

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

Made as of December 1, 2005

Between

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

and

**UNION CAMP CORP., INTERNATIONAL PAPER CO., INTERNATIONAL PAPER
CANADA, INC., also known as INTERNATIONAL PAPER LTD – CANADA, GEORGIA
PACIFIC CORP., GEORGIA PACIFIC CANADA, INC., WEYERHAEUSER
COMPANY, WEYERHAEUSER COMPANY LIMITED, formerly known as
WEYERHAEUSER CANADA LTD., WEYERHAEUSER PAPER CO. (a division of
WEYERHAEUSER COMPANY), PACKAGING CORPORATION OF AMERICA,
PACTIV, formerly known as TENNECO PACKAGING, INC. (incorrectly named as
TENNECO PACKAGING) and TENNECO AUTOMOTIVE, formerly known as
TENNECO, INC.
(the “Settling Defendants”)**

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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 and 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 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?
- (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 the date which is 20 business days after the execution of this Settlement Agreement by or on behalf of all Parties.

(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) **Non-Settling Defendant** means a Defendant who is not a Settling Defendant, and includes a Terminating Defendant.

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

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

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

(20) **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.

(21) **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.

(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)(b) of this Settlement Agreement.

(23) **Parties** means the Plaintiffs and the Settling Defendants.

(24) **Plaintiffs** means the individuals and entities named as plaintiffs in the Proceedings as set out in Schedule A.

(25) **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.

(26) **Purchase Period** means January 1, 1993 to December 31, 1995.

(27) **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.

(28) **Purchaser** means a person who purchased Corrugated Material in Canada during the Purchase Period directly from a Defendant.

(29) **Quebec Counsel** means Siskinds, Desmeules s.e.n.c.r.l.

(30) **Quebec Court** means the Quebec Superior Court.

(31) **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 the purchase, sale, pricing, discounting, marketing or distributing of Corrugated Material Products in Canada, or relating to any conduct alleged (or which could have been alleged) in the Proceedings, including, without limitation, any such claims which have been asserted, would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of Corrugated Material Products in Canada.

(32) **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.

(33) **Releasors** means, jointly and severally, the Settling Plaintiffs and the Settlement Class Members and their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

(34) **Relevant Additional Settlement** means a settlement of the Proceedings by the Plaintiffs and a Non-Settling Defendant whereby the Relevant Additional Settlement Percentage is less than 0.6%.

(35) **Relevant Additional Settlement Amount** is the amount a Non-Settling Defendant agrees to pay pursuant to a Relevant Additional Settlement and, in the case where that amount is in a currency other than Canadian dollars, the Canadian dollar equivalent of that amount calculated using the Bank of Canada exchange rate at the close of business on the date notice is provided pursuant to section 4.3(1) of this Settlement Agreement.

(36) **Relevant Additional Settlement Percentage** is the Relevant Additional Settlement Amount expressed as a percentage of the Purchase Price of Corrugated Material sold by the Non-Settling Defendant who is a party to the Relevant Additional Settlement.

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

(38) **Settlement Amount** means CDN \$935,528.00.

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

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

(41) **Settlement Share** means, for each Settling Defendant, the amount set out for each Settling Defendant in Schedule B.

(42) **Settling Defendants** means Union Camp Corp., International Paper Co., International Paper Canada, Inc., also known as International Paper Ltd – Canada, Georgia Pacific Corp., Georgia Pacific Canada, Inc., Weyerhaeuser Company, Weyerhaeuser Company Limited, formerly known as Weyerhaeuser Canada Ltd., Weyerhaeuser Paper Co. (a division of

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

(43) *Terminating Defendants* 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 its 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 March 1, 2006, the Plaintiffs shall bring motions before the Courts:

- (a) for orders substantially in the form set out in Schedules C, D and E scheduling an approval hearing in each of the Proceedings; and
- (b) for orders in the form set out in Schedules F, G and H 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 F – paragraphs 4, 9, 10, 24, 26 and 28;
 - (ii) Schedule G – paragraphs 4, 10, 11, 24, 26 and 28; and
 - (iii) Schedule H - paragraphs 16, 21, 22, 23 and 36.

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

3.3 Sequence of Motions

The Plaintiffs in British Columbia and Quebec shall not proceed with motions to approve this Settlement Agreement in the Proceeding commenced in their respective jurisdictions unless and until the Ontario Court approves this Settlement Agreement. The approval motions may be filed in British Columbia and Quebec, but British Columbia Counsel and Quebec Counsel agree to seek an adjournment of their approval hearings until after the Ontario Court renders its decision on the motion for approval brought before it.

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) Each Settling Defendant shall pay its Settlement Share to Ontario Counsel for deposit into the Account on or before the Deposit Date. The Settling Defendants' obligations to pay their respective Settlement Shares are several only, and not joint and several, and no Settling Defendant shall for any reason be responsible for or the subject of a claim regarding any deficiency by another Settling Defendant in paying that other Settling Defendant's Settlement Share.

(3) 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.

4.3 Partial Refund of Settlement Amount

(1) The Plaintiffs will advise the Settling Defendants in writing of any Relevant Additional Settlement and the Relevant Additional Settlement Percentage, immediately upon reaching a Relevant Additional Settlement.

(2) In the event of a Relevant Additional Settlement, the Settling Defendants shall be paid a refund out of the Account in the amount of (i) 0.825% minus the Relevant Additional Settlement Percentage (ii) multiplied by CDN \$110.37 million, to a maximum of 50% of the Settlement Amount or 50% of the Relevant Additional Settlement Amount, whichever is less.

(3) Any refund payable pursuant to this section shall be paid to the Settling Defendants pro rata based on the amount of their respective Settlement Shares as set out in Schedule B.

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

A Settling Defendant shall be entitled to an Opt-Out Refund to a maximum of its Settlement Share for any of its Purchasers who opt out in accordance with this Settlement Agreement.

6.2 Calculation

An Opt-Out Refund shall be calculated as .45% of the Purchase Price of Corrugated Material purchased by an opted-out Purchaser from the Settling Defendant.

6.3 Application and Payment

(1) A 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 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
- (d) such other records from which the required information may be determined.

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 Release by Releasees

Upon the Effective Date, each Releasee forever and absolutely releases each of the other Releasees from any and all claims for contribution or indemnity with respect to the Released Claims.

7.3 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 Releasors 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.

7.4 No Further Claims

The Releasors 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.

7.5 Dismissal of Proceedings

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

7.6 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, 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 8.1, 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 8.1 and 8.2(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 in the form attached as Schedule I. Class Counsel shall cause the notice to be published and distributed in the following manner and by a date to be set by the Courts:

- (a) published once in the National Edition of The Globe and Mail Newspaper;
- (b) sent to the Purchasers for whom the Settling Defendants have provided name and address information in accordance with section 14.2 of this Settlement Agreement;
- (c) posted on Ontario Counsel's website at www.classaction.ca; and
- (d) published once in both of Le Journal de Quebec and Le Journal de Montreal.

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 in the form attached as Schedule J. Class counsel shall cause the notice to be published and distributed in the manner set out in section 11.1 of this Settlement Agreement and, in the event this Settlement Agreement is approved by the Courts, this notice shall be published and distributed no later than 21 days after the Effective Date.

11.3 Termination Notice

If this Settlement Agreement is terminated after the second notice provided for in section 11.2 has been published and distributed, a notice of termination shall be given to the Settlement Classes in the form attached as Schedule K 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.

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) Each Settling Defendant has the right to terminate this Settlement Agreement, but only with respect to itself, in the event that the Plaintiffs are unsuccessful in obtaining a final stay or dismissal of any and all Other Class Actions.
- (2) A Settling Defendant who wishes to terminate the Settlement Agreement shall give written notice of termination to Class Counsel and the other Settling Defendants 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.
- (3) For greater certainty any termination by a Settling Defendant pursuant to this section automatically terminates the Settlement Agreement for that Terminating Defendant, and does not in any way affect the rights of the remaining Settling Defendants under the Settlement Agreement.
- (4) No Releasee shall make or advance any claim of any kind against any Settling Defendant in connection with or arising out of any decision the Settling Defendant makes or fails to make to exercise or not to exercise a right under this section to terminate this Settlement Agreement.

