

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*

**NOTICE OF MOTION**

TO: The Defendants  
AND TO: Their Solicitors

TAKE NOTICE that an application will be made by the Plaintiff to the case management judge, Mr. Justice Pitfield, at the courthouse, 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia, **on Wednesday, June 21, 2006 at 10:00 a.m.**, for:

1. an Order in the form attached hereto as Appendix "A" approving the settlement 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, Weyerhaeuser Company Limited, formerly known as Weyerhaeuser Canada Ltd., Weyerhaeuser Paper Co. (a division of Weyerhaeuser Company), Packaging Corporation of America, Pactiv, formerly known as Tenneco Packaging, Inc. (and incorrectly named as Tenneco Packaging) and Tenneco Automotive, formerly known as Tenneco, Inc.;
2. an Order in the form attached hereto as Appendix "B" approving the settlement between the Plaintiff and the Defendants, Temple-Inland Inc., Inland Paperboard and Packaging, Inc. and Gaylord Container Corp.;
3. an Order in the form attached hereto as Appendix "C" approving the settlement between the Plaintiff and the Defendants, Stone Container Corp., Jefferson Smurfit Corp., Smurfit-Stone Container Corp., Smurfit-MBI and Roger Stone; and

4. such further and other relief as counsel may request and as this Honourable Court may deem just.

The applicant will rely on section 35 of the *Class Proceedings Act*.

At the hearing of the application, the applicant will rely on the following affidavit and other documents:

1. Affidavit of Gordon McDonald sworn June 15, 2006;
2. Affidavit of Michael G. Robb sworn June 16, 2006; and
3. Amended Statement of Claim.

The applicant estimates that the application will take 2 hours.

If you wish to receive notice of the time and date of hearing or to respond to the application, you must, within the proper time for response,

- (a) deliver to the applicant
  - (i) 2 copies of a response in Form 124, and
  - (ii) 2 copies of each of the affidavits and other documents, not already in the court file, on which you intend to rely at the hearing, and
- (b) deliver to every other party of record
  - (i) one copy of a response in Form 124, and
  - (ii) one copy of each affidavit and other document, not already in the court file, on which you intend to rely at the hearing.

#### **TIME FOR RESPONSE**

If the application is for a final judgment under Rule 18A, the response must be delivered on or before the 11th day after the delivery to you of the notice of motion.

In all other cases, the response must be delivered on or before the 8th day after the later of:

- (a) the last date fixed for entry of appearance by you; and
- (b) the date on which the notice of motion was delivered to you.

Dated: June 19, 2006

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Solicitor for the Plaintiff

This Notice of Motion is filed by Todd R. Davies, of the firm Alexander, Holburn, Beaudin & Lang, Barristers & Solicitors, whose place of business and address for service is: 2700 – 700 West Georgia Street, Vancouver, B.C. V7Y 1B8; Telephone: (604) 688-1351. File No. 1102432-TRD01 as agent for counsel for the Plaintiff Siskinds, Cromarty, Ivey and Dowler LLP (Attention: Charles Wright).

**APPENDIX "A"**

No. S053818  
Vancouver Registry

**In the Supreme Court of British Columbia**

B E T W E E N:

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*, R.S.B.C 1996

**ORDER**

BEFORE	) ) ) )	MR. JUSTICE PITFIELD	) ) ) )	Wednesday, the 21 <sup>st</sup> day of June, 2006
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**THIS APPLICATION** of the Plaintiff coming on for hearing on June 21, 2005 at Vancouver, British Columbia pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 (the "Act") for, *inter alia*, an order certifying the within action as a class proceeding for settlement purposes only and approving the settlement agreement,

**AND ON READING** the materials filed, including the "Settlement Agreement", the "Distribution Protocol", the "Notice of Certificate and Settlement Approval" and the "Plan of Dissemination" attached as Exhibits "A", "M", "P" and "Q" respectively to the Affidavit of Michael G. Robb sworn June 16, 2006, the "Opt-Out Form" attached as Exhibit "A" to the Affidavit of Deanna M. Menard sworn June 19, 2006 and on hearing the submissions of counsel for the Plaintiff and counsel for the Defendants,

