	115%	106%	95%	87%	82%	78%	76%	75%	74%	74%	73%	73%
606	190%	186%	181%	169%	155%	145%	141%	138%	135%	130%	123%	116%	107%	96%	89%	84%	83%	82%	83%	82%	82%	82%	82%
701	156%	155%	153%	141%	127%	117%	111%	107%	102%	97%	90%	83%	75%	66%	60%	57%	55%	54%	53%	52%	52%	52%	52%
702	180%	176%	172%	159%	144%	133%	127%	123%	119%	113%	105%	97%	88%	77%	70%	66%	63%	60%	59%	58%	58%	58%	58%

Group	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
703	194%	189%	184%	170%	154%	144%	138%	134%	129%	123%	115%	107%	98%	86%	79%	74%	71%	69%	69%	69%	69%	69%	69%
704	175%	169%	163%	151%	137%	128%	124%	120%	116%	111%	104%	97%	91%	84%	81%	81%	81%	80%	80%	80%	80%	80%	80%
705	170%	165%	159%	148%	136%	128%	123%	121%	118%	113%	106%	101%	97%	92%	90%	91%	90%	90%	90%	90%	90%	90%	90%
706	169%	164%	159%	149%	137%	130%	126%	124%	122%	117%	111%	106%	103%	98%	97%	97%	97%	97%	97%	97%	97%	97%	97%
707	161%	156%	152%	143%	132%	126%	124%	122%	120%	116%	110%	109%	110%	110%	110%	110%	111%	111%	111%	111%	111%	111%	111%
801	141%	133%	127%	116%	103%	94%	89%	85%	81%	77%	71%	66%	63%	58%	57%	58%	58%	58%	58%	58%	58%	58%	58%
802	160%	152%	144%	132%	119%	111%	105%	102%	98%	93%	86%	82%	81%	78%	77%	77%	77%	77%	77%	77%	77%	77%	77%
803	173%	167%	161%	149%	135%	126%	121%	118%	114%	109%	101%	96%	91%	85%	83%	84%	84%	84%	84%	84%	84%	84%	84%
804	168%	162%	156%	145%	133%	125%	121%	118%	114%	109%	102%	99%	97%	94%	94%	94%	94%	94%	94%	94%	94%	94%	94%
805	148%	142%	137%	128%	119%	113%	109%	107%	106%	104%	103%	103%	103%	103%	103%	103%	103%	103%	103%	103%	103%	103%	103%
806	140%	135%	130%	123%	115%	110%	109%	108%	108%	108%	108%	108%	108%	108%	108%	108%	108%	108%	108%	108%	108%	108%	108%
807	140%	135%	131%	124%	117%	113%	112%	112%	112%	112%	111%	112%	112%	112%	112%	112%	112%	112%	112%	112%	112%	112%	112%
808	131%	127%	124%	118%	112%	109%	111%	112%	112%	112%	113%	113%	113%	113%	113%	113%	113%	113%	113%	113%	113%	113%	113%
901	129%	116%	107%	97%	88%	81%	76%	75%	75%	74%	72%	72%	72%	72%	72%	72%	72%	72%	72%	72%	72%	72%	72%
902	136%	127%	120%	110%	100%	93%	89%	86%	83%	82%	82%	82%	82%	82%	82%	82%	82%	82%	82%	82%	82%	82%	82%
903	138%	131%	125%	116%	107%	101%	100%	99%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%	98%
904	145%	139%	134%	125%	116%	110%	107%	106%	105%	103%	102%	102%	102%	102%	102%	102%	102%	102%	102%	102%	102%	102%	102%
905	137%	132%	127%	120%	112%	107%	105%	106%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%
906	118%	113%	110%	109%	110%	110%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%
907	116%	112%	111%	110%	109%	109%	109%	110%	110%	110%	110%	110%	110%	110%	110%	110%	110%	110%	110%	110%	110%	110%	110%
908	113%	110%	110%	112%	113%	114%	115%	115%	115%	116%	116%	116%	116%	116%	116%	116%	116%	116%	116%	116%	116%	116%	116%
909	108%	108%	110%	110%	110%	110%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%	111%
1003	120%	113%	108%	101%	95%	94%	94%	94%	94%	94%	94%	94%	94%	94%	94%	94%	94%	94%	94%	94%	94%	94%	94%
1004	113%	109%	105%	103%	101%	104%	104%	104%	104%	104%	104%	104%	104%	104%	104%	104%	104%	104%	104%	104%	104%	104%	104%
1005	112%	109%	108%	106%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%	107%
1006	110%	109%	109%	110%	110%	109%	109%	109%	109%	109%	109%	109%	109%	109%	109%	109%	109%	109%	109%	109%	109%	109%	109%
1007	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%
1008	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%
1009	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%	101%
1010	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