13.2 Effect of Termination Generally

- (1) Except as provided in sections 13.3, 13.4 and 13.6, if this Settlement Agreement is terminated by a Settling Defendant in accordance with this section, 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 a Terminating Defendant 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 a Terminating Defendant, and anyone shall be estopped from asserting otherwise.

13.3 If Settlement Agreement is Terminated Pursuant to Section 13.1

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

- (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 Share including interest, after a pro rata 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 a Terminating Defendant has 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 each Terminating Defendant its Settlement Share, 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, in the proportions they contributed, all monies in the Account, including interest, after deduction for payment of the non-refundable notice expense provided in section 15(4), which expense shall be shared equally by the Settling Defendants.

(2) If the Settlement Agreement is deemed to be terminated 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 anyone shall be estopped from asserting otherwise.

(3) If the Settlement Agreement is deemed to be terminated pursuant to section 2, Ontario Counsel shall bring motions before each of the Courts which shall issue orders in accordance with section 13.5(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 13.5(1).

13.6 Survival of Provisions

If this Settlement Agreement is terminated for any reason, the provisions of sections 4.1(3), 4.2(2) and (3), 9.1, 9.2, 10.2, 11.3, 13, 14.2(5) and (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 or their Affiliated Defendants 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 Defendant 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, but only up to a maximum of \$15,000.00 per notice (for a maximum potential payment of \$45,000.00 if all three notices are required) and 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 but in no event shall the costs paid out of the Account exceed \$45,000.00.

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 that Proceeding.

(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 Releasers, 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 Releasers 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 Schedule 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
Barristers and Solicitors

Simon Hébert
Siskinds, Desmeules s.e.n.c.r.l.
Les promenades du Vieux-Quebec

**680 Waterloo Street
London, ON N6A 3V8**

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

Todd Davies
**Alexander, Holburn, Beaudin & Lang –
2700-700 West Georgia Street
Vancouver, B.C.
V7Y 1B8**

Telephone: 604-688-1351
Facsimile: 604-669-7642

For Settling Defendants:

Sandra A. Forbes
**Davies Ward Phillips & Vineberg LLP
Barristers and Solicitors
Box 63, Suite 4400
1 First Canadian Place
Toronto ON M5X 1B1**

Telephone: 416-863-5574
Facsimile: 416-863-0871
Email: sforbes@dwpv.com

Counsel for Packaging Corporation of America, Pactiv, formerly known as Tenneco Packaging, Inc. (and incorrectly named as Tenneco Packaging), and Tenneco Automotive, formerly known as Tenneco, Inc.

William L. Vanveen
**Gowling Lafleur Henderson LLP
Barristers and Solicitors
2600-160 Elgin Street
P.O. Box 466, Stn. D
Ottawa ON K1P 1C3**

Telephone: 613-786-0153
Facsimile: 613-563-9868

**43 rue De Buade, bureau 320
Quebec City, QC G1R 4A2**

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

David W. Kent
**McMillan Binch Mendelsohn LLP
Barristers and Solicitors
BCE Place, Suite 4400
Bay Wellington Tower
181 Bay Street
Toronto ON M5J 2T3**

Telephone: 416-865-7143
Facsimile: 416-865-7048
Email: david.kent@mcmbm.com

Counsel for Weyerhaeuser Company, Weyerhaeuser Company Limited, formerly known as Weyerhaeuser Canada Ltd., and Weyerhaeuser Paper Co. (a division of Weyerhaeuser Company)

Markus Koehnen
**McMillan Binch Mendelsohn LLP
Barristers and Solicitors
BCE Place, Suite 4400
Bay Wellington Tower
181 Bay Street
Toronto ON M5J 2T3**

Telephone: 416-865-7218
Facsimile: 416-865-7048

Email: william.vanveen@gowlings.com

Email: markus.koehnen@mcmbm.com

Counsel for Georgia Pacific Corp and Georgia Pacific Canada, Inc.

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

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 "E" and "H" 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 "E" et "H" 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 Releasors 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

Title: British Columbia Counsel

By:

Name: Siskinds, Desmeules s.e.n.c.r.l.

Title: Quebec Counsel

**Georgia Pacific Corp. and Georgia Pacific
Canada, Inc.**

By:

Name: Gowling Lafleur Henderson LLP
(William Vanveen)

Title: Canadian Counsel

**Packaging Corporation of America, Pactiv,
formerly known as Tenneco Packaging, Inc.
(and incorrectly named as Tenneco Packaging),
and Tenneco Automotive, formerly known as
Tenneco, Inc.**

By:

Name: Davies Ward Phillips & Vineberg
LLP (Sandra A. Forbes)

Title: Canadian Counsel

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**

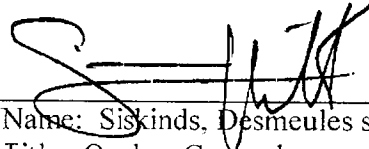
By:

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

By:

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

By:



Name: Siskinds, Desmeules s.e.n.c.r.l.
Title: Quebec Counsel

**Georgia Pacific Corp. and Georgia Pacific
Canada, Inc.**

By:

Name: Gowling Lafleur Henderson LLP
(William Vanveen)
Title: Canadian Counsel

**Packaging Corporation of America, Pactiv,
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Title: Canadian Counsel

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South Vancouver Card Company**

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

By:

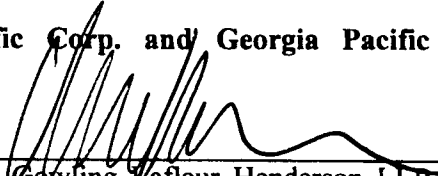
Name: Siskind Cromarty Ivey & Dowler
Title: British Columbia Counsel

By:

Name: Siskinds, Desmeules s.e.n.c.r.l.
Title: Quebec Counsel

**Georgia Pacific Corp. and Georgia Pacific
Canada, Inc.**

By:



Name: ~~Gowling Lafleur~~ Henderson LLP
(William Vanveen)
Title: Canadian Counsel

**Packaging Corporation of America, Pactiv,
formerly known as Tenneco Packaging, Inc.
(and incorrectly named as Tenneco Packaging),
and Tenneco Automotive, formerly known as
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By:

Name: Davies Ward Phillips & Vineberg
LLP (Sandra A. Forbes)
Title: Canadian Counsel

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**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
Title: British Columbia Counsel

By:

Name: Siskinds, Desmeules s.e.n.c.r.l.
Title: Quebec Counsel

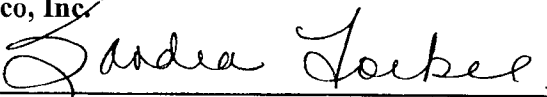
**Georgia Pacific Corp. and Georgia Pacific
Canada, Inc.**

By:

Name: Gowling Lafleur Henderson LLP
(William Vanveen)
Title: Canadian Counsel

**Packaging Corporation of America, Pactiv,
formerly known as Tenneco Packaging, Inc.
(and incorrectly named as Tenneco Packaging),
and Tenneco Automotive, formerly known as
Tenneco, Inc.**

By:



Name: Davies Ward Phillips & Vineberg
LLP (Sandra A. Forbes)
Title: Canadian Counsel

Weyerhaeuser Company, ~~Weyerhaeuser Company Limited, formerly known as Weyerhaeuser Canada Ltd.~~, and Weyerhaeuser Paper Co. (a division of Weyerhaeuser Company)

By:

Claire S. Grace

Name: ~~McMillan Binch Mendelsohn LLP~~

(~~David W. Kent~~) Claire S. Grace

Title: ~~Canadian Counsel~~ Secretary and
Acting General Counsel

Union Camp Corp., International Paper Co.,
and International Paper Canada, Inc. (also
know as International Paper Ltd – Canada)

By:

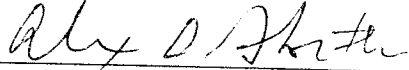
Name: McMillan Binch Mendelsohn LLP

(Markus Koehnen)

Title: Canadian Counsel

~~Weyerhaeuser Company, Weyerhaeuser Company Limited, formerly known as Weyerhaeuser Canada Ltd., and Weyerhaeuser Paper Co. (a division of Weyerhaeuser Company)~~

By:



Name: ~~McMillan Binch Mendelsohn LLP~~

~~(David W. Kent)~~ Alex A. Shorten

Title: ~~Canadian Counsel~~ Vice President and
and General Counsel

**Union Camp Corp., International Paper Co.,
and International Paper Canada, Inc. (also
know as International Paper Ltd – Canada)**

By:

Name: ~~McMillan Binch Mendelsohn LLP~~

(Markus Koehnen)

Title: Canadian Counsel

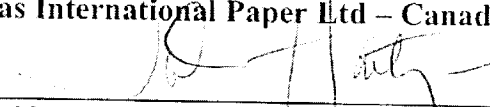
Weyerhaeuser Company, Weyerhaeuser Company Limited, formerly known as Weyerhaeuser Canada Ltd., and Weyerhaeuser Paper Co. (a division of Weyerhaeuser Company)

By:

Name: McMillan Binch Mendelsohn LLP
(David W. Kent)
Title: Canadian Counsel

Union Camp Corp., International Paper Co., and International Paper Canada, Inc. (also know as International Paper Ltd - Canada)

By:



Name: ~~McMillan Binch Mendelsohn-LLP~~
(Markus Koehnen)
Title: ~~Canadian Counsel~~

John Hartje
Chief Counsel
Corporate Secretary
International Paper Company

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 Packaging Inc., Gaylord Container Corp., Tenneco, Inc., Tenneco Packaging and</p>	<p>All persons in British Columbia who purchased Corrugated Material Products in Canada during the Purchase Period (the "BC Class").</p>

	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" – SETTLEMENT SHARES

Settling Defendant	Settlement Share
Georgia Pacific Corp. and Georgia Pacific Canada, Inc.	CDN \$208,750.00
Weyerhaeuser Company, Weyerhaeuser Company Limited, formerly known as Weyerhaeuser Canada Ltd., and Weyerhaeuser Paper Co. (a division of Weyerhaeuser Company)	CDN \$208,750.00
Packaging Corporation of America, Pactiv, formerly known as Tenneco Packaging, Inc. (and incorrectly named as Tenneco Packaging), and Tenneco Automotive, formerly known as Tenneco, Inc.	CDN \$208,750.00
Union Camp Corp., International Paper Co., and International Paper Canada, Inc. (also know as International Paper Ltd – Canada)	CDN \$309,278.00

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

1. **THIS COURT ORDERS** that the Notice of Certification and Settlement Approval Hearing is hereby approved in the form attached at Tab A;
2. **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;
3. **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 ^{L.P.}
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

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)

COUR SUPÉRIEURE

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

N: 200-06-000054-059

DATE :

EN PRÉSENCE DE : L'HONORABLE , J.C.S.

MARC LEFRANÇOIS

Requérant;

c.

STONE CONTAINER CORP. ET ALS

Intimées;

**JUGEMENT SUR REQUÊTE POUR AUTORISER LA PUBLICATION
DE L'AVIS AUX MEMBRES CONCERNANT LA PRÉSENTATION
D'UNE REQUÊTE POUR OBTENIR L'AUTORISATION D'EXERCER
UN RECOURS COLLECTIF POUR FINS DE RÈGLEMENT**

[1] **ATTENDU** que les parties sont impliquées dans un litige de la nature d'un recours collectif;

[2] **ATTENDU** que le requérant a conclu une transaction (la « Transaction ») avec les intimées Union Camp Corp., International Paper Co., International Paper Canada, Inc. (également désignée sous la dénomination sociale « International Paper Ltd — Canada »), Georgia Pacific Corp., Georgia Pacific Canada, Inc., Weyerhaeuser Company, Weyerhaeuser Company Limited (anciennement désignée sous la dénomination sociale « Weyerhaeuser Canada Ltd ») Weyerhaeuser Paper Co. (une division de Weyerhaeuser Company), Packaging Corporation of America, Pactiv (anciennement désignée sous la dénomination sociale « Tenneco Packaging, Inc. ») (incorrectement désignées sous

la dénomination sociale « Tenneco Packaging »)), et Tenneco Automotive (anciennement désignée sous la dénomination sociale « Tenneco, Inc. ») (la « Transaction »);

[3] **ATTENDU** que le requérant demande que soient fixés la date, l'heure et l'endroit de la présentation de la requête pour obtenir l'autorisation d'exercer un recours collectif pour fins de règlement seulement et pour l'approbation de la transaction et de la requête pour approuver le paiement des honoraires et débours des procureurs du requérant;

[4] **ATTENDU** que le requérant demande également au Tribunal d'approuver l'avis aux membres et d'en ordonner sa publication;

[5] **VU** la requête sous étude;

[6] **VU** que les intimées consentent à la requête;

[7] **VU** les pièces versées au dossier;

[8] **VU** les déclarations des procureurs des parties et les représentations faites de part et d'autres;

[9] **VU** les articles 1025, 1045 et 1046 du *Code de procédure civile*;

[10] **APRÈS EXAMEN**, il y a lieu de faire droit à la requête;

POUR CES MOTIFS, LE TRIBUNAL:

[11] **ACCUEILLE** la requête;

[12] **APPROUVE** l'avis aux membres du groupe joint en Annexe 1 au présent jugement;

[13] **FIXE** au 2006 la date de présentation de la requête pour obtenir l'autorisation d'exercer un recours collectif pour fins de règlement et pour approbation d'une transaction, et ce, en la salle du Palais de justice de Québec, 300, boul. Jean-Lesage, à Québec, à compter de

[14] **FIXE** pour audition le 2006 en la salle du Palais de justice de Québec, 300, boul. Jean-Lesage, à Québec la requête pour autoriser l'entente relative aux honoraires entre le requérant et ses procureurs;

[15] **ORDONNE** qu'un avis conforme à l'Annexe 1, joint au présent jugement, soit publié dans les publications suivantes, au moins trente (30) jours avant la date de l'audition ci-haut, à savoir:

i) Le Journal de Québec;

ii) Le Journal de Montréal;

➤ Disponible sur le site internet des procureurs du groupe à www.classaction.ca;

- Transmis par la poste à tous les clients des Intimées partie à la Transaction lorsque possible.

[16] **LE TOUT** sans frais.

, J.C.S.

