

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

If You Directly Purchased Containerboard Products Between February 15, 2004 through November 8, 2010, You Could be Affected by a Proposed Class Action Settlement.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- Please read this notice carefully. Your legal rights are affected whether you act or don't act. Your rights and the deadlines for exercising your rights are explained in this Notice.
- "Containerboard Products" include linerboard, corrugated medium, rollstock, corrugated sheets and corrugated products, including displays, boxes and other containers.
- This notice concerns a settlement with Defendants International Paper Company, Temple-Inland Inc., (now known as Temple-Inland LLC), TIN Inc. (now known as TIN LLC), and Weyerhaeuser Company (collectively, "Settling Defendants").
- *Kleen Products LLC et al. v. International Paper, et al.*, is a class action lawsuit involving the price of Containerboard Products purchased directly from the Defendants that is pending in the United States District Court for the Northern District of Illinois. The lawsuit alleges that Defendants (who are identified immediately below) engaged in illegal anticompetitive conduct with respect to the sale of Containerboard Products, including via various types of supply restrictions, and that as a result, any person or entity that purchased Containerboard Products *directly from any Defendant*, during the Class Period paid a higher price than they would have otherwise paid in a competitive market. Defendants deny Plaintiffs' allegations and the Court has not ruled on the merits of the claims or defenses.
- The Defendants are Packaging Corporation of America ("PCA"), International Paper Company, Norampac (also referred to as Cascades Canada, Inc./Norampac Holdings U.S., Inc.), Weyerhaeuser Company, Georgia-Pacific LLC, Temple-Inland Inc. (now known as Temple-Inland LLC), TIN Inc. (now known as TIN LLC), and WestRock CP, LLC (formerly known as Smurfit-Stone Container Corporation) and includes their predecessor companies (including Containerboard Products manufacturers merged with or acquired by them) and each of their subsidiaries or affiliates that sold Containerboard Products in the United States during the Class Period.
- On March 26, 2015, the Court issued an order certifying this lawsuit as a class action of direct purchasers across the United States. A "direct purchaser" is a person or business who bought Containerboard Products directly from any of the Defendants, including their predecessors, affiliates, or subsidiaries at any time during the Class Period, rather than from an intermediary or a company that is not a Defendant in this lawsuit, for use or delivery in the United States. A direct purchaser did not have to purchase exclusively from a Settling Defendant during the Class Period in order to be a Class Member. The Class Period is February 15, 2004 through November 8, 2010.
- International Paper Company has agreed to pay \$354,000,000, subject to a contingent and time-limited provision in the Settlement Agreement providing for a potential reduction of up to \$118,000,000, and to provide certain other consideration in settlement of the case against them. Settling Defendants deny any liability. The lawsuit will continue against the other Defendants that have not settled the case ("Non-Settling Defendants").

- For further details, answers to frequently asked questions, and more information, see www.containerboardproductsclass.com/, calling 888-764-8864, or writing to Containerboard Products Class Action, c/o A.B. Data, Ltd., P.O. Box 173014, Milwaukee, WI 53217. See Section 25 below.

DO NOT CONTACT THE COURT OR THE CLERK OF COURT REGARDING THIS NOTICE.

LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT:		
YOU OR YOUR COMPANY MAY:	RESULT:	DUE DATE:
DO NOTHING	You will remain part of the certified Class and will be bound by the terms of the Settlement Agreement. At a later date, you may be eligible to submit a claim form to receive money.	Not applicable
OBJECT TO THE SETTLEMENT, INTERIM FEE REQUEST, OR PLAN OF DISTRIBUTION	You may write to the Court about why you don't like the Proposed Settlement, the interim fee request or the plan of distribution.	Postmarked by [date]
ATTEND A HEARING	Write to the Court to ask permission to speak at the hearing about the fairness of the Proposed Settlement.	Postmarked by [date]

BASIC INFORMATION

1. Why did I get this notice?

You or your company may have purchased Containerboard Products directly from one or more of the Defendants in the United States from February 15, 2004 through November 8, 2010. This Notice explains the lawsuit, the Proposed Settlement, and your legal rights.