SCHEDULE "C"
PERCENTAGE OF SALARY LOST FOR EACH YEAR BEGINNING JANUARY 1993

This table shows what percentage of a Claimant's 1992 salary is their Gross Claim.

Group	1993	1994	1995	1996	1997	1998	1999	2000
101
201
202
301
302
303
401
402
403
404
501
502
503
504
505
601
602
603
604
605
606
701
702
703
704
705
706
707
801	0.5%	1.2%	1.7%
802
803
804
805
806
807
808
901	1.0%	2.0%	2.9%	3.3%
902	0.1%	0.9%	1.6%	2.0%
903	0.2%
904
905
906
907
908
909
1003	0.7%	1.0%	1.0%	1.0%
1004
1005
1006
1007
1008
1009
1010

Group	2001	2002	2003	2004	2005	2006	2007	2008
101
201
202
301	1.1%	1.8%
302	0.4%	1.1%
303	0.4%
401	1.5%	3.2%	4.1%
402	0.7%	2.5%	3.6%
403	0.6%	1.7%
404	0.3%	1.4%
501	1.0%	2.5%	3.4%
502	0.2%	2.2%	4.1%	5.4%
503	0.8%	2.8%	4.2%
504	1.6%	2.9%
505	1.4%	2.8%
601	0.8%	2.6%	4.2%	5.3%
602	1.8%	3.5%	4.7%
603	0.7%	3.0%	5.1%	6.8%
604	2.0%	4.1%	5.7%
605	1.1%	3.0%	4.6%
606	0.8%	2.6%	4.2%
701	..	0.4%	1.2%	2.2%	3.6%	5.8%	7.6%	9.0%
702	0.4%	1.7%	3.7%	5.5%	6.8%
703	0.4%	2.6%	4.4%	5.9%
704	0.6%	2.0%	3.9%	4.9%	4.9%
705	0.7%	2.0%	2.5%	2.5%
706	0.5%	0.9%	0.8%
707
801	2.3%	3.1%	4.3%	5.5%	6.7%	8.5%	9.0%	9.1%
802	0.4%	1.2%	2.3%	3.1%	3.5%	4.4%	4.8%	4.8%
803	0.7%	1.5%	3.0%	3.7%	3.5%
804	0.3%	0.7%	1.3%	1.4%	1.4%
805
806
807
808
901	3.6%	4.2%	4.8%	4.8%	4.9%	5.2%	5.2%	5.2%
902	2.6%	2.8%	2.9%	2.9%	2.9%	3.1%	3.1%	3.1%
903	0.2%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%
904
905
906
907
908
909
1003	0.9%	0.9%	0.9%	0.9%	0.9%	1.0%	0.9%	0.9%
1004
1005
1006
1007
1008
1009
1010