Me Simon Hébert (Casier 15)
SISKINDS, DESMEULES, AVOCATS
Procureurs du requérant;

Me François Fontaine
OGILVY, RENAULT
Procureurs des intimées Stone Container Corp.
Jefferson Smurfit Corp., Smurfit Stone Container Corp.
Smurfit MBI

Me Emmanuelle Saucier
McMILLAN BINCH MENDELSON
Procureurs des intimées Weyerhaeuser Company, Weyerhaeuser Company Limited (anciennement désignée sous la dénomination sociale « Weyerhaeuser Canada Ltd ») et Weyerhaeuser Paper Co. (une division de Weyerhaeuser Company)

Me Nick Rodrigo
DAVIES, WARD, PHILLIPS & VINEBERG
Procureurs de Packaging Corporation of America,
Pactiv, anciennement désignée sous la dénomination sociale “Tenneco Packaging, Inc.”
(incorrectement désignée sous la dénomination sociale « Tenneco Packaging »), et Tenneco
Automotive (anciennement désignée sous la dénomination sociale « Tenneco, Inc. »)

Me Alexandre Sami
GOWLING LAFLEUR HENDERSON s.r.l.
Procureurs de Georgia Pacific Corp. and Georgia Pacific Canada, Inc

Me Arthur Garvis

McMILLAN BINCH MENDELSON

Procureur de Union Camp Corp., International Paper Co. and International Paper Canada, Inc.
(également désignée sous la dénomination sociale « International Paper Ltd — Canada »)

ANNEXE 1

Voir les «AVIS AUX MEMBRES» aux 5 pages suivantes

**AVIS D'AUDITION D'UNE REQUÊTE POUR OBTENIR L'AUTORISATION
D'EXERCER UN RECOURS COLLECTIF POUR FINS DE RÈGLEMENT ET
L'APPROBATION D'UNE TRANSACTION, DANS L'AFFAIRE DU RECOURS
COLLECTIF AYANT TRAIT AU CARTON ONDULÉ**

**VEUILLEZ LIRE ATTENTIVEMENT LE PRÉSENT AVIS CAR IL POURRAIT
AFFECTER VOS DROITS.**

À : Toute personne qui, au Canada, a acheté des produits contenant du Carton Ondulé à être livré au Canada, et ce entre le 1^{er} janvier 1993 et le 31 décembre 1995, à l'exception des intimées, leurs filiales ou autres entités dont elles ont le contrôle.

L'expression «Carton Ondulé» désigne tout type de carton pouvant être utilisé à titre de revêtement plat de carton ondulé et/ou comme couche supérieure de carton compact pour caisses (aussi connu sous le nom de papier doublure ou couverture), le papier utilisé pour former la partie cannelée du carton ondulé (aussi appelé papier cannelure pour carton), toute combinaison de papier doublure et de papier cannelure pour carton (incluant carton compact pour caisses fabriqué du papier doublure ou couverture), et les caisses ou autres contenants fabriqués avec du Carton Ondulé.

L'expression «Produit contenant du Carton Ondulé» désigne le Carton Ondulé ainsi que tout produit qui, directement ou indirectement contient, incorpore, est emballé dans, est fabriqué ou dérivé du Carton Ondulé.

I. BUT DU PRÉSENT AVIS

Des requêtes pour obtenir l'autorisation d'exercer des recours collectifs ont été intentées en Colombie-Britannique, en Ontario et au Québec contre, Stone Container Corp., Jefferson Smurfit Corp., Smurfit-Stone Container Corp., Smurfit-MBI, f/k/a/ MacMillan Bathurst, Union Camp Corp., International Paper Co., International Paper Canada, Inc., également désignée sous la dénomination sociale International Paper Ltd - Canada, Georgia Pacific Corp., Georgia Pacific Canada, Inc., Weyerhaeuser Paper Co., Weyerhaeuser Company, Weyerhaeuser Company Limited, f/k/a/ Weyerhaeuser Canada Ltd., Temple-Inland Inc., Inland Paperboard and Packaging, Inc., Gaylord Container Corp., Tenneco, Inc., Tenneco Packaging et Packaging Corporation of America, (ci-après les « Intimées ») dans lesquelles il est allégué que les Intimées se

sont entendues pour fixer les prix et s'attribuer les parts du marché du Carton Ondulé au Canada (ci-après les « Procédures »).

Une transaction (ci-après la « Transaction ») a été conclue entre les requérants (les parties qui ont présenté des requêtes demandant l'autorisation d'exercer des recours collectifs) et Union Camp Corp., International Paper Co., International Paper Canada, Inc., (également désignée sous la dénomination sociale « International Paper Ltd – Canada »), Georgia Pacific Corp., Georgia Pacific Canada, Inc., Weyerhaeuser Company, Weyerhaeuser Company Limited (anciennement désignée sous la dénomination sociale « Weyerhaeuser Canada Ltd »), Weyerhaeuser Paper Co. (une division de Weyerhaeuser Company), Packaging Corporation of America, Pactiv (anciennement désignée sous la dénomination sociale « Tenneco Packaging, Inc. » (incorrectement désignée sous la dénomination sociale « Tenneco Packaging »)), et Tenneco Automotive (anciennement désignée sous la dénomination sociale « Tenneco, Inc. ») (les « Intimées parties à la Transaction »). Quant aux intimées non parties à la Transaction, les procédures judiciaires se poursuivent.

La Transaction, si elle est approuvée par le tribunal, aura pour effet de mettre un terme à toutes les réclamations que les membres du groupe du Québec ont ou pourrait avoir à l'encontre des intimées parties à la Transaction.

Une requête pour obtenir l'autorisation d'exercer un recours collectif pour fins de règlement seulement et avec certaines intimées seulement et pour l'approbation de la Transaction sera présentée au Palais de justice de Québec, situé au 300, boul. Jean-Lesage, le 2006, en la salle à , devant l'Honorable , J.C.S.;

Des requêtes identiques seront présentées devant la Cour supérieure de justice de l'Ontario le ainsi que devant la Cour suprême de la Colombie-Britannique le .

Les membres du groupe peuvent intervenir et faire des représentations à la Cour lors des auditions ci-haut. Si vous désirez commenter ou vous opposer à la Transaction, vous devrez transmettre par écrit vos motifs, aux avocats des groupes identifiés plus bas dans cet avis au plus tard le . Les procureurs du Groupe remettront ces documents à la Cour qui sera libre de les considérer au moment approprié. Si vous ne produisez pas votre (vos) document(s) en temps opportun, vous ne pourrez participer aux auditions ci-haut. Si la Transaction est approuvée par la Cour, d'autres avis seront alors publiés.

Si vous ne vous opposez pas à la Transaction, vous n'avez pas à vous présenter à l'audition ci-haut mentionnée et n'avez pas à poser de geste quelconque pour souligner votre intention d'adhérer à la Transaction.

II. LA TRANSACTION

Aux termes de la Transaction, les Intimées parties à la Transaction ont accepté, moyennant l'obtention d'une quittance complète générale et définitive pour toute réclamation découlant de tout acte ou omission et plus généralement de tout ce qui est allégué dans les Procédures, de payer une somme totale de 935 528.00\$ dans un fonds appelé le « Fonds Commun » qui sera détenu en fidéicommiss par les avocats des requérants, jusqu'à ce qu'un jugement de la Cour soit rendu quant à la distribution des sommes contenues dans le Fonds Commun.

Les procureurs du Groupe soumettront aux Cours pour approbation, ultérieurement, un plan de distribution de la somme contenue dans le Fonds Commun.

Les Intimées parties à la Transaction consentiront à ce qu'un jugement par lequel les Procédures seront autorisées pour les seules fins de la Transaction soit rendu. Néanmoins, les Intimées parties à la Transaction continuent de nier qu'elles aient commis une faute quelconque et nient toute responsabilité découlant des actes ou omissions allégués dans les Procédures. Ainsi, la Transaction constitue un compromis destiné à mettre un terme à un litige.

III. PROCÉDURE D'EXCLUSION

Toute personne ou groupe qui n'aura pas demandé à être exclu du Groupe sera lié par le jugement qui sera sur la requête pour obtenir l'approbation de la Transaction;

Ceci signifie que toute personne qui n'aura pas demandé à être exclue du groupe ne pourra tenter ou poursuivre toute autre réclamation ou procédure légale contre les Intimées parties à la Transaction quant aux allégations contenues dans les Procédures.

Les modalités entourant la procédure d'exclusion ainsi que les délais seront fixés par les Cours ultérieurement.

D'autre part, si vous décidez de vous exclure de la Transaction, vous ne pourrez pas bénéficier de la Transaction, ni de toute autre transaction ou jugement à venir impliquant les Intimées non partie à la Transaction.