**THIS COURT ORDERS** that:

1. for the purposes of this Order the following definitions apply and are incorporated into this Order:

- (a) "**Administration Expenses**" means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the representative plaintiff, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices, but excluding Class Counsel Fees.
- (b) "**BC Action**" means this proceeding.
- (c) "**BC Covenantors**" means, jointly and severally, the Plaintiff and the Settlement Class Members and their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.
- (d) "**Class Counsel**" means Siskind, Cromarty, Ivey & Dowler LLP and Alexander, Holburn, Beaudin & Lang.
- (e) "**Class Counsel Fees**" means the fees, disbursements, costs, GST, and other applicable taxes or charges of Class Counsel.
- (f) "**Corrugated Material**" means any grade of paperboard suitable for use as the inner and outer layers of corrugated sheets (also known as linerboard), the fluted inner layer of a corrugated sheet (also known as medium), any combination of medium and linerboard (including corrugated sheets made out of containerboard), and boxes or containers manufactured using corrugated sheets.
- (g) "**Corrugated Material Products**" means Corrugated Material and any products that directly or indirectly contain, include, are packaged in or are derived from Corrugated Material.
- (h) "**Covantees**" means, jointly and severally, the Settling Defendants and all of their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

- (i) **"Defendants"** means the individuals and entities named as defendants in the BC Action.
- (j) **"Non-Settling Defendant"** means a Defendant who is not a Settling Defendant, and includes a Terminating Defendant.
- (k) **"Ontario Action"** means the proceeding in Ontario Superior Court of Justice Court File No. 43669.
- (l) **"Other Class Actions"** means any class action other than the Proceedings that is commenced in Canada prior to the date on which the Ontario Court hears the motion to approve the Settlement Agreement.
- (m) **"Other Actions"** means actions or proceedings, other than the Proceedings, relating to Settled Claims commenced by a Settlement Class Member, and includes Other Class Actions.
- (n) **"Proceedings"** means the Ontario Action, the Quebec Action and the BC Action.
- (o) **"Purchase Period"** means January 1, 1993 to December 31, 1995.
- (p) **"Quebec Action"** means the proceeding in Superior Court of Quebec Court File No. 200-06-000054-059.
- (q) **"Settled Claims"** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, in law, under statute or in equity, that BC Covenantors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct from the beginning of time to the date hereof in respect of the purchase, sale, pricing, discounting, marketing or distributing of Corrugated Material Products in Canada, or relating to any conduct alleged (or which could have been alleged) in the Proceedings, including, without limitation, any such claims which have been asserted, would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of Corrugated Material Products in Canada.
- (r) **"Settlement Class"** has the meaning attributed to it in paragraph 3 of this Order.
- (s) **"Settlement Class Member"** means a member of the Settlement Class who does not validly opt out of the Settlement Class in accordance with this Order.
- (t) **"Settling Defendants"** means 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, Weyerhaeuser Company Limited, formerly known as Weyerhaeuser Canada Ltd.,

Weyerhaeuser Paper Co. (a division of Weyerhaeuser Company), Packaging Corporation of America, Pactiv, formerly known as Tenneco Packaging, Inc. (and incorrectly named as Tenneco Packaging), and Tenneco Automotive, formerly known as Tenneco, Inc., and excludes a Terminating Defendant.

(u) "**Terminating Defendant**" means a Settling Defendant who terminates the Settlement Agreement in accordance with its terms.

2. this action be certified as a class proceeding as against the Settling Defendants for the purpose of settlement only.

3. the Settlement Class be defined as:

All persons in British Columbia who purchased Corrugated Material Products in Canada during the Purchase Period.

4. South Vancouver Card Company be and hereby is appointed as the representative plaintiff for the Settlement Class.

5. the BC Action is certified as a class proceeding for settlement purposes only, on the basis of the following common issue:

Did the Settling Defendants agree to fix, raise, maintain, coordinate or stabilize the prices of, or allocate markets, volumes of sales and customers for, Corrugated Material in Canada during the Purchase Period?

