

Court File No. 43669

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable Madam

)

Tuesday, the 15th day

)

Justice Hoy

)

of August, 2006

BETWEEN:

LA CIE MCCORMICK CANADA CO.

Plaintiff

- and -

STONE CONTAINER CORP., JEFFERSON SMURFIT CORP., SMURFIT-STONE CONTAINER CORP., SMURFIT-MBI, formerly known as MACMILLAN BATHURST, ROGER STONE, 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

Proceeding under the *Class Proceedings Act*, 1992

ORDER

THIS MOTION made by the Plaintiff for an Order certifying this action as a class proceeding for settlement purposes as it relates to the Defendants, Stone Container Corp., Jefferson Smurfit Corp., Smurfit-Stone Container Corp., Smurfit-MBI, formerly known as MacMillan Bathurst and Roger Stone, and approving the settlement agreement entered into with these Defendants as well as the Distribution Protocol was heard this day at the Court House, 361 University Avenue, Toronto, Ontario.

ON READING the materials filed, including the settlement agreement attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiff and counsel for the Defendants:

1. **THIS COURT ORDERS AND DECLARES** that 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 the proceeding in Supreme Court of British Columbia Court File No. 5053818, Vancouver Registry.
 - (c) **"BC Class"** means all persons in British Columbia who purchased Corrugated Material Products in Canada during the Purchase Period.
 - (d) **"Class Counsel"** means Siskind, Cromarty, Ivey and Dowler LLP.
 - (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) **"Defendants"** means the individuals and entities named as defendants in the Ontario Action.
 - (i) **"Non-Settling Defendant"** means a Defendant who is not a Settling Defendant, and includes a Terminating Defendant.
 - (j) **"Ontario Action"** means this proceeding.
 - (k) **"Ontario Releasers"** means, jointly and severally, the Plaintiff and the Settlement Class Members and their respective predecessors, successors, heirs, executors, administrators and assigns.
 - (l) **"Other Actions"** means actions or proceedings, other than the Proceedings, relating to Released Ontario Claims commenced by a Settlement Class Member, and includes Other Class Actions.

- (m) **"Other Class Actions"** means any class action other than the Proceedings that is commenced in Canada prior to the date on which this Court hears the motion to approve the Settlement Agreement.
- (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 (District of Quebec) Court File No. 200-06-000054-059.
- (q) **"Quebec Class"** means all persons (within the meaning of Quebec law) in Quebec who purchased Corrugated Material Products in Quebec during the Purchase Period.
- (r) **"Released Ontario 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 Ontario Releasers, 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.
- (s) **"Releasees"** 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.
- (t) **"Settling Defendants"** means Stone Container Corp., Jefferson Smurfit Corp., Smurfit-Stone Container Corp., Smurfit-MBI and Roger Stone.
- (u) **"Settlement Class"** has the meaning attributed to it in paragraph 3 of this Order.
- (v) **"Settlement Class Member"** means a member of the Settlement Class who does not validly opt out of that Settlement Class in accordance with this Order.
- (w) **"Terminating Defendant"** means a Settling Defendant who terminates the Settlement Agreement in accordance with its terms.

2. **THIS COURT ORDERS** that the Ontario Action is certified as a class proceeding as against the Settling Defendants for the purpose of settlement only.
3. **THIS COURT ORDERS** that the Settlement Class is defined as:

All persons (except for members of the BC Class and the Quebec Class) who, in Canada, purchased Corrugated Material Products for delivery in Canada during the Purchase Period.
4. **THIS COURT ORDERS** that La Cie McCormick Canada Co. is appointed as the representative plaintiff for the Settlement Class.
5. **THIS COURT ORDERS** that the Ontario 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. **THIS COURT DECLARES** that the Settlement Agreement, annexed hereto as Schedule "A" to this Order, is fair, reasonable and in the best interests of the Settlement Class.
7. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented in accordance with its terms.
8. **THIS COURT DECLARES** that 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, including those persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of the Ontario Action.

9. **THIS COURT ORDERS** that each potential member of the Settlement Class who elects to opt out of the Ontario Action must do so in the manner provided in the notice to be agreed by the parties and approved by this Honourable Court.
10. **THIS COURT ORDERS** that the opt-out period run for a period of 60 days from the date of the first publication of the notice to be agreed by the parties and approved by this Honourable Court.
11. **THIS COURT ORDERS** that any potential member of the Settlement Class who has opted out of the Ontario Action by submitting a properly completed opt-out form, attached hereto as Schedule B, to the Claims Administrator within the opt-out period described in section 10 of this Order, is not bound by the Settlement Agreement and may no longer participate in any continuation or settlement of the Ontario Action.
12. **THIS COURT ORDERS AND DECLARES** that 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 Releasees, without costs and with prejudice.
13. **THIS COURT ORDERS AND DECLARES** that each Other Action commenced in Ontario shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
14. **THIS COURT ORDERS AND DECLARES** that each Ontario Releasor has released and shall be conclusively deemed to have fully, finally and forever released the Releasees from the Released Ontario Claims.

15. **THIS COURT ORDERS** that each Ontario Releasor shall not commence or continue any action or take any proceeding relating in any way to the Released Ontario 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 Releasees, 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.
16. **THIS COURT ORDERS AND DECLARES** that the Releasees have released and shall be conclusively deemed to have fully, finally and forever released each other from any and all claims for contribution and indemnity that said Releasees, 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 the Released Ontario Claims.
17. **THIS COURT ORDERS AND DECLARES** that the use of the terms "Ontario Releasors" and "Released Ontario Claims" in this Order does not constitute a release of claims by those Settlement Class Members who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.
18. **THIS COURT ORDERS AND DECLARES** that each Settlement Class Member who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors 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 Releasees in respect of or in relation to the Released Ontario Claims.

19. **THIS COURT ORDERS** that 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 Released Ontario Claims, which were or could have been brought by any Non-Settling Defendant or any other person or party, against a Releasee, 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. **THIS COURT ORDERS** that 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. **THIS COURT ORDERS** that 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. **THIS COURT ORDERS** that 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. **THIS COURT ORDERS** that 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. **THIS COURT ORDERS** that, 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. **THIS COURT ORDERS AND ADJUDGES** that the Ontario Action be and is hereby dismissed against the Settling Defendants with prejudice and without costs.
26. **THIS COURT ORDERS** that Neal, Pallett & Townsend is appointed as Claims Administrator.
27. **THIS COURT ORDERS AND DECLARES** that the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.
28. **THIS COURT ORDERS** that the Settlement Amount, the Main Agreement Settlement Amount and the Temple-Inland Settlement Amount shall be distributed by the Claims Administrator in accordance with the Distribution Protocol, attached hereto as Schedule C.
29. **THIS COURT ORDERS** that Settlement Class Members shall submit a claim form to the Claims Administrator on or before the date which is ninety (90) days from the date of first publication of the Notice of approval of the Distribution Protocol and any Settlement Class Member who fails to do so shall not share in any distribution made in accordance with the Distribution Protocol with respect to settlements already approved unless the court orders otherwise;
30. **THIS COURT ORDERS** that the form of the proposed Notice of Certification and Settlement Approval and the proposed method of dissemination attached hereto as Schedules D and E are approved.

SCHEDULE "A"

**CANADIAN
CORRUGATED MATERIAL CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT**

Made as of May 25, 2006 .

Between

**LA CIE MCCORMICK CO., MARK LEFRANÇOIS and SOUTH
VANCOUVER CARD COMPANY
(the "Plaintiffs")**

and

**STONE CONTAINER CORP., JEFFERSON SMURFIT CORP.,
SMURFIT-STONE CONTAINER CORP., SMURFIT-MBI
and ROGER STONE
(the "Settling Defendants")**

**CANADIAN CORRUGATED MATERIAL CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT**

RECITALS

- A. WHEREAS the Proceedings have been commenced by the Plaintiffs in British Columbia, Ontario and Quebec which allege that the Defendants participated in an unlawful conspiracy to raise, fix, maintain, coordinate or stabilize the price and reduce the production and inventory of Corrugated Material in Canada and/or to allocate markets, volumes of sales and customers for the sale of Corrugated Material in Canada, contrary to Part VI of the *Competition Act*;
- B. WHEREAS the Settling Defendants deny the allegations as alleged in the Proceedings;
- C. WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on the analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they seek to represent;
- D. WHEREAS despite their belief that they are not liable in respect of the allegations as alleged in the Proceedings and have good defences thereto, the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted against them by the Plaintiffs, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;
- E. WHEREAS the Parties therefore wish to, and hereby do, finally resolve on a national basis, without admission of liability, all Released Claims, including all of the Proceedings and Other Actions as against the Settling Defendants;
- F. WHEREAS for the purposes of settlement only and contingent on approvals by the Courts as provided for in this Settlement Agreement, the Parties have consented to certification of the Proceedings as class proceedings and have consented to a Settlement Class and a Common Issue in each of the Proceedings; and
- G. WHEREAS the Plaintiffs assert that they are adequate class representatives for the Settlement Classes and will seek to be appointed representative plaintiffs in their respective Proceedings.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Proceedings be settled and dismissed on the merits with prejudice as to the Settling Defendants only, without costs as to the Plaintiffs, the classes they seek to represent or the Settling Defendants, subject to the approval of the Courts, on the following terms and conditions:

