



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*

**NOTICE OF APPLICATION  
(CONTESTED CERTIFICATION)**

**Name of Applicant:** GEORGE JABLONSKY, Plaintiff

**TO:** The Defendant

**AND TO:** Its Solicitor

TAKE NOTICE that an application will be made by the applicant to the Honourable Mr. Justice Masuhara at the courthouse at 800 Smithe Street, Vancouver, B.C. V6Z 2E1 on March 30, 2015 at 10:00 a.m. for the orders set out in Part 1 below.

**Part 1: ORDERS SOUGHT**

1. An Order that this action be certified as a class proceeding.
2. An Order that the "Class" be described as:

All persons, wherever they reside, who are either:

- (a) retired, former salaried, non-unionized employees of TimberWest Forest Corp. or one or more of its corporate predecessors including Crown Zellerbach Canada Limited, British Columbia Forest Products Limited, Crown Forest Industries Limited, Canadian Pacific Forest Products Limited, CIP Inc., Avenor Inc., Pacific Forest Products Limited, Fletcher Challenge Canada Limited, TimberWest Forest Limited, 535950 British Columbia Ltd., TAL Acquisition Ltd., TFL Forest Ltd., TFL Holdings Limited, Timberwest Forest Holdings Ltd., Timberwest Forest Management Ltd., and TimberWest Forest Company (the "Predecessors") ("Employee Class Members"); or
- (b) surviving spouses and dependent children of either:
  - (i) living Employee Class Members;
  - (ii) deceased Employee Class Members; or
  - (iii) former salaried, non-unionized employees of TimberWest Forest Corp. or one or more of the Predecessors who died while so employed when they were pension-eligible("Non-Employee Class Members")

who were entitled to receive deferred compensation in the form of coverage and payment for post-retirement health and welfare benefits provided pursuant to either or both (a) pre-retirement contracts of employment, and (b) retirement agreements, of the Employee Class Members which coverage and payment were reduced by TimberWest Forest Corp. on or about September 1, 2009, or May 1, 2010, or on both of those dates.

The Class will be divided into the British Columbia Residents Sub-Class and the Non-Residents Sub-Class.

3. An Order that the Plaintiff, George Jablonsky, be appointed as the representative Plaintiff for the Class.
4. An Order that the Common Issues set out in **Schedule "A"** to this Notice of Application be certified as the Common Issues of fact or law.
5. An Order that this class proceeding be conducted in accordance with the Litigation Plan set out in **Schedule "B"** to this Notice of Application, as amended from time to time and approved by the Court (the "Litigation Plan").
6. An Order that, at a time to be directed by the Court, notice of certification be given to the members of the Class in the form set out in **Schedule "C"** to this Notice of Application and in accordance with the Litigation Plan.
7. Such further and other orders as this Court may consider just.

## Part 2: FACTUAL BASIS

1. In this Notice of Application “Post-Retirement Health and Welfare Benefits” means the health and welfare benefits which, prior to September 1, 2009, TimberWest was providing to all of the prospective Class Members and paying the full cost including payment of 100% of provincial medical plan premiums where required, dental care which included either full or partial reimbursement for dental expenses depending on the plan elected by the retiree on his or her retirement date, and extended health care which included 100% reimbursement for costs incurred for prescription drugs, semi-private hospital rooms, out-of-province medical costs (including medical assist), partial reimbursement for costs incurred for vision care, hearing assistance, services of health care professionals such as chiropractors, naturopaths, podiatrists, massage therapists, and physiotherapists, and other benefits.

### *Identifiable Class*

2. The Plaintiff and the prospective Employee Class Members are retired, former salaried, non-unionized employees of TimberWest and its Predecessors. Non-Employee Class members are the spouses and dependents of either Employee Class Members or persons who would have been Employee Class Members but who died when pension-eligible.

### *Cause of Action*

3. The Plaintiff alleges that TimberWest and its Predecessors had unwritten contracts of employment with all prospective Employee Class Members which provided that their compensation was partly deferred, the deferred part being provision by TimberWest and its Predecessors of the Post-Retirement Health and Welfare Benefits the Employee Class Memberse commenced to receive at their retirement dates. The Plaintiff also alleges that TimberWest and its Predecessors had written retirement agreements with some prospective Employee Class Members which also required provision of the Post-Retirement Health and Welfare Benefits.