6. the Settlement Agreement, is fair, reasonable and in the best interests of the Settlement Class.

7. the Settlement Agreement is hereby approved and shall be implemented in accordance with its terms except that, with the consent of Class Counsel and the Settling Defendants:

(a) section 1(30) of the Settlement Agreement is amended to add the words "an alleged conspiracy or other unlawful agreement or combination concerning" after the words "relating in any way to any conduct from the beginning of time to the date hereof in respect of" and after the words "whether in Canada or elsewhere, as a result of" ;

- (b) section 1(32) of the Settlement Agreement is amended by deleting the definition set out therein and by substituting the following definition: “BC Covenantors” means, jointly and severally, the Plaintiff and the Settlement Class Members and their respective predecessors, successors, heirs, executors, administrators and assigns”; and
- (c) the notice referred to at section 11.2 of the Settlement Agreement shall not be published in the form or distributed in the manner provided in section 11 and Appendix I of the Settlement Agreement but shall, instead, be published in a form and distributed in a manner set out at paragraph 28 herein.
8. subject to paragraph 7 above, the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the representative plaintiff, upon all Settlement Class Members, and upon the Defendants.
9. this Order, including the Settlement Agreement, is binding upon each Settlement Class Member, including those persons who are minors or mentally incapable, and the requirements of Rule 6 of the British Columbia Supreme Court Rules are dispensed with in respect of the within action.
10. each potential member of the Settlement Class who elects to opt-out of the BC Action must do so in the manner provided in the Notice of Certification and Settlement Approval.
11. the opt-out period shall run for a period of 60 days from the date of the first publication of the Notice of Certification and Settlement Approval.
12. any potential member of the Settlement Class who has opted out of this action by submitting a properly completed Opt-Out Form within the opt-out period described in section 11 of this Order, is not bound by the Settlement Agreement and may no longer participate in any continuation or settlement of the BC Action.
13. each Settlement Class Member shall consent and shall be deemed to have consented to the dismissal of any Other Actions he, she or it has commenced against the Covenantees, without costs and with prejudice.

14. each Other Action commenced in British Columbia by any Settlement Class Member shall be and is hereby dismissed against the Covenantees, without costs and with prejudice.

15. each BC Covenantor shall be deemed to have covenanted and undertaken not to make any claim in any way nor to threaten, commence, or continue any proceeding in any jurisdiction against the Covenantees in respect of or in relation to the Settled Claims.

16. each BC Covenantor shall not commence or continue any action or take any proceeding relating in any way to the Settled Claims against any person or persons who will or could, in connection with any such action or proceeding, bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief against any one of the Covenantees, provided that nothing in this Order affects the rights of a Settlement Class Member to claim or continue to claim against any Non-Settling Defendant in any of the Proceedings.

17. each of the Covenantees has released and shall be conclusively deemed to have fully, finally and forever released each of the other Covenantees from any and all claims for contribution and indemnity that said Covenantees, or any of them, whether directly, or indirectly, derivatively or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to the Settled Claims.

18. the use of the terms "Release", "Released Claims", "Releasees" and "Releasors" in the Settlement Agreement does not constitute a release of any claims by any of the BC Covenantors.

19. all claims for contribution, indemnity or other claims over, whether asserted or unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Settled Claims, which were or could have been brought by any Non-Settling Defendant or any other person or party, against a Covenantee are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a person who has validly opted out of a Settlement Class).

20. the Settlement Class Members shall restrict their joint and several claims against the Non-Settling Defendants such that the Settlement Class Members shall be entitled to claim

and recover from the Non-Settling Defendants on a joint and several basis only those damages (including punitive damages) arising from and allocable to the conduct of the Non-Settling Defendants.

21. a Non-Settling Defendant may seek an order from a Court providing for discovery from some or all of the Settling Defendants as deemed appropriate by the Court.

22. a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 21 on a Settling Defendant by service on counsel of record for the Settling Defendants in this action.

