

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF NORTEL NETWORKS CORPORATION, NORTEL NETWORKS LIMITED,
NORTEL NETWORKS GLOBAL CORPORATION, NORTEL NETWORKS
INTERNATIONAL CORPORATION AND NORTEL NETWORKS
TECHNOLOGY CORPORATION**

**APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

ENDORSEMENT OF JUSTICE MORAWETZ

Mr. Jacques, on behalf of the Nortel Continuing Canadian Employees (NCCE) seeks clarification in respect of the Mandate of Representative Counsel (paragraph 16 of July 22/09 endorsement). The July 22/09 endorsement resulted in a formal order which was entered on August 4/09. Paragraph 3 of the Order sets out the limited Mandate. Counsel has been appointed to provide advice and representation with respect to NCCEs' employment – related claims and potential claims in the Proceedings.

Paragraph 4 of the Order also references claims in the Proceedings.

Paragraph 5 of the Order provides that Nortel is responsible for the fees of Representative Counsel in carrying out the Mandate.

Mr. Jacques indicated that a number of concerns have arisen out of the offers of employment provided by Ericsson that, in his view, requires further review. However, this type of review relates to matters as between Ericsson and potential employees which is beyond the scope of the Mandate. Individual employees can retain NS if they wish to do so and in the way any concerns arising out of the offer of employment can be addressed - but Nortel is not to be responsible for these services as they are beyond the scope of the Mandate.

The costs incurred by Representative Counsel in respect of this attendance are not covered by the Mandate.

Dated: September 9, 2009