4. The Plaintiff alleges that as the result of statutory amalgamations, agreements by successors to continue as their own employees the employment of employees of Predecessors on the same terms and conditions as those employees had enjoyed with the Predecessors, and agreements by successors to assume the obligations the Predecessors had to the prospective Class Members, that TimberWest is contractually obligated to maintain the Post-Retirement Health and Welfare Benefits of all of the prospective Class Members.

5. The Plaintiff alleges that TimberWest breached its contracts with prospective Employee Class Members when:

- (a) effective on or about September 1, 2009, for prospective Class Members who retired in or after 1990, TimberWest eliminated travel medical insurance which had been part of extended health plan which was part of the Post-Retirement Health and Welfare Benefits; and
- (b) effective on or about May 1, 2010 for prospective Class Members who retired prior to 1990, TimberWest froze its payment of the full monthly premium cost for

coverage under the BC Medical Services Plan or its equivalent in those other Provinces (“MSP”) at the 2010 level and, for prospective Class Members who retired in or after 1990, TimberWest made substantial cuts to its prior payment of full costs of Post-Retirement Health and Welfare Benefits.

6. The Plaintiff alleges that breaches of contract are enforceable by the prospective Employee Class Members or by the personal representatives of deceased Employee Class Members on behalf of themselves and the Non-Employee Class Members who are associated with them.

7. Alternatively, the Plaintiff alleges that every prospective Non-Employee Class Member has status to bring an action against TimberWest for enforcement of the contract made with the prospective Employee Class Member for his or her benefit.

8. The Plaintiff alleges, in the alternative, that if TimberWest is not contractually obliged to provide the Post-Retirement Health and Welfare Benefits to the prospective Non-Employee Class Members, that the prospective Non-Employee Class Members are entitled to recover the value of the Post-Retirement Health and Welfare Benefits on the basis of unjust enrichment, *quantum meruit* and third party recovery.

9. The Plaintiff alleges that the personal representatives of deceased prospective Class Members may enforce those deceased prospective Class Members’ rights.

10. The Plaintiff alleges that the prospective Class Members have suffered damages and seek an award of damages for TimberWest’s breach of contract to date of trial and declaratory relief and a mandatory order for the proper performance of contracts for Post-Retirement Health and Welfare Benefits following the date of trial.

11. In the alternative, the Plaintiff seeks restitution for the Non-Employee Class Members as a result of TimberWest’s unjust enrichment.

#### *Common Issues*

12. The common issues outlined in Schedule “A” are common to all Class Members, all of whom were provided with Post-Retirement Health and Welfare Benefits and suffered a reduction.

#### *Representative Plaintiff*

13. The Plaintiff has filed affidavit evidence, establishing his qualifications as the proposed representative Plaintiff.

*Preferable procedure*

14. The affidavit evidence establishes the nature and extent of the common issues in the case and the fact that a class proceeding will be the preferable procedure for resolving common issues.

**Part 3: LEGAL BASIS**

1. The requirements for certification are set out in section 4 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50. The court must certify a class proceeding if the following requirements are met:

- (a) the pleadings disclose a cause of action;
- (b) there is an identifiable class of two or more persons;
- (c) the claims of the class members raise common issues, whether or not those common issues predominate over issues affecting only individual members;
- (d) a class proceeding would be the preferable procedure for the fair and efficient resolution of the common issues;
- (e) there is a representative plaintiff who:
  - (i) would fairly and adequately represent the interests of the class,
  - (ii) has produced a plan for the proceeding that sets out a workable method of advancing the proceeding on behalf of the class and of notifying class members of the proceeding, and
  - (iii) does not have, on the common issues, an interest that is in conflict with the interests of other class members.

2. The Plaintiff relies on the *Class Proceedings Act*.

3. The Plaintiff has established that the requirements of section 4 of the *Class Proceedings Act* have been met as outlined above in Part 2.

**Part 4: MATERIAL TO BE RELIED ON**

1. The Pleadings in this action;
2. Affidavit #1 of George Jablonsky, made October 3, 2014;
3. Affidavit #1 of Trevor James, made October 23, 2014;
4. Affidavit #1 of Diane Irvine, made October 24, 2014.


The applicant estimates that the application will take four days.