23. the Settlement Class Members shall not claim from any Non-Settling Defendant that portion of any damages arising from the sales of or allocable to the conduct of an insolvent Non-Settling Defendant which any solvent Non-Settling Defendant would but for this order be able to claim contribution for from one or more of the Settling Defendants.

24. except as provided herein, this Order does not affect any claims or causes of action that any Settlement Class Member has or may have against the Non-Settling Defendants in the Proceedings.

25. the BC Action be and is hereby dismissed against the Settling Defendants without costs and with prejudice.

26. the Settlement Amount shall be distributed for the benefit of Settlement Class Members in accordance with a distribution plan to be submitted by Class Counsel, at the appropriate time, for approval by this Court.

27. the Covenantees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

28. Notice of Certification and Settlement Approval be given to potential members of the Settlement Claim in substantially the same form and in accordance with the Plan of Dissemination.

By the Court

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Registrar

APPROVED AS TO FORM:

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Counsel for the Plaintiff,  
South Vancouver Card Company

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Counsel for the Defendants,  
Stone Container Corp., Jefferson Smurfit-

Stone Container Corp. and Smurfit-MBI,  
formerly known as MacMillan Bathurst

---

Counsel for the Defendants,  
Tenneco, Inc., Tenneco Packaging and  
Packaging Corporation of America

---

Agent for the Defendant,  
Weyerhaeuser Company Limited, formerly  
known as Weyerhaeuser Canada Ltd.,  
Weyerhaeuser Paper Co. and Weyerhaeuser  
Company

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Counsel for the Defendants,  
Union Camp Corp., International Paper Co.,  
and International Paper Canada, Inc., also  
known as International Paper Ltd.-Canada

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Counsel for the Defendants,  
Georgia Pacific Corp. and Georgia-Pacific  
Canada Inc.

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Counsel for the Defendants,  
Temple-Inland Inc., Inland Paperboard and  
Packaging, Inc. and Gaylord Container Corp.



**THIS COURT ORDERS** that:

1. for the purposes of this Order the following definitions apply and are incorporated into this Order:

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- (b) "**BC Action**" means this proceeding.
- (c) "**BC Covenantors**" means, jointly and severally, the Plaintiff and the Settlement Class Members and their respective predecessors, successors, heirs, executors, administrators and assigns.
- (d) "**Class Counsel**" means Siskind, Cromarty, Ivey & Dowler LLP and Alexander, Holburn, Beaudin & Lang.
- (e) "**Class Counsel Fees**" means the fees, disbursements, costs, GST, and other applicable taxes or charges of Class Counsel.
- (f) "**Corrugated Material**" means any grade of paperboard suitable for use as the inner and outer layers of corrugated sheets (also known as linerboard), the fluted inner layer of a corrugated sheet (also known as medium), any combination of medium and linerboard (including corrugated sheets made out of containerboard), and boxes or containers manufactured using corrugated sheets.
- (g) "**Corrugated Material Products**" means Corrugated Material and any products that directly or indirectly contain, include, are packaged in or are derived from Corrugated Material.
- (h) "**Covantees**" means, jointly and severally, the Settling Defendants and all of their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.
- (i) "**Defendants**" means the individuals and entities named as defendants in the BC Action.
- (j) "**Non-Settling Defendant**" means a Defendant who is not a Settling Defendant, and includes a Terminating Defendant.
- (k) "**Ontario Action**" means the proceeding in Ontario Superior Court of Justice Court File No. 43669.

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- (q) **"Settled Claims"** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, in law, under statute or in equity, that BC Covenantors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct from the beginning of time to the date hereof in respect of an alleged conspiracy or other unlawful agreement or combination concerning the purchase, sale, pricing, discounting, marketing or distributing of Corrugated Material Products in Canada, or relating to any conduct alleged (or which could have been alleged) in the Proceedings, including, without limitation, any such claims which have been asserted, would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of an alleged conspiracy or other unlawful agreement or combination concerning the purchase of Corrugated Material Products in Canada.
- (r) **"Settlement Class"** has the meaning attributed to it in paragraph 3 of this Order.
- (s) **"Settlement Class Member"** means a member of the Settlement Class who does not validly opt out of the Settlement Class in accordance with this Order.
- (t) **"Settling Defendants"** means Temple-Inland Inc., Inland Paperboard and Packaging Inc. and Gaylord Container Corp.
- (u) **"Terminating Defendant"** means a Settling Defendant who terminates the Settlement Agreement in accordance with its terms.

