

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

**NOTICE OF APPLICATION
RE: APPROVAL OF DISTRIBUTION PLAN AND
APPOINTMENT OF CLAIMS ADMINISTRATOR AND
FEES FOR ADMINISTRATOR**

Name of Applicants: Plaintiffs, James Weldon and Leonard Bleier

TO: the Defendants, Teck Metals Ltd. and Towers Perrin Inc.

AND TO: Agrium, Inc.

AND TO: their solicitors

TAKE NOTICE that an application will be made by the applicants to the Honourable Mr. Justice N. Smith at the courthouse at 800 Smithe Street, Vancouver, B.C. V6Z 2E1 on 24/Jul/2015 at 10:00 a.m. for the order set out in Part 1 below.

PART 1: ORDERS SOUGHT

1. orders pertaining to approval of the Settlement Administration and Distribution Plan, appointing CFM as claims administrator and providing for the payment of a fee to CFM as claims administrator, substantially in the form attached as **Schedule “1”** to this notice of application; and
2. such further and other relief as counsel may request and this Honourable Court deem just.

PART 2: FACTUAL BASIS

3. Class Counsel have expended considerable resources to develop the Settlement Administration and Distribution Plan (the “Distribution Plan”). Throughout, Class Counsel’s guiding principle has been fairly balancing the interests of class members and providing for recovery for their losses to the extent reasonably possible.

Affidavit #2 of Jennifer Winstanley made on July 15, 2015 [“Winstanley # 2”] at para. 3.

4. This application is brought for approval of the Distribution Plan, appointment of Camp Fiorante Matthews Mogerman (“CFM”) as claims administrator under the Distribution Plan, and payment of a fee to CFM as claims administrator. This application is brought in conjunction with applications for approval of:
 - (a) a settlement agreement (the “Settlement Agreement” and the “Settlement Application”);
 - (b) Class Counsel’s fees and disbursements (the “Fees Application”); and
 - (c) honoraria for the two representative plaintiffs (the “Honoraria Application”; collectively, the “Applications”).

Overview of the Distribution Plan

5. Class Counsel worked with actuary experts to design the Distribution Plan. Class Counsel also consulted with the representative plaintiffs, who support the Distribution Plan.

Winstanley #2 at para 4.

6. The basic principle behind the Distribution Plan is that each class member receiving a share (defined below at paragraph 12 as the "Claimants") should get a share that is based on their losses, determined as follows:

- (a) the difference between:
- (i) the value of the defined benefits that the class member would have if he or she had stayed in the defined benefit pension plan (the "DB 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 (the "DC Plan") account on the same date
- with both (i) and (ii) estimated by Class Counsel and actuarial experts;
- (b) Class Counsel's assessment of how certain risks, discussed in more detail below, 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.

Winstanley #2 at para 5.

7. On the assumption that the Court grants the Applications, Class Counsel have calculated each Claimant's share. As will be discussed in more detail below, there are Claimants for whom Class Counsel propose to allocate a flat amount of

\$0 or \$500 each. In the result, the Claimants are approximately evenly divided among four categories:

Claimants receiving \$0 (No-Loss Claimants)	115
Claimants receiving \$500 (Small Loss Claimants)	98
Claimants receiving \$501-\$10,000	111
Claimants Receiving over \$10,000	105

Winstanley #2 at para 6.

8. The Claimant with the largest share will receive slightly more than \$22,000.

Winstanley #2 at Exhibit B, p.25.

Claimants

9. In December 2014 and January 2015, Class Counsel sent a notice letter to all class members for whom we had or could obtain addresses (the "Claim Form Notice"). The Claim Form Notice enclosed a claim form, and advised class members that they would not be entitled to share in the settlement funds if they did not send a completed claim form to Class Counsel by January 31, 2015.

Winstanley #2 at para 7.