[ X ] This matter is not within the jurisdiction of a master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
  - (i) you intend to refer to at the hearing of this application, and
  - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
  - (i) a copy of the filed application response;
  - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
  - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

Date: 24/Oct/2014

  
\_\_\_\_\_  
Signature of lawyer for applicant  
John Rogers, Q.C.

**To be completed by the court only:**

Order made

in the terms requested in paragraphs ..... of Part 1 of this notice of application

with the following variations and additional terms:

Date: \_\_\_\_\_  
[dd/mmm/yyyy]    Signature of  Judge  Master

**APPENDIX**

**THIS APPLICATION INVOLVES THE FOLLOWING:**

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan order: other
- experts

## Schedule "A"

### Common Issues

The Plaintiff proposes the following common issues:

#### 1. Is TimberWest bound by contract?

1.1 Is TimberWest bound by contract to provide all or any of the Post-Retirement Health and Welfare Benefits (in this Common Issue description simply, the "Benefits") in respect of Employee Class Members who retired from

- (a) Predecessors?
- (b) TimberWest?

1.2 If TimberWest is bound by contract to provide any or all of the Benefits described in paragraph 1.1 are the relevant contractual terms included in one or more of, including any combination of, the following:

- (a) unwritten contracts of employment;
- (b) written retirement agreements, or
- (c) another form of contract

with TimberWest, or with a Predecessor to which TimberWest became bound?

1.3 Do any relevant contractual terms described in paragraph 1.2 permit TimberWest, after the retirement of an Employee Class Member, to eliminate a coverage included in the Benefits or pay for less than the full cost of the Benefits for that Employee Class Member or his or her associated Non-Employee Class Members?

#### 2. Standing

2.1 Do Non-Employee Class Members have standing to bring claims for damages to themselves, and for other remedies, for the breach by TimberWest of the contracts with Employee Class Members with whom they are associated?

2.2 Alternatively, do Employee Class Members have the right to enforce compliance by TimberWest with the terms of their contracts which benefit the Non-Employee Class Members associated with them?

2.3 Do the personal representatives of deceased Class Members have standing to bring claims for the damages to, and other remedies for, the Class Members they represent?



### **3. Damages**

3.1 Did the Class Members suffer damage as a result of TimberWest's breach of contract to the date of trial, and will the Class Members suffer damage after the date of trial, as a result of TimberWest's alleged breach of contract unless declaratory relief and a mandatory order is made?

### **4. Declaratory relief and mandatory order**

4.1 Are the Class members entitled to a declaration as to their right to provision by TimberWest, and a mandatory order directing TimberWest to provide, to every Class Member, Post-Retirement Health and Welfare Benefits for the life of the Class Member without eliminating a benefit coverage or reducing payment for any benefit?

### **5. Unjust Enrichment - Alternative Claim**

5.1 Alternatively, if the Employee Class Members are successful in establishing a claim in breach of contract and the Non-Employee Class Members are not successful in establishing a breach of contract claim because they are found not have had a contractual relationship with TimberWest or its Predecessors, then was TimberWest unjustly enriched when it eliminated or reduced the Post-Retirement Health Benefits of Non-Employee Class Members?

**Schedule "B"**

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*

**LITIGATION PLAN**

**Introduction**

1. If and when the action is certified, the Plaintiff will ask the Court to set a schedule for the action. Subject to directions from this Court, the Plaintiff proposes the following schedule.

**Notice of Certification**

2. The Plaintiff proposes that the Court order:

- (a) TimberWest to provide to Class Counsel within 10 days following the date of the Court Order contact information for all Class Members including all persons to whom letters notifying of reduced Post-Retirement Health and Welfare Benefits were delivered in September 2008 and March 2010 as described in the pleadings.
- (b) the notice to the Class be in the form appended as **Schedule "C"** to this Notice of Application, and be mailed by Class Counsel's law firm to the Class Members within 14 days following receipt of the contact information for Class Members described in paragraph 2(a);
- (c) the Plaintiff to request the Catalyst Paper-TimberWest Retired Salaried Employees Association to identify to Class Counsel any persons shown in its records who appear to

be Class Members not included in the list described in paragraph 2(a) above and Class Counsel mail or email copies of the notice to the Class to those persons; and

- (d) the costs of notifying the Class Members be paid for by TimberWest. Alternatively, the costs of the notifying the Class Members will be paid by the Plaintiff in the first instance with the right reserved to the Plaintiff to seek recovery of these costs from TimberWest by order of the Court.