2. this action be certified as a class proceeding as against the Settling Defendants for the purpose of settlement only.

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4. South Vancouver Card Company be and hereby is appointed as the representative plaintiff for the Settlement Class.

5. the BC Action is certified as a class proceeding for settlement purposes only, on the basis of the following common issue:

Did the Settling Defendants agree to fix, raise, maintain, coordinate or stabilize the prices of, or allocate markets, volumes of sales and customers for, Corrugated Material in Canada during the Purchase Period?

6. the Settlement Agreement, is fair, reasonable and in the best interests of the Settlement Class.

7. the Settlement Agreement is hereby approved and shall be implemented in accordance with its terms except that, with the consent of Class Counsel and the Settling Defendants:

- (a) section 1(30) of the Settlement Agreement is amended to add the words “an alleged conspiracy or other unlawful agreement or combination concerning” after the words “relating in any way to any conduct from the beginning of time to the date hereof in respect of” and after the words “whether in Canada or elsewhere, as a result of” ;
- (b) section 1(32) of the Settlement Agreement is amended by deleting the definition set out therein and by substituting the following definition: “BC Covenantors” means, jointly and severally, the Plaintiff and the Settlement Class Members and their respective predecessors, successors, heirs, executors, administrators and assigns”; and
- (c) the notice referred to at section 11.2 of the Settlement Agreement shall not be published in the form or distributed in the manner provided in section 11 and Appendix I of the Settlement Agreement but shall, instead, be published in a form and distributed in a manner set out at paragraph 28 herein.

8. subject to paragraph 7 above, the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the representative plaintiff, upon all Settlement Class Members, and upon the Defendants.

9. this Order, including the Settlement Agreement, is binding upon each Settlement Class Member, including those persons who are minors or mentally incapable, and the requirements of Rule 6 of the British Columbia Supreme Court Rules are dispensed with in respect of the within action.

10. each potential member of the Settlement Class who elects to opt-out of the BC Action must do so in the manner provided in the Notice of Certification and Settlement Approval.

11. the opt-out period shall run for a period of 60 days from the date of the first publication of the Notice of Certification and Settlement Approval.

12. any potential member of the Settlement Class who has opted out of this action by submitting a properly completed Opt-Out Form within the opt-out period described in section 11 of this Order, is not bound by the Settlement Agreement and may no longer participate in any continuation or settlement of the BC Action.

13. each Settlement Class Member shall consent and shall be deemed to have consented to the dismissal of any Other Actions he, she or it has commenced against the Covenantees, without costs and with prejudice.

14. each Other Action commenced in British Columbia by any Settlement Class Member shall be and is hereby dismissed against the Covenantees, without costs and with prejudice.

15. each BC Covenantor shall be deemed to have covenanted and undertaken not to make any claim in any way nor to threaten, commence, or continue any proceeding in any jurisdiction against the Covenantees in respect of or in relation to the Settled Claims.

16. each BC Covenantor shall not commence or continue any action or take any proceeding relating in any way to the Settled Claims against any person or persons who will or could, in connection with any such action or proceeding, bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief against any one of Covenantees, provided that nothing in this Order affects the rights of a Settlement Class Member to claim or continue to claim against any Non-Settling Defendant in any of the Proceedings.

17. each of the Covenantees has released and shall be conclusively deemed to have fully, finally and forever released each of the other Covenantees from any and all claims for

contribution and indemnity that said Covenantees, or any of them, whether directly, or indirectly, derivatively or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to the Settled Claims.