Group	2009	2010	2011	2012	2013	2014	2015
101	..	..	0.8%	3.5%	4.5%	4.7%	5.6%
201	..	0.3%	1.7%	4.3%	5.4%	5.6%	6.4%
202	..	0.7%	2.1%	4.8%	6.0%	6.2%	7.1%
301	2.3%	3.4%	5.2%	8.3%	9.7%	10.3%	11.4%
302	1.6%	2.8%	4.5%	7.7%	9.1%	9.6%	10.7%
303	1.0%	2.2%	4.0%	7.2%	8.6%	9.0%	9.9%
401	5.0%	6.4%	8.5%	11.8%	13.4%	14.1%	15.2%
402	4.5%	6.1%	8.3%	11.7%	13.4%	14.1%	15.1%
403	2.7%	4.3%	6.3%	9.6%	11.1%	11.5%	12.2%
404	2.4%	4.0%	6.1%	9.2%	10.6%	10.9%	11.3%
501	4.2%	5.6%	7.4%	10.2%	11.6%	12.1%	12.7%
502	6.7%	8.6%	10.8%	14.0%	15.7%	16.3%	16.8%
503	5.7%	7.6%	9.9%	13.1%	14.6%	14.7%	14.5%
504	4.3%	6.1%	8.3%	11.3%	12.6%	12.4%	12.0%
505	4.2%	6.1%	8.1%	11.0%	12.2%	10.5%	10.3%
601	6.4%	8.0%	9.9%	12.5%	13.8%	13.9%	13.8%
602	5.9%	7.6%	9.6%	12.2%	13.6%	13.5%	13.4%
603	8.5%	10.4%	12.0%	13.2%	13.6%	13.5%	13.6%
604	7.3%	8.8%	9.8%	10.8%	11.1%	11.0%	11.1%
605	5.9%	7.1%	7.7%	8.2%	8.3%	8.2%	8.2%
606	4.7%	5.0%	4.9%	5.1%	5.1%	5.0%	5.0%
701	10.2%	11.3%	12.0%	13.1%	13.3%	13.1%	13.1%
702	8.2%	9.7%	10.5%	11.7%	12.1%	12.0%	11.9%
703	7.1%	7.8%	8.0%	8.2%	8.2%	8.1%	8.0%
704	4.9%	4.9%	4.9%	5.1%	5.0%	5.0%	4.9%
705	2.5%	2.5%	2.5%	2.6%	2.6%	2.6%	2.6%
706	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%
707	..	..	..	..	..	..	..
801	9.0%	9.0%	8.8%	9.1%	9.0%	8.8%	8.7%
802	4.8%	4.8%	4.6%	4.8%	4.7%	4.6%	4.5%
803	3.5%	3.5%	3.4%	3.6%	3.5%	3.5%	3.4%
804	1.4%	1.4%	1.3%	1.4%	1.4%	1.4%	1.3%
805	..	..	..	..	..	..	..
806	..	..	..	..	..	..	..
807	..	..	..	..	..	..	..
808	..	..	..	..	..	..	..
901	5.1%	5.1%	4.9%	5.0%	4.9%	4.8%	4.6%
902	3.0%	3.0%	2.9%	3.0%	2.9%	2.8%	2.7%
903	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%
904	..	..	..	..	..	..	..
905	..	..	..	..	..	..	..
906	..	..	..	..	..	..	..
907	..	..	..	..	..	..	..
908	..	..	..	..	..	..	..
909	..	..	..	..	..	..	..
1003	0.9%	0.9%	0.9%	0.9%	0.8%	0.8%	0.8%
1004	..	..	..	..	..	..	..
1005	..	..	..	..	..	..	..
1006	..	..	..	..	..	..	..
1007	..	..	..	..	..	..	..
1008	..	..	..	..	..	..	..
1009	..	..	..	..	..	..	..
1010	..	..	..	..	..	..	..

SCHEDULE "D"
ADJUSTMENT GROUPS

067

This table shows the adjustment percentages that will be applied to a Claimant's Gross Claim. These percentages are designed to reflect the differing litigation risks that apply to different Eligible Claimants. The primary factor is the difficulty of proving reliance on representations. For example, it is likely that younger claimants would have converted to the defined contribution plan regardless of the representations made.

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%

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068

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File Ref: 09018-001

**PRIVILEGED & CONFIDENTIAL
PERSONAL & CONFIDENTIAL**

June 16, 2015

VIA MAIL/EMAIL

[Class member name]

[Address line 1]

[Address line 2]

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

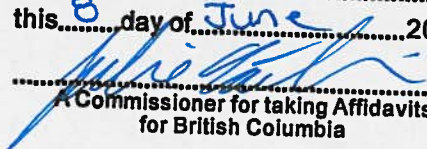
As you may recall, Camp Fiorante Matthews Mogerman (or "CFM") and Victory Square Law Office are class counsel in this class action. You are getting this letter because you submitted a claim form.

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.

This is Exhibit "R" referred to in the
affidavit of Natalie Fulton #5
sworn before me at Vancouver
this 8 day of June, 2015

A Commissioner for taking Affidavits
for British Columbia

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 for their losses and legal fees, 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 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. The agreement is not an admission by Teck Metals or Towers of any wrongdoing.

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 \$♦.

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 Mogeran

A handwritten signature in blue ink, appearing to read "J.J. Camp", is placed over a light blue rectangular background.

J.J. Camp, Q.C.

JJC