10. 423 claim forms were received by Class Counsel by January 31, 2015, thirteen of which were sent by class members resident out of BC (the "Late Opt Ins"). A further nine claim forms were submitted by class members after the January 31 deadline (the "Late Claimants"). The Court tentatively approved the inclusion of the Late Opt Ins and the Late Claimants by order dated June 15, 2015, subject to any objections from timely Claimants.

Winstanley #2 at paras 8, 12 and 14.

11. Class Counsel has not received any objections regarding the Late Opt Ins or Late Claim Forms.

Winstanley #2 at para 15.

12. Four Timely Claimants were inadvertently omitted from CFM's list of Timely Claimants (the "Missed Claimants"). That is, CFM received their claim forms before the deadline but did not add the Missed Claimants' names to the spreadsheet in which CFM was tracking forms received. Once CFM realized that some Claim Forms had been omitted, CFM carried out a careful review of our records to ensure that all Timely Claimants were included in the spreadsheet. Only the four Missed Claimants were identified.

Winstanley #2 at para 9.

13. The four Missed Claimants have been added into CFM's spreadsheet and otherwise included in the distribution calculations as if they had been entered into the spreadsheet when their forms were received. However, evidence has also come to light suggesting that one of the Missed Claimants is not a class member. Class Counsel are investigating this question and will report to the Court.

Winstanley #2 at paras 10 and 11.

14. The inclusion of the Missed Claimants, with or without the individual who may not be a class member, does not materially impact the amounts which the balance of the Timely Claimants will receive from the settlement funds.

Winstanley #2 at para 11.

15. Class Counsel propose to distribute the settlement funds only among those class members who submitted claim forms, including the Late Claimants, the Late Opt Ins and the Missed Claimants (the "Claimants").

Winstanley #2 at para 16.

Calculation Methodology

16. The calculation described in paragraph 6(a) is detailed, but it remains an estimate. The goal of Class Counsel and the actuaries was to calculate

Claimants' shares with as much accuracy as reasonably possible, but also bearing in mind the legal requirements that class members act reasonably and mitigate their damages, and the practical realities and costs of calculating each claim individually. The result of this calculation is each Claimant's gross loss.

Winstanley #2 at para 18.

17. Class Counsel and the actuaries therefore carried out the calculations based on a mix of assumptions, averages and individualized data for each Claimant.

Winstanley #2 at para 19.

18. The Claimants' employers (or former employers), the current defendant Teck Metals Ltd. ("Teck Metals") and former defendant Agrium Inc. ("Agrium") provided Class Counsel with the following personalized data for each Claimant:

- (a) their employee ID number;
- (b) their date of birth;
- (c) the status of their employment with Teck Metals or Agrium;
- (d) if they are no longer employed by Teck Metals or Agrium, the date on which their employment terminated;
- (e) their pensionable earnings in 1992;
- (f) their years of service as at December 31, 1992; and
- (g) their initial account value ("IAV") on conversion to the defined contribution pension plan

(the "Individualized Data").

Winstanley #2 at para 20.

19. Teck Metals provided the Individualized Data pursuant to the Settlement Agreement. Since Agrium is neither a party to the Settlement Agreement nor a current defendant, it has requested, and Class Counsel are seeking, an order for

its protection under s. 18 of the *Personal Information Protection Act*, S.B.C. 2003, c. 63.

Winstanley #2 at para 21.

20. The major assumptions made, and the reasons for them, are:
- (a) that salaries from 1992 forward increased to match the Average Industrial Wage Index (this is the most widely used measure of salaries and wages in Canada, used in many contexts including by the CPP);
 - (b) that all DC Plan funds were invested in the PH&N "Balanced Trust" Fund (because the law requires Claimants to invest reasonably, and this was the recommended and most reasonable fund available to Claimants); and
 - (c) generally, the actuary experts used the methods and assumptions prescribed by the Canadian Institute of Actuaries (because their methods and assumptions are the universal standard for these types of calculations).

Winstanley #2 at para 22.

21. The major averaging involved placing Claimants in groups for age and years of service in five-year brackets, and averaging salaries within those brackets.

