



This is the 1st Affidavit of Linda Bourcier
in this case and was made on November 25, 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, R.S.B.C. 1996, c. 50

AFFIDAVIT #1 OF LINDA BOURCIER

I, LINDA BOURCIER, Paralegal, of 1600 – 925 West Georgia Street, in the City of Vancouver, in the Province of British Columbia, SWEAR THAT:

1. I am a paralegal employed by Lawson Lundell LLP, solicitors for the Defendant, TimberWest Forest Corp. (“**TimberWest**”), and as such have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated to be made upon information and belief, and, as to such facts, I verily believe the same to be true.

A. Telephone Interviews with Retirees

2. I was present during a telephone conversation between Gordon Brandt, a lawyer practicing at Lawson Lundell LLP, and Frank Berkey on November 13, 2014. Mr. Berkey advised as follows:

- (a) Mr. Berkey worked as operations superintendent at Stuart Channel Wharves, first for BC Forest Products Limited (“**BC Forest Products**”) and then for Fletcher Challenge Canada Limited. (“**Fletcher Challenge**”);
- (b) Mr. Berkey retired in approximately 1990;
- (c) While employed at BC Forest Products and Fletcher Challenge, Mr. Berkey understood he would receive post-retirement benefits and recalls receiving pamphlets and brochures that provided information regarding these benefits;
- (d) Mr. Berkey took early retirement at age 55 or 56. He felt he could afford to retire early as Fletcher Challenge had adopted the retirement plan that Crown Zellerbach Canada Limited (“**Crown Zellerbach**”) had made available to its employees, which was more favourable than the package previously made available to BC Forest Products employees;
- (e) Mr. Berkey had an early retirement agreement with Fletcher Challenge. That agreement did not specifically address whether the post-retirement benefits were guaranteed; and
- (f) Mr. Berkey does not recall whether the company had a right to change the post-retirement benefits. His expectation was that the benefits would continue for the rest of his life. He feels it is unfair that TimberWest has made changes to his post-retirement benefits.

3. I was present during a telephone conversation between Gordon Brandt and John Olteanu on November 14, 2014. Mr. Olteanu advised as follows:

- (a) Mr. Olteanu worked as a foreman at the Cowichan sawmill, first for BC Forest Products, then for Fletcher Challenge;
- (b) Mr. Olteanu retired in approximately 1989;
- (c) While employed, Mr. Olteanu understood that he would receive post-retirement benefits. He recalls periodically receiving pamphlets regarding such benefits;

- (d) Mr. Olteanu recalls that in the years leading up to his retirement, Fletcher Challenge would hold annual meetings for employees at which many things were discussed, including post-retirement benefits; and
- (e) Mr. Olteanu does not remember whether or not he understood at retirement that the post-retirement benefits could later be changed – he did not pay much attention at that time to whether changes could be made.

4. I was present during a telephone conversation between Gordon Brandt and John Clarkson on November 14, 2014. Mr. Clarkson advised as follows:

- (a) Mr. Clarkson worked at the Hammond sawmill for some 40 years in various positions, including millwright and maintenance foreman. During his time working there, he worked first for BC Forest Products, then for Fletcher Challenge, and then for Interfor;
- (b) In approximately 1991, Interfor purchased the Hammond sawmill. As of that time, Mr. Clarkson was considered a retiree of Fletcher Challenge. However, he continued working as a supervisor at the Hammond sawmill for Interfor until he retired in approximately 1996;
- (c) Mr. Clarkson does not recall hearing about post-retirement benefits while he worked at BC Forest Products but does recall hearing about such benefits while at Fletcher Challenge. He does not recall how he came to learn about post-retirement benefits while working at Fletcher Challenge, but believes it may have been through word of mouth;
- (d) Mr. Clarkson does not recall any seminars regarding post-retirement benefits and does not remember whether he received any brochures regarding such benefits;
- (e) Mr. Clarkson began receiving post-retirement benefits at the start of his retirement from Fletcher Challenge in approximately 1991. He did not receive any benefits from Interfor following retirement;

- (f) Mr. Clarkson does not recall whether he signed a retirement agreement with Fletcher Challenge;
- (g) Mr. Clarkson does not recall if he knew at retirement whether post-retirement benefits could later be changed; and
- (h) Mr. Clarkson continues to receive benefits from TimberWest, and is aware that changes have now been made to those benefits. He has not received any post-retirement benefits from Interfor.