IV. PROCUREURS DES GROUPES

Les coordonnées des avocats du Groupe à travers le Canada sont :

1. Le cabinet d'avocats Siskind, Cromarty, Ivey & Dowler LLP pour les membres du groupe de l'Ontario, des provinces autres que le Québec et les personnes morales au Québec. Ils peuvent être rejoints au numéro sans frais : 1-800-461-6166 poste 455 ou par la poste au 680, Waterloo Street, London, ON, N6A 3V8 .
2. Le cabinet d'avocats Siskinds, Desmeules s.e.n.c.r.l. représente les personnes physiques et consommateurs du Québec. Vous pouvez communiquer avec eux par téléphone au 1-418-694-2009 ou par la poste au 43, rue De Buade, bureau 320, Québec, QC, G1R 4A2.

Les avocats du Groupe présenteront également une requête pour obtenir l'approbation de leur honoraires extra-judiciaires et débours lors de l'audition mentionnée plus haut.

Les avocats du Groupe demanderont des honoraires équivalents à une somme de 25% du fonds commun plus les débours et les taxes.

V. QUESTIONS À PROPOS DE LA TRANSACTION

Si vous désirez une copie de la Transaction, ou avez quelque question, vous pouvez communiquer avec les procureurs du Groupe aux numéros apparaissant ci-haut ou en utilisant la ligne sans frais 1-800-461-6161. Cet avis ne contient qu'un sommaire des modalités de la Transaction et les membres du Groupe du Québec sont invités à lire la Transaction au complet. Une copie de cette Transaction peut être consultée sur le site www.classaction.ca ou peut vous être transmise par la poste à un coût de 20\$. Cette somme représente le coût des photocopies et de la transmission par la poste. Aucune question ne devrait être formulée directement au greffe de la Cour.

Pour recevoir tout autre avis, plan de distribution, transaction et/ou jugement ayant trait à ce dossier, veuillez communiquer avec les procureurs du Groupe identifiés ci-haut.

VI. INTERPRÉTATION

Cet avis ne contient qu'un résumé des modalités de la Transaction. S'il survient un conflit entre le contenu de cet avis et celui de la Transaction et/ou ses annexes, les modalités de la Transaction et/ou ses annexes prévalent et auront préséance.

LA PUBLICATION DE CET AVIS A ÉTÉ AUTORISÉE PAR LA COUR SUPÉRIEURE DU QUÉBEC.

SCHEDULE "F"

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 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., Tenneco, Inc., Tenneco Packaging and Packaging Corporation of America, 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 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.
- (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 the purchase, sale, pricing, discounting, marketing or distributing of Corrugated Material Products in Canada, or relating to any conduct alleged (or which could have been alleged) in the Proceedings, including, without limitation, any such claims which have been asserted, would have been asserted or could have been asserted, whether in

Canada or elsewhere, as a result of the purchase of Corrugated Material Products in Canada.

- (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 Union Camp Corp., International Paper Co., International Paper Canada, Inc., also known as International Paper Ltd – Canada, Georgia Pacific Corp., Georgia Pacific Canada, Inc., Weyerhaeuser Company, Weyerhaeuser Company Limited, formerly known as Weyerhaeuser Canada Ltd., Weyerhaeuser Paper Co. (a division of Weyerhaeuser Company), Packaging Corporation of America, Pactiv, formerly known as Tenneco Packaging, Inc. (and incorrectly named as Tenneco Packaging), and Tenneco Automotive, formerly known as Tenneco, Inc., and excludes a Terminating Defendant.
 - (u) **"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 attached to this Order as Schedule "B".

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 of Certification and Settlement Approval herein.

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, which is attached hereto as Schedule "C", 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 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.

28. **THIS COURT ORDERS** that Notice of Certification and Settlement Approval be given to potential members of the Settlement Class substantially in the form attached hereto as Schedule "C" and in accordance with the Plan of Dissemination attached hereto as Schedule "D".

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 "G"

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 present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.
- (d) "**Class Counsel**" means Siskind, Cromarty, Ivey & Dowler LLP and Alexander, Holburn, Beaudin & Lang.
- (e) "**Class Counsel Fees**" means the fees, disbursements, costs, GST, and other applicable taxes or charges of Class Counsel.
- (f) "**Corrugated Material**" means any grade of paperboard suitable for use as the inner and outer layers of corrugated sheets (also known as linerboard), the fluted inner layer of a corrugated sheet (also known as medium), any combination of medium and linerboard (including corrugated sheets made out of containerboard), and boxes or containers manufactured using corrugated sheets.
- (g) "**Corrugated Material Products**" means Corrugated Material and any products that directly or indirectly contain, include, are packaged in or are derived from Corrugated Material.

- (h) "**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 the purchase, sale, pricing, discounting, marketing or distributing of Corrugated Material Products in Canada, or relating to any conduct alleged (or which could have been alleged) in the Proceedings, including, without limitation, any such claims which have been asserted, would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of Corrugated Material Products in Canada.

- (r) **"Settlement Class"** has the meaning attributed to it in paragraph 3 of this Order.
 - (s) **"Settlement Class Member"** means a member of the Settlement Class who does not validly opt out of the Settlement Class in accordance with this Order.
 - (t) **"Settling Defendants"** means Union Camp Corp., International Paper Co., International Paper Canada, Inc., also known as International Paper Ltd – Canada, Georgia Pacific Corp., Georgia Pacific Canada, Inc., Weyerhaeuser Company, Weyerhaeuser Company Limited, formerly known as Weyerhaeuser Canada Ltd., Weyerhaeuser Paper Co. (a division of Weyerhaeuser Company), Packaging Corporation of America, Pactiv, formerly known as Tenneco Packaging, Inc. (and incorrectly named as Tenneco Packaging), and Tenneco Automotive, formerly known as Tenneco, Inc., and excludes a Terminating Defendant.
 - (u) **"Terminating Defendant"** means a Settling Defendant who terminates the Settlement Agreement in accordance with its terms.
2. this action be certified as a class proceeding as against the Settling Defendants for the purpose of settlement only.
 3. the Settlement Class be defined as:

All persons in British Columbia who purchased Corrugated Material Products in Canada during the Purchase Period.
 4. South Vancouver Card Company be and hereby is appointed as the representative plaintiff for the Settlement Class.
 5. the BC Action is certified as a class proceeding for settlement purposes only, on the basis of the following common issue:

Did the Settling Defendants agree to fix, raise, maintain, coordinate or stabilize the prices of, or allocate markets, volumes of sales and customers for, Corrugated Material in Canada during the Purchase Period?
 6. the Settlement Agreement, 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 attached to this Order as Schedule "B".

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

12. any potential member of the Settlement Class who has opted out of this action by submitting a properly completed opt-out form, which is attached hereto as Schedule "C", 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 the Covenantees, provided that nothing in this Order affects the rights of a Settlement Class Member to claim or continue to claim against any Non-Settling Defendant in any of the Proceedings.

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

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

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

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

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

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

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

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

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

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

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

28. Notice of Certification and Settlement Approval be given to potential members of the Settlement Class substantially in the form attached hereto as Schedule "C" and in accordance with the Plan of Dissemination attached hereto as Schedule "D".

Date:

(Signature of judge, officer or registrar)

SCHEDULE "H"

COUR SUPÉRIEURE

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

N° : 200-06-000054-059

DATE : 2006

EN PRÉSENCE DE : L'HONORABLE J.C.S.

MARC LEFRANÇOIS

Requérant;

c.