2. What are Containerboard Products?

“Containerboard Products” include linerboard, corrugated medium, rollstock, corrugated sheets and corrugated products, including displays, boxes and other containers.

3. What is this lawsuit about?

Plaintiffs in this case allege that Defendants participated in an unlawful conspiracy to fix, raise, maintain, or stabilize the price of Containerboard Products at artificially high levels, including via various types of supply restrictions, in violation of U.S. antitrust laws.

The case is pending in the United States District Court for the Northern District of Illinois and is known as *Kleen Products LLC et al. v. International Paper, et al.*, Case No. 1:10-cv-05711.

On November 8, 2010, Plaintiffs filed a Consolidated Amended Complaint (the “Complaint”) alleging that the Defendants participated in an unlawful conspiracy to fix, raise, maintain or stabilize the price of Containerboard Products at artificially high levels, including via various types of supply restrictions, in the United States in violation of Section 1 of the Sherman Act. Plaintiffs have filed subsequent amendments to the Complaint. The lawsuit claims that any person or entity that purchased Containerboard Products *directly from any Defendant* during the Class Period paid a higher price than they otherwise would have paid in a competitive market. The lawsuit seeks to recover three times the actual damages that Plaintiffs allege the Defendants’ conduct caused, as well as injunctive relief, attorneys’ fees and costs. Settling Defendants and the Non-Settling Defendants deny any liability.

On March 26, 2015, the United States District Court for the Northern District of Illinois certified the Class for purposes of litigating the merits of this case, and the Seventh Circuit Court of Appeals affirmed this ruling on August 4, 2016. The Defendants then filed a Petition for Writ of Certiorari, seeking review by the United States Supreme Court, which was denied on April 17, 2017.

The certified Class Period is from February 15, 2004 through November 8, 2010.

Discovery has been completed and cross-motions for full or partial summary judgment have been filed by the Plaintiffs and all Defendants other than PCA and Norampac. Rulings on these motions are pending.

The Court has not set a date for trial.

4. What are direct purchases?

A “direct” purchase means that you bought one or more of the Containerboard Products from one or more of the Defendants. Your direct purchase(s) must have been made during the Class Period and the Containerboard Products must have been purchased for use or delivery in the United States. If you bought Containerboard Products from a company other than one of the Defendants, it is not a “direct” purchase for purposes of this lawsuit. You are not required to have purchased exclusively from one or more of the Defendants in order to be considered a direct purchaser for purposes of this lawsuit as long as you purchased Containerboard Products from any Defendant during the Class Period.

5. What is the Class Period?

The Class Period is February 15, 2004 through November 8, 2010.

6. Who are the Defendants?

The Defendants include Settled (PCA and Norampac), Settling, and Non-Settling Defendants.

The Court granted final approval of settlements with Defendant PCA on September 3, 2014, and Defendant Norampac on May 21, 2015. This Notice pertains to a proposed settlement with Defendants International Paper Company, Temple-Inland Inc. (now known as Temple-Inland LLC) and TIN Inc. (now known as TIN LLC) (collectively, “TIN”), and Weyerhaeuser Company. The Non-Settling Defendants are Georgia-Pacific LLC (“Georgia-Pacific”) and WestRock CP, LLC (formerly known as Smurfit-Stone Container Corporation) (“Smurfit”).

The Defendants also include all of these companies' predecessors (including Containerboard Products manufacturers merged with or acquired by them) and each of their wholly-owned or controlled subsidiaries or affiliates that sold Containerboard Products directly to purchasers in the United States during the Class Period.

To be a member of the Class you must have purchased Containerboard Products directly from one of these companies in the United States from February 15, 2004 through November 8, 2010 and not requested to be excluded from the Class by December 5, 2016.

7. Why is this a class action?

In a class action, one or more people and/or companies, called class representatives, sue on behalf of people and companies who have similar claims. Together, they make up a class. In a class action, one court resolves the issues for all class members, except for those who have excluded themselves.

The class representatives in this case are Kleen Products LLC, R.P.R. Enterprises, Inc., Mighty Pac, Inc., Ferraro Foods, Inc., Ferraro Foods of North Carolina, LLC, MTM Packaging Solutions of Texas, LLC, RHE Hatco, Inc., and Chandler Packaging, Inc.