SECTION 1 – DEFINITIONS

For the purpose of this Settlement Agreement only, including the Recitals and Schedules hereto:

- (1) **Account** means the interest bearing trust account at a Canadian Schedule 1 bank in Ontario under the control of Ontario Counsel and into which the Settlement Amount is deposited.
- (2) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Settling Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices but excluding Class Counsel Fees.
- (3) **British Columbia Counsel** means Siskind, Cromarty, Ivey & Dowler LLP and Alexander, Holburn, Beaudin & Lang.
- (4) **British Columbia Court** means the Supreme Court of British Columbia.
- (5) **Class Counsel** means British Columbia Counsel, Ontario Counsel and Quebec Counsel.
- (6) **Class Counsel Fees** means the fees, disbursements, costs, GST and other applicable taxes or charges of Class Counsel, including any obligations for contributions that any Plaintiff, Settlement Class or Class Counsel may have to the Fonds.
- (7) **Common Issue** in each Proceeding means: Did the Settling Defendant(s) 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?
- (8) **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.

(9) ***Corrugated Material Products*** means Corrugated Material and any products that directly or indirectly contain, include, are packaged in or are derived from Corrugated Material.

(10) ***Courts*** means the British Columbia Court, the Ontario Court and the Quebec Court.

(11) ***Defendants*** means the individuals and entities named as defendants in the Proceedings as set out in Schedule A.

(12) ***Deposit Date*** means July 17, 2006 or the date which is 30 business days after the execution of this Settlement Agreement by or on behalf of all Parties, whichever is later.

(13) ***Effective Date*** means the date when Final Orders have been received from all Courts approving this Settlement Agreement and any time periods within which the Settling Defendants may terminate this Settlement Agreement have expired with no termination having occurred.

(14) ***Final Order*** means a final judgment entered by a Court in respect of the certification of a Proceeding as a class proceeding and the approval of this Settlement Agreement once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies, or once there has been a final disposition of all appeals.

(15) ***Fonds*** means the Fonds d'aide aux recours collectifs in Quebec.

(16) ***Linerboard Settling Defendants*** means all of the Settling Defendants, except Smurfit-MBI.

(17) ***Non-Settling Defendant*** means a Defendant who is not a Settling Defendant.

(18) ***Ontario Counsel*** means Siskind, Cromarty, Ivey & Dowler LLP.

(19) ***Ontario Court*** means the Ontario Superior Court of Justice.

(20) ***Opt-Out Date*** means a date and time to be fixed by the Courts.

(21) ***Opt-Out Refund*** means a refund of part of the Settlement Amount in respect of Purchasers who purchased Corrugated Material in Canada from a Settling Defendant and who validly opt out in accordance with this Settlement Agreement.

(22) ***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 required by section 3.2(1) of this Settlement Agreement.

(23) ***Other Actions*** means actions or proceedings, other than the Proceedings, relating to Released Claims commenced by a Settlement Class Member, and includes Other Class Actions.

- (24) **Parties** means the Plaintiffs and the Settling Defendants.
- (25) **Plaintiffs** means the individuals and entities named as plaintiffs in the Proceedings as set out in Schedule A.
- (26) **Proceedings** means Ontario Court File No. 43669 (London), British Columbia Court File S053818, Vancouver Registry and Quebec Court (District of Quebec) Action No. 200-06-000054-059.
- (27) **Purchase Period** means January 1, 1993 to December 31, 1995.
- (28) **Purchase Price** means the net amount, including rebates or any other form of discounts, paid by the Purchaser for Corrugated Material purchased and delivered in Canada during the Purchase Period, excluding all other charges including, but not limited to, delivery or shipping charges and taxes.
- (29) **Purchaser** means a person who purchased Corrugated Material in Canada during the Purchase Period directly from a Defendant.
- (30) **Quebec Counsel** means Siskinds Desmeules s.e.n.c.r.l.
- (31) **Quebec Court** means the Quebec Superior Court.
- (32) **Released 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 Releasers, 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.
- (33) **Releasees** 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.

(34) *Releasors* means, jointly and severally, the Plaintiffs and the Settlement Class Members and their respective predecessors, successors, purchasers, heirs, executors, administrators and assigns.

(35) *Settlement Agreement* means this agreement, including the recitals and schedules.

(36) *Settlement Amount* means U.S. \$830,000.00.

(37) *Settlement Class* means, in respect of each Proceeding, the settlement class defined in Schedule A.

(38) *Settlement Class Member* means a member of a Settlement Class who does not validly opt out of that Settlement Class in accordance with future Orders of the Courts.

(39) *Settling Defendants* means Stone Container Corp., Jefferson Smurfit Corp., Smurfit-Stone Container Corp., Smurfit-MBI and Roger Stone.

(40) *Terminating Defendant(s)* means a Settling Defendant who terminates the Settlement Agreement in accordance with section 13.

SECTION 2 – CONDITION PRECEDENT: COURT APPROVAL

Subject to section 13, this Settlement Agreement shall be deemed to be terminated and therefore null and void and of no force and effect unless the Ontario Court, British Columbia Court and Quebec Court each approve this Settlement Agreement in accordance with the terms set out herein in the Proceeding commenced in their respective jurisdiction and the orders so given become Final Orders. If this Settlement Agreement is terminated, it shall not be used as evidence or otherwise in any litigation.

SECTION 3 – SETTLEMENT APPROVAL

3.1 Cooperation

The Parties shall use their best efforts to effectuate this Settlement and to secure the prompt, complete and final dismissal with prejudice of the Proceedings as against the Settling Defendants.

3.2 Motions for Approval

(1) As soon as practicable after execution of this Settlement Agreement and by no later than September 1, 2006, the Settling Plaintiffs shall bring motions before the Courts:

- (a) for orders substantially in the form set out in Schedules B, C and D scheduling an approval hearing in each of the Proceedings; and
- (b) for orders in the form set out in Schedules E, F and G certifying each of the Proceedings commenced in their respective jurisdictions as a class proceeding and approving this Settlement Agreement provided, however, that the clauses set out below need only be substantially in the form set out at the relevant schedule
 - (i) Schedule E - clauses 4, 9, 10, 24, 26 and 28;
 - (ii) Schedule F - clauses 4, 10, 11, 24, 26 and 28; and
 - (iii) Schedule G - clauses 16, 21, 22, 23, 35, 36 and 37.

(2) This Settlement Agreement shall only become final on the Effective Date.

SECTION 4 – SETTLEMENT AMOUNT

4.1 Payment of Settlement Amount

(1) The Settling Defendants agree to pay the Settlement Amount in accordance with this Settlement Agreement, in full satisfaction of all of the Released Claims against the Releasees.

(2) Ontario Counsel shall maintain the Account as provided for in this Settlement Agreement and shall not pay out any of the monies in the Account, except in accordance with the provisions of this Settlement Agreement, without an order of the Ontario Court made on notice to or on consent of the Parties.

4.2 Taxes and Interest

(1) All interest earned on the Settlement Amount shall become and remain part of the Account.

(2) Subject to section 4.2(3), all taxes payable on any interest which accrues in the Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Settlement Classes. Ontario Counsel shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Account.

(3) The Settling Defendants shall have no responsibility to make any filings relating to the Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Account, unless this Settlement Agreement is not approved or is terminated. If the Settlement Agreement is not approved, the interest in the Account shall be returned to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest. If the Settlement Agreement is terminated, a proportionate share of the interest in the Account shall be returned to the Terminating Defendant(s) who, in such case, shall be responsible for the payment of all taxes on such interest.

SECTION 5 — DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

(1) The monies in the Account shall be held by Ontario Counsel for the benefit of the Settlement Class Members and, after the Effective Date, shall be paid in accordance with a plan approved by the Courts. Class Counsel shall, by motion, submit a plan for approval by the Courts at the appropriate time.

(2) In no event shall any of the Settling Defendants have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the Account including, but not limited to, in respect of Administration Expenses and Class Counsel Fees.

SECTION 6 –OPT-OUT REFUNDS

6.1 Entitlement

The Linerboard Settling Defendants shall be entitled to an Opt-Out Refund to a maximum of the Settlement Amount for any of the Purchasers of the Linerboard Settling Defendants who opt out in accordance with this Settlement Agreement.

6.2 Calculation

An Opt-Out Refund shall be calculated as 0.34% of the Purchase Price of Corrugated Material purchased by an opted-out Purchaser from the Linerboard Settling Defendants.

6.3 Application and Payment

(1) A Linerboard Settling Defendant may, in writing, direct Ontario Counsel to pay to it the Opt-Out Refund plus post-deposit accrued interest, if any. Ontario Counsel shall pay the Opt-Out Refund from the Account within 30 days of receiving the direction from the Linerboard Settling Defendant.