18. the use of the terms "Release", "Released Claims", "Releasees" and "Releasers" in the Settlement Agreement does not constitute a release of any claims by any of the BC Covenantors.

19. all claims for contribution, indemnity or other claims over, whether asserted or unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Settled Claims, which were or could have been brought by any Non-Settling Defendant or any other person or party, against a Covenantee are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a person who has validly opted out of a Settlement Class).

20. the Settlement Class Members shall restrict their joint and several claims against the Non-Settling Defendants such that the Settlement Class Members shall be entitled to claim and recover from the Non-Settling Defendants on a joint and several basis as between the Non-Settling Defendants only, those damages (including punitive damages) arising from and allocable to the conduct of the Non-Settling Defendants.

21. a Non-Settling Defendant may seek an order from a Court providing for discovery from some or all of the Settling Defendants as deemed appropriate by the Court.

22. a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 21 on a Settling Defendant by service on counsel of record for the Settling Defendants in this action.

23. the Settlement Class Members shall not claim from any Non-Settling Defendant that portion of any damages arising from the sales of or allocable to the conduct of an insolvent Non-Settling Defendant which any solvent Non-Settling Defendant would but for this order be able to claim contribution for from one or more of the Settling Defendants.

24. except as provided herein, this Order does not affect any claims or causes of action that any Settlement Class Member has or may have against the Non-Settling Defendants in the Proceedings.

25. the BC Action be and is hereby dismissed against the Settling Defendants without costs and with prejudice.

26. the Settlement Amount shall be distributed for the benefit of Settlement Class Members in accordance with a distribution plan to be submitted by Class Counsel, at the appropriate time, for approval by this Court.

27. the Covenantees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

28. Notice of Certification and Settlement Approval be given to potential members of the Settlement Class in substantially the same form and in accordance with the Plan of Dissemination.

By the Court

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_  
Registrar

\_\_\_\_\_  
Counsel for the Plaintiff,  
South Vancouver Card Company

\_\_\_\_\_  
Counsel for the Defendants,  
Stone Container Corp., Jefferson Smurfit-  
Stone Container Corp. and Smurfit-MBI,  
formerly known as MacMillan Bathurst

\_\_\_\_\_  
Counsel for the Defendants,  
Tenneco, Inc., Tenneco Packaging and  
Packaging Corporation of America

\_\_\_\_\_  
Agent for the Defendant,  
Weyerhaeuser Company Limited, formerly  
known as Weyerhaeuser Canada Ltd.,  
Weyerhaeuser Paper Co. and Weyerhaeuser  
Company

\_\_\_\_\_  
Counsel for the Defendants,  
Union Camp Corp., International Paper Co.,  
and International Paper Canada, Inc., also  
known as International Paper Ltd.-Canada

\_\_\_\_\_  
Counsel for the Defendants,  
Georgia Pacific Corp. and Georgia-Pacific  
Canada Inc.

Counsel for the Defendants,  
Temple-Inland Inc., Inland Paperboard and  
Packaging, Inc. and Gaylord Container Corp.



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1. for the purposes of this Order the following definitions apply and are incorporated into this Order:

- (a) "**Administration Expenses**" means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the representative plaintiff, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices, but excluding Class Counsel Fees.
- (b) "**BC Action**" means this proceeding.
- (c) "**BC Covenantors**" means, jointly and severally, the Plaintiff and the Settlement Class Members and their respective predecessors, successors, heirs, executors, administrators and assigns.
- (d) "**Class Counsel**" means Siskind, Cromarty, Ivey & Dowler LLP and Alexander, Holburn, Beaudin & Lang.
- (e) "**Class Counsel Fees**" means the fees, disbursements, costs, GST, and other applicable taxes or charges of Class Counsel.
- (f) "**Corrugated Material**" means any grade of paperboard suitable for use as the inner and outer layers of corrugated sheets (also known as linerboard), the fluted inner layer of a corrugated sheet (also known as medium), any combination of medium and linerboard (including corrugated sheets made out of containerboard), and boxes or containers manufactured using corrugated sheets.
- (g) "**Corrugated Material Products**" means Corrugated Material and any products that directly or indirectly contain, include, are packaged in or are derived from Corrugated Material.
- (h) "**Covantees**" means, jointly and severally, the Settling Defendants and all of their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.
- (i) "**Defendants**" means the individuals and entities named as defendants in the BC Action.
- (j) "**Non-Settling Defendant**" means a Defendant who is not a Settling Defendant, and includes a Terminating Defendant.
- (k) "**Ontario Action**" means the proceeding in Ontario Superior Court of Justice Court File No. 43669.