STONE CONTAINER CORP. ET ALS

Intimées;

JUGEMENT SUR REQUÊTE POUR OBTENIR L'AUTORISATION D'EXERCER UN RECOURS COLLECTIF POUR FINS DE RÈGLEMENT, POUR OBTENIR L'APPROBATION D'UNE TRANSACTION ET L'OBTENTION DU STATUT DE REPRÉSENTANT DES MEMBRES DU GROUPE DU QUÉBEC

[1] **ATTENDU QUE** les parties sont impliquées dans un litige de la nature d'un recours collectif;

[2] **ATTENDU QU'**elles ont conclu une transaction (la « Transaction ») avec les intimées Union Camp Corp., International Paper Co., International Paper Canada, Inc. (également désignée sous la dénomination sociale « International Paper Ltd — Canada »), Georgia Pacific Corp., Georgia Pacific Canada, Inc., Weyerhaeuser Company, Weyerhaeuser Company Limited (anciennement désignée sous la dénomination sociale « Weyerhaeuser Canada Ltd ») Weyerhaeuser Paper Co. (une division de Weyerhaeuser Company), Packaging Corporation of

America, Pactiv (anciennement désignée sous la dénomination sociale « Tenneco Packaging, Inc. » (incorrectement désignées sous la dénomination sociale « Tenneco Packaging »)), et Tenneco Automotive (anciennement désignée sous la dénomination sociale « Tenneco, Inc. »);

[3] **CONSIDÉRANT QUE** la tenue de l'audition à l'origine de ce jugement a été annoncée au moyen d'avis publiés en vertu du jugement rendu le 2006;

[4] **ATTENDU QUE** le requérant par sa requête pour obtenir l'autorisation d'exercer un recours collectif pour fins de règlement, pour obtenir l'approbation d'une transaction et l'obtention du statut de représentant des membres du groupe du Québec demande, notamment, que ce recours collectif soit autorisé après la conclusion de la Transaction avec les intimées mentionnées au paragraphe [2];

[5] **ATTENDU QUE** dans le présent jugement, les expressions et termes suivants désignent:

« Autres Actions » : toute action ou procédure, autre que la présente action, intentée au Québec contre les Personnes Quittancés par une personne qui ne s'exclura pas de la Transactions en conformité avec les termes et conditions de ce jugement;

« Carton Ondulé » : désigne tout type de carton pouvant être utilisé à titre de revêtement plat de carton ondulé et/ou comme couche supérieure de carton compact pour caisses (aussi connu sous le nom de papier doublure ou couverture), le papier utilisé pour former la partie cannelée du carton ondulé (aussi appelé papier cannelure pour carton), toute combinaison de papier doublure et de papier cannelure pour carton (incluant carton compact pour caisses fabriqué du papier doublure ou couverture), et les caisses ou autres contenants fabriqués avec du Carton Ondulé;

« Intimées parties à la Transaction » : les intimées_Union Camp Corp., International Paper Co., International Paper Canada, Inc. (également désignée sous la dénomination sociale « International Paper Ltd — Canada »), Georgia Pacific Corp., Georgia Pacific Canada, Inc., Weyerhaeuser Company, Weyerhaeuser Company Limited (anciennement désignée sous la dénomination sociale « Weyerhaeuser Canada Ltd ») Weyerhaeuser Paper Co. (une division de Weyerhaeuser Company), Packaging Corporation of America, Pactiv (anciennement désignée sous la dénomination sociale « Tenneco Packaging, Inc. » (incorrectement désignées sous la dénomination sociale « Tenneco Packaging »)), et Tenneco Automotive (anciennement désignée sous la dénomination sociale « Tenneco, Inc. »);

« Personne Donnant Quittance » : conjointement et solidairement les Requérants et les Membres du Groupe, leurs sociétés mères, filiales, divisions, affiliés, associés, assureurs respectifs, présents et anciens, ainsi que leurs actuels, présents et futurs officiers, directeurs, employés, agents, actionnaires, avocats, représentants, parents, filiales, affiliés, associés, assureurs et leurs prédécesseurs, successeurs, héritiers, exécuteurs, administrateurs et ayants droits respectifs;

« Personnes Quittancées » : conjointement et solidairement, les Intimées parties à la Transaction et leurs anciens et actuels, directs et indirects, sociétés mères, filiales, associés et assureurs respectifs de les Intimées parties à la Transaction, incluant sans limitation, toutes autres personnes, associations ou corporations avec lesquelles elle ont été ou auraient pu ou sont affiliées, leurs prédécesseurs, successeurs, leurs futurs officiers, directeurs, employés, agents,

actionnaires, avocats, représentants et leurs prédécesseurs, successeurs, héritiers, acheteurs, exécuteurs, administrateurs et ayants droits de chacune des personnes mentionnées;

« Procédures » : le dossier de la Cour supérieure de l'Ontario portant le numéro 43669, le dossier de la Cour suprême de la Colombie-Britannique portant le numéro S053818, et le dossier de la Cour supérieure du Québec portant le numéro 200-06-000054-059;

« Produit Contenant du Carton Ondulé » : désigne le Carton Ondulé ainsi que tout produit qui, directement ou indirectement contient, incorpore, est emballé dans, est fabriqué ou dérivé du Carton Ondulé.

« Réclamations Quittancées » : toutes réclamations, demandes en justice, poursuite, causes d'actions, qu'elles soient individuelles ou collectives, personnelles ou par subrogation, ainsi que les dommages, responsabilités, de quelque nature que ce soit, incluant les intérêts, frais, pénalités, frais relatifs à l'administration d'un recours collectif et honoraires d'avocats, qu'une Personne Donnant Quittance a eu ou pourrait faire valoir dans le future contres les Intimées parties à la Transaction, en droit ou en équité, qu'elles soient connues ou inconnues, suspectées ou non. Cela comprend notamment les réclamations directes, indirectes et par subrogation, relativement à toute conduite des Intimées parties à la Transaction depuis le début des temps jusqu'à ce jour, découlant de ou ayant trait à l'achat, à la vente, à l'établissement du prix de vente, à l'opération d'escompte, le marketing ou la distribution du papier doublure (« *linerboard* ») ou des Produits Contenant du Carton Ondulé dont des boîtes en Carton Ondulé au Canada; ou relativement à toute conduite alléguée dans les Procédures, incluant, sans limiter la généralité de ce qui précède, toutes les réclamations intentées ou qui pourraient être intentées au Canada ou en quelque lieu que ce soit, en raison de l'achat des Produits Contenant du Carton Ondulé et/ou du Carton Ondulé;

[6] VU la requête sous étude;

[7] VU que cette requête a été signifiée au Fonds d'aide aux recours collectifs;

[8] VU que cette requête est appropriée, en l'espèce¹;

[9] VU que les intimées et le Fonds d'aide aux recours collectifs consentent à la requête;

[10] VU les pièces versées au dossier, notamment la Transaction;

[11] VU les déclarations des procureurs des parties et les représentations faites de part et d'autre;

[12] VU l'article 1025 C.p.c.;

[13] **APRÈS EXAMEN**, et considérant que la Cour ne voit aucune raison de ne pas entériner la Transaction proposée en l'instance, la considérant raisonnable, équitable, appropriée et dans le meilleur intérêt du groupe;

¹ ACEF CENTRE c. Bristol-Myers Squibb Co., C.S.M. 500-06-000004-917, le 8 août 1995; Gagné c. Primerica Financial Services Ltd., C.S.Q. 200-06-000008-006, le 16 octobre 2001;

POUR CES MOTIFS, LE TRIBUNAL:

[14] **ACCUEILLE** la requête;

[15] **AUTORISE** l'exercice d'un recours collectif contre les intimées Union Camp Corp., International Paper Co., International Paper Canada, Inc., (également désignée sous la dénomination sociale « International Paper Ltd — Canada »), Georgia Pacific Corp., Georgia Pacific Canada, Inc., Weyerhaeuser Company, Weyerhaeuser Company Limited (anciennement désignée sous la dénomination sociale « Weyerhaeuser Canada Ltd ») Weyerhaeuser Paper Co., Packaging Corporation of America, Pactiv (anciennement désignée sous la dénomination sociale « Tenneco Packaging, Inc. » (incorrectement désignée sous la dénomination sociale « Tenneco Packaging »)), et Tenneco Automotive (anciennement désignée sous la dénomination sociale « Tenneco, Inc. ») pour fins de règlement seulement;