U.S. District Judge Harry D. Leinenweber is presiding over this class action.

8. Why is there a Proposed Settlement?

The Defendants have denied any wrongdoing in this case, and the Court has not decided in favor of the Plaintiffs or the Defendants. Instead, Plaintiffs and Settling Defendants have agreed to the Proposed Settlement. That way, Settling Defendants avoid further expense, inconvenience, and the distraction of litigation, and Plaintiffs avoid the risk that the litigation will not be successful against these Settling Defendants.

The Class Representatives and Class Counsel think the Proposed Settlement is best for all Class Members.

To date settlements with PCA and Norampac have been finally approved and International Paper Company, TIN, and Weyerhaeuser Company have agreed to settle the litigation as described herein. The litigation continues against Georgia-Pacific and Smurfit ("Non-Settling Defendants"). Additional money may become available in the future as a result of additional settlements and/or a trial against the Non-Settling Defendants, but there is no guarantee this will happen.

WHO IS AFFECTED BY THE PROPOSED SETTLEMENT?

To see if you are affected by this Proposed Settlement, you first have to determine if you are a Class Member.

9. How do I know if I am part of the Proposed Settlement?

Any person or business that fits the following description, and did not request to be excluded from the Class by December 5, 2016, is affected by the Proposed Settlement and therefore a member of the certified Class, defined as:

All persons who purchased Containerboard Products directly from any of the Defendants or their subsidiaries or affiliates for use or delivery in the United States from at least as early as February 15, 2004 through November 8, 2010.

Specifically excluded from this Class are the Defendants; officers, directors, or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from the Class are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his or her immediate family and judicial staff, and any juror assigned to this action.

The certified Class Period is from February 15, 2004 through November 8, 2010.

“Containerboard Products” means linerboard, corrugated medium, rollstock, corrugated sheets and corrugated products, including displays, boxes and other containers.

For purposes of determining whether you are affected by the Proposed Settlement, it does not matter from which Defendant you purchased Containerboard Products, so long as you purchased *directly* from at least one Defendant at any time during the Class Period for use or delivery in the United States.

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A MEMBER OF THE CLASS OR WILL RECEIVE PROCEEDS FROM THE PROPOSED SETTLEMENT.

10. I’m still not sure if I’m included.

If you are still not sure whether you are a Class Member, you can ask for free help. See Section 25 below.

WHAT THE PROPOSED SETTLEMENT MEANS TO YOU

11. What does the Proposed Settlement provide?

Pursuant to the Proposed Settlement, International Paper Company has agreed to pay \$354,000,000. Settling Defendants have agreed to cooperate with the Plaintiffs in their ongoing litigation against the Non-Settling Defendants.

There is a provision in the Settlement Agreement providing for a reduction of the settlement amount if Plaintiffs settle the case with Georgia-Pacific for less than a certain amount. The maximum reduction allowed under the provision is \$118,000,000. There are limitations to the term of this agreement and \$118,000,000 will be held in escrow until those limitations no longer apply. For further details relating to this provision and the limitation on the potential reduction, see the Settlement Agreement filed with the Court in connection with Plaintiffs’ request for preliminary approval of this settlement. The Settlement Agreement is also available on the case website: <http://containerboardproducts.com>.

In exchange for the Settlement Amount and all other consideration, the Class Members (“Releasers”) give up all legal rights to pursue Settling Defendants for the released claims. Releasers shall be deemed to have, and by operation of the Final Order and Judgment, shall have, fully, completely, finally, and forever released, acquitted, and discharged the Settling Defendant Releasees from any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated, asserted or unasserted, whether in law, equity, or otherwise, claims, demands, judgments, actions, suits, causes of action, obligations, promises, rights, and liabilities of any kind, whether individual or joint and several, including costs, fees, penalties, or losses of any kind or nature, whether actual, punitive, treble, compensatory or otherwise and whether class, individual, derivatively or in any other capacity that Releasers, or each of them, ever had, now has, or hereafter can, shall, or may have (whether or not any Class Member has objected to the settlement or makes a claim upon

