

3. On or about December 17, 2005, after learning of the situation, Edward S. Rogers, who is a director and Vice Chairman of Rogers Wireless, contacted the plaintiff via telephone to offer his personal apology. He agreed to have a meeting with her, and further agreed that Rogers Wireless would forgive the disputed charges on her account, and that her out-of-pocket expenses would be paid. Following Mr. Rogers' conversation with the plaintiff, Rogers Wireless caused the outstanding balance on the plaintiff's account to be cleared, and sent an uncertified cheque (#6100000510) in the amount of \$5,309.60 to the plaintiff by way of letter dated January 25, 2006. The plaintiff caused the cheque to be certified and, as a result, the funds were withdrawn from the account of Rogers Wireless. Rogers Wireless expected that the acceptance of such payment had settled the claim. However, since that time, the plaintiff has added Edward S. Rogers as a co-defendant to the Action and amended her claim to \$10,000.

Affidavit of Jan Innes, paragraphs 3, 4, 5 and 6.

4. The plaintiff's website indicates that her net proceeds from the Action would be donated to charity. As a result, Rogers Wireless wishes to pay the balance of the plaintiff's claim and conclude this litigation.

Affidavit of Jan Innes, paragraph 7.

5. On October 4, 2006, Lang Michener LLP, the solicitors for Rogers Wireless, sent a with prejudice offer to settle to the plaintiff indicating that Rogers Wireless was willing to pay an additional \$5,000 to the plaintiff in settlement of the Action. Such offer has not been accepted by the plaintiff.

Affidavit of Jan Innes, paragraphs 8 and 9.