- (l) **"Other Class Actions"** means any class action other than the Proceedings that is commenced in Canada prior to the date on which the Ontario Court hears the motion to approve the Settlement Agreement.
  - (m) **"Other Actions"** means actions or proceedings, other than the Proceedings, relating to Settled Claims commenced by a Settlement Class Member, and includes Other Class Actions.
  - (n) **"Proceedings"** means the Ontario Action, the Quebec Action and the BC Action.
  - (o) **"Purchase Period"** means January 1, 1993 to December 31, 1995.
  - (p) **"Quebec Action"** means the proceeding in Superior Court of Quebec Court File No. 200-06-000054-059.
  - (q) **"Settled Claims"** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, in law, under statute or in equity, that BC Covenantors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct from the beginning of time to the date hereof in respect of an alleged conspiracy or other unlawful agreement or combination concerning the purchase, sale, pricing, discounting, marketing or distributing of Corrugated Material Products in Canada, or relating to any conduct alleged (or which could have been alleged) in the Proceedings, including, without limitation, any such claims which have been asserted, would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of an alleged conspiracy or other unlawful agreement or combination concerning the purchase of Corrugated Material Products in Canada.
  - (r) **"Settlement Class"** has the meaning attributed to it in paragraph 3 of this Order.
  - (s) **"Settlement Class Member"** means a member of the Settlement Class who does not validly opt out of the Settlement Class in accordance with this Order.
  - (t) **"Settling Defendants"** means Stone Container Corp., Jefferson Smurfit Corp., Smurfit-Stone Container Corp., Smurfit-MBI and Roger Stone.
  - (u) **"Terminating Defendant"** means a Settling Defendant who terminates the Settlement Agreement in accordance with its terms.
2. this action be certified as a class proceeding as against the Settling Defendants for the purpose of settlement only.

3. the Settlement Class be defined as:

All persons in British Columbia who purchased Corrugated Material Products in Canada during the Purchase Period.

4. South Vancouver Card Company be and hereby is appointed as the representative plaintiff for the Settlement Class.

5. the BC Action is certified as a class proceeding for settlement purposes only, on the basis of the following common issue:

Did the Settling Defendants agree to fix, raise, maintain, coordinate or stabilize the prices of, or allocate markets, volumes of sales and customers for, Corrugated Material in Canada during the Purchase Period?

6. the Settlement Agreement, is fair, reasonable and in the best interests of the Settlement Class.

7. the Settlement Agreement is hereby approved and shall be implemented in accordance with its terms.

8. the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the representative plaintiff, upon all Settlement Class Members, and upon the Defendants.

9. this Order, including the Settlement Agreement, is binding upon each Settlement Class Member, including those persons who are minors or mentally incapable, and the requirements of Rule 6 of the British Columbia Supreme Court Rules are dispensed with in respect of the within action.

10. each potential member of the Settlement Class who elects to opt-out of the BC Action must do so in the manner provided in the Notice of Certification and Settlement Approval.

11. the opt-out period shall run for a period of 60 days from the date of the first publication of the Notice of Certification and Settlement Approval.

12. any potential member of the Settlement Class who has opted out of this action by submitting a properly completed Opt-Out Form within the opt-out period described in section 11 of this Order, is not bound by the Settlement Agreement and may no longer participate in any continuation or settlement of the BC Action.

13. each Settlement Class Member shall consent and shall be deemed to have consented to the dismissal of any Other Actions he, she or it has commenced against the Covenantees, without costs and with prejudice.

14. each Other Action commenced in British Columbia by any Settlement Class Member shall be and is hereby dismissed against the Covenantees, without costs and with prejudice.

15. each BC Covenantor shall be deemed to have covenanted and undertaken not to make any claim in any way nor to threaten, commence, or continue any proceeding in any jurisdiction against the Covenantees in respect of or in relation to the Settled Claims.

16. each BC Covenantor shall not commence or continue any action or take any proceeding relating in any way to the Settled Claims against any person or persons who will or could, in connection with any such action or proceeding, bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief against any one of Covenantees, provided that nothing in this Order affects the rights of a Settlement Class Member to claim or continue to claim against any Non-Settling Defendant in any of the Proceedings.

17. each of the Covenantees has released and shall be conclusively deemed to have fully, finally and forever released each of the other Covenantees from any and all claims for contribution and indemnity that said Covenantees, or any of them, whether directly, or indirectly, derivatively or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to the Settled Claims.

18. the use of the terms "Release", "Released Claims", "Releasees" and "Releasers" in the Settlement Agreement does not constitute a release of any claims by any of the BC Covenantors.

19. all claims for contribution, indemnity or other claims over, whether asserted or unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Settled Claims, which were or could have been brought by any Non-Settling Defendant or any other person or party, against a Covenantee are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a person who has validly opted out of a Settlement Class).

20. the Settlement Class Members shall restrict their joint and several claims against the Non-Settling Defendants such that the Settlement Class Members shall be entitled to claim and recover from the Non-Settling Defendants on a joint and several basis as between the Non-Settling Defendants only, those damages (including punitive damages) arising from and allocable to the conduct of the Non-Settling Defendants.

21. a Non-Settling Defendant may seek an order from a Court providing for discovery from some or all of the Settling Defendants as deemed appropriate by the Court.

22. a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 21 on a Settling Defendant by service on counsel of record for the Settling Defendants in this action.

23. the Settlement Class Members shall not claim from any Non-Settling Defendant that portion of any damages arising from the sales of or allocable to the conduct of an insolvent Non-Settling Defendant which any solvent Non-Settling Defendant would but for this order be able to claim contribution for from one or more of the Settling Defendants.

24. except as provided herein, this Order does not affect any claims or causes of action that any Settlement Class Member has or may have against the Non-Settling Defendants in the Proceedings.

25. the BC Action be and is hereby dismissed against the Settling Defendants without costs and with prejudice.

26. the Settlement Amount shall be distributed for the benefit of Settlement Class Members in accordance with a distribution plan to be submitted by Class Counsel, at the appropriate time, for approval by this Court.

27. the Covenantees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

28. Notice of Certification and Settlement Approval be given to potential members of the Settlement Class in substantially the same form and in accordance with the Plan of Dissemination.

By the Court

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_  
Registrar

\_\_\_\_\_  
Counsel for the Plaintiff,  
South Vancouver Card Company

\_\_\_\_\_  
Counsel for the Defendants,  
Stone Container Corp., Jefferson Smurfit-  
Stone Container Corp. and Smurfit-MBI,  
formerly known as MacMillan Bathurst

\_\_\_\_\_  
Counsel for the Defendants,  
Tenneco, Inc., Tenneco Packaging and  
Packaging Corporation of America

\_\_\_\_\_  
Agent for the Defendant,  
Weyerhaeuser Company Limited, formerly  
known as Weyerhaeuser Canada Ltd.,  
Weyerhaeuser Paper Co. and  
Weyerhaeuser Company

\_\_\_\_\_  
Counsel for the Defendants,  
Union Camp Corp., International Paper Co.,  
and International Paper Canada, Inc., also  
known as International Paper Ltd.-Canada

\_\_\_\_\_  
Counsel for the Defendants,  
Georgia Pacific Corp. and Georgia-Pacific  
Canada Inc.

\_\_\_\_\_  
Counsel for the Defendants,  
Temple-Inland Inc., Inland Paperboard and  
Packaging, Inc. and Gaylord Container  
Corp.