### **Opt-Out Procedure**

- 3. The Plaintiff proposes that the opt-out deadline date be the 60<sup>th</sup> day following the date that the notice is sent to the Class Members pursuant to paragraph 2(b).
- 4. The Plaintiff proposes the following opt-out procedure:
  - (a) a person may opt-out of the class proceeding by sending a written election to opt-out to Plaintiff Counsel's law firm before a date fixed by the court; and
  - (b) a person may not opt-out of the class proceeding after the expiration of the opt-out period.
- 5. The Plaintiff proposes that the opt-out election form should be in the form set out in **Appendix "1" to Schedule "C"** to this Litigation Plan.
- 6. Class Counsel will report to the court the number of persons who opt-out by the date fixed by the Court for that report.

### **Opt-in Procedure**

- 7. The Plaintiff proposes that the opt-in deadline date be the 60<sup>th</sup> day following the date that the notice is mailed or emailed to the Class Members pursuant to paragraph 2(b).
- 8. The Plaintiff proposes the following opt-in procedure:
  - (a) a person may opt-in to the class proceeding by sending a written election to opt-in to Plaintiff Counsel's law firm before a date fixed by the court; and
  - (b) no person may opt-in to the class proceeding after the expiration of the opt-in period.
- 9. The Plaintiff proposes that the opt-in election form should be in the form set out in **Appendix "2" to Schedule "C"** to this Litigation Plan.
- 10. Class Counsel will report to court the number of persons who opted-in by the date fixed by the Court for that report.

## **Litigation Relating to the Common Issues**

11. The Plaintiff anticipates that the litigation of the common issues will follow a fairly “traditional” pre-trial and trial plan and propose that a case management conference be arranged within 10 days of the certification order to address the following issues:

- (a) **pleadings** - ensure that pleadings are closed, that all contemplated amendments have been concluded and that all parties have been joined;
- (b) **identification and simplification of issues** - ensure that liability and damages issues have been simplified and narrowed as much as possible;
- (c) **discovery** - the Plaintiff proposes that lists of documents be exchanged on the common issues within 15 days of the first post-certification case management conference and the examinations for discovery on the common issues be completed within 90 days of the first post-certification case management conference.
- (d) **expert evidence** - the Plaintiff does not anticipate relying on expert evidence in relation to the common issues. However, all expert reports, if any, will be exchanged within 60 days following the completion of examinations for discovery.
- (e) **trial date and length of trial** - the Plaintiff proposes that the trial of the common issues be set for a period of three weeks and commence at least 30 days after the later of completion of examinations for discovery and delivery of the last expert reports.

## **Judgment**

12. The Plaintiff will seek judgment on the common issues at the end of the common issues trial.

## **Individual Issues**

13. With regard to the individual issues remaining following resolution of the common issues, including calculation of damages, the Plaintiff anticipates a further case management conference in order to determine the most efficient method and procedure for determining individual issues. Potential methods include mini-trials, arbitrations, representative trials or other means set out in section 27 of the *Class Proceedings Act*.

## Schedule "C"

### NOTICE OF CERTIFICATION

*Jablonsky v. TimberWest Forest Corp.*  
**British Columbia Supreme Court Action No. S-140490**

#### Why am I getting this letter?

This letter has been sent to you because you have been identified as a potential class member in a class proceeding that has been certified in the Supreme Court of British Columbia. You are entitled to be a class member if you fall under the following definition:

All persons, wherever they reside, who are either:

- (a) retired, former salaried, non-unionized employees of TimberWest Forest Corp. or one or more of its corporate predecessors including Crown Zellerbach Canada Limited, British Columbia Forest Products Limited, Crown Forest Industries Limited, Canadian Pacific Forest Products Limited, CIP Inc., Avenor Inc., Pacific Forest Products Limited, Fletcher Challenge Canada Limited, TimberWest Forest Limited, 535950 British Columbia Ltd., TAL Acquisition Ltd., TFL Forest Ltd., TFL Holdings Limited, Timberwest Forest Holdings Ltd., Timberwest Forest Management Ltd., and TimberWest Forest Company (the "Predecessors") ("Employee Class Members"); or
- (b) surviving spouses and dependent children of either:
  - (i) living Employee Class Members;
  - (ii) deceased Employee Class Members; or
  - (iii) former salaried, non-unionized employees of TimberWest Forest Corp. or one or more of the Predecessors who died while so employed when they were pension-eligible("Non-Employee Class Members")

who were entitled to receive deferred compensation in the form of coverage and payment for post-retirement health and welfare benefits provided pursuant to either or both (a) pre-retirement contracts of employment, and (b) retirement agreements, of the Employee Class Members which coverage and payment were reduced by TimberWest Forest Corp. on or about September 1, 2009, or May 1, 2010, or on both of those dates.