[16] **ACCORDE** au requérant, Marc Lefrançois, le statut de représentant des personnes faisant partie du groupe ci-après décrit (ci-après désignées « les Membres du groupe »):

« Toute personne résidant au Québec qui a acheté ou autrement acquis au Québec des Produits Contenant du Carton Ondulé, entre le 1^{er} janvier 1993 et le 31 décembre 1995. »

[17] **DÉCLARE** que la Transaction intervenue entre les parties avec les appendices qui y sont jointes, annexée au présent jugement comme Annexe A est valable, équitable, raisonnable, dans le meilleur intérêt des Membres du groupe et constitue une transaction au sens de l'article 2631 du Code civil du Québec, liant toutes les parties et tous les membres qui y sont décrits;

[18] **APPROUVE** la Transaction;

[19] **DÉCLARE** que la Transaction dans son intégralité (y compris son préambule, ses définitions (les mots débutant par une majuscule dans ce jugement étant d'ailleurs issus de ces définitions) et ses annexes) fait partie intégrante du présent jugement;

[20] **ORDONNE** aux parties et aux Membres du groupe, à l'exception de ceux qui s'en seront exclus conformément aux termes et conditions du présent jugement, de se conformer à la Transaction;

[21] **ORDONNE** qu'un avis, conforme au modèle joint à ce jugement comme annexe B soit publié selon le mode de diffusion prévu à l'annexe C de ce jugement, compte tenu des ordonnances déjà rendues par mes collègues de l'Ontario et de la Colombie-Britannique, ordonnant la publication d'avis en anglais dans des journaux diffusés dans la province de Québec;

[22] **ORDONNE** que chaque Membre du groupe qui désire s'en exclure et ainsi ne pas être lié par la Transaction le fasse conformément à la procédure décrite dans l'avis aux membres annonçant l'exercice du recours collectif pour fins de règlement et l'approbation de la Transaction joint au présent jugement comme annexe B, pour en faire partie intégrante;

[23] **DÉCLARE QUE** pour être admissibles, les demandes d'exclusion doivent être faites par écrit et transmises par courrier à l'adresse qui suit:

Siskind, Cromarty, Ivey & Dowler LLP
680, Waterloo Street
London (Ontario) N6A 3V8
Télécopieur: (519) 672-6075
À l'attention de:
Linerboard Class Action

avec les informations requises aux termes de la section de l'avis (annexe B) annonçant l'exercice du recours collectif pour fins de règlement et l'approbation de la Transaction, le tout à l'intérieur d'un délai de soixante (60) jours suivant la publication de l'avis en question;

[24] **ORDONNE** que toute personne qui se sera exclue du groupe en produisant le formulaire d'exclusion dans un délai de soixante (60) jours suivant la publication de l'avis annonçant l'exercice du recours collectif pour fins de règlement et l'approbation de la Transaction (annexe B) ne sera pas liée par la Transaction et ne pourra bénéficier de ce qui est prévu dans cette Transaction ainsi que dans toute autre transaction pouvant être conclue dans ce dossier;

[25] **DÉCLARE QUE** ce jugement lie tous les Membres du groupe qui ne se seront pas exclus selon la procédure décrite ci-dessus;

[26] **DÉCLARE** que chaque Membre du groupe qui ne se sera pas exclu conformément aux termes et conditions du présent jugement, consent et est réputé consentir au rejet, sans frais, de toute Autre Action qu'il aurait pu intenter, en date du présent jugement, contres les Personnes Quittancées;

[27] **ORDONNE QUE** toute Autre Action intentée au Québec contre les Personnes Quittancées en date du présent jugement par un Membre du groupe qui ne s'exclura pas en conformité avec les termes et conditions du présent jugement soit rejetée sans frais;

[28] **ORDONNE** et **DÉCLARE** que chaque Personne Donnant Quittance a libéré et sera présumée avoir irréfutablement entièrement libéré, de façon définitive et à tout jamais, les Personnes Quittancées en ce qui a trait aux Réclamations Quittancées;

[29] **ORDONNE QUE** chaque Personne Donnant Quittance ne puisse engager d'action en justice ni intenter de poursuite reliée, de quelque façon que ce soit, aux Réclamations Quittancées, contre toute personne qui engagera ou pourrait engager ou poursuivre ou intenter toute réclamation, demande entre intimées, action récursoire ou toute réclamation en vue d'une contribution, indemnité ou toute autre mesure de redressement contre l'une ou l'autre des Personnes Quittancées, sous réserve que ce jugement ne contienne aucune disposition pouvant porter atteinte aux droits d'un Membre d'un Groupe visé par la Transaction de présenter ou de continuer à présenter une réclamation contre toute intimée non visée par la Transaction;

[30] **ORDONNE** et **DÉCLARE** que les Personnes Quittancées se sont libérées mutuellement et seront présumées s'être irréfutablement libérées entièrement, de façon définitive et à tout

jamais, de toute réclamation, de contribution et d'indemnité que lesdites Personnes Quittancées ou l'une ou l'autre d'entre-elles, soit directement, indirectement, de façon dérivée ou en toute autre qualité, ont déjà eu, ont maintenant ou peuvent avoir, auront ou pourraient avoir ultérieurement, relativement, de quelque façon que ce soit, aux Réclamations Quittancées;

[31] **DÉCLARE QUE** toute réclamation en vue d'une contribution, d'indemnité ou autre action récursoire, ou visant à revendiquer une part des dommages, qu'elles soient faites ou non en qualité de représentant, y incluant les intérêts, les taxes et les frais ayant trait aux réclamations contenues dans la requête pour obtenir l'autorisation d'exercer un recours collectif à l'origine de ce jugement, qui ont été ou qui pourraient être intentées contre une Personne Quittancée par quelque partie, est interdite et proscrite aux termes de ce jugement (à moins que telle démarche ne soit faite en vue d'une réclamation par une personne s'étant valablement exclue);

[32] **ORDONNE QUE** les Requérants parties à la Transaction limitent leurs réclamations contre les Intimées non parties à la Transaction de telle sorte que les Requérants parties à la Transaction auront le droit d'obtenir un dédommagement sur une base conjointe et solidaire de la part de ces Intimées non parties à la Transaction, uniquement pour les dommages (incluant le cas échéant les dommages intérêts punitifs) attribuables à la conduite de l'un ou l'autre des Intimées non parties à la Transaction;

[33] **DÉCLARE QU'**une Intimée non partie à la Transaction pourra tenter d'obtenir un jugement d'un tribunal ordonnant une enquête au préalable sur certaines ou toutes les Intimées parties à la Transaction, selon ce qui sera décidé par le tribunal;

[34] **DÉCLARE QU'**une Intimée non partie à la Transaction pourra valablement signifier la procédure dont il est fait mention au paragraphe précédent à une Intimée partie à la Transaction en signifiant telle procédure aux procureurs *ad litem* de cette partie tel qu'identifié dans ce jugement;

[35] **ORDONNE QUE**, sous réserve de ce qui précède, ce jugement ne porte atteinte à quelque réclamation ou cause d'action que l'un ou l'autre des Membres du groupe visé par la Transaction a ou pourrait avoir contre toute autre personne que les Personnes Quittancées;

[36] **ORDONNER QUE** le fonds de la Transaction, qui sera détenu en fidéicommiss par les procureurs du Groupe, soit distribué pour le bénéfice des Personnes Donnant Quittance en conformité avec un plan de distribution à être soumis pour approbation à cette Cour, ultérieurement;

[37] **DÉCLARE QUE** les Intimées parties à la Transaction sont déchargées de toute responsabilité quant à l'administration de la Transaction;

[38] LE TOUT sans frais.

, J.C.S.

Me Simon Hébert (Casier 15)
SISKINDS, DESMEULES, AVOCATS
Procureurs du requérant;

Me François Fontaine
OGILVY, RENAULT
Procureurs des intimées Stone Container Corp.
Jefferson Smurfit Corp., Smurfit Stone Container Corp.
Smurfit MBI

Me Emmanuelle Saucier
McMILLAN BINCH MENDELSON
Procureurs des intimées Weyerhaeuser Company, Weyerhaeuser Company Limited
(anciennement désignée sous la dénomination sociale « Weyerhaeuser Canada Ltd ») et
Weyerhaeuser Paper Co. (une division de Weyerhaeuser Company)

Me Nick Rodrigo
DAVIES WARD PHILLIPS & VINEBERG
Procureurs de Packaging Corporation of America,
Pactiv, anciennement désignée sous la dénomination sociale “Tenneco Packaging, Inc.”
(incorrectement désignée sous la dénomination sociale « Tenneco Packaging »), et Tenneco
Automotive (anciennement désignée sous la dénomination sociale « Tenneco, Inc. »).

Me Alexandre Sami
GOWLING LAFLEUR HENDERSON s.r.l.
Procureurs de Georgia Pacific Corp. et Georgia Pacific Canada, Inc

Me Arthur Garvis
MCMILLAN BINCH MENDELSON
Procureur de Union Camp Corp., International Paper Co. et International Paper Canada, Inc.
(également désignée sous la dénomination sociale « International Paper Ltd — Canada »)

ANNEXE A

Voir la « Transaction » aux 68 pages suivantes

ANNEXE B

Voir les «AVIS AUX MEMBRES» aux pages suivantes

ANNEXE C

Voir le « Protocole de diffusion aux 2 pages suivantes

**PLAN DE DIFFUSION DE L'AVIS ANNONÇANT
L'AUTORISATION D'EXERCER LE RECOURS COLLECTIF
POUR LES FINS DU RÈGLEMENT**

1. Publication dans les Journaux

Cet Avis sera publié dans chacun des journaux qui suivent, à l'intérieur d'un délai de quarante-cinq (21) jours suivant la Date Effective :

Journal	Nombre de parution
Le Journal de Québec	1
Le Journal de Montréal	1

2. Autres moyens de diffusion

(a) L'Avis sera disponible sur le site du Procureur des Groupes à www.classaction.ca.

SCHEDULE "I"

**NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL
HEARING 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").

A Settlement Agreement (the "Agreement") has been reached between the Plaintiffs and Union Camp Corp., International Paper Co., International Paper Canada, Inc., also known as International Paper Ltd – Canada, Georgia Pacific Corp., Georgia Pacific Canada, Inc., Weyerhaeuser Company, Weyerhaeuser Paper Co., Weyerhaeuser Company Limited, Tenneco, Inc., Packaging Corporation of America and Tenneco Packaging (the "Settling Defendants").

The lawsuit is continuing against the Defendants, Stone Container Corp., Jefferson Smurfit Corp., Smurfit-Stone Container Corp., Smurfit-MBI, formerly known as Macmillan Bathurst and Roger Stone (the "Non-Settling Defendants").

A motion to approve the Agreement entered into between the Plaintiffs and the Settling Defendants will be heard by the Ontario Court in the City of Toronto, on ● at 10:00 a.m., the British Columbia Court in the City of Vancouver on ● at 9:00 a.m., and the Quebec Superior Court in Quebec City on ● at 10:30 a.m.

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 settlement, a written submission should be delivered to Class Counsel at the addresses listed below, no later than ■, 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 the settlement receives Court approval, further notices will be published to advise of such Court approval.

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

II. THE SETTLEMENT

Under the terms of the Agreement, the Settling Defendants will, in exchange for a full dismissal of claims against them relating to the Proceedings, pay a combined total of \$935,528.00 into a Settlement Fund for the benefit of class members to be held in trust by Class Counsel pending further order of the Courts. Class Counsel will, at the appropriate time, submit a plan for distribution of the Settlement Fund for approval by the Courts.

The Settling Defendants will consent to the certification of the Proceedings as class proceedings for the purpose of this settlement only. The Settling Defendants do not admit any wrongdoing or liability on their part. The proposed settlements are a compromise of disputed claims.

III. OPTING OUT OF THE PROCEEDINGS

You will be bound by the terms of the settlement, 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 Settling 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 determined by the Court(s) at the Certification and Settlement Approval Hearing(s).

If you opt out of the settlement, you will not be able to participate in this settlement or any future settlement or judgment which are achieved against the Non-Settling Defendants.

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. Class Counsel can be reached toll free at 1-800-461-6166 ext. 455 or by mail at 680 Waterloo Street, London, Ontario 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 hearing. Class Counsel will be requesting legal fees of 25% of the Settlement Fund, plus disbursements and applicable taxes.

V. QUESTIONS ABOUT THE SETTLEMENTS

If you would like a copy of the Agreement, or have questions, you can call Class Counsel's Information Line at 1-800-461-6166, ex 455. This notice contains only a summary of the settlement and class members are encouraged to review the entire Agreement. A copy of the Agreement can be obtained free of charge at www.classaction.ca or it 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 receive notice of future distributions, certification, settlements and/or judgments, please contact Class Counsel at the address noted above.

VI. INTERPRETATION

This notice contains a summary of some of the terms of the settlement. If there is a conflict between the provisions of this notice and the Agreement, including its schedules, the terms of the Agreement shall prevail.

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

SCHEDULE "J"

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").

A Settlement Agreement (the "Agreement") has been reached between the Plaintiffs and 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., Packaging Corporation Of America, Tenneco, Inc. and Tenneco Packaging (the "Settling Defendants").

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

The Proceedings were certified for settlement purposes and the Agreement approved by the Courts in Ontario, Quebec and British Columbia on X, X, and X respectively. The fees, disbursements and taxes of class counsel, as approved by the Court, are \$X.

II. THE AGREEMENT

Under the terms of the Agreement, the Settling Defendants have agreed, in exchange for a full release of claims against them relating to the Proceedings, to pay \$935,528.00 into a Settlement Fund for the benefit of class members to be held in trust by Class Counsel pending further order of the Courts. Class Counsel shall, at the appropriate time, submit a plan for distribution of the Settlement Fund for approval by the Courts.

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

III. OPTING OUT OF THE PROCEEDINGS

If you would like to exclude yourself from the Proceedings, you must opt out by faxing, couriering or mailing a completed Opt-Out Form to Class Counsel. The Opt-Out Form requires you to provide the following information, amongst other information:

- (a) Name, address, and telephone number;
- (b) province or provinces of residence during the Class Period (which is January 1, 1993- December 31, 1995);
- (c) province in which Corrugated Material Products were purchased;
- (d) the dollar amount and the date of such Corrugated Material Products purchases; and
- (e) the request to be excluded from the Proceedings.

You may obtain an Opt-Out Form by visiting Class Counsel's website at www.classaction.ca or by contacting Class Counsel at 1-800-461-6166, ex. 455

If a Class Member does not timely and properly opt out of the settlement, 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 Class Counsel on or before ■ [insert date - 60 days from the date of publication of this Notice] at the following address:

Siskind, Cromarty, Ivey & Dowler LLP
680 Waterloo Street, London, ON
N6A 3V8
Fax: (519) 672-6065

Attn: Linerboard Class Action

IV. FURTHER INFORMATION

Complete copies of the Agreement, and instructions on how to obtain an Opt-Out Form are available on Ontario Class Counsel's website at www.classaction.ca. To obtain a paper copy of

an Opt Out Form necessary to Opt Out of the Settlement, please call Class Counsel at 1-800-461-6166, ex. 455.

If you would like to receive notice of future distributions, certification, settlements and/or judgments, please contact Class Counsel at the addresses listed below.

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 Agreement, including its appendices, the terms of the Agreement 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 "K"

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, 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., Tenneco, Inc., Tenneco Packaging and Packaging Corporation Of America, 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 Proceedings 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