6.4 Verification

The following types of records shall constitute sufficient proof of the Purchase Price for the purpose of the calculation of the Opt-Out Refund:

- (a) the Settling Defendant's summary of sales to the Purchaser who has opted out (as opposed to original documents);
- (b) the Settling Defendant's original records of sales to the Purchaser who has opted out, maintained in the usual and ordinary course of business;
- (c) if there are no business records or purchase information available from the Settling Defendant, the records of the Purchaser who has opted out, maintained in the usual and ordinary course of business; or

such other records from which the required information may be determined.

6.5 Sales Between Defendants

For greater certainty, and notwithstanding anything else contained in this Settlement Agreement, no Linerboard Settling Defendant shall be entitled to an Opt-Out Refund in respect of sales to any other Defendant. Further, no Settling Defendant shall be considered a class member or potential class member. No Settling Defendant is therefore entitled to opt-out in accordance with Section 12 hereof, or to make any claim as a class member in the course of the distribution contemplated by Section 5 hereof.

SECTION 7 – RELEASES AND DISMISSALS

7.1 Release of Releasees

Upon the Effective Date, the Releasers forever and absolutely release the Releasees from the Released Claims.

7.2 Covenant Not To Sue

Notwithstanding section 7.1, for the purposes of the Proceedings commenced in the British Columbia Court and for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasers do not release the Releasees but instead covenant and undertake not to make any claim in any way or to threaten, commence, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

7.3 No Further Claims

The Releasers shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasees or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants.

7.4 Dismissal of Settling Proceedings

The Proceedings shall be dismissed as against the Releasees, without costs and with prejudice.

7.5 Dismissal of Other Actions

- (1) Each Settlement Class Member shall be deemed to consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.
- (2) All Other Actions commenced by any Settlement Class Member in British Columbia, Ontario or Quebec relating to the Released Claims shall be dismissed against the Releasees, without costs and with prejudice.

SECTION 8 – BAR ORDER AND OTHER CLAIMS

8.1 Bar Order

The Parties consent to a bar order which shall be granted by each of the Courts providing for the following:

- (a) 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 Released Claims, which were or could have been brought by any Non-Settling Defendant or any other person or party, against a Releasee, are barred, prohibited and enjoined in accordance with the terms of this paragraph (unless such claim is made in respect of a claim by a person who has validly opted out of a Settlement Class);
- (b) 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;
- (c) the Settlement Class Members shall not claim from any Non-Settling Defendant that portion of any damages arising from and 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;
- (d) 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;
and

- (e) a Non-Settling Defendant may effect service of the motion(s) referred to in section 8.1(d) on a Settling Defendant by service on counsel of record for the Settling Defendant in the Proceedings.

8.2 Greater Certainty Clause Regarding the Bar Order

For greater certainty, and without in any way limiting the generality of section 7.1, the Parties agree that:

- (a) any final judgment entered against a Non-Settling Defendant in the Proceedings shall not be based, in whole or in part, upon any sales of Corrugated Material Products by a Settling Defendant, and

- (b) each of the Non-Settling Defendants shall be third party beneficiaries of sections 7.1 and 7.2(a) of this Settlement Agreement.

8.3 Claims Against Other Entities Reserved

Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by Settlement Class Members against any person other than the Releasees.

SECTION 9 – EFFECT OF SETTLEMENT

9.1 No Admission of Liability

The Parties expressly reserve all of their rights if this Settlement Agreement does not become effective or is terminated by the Settling Defendants. Further, the Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by any Settling Defendant or of the truth of any of the claims or allegations contained in the Proceedings or any other pleading filed by the Plaintiffs.

9.2 Agreement Not Evidence

The Parties agree that, whether or not it is finally approved or is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents,

discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

9.3 No Further Litigation

(1) Except as provided in this section, no Class Counsel, nor anyone currently or hereafter employed by, associated with, or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any person which relates to or arises from the Released Claims. Moreover, these persons may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or as otherwise ordered by a court.

(2) Section 9.3(1) does not apply to the involvement of any person in the continued prosecution of the Proceedings against any Non-Settling Defendants.

SECTION 10 – CERTIFICATION FOR SETTLEMENT ONLY

10.1 Settlement Class and Common Issue

(1) The Parties agree that the Proceedings shall be certified as class proceedings solely for purposes of settlement of the Proceedings and the approval of this Settlement Agreement by the Courts.

(2) The Plaintiffs agree that, in the motions for certification of the Proceedings as class proceedings and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only classes that they will assert are the Settlement Classes.

10.2 Certification Without Prejudice

In the event this Settlement Agreement is not approved or is terminated in accordance with its terms, the Parties agree that any prior certification of a Proceeding as a class proceeding, including the definition of the Settlement Class and the statement of the Common Issue, shall be without prejudice to any position that any of the Parties may later take on any issue in the Proceedings or any other litigation.

SECTION 11 – NOTICE TO SETTLEMENT CLASSES

11.1 First Notice

The proposed Settlement Classes shall be notified of hearings at which the Courts will be asked to approve the Settlement Agreement by a notice substantially in the form attached as Schedule H. Class Counsel shall cause the notice to be published and distributed in the manner and by a date to be set by the Courts.

11.2 Second Notice

The Settlement Classes shall be notified of the certification of each of the Proceedings as a class proceeding and the approval of this Settlement Agreement by a notice to be published in a form and distributed in the manner to be agreed to by the Parties and approved by the Courts.

11.3 Termination Notice

If this Settlement Agreement is terminated after the second notice provided for in section 10.2 has been published and distributed, a notice of termination shall be given to the Settlement Classes in the form attached as Schedule G and by a date to be set by the Courts. Class Counsel shall cause the notice to be published and distributed in the manner set out in section 11.1 of this Settlement Agreement or as otherwise ordered by the Courts.

SECTION 12 – OPTING OUT

12.1 Opt-Out Mechanism

(1) A person may only opt out of the Proceedings by sending a written election to opt out, signed by the person or that person's designee, by pre-paid mail, courier or fax to Ontario Counsel at an address to be identified in the Final Orders and the notice contemplated by section 11.2 of this Settlement Agreement. In addition, a person who wishes to opt out of the Settlement Class in the Quebec Action must also send a copy of the written election to opt-out to the Clerk of the Quebec Court.

(2) An election to opt out will only be effective if it is actually received by Ontario Counsel and, if applicable, the Clerk of the Quebec Court on or before the Opt-Out Date.

(3) A Purchaser's written election to opt out will have no force and effect unless and until the Purchaser also provides to Ontario Counsel, on or before the Opt-Out Date:

(a) its full name, current address and telephone number;

- (b) to the extent applicable, the previous name(s) under which it purchased Corrugated Material from the Settling Defendants, or from Distributors;
- (c) the name(s) of each entity from whom it purchased Corrugated Material;
- (d) if the Purchaser agrees with any Purchase Price information that Ontario Counsel has provided, its written confirmation of agreement; and
- (e) if the Purchaser does not agree with any Purchase Price information that Ontario Counsel has provided, or if no Purchase Price information has been provided by Ontario Counsel:
 - (i) the Purchase Price and nature of all Corrugated Material it purchased; and
 - (ii) documentation evidencing its Purchase Price of Corrugated Material or, if such documentation is unavailable, its written certification to that effect.

12.2 Notification of Number of Opt Outs

Within 10 days of the Opt-Out Date, Ontario Counsel shall report to the Settling Defendants and advise as to the names of those persons, if any, who have opted out of the Proceedings, the reasons for the opt out, if known, its best estimate of the total Purchase Price of Corrugated Material purchased by each person who opted out and a summary of the information delivered by them pursuant to section 12.1(3).

SECTION 13 – TERMINATION OF SETTLEMENT AGREEMENT

13.1 Exercise of Termination Rights

- (1) The Settling Defendants have the right to terminate this Settlement Agreement, but only in the event that the Plaintiffs are unsuccessful in obtaining a final stay or dismissal of any and all Other Class Actions.
- (2) If the Settling Defendants wish to terminate the Settlement Agreement, they shall give written notice of termination to Class Counsel no later than 21 days after the Court's judgment failing to stay or dismiss the Other Class Actions and the disposal of all appeals (if any) therefrom or the expiration of the time for taking such appeals.

13.2 Effect of Termination Generally

- (1) Except as provided in sections 13.3 - 13.6, if this Settlement Agreement is terminated by the Settling Defendants, it shall have no further force and effect, shall not be binding, and shall

not be used as evidence or otherwise in any litigation, with respect to the Terminating Defendants.

(2) No motion to certify any of the Proceedings as a class action on the basis of this Settlement Agreement or to approve this Settlement Agreement shall proceed against the Terminating Defendants and any order certifying a Proceeding as a class action on the basis of the Settlement Agreement and approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect as against the Terminating Defendants, and everyone shall be estopped from asserting otherwise.