The Class will be divided into the British Columbia Residents Sub-Class and the Non-Residents Sub-Class.

## **The Certification Order**

The Court has certified the action in *Jablonsky v. TimberWest Forest Corp* (the “Class Action”) as a class proceeding and appointed George Jablonsky as the representative plaintiff of the class.

### **What is this case about?**

The Notice of Civil Claim filed by George Jablonsky, the representative Plaintiff, alleges that TimberWest breached its contracts with him and all other Class Members beginning September 1, 2009 and on or about May 1, 2010, or both, when it eliminated coverages and reduced benefit payment amounts it had previously paid to the Plaintiff and all other Class Members.

Damages and other forms of relief are claimed on behalf of each Class Member. The damages claimed are the amount each Class Member has been required to pay to for premiums and benefit costs that TimberWest should have paid. Other relief is sought to require TimberWest to resume providing the coverage and paying the benefit amounts it paid before the reductions.

On \_\_\_\_\_, the Court allowed the action to proceed as a Class Action, which may make it possible for you to obtain compensation for your reduced or eliminated post-retirement health and welfare benefits.

### **What to do if you live in B.C.**

IF YOU ARE A BRITISH COLUMBIA RESIDENT AND YOU WISH TO PARTICIPATE IN THE CLASS ACTION, please contact Class Counsel by mail, fax or email (contact information below) and inform them that you have received this letter and you would like to participate. You will be asked to provide Class Counsel with updated contact information, including an email address and/or telephone number.

If you have any questions, contact Class Counsel by any of the means noted in the contact information below.

IF YOU ARE A BRITISH COLUMBIA RESIDENT AND YOU DO NOT WISH TO PARTICIPATE IN THE CLASS ACTION, you must take action to exclude yourself by opting-out.

If you do not opt-out of the Class Action you will be included in the Class Action and bound by the terms of any judgment or settlement in the Class Action whether favourable or not. You will be entitled to share in the amount of any award or settlement recovered in the Class Action.

If you wish to opt out of the Class Action you must do so on or before \_\_\_\_\_ by sending a written election signed by the class member stating that you are opting out of the Class Action by mail, fax or email to Class Counsel (contact information below).

You may use the attached Opt-Out Form, Appendix "1" to this Notice, but it is not necessary to do so provided your communication is clear that it concerns this case and your decision.

No class member will be permitted to opt-out of the Class Action after \_\_\_\_\_.

### **What to do if you do not live in BC**

IF YOU DO NOT LIVE IN BRITISH COLUMBIA AND YOU WISH TO PARTICIPATE IN THE CLASS ACTION, you must take action to include yourself by sending a written election signed by the class member stating that you wish to opt in to the Class Action by mail, fax or email to the address listed below.

You may use the attached Opt-In Form, Appendix "2" to this Notice but it is not necessary to do so provided your communication is clear that it concerns this case and your decision.

You will be asked to provide Class Counsel with updated contact information and include an email address and/or telephone number.

No class member will be permitted to opt-in to the Class Action after \_\_\_\_\_.

If you do not include yourself by delivering an opt-in notice as described above by the deadline you will not be bound by the result in this class action. You may bring your own action against TimberWest at your cost. It also means that you cannot collect any money that might ultimately be paid to class members as a result of the class action.

### **Legal Fees and Disbursements**

Class Counsel have entered into an agreement with the representative Plaintiff with respect to legal fees and disbursements. The agreement provides that Class Counsel will not receive payment for their work unless the class action is successful or costs are received from TimberWest. The agreement must be approved by the Court to be effective.

Members of the class **will not** be personally liable to pay Class Counsel any legal fees or disbursements.

**Additional Information**

Any questions about the matters in this notice should NOT be directed to the Court because its administrative structure is not designed to address this type of inquiry. The certification order and other information may be obtained by visiting Class Counsel's website at: [www.vslo.ca](http://www.vslo.ca).