5. I was present during a telephone conversation between Gordon Brandt and Melvin Gurr on November 14, 2014. Mr. Gurr advised as follows:

- (a) Mr. Gurr worked as a construction foreman on the British Columbia central coast, including at King Island and Bella Coola. He worked first for Crown Zellerbach, then for Crown Forest Industries Limited (“**Crown Forest**”), and then for Fletcher Challenge;
- (b) While employed, Mr. Gurr understood that he would receive post-retirement benefits. This information was provided to him in a letter;
- (c) Mr. Gurr recalls that Crown Zellerbach, Crown Forest and Fletcher Challenge held seminars regarding post-retirement benefits. These seminars were held in the central coast area as well as in Vancouver. However, he does not recall attending any of these seminars;
- (d) Mr. Gurr took a retirement package which included a cash settlement. (According to TimberWest’s records, Mr. Gurr retired in March 1992.) Mr. Gurr understood that his retirement package provided that his post-retirement benefits would carry on, but also indicated that the post-retirement benefits could be changed; and
- (e) Mr. Gurr is aware of the changes to the post-retirement benefits as he is now required to pay for half of the cost of health care premiums. He feels that because there has been no increase in his pension pay there should not have been any reduction in the health benefits.

6. I was present during a telephone conversation between Gordon Brandt and David Thompson on November 20, 2014. Mr. Thompson advised as follows:

- (a) Mr. Thompson worked as a woods foreman at Port Renfrew, first for BC Forest Products, then for Fletcher Challenge, and then for TimberWest;
- (b) Mr. Thompson retired in approximately 1997 following a “run-in” with his manager – he was offered the choice to voluntarily accept an early retirement package, and took that choice before matters worsened;
- (c) Mr. Thompson learned about the post-retirement benefits he would receive at the time his early retirement package was discussed. He does not remember if he knew about post-retirement benefits before that time;
- (d) Mr. Thompson believes that the retirement agreement he signed indicated that post-retirement benefits would continue, but that that agreement also said something about the company’s right to change those benefits; and
- (e) Mr. Thompson feels that he is fortunate to be receiving TimberWest’s post-retirement benefits even though there have been some reductions – TimberWest’s package is still better than what some retirees of other companies are receiving.

7. I was present during a telephone conversation between Gordon Brandt and Gordon Gibson on November 20, 2014. Mr. Gibson advised as follows:

- (a) Mr. Gibson began working for Crown Zellerbach in approximately 1967 and retired on December 31, 1996. The names of the companies he worked for changed over the years from Crown Zellerbach to Crown Forest to Fletcher Challenge and finally to TimberWest;
- (b) Mr. Gibson worked in various locations, including Sand Spit, Nanaimo Lakes, Elk River, Campbell River, Beaver Cove and Courtney. He started as an assistant engineer but then became a division forester and division engineer;

- (c) Throughout his employment, Mr. Gibson knew that he would receive post-retirement benefits. He was told that post-retirement benefits were a part of his employment package;
- (d) Mr. Gibson does not recall the details of how or what he was told about post-retirement benefits early in his career. He did not begin to think about post-retirement benefits until about ten years prior to retiring;
- (e) Mr. Gibson received a retirement letter at the time he retired. He believes that that letter indicated that his health benefits would continue throughout his retirement;
- (f) Mr. Gibson did not believe that the company had the right to change his post-retirement benefits after his retirement – he believed that he would receive the same health benefits for the rest of his life as part of the retirement package; and
- (g) Mr. Gibson is angry about the changes that have been made to the post-retirement benefits due to the cost of medical plan premiums and out-of-province travel insurance.

8. I was present during a telephone conversation between Gordon Brandt and Bruce Devitt on November 20, 2014. Mr. Devitt advised as follows

- (a) Mr. Devitt began work with Pacific Logging in approximately 1973 and retired in approximately 1991 or 1992. The names of the companies he worked for changed over the years. They included: Pacific Forest Products, Canadian International Paper, Tahsis and Canadian Pacific Forest Products, from which he retired;
- (b) Mr. Devitt worked on Vancouver Island on private lands and on Crown tenure. At the time he retired, Mr. Devitt was working as chief forester;
- (c) While employed, Mr. Devitt understood that he would receive post-retirement benefits. He recalls some receiving some paperwork from John

Savage, who was employed with human resources, that indicated that he and his wife would receive medical coverage after he retired;

- (d) Mr. Devitt does not recall learning that the post-retirement benefits he would receive could later be changed;
- (e) Mr. Devitt accepted early retirement. At that time, Mr. Devitt received a document explaining his salary continuation and “bridging”, but that document did not mention post-retirement benefits; and
- (f) Mr. Devitt considers that the changes made to the post-retirement benefits were reasonable in light of the economic situation.

9. I was present during a telephone conversation between Gordon Brandt and Richard Emblem on November 20, 2014. Mr. Emblem advised as follows:

- (a) Mr. Emblem began work with Crown Zellerbach in approximately 1968 and retired in approximately 1995;
- (b) Mr. Emblem worked for the following companies at the following locations:

1968	Crown Zellerbach in Courtney
1969 to 1977	Crown Forest in Kitimat
1977 to 1979	Crown Forest in Lake Cowichan
1979 to 1986	Crown Forest in Ladysmith
1986 to 1989	Fletcher Challenge in Campbell River
1989 to 1992	Fletcher Challenge in Ladysmith
1992 to 1996	BC Forest Products then Fletcher Challenge, then TimberWest in Gordon River;

- (c) Mr. Emblem began with Crown Zellerbach in the warehouse and then worked as a purchasing agent for the majority of his career;

- (d) Mr. Emblem was told that he would receive medical and dental benefits for his whole life following his retirement. Mr. Emblem said it was expected that health benefits would continue after retirement, as had occurred with employees that had come before him. He felt that post-retirement benefits were a “given”;
- (e) Mr. Emblem does not recall attending any seminars or receiving any brochures from the companies he worked for regarding post-retirement benefits. He does recall receiving some brochures from Pacific Blue Cross;
- (f) Mr. Emblem did not believe that post-retirement benefits could be changed after retirement;
- (g) When Mr. Emblem retired, he received a retirement letter that addressed pension options, and indicated that his medical and dental benefits would continue and would be paid for by the company;
- (h) Mr. Emblem feels that he was treated “royally” by the company until the changes to post-retirement benefits that occurred in 2010;
- (i) Mr. Emblem travels often. Since the changes that occurred in 2010, the cost of his travel insurance comes out of his pension money;
- (j) Mr. Emblem thought there was going to be a meeting to discuss the changes to the retirement benefits, but that such a meeting would have been awkward because every retiree’s situation would be different in terms of the different retirement packages they had accepted and the pensions they were receiving.

10. I was present during a telephone conversation between Gordon Brandt and Merl Eckford on November 20, 2014. Mr. Eckford advised as follows:

- (a) Mr. Eckford worked at the Elk Falls sawmill for the majority of his career. The names of the companies he worked for changed from Crown

Zellerbach to Crown Forest to Fletcher Challenge and then to TimberWest, from which he retired;

- (b) Mr. Eckford retired in approximately 1999. At the time he retired, Mr. Eckford was a general superintendent at Elk Falls;
- (c) While employed, Mr. Eckford recalls receiving written materials regarding post-retirement benefits. These materials were part of a staff package that was updated and redistributed from time to time. The staff packages indicated that long-term employees received better benefits than those who were more recently hired. Mr. Eckford believes these staff packages were issued by Crown Forest;
- (d) In addition to the staff packages, employees would be issued notices from time to time that specifically addressed health benefits;
- (e) Mr. Eckford has a vague recollection that seminars were held at the Elk Falls mill site. However, he does not recall the details of the seminars;
- (f) While employed, Mr. Eckford was aware that there were human resources personnel in Vancouver who could be contacted with questions regarding post-retirement benefits;
- (g) Mr. Eckford accepted early retirement and signed a retirement agreement. He understood that the early retirement agreement preserved post-retirement benefits for him and his wife;
- (h) Before and at the time he retired, Mr. Eckford was not told that the post-retirement benefits could later be changed – there was a clear understanding that the benefits would continue until he dies; and
- (i) Mr. Eckford is unhappy with the changes that have been made to the post-retirement benefits. He feels that when a company makes a contractual agreement with its employees, the company should stick to that agreement.

11. I was present during a telephone conversation between Gordon Brandt and William Thompson on November 24, 2014. Mr. Thompson advised as follows:

- (a) Mr. Thompson was working for Industrial Timber Mills at Youbou when BC Forest Products purchased that company in 1952;
- (b) Mr. Thompson retired from BC Forest Products in March 1985;
- (c) Mr. Thompson first worked as a green chain puller. While at BC Forest Products, he worked as a boom foreman for ten years. He then completed a work-study and continued employment as a production coordinator;
- (d) In approximately 1983, BC Forest Products was downsizing and Mr. Thompson was asked if he would like to accept early retirement. He agreed to do so;
- (e) Mr. Thompson did not think about post-retirement benefits until the time came to consider early retirement. He was told at that time that his health benefits would continue after retirement;
- (f) Mr. Thompson was not told and did not know that his post-retirement benefits might later be changed; and
- (g) Mr. Thompson is aware that approximately 3 years ago he began to pay some premiums for his post-retirement benefits. Mr. Thompson is not surprised by this change to his benefits – he is aware that many forestry companies have been struggling.

12. I was present during a telephone conversation between Gordon Brandt and Jacob Messer on November 24, 2014. Mr. Messer advised as follows:

- (a) Mr. Messer worked as a woods foreman at Caycuse camp, Cowichan Lake, first for BC Forest Products then for Fletcher Challenge;
- (b) Mr. Messer retired in approximately 1988;

- (c) While employed, Mr. Messer was informed that he would receive post-retirement benefits. He does not recall how was informed, but believes that it may have been by a human resources employee;
- (d) Mr. Messer does not recall attending any seminars regarding post-retirement benefits;
- (e) Mr. Messer does not recall whether he entered into a retirement agreement at the time he retired;
- (f) Mr. Messer is aware that he now pays some premiums for post-retirement benefits that he did not pay at the time he retired;
- (g) At the time he retired, Mr. Messer does not recall learning that the company would later be able to make changes to the post-retirement benefits. He believed he was covered for everything; and
- (h) Mr. Messer and his wife have not felt financial hardship as a result of the premiums he now pays for post-retirement benefits; in fact, they have hardly noticed it.

B. Litigation regarding Post-Retirement Benefits

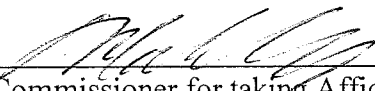
13. I have reviewed the judgment or pleadings in the following actions and understand that these actions have involved claims commenced by individuals against TimberWest Forest Corp. with respect to post-retirement benefits:

- (a) *Timberwest Forest Corp. v. Gustavson*, 2012 BCSC 1232, which was an appeal from judgement of the Provincial Court of British Columbia dated September 30, 2011;
- (b) *Krug v. TimberWest*, Provincial Court of British Columbia (Small Claims) No. C874, Campbell River Registry, the trial of which is scheduled for April 29, 2015. Attached and marked as **Exhibit "A"** to my affidavit are true copies of the Notice of Civil Claim and Reply filed in that matter.


14. I have reviewed the Reasons for Judgment or pleadings in the following actions and understand that these actions have involved claims commenced by individuals against employers other than TimberWest Forest Corp. with respect to post-retirement benefits or other employment benefits:

- (a) *Lacey v. Weyerhaeuser Company Limited*, 2013 BCCA 252;
- (b) *Hornidge v. Weyerhaeuser Company Limited*, British Columbia Supreme Court Action No. 037758, Penticton Registry. Attached and marked as **Exhibit "B"** to my affidavit is a true copy of the Notice of Civil Claim filed in that action. To the best of my knowledge, based on my review of the electronic Court file, no other pleadings have been filed in that action; and
- (c) *Kerfoot v. Weyerhaeuser Company Limited*, 2013 BCCA 330.

SWORN BEFORE ME at the City
of Vancouver, in the Province of British
Columbia, this 25th day of November, 2014.



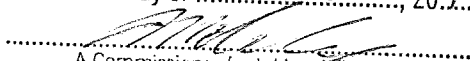
 A Commissioner for taking Affidavits for
 British Columbia.



 Linda Bourcier

MARKO VESELY
Barrister & Solicitor
 1600 - 925 W. GEORGIA ST.
 VANCOUVER, B.C. V6C 3L2
 (604) 685-3456

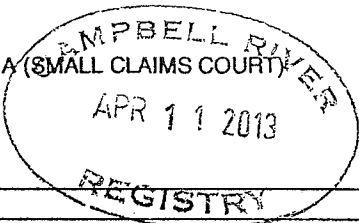
This is Exhibit "A" referred to in the
affidavit of LINDA BOURCIER
made before me at VANCOUVER BC
this 25th day of NOVEMBER, 2014


A Commissioner for taking Affidavits
within British Columbia

NOTICE OF CLAIM

IN THE PROVINCIAL COURT OF BRITISH COLUMBIA (SMALL CLAIMS COURT)

REGISTRY FILE NUMBER	06874
REGISTRY LOCATION	Campbell River



FROM:
This person has made a claim against you in Small Claims Court.

NAME	Ronald C. Krug	CLAIMANT(S)
ADDRESS	3208 South Island Hwy	
CITY, TOWN, MUNICIPALITY	Campbell River	British Columbia
PROV.		POSTAL CODE
		V9W-1C9
		TEL. # 250-923-2201

TO:

NAME	TimberWest Forest Corp	DEFENDANT(S)
ADDRESS	P.O. Box 10424, Pacific Center 1300 - 777 Dunsmuir Street	
CITY, TOWN, MUNICIPALITY	Vancouver	British Columbia
PROV.		POSTAL CODE
		V7Y-1K2
		TEL. #

WHAT HAPPENED?

This is what the claimant says led to the claim.

On September 14th Fletcher Challenge Canada Limited, the predecessor of TimberWest Forest Corp. delivered "by hand" a letter requesting I take early retirement. This letter set forth the arrangements they offered, in part under section 6 stated "you and your eligible dependents will also as a matter of Company policy, be entitled to basic medical, extended health care and dental benefits as a retiree of the Company" In section 8 "Successors and Plan Amendments" states "The arrangements 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 arrangements 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 shall not be substantially less than those outlined in this letter. The Company continued to provide out-of-province emergency medical coverage including Medi-Assist and 100% of our Prescription Drug cost including dispensing fees through Blue Cross also 100% of our MSP cost until there letter of September 3, 2008 stating they will eliminate our out-or-province emergence medical coverage including Medi-Assist effective September 01, 2009. On May 12, 2009 I had a lawyer write TimberWest requesting they reinstate our coverage with on results By another letter dated March 10, 2010 TimberWest informed me they were cutting our MSP annual payments to 50% and any future increases in the premiums will be my responsibility.

continued on page 2

If this box is checked the "what happened" section is continued on a another page. Be sure you have been given a copy of it.

WHERE?

This is where the claimant says it happened.

CITY, TOWN, MUNICIPALITY	Campbell River	British Columbia
PROV.		Columbia

WHEN?

This is when the claimant says it happened.

Letter of September 3, 2008
Letter of May 10, 2010

HOW MUCH?

This is what the claimant is asking for.

a	Cost for four years Out-of- Province Emergency Medical Coverage	\$	6,381.72
b	MSP Shortfall May 17, 2010 to March 18, 2013	\$	3,590.00
c	Prescription Drug Shortfall August 24, 2010 to March 19, 2013	\$	1,524.90
d	This year Out-of-Province Emergency Medical from Blue Cross	\$	3,409.60
e	Income tax on award	\$	3,279.37

TOTAL 18,185.59

TIME LIMIT FOR A DEFENDANT TO REPLY
The defendant must complete and file the attached reply within 14 days from being served with this notice, unless the defendant settles this claim directly with the claimant. If the defendant does not reply, a court order may be made against the defendant without any further notice to the defendant. Then the defendant will have to pay the amount claimed plus interest and further expenses.

+ FILING FEES	150.00
+ SERVICE FEES	20.00
= TOTAL CLAIMED	\$18361.59

The Court Address for filing documents is:

LAW COURTS
500 - 13th Avenue
Campbell River, B.C.
V9W 6P1

DEBT
 OTHER THAN DEBT

defendants' copy

defendant's copy

Notice of Claim, What Happened.

Also in that letter of March 10,2010 TimberWest informed me that effective May 1, 2010

They will reduce the amount paid on prescription drugs to 80 % of the lowest generic drug cost on the first \$ 3,000. 100% on Excess including dispensing fees to a annual maxim of \$ 5000. and a lifetime \$ 250,000. Also Blue Cross reduced the amount they paid for dispensing fees to the lowest cost available anywhere in B.C. My previous coverage was, prescription drugs 100 % including dispensing fees with no annual or lifetime limited.

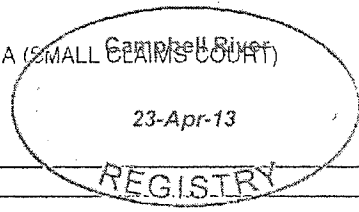
My claim is to have TimberWest repay my cost for the four years of Out-of- Province Emergency Medical coverage plus \$ 3,409.60 for this years coverage from Blue Cross, the shortfall in prescription drug and MSP payments and the Income Tax I have to pay on these amounts. Also to reinstate my benefits to what they were before the cut- backs of Sept. 1,2009, and May 1, 2010.

This year,158 days Out-of-Province Emergency Medical for both of us from Blue Cross will cost \$3,409.60 plus a estimated MSP Shortfall of \$ 834.00, Prescription Drug Shortfall of \$ 398.46 for a total of \$ 4,647.06 As my net pension is \$ 1,625.59 per month I believe this would be a substantial loss to me.

REPLY

IN THE PROVINCIAL COURT OF BRITISH COLUMBIA (SMALL CLAIMS COURT)

- To a Claim
- To a Counterclaim



REGISTRY FILE NUMBER
C8874
REGISTRY LOCATION
CAMPBELL RIVER

TO: NAME RONALD C. KRUG CLAIMANT(S)
 ADDRESS 3208 SOUTH ISLAND HWY
 CITY, TOWN, MUNICIPALITY CAMPBELL RIVER British Columbia PROV. V9W 1C9 POSTAL CODE TEL # 250-923-2201

FROM: NAME TIMBERWEST FOREST CORP. DEFENDANT
 ADDRESS c/o LAWSON LUNDEL LLP (ATTN: RON A. SKOLROOD, Q.C.)
1600 - 925 WEST GEORGIA STREET
 CITY, TOWN, MUNICIPALITY VANCOUVER British Columbia PROV. V6C 3L2 POSTAL CODE TEL # 604-685-3456

- DISPUTE:**
 This is how the defendant disagrees with your claim(s). The Court will set a date for a settlement conference or in some cases a trial and notify you.
- a SEE ATTACHED SCHEDULE "A"
 - b _____
 - c _____
 - d _____
 - e _____

AGREEMENT WITH THE CLAIM: I (NAME) _____ agree to pay \$ _____
 If this is filled in, the defendant has agreed to pay this amount and is proposing this payment schedule. I could make the following payments:

COUNTERCLAIM

WHAT HAPPENED?
 If this part is filled in, the defendant has made a claim against you. This is what the defendant says led to the claim against you. If you dispute the counterclaim you must file a separate Reply.

HOW MUCH?
 This is what the defendant is claiming.

This counterclaim will be heard at the same time as your claim.

a	\$	
b	\$	
c	\$	

TOTAL	\$	
+ FILING FEES	\$	
= TOTAL CLAIMED	\$	

REPLY

claimant's copy

claimant's copy

SCHEDULE "A"

NO. C6874
CAMPBELL RIVER REGISTRY

IN THE PROVINCIAL COURT OF BRITISH COLUMBIA
(SMALL CLAIMS COURT)

BETWEEN:

RONALD C. KRUG

CLAIMANT

AND:

TIMBERWEST FOREST CORP.

DEFENDANT

1. The Defendant, TimberWest Forest Corp. ("**TimberWest**") admits that it is a successor to Fletcher Challenge Canada Limited ("**FCCL**") in respect of a Retirement Agreement dated September 14, 1992 between FCCL and the Claimant (the "**Retirement Agreement**"). For the purposes of this Reply, FCCL and TimberWest will be referred to collectively as TimberWest.
2. Pursuant to the Retirement Agreement, TimberWest agreed to provide the Claimant, upon retirement, with certain post-retirement health care benefits. Specifically, paragraph 6 of the Retirement Agreement states as follows:

"You and your eligible dependents will also, as a matter of company policy, be entitled to basic medical, extended health care and dental benefits as a Retiree of the Company."
3. Also pursuant to the Retirement Agreement, TimberWest expressly reserved the right to amend and discontinue any of the benefits referred to in the Retirement Agreement. Paragraph 8 of the Retirement Agreement states:

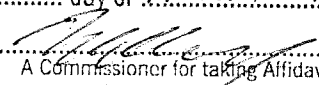
"The Company reserves the right to amend and discontinue any of the benefit plans and programs referred to in this letter and the arrangement in the letter will be, and will be deemed to be subject to such amendments and discontinuance. Notwithstanding the foregoing, the benefits to which you will be entitled shall not be substantially less than those outlined in this letter."
4. In response to significant increases in the cost of providing post-retirement benefits and to financial challenges experienced by TimberWest, and the forest

industry in general, TimberWest made certain changes to the post-retirement benefits, including the following:

- (a) Effective September 1, 2009, emergency out-of-province medical coverage was eliminated;
 - (b) Effective May 1, 2010, retirees were required to share in the cost of provincial Medical Services Plan ("MSP") premiums by paying 50% of the then premium rates plus any future increases; and
 - (c) Effective May 1, 2010, prescription drug coverage was amended to provide for reimbursement of 80% of the first \$3,000 of expenses incurred, and 100% of expenses incurred above \$3,000, subject to an annual maximum of \$5,000 and a lifetime maximum of \$250,000.
5. TimberWest says that it was entitled to make these changes pursuant to its express authority under paragraph 8 of the Retirement Agreement to "amend and discontinue" any of the benefit plans or programs referred to in the Retirement Agreement.
 6. With respect to the emergency out-of-province medical coverage and the prescription drug coverage, TimberWest denies that the Retirement Agreement requires it to maintain these benefits unchanged in perpetuity. Rather, the Retirement Agreement entitles the Claimant to "extended health care benefits" as those benefits exist from time to time. The Claimant continues to receive extended health care benefits as referred to in the Retirement Agreement and, as such, there has been no breach of the Retirement Agreement.
 7. With respect to the implementation of cost sharing for MSP premiums, TimberWest says that nothing in the Retirement Agreement amounts to a contractual guarantee by TimberWest that it would continue to pay 100% of the Claimant's MSP premiums without limit in perpetuity.
 8. In answer to the whole of the Claim, the current value of the benefits provided to the Claimant under the Retirement Agreement, including the changes complained of by the Claimant, exceeds the value of the benefits provided to him as at the date of his retirement and, as such, there has been no breach of the Retirement Agreement. Alternatively, the changes made in the benefits provided to the Claimant in the aggregate do not result in the Claimant receiving "substantially less" than the benefits set out in the Retirement Agreement.

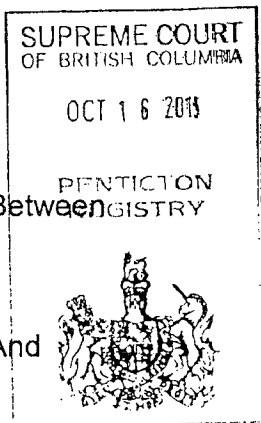
Wherefore TimberWest submits that the Claimant's claim be dismissed.

This is Exhibit " B " referred to in the
affidavit of LINDA BOURCIER
made before me at VANCOUVER, BC
this 25th day of NOVEMBER, 2014


A Commissioner for taking Affidavits
within British Columbia

**FORM 1
(RULE 3-1 (1))**

No. **037758**
Penticton Registry



In the Supreme Court of British Columbia

Between

BRIAN HORNIDGE

Plaintiff

And

WEYERHAEUSER COMPANY LIMITED

Defendant

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below. If you intend to respond to this action, you or your lawyer must:

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must:

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim:

A response to civil claim must be filed and served on the plaintiff:

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

1. The Plaintiff Brian Hornidge is retired and maintains a residence at 147 Kirkpatrick Avenue in the City of Penticton, in the Province of British Columbia.
2. The Defendant Weyerhaeuser Company Limited is a company incorporated under the Federal laws of Canada and is registered as an extra-provincial company thereunder, having its head office located at 925 West Georgia Street, 5th Floor, Vancouver, British Columbia.
3. The Plaintiff is a former, now retired, employee of the Defendant.
4. The Plaintiff was employed at various times and places by the Defendant, retiring on or about the 31st day of July, 1998 (the "retirement").
5. Upon the retirement, and as an inducement to retire, the Defendant offered, and the Plaintiff accepted, a severance package, which included, inter alia, specific retirement health benefits (the "benefits").
6. The benefits included, inter alia:
 - a) Continuing payment, by the Defendant, of British Columbia Medical Services Plan premiums; and
 - b) Coverage of extended health insurance benefits at the sole expense of the Defendant.
7. On or about November 1, 2011, the Defendant unilaterally, and without the Plaintiff's consent, reduced the Defendant's contribution to the cost of the said benefits, causing loss and damage to the Plaintiff.
8. The loss and damage to the Plaintiff consists of the costs having been borne by the Plaintiff since November 1, 2011, and continuing, of the benefits previously paid, by agreement, by the Defendant.

Part 2: RELIEF SOUGHT

1. The Plaintiff claims general and special damages for breach of contract:
 - a) In the amount of all premiums paid by the Plaintiff to the British Columbia Medical Services Plan since November 1, 2011; and
 - b) In the amount of all premium assessments paid in respect of extended health coverage since November 1, 2011.
2. The Plaintiff seeks the following declaratory relief:

- a) An Order that the Plaintiff is entitled to continuing payment by the Defendant of British Columbia Medical Services Plan premiums for himself and his spouse;
 - b) An Order that the Plaintiff is entitled to the extended health benefits available as at July 31, 1998, without alteration of the scope of coverage, coverage limits, or deductibles, all at the Defendant's continuing expense.
3. The Plaintiff claims interest pursuant to the Court Order Interest Act, R.S.B.C. 1996, c. 79.
 4. The Plaintiff claims costs.
 5. The Plaintiff claims such further and other relief as this Honourable Court may deem just.

Part 3: LEGAL BASIS

1. The Defendant has breached the contract entered into between the Plaintiff and the Defendant upon the Plaintiff's retirement.

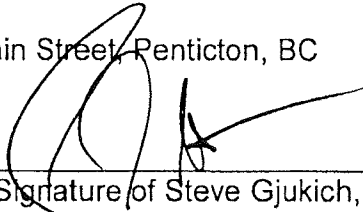
Plaintiff's address for service: c/o Gilchrist & Company
101 – 123 Martin Street
Penticton, BC V2A 7X6

E-mail address for service: Heidi@gilchristlaw.com

Place of trial: Penticton Law Courts

The address of the registry is: 100 Main Street, Penticton, BC

Date: October 15, 2013



Signature of Steve Gjukich,
Lawyer for plaintiff

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period:
 - (a) prepare a list of documents in Form 22 that lists:
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

NO. S-140490
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GEORGE JABLONSKY

PLAINTIFF

AND:

TIMBER WEST FOREST CORP.

DEFENDANT

AFFIDAVIT #1 OF
LINDA BOURCIER



Barristers & Solicitors
1600 Cathedral Place
925 West Georgia Street
Vancouver, British Columbia
V6C 3L2
Phone: (604) 685-3456
Attention: Craig A.B. Ferris