13.3 If Settlement Agreement is Terminated

(1) The Terminating Defendants shall bring motions before each of the Courts which shall issue orders in accordance with section 13.2, only with respect to the Terminating Defendants:

- (a) declaring the Settlement Agreement to be null and void and of no force or effect (except for the provisions set out in section 13.6);
- (b) setting aside any order certifying a Proceeding as a class action on the basis of the Settlement Agreement; and
- (c) directing that its Settlement Amount including interest, after a deduction for payment of the non-refundable notice expense provided in section 15(4), be returned to it.

(2) If there is any dispute about whether the Terminating Defendants have given a valid notice of termination in accordance with the provisions of this Settlement Agreement, then the Ontario Court shall determine that dispute on motion brought by a Party.

13.4 Allocation of Monies in the Account If the Settlement Agreement is Terminated

If the Settlement Agreement is terminated pursuant to this to section 13, Ontario Counsel shall return to the Terminating Defendants the Settlement Amount, including interest, after deduction for payment of the non refundable notice expense provided in section 15(4).

13.5 If the Settlement Agreement is Terminated Pursuant to Section 2

(1) If the Settlement Agreement is deemed to be terminated pursuant to section 2, Ontario Counsel shall return to the Settling Defendants all monies in the Account, including interest, after deduction for payment of the non-refundable notice expense provided in section 15(4).

(2) If the Settlement Agreement is null and void pursuant to section 2, any order certifying a Proceeding as a class action on the basis of the Settlement Agreement and approving this

Settlement Agreement shall be set aside and declared null and void and of no force or effect and everyone shall be estopped from asserting otherwise.

(3) If the Settlement Agreement is null and void pursuant to section 2, Ontario Counsel shall bring motions before each of the Courts which shall issue orders in accordance with section 13.4(2):

- (a) declaring the Settlement Agreement to be null and void and of no force or effect (except for the provisions set out in section 13.6);
- (b) setting aside any order certifying a Proceeding as a class action on the basis of the Settlement Agreement; and
- (c) directing that the monies in the Account be returned to the Settling Defendants, in accordance with section 13.4(1).

13.6 Survival of Provisions

If this Settlement Agreement is terminated for any reason, the provisions of sections 4.1(2), 4.2(2), 4.2(3), 9.1, 9.2, 10.2, 11.3, 13, 14.2(5), 14.2(6) and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect.

SECTION 14 – ADMINISTRATION AND IMPLEMENTATION

14.1 Mechanics of Administration

Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement shall be determined by the Courts on motions brought by Class Counsel.

14.2 Information and Assistance

- (1) Each Settling Defendant will make reasonable efforts to compile a list of the names and addresses of Purchasers in Canada who purchased Corrugated Material in Canada from them during the Purchase Period.
- (2) The information required by section 14.2(1) shall be delivered to Ontario Counsel within 30 business days of the execution of this Settlement Agreement by all Parties.
- (3) Ontario Class Counsel shall use the information provided under section 14.2(2) to advise Purchasers of this Settlement Agreement, the date of the approval hearings before the Courts and the Opt-Out Date.

(4) Each Settling Defendant will make reasonable best efforts to provide the Purchase Price information for each Purchaser. This information shall be provided to the administrator appointed to administer this Settlement Agreement within 14 days of the appointment of the administrator by the Courts, and shall be used by the administrator to facilitate the claims administration process eventually established in the plan required by section 5(1) of this Agreement.

(5) Any information obtained or created in the administration of this Settlement Agreement is confidential and, except as required by law, shall be used and disclosed only for the purpose of administering the Settlement Agreement.

(6) If this Settlement Agreement is null and void, all information provided by the Settling Defendants pursuant to this Settlement Agreement shall be returned to them forthwith and no record of the information so provided shall be retained by Class Counsel in any form whatsoever. If this Settlement Agreement is terminated, all information provided by the Terminating Defendants shall be returned to it forthwith and no record of the information so provided shall be retained by Class Counsel in any form whatsoever. Moreover, Class Counsel, and anyone currently or hereafter employed by, associated with or a partner with Class Counsel, may not divulge to anyone for any purpose any information obtained in the course of the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or as otherwise ordered by a court.

SECTION 15 – CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES

(1) Class Counsel may seek the Courts' approval to pay Class Counsel Fees and Administration Expenses from the monies in the Account.

(2) Subject to section 15(4), Class Counsel Fees and Administration Expenses may be paid out of the Account after the Effective Date.

(3) Subject to section 15(4), Class Counsel shall bring motions for approval and payment of Class Counsel Fees and Administration Expenses out of the Account, which motions shall be made returnable at the same time as the motions for approval of this Settlement Agreement.

(4) Notwithstanding section 15(2) and (3) and subject to section 15(5), Class Counsel may pay the costs of the first notice referred to in section 11.1 of this Settlement Agreement and, if applicable, the costs of the second and third notices referred to in sections 11.2 and 11.3, out of

the Account only after the notice(s) has been approved by the Courts, and such payment(s) shall constitute a non-refundable expense.

(5) In the event that the Plaintiffs reach a settlement with one or more of the Non-Settling Defendants and the notices referred to in section 11 apply to both this Settlement Agreement and such additional agreements reached by the Plaintiffs, the cost of the notices shall be shared equally by all Defendants to whom the notices apply.

SECTION 16 – MISCELLANEOUS

16.1 Motions for Directions

(1) Any Class Counsel or Settling Defendant may apply to the Courts for directions in respect of the implementation and administration of this Settlement Agreement.

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

16.2 Releasees Have No Liability for Administration

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

16.3 Headings, etc.

In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms “this Settlement Agreement”, “hereof”, “hereunder” and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

16.4 Ongoing Jurisdiction

(1) Each of the Courts shall retain exclusive jurisdiction over each Proceeding commenced in its jurisdiction, the parties thereto and the Class Counsel Fees in those Proceedings.

(2) Each Court shall not make any order or give any direction in respect of any matter of shared joint jurisdiction unless that order or direction is conditional upon a complimentary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.

16.5 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

16.6 Entire Agreement

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein. This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto and any such modification or amendment must be approved by the Courts with jurisdiction over the matter to which the amendment relates.

16.7 Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settling Defendants, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by the Settling Defendants shall be binding upon all of the Releasees.

16.8 Survival

The representations and warranties contained in this Settlement Agreement shall survive its execution and implementation.

16.9 Counterparts

This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

16.10 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous

drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

16.11 Recitals

The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

16.12 Schedules

The Schedules annexed hereto form part of this Settlement Agreement.

16.13 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.

16.14 Authorized Signatures

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

16.15 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For Settling Plaintiffs and for Class Counsel:

Charles M. Wright
Siskind, Cromarty, Ivey & Dowler LLP

Simon Hébert
Siskinds Desmeules s.e.n.c.r.l.

**Barristers and Solicitors
680 Waterloo Street
London, ON N6A 3V8**

Telephone: 519-672-2121
Facsimile: 519-672-6065
Email: charles.wright@siskinds.com

**Les promenades du Vieux-Quebec
43 rue De Buade, bureau 320
Quebec City, QC G1R 4A2**

Telephone: 418-694-2009
Facsimile: 418-694-0281
Email: simon.hebert@siskindsdesmeules.com

Todd Davies
**Alexander, Holburn, Beaudin & Lang LLP
Barrister & Solicitors
PO Box 10057
2700-700 West Georgia Street
Vancouver, BC V7Y 1B8**

Telephone: 604-688-1351
Facsimile: 604-669-7642
Email: tdavies@ahbl.ca

For Settling Defendants:

D. Michael Brown
**Ogilvy Renault LLP
Suite 3800
Royal Bank Plaza, South Tower
200 Bay Street
P.O. Box 84
Toronto, Ontario M5J 2Z4
Canada**

Telephone: 416-216-3962
Facsimile: 416-216-3930
Email: mbrown@ogilvyrenault.com

16.16 Language

The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English except for Schedules "D" and "G" which are prepared in French. Les Parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais sauf en ce qui a trait aux annexes "D" et "G" qui ont été rédigées en français.

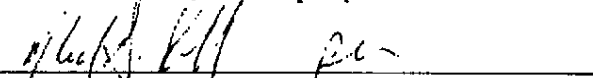
16.17 Article 2631 of the *Quebec Civil Code*

The Parties acknowledge that this Settlement Agreement constitutes a transaction within the meaning of article 2631 of the *Quebec Civil Code*, and the Settlement Class Members waive any recourses for annulment of this settlement in case of mistake of fact or law, any errors of calculation and any aggravation of any and all damages of any nature whatsoever in connection with any Released Claims.


The Parties have executed this Settlement Agreement as of the date on the cover page.