Winstanley #2 at para 23.

No-Loss Claimants

22. Once Class Counsel and the actuaries carried out the calculation described in paragraph 6(a), it became apparent that some class members did not suffer any loss (the "No-Loss Claimants"). That is, the projected balance in their DC Plan account was higher than the value of the defined benefits they would have received if they had stayed in the DB Plan.

Winstanley #2 at para 24.

23. To determine who the No-Loss Claimants were, the actuaries performed a calculation of the ratio (the "Gross Claim Ratio"), set out as a percentage, that expresses the difference between:

- (a) the value of the defined benefits that each Claimant would have if they had remained in the DB Plan, and
- (b) the projected balance in each Claimant's DC Plan account.

Winstanley #2 at para 25.

24. The Gross Claim Ratios range from highs over 300% to lows around 50%. A Gross Claim Ratio over 100% indicates that the claimant did better under the DC Plan than they would have done under the DB Plan.

Winstanley #2 at para 26 and Exhibit A..

25. Nonetheless, because the calculations are estimates, Class Counsel consider it appropriate to pay a share of the settlement funds to Claimants who are near the boundary of having suffered a loss. This allows Class Counsel and the Court to be reasonably certain that only class members who suffered no loss are receiving \$0. As a result, Class Counsel propose to pay \$0 (representing no loss) only to those Claimants whose Gross Loss Index is 125% or higher.

Winstanley #2 at para 27.

The Impact of Risks on Claimants

26. This action alleged that the defendants misrepresented the benefits of converting from the DB Plan to the DC Plan, and that as a result class members lost money. To the extent that the action is based on misrepresentation, to be successful at trial, class members would have had to prove reliance on the misrepresentations.

Winstanley #2 at para 29.

27. At the time of the conversion, class members were at different stages of life. They varied from those who were young with only a few years of service, to those who were nearing retirement and had spent their entire career with Teck Metals. Based on these inputs and actuarial experience with other plan

conversions, in Class Counsel's opinion, it was more reasonable for young class members to convert. As a result, the likelihood that young class members would be able to prove reliance was low. In contrast, it was less reasonable for old class members to convert, and so they would be more likely to be able to prove reliance.

Winstanley #2 at para 30.

28. Because of the way this risk varies, Class Counsel consider it more fair for older Claimants to receive a higher proportion of their gross losses than younger class members. The Distribution Plan achieves this by applying risk adjustment percentages to each Claimant's gross loss that vary by age, again in five-year brackets. This is the step described in paragraph 6(b). This calculation also reflects the difference between Towers' anticipated conversion rate and the actual conversion experience.

Winstanley #2 at para 31.

29. Claimants who ended their employment prior to September 30, 2014 will also have pre-judgment interest added to their claim amount.

Winstanley #2 at para 32.

Pro-Rating

30. Carrying out the calculations described in paragraph 6(a) and applying the risk percentages described in paragraph 6(b) results in total adjusted losses to Claimants of slightly more than \$6 million. Since this is more than the available funds, all claims were pro-rated down to fit within the available funds.

Winstanley #2 at para 33.

Small Loss Claimants

31. For some Claimants, the result of all of the calculations and adjustments is a very small claim (the "Small Loss Claimants"). Class Counsel consider paying Claimants less than \$500 to be both uneconomical and generally undesirable. As a result, Class Counsel propose that \$500 be the minimum payment amount for all Claimants except the No-Loss Claimants. This amount provides a benefit to

the Small Loss Claimants without unduly impacting the shares of Claimants who suffered large losses.

Winstanley #2 at para 34.

Class Member Response to Distribution Plan

32. The representative plaintiffs approve of the Distribution Plan and ask the Court to approve it.

Weldon #4 at paras. 54 and 58-59.

Bleier #3 at paras 29 and 33-34.

