

**AMENDED SCHEDULE "A"**

1. The Defendant, Rogers Wireless Inc. ("Rogers"), denies each and every allegation in the Plaintiff's pleadings except as specifically stated hereafter.
2. Rogers is incorporated pursuant to the laws of Canada, with its registered head office in the City of St. Laurent, Quebec. Rogers is licensed by Industry Canada to carry on a cellular radio-telephone business throughout Canada.

**Action is Barred by Settlement Agreement**

3. The issues in dispute between the Plaintiff and Rogers have been settled and this action is barred by a settlement agreement between the parties.
4. On or about October 4, 2005, Rogers initiated settlement negotiations to which the Plaintiff did not respond.
5. On December 17, 2005, Rogers contacted the Plaintiff and presented an offer to settle to address all of the issues between the parties, including payment of the Plaintiff's court filing costs.
6. By letter dated December 18, 2005, the Plaintiff presented a counteroffer to settle upon payment of at least \$139,867.10. Attached as Exhibit "A" is a copy of the letter dated December 18, 2005.
7. By letter dated January 25, 2006, Rogers presented an offer to settle upon payment of \$5,309.60, which funds were comprised of \$309.60 for special damages and \$5,000 in general damages as a good faith gesture. Attached as Exhibit "B" is a copy of the letter dated January 25, 2006.
8. In accordance with Rogers's offer to settle, Rogers mailed settlement funds to the Plaintiff by way of an uncertified cheque in the amount of \$5,309.60.
9. The Plaintiff accepted the offer. The Plaintiff accepted the settlement funds and withdrew the funds from Rogers's account in full satisfaction of the claim.

**The Governing Contract Limited the Liability of Rogers**

10. With respect to the Plaintiff's allegations that Rogers is liable to the Plaintiff for any losses, the Plaintiff and Rogers entered into a valid contractual relationship that governs the rights and obligations of the parties, which precludes Rogers's liability for any damages or losses that are the subject matter of this action.