

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

SOUTH VANCOUVER CARD COMPANY

PLAINTIFF

AND:

**STONE CONTAINER CORP., JEFFERSON SMURFIT CORP., SMURFIT-
STONE CONTAINER CORP., SMURFIT-MBI, formerly known as
MACMILLAN BATHURST, UNION CAMP CORP., INTERNATIONAL
PAPER CO., INTERNATIONAL PAPER CANADA, INC., also known as
INTERNATIONAL PAPER LTD. – CANADA, GEORGIA PACIFIC CORP.,
GEORGIA-PACIFIC CANADA, INC., WEYERHAEUSER PAPER CO.,
WEYERHAEUSER COMPANY, WEYERHAEUSER COMPANY LIMITED,
formerly known as WEYERHAEUSER CANADA LTD., TEMPLE-INLAND
INC., INLAND PAPERBOARD AND PACKAGING, INC., GAYLORD
CONTAINER CORP., TENNECO, INC., TENNECO PACKAGING, and
PACKAGING CORPORATION OF AMERICA**

DEFENDANTS

Brought under the *Class Proceedings Act*

AFFIDAVIT OF GORDON MCDONALD

I, Gordon McDonald, in the City of Chilliwack, Province of British Columbia, MAKE
OATH AND SAY AS FOLLOWS:

1. I am a partner of South Vancouver Card Company (the "Company"), the plaintiff in the within action, and as such have knowledge of the matters hereafter deposed to and which I believe are true.

Certification and Settlement Approval

2. The Company retained Alexander Holburn Beaudin & Lang LLP and Siskind, Cromarty, Ivey & Dowler LLP (together, "Class Counsel") to commence an action with respect to the alleged conspiracy among the Defendants to artificially and illegally increase the price of linerboard and/or corrugated sheets and/or corrugated boxes. In the absence of

this class proceeding, the Company would not have commenced litigation against the Defendants due to concerns regarding the expense associated with such complex litigation.

3. The Company is a wholesaler and retailer of trading cards. Between 1993 and 1995, the Company purchased various corrugated cardboard products for using in shipping its product throughout North America.
4. I understand that three separate settlements have been reached with Defendants in these proceedings as well as covering parallel proceedings in Ontario and Quebec (collectively "Settlement Agreements"):
 - (a) The first settlement agreement, entered into between the Plaintiff and the Defendants Union Camp Corp., International Paper Co., International Paper Canada, Inc., also known as International Paper Ltd.–Canada, Georgia Pacific Corp., Georgia Pacific Canada, Inc., Weyerhaeuser Company and Tenneco Packaging ("Main Settlement Agreement") was executed on December 1, 2005.
 - (b) The second settlement agreement, entered into between the Plaintiff and the Defendants Temple-Inland Inc., Inland Paperboard and Packaging, Inc., and Gaylord Container Inc. ("Temple-Inland Settlement Agreement") was executed on March 29, 2006.
 - (c) The third settlement agreement, entered into between the Plaintiffs and the Defendants Stone Container Corp., Jefferson Smurfit Corp., Smurfit-Stone Container Corp., Smurfit-MBI, formerly known as Macmillan Bathurst and Roger Stone (who is a Defendant in the Ontario proceeding) (the "Stone Settlement Agreement") was executed on May 25, 2006.
5. Class Counsel has explained the terms of the Settlement Agreements to me and I understand the settlements have to be approved by the Courts in British Columbia, Ontario and Quebec.

6. I understand that the Main Settlement Agreement provides for a payment of CDN\$935,528 that the Temple-Inland Settlement Agreement provides for a payment of US\$20,000 and that the Stone Settlement Agreement provides for a payment of US\$830,000. I also understand that as part of the settlements, the Temple-Inland Defendants agreed to co-operate with Class Counsel in prosecuting the action against the remaining Defendants who had not settled at that time.
7. I appreciate that this action raises complex and novel factual and legal matters and that the actions in Ontario, British Columbia and Quebec were being vigorously defended by the Defendants.
8. I have reviewed the proposed class definition set out in the proposed orders approving settlement and can state that the Company would be included as a class member within that definition.
9. I believe that the Company will fairly and adequately represent the interests of the members of the proposed class. I do not believe that the Company's interests are in conflict with those of other members of the class on the proposed common issue.
10. I have instructed Class Counsel to seek approval of the Settlement Agreements with the Defendants.

Distribution Protocol


11. Class Counsel has explained the proposed distribution protocol to me. I understand that because of the size of the settlements and because the Company was not a direct purchaser of Corrugated Material Products during the Class Period (as defined in the Settlement Agreements), the Company will not be receiving a direct financial benefit from the settlements.

12. Notwithstanding this fact, I am satisfied that the distribution protocol is reasonable in the circumstances.

13. I make this affidavit in support of the motions for an order that the within proceedings be certified as against the Defendants and for the approval of the settlement agreements and for no other or improper purpose.

SWORN BEFORE ME at the City of)
Vancouver, in the Province of British)
Columbia, this 15th day of June, 2006.)

A Notary Public in and for the Province)
of British Columbia)



Gordon McDonald

TODD R. DAVIES
Barrister & Solicitor
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