33. Notice of the Court hearing to approve the Distribution Plan was sent by regular mail/email on June 16, 2015 (the "Approval Notice"). The notice was sent to the Missed Claimants on July 13, 2015. The notice was also posted to Class Counsel's respective websites on June 16, 2015, along with an extensive FAQ page.

Winstanley #2 at para 35.

34. On June 24, 2015, Class Counsel held a "town hall" meeting by webinar. Approximately 68 Claimants attended at least part of the webinar. During the webinar, which lasted nearly two hours, Class Counsel explained the central terms of the Settlement Agreement and the Distribution Plan and answered Claimants' questions.

Winstanley #1 at para 35.

35. The deadline for objections is July 17, 2015. As of July 15, 2015, Class Counsel had received four objection letters from class members, all of which deal with the Distribution Plan. Class Counsel will prepare a separate report dealing with the objections.

Winstanley #2 at para 35 and 36.

36. Class Counsel have also received a number of emails from Claimants supporting the Distribution Plan.

Winstanley #2 at para 37.

Claims Administrator

37. Class Counsel recommends that CFM be appointed as claims administrator. Class Counsel sought a bid from a firm that specializes in claims administration. On review of that bid, it became apparent that in the context of this action, Class Counsel would need to remain very involved in the administration. As a result, it was not cost-effective to appoint an independent claims administrator.

Winstanley #2 at para 40.

38. CFM has been appointed claims administrator in other Canadian class actions.

Winstanley #2 at para 41.

39. The fee of \$250,000 plus taxes that CFM is seeking as claims administrator is less than the fee that the independent claims administrator quoted. The fee will be shared with co-counsel.

Winstanley #2 at para 42.

PART 3: LEGAL BASIS

Approval of Distribution Plan

40. The *Class Proceedings Act* contains tools to facilitate the distribution of recoveries achieved in class action litigation. While those legislative tools focus on distribution of awards at the conclusion of contested proceedings, guidance can be taken from those provisions for the purposes of distributing recoveries achieved by settlement. Generally speaking, the statutory provisions permit and facilitate the flexible and efficient delivery of litigation recoveries to class members. In particular, they grant the Court broad discretion to "direct any means of distribution [of a judgment]...that it considers appropriate".

Class Proceedings Act, R.S.B.C. 1996, c. 50 at s. 33(1) [CPA].

41. There are also provisions which broadly authorize the use of a number of efficient procedures to minimize burdens on class members such as:

(a) the payment of awards on an average or proportional basis;

- (b) the use of individual claims processes using standardized claims forms; and
- (c) the payment of awards in a manner that may reasonably be expected to benefit class members.

CPA ss. 31-33.

The Test for Approval is Reasonableness, not Perfection

42. As Masuhara J. recently held, “the approach of Canadian courts is to examine whether a proposed distribution is reasonable, fair, economical, and practical on the facts of each particular case.” A distribution “consistent” with the underlying facts is “equitable”.

Pro-Sys Consultants Ltd. v. Infineon Technologies AG, 2014 BCSC 1936 at para. 34;

Ontario Hospital Association v. Summers, 2010 ONSC 4497 at para. 31 [*Ontario Hospital*].

see also *Abdulrahim v. Air France*, 2009 CanLII 72086 at para. 26 (Ont. S.C.), (distribution was anticipated to achieve “a fair distribution of the settlement funds, efficiently and economically”).

43. In the US jurisprudence on distribution approval, there is substantial authority that distribution plans need not be, and cannot be, perfect. Nor must they be optimal from the perspective of each and every potential claimant. In many cases, if not in most cases, perfection to everyone’s satisfaction is unattainable. Further, a plan that reimburses class members based on the type and extent of their injuries is generally reasonable.

In re Cendant Corp. Sec. Litig., 109 F. Supp. 2d 235, 272 (D.N.J. 2000), aff’d, 264 F.3d 201 (3d Cir.), cert. denied, 535 U.S. 929 (2002);

In re Warfarin Sodium Antitrust Litigation, 212 F.R.D. 231, 258 (E.D. Del. 2002), aff’d, 391 F.3d 516, 534 (3d Cir. 2004);

In re Lucent Tech., Inc. Sec. Litig., 307 F. Supp. 2d at 649.