**La Cie McCormick Co., Mark Lefrançois and
South Vancouver Card Company**

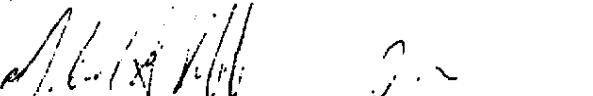
By:


Name: Siskind Cromarty Ivey & Dowler LLP
Title: Ontario Counsel

By:


Name: Siskind Cromarty Ivey & Dowler LLP
Title: British Columbia Counsel

By:


Name: Siskinds, Desmeules
Title: Quebec Counsel

**Stone Container Corp., Jefferson Smurfit Corp.,
Smurfit-Stone Container Corp., Smurfit-MBI and
Roger Stone**

By:

Name: Ogilvy Renault LLP (D. Michael
Brown)
Title: Counsel to the Settling Defendants

The Parties have executed this Settlement Agreement as of the date on the cover page.

**La Cie McCormick Co., Mark Lefrançois and
South Vancouver Card Company**

By:

Name: Siskind Cromarty Ivey & Dowler LLP
Title: Ontario Counsel

By:


Name: Siskind Cromarty Ivey & Dowler LLP
Title: British Columbia Counsel

By:

Name: Siskinds, Desmeules
Title: Quebec Counsel

**Stone Container Corp., Jefferson Smurfit Corp.,
Smurfit-Stone Container Corp., Smurfit-MBI and
Roger Stone**

By:



Name: Ogilvy Renault LLP (D. Michael
Brown)
Title: Counsel to the Settling Defendants

SCHEDULE "A" - PROCEEDINGS

Proceeding	Defendants	Settlement Class
<p>Ontario Superior Court of Justice Court File No. 43669 ("Ontario Action")</p>	<p>Stone Container Corp., Jefferson Smurfit Corp., Smurfit-Stone Container Corp., Smurfit-MBI, formerly known as Macmillan Bathurst, Roger Stone, 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</p>	<p>All persons (except for members of the BC Class and the Quebec Class) who, in Canada, purchased Corrugated Material Products for delivery in Canada during the Purchase Period.</p>
<p>Supreme Court of British Columbia, Vancouver Registry, Court File No. S053818 (the "BC Action")</p>	<p>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</p>	<p>All persons in British Columbia who purchased Corrugated Material Products in Canada during the Purchase Period (the "BC Class").</p>

	Packaging Inc., Gaylord Container Corp., Tenneco, Inc., Tenneco Packaging and Packaging Corporation of America	
Superior Court of Quebec (District of Quebec), File No. 200-06-000054-059 (the "Quebec Action")	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	All persons in Quebec who purchased Corrugated Material Products in Quebec during the Purchase Period and are eligible under the laws of Quebec to be a member of a settlement class (the "Quebec Class").

SCHEDULE "B"

Court File No. 43669 CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable .) _____, the _____ day
Justice ■) of _____, 2006

B E T W E E N:

LA CIE MCCORMICK CANADA CO.

Plaintiff

- and -

STONE CONTAINER CORP., JEFFERSON SMURFIT CORP., SMURFIT-STONE
CONTAINER CORP., SMURFIT-MBI, formerly known as MACMILLAN BATHURST,
ROGER STONE, 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

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiff, for an Order approving the form of the Notice of Certification and Settlement Approval Hearing to class members and approving the method of dissemination of the said Notice, was heard the ● day of ●, 2006 at the Court House, ●, Toronto, ON.

On reading the materials filed and hearing the submissions of counsel for the Plaintiff and for the Defendants:

(2) **THIS COURT ORDERS** that the Notice of Certification and Settlement Approval Hearing is hereby approved in the form attached at Tab A;

(3) **THIS COURT ORDERS** that the Notice of Certification and Settlement Approval Hearing be published by ■, 2006 in accordance with the plan of dissemination attached hereto at Tab B;

(4) **THIS COURT ORDERS** that the motion to certify this proceeding for the purposes of settlement and to approve the settlement agreement shall be heard on ■, 2006.

Date:

(Signature of judge, officer or registrar)

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

**ORDER
(Approval of Notice & Method of Dissemination)**

Siskind, Cromarty, Ivey & Dowler LLP
Barristers & Solicitors
680 Waterloo Street
P.O. Box 2520
London, ON N6A 3V8

Charles M. Wright LSUC #36599Q
Michael G. Robb LSUC #45787G
Tel: (519) 672-2121
Fax: (519) 672-6065

Solicitors for the Plaintiff

SCHEDULE "C"

No. S053818
Vancouver Registry

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*, R.S.B.C 1996

ORDER

BEFORE THE HONOURABLE) ● , the ● day
)
●) of ● , ●

THIS APPLICATION made by the Plaintiff, for an Order pursuant to section 21 of the *Class Proceedings Act* approving the form of the Notice of Certification and Settlement Approval Hearing to class members and approving the method of dissemination of the said Notice, was heard the ● day of ●, 2006 at the Court House, ●, Vancouver, British Columbia.

On reading the materials filed and hearing the submissions of Counsel for the Plaintiff and for the Defendants,

THIS COURT ORDERS

- (1) that the Notice of Certification and Settlement Approval Hearing, is hereby approved in the form attached at Tab A;
- (2) that the Notice of Certification and Settlement Approval Hearing be published in accordance with the plan of dissemination attached hereto at Tab B;
- (3) that the motion to certify this proceeding for the purposes of settlement and to approve the settlement agreement shall be heard on ■, 2006.

Date:

(Signature of judge, officer or registrar)

SCHEDULE "D"

[INSERT QUEBEC ORDER APPROVING NOTICE]

SCHEDULE "E"

Court File No. 43669

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable Justice ●) ● , the ● day
)
) of ● , 2006

B E T W E E N:

LA CIE MCCORMICK CANADA CO.

Plaintiff

- and -

**STONE CONTAINER CORP., JEFFERSON SMURFIT CORP., SMURFIT-STONE
CONTAINER CORP., SMURFIT-MBI, formerly known as MACMILLAN BATHURST,
ROGER STONE, 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

Proceeding under the Class Proceedings Act, 1992

ORDER

THIS MOTION made by the Plaintiff for an Order certifying this action as a class proceeding for settlement purposes as it relates to the Defendants, Stone Container Corp., Jefferson Smurfit Corp., Smurfit-Stone Container Corp., Smurfit-MBI, formerly known as MacMillan Bathurst and Roger Stone, and approving the settlement agreement entered into with

these Defendants was heard this day at the Court House, 361 University Avenue, Toronto, Ontario.

ON READING the materials filed, including the settlement agreement attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiff and counsel for the Defendants:

(1) **THIS COURT ORDERS AND DECLARES** that 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 the proceeding in Supreme Court of British Columbia Court File No. S053818, Vancouver Registry.
- (c) **"BC Class"** means all persons in British Columbia who purchased Corrugated Material Products in Canada during the Purchase Period.
- (d) **"Class Counsel"** means Siskind, Cromarty, Ivey and Dowler LLP.
- (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) **"Defendants"** means the individuals and entities named as defendants in the Ontario Action.

- (i) **"Non-Settling Defendant"** means a Defendant who is not a Settling Defendant, and includes a Terminating Defendant.
- (j) **"Ontario Action"** means this proceeding.
- (k) **"Ontario Releasers"** means, jointly and severally, the Plaintiff and the Settlement Class Members and their respective predecessors, successors, heirs, executors, administrators and assigns.
- (l) **"Other Actions"** means actions or proceedings, other than the Proceedings, relating to Released Ontario Claims commenced by a Settlement Class Member, and includes Other Class Actions.
- (m) **"Other Class Actions"** means any class action other than the Proceedings that is commenced in Canada prior to the date on which this Court hears the motion to approve the Settlement Agreement.
- (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 (District of Quebec) Court File No. 200-06-000054-059.
- (q) **"Quebec Class"** means all persons (within the meaning of Quebec law) in Quebec who purchased Corrugated Material Products in Quebec during the Purchase Period.
- (r) **"Released Ontario 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 Ontario Releasers, 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.

- (s) **"Releasees"** 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.
- (t) **"Settling Defendants"** means Stone Container Corp., Jefferson Smurfit Corp., Smurfit-Stone Container Corp., Smurfit-MBI and Roger Stone.
- (u) **"Settlement Class"** has the meaning attributed to it in paragraph 3 of this Order.
- (v) **"Settlement Class Member"** means a member of the Settlement Class who does not validly opt out of that Settlement Class in accordance with this Order.
- (w) **"Terminating Defendant"** means a Settling Defendant who terminates the Settlement Agreement in accordance with its terms.

(2) **THIS COURT ORDERS** that the Ontario Action be certified as a class proceeding as against the Settling Defendants for the purpose of settlement only.

(3) **THIS COURT ORDERS** that the Settlement Class be defined as:

All persons (except for members of the BC Class and the Quebec Class) who, in Canada, purchased Corrugated Material Products for delivery in Canada during the Purchase Period.

(4) **THIS COURT ORDERS** that La Cie McCormick Canada Co. is appointed as the representative plaintiff for the Settlement Class.

(5) **THIS COURT ORDERS** that the Ontario 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) **THIS COURT DECLARES** that the Settlement Agreement, annexed hereto as Schedule "A" to this Order, is fair, reasonable and in the best interests of the Settlement Class.