or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity), arising out of or relating in any way to any act or omission of the Kleen Defendants (or any of them) or any other Containerboard Products manufacturer, distributor, or seller concerning the manufacture, production, capacity, supply, distribution, sale or pricing of Containerboard Products from the beginning of time up to the date of Preliminary Approval, including but not limited to any conduct alleged, and causes of action asserted, whether known or unknown, suspected or unsuspected, matured or unmatured, contingent or non-contingent, concealed or hidden from existence, asserted or unasserted, or that could have been or could still be alleged or asserted, in any class action complaints filed in this or related Actions, including those arising under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, civil conspiracy or similar laws, RICO, or trade practice law, (collectively, the “Released Claims”). The release, discharge, and covenant not to sue set forth in the Settlement Agreement does not include claims by any of the Class Members other than the Released Claims and does not include other claims, such as those solely arising out of personal injury, product liability or defect, or breach of contract claims in the ordinary course of business other than for such contract claims related to the allegations in the Action. The “Settling Defendant Releasees” shall refer to International Paper Company, Weyerhaeuser Company, and TIN, and to all of their respective past and present, direct and indirect, parents, subsidiaries, affiliates; their predecessors, successors, affiliates, former affiliates, joint ventures, and partnerships; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, representatives, insurers, attorneys, heirs, executors and administrators of each of the foregoing.

The Proposed Settlement, which is part of the Court documents in this case, precisely describes the legal claims that you give up if you stay in the class.

DISTRIBUTION OF THE SETTLEMENT PROCEEDS

12. How will the funds from the settlement be distributed?

Subject to the Court’s approval, Plaintiffs’ counsel may use the Settlement Fund (a) to pay for reasonable expenses associated with the costs of giving notice and administration of the Settlement Fund; (b) to distribute funds to Class Members; and (c) subject to Court approval, to pay interim fees and expenses incurred by Class Counsel for prosecution of the Action on behalf of the Class. It is anticipated that a partial distribution of Settlement Funds will be made to Class Members in an amount not to exceed \$165,000,000. Plaintiffs’ intend to file with the Court a Proposed Plan of Distribution on or before [REDACTED], 2017.

Plaintiffs also intend to file with the Court a Petition for Partial Payment of Fees on or before [REDACTED], 2017 requesting a partial payment of fees not to exceed 30% of the Settlement Amount (\$354,000,000), or approximately \$106,200,000, with 30% of that amount (\$31,860,000) to be held in an escrow account until resolution of the settlement reduction clause.

13. How do I receive payment from one or more of future settlements or judgments?

You will receive additional notice in the event that Co-Lead Counsel proposes to make any further distribution to the Class or payment of attorneys’ fees in connection with any future settlements or judgments.

14. Can I sue the Settling Defendants later?

If the Settlement is finally approved you will not have the right to sue Settling Defendants International Paper Company, TIN, and Weyerhaeuser Company for the claims that the Proposed Settlement resolves. If you have

a pending lawsuit against Settling Defendants International Paper Company, TIN, and Weyerhaeuser Company involving the issues in this case, speak to your own lawyer in that case immediately.

15. How do I tell the Court that I don't like the Proposed Settlement, Plan of Distribution or Request for interim payment of Attorneys' Fees

If you are a Class Member, you can object to the Proposed Settlement or request by Class Counsel for payment of interim attorney fees and expenses. You can give reasons why you think the Court should not approve the Proposed Settlement or the attorneys' fee and expense request. The Court will consider your views. To object, you must send a letter that includes the following:

- A statement saying what you object to in the Proposed Settlement, Plan of Distribution or Interim Fee Request, together with your name, address, telephone number, and your signature.
- The reasons for your objection.
- Proof of your membership in the Class, such as invoices showing that you satisfy the definition in Question 9.