44. In Canada, in the context of settlement approval, the case law is clear that fairness and reasonableness are not a “standard of perfection”. Class Counsel

submit that the same standard should be applied to approval of distributions in Canada.

Abdulrahim at para. 8

45. There is rarely only one way of distributing settlement funds that qualifies as appropriate under any given set of circumstances. Accordingly, the selection of a distribution method or plan should not require that all other possible means of distributing the settlement funds be rejected as inadequate or unreasonable, only that the method that is selected by the parties and the court be fundamentally fair and practicable.
46. The Court should consider objections raised by class members. Yet, although objections based on individual circumstances are emotionally compelling, as a matter of law the court must focus on whether the distribution “is fair and reasonable and in the best interests of the class as a whole, not whether it is the best possible” for each individual class member. Where objectors propose alternative distribution plans, the Court should take into account whether the proposed alternative benefits the objector over other members of the class.

Stanway v. Wyeth Canada, 2015 BCSC 983 at paras. 44-45;

Fraser v. Falconbridge (2002), 24 C.P.C. (5th) 396 (Ont. S.C.J.) at paras. 11-15 [*Fraser*];

Mont-Bleu Ford Inc. v. Ford Motor Co. of Canada (2004), 45 C.P.C. (5th) 292 (Ont. S.C.J.) at paras. 41-55.

The Recommendations and Experience of Counsel Should be Given Weight

47. The experience of counsel working out a settlement in an adversarial context favours approval. Class Counsel submit that the recommendation of experienced counsel with regard to the distribution plan should be given similar weight.

Carom v. Bre-X Minerals Ltd., 2014 ONSC 2507 at paras. 100 and 133-139;

Ford v. F.Hoffman-LaRoche Ltd., 2005 CanLII 8751 (Ont. S.C.);

In re Marsh ERISA Litig., 265 F.R.D. 128, 145-46 (S.D.N.Y. 2010).

48. Class Counsel in this proceeding have been responsible for the distribution of settlement proceeds in many prior class actions, including pension and life insurance class actions.

Winstanley #2 at para 38.

49. In the US, the “adequacy of an allocation plan ordinarily ‘turns on whether counsel has properly apprised itself of the merits of all claims, and whether the proposed apportionment is fair and reasonable in light of that information’”.

Law v. NCAA, 108 F. Supp. 2d 1193, 1196 (D. Kan. 2000).

The Distribution Plan Meets the Legal Test

50. Class Counsel retained actuary experts to assist in developing the distribution plan. Class Counsel also consulted with the representative plaintiffs.

Winstanley #2 at para 4.

51. Each Claimant’s share in the settlement has been determined on the basis of individualized information, combined with certain averages and assumptions. Class Counsel then applied risk adjustment percentages to reflect the different risks faced by different class members, particularly with regard to their likely ability to prove reliance on the misrepresentations.

52. The Distribution Plan also accommodates the realities that the losses of claimants vary from no loss, through very small losses, to very large losses. Class Counsel were careful to apprise themselves of the merits of all the Claimants’ claims, and to distribute funds in a way that was fair and reasonable in light of them.

53. The Distribution Plan is therefore “consistent” with the underlying facts and “equitable”.

Ontario Hospital at para. 31.

54. The Distribution Plan may not be perfect in the eyes of every Claimant. Indeed, the objections received suggest that it is not. However, to design a perfect plan for all Claimants would not be practically or financially feasible.

55. This case also bears a resemblance to *Fraser*. In *Fraser*, the claim alleged causes of action relating to the winding-up of a retirement income plan and its replacement by a group RSP. The defendants raised vigorous defences, including a limitations defence. The settlement was reached on the eve of trial. The plaintiffs sought advice on the distribution plan from Mr. Eadie, the actuary who had provided expert evidence throughout the litigation. Mr. Eadie proposed the transfer value as the basis for distribution. A group of class members objected to the distribution plan and proposed a different approach, the years of service formula.