(7) **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented in accordance with its terms.

(8) **THIS COURT DECLARES** that 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, including those persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the Rules of Civil Procedure are dispensed with in respect of the Ontario Action.

(9) **THIS COURT ORDERS** that each potential member of the Settlement Class who elects to opt out of the Ontario Action must do so in the manner provided in the notice to be agreed by the parties and approved by this Honourable Court.

(10) **THIS COURT ORDERS** that the opt-out period run for a period of 60 days from the date of the first publication of the notice to be agreed by the parties and approved by this Honourable Court.

(11) **THIS COURT ORDERS** that any potential member of the Settlement Class who has opted out of the Ontario Action by submitting a properly completed opt-out form to be agreed by the parties and approved by this Honourable Court, to Ontario Counsel within the opt-out period described in section 10 of this Order, is not bound by the Settlement Agreement and may no longer participate in any continuation or settlement of the Ontario Action.

(12) **THIS COURT ORDERS AND DECLARES** that 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 Releasees, without costs and with prejudice.

(13) **THIS COURT ORDERS AND DECLARES** that each Other Action commenced in Ontario shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

(14) **THIS COURT ORDERS AND DECLARES** that each Ontario Releasor has released and shall be conclusively deemed to have fully, finally and forever released the Releasees from the Released Ontario Claims.

(15) **THIS COURT ORDERS** that each Ontario Releasor shall not commence or continue any action or take any proceeding relating in any way to the Released Ontario 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 Releasees, 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.

(16) **THIS COURT ORDERS AND DECLARES** that the Releasees have released and shall be conclusively deemed to have fully, finally and forever released each other from any and all claims for contribution and indemnity that said Releasees, 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 the Released Ontario Claims.

(17) **THIS COURT ORDERS AND DECLARES** that the use of the terms "Ontario Releasors" and "Released Ontario Claims" in this Order does not constitute a release of claims by those Settlement Class Members who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.

(18) **THIS COURT ORDERS AND DECLARES** that each Settlement Class Member who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors 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 Releasees in respect of or in relation to the Released Ontario Claims.

(19) **THIS COURT ORDERS** that 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 Released Ontario Claims, which were or could have been brought by any Non-Settling Defendant or any other person or party, against a Releasee, 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) **THIS COURT ORDERS** that 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) **THIS COURT ORDERS** that 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) **THIS COURT ORDERS** that 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) **THIS COURT ORDERS** that 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) **THE COURT ORDERS** that, 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) **THIS COURT ORDERS AND ADJUDGES** that the Ontario Action be and is hereby dismissed against the Settling Defendants with prejudice and without costs.

(26) **THE COURT ORDERS** that 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) **THIS COURT ORDERS AND DECLARES** that the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

Date:

(Signature of judge, officer or registrar)

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

**ORDER
(Approval of Settlement Agreement)**

Siskind, Cromarty, Ivey & Dowler LLP Barristers &
Solicitors
680 Waterloo Street
P.O. Box 2520
London, ON N6A 3V8

Charles M. Wright LSUC #36599Q
Michael G. Robb LSUC #45787G
Tel: (519) 672-2121
Fax: (519) 672-6065

Solicitors for the Plaintiff

SCHEDULE "F"

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 THE HONOURABLE)
)
●) ● , the ● day
)
) of ● , 2006

THIS APPLICATION of the Plaintiff coming on for hearing on ● 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 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiff and counsel for the Defendants,

THIS COURT ORDERS AND DECLARES 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 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) "**Covenantees**" 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, annexed hereto as Schedule "A" to this Order, 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 to be agreed by the parties and approved by this Honourable Court.

(11) the opt-out period run for a period of 60 days from the date of the first publication of the notice to be agreed by the parties and approved by this Honourable Court.

(12) any potential member of the Settlement Class who has opted out of this action by submitting a properly completed opt-out form to be agreed by the parties and approved by this Honourable Court, to Class Counsel 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 "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 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.

Date:

(Signature of judge, officer or registrar)

SCHEDULE "G"

[INSERT QUEBEC APPROVAL ORDER]

SCHEDULE "H"

NOTICE OF HEARING IN THE LINERBOARD/CORRUGATED MATERIAL CLASS ACTION LITIGATION

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.

TO: All persons who, in Canada, purchased Corrugated Material Products for delivery in Canada between January 1, 1993 and December 31, 1995, except the Defendants, subsidiaries or affiliates of each Defendant, and the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest.

"**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.

"**Corrugated Material Products**" means Corrugated Material and any products that directly or indirectly contain, include, are packaged in or are derived from Corrugated Material.

I. THE PURPOSE OF THIS NOTICE

Class proceedings have been initiated alleging a conspiracy to fix prices in the market for Corrugated Material. A previous notice in this case was distributed pursuant to Court orders which advised of hearings to approve two settlement agreements with certain defendants. The previous notice can be viewed at www.classaction.ca.

A third settlement agreement (the "Stone Agreement") has now been reached between the Plaintiffs and the remaining defendants, Stone Container Corp., Jefferson Smurfit Corp., Smurfit-Stone Container Corp., Smurfit-MBI, formerly known as Macmillan Bathurst, and Roger Stone (the "Stone Defendants"). This notice is to advise you of the Stone Agreement and

to inform you of your rights as a class member under the settlements. You will be bound by the terms of the settlements unless you exclude yourself by opting out of the settlements. Opting out is explained below.

A hearing has already been conducted in Ontario concerning the first two settlements. The Orders of Justice Hoy dated May XX, 2006, approving the settlements can be viewed at www.classaction.ca. In addition to seeking approval of the first two settlements at hearings scheduled in the Supreme Court of British Columbia in the City of Vancouver (800 Smithe Street) on June 21, 2006 at 9:00 a.m. and the Quebec Superior Court in Quebec City (300 Boulevard Jean-Lesage) on July 4, 2006 at 10:30 a.m., the motions in British Columbia and Quebec will now also seek to approve the Stone Agreement and the method of distributing the settlement monies for all three settlements. A further hearing has been scheduled in the Ontario Superior Court of Justice for August 15, 2006 to approve the Stone Agreement, legal notice to be provided, and the method of distributing the settlement monies.

Settlement Class Members are entitled to appear and make submissions at the settlement approval hearings. If you wish to comment on or make an objection to the settlements, a written submission should be delivered to Class Counsel at the address listed below, no later than June 14, 2006. Class Counsel will forward all such submissions to the Court. All timely filed written submissions will be considered by the Court. If you do not timely file a written submission, you will not be entitled to participate in the hearing(s). If all three settlements receive Court approval, a further notice will be published to advise of such Court approval and explain how eligible class members can make a claim for direct compensation pursuant to the distribution protocol.

Settlement Class Members who do not oppose the proposed settlements need not appear at the hearings or take any other action at this time to indicate their desire to participate in the settlements.

II. THE SETTLEMENTS AND DISTRIBUTION

Under the terms of the Stone Agreement, the Stone Defendants will, in exchange for a full dismissal of claims against them relating to the Proceedings, pay US\$[insert amount of Stone Settlement] into a Settlement Fund for the benefit of class members to be held in trust by Class Counsel along with the payments made under the first two settlements, pending further orders of the Courts approving the claims administrator and distribution protocol. The total amount to be held in the Settlement Fund in respect of all three settlements is \$XXX.XX.

The Defendants will consent to the certification of the Proceedings as class proceedings solely for the purpose of settlement approval. The Defendants do not admit any wrongdoing or liability on their part. The proposed settlements are a compromise of disputed claims. If all three settlements are approved, the class proceedings will be dismissed and will not continue against any Defendant.

Class Counsel will propose, and publish on www.classaction.ca, a distribution protocol which will govern the allocation of settlement funds to eligible Settlement Class Members. It is Class Counsel's intention that tiered cash payments be available to those Settlement Class Members with the greatest volume of purchases from the Settling Defendants. A sum of money will also be available to an organization which will be an indirect benefit to smaller purchasers in light of the high cost of administering modest settlement payments. It is Class Counsel's expectation that the distribution protocol will be published on www.classaction.ca shortly after the publication of this notice.

III. OPTING OUT OF THE PROCEEDINGS

You will be bound by the terms of the settlements, if approved, unless you "opt out". This means that you will not be able to bring or maintain any other claim or legal proceeding against the Defendants in connection with allegations of conspiracy in the market for Corrugated Material Products, unless you opt out. The deadline to opt out of the proceeding will be set by the Courts at the Certification and Settlement Approval Hearings and will be published in the future notice.

If you opt out of the Proceedings, you will not be able to participate in these settlements.

IV. CLASS COUNSEL

The law firm of Siskind, Cromarty, Ivey & Dowler ^{LLP} represents class members in provinces other than Quebec, and corporate entities in Quebec, and can be reached toll-free at 1-800-461-6166 ext. 455 or by mail at 680 Waterloo Street, London, ON N6A 3V8.

The law firm of Siskinds, Desmeules s.e.n.c.r.l. represents the Quebec consumers. Quebec Class Counsel can be reached at 418-694-2009 or by mail at Les promenades du Vieux-Quebec, 43 rue De Buade, bureau 320, Quebec City, QC G1R 4A2.

Class Counsel will be seeking approval of their fees and disbursements at the hearings. Class Counsel collectively will be requesting legal fees of 25% of the Settlement, plus disbursements and applicable taxes.

V. QUESTIONS ABOUT THE SETTLEMENTS

If you would like a copy of the settlements, or have questions, you can call Class Counsel's Information Line at 1-800-461-6166 ext. 455. This notice contains only a summary of the settlements and proposed distribution protocol and class members are encouraged to review the entire documents. Copies of the settlements and proposed distribution protocol can be obtained free of charge at www.classaction.ca or they can be mailed to you at a cost of \$20, which represents the cost of photocopying and mailing. **INQUIRIES SHOULD NOT BE DIRECTED TO THE COURT.**

If you would like to register to directly receive future notice, please contact Class Counsel via the contact information noted above.

IV. INTERPRETATION

This notice contains a summary of some of the terms of the settlements and proposed distribution protocol. If there is a conflict between the provisions of this notice and the settlements and/or distribution protocol, including any appendices, the terms of the settlements and/or distribution protocol shall prevail.

THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE, THE SUPREME COURT OF BRITISH COLUMBIA & THE QUEBEC SUPERIOR COURT

SCHEDULE "I"

NOTICE OF TERMINATION OF SETTLEMENT AGREEMENT IN THE MATTER OF LINERBOARD/CORRUGATED MATERIAL CLASS ACTION LITIGATION

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.

TO: All persons who, in Canada, purchased Corrugated Material Products for delivery in Canada between January 1, 1993 and December 31, 1995, except the Defendants, subsidiaries or affiliates of each Defendant, and the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest.

"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.

"Corrugated Material Products" means Corrugated Material and any products that directly or indirectly contain, include, are packaged in or are derived from Corrugated Material.

THE PROCEEDINGS

Class Proceedings lawsuits were initiated in Ontario, British Columbia and Quebec against Stone Container Corp., Jefferson Smurfit Corp., Smurfit-Stone Container Corp., Smurfit-MBI, formerly known as Macmillan Bathurst, Roger Stone, 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 (the "Defendants"), in which it is alleged that the Defendants conspired to fix prices and supply of Corrugated Material Products in Canada (collectively the "Proceedings").

TERMINATION OF THE SETTLEMENT AGREEMENT

A Settlement Agreement was reached between the Plaintiff and the Defendants, Stone Container Corp. Jefferson Smurfit Corp., Smurfit-Stone Container Corp., Smurfit-MBI and Roger Stone, and was approved by some of the Courts (the "Agreement").

The Agreement has been terminated in accordance with its provisions.

As a result, the settlement outlined in the Agreement will not be implemented. Any order of the Courts certifying the proceeding as a class action shall be set aside and declared null and void and of no force or effect. The Proceedings will continue to be prosecuted against the Defendants who are parties to the terminated Agreement. All settlement class members, including those that delivered a written election to opt out, remain potential class members in the continuing Proceedings.

Complete information on the Agreement and its termination is found at www.classaction.ca. Questions about the termination of the Agreement should be directed by email to jennifer.bald@siskinds.com or by phone to 1-800-461-6166, ext. 455.

THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE, THE SUPREME COURT OF BRITISH COLUMBIA, AND THE QUEBEC SUPERIOR COURT

SCHEDULE "B"

OPT OUT FORM:

LINERBOARD/CORRUGATED MATERIAL PRODUCTS PRICE FIXING CLASS ACTION LITIGATION:

1. CURRENT INFORMATION:

NAME _____

ADDRESS _____

TELEPHONE: _____

2. PREVIOUS INFORMATION (previous names through which Corrugated Material Products were purchased between January 1, 1993 and December 31, 1995):

NAME: _____

3. ENTITIES FROM WHICH CORRUGATED MATERIAL PRODUCTS WERE PURCHASED BETWEEN JANUARY 1, 1993 and DECEMBER 31, 1995:

4. QUANTITIES, PRICES AND TYPES OF PURCHASES MADE BETWEEN JANUARY 1, 1993 and DECEMBER 31, 1995 (attach supporting documentation if available):

I/We hereby declare my/our intent to opt out of the certification and approval of the Settlement Agreement reached between the Plaintiff and the Settling Defendants. I/We recognize and acknowledge that by completing and signing this form I/we have foregone my/our rights to make any claim in the Settlement Agreement. If supporting documentation is not attached to this Form, I/We certify that such documentation is unavailable.

SCHEDULE "C"

DISTRIBUTION PROTOCOL

The procedures set forth herein are intended to govern the administration of the Settlement Amount paid in accordance with the Settlement Agreements. The procedures shall be implemented by the administrator appointed to administer the Settlement Agreements (the "Claims Administrator"), subject to the ongoing authority and supervision of the Ontario Superior Court of Justice. The definitions set out in the Settlement Agreements apply to and are incorporated into this Distribution Protocol which operates with respect to Corrugated Material and Corrugated Material Products.

1. ALLOCATION OF SETTLEMENT AMOUNT

1.1. Three Funds have been created from the Settlement Amount, as follows:

(1) Fund 1, which compensates Settlement Class Members who purchased Corrugated Materials from the Defendants (excluding Smurfit-MBI) during the Purchase Period;

(2) Fund 2, which compensates Settlement Class Members who purchased Corrugated Materials from non-Defendants and Smurfit-MBI; and

(3) Fund 3, which consists of \$75,000.00 and will be distributed to the Tree Canada Foundation for the benefit of all remaining Settlement Class Members.

1.2 Prior to allocating the Settlement Amount to Funds 1 and 2, the following expenses shall be deducted:

(1) legal fees, disbursements and taxes;

(2) legal notice and claims administration.

1.3 After reduction by the above amounts, \$75,000.00 shall be allocated to Settlement Class Members who do not satisfy the eligibility requirements in section 2 of this Distribution Protocol. These Settlement Class Members will indirectly benefit through a distribution to the Tree Canada Foundation.

1.4 The remaining monies in the Settlement Amount shall then be allocated 90% to Fund 1 and 10% to Fund 2.

1.5 Fund 1 will directly compensate eligible Settlement Class Members who had purchases of Corrugated Material directly from one or more Defendants (excluding purchases from Smurfit-MBI) during the Purchase Period.

1.6 Fund 2 will directly compensate eligible Settlement Class Members who had significant purchases of Corrugated Material from one or more non-Defendants, including Smurfit-MBI, during the Purchase Period.

2 **ELIGIBILITY FOR COMPENSATION**

- 2.1** **FUND 1:** Subject to the approval of the Claims Administrator, a Settlement Class Member shall be eligible for compensation out of Fund 1 upon filing a properly completed claim form postmarked on or before the claim deadline establishing that the Settlement Class Member is resident in Canada and had purchases of Corrugated Material from one or more Defendants (excluding purchases from Smurfit-MBI) for delivery in Canada during the Purchase Period.
- 2.2** Settlement Class Members who are eligible for compensation from Fund 1 will receive a pro-rata share of the monies in Fund 1 based on their total purchases of Corrugated Material from the Defendants (excluding purchases from Smurfit-MBI) during the Purchase Period. In calculating a Settlement Class Member's pro-rata share of the monies in Fund 1, Settlement Class Members will be given credit for twice the purchase amount of purchases of any grade of paperboard suitable for use as the inner and outer layers of corrugated sheets ("Linerboard"), as opposed to purchases of other types of Corrugated Material.
- 2.3** Settlement Class Members shall, to the extent possible, be provided with a letter from the Claims Administrator which details their purchases from the Defendants (other than Smurfit-MBI).
- 2.4** A Settlement Class Member may accept the Claims Administrator's record of purchases or may submit additional information in support of their claim. Any Settlement Class Member who does not receive a letter in the form referred to in section 2.3 but believes that they qualify for compensation from Fund 1 may submit a claim form with evidence of purchases from the Defendants.
- 2.5** **FUND 2:** Subject to the approval of the Claims Administrator, a Settlement Class Member shall be eligible for compensation out of Fund 2 upon filing a properly completed claim form postmarked on or before the claim deadline establishing that the Settlement Class Member is resident in Canada and had purchases of Corrugated Material of \$250,000 or more from non-Defendants and/or Smurfit-MBI for delivery in Canada during the Purchase Period.
- 2.6** Settlement Class Members who are eligible for compensation from Fund 2 will receive an equal share of the monies in Fund 2 based on the number of eligible Settlement Class Members who make claims.
- 2.7** Eligible Settlement Class Members may receive direct compensation from both Fund 1 and Fund 2.
- 2.8** The claim deadline shall be 90 days after the date on which notice giving Settlement Class Members an opportunity to file a claim is published. The letters referenced in section 2.3 shall be sent within seven days after the publication of such notice.
- 2.9** A Settlement Class Member who opts out of the within proceeding or has settled their claim against any Defendant is ineligible for payment.

- 2.10 Each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of any of the foregoing are ineligible for payment.

3 GENERAL CLAIMS PROCESSING GUIDELINES

3.1 Efficiency

The Claims Administrator shall process all claims in a cost-effective and timely manner.

3.2 Technical Deficiencies

If during claims processing, the Claims Administrator finds that technical deficiencies exist in a claimant's claim form, the Claims Administrator shall notify the claimant of the deficiencies via regular mail and shall allow the claimant thirty (30) days from the date of mailing of such notice to correct the deficiencies. If the deficiencies are not corrected within the thirty (30) day period, the Claims Administrator shall reject the claim without prejudice to the right of the claimant to resubmit the claim provided the claimant is able to meet the filing deadlines and other requirements set forth in this Distribution Protocol.

Technical deficiencies shall not include missing the deadline for filing the claim form. In no event shall the Claims Administrator accept claim forms postmarked after the claim deadline.

3.3 Notification and Payment of Claims

The Claims Administrator shall notify via regular mail all claiming Settlement Class Members as to the approval or rejection of their claims under this Distribution Protocol.

The Claims Administrator shall make arrangements to pay approved claims as expeditiously as possible.

3.4 Appeal of Claims

Each claimant shall be granted thirty (30) days from the date it receives notice pursuant to section 3.3 of this Distribution Protocol, to appeal the rejection (in whole or in part) of its claim. Such appeal will be on the basis of written submissions, supported only by the documentation originally provided to the Claims Administrator. The appeals will be determined by the relevant Court, or as directed by that Court.

The judgment of the relevant Court respecting any appeal from the Claims Administrator's decision is final and binding and shall not be subject to any further appeal or review whatsoever.

SCHEDULE "D"

**NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL IN THE
MATTER OF LINERBOARD/CORRUGATED MATERIAL CLASS
ACTION LITIGATION**

**PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR
LEGAL RIGHTS.**

TO: All persons who, in Canada, purchased Corrugated Material Products for delivery in Canada between January 1, 1993 and December 31, 1995, except the Defendants, subsidiaries or affiliates of each Defendant, and the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest.

"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.

"Corrugated Material Products" means Corrugated Material and any products that directly or indirectly contain, include, are packaged in or are derived from Corrugated Material.

I. THE PURPOSE OF THIS NOTICE

Class Proceedings lawsuits have been initiated in Ontario, British Columbia and Quebec against Stone Container Corp., Jefferson Smurfit Corp., Smurfit-Stone Container Corp., Smurfit-MBI, formerly known as Macmillan Bathurst, Roger Stone, 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 (the "Defendants"), in which it is alleged that the Defendants conspired to fix prices and supply of Corrugated Material Products in Canada (collectively the "Proceedings").

Settlement Agreements have been reached with each of the Defendants.

The Proceedings were certified for settlement purposes and the Agreements approved by the Courts in Ontario on May 24, 2006 and X, Quebec on X and British Columbia on X.

This notice is to advise you of the Agreements and to inform you of your rights as a Class Member under the Agreements. You will be bound by the terms of the Agreements unless you exclude yourself by opting out of the Agreements. Opting out is explained below.

II. THE AGREEMENTS

Under the terms of the Agreements, the Defendants have agreed, in exchange for a full release of claims against them relating to the Proceedings, and after certain settlement rebates, to pay a total of \$● into a Settlement Fund for the benefit of Class Members.

The total fees, disbursements and taxes of class counsel in all jurisdictions, as approved by the Courts, are \$X.

The Defendants do not admit any wrongdoing or liability on their part. The Agreements represent a compromise of disputed claims. The Proceedings were certified as a class proceeding on consent against the Defendants for the purpose of the Agreements only.

III. DISTRIBUTION PLAN

Of the total monies payable, and after reduction for payment to Class Counsel for legal fees, disbursements, and taxes, and payment of legal notice and claims administration fees, payments shall be made to Settlement Class Members as follows:

1. \$75,000 shall be paid to the Tree Canada Foundation for the indirect benefit of those Class Members who are not eligible for the cash payments detailed below.
2. 90% of the remaining funds shall be allocated to compensate Class Members who had purchases of Corrugated Material directly from one or more Defendants (excluding purchases from Smurfit-MBI) during the Purchase Period (January 1, 1993 to December

31, 1995). This fund shall be paid out to Eligible Claimants on a pro rata basis based on the dollar value of Corrugated Material purchased, with linerboard being valued at twice the level of other Corrugated Material.

3. 10% of the remaining funds shall be allocated to compensate Class Members who had purchased at least \$250,000.00 of Corrugated Material from one or more non-Defendants, and Smurfit-MBI, during the Purchase Period (January 1, 1993 to December 31, 1995). This fund shall be paid out to Eligible Claimants on a per capita basis (equal shares).

Eligible Settlement Class Members may receive direct compensation from both of the above Funds. Eligible Settlement Class Members must complete a Claim Form, and submit certain required supporting documentation outlined in the Claim Form. To be eligible for compensation, the Claim Form together with the required supporting documentation must be submitted to the Claims Administrator by [insert date]. You may obtain the Claim Form by visiting Class Counsel's website at www.classaction.ca or by contacting the Claims Administrator at ●.

IV. OPTING OUT OF THE PROCEEDINGS

If you would like to exclude yourself from the Proceedings and from participating in the settlement, you must opt out by faxing, couriering or mailing a completed Opt-Out Form to the Claims Administrator. You may obtain an Opt-Out Form by visiting Class Counsel's website at www.classaction.ca or by contacting the Claims Administrator at ●.

If a Class Member does not timely and properly opt out of the settlements, he, she or it will be forever barred from instituting or continuing any action against the Defendants and/or Released Parties related to allegations of conspiracy in the market for Corrugated Material Products.

The Opt-Out Form must be received by the Claims Administrator on or before ■ [insert date - 60 days from the date of publication of this Notice] at the following address:

●

V. FURTHER INFORMATION

Complete copies of the Agreements, court approval materials, court orders, Distribution Protocol, Opt Out Form and Claim Form are available on Ontario Class Counsel's website at www.classaction.ca.

The law firm of *Siskind, Cromarty, Ivey & Dowler LLP* represents Class Members in provinces other than Quebec, and corporate entities in Quebec. *Siskind, Cromarty, Ivey & Dowler LLP* can be reached toll-free at 1-800-461-6166 ext. 455 or by mail at 680 Waterloo Street, London, ON N6A 3V8.

The law firm of *Siskinds, Desmeules s.e.n.c.r.l.* represents the Quebec consumers. Quebec Class Counsel can be reached at 418-694-2009 or by mail at Les promenades du Vieux-Quebec, 43 rue De Buade, bureau 320, Quebec City, QC G1R 4A2.

If there is a conflict between the provisions of this Notice and the Agreements, including their appendices, the terms of the Agreements shall prevail.

THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE, THE SUPREME COURT OF BRITISH COLUMBIA & THE QUEBEC SUPERIOR COURT.

SCHEDULE "E"

PLAN OF DISSEMINATION
NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL
IN THE MATTER OF LINERBOARD/CORRUGATED MATERIAL
CLASS ACTION LITIGATION

The Notice of Certification and Settlement Approval in the Matter of Linerboard/Corrugated Material Class Action Litigation shall be distributed by Class Counsel in the following manner:

1. published once in the following newspapers:
 - (a) Globe and Mail (National Edition);
 - (b) Le Journal de Montréal;
 - (c) Le Journal de Québec;
2. sent to the Consumers' Association of Canada for posting on their website;
3. sent to the following industry groups, with a request from the Courts that they provide notice to their members across Canada:
 - (a) The Mover's Association of Canada;
 - (b) The Canadian Corrugated Case Association;
 - (c) The Canadian branch of the Association of Independent Corrugated Converters;
 - (d) The Packaging Association of Canada;
 - (e) The Canadian Manufacturers and Exporters Association;
 - (f) The Retail Council of Canada;
 - (g) The Canadian Federation of Independent Grocers; and
 - (h) The Canadian Council of Grocery Distributors.
4. posted on class counsel's website at www.classaction.ca;
5. sent by direct mail to each of the Defendants' direct purchaser customers for whom the Defendants have provided name and address information; and
6. sent by direct mail to anyone who objected to or inquired about the previous notice.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

Proceeding under the *Class Proceedings Act, 1992*

ORDER

**Certification, Stone Settlement Agreement
Approval and Approval of Distribution Protocol
(Returnable August 15, 2006)**

Siskind, Cromarty, Ivey & Dowler LLP
Barristers & Solicitors
680 Waterloo Street
P.O. Box 2520
London, ON N6A 3V8

Charles M. Wright LSUC#: 36599Q
Tel: (519) 672-2121
Fax: (519) 672-6065

Solicitors for the Plaintiff