



This is the 1<sup>st</sup> Affidavit of George Jablonsky and was made on October 3, 2014

No. S-140490  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

**GEORGE JABLONSKY**

PLAINTIFF

AND:

**TIMBERWEST FOREST CORP.**

DEFENDANT

*Brought under the Class Proceedings Act*

**AFFIDAVIT OF GEORGE JABLONSKY**

I, George Jablonsky, retiree, of 427A Bromley Street, in the City of Coquitlam, in the Province of British Columbia, AFFIRM THAT:

1. I am the plaintiff in this matter and have personal knowledge of the facts to which I depose in this Affidavit, except where I state them to be on information and belief, and where so stated I believe them to be true.

*Employment with British Columbia Forest Products Limited*

2. On or around July 29, 1968, I entered into employment with British Columbia Forest Products Limited ("BCFPL") as an Assistant Logging Accountant.

3. During my employment at BCFPL, I was an Assistant Logging Accountant with BCFPL at their Caycuse logging camp and a Logging Accountant at their Port Renfrew logging camp.

4. In or about September 1972, I was transferred to BCFPL's head office in Vancouver, British Columbia. I was a Logging Accountant at the time of my transfer to the Vancouver head office. I remained at the Vancouver head office for the balance of my career with BCFPL.

5. At the time I was hired and throughout the duration of my employment with BCFPL, I was a non-unionized salaried employee.

6. At no time during my employment with BCFPL did I have a written employment contract with BCFPL.

7. During my time as a BCFPL employee, I was not aware of other non-unionized salaried employees of BCFPL entering into written employment contracts with BCFPL.

*Health Benefits with British Columbia Forest Products Limited*

8. During my employment with BCFPL, my compensation included BCFPL's payment for and provision to various benefit coverages for myself, my spouse and dependant children, including:

- (a) the payment of British Columbia Medical Service Plan ("MSP") premiums;
- (b) dental care; and

- (c) extended health benefits, including payment for prescription drugs, semi-private hospital rooms, out-of-province emergency medical treatment when not in British Columbia, vision care, hearing assistance, services of health care professionals including chiropractors, naturopaths, podiatrists, massage therapists, physiotherapists, and other benefits.

(collectively referred to as the “Health Benefits”).

9. BCFPL advised me of my entitlements to coverage for the Health Benefits through standard form benefit booklets distributed to all non-unionized salaried employees.
10. Health Benefits coverage was provided to all non-unionized salaried employees of BCFPL.
11. BCFPL maintained a Policy Procedure Manual (the “BCFPL Manual”) that was made available for inspection by employees of BCFPL.
12. The BCFPL Manual was a reference document for salaried employees of BCFPL. It outlined various company policies and procedures that BCFPL employees and management were required to follow. The BCFPL Manual was available as a reference binder, including in the office of BCFPL in Vancouver.
13. Section 2 of the BCFPL Manual with effective date of July 1, 1982 and subject title “EMPLOYEE BENEFITS FOR RETIRED SALARIED EMPLOYEES” is attached as **Exhibit “A”** to this Affidavit.
14. Section 2 of the BCFPL Manual accords with my understanding of my entitlement to the Health Benefits coverage upon retirement from BCFPL.

15. Attached as **Exhibit “B”** to this Affidavit is a copy of a letter dated December 31, 1985 from Kevin Rooney, Assistant Manager of Personnel Administration for BCFPL, to Mr. W. Scepanovic.

16. Mr. Scepanovic and I worked together in the Vancouver office of BCFPL. He was a non-unionized salaried employee of BCFPL.

17. The contents of the letter to Mr. Scepanovic (**Exhibit “B”**) accords with my understanding of my entitlement to coverage for the Health Benefits upon retirement from BCFPL.

*Merger into Fletcher Challenge Canada Limited*

18. In or about 1988, BCFPL merged with Fletcher Challenge Canada Limited (“FCCL”). Immediately before the merger in or about 1988, I was an Assistant Wood Products Accountant. I continued my employment as Senior Conversion Accountant without any change to the terms and conditions of my employment.

19. A BCFPL Controller before the merger, and/or William Steen, BCFPL Vice-President of Finance before the merger, advised me and other employees in the Accounting and Finance Department of BCFPL of the merger with FCCL.

20. A BCFPL Controller and/or Mr. Steen advised me and other employees in the Accounting and Finance Department of BCFPL before the merger that we would become FCCL employees and that our wages and benefits would not change as a result of the merger with FCCL.

21. Once the merger with FCCL took effect, I continued as an employee with FCCL.

22. I was a non-unionized salaried employee with FCCL once the merger took effect and until my retirement from FCCL.

23. In my continuing employment with FCCL, my wages increased from time to time. To the best of my recollection, from time to time, FCCL made announcements to all salaried employees about minor changes to the Health Benefit entitlement amounts but none of the changes had any significant effect on me.

*Retirement from Fletcher Challenge Canada Limited*

24. In or about July 1989, I received as package, a standard form letter to "All Salaried Employees" from Ian Donald, President and Chief Executive Officer of FCCL, together with an "Employees Benefits Information Package" which included a booklet entitled "Benefits at a Glance" (the "Benefits at a Glance Booklet"). The July 1989 package including the letter from Mr. Donald and the Benefits at a Glance Booklet is attached to this Affidavit as **Exhibit "C"**.

25. In or about early November 1989, I became aware that FCCL was offering early retirement to some of its employees. I asked my supervisor, Dennis Genn, Coast Wood Products Controller for FCCL, about the early retirement option. Although I had no intention of ending my employment with FCCL, Mr. Genn advised me, and I believed it to be true, that FCCL would be ending my employment, and I had the option of choosing early retirement or accepting a lump-sum severance payment upon termination.

26. On another occasion, in or about early November 1989, I had a conversation with Mr. Genn about whether to elect early retirement or a lump-sum severance payment. Mr. Genn advised me, and I believed it to be true, that if I elected a lump-sum severance payment, I would not be a retiree of FCCL, and that as a consequence of not being a retiree of FCCL, my spouse and I would not be entitled to receive Health Benefits coverage once I ceased working for FCCL.