Fraser, supra.

56. Winkler J., as he then was, placed substantial weight on the recommendation from the plaintiffs' actuary. He further noted that the objectors' proposed distribution worked to their advantage, while disadvantaging the balance of the class.

Fraser at para. 12.

57. Further, Class Counsel are all highly experienced in class actions generally, and recommend the Distribution Plan. As noted above, this points in favour of approving the Distribution Plan.

Winstanley #2 at paras 38 and 39.

58. Based on the evidence underlying the Distribution Plan, and the process by which the Distribution Plan was developed, the representative plaintiffs and Class Counsel submit that the Distribution Plan is "reasonable, fair, economical, and practical on the facts of" this case and that it should be approved.

Winstanley #2 at paras 3 and 39.

Weldon #4 at para 61.

Bleier #3 at para. 36.

Appointment of Claims Administrator

59. CFM is an experienced class actions firm. CFM also has specific experience in administering class actions similar in scope to this action. To retain an

independent claims administrator would not be cost effective in the circumstances of this action.

Winstanley #2 at para 38 and 40.

60. The fee that CFM is seeking as claims administrator is less than the fee quoted by an independent claims administrator.

Winstanley #2 at para 42.

Privacy Act Protection for Agrium

61. Under s. 18 of the *Personal Information Protection Act*, an organization may disclose an individual's personal information without their consent in situations including the following

(i) the disclosure is for the purpose of complying with a subpoena, warrant or order issued or made by a court, person or body with jurisdiction to compel the production of personal information,

... [and]

(o) the disclosure is required or authorized by law....

62. "Personal information" is defined in s. 1 as "information about an identifiable individual". The Individualized Data falls within that definition.

63. An order of this Court authorizing Agrium to disclose the Individualized Data for its current and former employees would bring Agrium within both s. 18(i) and (o).

64. Class Counsel have spoken with many of the Claimants about their Individualized Data. In most cases, Claimants have not retained records from 1992 which provide their pensionable earnings, initial account values, or exact years of service.

Winstanley #2 at para 43.

65. Approximately 150 of the Claimants are or were Agrium employees. Without Agrium's agreement to provide the Individualized Data, Class Counsel would not have been able to create or execute the Distribution Plan.

Winstanley #2 at para 44.

66. The Claim Form Notice advised class members that Agrium and Teck Metals would be providing the Individualized Data to Class Counsel. No Claimant has objected to Agrium providing the Individualized Data to Class Counsel.
67. While it is unlikely that any Claimant will bring a complaint against Agrium for disclosure of personal information, it is a possibility. Given that Claimants were advised that Agrium would be providing this data and that Agrium's agreement to provide the Individualized Data permitted the Distribution Plan to be constructed, Class Counsel submit that Agrium should be given the protection of s. 18.

PART 4: MATERIAL TO BE RELIED ON

68. Affidavit of Jennifer Winstanley #1 made on July 15, 2015.
69. Affidavit of Jennifer Winstanley #2 made on July 15, 2015.
70. Affidavit of James Weldon #4 made on July 10, 2015.
71. Affidavit of Leonard Bleier # 3 made on July 13, 2015.
72. Such further and other material as counsel may advise and this Honourable Court may permit.

The applicant estimates that the application will take one hour.

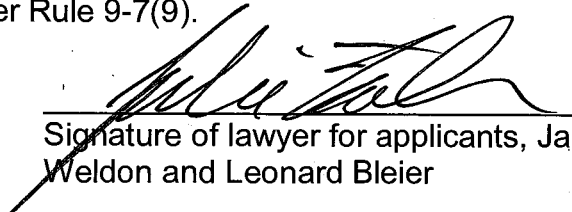
- This matter is within the jurisdiction of a master.
- This matter is not within the jurisdiction of a master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application

- (a) file an application response in Form 33,

- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: 15/Jul/2015


Signature of lawyer for applicants, James
Weldon and Leonard Bleier

Julie R. Facchin

To be completed by the court only:

Order made

in the terms requested in paragraphs of Part 1 of this notice of application

with the following variations and additional terms:

.....

.....

.....

Date:

Signature of Judge Master

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts

SCHEDULE 1

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

ORDER MADE AFTER APPLICATION APPROVAL OF DISTRIBUTION PROTOCOL AND APPOINTMENT OF CLAIMS ADMINISTRATOR

BEFORE THE HONOURABLE MR. JUSTICE N. SMITH) 24/Jul/2015)

ON THE APPLICATION of the plaintiffs, James Weldon and Leonard Bleier, coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on 24/Jul/2015, and on hearing JJ Camp, Q.C. and Julie Facchin, counsel for the plaintiffs; Geoffrey Gomery, Q.C., counsel for the defendant, Teck Metals Ltd.; and Hein Poulus, Q.C. and Michael Bromm, counsel for the defendant, Towers Perrin Inc.; and Craig Ferris for Agrium, Inc.; and on reading the materials filed;

THIS COURT ORDERS that:

1. The definitions set out in the Settlement Administration and Distribution Plan (the "Plan") attached to this order as **Schedule "A"** apply to and are incorporated into this order;
2. Camp Fiorante Matthews Mogerman ("CFM") is hereby appointed as Claims Administrator under the Plan;
3. the Plan shall govern the administration of the settlement agreement with the defendants, Teck Metals Ltd. and Towers Perrin Inc., dated October 31, 2014 (the "Settlement Agreement");
4. CFM's fee of \$250,000 to act as Claims Administrator, referenced in the Plan attached as **Schedule "A"** to this order, is hereby approved;
5. the fees and disbursements of the Claims Administrator shall be paid from the settlement amount paid in accordance with the Settlement Agreement (the "Settlement Amount");
6. the Settlement Amount, plus accrued interest and less the fees and disbursements of Class Counsel as approved by the Courts and the Claims Administrator's fees and disbursement (the "Settlement Funds") shall be distributed by the Claims Administrator in accordance with the Plan;
7. Agrium Inc. is authorized to disclose the following personal information regarding its current and former employees who are Claimants pursuant to s. 18 of the *Personal Information Protection Act*, S.B.C. 2003, c. 63:
 - (a) their employee ID number;
 - (b) their date of birth;
 - (c) the status of their employment with Agrium Inc.;
 - (d) if they are no longer employed by Agrium Inc., the date on which their employment terminated;

- (e) their pensionable earnings in 1992;
- (f) their years of service as at December 31, 1992; and
- (g) their initial account value ("IAV") on conversion to the defined contribution pension plan;

8. all information provided by claimants as part of the claims process is collected, used, and retained by the Claims Administrator, Class Counsel and their agents pursuant to the applicable privacy laws for the purposes of administering the Settlement Agreement, including evaluating the claimant's eligibility status under the Settlement Agreement. The information provided by the claimant shall be treated as private and confidential and shall not be disclosed without the express written consent of the claimant, except in accordance with the Plan and/or the order of the British Columbia Courts;

9. endorsement of this order by counsel for the defendants is dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for the plaintiffs

J.J. Camp, Q.C.

By the Court

Registrar

SCHEDULE A

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 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.

	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		

**Age in
1992**

**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%	78%	74%	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%	79%	75%	75%	69%	65%	59%	58%	61%	63%
504	226%	220%	215%	200%	183%	171%	165%	161%	156%	150%	139%	129%	117%	102%	86%	81%	81%	75%	70%	65%	64%	66%	69%
505	218%	213%	207%	194%	177%	166%	160%	157%	153%	147%	137%	127%	116%	102%	87%	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%	74%	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%	84%	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

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%

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

ORDER MADE AFTER APPLICATION

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