For delivery of Opt-In and Opt-Out Forms send your completed Form by mail, fax or email to Class Counsel as shown below.

**By mail:**

Victory Square Law Office LLP  
Vancouver, B.C., V6B 1R8

Attn.: Ms. D. Irvine

**By fax:**

604-684-8427

**By email:**

[tw-classaction@vslo.bc.ca](mailto:tw-classaction@vslo.bc.ca)

If you consider it necessary to speak with a person at Class Counsel's law firm call Ms. Irvine at 604-684-8421.



Schedule "C", Appendix "1"

Class Proceeding against TimberWest Forest Corp.

OPT-OUT FORM

(for use only by residents of British Columbia)

Note: Each class member must complete a separate Opt-Out Form.

Only complete this Opt-Out Form if you live in British Columbia and want to opt out of the Class Action known as *Jablonsky v. TimberWest Forest Corp.*, BCSC Action No. S-140490.

If you opt out of this Class Action, you will not be entitled to a share in the amount of any award of settlement recovered in the class action.

I do not wish to be part of the Class Action. I understand I may pursue any claims I have against TimberWest at my own expense by either filing my own lawsuit or continuing my existing suit if I have filed one already.

Date: \_\_\_\_\_, 2015 \_\_\_\_\_  
Signature

Please type or print the following identifying information:

Name: \_\_\_\_\_  
First Middle Last

Former Names (if any): \_\_\_\_\_

Mailing address: \_\_\_\_\_  
Number Street Apt.  
\_\_\_\_\_ City Province Postal Code

Telephone: \_\_\_\_\_  
Home Cell Work

Email address: \_\_\_\_\_

This completed and signed form must be sent to Class Counsel at Victory Square Law Office LLP on or before \_\_\_\_\_, by one of the following methods:

- 1. by prepaid mail to Class Counsel: Victory Square Law Office LLP, 500 – 128 West Pender Street, Vancouver, BC, V6B 1R8; Attn.: Ms. D. Irvine
- 2. sent and received by fax to 604-684-8427; or
- 3. sent and received by email to: tw-classaction@vslo.bc.ca

If this form is not received on or before \_\_\_\_\_, you will lose your right to opt-out of the class action.

Schedule "C", Appendix "2"

**Class Proceeding Against TimberWest Forest Corp.**

**OPT-IN FORM**

**(for use only by persons not resident in British Columbia)**

Note: Each class member must complete a separate Opt-In Form.

Only complete this Opt-In Form if you do not live in British Columbia and you want to opt in to the Class Action known as *Jablonsky v. TimberWest Forest Corp.*, BCSC Action No. S-140490.

If you opt in to this Class Action, you will be bound by the result of this Action, the most likely possible results are:

- a) settlement;
- b) award of damages by the court; or
- c) dismissal of the action by the court.

You will not be entitled to bring your own lawsuit against the Defendant, TimberWest Forest Corp.

**I wish to be part of the Class Action. I understand I may not pursue any claims I have against TimberWest on my own, either by filing my own lawsuit or continuing my existing suit if I have filed one already.**

**Date:** \_\_\_\_\_, 2015

\_\_\_\_\_  
**Signature**

Please type or print the following identifying information:

Name:

\_\_\_\_\_  
First

\_\_\_\_\_  
Middle

\_\_\_\_\_  
Last

Former Names (if any): \_\_\_\_\_

Mailing address:

\_\_\_\_\_  
Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Apt.

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

Telephone:

\_\_\_\_\_  
Home

\_\_\_\_\_  
Cell

\_\_\_\_\_  
Work

Email address: \_\_\_\_\_

**This completed and signed form must be sent to Class Counsel at Victory Square Law Office LLP on or before \_\_\_\_\_, 2015 by one of the following methods:**

1. by prepaid mail to Class Counsel: Victory Square Law Office LLP,  
500 – 128 West Pender Street, Vancouver BC V6B 1R8, Attn.: Ms. D. Irvine
2. sent and received by fax to 604-684-8427; or
3. sent and received by email to: [tw-classaction@vslo.bc.ca](mailto:tw-classaction@vslo.bc.ca)

If this form is not received on or before \_\_\_\_\_, you will lose your right to opt in to the class action.