27. I decided to opt for early retirement as opposed to a lump-sum severance payment because I wanted to continue to be covered for the Health Benefits. I was particularly keen to retain my out-of-province emergency medical coverage as my spouse and I frequently travel outside the province.

28. I ceased active employment with FCCL in or about November 1989.

29. Although I had ceased active employment with FCCL in or about November 1989, I continued to be employed by FCCL for a further 22 months pursuant to an early retirement agreement, dated November 27, 1989 (the "Early Retirement Agreement") which provided for a continuation of my compensation. In those 22 months, I received the same coverage for Health Benefits as when I was actively employed. A copy the Early Retirement Agreement is attached to this Affidavit as **Exhibit "D"**.

30. My retirement date with FCCL was December 1, 1991. I was 56 years old at the date of my retirement from FCCL.

31. I was a Senior Conversion Accountant at the time of my retirement from FCCL.

32. Based on the salary continuance described above, I considered that at the time of my retirement from FCCL that my spouse and I would be entitled to coverage for Health Benefits for the duration of my life and the life of my spouse at the levels provided at the time of my retirement.

33. Other than Article 9 of the Early Retirement Agreement ("**Exhibit "D"**"), I do not recall being advised by any representative of BCFPL or FCCL during my employment that either company had reserved a right to reduce my entitlement to the Health Benefits coverages from those provided at the time of my retirement.

34. At the time of my retirement, FCCL continued to provide the Health Benefits coverages for my spouse and me that were in place at the time of my retirement. From time to time prior to September 1, 2009, Health Benefit entitlements changes were announced by what appeared to me to be standard form letters to all retirees but none of the changes had any significant impact on me. To the best of my knowledge, all such benefit changes were common to all former salaried, non-union employees who retired.

*Post-retirement from Fletcher Challenge Canada Limited*

35. In or around 1993, I was advised by the pension administrator for FCCL that TimberWest Forest Limited ("TWFL") would assume responsibility for my pension payments. It was upon receiving this notice that I became aware that a portion of FCCL had been acquired by TWFL.

36. I received a standard form letter dated February 8, 1994 to "Retired Associate or Retired Beneficiary" advising me that TWFL was responsible for the provision of the Health Benefits referred to in the letter as "medical coverage" to my spouse and me. A copy of the February 8, 1994 letter from TWFL is attached to this Affidavit as **Exhibit "E"**.

37. In or around 1997, I was advised by the Catalyst-TimberWest Retired Salaried Employees Association that TWFL had been acquired by the Defendant, TimberWest Forest Corps. ("TimberWest").

*Reduction of Health Benefits by TimberWest Forest Corps.*

38. I received a letter from TimberWest, dated September 3, 2008, regarding the elimination of out-of-province emergency medical coverage from the Health Benefits. A copy of the September 3, 2008 letter is attached to this Affidavit as **Exhibit "F"**.

39. I responded to the September 3, 2008 letter from TimberWest by letter dated November 12, 2008. That letter is attached to this Affidavit as **Exhibit “G”**.

40. I received a letter from Debbie McPhalen, TimberWest Manager of Human Resources, dated November 17, 2008, responding to my letter of November 12, 2008. A copy of Ms. McPhalen’s letter is attached to this Affidavit as **Exhibit “H”**.

41. On or around September 1, 2009, TimberWest discontinued out-of province emergency medical coverage as part of the coverage for Health Benefits provided to my spouse and me.

42. I received a letter from TimberWest, dated March 10, 2010, regarding the elimination or reduction of various Health Benefits coverages. A copy of the March 10, 2010 letter is attached to this Affidavit as **Exhibit “I”**.

43. On or around May 1, 2010, TimberWest eliminated or reduced various Health Benefits coverages provided to my spouse and I, consistent with their letter of March 10, 2010 (**Exhibit “I”**).

44. I responded to the March 10, 2010 letter from TimberWest by letter dated June 2, 2010. That letter is attached to this Affidavit as **Exhibit “J”**.

45. As a result of TimberWest’s elimination or reduction in Health Benefits coverages I have incurred costs of approximately \$16,295.74 between 2009 and December 31, 2013. A summary of my expenses between 2009 and December 31, 2013 is attached to this Affidavit as **Exhibit “K”**.



*Class action*

46. I have been advised by John Rogers, Q.C. one of my lawyers, and believe, that the cost of bringing this action against TimberWest as an individual is very high because of the nature of the issues, the Defendant, and the expert evidence required. Mr. Rogers tells me that he estimates the disbursements alone in this case could be many thousands of dollars.

47. I cannot prosecute this action on an individual basis because the cost of doing so would not be affordable for me given the value of my claim. My lawyers have agreed to act on a contingency basis so that no fees are owing to them unless we succeed. I would not be prepared to pay lawyers by the hour to act on this matter given the amount of money in issue in my claim.

48. The Catalyst-TimberWest Retired Salaried Employee Association is an association that was formed by former salaried employees from Catalyst Paper Corporation and TimberWest to provide information and support to its members.

49. Based on discussions I have had with members of the Catalyst-TimberWest Retired Salaried Employee Association and my review of the pleadings filed by TimberWest in this action, I estimate there are approximately 450 potential class members.

50. I am unaware how many potential class members reside in British Columbia or elsewhere.

51. I consent to acting as a representative plaintiff in this lawsuit.

52. I know of no conflict that would prevent me from acting as a representative plaintiff in this action.

53. I understand my role as a representative plaintiff to include:

- (a) making this affidavit in support of certification;
- (b) instructing counsel as necessary on trial issues and/or settlement if it arises;
- (c) being available to be examined for discovery on the common issues if necessary;
- (d) testifying at the trial of the common issues if appropriate; and
- (e) instructing counsel on any appeal issues pertaining to the common issues as appropriate.

54. I am prepared to undertake these responsibilities and make myself available to counsel as necessary to ensure that they are appropriately undertaken.

55. I have reviewed a draft litigation plan that is intended to be attached to my Notice of Application for Certification. I believe this litigation plan sets out a workable method of advancing the proceeding on behalf of the class and of notifying class members of the proceeding.


56. I will do my best to fairly and adequately represent the interests of the class members.

57. I make this affidavit in support of the application to have this action certified as a class proceeding. I know of no facts material to this application for certification that I have not already disclosed in this affidavit.


AFFIRMED BEFORE ME at Vancouver,  
British Columbia on 03/10/2014



A commissioner for taking affidavits for  
British Columbia



GEORGE JABLONSKY


RENE-JOHN NICOLAS, Barrister & Solicitor  
 5th FLOOR-128 W. PENDER ST.  
VANCOUVER, B.C. V6B 1R8  
604-684-8421

# British Columbia Forest Products Limited

## POLICY PROCEDURE MANUAL

Section <u>2</u>	Letter Number <u>13</u>	Page <u>1</u> of <u>1</u>
Subject <u>EMPLOYEE BENEFITS FOR RETIRED SALARIED EMPLOYEES</u>		Effective Date <u>July 1, 1982</u>

1. Retired Salaried employees whether Normal or Early Retirement, will be entitled to continuing coverage under the Salaried MSP Group 4012746, MSA Extended Health Benefit Group 1274, and MSA Dental Group 89486 at Company expense as follows:
  - (a) Retiring employees will carry with them into retirement the coverage they enjoyed under these plans during the last month of their employment, at no cost to the employee.
  - (b) Where the retired employee pre-deceases his or her spouse, the coverage will continue free of charge for the lifetime of the surviving spouse.
  - (c) Should the surviving spouse re-marry, coverage will still continue for the individual only, but not for the new spouse.
  - (d) Where a salaried employee dies before retirement but after 20 years of service and after having attained age 60, coverage will continue free of charge to the surviving spouse as in (b) and (c) above.

This is Exhibit "A" referred to in the  
 Affidavit of George Jablonsky  
 Sworn before me at Vancouver, BC  
 This 03 day of October 2014  
  
 A Commissioner for taking Affidavits  
 within British Columbia

IN SENATE

January 10, 1905

REPORT OF THE COMMISSIONER OF THE GENERAL LAND OFFICE

CHAPTER I

GENERAL STATEMENT OF THE LANDS BELONGING TO THE UNITED STATES

SECTION 1. THE LANDS BELONGING TO THE UNITED STATES

SECTION 2. THE LANDS BELONGING TO THE STATES

SECTION 3. THE LANDS BELONGING TO THE TERRITORIES

SECTION 4. THE LANDS BELONGING TO THE DISTRICT OF COLUMBIA

SECTION 5. THE LANDS BELONGING TO THE DISTRICT OF COLUMBIA

SECTION 6. THE LANDS BELONGING TO THE DISTRICT OF COLUMBIA

SECTION 7. THE LANDS BELONGING TO THE DISTRICT OF COLUMBIA

SECTION 8. THE LANDS BELONGING TO THE DISTRICT OF COLUMBIA

This is Exhibit A returned to in the

Affidavit of [Name]

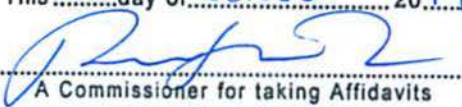
Sworn before me at [Location]

This 10th day of January 1905

A Commissioner for Taking Affidavits  
William Ballou Columbia

British Columbia  
Forest Products Limited

1050 West Pender Street  
Vancouver, British Columbia, Canada V6E 2X3  
Telephone (604) 665-3821 / Telex 04-51166 / Cable BEFORPROD

This is Exhibit "B" referred to in the  
Affidavit of George Jablonsky  
Sworn before me at Vancouver, BC  
This 03 day of October 2014  
  
A Commissioner for taking Affidavits  
within British Columbia



002  
✓

December 31, 1985

Mr. W. Scepanovic  
1007 - 1155 Harwood Street  
Vancouver, B.C.  
V6E 1S1

Dear Wuk:

Enclosed is a copy of our letter to the Canada Permanent Mortgage Corporation which contained your first pension cheque in the amount of \$1,006.77. Subsequent payments will be mailed directly to your trust company by The Standard Life Assurance Company and should arrive two or three days before the first of each month. After each year-end you will receive a T4-A from Standard Life to be used in preparing your annual Income Tax return.


Your pension will be paid for as long as you live and is guaranteed for 5 years. In addition a bridging amount of \$500 a month will be paid until age 65 on a life only basis.

Please note your annuity file number is 9038677-49 which is shown on both your cheque and the cheque stub (enclosed). This number should be used in any correspondence with Standard Life. Also enclosed for your records is a Pension Certificate from Standard Life.

The Company will keep in force throughout your retirement, and at no cost to you, your coverage in the Medical Services Plan as well as the M.S.A. Extended Health Benefits and Dental Plan.

On behalf of B.C. Forest Products we extend our best wishes for good health and much happiness throughout the coming years.

Yours truly

  
Kevin Rooney  
Assistant Manager  
Personnel Administration

KJR:aa  
encls.

U.S.

This is to certify that the following is a true and correct copy of the original as filed in the office of the

Attorney General of the State of California

Sworn before me at \_\_\_\_\_

This 20th day of \_\_\_\_\_ 1905

A Commissioner for Taking Affidavits  
within British Columbia

*[Faint, illegible text, likely a copy of a document or affidavit]*



July 1989

**ALL SALARIED EMPLOYEES**

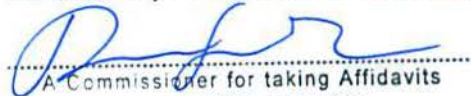
Here is your new Employee Benefits Information Package. The material inside will provide you with current information on each of your Benefits. The Company's Benefits Program, an important part of your total remuneration package, is very comprehensive. I hope you will take the time to review this information carefully with respect to your individual family needs and that you keep it available for ready reference.

If you have any questions, please feel free to discuss them with your Supervisor or the Head Office Employee Benefits Department.

Sincerely,



Ian Donald  
President and Chief Executive Officer

This is Exhibit "C" referred to in the  
 Affidavit of George Jablonsky  
 Sworn before me at Vancouver, BC  
 This 03 day of October 2014  
  
 A Commissioner for taking Affidavits  
 within British Columbia





	Company Pension	Employee Share Purchase Plan	Optional Group Life Insurance	Optional Accidental Death and Dismemberment	Government Plans
When you have medical expenses					Your Provincial Medical Plan pays for basic hospital and medical services.
When you have dental expenses					
When you are sick or disabled	You continue to earn pension credits if you are on Sick Leave or Long Term Disability.	Membership continues but no contributions can be made while you are on Long Term Disability.	Coverage continues	Coverage continues	CPP pays a monthly benefit for you and your dependents if you are totally disabled. Workers' Compensation pays a monthly benefit if you are disabled on the job. CPP pays a lump sum & monthly benefits for spouse and dependents. Workers' Comp pays a lump sum & monthly pension for spouse & dependents if you die accidentally on the job.
If you should die	If you die before age 55, the value of your earned pension will be paid to your beneficiary. If you die at age 55 or later, your spouse will receive a pension.	Your beneficiary will receive the shares in your account.	You may purchase up to \$250,000 of Optional Group Life Insurance for both you and your spouse.	You may purchase up to \$250,000 of Optional AD&D for both you and your family.	
When you retire	You will receive a monthly pension based on your salary and years of service.	You will receive the shares in your account.	Coverage ends (Conversion option available)	Coverage ends	Canada/Quebec Pension and Old Age Security provide retirement income.
Who pays?	The Company pays	The Company & you make contributions.	You pay	You pay	The Company & you share the costs.

**BENEFITS  
AT A  
GLANCE**



	Extended Health Care	Dental Care	Sick Leave	Long Term Disability	Basic Group Life Insurance	Company Travel Accident Insurance
When you have medical expenses	You are reimbursed either 80% or 100% of the cost of many services not covered by your Provincial Medical Plan.					
When you have dental expenses		Option 1 Plan A- 100% Plan B- 50% Plan C- 50%  Option 2 Plan A- 80% Plan B- 80% Plan C- 50%				
When you are sick or disabled	Coverage continues	Coverage continues	Sick Leave provides either 70% or 100% of your salary for up to 6 months.	For absence longer than 6 months, Long Term Disability provides 70% of your salary up to a maximum benefit of \$5,000 per month.	Coverage continues	Coverage continues
If you should die	Coverage continues for widow and dependents for up to 1 year.	Coverage continues for widow and dependents for up to 1 year.	Coverage ends	Coverage ends	Group Life pays your beneficiary 3 times your annual base salary up to a maximum of \$500,000.	If you die accidentally while travelling on Company business, your beneficiary will receive \$200,000.
When you retire	Coverage continues	Coverage continues	Coverage ends	Coverage ends	Coverage ends	Coverage ends
Who pays?	The Company pays	The Company pays	The Company pays	The Company pays	The Company pays	The Company pays

(continued on reverse side)



FLETCHER CHALLENGE CANADA

File: Conf. 097

CONFIDENTIAL

27 November 1989

BY HAND

Mr. George M. Jablonsky  
427A Bromley Street  
Coquitlam, B. C.  
V3K 6N7

WITHOUT PREJUDICE  
This is Exhibit "D" referred to in the  
Affidavit of George Jablonsky

Sworn before me at Vancouver, BC

This 03 day of October 20 14

  
A Commissioner for taking Affidavits  
within British Columbia

Dear George:

The purpose of this letter is to set forth our agreement in respect of your retirement as an employee of Fletcher Challenge Canada Limited (the "Company"), as a result of the management merger with Crown Forest Industries Limited.

The agreement is as follows:

1. Resignation

You undertake to resign as Senior Conversion Accountant of the Coast Wood Products Division of the Company as at 31 January, 1990 (your "Resignation Date"). After your Resignation Date, you will have no further obligation to provide service to or on behalf of the Company. There are no obligations or terms, implied or otherwise, except as contained in this letter.

2. Retiring Allowance

In addition to salary due for the period ending on your Resignation Date the Company will pay to you or your estate the sum of the following:

- (a) as soon as it can be accurately calculated, an amount representing vacation compensation accrued to you at your Resignation Date;

TL\050



George M. Jablonsky  
27 November 1989  
Page 2

- (b) an amount being \$109,450.00 which represents your gross monthly salary multiplied by 22 months and which will be paid to you as follows:
- (i) \$ \_\_\_\_\_ as a lump sum immediately following your Resignation Date, and
  - (ii) \$ \_\_\_\_\_ as a lump sum during the first week of January 1991;

There will be deducted from the above amounts, however, such amounts as the Company may have advanced and paid on account of your resignation, such amounts as it may be required to withhold by law, and such other amounts you have authorized or may authorize the Company to deduct. Payment of the above amounts will be suspended if on your Resignation Date, you are on sick leave or potentially eligible for long term disability benefits on your Resignation Date.

3. Share Purchase Plan

If you were contributing to the Company Share Purchase Plan on your Resignation Date then you may elect to either continue contributions until your Retirement Date or immediately discontinue contributions. Please indicate your election by completing and returning the forms attached to this letter. In the event you elect to continue, then the Company will also continue to make contributions, as provided by the Plan, until your Retirement Date.



George M. Jablonsky  
27 November 1989  
Page 3

4. Disability Benefits

At your Resignation Date, the Sick Leave Plan and the Long Term Disability Plan cease to apply to you.

5. Insurance

Any voluntary insurance scheme you had by reason of your employment will cease on your Resignation Date. However, such group life insurance coverage as you had by reason of your employment will continue until your Retirement Date and you may convert all or part of that coverage within thirty days of that date to an individual life insurance policy at prevailing individual, as opposed to group, insurance rates and without medical examination.

6. Medical and Dental Benefits

To the extent you, for yourself and your eligible dependents, had such coverage at your Resignation Date, the Extended Health Care Plan, the B.C. Medical Services Plan and Dental Care Plan of the Company will apply until your Retirement Date, unless, of course, you obtain similar coverage in the course of other employment or you are entitled to such coverage as a Retiree of the Company.

7. Retirement Plan

Your retirement benefit will be calculated on the basis of your earnings and accredited service to your Retirement Date, plus an additional 11 months of "Bonus Service". To the extent permitted by such Plan, you and your eligible dependants will be



George M. Jablonsky  
27 November 1989  
Page 4

entitled to basic medical, extended health care and dental benefits as a Retiree of the Company. In consideration of the amounts referred to in Paragraph 2, you hereby waive any and all rights you may have to retire and receive benefits under the Company's Retirement Plan prior to 30 November 1991 (your "Retirement Date").

8. Conduct

You are expected, as a normal incident of termination, not to conduct yourself in any manner nor engage yourself in any activity harmful to the Company or any of its related companies.

9. Successors and Plan Amendments

The arrangement set forth in this letter is binding upon the Company's successors and assigns. The Company reserves the right to amend and discontinue any of the benefit plans and programs referred to in this letter and the arrangement in the letter will be, and will be deemed to be subject to such amendments and discontinuance. Notwithstanding the foregoing the benefits to which you will be entitled to will not be substantially less than those outlined in this letter.

If you agree with the above, would you please indicate your agreement by signing the enclosed copy of this letter in the space designated and return it to us, together with a properly witnessed and executed copy of the attached Resignation and Release. As mentioned above, you must indicate your election to discontinue or continue contributions to the Company Share Purchase Plan by completing the



George M. Jablonsky  
27 November 1989  
Page 5

attached forms. Kindly return these documents prior to 15 January, 1990 so as to avoid a delay in the payment referred to above.

Yours very truly,

FLETCHER CHALLENGE CANADA LIMITED

By: \_\_\_\_\_  
D. M. Genn  
Business Unit Controller  
Coast Wood Products

DMG/jm  
Enclosures

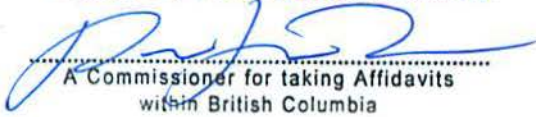


This is Exhibit "E" referred to in the

Affidavit of George Jablonsky

Sworn before me at Vancouver, BC

This 03 day of October 2014

  
A Commissioner for taking Affidavits  
within British Columbia

011



**TimberWest**

TimberWest Forest Limited

7th Floor, 700 West Georgia St  
PO Box 10017 Pacific Centre  
Vancouver, British Columbia  
Canada V7Y 1A1

Phone 604 654 4400

February 8, 1994

**DEAR RETIRED ASSOCIATE or RETIRED BENEFICIARY:**

As you may have heard or read, last December Fletcher Challenge Canada Limited (FCCL) sold all of its forestry, logging and lumber operations on the coast and in the Willams Lake area to TimberWest Forest Limited. With the completion of this sale and a public share offering, TimberWest became one of the largest public companies operating exclusively in the logging and lumber sector of the Canadian forest industry. TimberWest, which is traded on both the Toronto and Vancouver Stock Exchanges, is 49 per cent owned by public shareholders and 51 per cent by Fletcher Challenge Canada.

All former FCCL Retired Associates or Retired Beneficiaries, including yourself, who were associated with the coastal wood products operations or the Willams Lake area, became Retired Associates or Retired Beneficiaries of TimberWest effective January 1, 1994. Starting on that date TimberWest assumed all responsibility for the pension you were receiving from FCCL.

Effective January 1, 1994 TimberWest became a participating employer in the FCCL Retirement Plans for Salaried Employees. Consequently, you will continue to receive your pension without any interruption.

Also effective January 1, 1994 TimberWest assumed the responsibility to provide you with medical benefits on the same basis that you had such coverage as a Retired Associate or Retired Beneficiary of FCCL. Although the benefits provided to you will be identical, it was necessary to transfer your coverage to new Group Numbers effective January 1, 1994. Accordingly applications were forwarded by TimberWest to the following Carriers on your behalf:

1. **Medical Services Plan (MSP)** - You can continue to use the CareCard you *currently have*. If it is no longer valid, MSP will forward you a new one. Please remember you must reside in British Columbia for more than six consecutive months in a year for your coverage under MSP to remain in effect. It is your responsibility to contact us should you not meet this qualification.
2. **Extended Health and Dental** - Enclosed are your new MSA Identification cards which show your new Group Numbers. Please review the information on these cards such as birthdate, SIN, dependents, etc., and advise us immediately of any required changes. We also need to be informed should your address change.

We have also enclosed a new MSA Medex card and an outline of this benefit.

Please ensure that you use your new extended health group number when completing claim forms, and that you notify your dentist's office of your new dental group number. This will avoid any claims being rejected.

On an interim basis FCCL and TimberWest have an Agreement which provides that FCCL will administer the TimberWest benefit plans. Therefore, if you have any questions regarding your pension please contact Mildred Wootton at 654-4535, and regarding your medical benefits, Angie Hood at 654-4061.

(please see over)

SALPEN&M

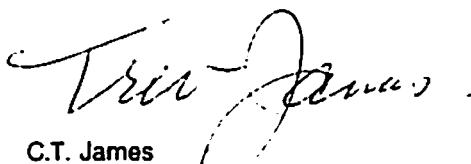


On a closing note I am pleased to inform you that plans are in progress for the publication of a new TimberWest newspaper which will contain interesting articles focused on TimberWest's operations, people and plans and the BC logging and lumber sector in general. Your copy will be forwarded to you as soon as the presses begin to roll.

Welcome to TimberWest!

Best wishes,

**TIMBERWEST FOREST LIMITED**

A handwritten signature in black ink, appearing to read "C.T. James", written in a cursive style.

C.T. James  
Director, Human Resources



September 3, 2008


George Jablonsky  
427 A Bromley Street  
Coquitlam, BC  
V3K 6N7

Dear George:

This is Exhibit " F " referred to in the  
Affidavit of George Jablonsky

Sworn before me at Vancouver, BC

This 03 day of October 2014

  
Commissioner for taking Affidavits  
within British Columbia

#3-4690 Rutherford Road  
Nanaimo, British Columbia  
Canada V9T 4Z4

Tel: 250.729.3700  
Fax: 250.729.9481

**Re: Important Information for Post-1989 Retirees with Extended Health Care Coverage**

We have been concerned about the rising cost of retiree extended health care ("EHC") benefits for some time. Over the past five years alone, these costs have more than doubled and TimberWest now pays close to a million dollars each year for retiree extended health benefits. When combined with BC Medical and Dental costs, these benefits represent a significant cash outlay for the Company.

We have been reluctant to eliminate or cap these coverages because we know they are important to you. However, given the current financial crisis in our Industry and the fact that economic recovery is unpredictable, we can no longer afford to support these benefits at their current level. We will therefore be eliminating your out-of-province emergency medical coverage, including Medi-Assist, effective September 1, 2009.

To minimize the impact this may have on you, TimberWest has arranged with Pacific Blue Cross (PBC) for a cost-effective alternative. This product is called "Group Voluntary Travel" and you will receive a 20% discount from PBC if you purchase this coverage. PBC Group Voluntary Travel plans provide a full range of travel insurance including coverage for medical emergencies, trip cancellation, accidental death, air flight accident, emergency return and baggage loss, delay or damage. Enclosed is a PBC Group Voluntary Travel brochure for your information. Their phone number in Vancouver is 604-419-2200 and their toll-free number is 1-800-873-2583.

We sincerely regret that this action has become necessary. By providing notice to September 1 next year, we hope to reduce the impact on you if you have already factored this benefit into your current travel plans. Please ensure that you arrange for your own medical travel insurance for any out-of-province travel occurring on or after September 1, 2009.

We will continue to monitor the cost of our benefit programs and will advise you in the event that other changes become necessary.

Yours truly,



Debbie McPhalen  
Manager, Human Resources

*Handwritten notes:*  
30  
15 60 100 150  
60 100 150 200  
100 150 200 250  
2160  
372



427A Bromley St.  
Coquitlam, B. C. V3K 6N7  
Ph. 604-931-3734

November 12, 2008

TimberWest  
#3 – 4890 Rutherford Road  
Nanaimo, B. C. V9T 4Z4

Attention: Debbie McPhalen


Dear Debbie:

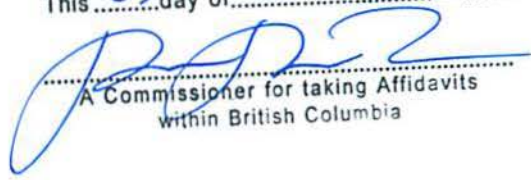
I was shocked to receive your letter of Sept. 3/08 regarding eliminating my out-of-province emergency medical coverage effective Sept. 1/09. When I retired from Fletcher Challenge, I was told by Denis Genn, Coast Wood Products Controller, that my basic medical, extended health care and dental benefits were covered for life. The agreement letter dated November 27/89 stated in the Retirement Plan section that me and my eligible dependants will be entitled to basic medical, extended health care and dental benefits as a Retiree of the Company.

I understand that these benefit costs have increased, but at the time of my retirement these costs had also been increasing each year and I would have thought this would have been taken into consideration when the retirement package was provided. I feel that we had an agreement regarding the benefit package and you should continue to provide this service to me.

Based on the agreement we had, verbally and in writing, you will not eliminate the out-of-province emergency medical coverage for me.

Yours truly

  
George M. Jablonsky

This is Exhibit "G" referred to in the  
Affidavit of George Jablonsky  
Sworn before me at Vancouver, BC  
This 03 day of October 2014  
  
A Commissioner for taking Affidavits  
within British Columbia





TimberWest

November 17, 2008

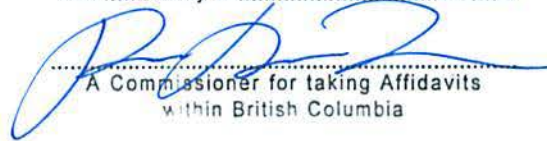
Mr. George Jablonsky  
427A Bromley Street  
Coquitlam, BC V3K 6N7

Dear Mr. Jablonsky:

This is Exhibit H referred to in the  
Affidavit of George Jablonsky  
Sworn before me at Vancouver, BC  
This 03 day of October 2014

#3-4890 Rutherford Road  
Nanaimo, British Columbia  
Canada V9T 4Z4

Tel: 250.729.3700  
Fax: 250.729.9481

  
A Commissioner for taking Affidavits  
within British Columbia

I am responding to your letter of November 12<sup>th</sup> with regard to the cancellation of out-of-province emergency medical coverage effective September 1, 2009.

When you retired from Fletcher Challenge in 1990, you signed a letter from D. M. Genn that outlined your retirement arrangements. The letter included a clause titled "Successors and Plan Amendments". The following is a quote from that section of the letter:

"The Company reserves the right to amend and discontinue any of the benefit plans and programs referred to in this letter and the arrangement in the letter will be, and will be deemed to be subject to such amendments and discontinuance."

While I understand your concerns about the cancellation of out-of-province emergency medical coverage, I believe it is very unlikely that the Board will reconsider its decision. Post-retirement benefits are not and have never been funded. They are dependent on the Company's ability to continue paying for them. TimberWest, like other forest companies, is in financial crisis. Distributions to Unitholders will be reduced and the January 15, 2009 payment postponed. We are cutting costs in all areas of the business. New employees will not be eligible for any health or dental benefits when they retire. Last week, we announced another round of staff reductions. Once that is complete, there will be 88 employees left at TimberWest. My own job is one of the positions that will be eliminated by the restructuring.

I understand that retirees are not happy about this benefit change. I wouldn't be either. However, I think you have to examine it in the context of the times we are facing. This isn't a big company with a profitable balance sheet any longer. TimberWest secured the pensions for retirees by annuitizing them in 2006. I can only hope, as I'm sure you do, that the Company will be able to continue to provide retirees with health and dental benefits that few other retiree groups enjoy.

Yours truly,



Debbie McPhalen  
Manager, Human Resources





March 10, 2010

#3-4690 Rutherford Road  
Nanaimo, British Columbia  
Canada V9T 4Z4

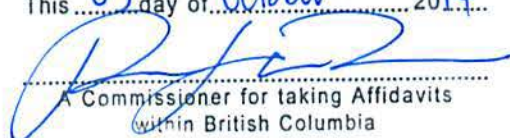
Tel: 250.729.3700  
Fax: 250.729.9481

This is Exhibit " I " referred to in the  
Affidavit of George Jablonsky

Sworn before me at Vancouver, BC

This 03 day of October 2014

George Jablonsky  
427 A Bromley Street  
Coquitlam, BC  
V3K 6N7

  
A Commissioner for taking Affidavits  
within British Columbia

Dear George:

**Re: Important information regarding your Post Retirement Benefit Coverage**

The retiree benefit program currently being provided by TimberWest has been provided at great expense to TimberWest: an expense which has been escalating in recent years due to government downloading and the increasing cost of health care. The program is not and never has been pre-funded. That is to say, the program is funded by the Company's operating earnings in any one year and the cost of providing these benefits is expensed when incurred.

The Company is pleased to be in a position to provide benefit coverage for former employees. That said, the availability of the program is entirely dependent on TimberWest continuing as a going concern and the Company's ability to pay. If we do not manage our costs prudently and remain a going concern, we put at risk the ability to meet these and other obligations. Former and present employees in a number of companies now under creditor protection in Canada's courts are all facing the sad fact that their pension and benefit programs are currently at risk. This is not somewhere we want to end up and therefore managing our costs is critical to ensuring that the Company is financially sound.

Our company and the industry are in the midst of a financial crisis caused by events beyond our control. The depth and duration of this downturn has surpassed all expectations and it remains unclear as to when a turnaround will actually get underway. We have endured three consecutive years of increasing losses. In order to protect our competitive position and remain economically viable, the Company has been through several rounds of cost-cutting in recent years. With only 81 employees today, it is a very different company than the one you left.

The current downturn started in early 2007 and has resulted in record losses for the Company. We recently completed a refinancing program to help us manage through these difficult times. Unitholders were diluted as part of this refinancing and we ended up with much more expensive debt given what is transpiring in the credit markets.

Through this downturn, we have been funding losses with our bank credit line, moreover we are not making any cash distributions to our owners and we have witnessed record declines in the trading price of our stapled unit. In this type of environment, we must continue to examine all areas of spending.





When you retired from the Company, the Company reserved the right to make changes to the retiree benefit programs if future conditions warranted such changes. Unfortunately, in light of the foregoing, the Company is implementing reductions in your benefit coverage as outlined below. We have not made this decision lightly and have made these changes only after evaluating our post-retirement benefits plans against those offered by approximately 260 companies operating in British Columbia. Even with the changes outlined below, this plan still compares favourably to the market comparables.

Please read this letter carefully to ensure that you understand the upcoming changes that affect your retiree health care benefits and any actions you need to take. If you have any questions about these specific plan changes, you may call the TimberWest Retirees Benefit Centre at 1-877-669-6664 or send an email to [timberwestretirees@hewitt.com](mailto:timberwestretirees@hewitt.com).

We will also continue to monitor the cost of our benefit programs and will advise you in the event that other changes become necessary.

#### **Cost-Sharing of MSP Premiums and Capping of TimberWest's Annual Contribution**

Starting in May 2010, if you live in British Columbia, you will be required to begin paying the full monthly premium for your coverage under the BC Medical Services Plan (MSP).

To offset your costs, TimberWest will make a lump sum payment to you each May covering a portion of your MSP premiums. The Company's annual payment to you will be 50% of the total annual 2010 MSP premium cost, calculated as follows:

MSP Coverage	2010 Monthly Premium Rate	2010 Annual Premium Cost	Annual TimberWest Payment to You*
Single Coverage	\$ 57	\$ 684	\$ 342
Couple Coverage	\$ 102	\$ 1,224	\$ 612
Family Coverage	\$ 114	\$ 1,368	\$ 684

\* Your payment from TimberWest for its share of your MSP premium costs will be taxable as income; however, the taxable benefit reported on your annual T4A for MSP coverage will be correspondingly less.

Any future increases in your MSP premiums will be your responsibility. The Company's annual payment to you will remain the same.

**You do not need to re-apply for MSP coverage as a result of this change.**

We will notify MSP that TimberWest will stop paying your premiums as of May 1, 2010. Following this notification, MSP will automatically set up a self-administered account for you and, starting in May of 2010, MSP will begin issuing monthly premium invoices to you (to which you can apply your MSP payment from the Company).





You should contact your local MSP office if:

- You do not receive a premium billing notice by the end of May 2010;
- You wish to report a change of address, marital status or dependents; and/or
- You plan to move outside BC.

Please note that MSP has a premium subsidy program that may assist you with paying premiums if your income is below a certain level. If you are eligible for the premium subsidy, TimberWest's share of your premium costs will be adjusted to 50% of your reduced premium rate as of May 1, 2010. For more information, visit [www.health.gov.bc.ca/msp](http://www.health.gov.bc.ca/msp) or call 604-660-2421 (or toll free at 1-800-663-7100).

#### Changes to Extended Health Care Coverage

Your Extended Health Care coverage will continue, with changes effective May 1, 2010. Here is a comparison of your current coverage and the new provisions that become effective May 1, 2010.

Expenses	Current Coverage	Coverage Effective May 1, 2010
Prescription Drugs*	100%, including dispensing fees	The Company will reimburse 80% of the first \$3,000, 100% on Excess, including dispensing fees
Prescription Drugs - Annual Maximum	Unlimited	\$5,000 per calendar year
Lifetime maximum	Unlimited	\$250,000

\* Coverage is provided for the lowest cost alternative drugs only, until you reach the Fair PharmaCare deductible, which is based on your net family income

You will receive an updated retiree benefits booklet with more detailed information at a later date.

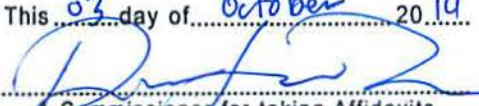
Sincerely,

Paul McElligott,  
President & CEO

#### **Please Note**

*This letter contains summary information only. If there is a discrepancy between the information in this letter and the contracts and official plan documents, or if a misunderstanding occurs, the contracts and official plan documents will apply. The Company reserves the right to amend or discontinue any of the benefits referred to here at any time and at its complete absolute discretion.*

Mr. Paul McElligott, President and CEO,  
 TimberWest Forest Corp  
 Suite 2300 - 1055 West Georgia Street,  
 P.O.Box 11101  
 Vancouver, B.C.,  
 V6E 3P3.

This is Exhibit " J " referred to in the  
 Affidavit of George Jablonsky  
 Sworn before me at Vancouver BC  
 This 03 day of October 2014  
  
 Commissioner for taking Affidavits  
 within British Columbia

Dear Mr. McElligott,


Re: Reduction of retiree benefits and partial reimbursement of MSP premiums

I am writing in regards to TimberWest's decision to eliminate some of my retirement benefits, combined with the recent reduction in medical benefits plus partial MSP payment requirements. Specifically, I am referring to the elimination of the out of province medical coverage from September of 2009, plus the reduced extended health coverage and my requirement to partially pay annual MSP premiums as outlined in your letter of March 10, 2010. At the time of my retirement, the Company agreed to continue to provide the medical and dental benefits I received at the time of retirement and to fund the entire cost of MSP premiums during my retirement. I recently received a cheque in the amount of \$12,214.00 as partial repayment of the MSP fees that I will be required to pay over the next two years.

The purpose of this letter is to inform you that I do not accept TimberWest making these changes to my retirement benefits.. While I will be depositing the cheque for partial repayment of the MSP fees, I am not accepting this as full and final satisfaction of all debts and obligations which TimberWest owes to me. Specifically, I reserve my right to pursue any and all necessary action to recover the reduced portion of my retirement medical benefits and to recover full repayment of all MSP premiums. My acceptance of the partial repayment should not be construed as a release of TimberWest's obligations to pay the entire cost of the MSP premiums or as an acceptance of TimberWest's breach of my contract of employment with respect to retirement benefits. I also do not accept the statement in your letter of March 10th 2010 that:

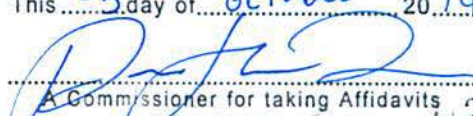
"The Company reserves the right to amend or discontinue any of the benefits referred to here at any time and at its complete absolute discretion."

Yours truly,

  
 GEORGE M. JABLONSKY  
 4271 BRONLEY ST  
 COQUITLAM, B.C.  
 V3K 6N7  
 JUNE 2, 2010



This is Exhibit "K" referred to in the Affidavit of George Jablonsky Sworn before me at Vancouver, BC This 03 day of October 2014

  
 A Commissioner for taking Affidavits within British Columbia  
 Prescription 020

GEORGE M. JABLONSKY  
 COSTS INCURRED DUE TO CHANGES IN TIMBERWEST BENEFIT PACKAGE  
 Includes costs for Jacque and George Jablonsky

		Out-of Prov. Medical Ins.	M.S.P. Premiums	Receipts	Total
<u>2009</u>					
Oct. 5	37 single trip	521.25			521.25
<u>2010</u>					
Feb. 10	31 day multi trip to Feb 2011	684.20			
Mar. 29	13 day single trip addit.	234.37			
Oct. 8	14 say single trip addit.	294.87			
May. 1-Dec. 31	Monthly Premium		714.00		
	Timberwest reimbursement		-1,224.00		
May 1-Dec. 31	Prescription Drugs			274.20	
	Blue Cross reimbursement			-215.68	
Total		1,213.44	-510.00	58.52	761.96
<u>2011</u>					
Feb. 23	46 day single trip	1,500.56			
May 7	8 day multi trip to May 2012	448.30			
Aug. 8	Upgrade to 30 Multi to May 2012	616.51			
Jan. 1-Dec. 31	Monthly Premium		1,308.00		
	Timberwest reimbursement		0.00		
Jan. 1-Dec. 31	Prescription Drugs paid			1,417.15	
	Blue Cross reimbursement			-1,075.11	
Total		2,565.37	1,308.00	342.04	4,215.41
<u>2012</u>					
Feb. 24	Upgrade to 60 Multi to May 2012	935.13			
May 9	3 day multi trip	572.90			
Oct. 2	Upgrade to 60 Multi to May 2013	1,846.87			
Jan. 1-Dec. 31	Monthly Premium		1,392.00		
	Timberwest reimbursement		-612.00		
Jan. 1-Dec. 31	Prescription Drugs paid			2,720.00	
	Blue Cross reimbursement			-2,077.27	
Total		3,354.90	780.00	642.73	4,777.63
<u>2013</u>					
May 29	3 Day single trip	281.14			
Sept. 23	1 Day single trip	44.51			
Oct. 4	60 day multi trip to Oct. 2014	4,217.14			
Jan. 1-Dec. 31	Monthly Premium		1,446.00		
	Timberwest reimbursement		-612.00		
Jan. 1-Dec. 31	Prescription Drugs paid			2,353.00	
	Blue Cross reimbursement			-1,710.30	
Total		4,542.79	834.00	642.70	6,019.49
Grand Total to Dec. 31, 2013		12,197.75	2,412.00	1,685.99	16,295.74