Your objection must identify this case and case number and must be filed with the Court at the following address, **postmarked by [REDACTED], 2017.**

Clerk of Court
United States District Court
For the Northern District of Illinois
Everett McKinley Dirksen
United States Courthouse
219 South Dearborn Street
Chicago, IL 60604

You must also mail copies of the objection to all of the following attorneys, **postmarked by [REDACTED], 2017:**

Michael J. Freed
FREED KANNER LONDON & MILLEN LLC
2201 Waukegan Rd., Suite 130
Bannockburn, IL 60015
Telephone: (224) 632-4500
Fax: (224) 632-4521

Daniel J. Mogin
MOGINRUBIN LLP
707 Broadway, Suite 1000
San Diego, CA 92101
Telephone: (619) 687-6611
Fax: (619) 687-6610

Nathan P. Eimer
EIMER STAHL LLP
224 S. Michigan Ave., Suite 1100
Chicago, IL 60604
Telephone: (312) 660-7600
Fax: (312) 692-1718

Andrew S. Marovitz
MAYER BROWN LLP
71 S. Wacker Dr.
Chicago, IL 60606
Telephone: (312) 782-0600

Margaret H. Warner
MCDERMOTT WILL & EMERY LLP
The McDermott Building
500 N. Capitol St., N.W.
Washington, D.C. 20001
Telephone: (202) 756-8000
Fax: (202) 756-8087

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Proposed Settlement. You may attend, but you are not required to do so. If you attend, you may ask to speak, but you don't have to participate.

16. When and where will the Court decide whether to approve the Proposed Settlement?

The Court will hold a Fairness Hearing at [time] on [date], in Courtroom 1941 at the United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604. At this hearing, the Court will consider whether the Proposed Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Leinenweber will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Proposed Settlement.

The Court may change the time and date of the Fairness Hearing. Notice of any change will be posted at the courthouse or on the Court's website.

17. Do I have to come to the hearing?

At the hearing Class Counsel will answer questions Judge Leinenweber may have. You do not have to attend the hearing but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating the following:

- "Notice of Intention to Appear in *Kleen Products LLC, et al. v. International Paper, et al.*"
- The position you will take on the Proposed Settlement and your reasons.
- Your name, address, telephone number, and your signature.
- Proof of your membership in the Class, such as invoices showing that you satisfy the definition in Question 9.

Your Notice of Intention to Appear must identify this case and case number and must be filed with the Court at the following address, **postmarked by [redacted], 2017:**

Clerk of Court
United States District Court

For the Northern District of Illinois
Everett McKinley Dirksen
United States Courthouse
219 South Dearborn Street
Chicago, IL 60604

You must also mail copies of the Notice of Intention to Appear to the attorneys listed in Question 15 above.

THE LAWYERS REPRESENTING YOU AS A CLASS MEMBER

19. Do I have a lawyer in this case?

The Court has appointed Michael J. Freed of Freed Kanner London & Millen, LLC and Daniel J. Mogin of MoginRubin LLP to represent the Class. These lawyers are called Co-Lead Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

To date, Class Counsel have not requested or been paid any attorneys' fees and are prosecuting the litigation on a wholly contingent fee basis. With this Settlement, Class Counsel will be filing a petition with the Court seeking approval for partial payment of attorneys' fees from the Settlement Fund. You will be provided with a further notice if Class Counsel seek additional fees in the future. Class Members shall have no obligation to pay any fees or expenses of Class Co-Lead Counsel. No payment of attorneys' fees or reimbursement of expenses shall be made in favor of Class Co-Lead Counsel, absent an order of Court.

GETTING MORE INFORMATION

21. How do I get more information?

This Notice summarizes the litigation and the Settlement. You can learn more about the litigation and settlements by visiting www.containerboardproductsclass.com/, calling 888-764-8864, or writing to Containerboard Products Class Action, c/o A.B. Data, Ltd., P.O. Box 173014, Milwaukee, WI 53217.

You may also write to any of Class Counsel at the following addresses:

Michael J. Freed
FREED KANNER LONDON & MILLEN LLC
2201 Waukegan Rd., Suite 130
Bannockburn, IL 60015
Telephone: (224) 632-4500
Fax: (224) 632-4521

Daniel J. Mogin
MOGINRUBIN LLP
707 Broadway, Suite 1000
San Diego, CA 92101
Telephone: (619) 687-6611
Fax: (619) 687-6610

Do not contact the Judge or the Clerk of Court regarding this settlement.

22. Can I update my address?

Yes. If your address changes, please contact the Settlement Administrator at info@containerboardproductscase.com or by mail at Containerboard Products Class Action, c/o A.B. Data, Ltd., P.O. Box 173014, Milwaukee, WI 53217.

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS