

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
GAINESVILLE DIVISION

X

IN RE COMMERCIAL TISSUE
PRODUCTS ANTITRUST LITIGATION

MDL DOCKET NO. 1189

This Document Relates to:
1:98CV171MMP

X

SUBMISSION OF SETTLEMENT AGREEMENT AND COVENANT
NOT TO SUE BY THE STATE OF NEW YORK

The State of New York respectfully submits the Settlement Agreement and Covenant
Not to Sue, attached herewith as Exhibit A, reached by the parties in the above captioned
action.

June 1, 2000

Respectfully submitted,

ELIOT L. SPITZER
Attorney General of the
State of New York

HARRY FIRST
Chief, Antitrust Bureau



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Antitrust Bureau
Of Counsel

AGREEMENT OF SETTLEMENT AND COVENANT NOT TO SUE

WHEREAS, the State of New York has filed an action styled the State of New York ex rel Attorney General Eliot Spitzer v. Kimberly-Clark Corporation, et al., No. 1:98CV1715PM (N.D. Fla.) consolidated in the action styled In re Commercial Tissue Products Antitrust Litigation, MDL 1189 on its own behalf including its departments, municipalities, governmental entities, political subdivisions, public agencies, counties, state agencies, institutions, divisions, bureaus and other units of government including, but not limited to schools, hospitals, correctional facilities and offices, and as an assignee of claims (the "State of New York");

WHEREAS, the State of Maryland has filed an action styled State of Maryland v. Kimberly-Clark Corporation, et al., Case No. 24-C-99-004904 (Md. Cir. Ct.) on its own behalf including its departments, municipalities, governmental entities, political subdivisions, public agencies, counties, state agencies, institutions, divisions, bureaus and other units of government including, but not limited to schools, hospitals, correctional facilities and offices (the "State of Maryland");

WHEREAS, the State of West Virginia has filed an action styled State of West Virginia ex rel Darrell V. McGraw, Jr. v. Kimberly-Clark Corporation, et al., No. 99C 2349 (W.V. Cir. Ct.), on its own behalf including its departments, municipalities, governmental entities, political subdivisions, public agencies, counties, state agencies, institutions, divisions, bureaus and other units of government including, but not limited to schools, hospitals, correctional facilities and offices (the "State of West Virginia");

WHEREAS, each of the State of New York, the State of Maryland and the State of West Virginia (collectively, the "Settling States") in its respective Complaint (collectively, the "Related Litigations") has alleged that Defendants Kimberly-Clark Corporation (which includes

the now merged companies of Kimberly-Clark Corporation and Scott Paper Company ("Scott"))(collectively "Kimberly-Clark"), Fort James Corporation (which includes the now merged companies of Fort Howard Corporation ("Fort Howard") and James River Corporation of Virginia ("James River")) (collectively "Fort James"), Bay West Paper Company ("Bay West"), Encore Paper Company, Inc. ("Encore"), Marcal Paper Mills, Inc. ("Marcal") and Wisconsin Tissue Mills, Inc. ("Wisconsin Tissue"), a wholly owned subsidiary of Chesapeake Corporation ("Chesapeake"), (collectively, the "Settling Defendants") were participants in an unlawful combination and conspiracy to fix, raise, maintain and stabilize the prices of commercial tissue products in the United States from 1993 to the present in violation of state and/or federal antitrust laws;

WHEREAS, Kimberly-Clark, Fort James, Bay West, Encore, Marcal and Wisconsin Tissue deny all charges of wrongdoing, have asserted a number of defenses to claims of the Settling States and have asserted throughout the Related Litigations that there is no evidence that would implicate them in the alleged price-fixing conspiracy;

WHEREAS, each of the Settling States through its respective Attorney General has conducted investigations into the facts of its respective case and has conducted substantial discovery through documents and witnesses produced by Kimberly-Clark, Fort James, Bay West, Encore, Marcal, and Wisconsin Tissue, and persons and entities not currently parties to the Related Litigations;

WHEREAS, each of the Settling States has devoted substantial efforts and resources to examining at this stage in the respective Related Litigations whether or not it is appropriate to continue each of the Related Litigations against Kimberly-Clark, Fort James Bay West, Encore, Marcal and Wisconsin Tissue;

WHEREAS, based on the investigation by each of the Settling States and after carefully

considering the relevant circumstances, the discovery completed to date in the Related Litigations, the claims asserted in each Settling State's Complaint, the legal and factual defenses thereto, and the relevant law, each Settling State has determined that it is in the public interest and consistent with the responsibilities of its respective Attorney General to enter into this Settlement Agreement with Kimberly-Clark, Fort James, Bay West, Encore, Marcal and Wisconsin Tissue as defendants in the Related Litigations;

WHEREAS, Kimberly-Clark, Fort James, Bay West, Encore, James River, Marcal and Wisconsin Tissue have concluded, despite their belief that they are not liable for the claims asserted and have good defenses thereto, that they will enter into this Settlement Agreement solely to avoid the further expense, inconvenience and burden of these protracted litigations, and the distraction and diversion of their personnel and resources, and thereby put to rest these controversies with valued business customers, and to avoid the risks inherent in uncertain complex litigation;

WHEREAS, in recognition of each Settling States' substantial devotion of resources, expenditure of funds and efforts to determine whether or not to continue the Related Litigations, Kimberly-Clark, Fort James, Bay West, Encore, Marcal and Wisconsin Tissue, in an effort to resolve the Related Litigations, have agreed to pay jointly to the Settling States the sum of \$350,000 (Three Hundred Fifty Thousand Dollars) (the "Settlement Funds") by check and to provide jointly to the Settling States Commercial Tissue Products valued at \$850,000 (Eight Hundred Fifty Thousand Dollars) (the "Settlement Products"). The Settlement Funds and Settlement Products shall be provided in the manner set forth in paragraph 2 of this Settlement Agreement;

WHEREAS, the State of New York has authority to enter into the Settlement Agreement pursuant to New York Executive Law § 63; the State of Maryland has the authority to enter into

this Settlement Agreement pursuant to Md. Const. Art. V, § 3 and Md. Com. Law Code Ann., § 11-209(b) (Supp. 1999); and the State of West Virginia has the authority to enter into this Settlement Agreement pursuant to West Virginia Code §§ 47-18-8 and 47-18-9; and

WHEREAS, the State of New York, the State of Maryland and the State of West Virginia, and Kimberly-Clark, Fort James, Bay West, Encore, Marcal and Wisconsin Tissue, having each determined that it is in their best interests not to continue the Related Litigations, have agreed to dismiss with prejudice all claims asserted by the State of New York, the State of Maryland and the State of West Virginia, respectively, against Kimberly-Clark, Fort James, Bay West, Encore, Marcal and Wisconsin Tissue, and to fully and finally resolve all disputes between the parties.

IT IS, THEREFORE, STIPULATED AND AGREED by and among the undersigned that the Related Litigations shall be compromised and settled as to Kimberly-Clark, Fort James, Bay West, Encore, Marcal and Wisconsin Tissue subject to the following terms and conditions:

- 1) Simultaneously with the signing of this Settlement Agreement, the parties shall execute for filing with the relevant courts, a Stipulation and Order of Dismissal With Prejudice (the "Stipulation") in the form annexed hereto as Exhibit A. The fully executed Stipulation between the State of New York and the Settling Defendants shall be given and entrusted to counsel for the State of New York for filing with the United States District Court, Northern District of Florida. The fully executed Stipulation between the State of Maryland and the Settling Defendants shall be given and entrusted to counsel for the State of Maryland for filing with the Circuit Court for Baltimore City, Maryland. The fully executed Stipulation between the State of West Virginia and the Settling Defendants shall be given and entrusted to counsel for the State of West Virginia for filing with the

Circuit Court of Kanawha County, West Virginia.

2) Once each of the United States District Court, Northern District of Florida, the Circuit Court for Baltimore City, Maryland and the Circuit Court of Kanawha County, West Virginia has signed and entered the Stipulation respectively submitted to it and each Stipulation is no longer subject to appeal, this Settlement Agreement will be deemed final, subject to the provisions set forth in paragraph 5 herein.

(a) Within ten (10) days of the Settlement Agreement being deemed final, the Settling Defendants shall deliver the Settlement Funds to the State of Maryland by a check made payable to the "Office of the Attorney General - Settlement Fund." The State of Maryland shall distribute to each Settling State its portion of the Settlement Funds as set forth below:

<u>State of New York:</u>	\$	110,000
<u>State of Maryland:</u>	\$	175,000
<u>State of West Virginia:</u>	\$	65,000

(b) Each Settling State will receive the following amount, in dollar terms, of the Settlement Products:

<u>State of New York:</u>	\$	387,500
<u>State of Maryland:</u>	\$	387,500
<u>State of West Virginia:</u>	\$	75,000

The value of the Settlement Products shall be based upon each Settling Defendant's published into-stock prices in effect at the time the Settlement Products are delivered. If any Settling Defendant does not have published into-stock prices, then the value of the Settlement Products of that

Defendant shall be based upon the published list-prices in effect at the time the Settlement Products are delivered.

- (c) For the State of New York, the Settlement Products shall consist of the following types of Commercial Tissue Products: 100% standard 1 ply roll toilet tissue (recycled paper), 1½ inch diameter core. For the State of Maryland, the Settlement Products shall be comprised of the approximate stated percentages of the following types of Commercial Tissue Products: 50% standard 1 ply roll toilet tissue (recycled paper), 1 ½ inch diameter core; 20% standard C-fold towels; 20% standard roll towels; and 10% standard toilet seat covers. For the State of West Virginia, the Settlement Products shall be comprised of the approximate stated percentages of the following types of Commercial Tissue Products: 35% standard 1 ply, single roll toilet tissue with approximately 1,000 sheets per roll; 25% standard 2 ply facial quality toilet tissue; 25% standard C-fold, unbleached or semi-bleached towels; and 15% standard multi-fold unbleached towels. One or more of the Settling Defendants shall deliver to each Settling State the general types of Settlement Products identified by each respective Settling State over three (3) consecutive years, which period shall begin on the date on which this Settlement Agreement is deemed final (the "Distribution Years"). With the exception of deliveries to the State of West Virginia, all deliveries to each Settling State shall be made in full truckload quantities. To the extent any scheduled delivery, with the exception of the final delivery in the Distribution Years, would be less than a full truckload quantity, then such delivery shall be deferred and

combined with the next subsequent delivery.

(d) Within forty-five (45) days of the date this Settlement Agreement is deemed final, the Settling Defendants shall make their first delivery of the Settlement Products. The Settling Defendants shall provide to each Settling State no less than fifteen (15) days notice of the projected date for each subsequent delivery. Delivery of the Settlement Products shall be made pursuant to the following terms:

(i) Settlement Products to the State of New York: The Settling Defendants shall deliver to the State of New York one-third (1/3) of its portion of the Settlement Products in each of the Distribution Years. Each annual portion of the State of New York's Settlement Products shall be delivered in four (4) quarterly installments in each Distribution Year. Deliveries of the Settlement Products in each quarter of the Distribution Years shall be made to the locations set forth in Exhibit B attached hereto, which shall be furnished by the State of New York within thirty (30) days of execution of this Agreement. It is understood that it is possible, only to the extent necessary, the locations identified in Exhibit B may change during the Distribution Years, but shall not increase to more than four (4) locations in any quarter. Provided, however, that Settling Defendants shall receive no less than sixty (60) days advance written notice of any change of location.

(ii) Settlement Products to the State of Maryland: The Settling Defendants shall deliver to the following three (3) locations of the

State of Maryland one-third (1/3) of its portion of the Settlement

Products in each of the Distribution Years:

1. Department of General Services
328-330 North Potomac Street
Hagerstown, Maryland 21741.
2. Maryland State Agency for Surplus Property
8037 Brock Bridge Road
Jessup, Maryland 20794-1039
3. Eastern Pro-Release Center
700 Flat Iron Square Road
Church Hill, Maryland 21632

It is understood that it is possible, only to the extent necessary, the above locations of the State of Maryland may change during the distribution Years, but shall not increase to more than four (4) locations in any quarter. Provided, however, that Settling Defendants shall receive no less than sixty (60) days advance written notice of any change of location. Each annual portion of the State of Maryland's Settlement Products shall be delivered to the above locations, or those later specified by the State of Maryland as set forth above, in four (4) quarterly installments in each of the Distribution Years.

(iii) Settlement Products to the State of West Virginia: The Settling

Defendants shall deliver to the following location of the State of West Virginia one-third (1/3) of its portion of the Settlement

Products in each of the Distribution Years:

1. Old Farmer's Market
500 Eagan Street
Charleston, West Virginia 25301

Each annual portion of the State of West Virginia's Settlement Products shall be delivered to the above location in two (2) semi-annual installments in each of the Distribution Years.

- 3) To serve the public interest and discharge the responsibilities of the Attorneys General for each of the State of New York, the State of Maryland and the State of West Virginia as previously stated, and in consideration of the payment made and products supplied by the Settling Defendants, as well as the covenants contained herein, each of the State of New York, the State of Maryland and the State of West Virginia, does hereby covenant and agree that it will forever refrain from instituting, maintaining, prosecuting or continuing to maintain or prosecute any suit or action against, and does hereby release on behalf of the State of New York, the State of Maryland and the State of West Virginia, respectively, and each of their respective political subdivisions and all state and local public and/or private entities that each Attorney General respectively purports to represent in the Related Litigations, or in their capacity as an assignee, Kimberly-Clark, Scott, For James, Fort Howard, Bay West, Encore, James River, Marcal, and Wisconsin Tissue, and each of their successors, assigns, current or former employees, current or former attorneys, current or former directors, current or former officers, current or former shareholders, current or former parents, current or former subsidiaries, current or former affiliates, and current or former joint ventures, from any acts, activities, claims, or causes of action arising under any state or federal antitrust or unfair competition, or unfair or deceptive trade practice, law(s) or False Claim Act, whether brought as a direct or indirect purchaser, which have been asserted or which could have been asserted against Kimberly-Clark, Scott, Fort James,

Fort Howard, Bay West, Encore, James River, Marcal or Wisconsin Tissue in connection with any of the facts alleged in, or any of the underlying facts or circumstances supporting or relating to the allegations made in the respective Complaints of the State of New York, the State of Maryland and the State of West Virginia in the Related Litigations up to and including the date this Settlement Agreement becomes final. The foregoing release shall include any claim against Kimberly-Clark, Scott, Fort James, Fort Howard, Bay West, Encore, James River, Marcal and Wisconsin Tissue for reimbursement of attorneys' fees and costs incurred by each of the State of New York, the State of Maryland and the State of West Virginia in the Related Litigations, as well as any claims against the Settling Defendants brought by the States of New York, Maryland and/or West Virginia as an assignee, including any claims any of the Settling States may have against the Settling Defendants as a member of the class certified in In Re Commercial Tissue Products Antitrust Litigation, MDL 1189.

- 4) (a) For purposes of this Settlement Agreement, the following definitions shall apply:
- (i) "Commercial Tissue Products" means any kind of tissue, toilet paper, paper towels, paper napkins, paper toilet seat covers, wipers and any other related paper products which defendants in the Related Litigations manufacture and sell for use in the commercial or "away from home" commercial tissue market.
 - (ii) "Competitive Manufacturer of Commercial Tissue Products" means a company engaged in the manufacture, sale, or conversion of Commercial Tissue Products in the United States.

(b) Commencing with the date when each Stipulation and Order of Dismissal with Prejudice becomes final as set forth in paragraph 2 of this Settlement Agreement for a period five (5) years thereafter, each Settling Defendant, and each of its predecessors, successors, assigns, subsidiaries, divisions, groups and affiliates controlled by its subsidiaries, and its respective directors, officers, employees and its successors and assigns, agrees that it shall:

- (i) not enter into, adhere to, or maintain any illegal contract, combination, conspiracy, agreement, understanding, plan, or program with any Competitive Manufacturer of Commercial Tissue Products in the United States, its territories, or possessions to illegally fix, raise, maintain, or stabilize the prices, discounts or rebates for Commercial Tissue Products;
- (ii) not in any way communicate with any other Competitive manufacturer of Commercial Tissue Products, for the purpose of entering into, adhering to, or maintaining any illegal contract, combination, conspiracy, agreement, understanding, plan, or program with any Competitive Manufacturer of Commercial Tissue Products in the United States, its territories, or possessions to illegally fix, raise, maintain, or stabilize the prices, discounts or rebates for Commercial Tissue Products;
- (iii) within fifteen (15) days of such information coming to the attention of any of the Settling Defendants' sales representatives, regional sales, national sales, pricing, or marketing management

(or comparable successor management positions) or executive management, report to the Attorney General of each of the Settling States any contact, communications, or solicitation to any such Settling Defendant from any Competitive Manufacturer of Commercial Tissue Products, regarding prospective or proposed price(s) or pricing discounts or rebates by such other Competitive Manufacturer of Commercial Tissue Products not yet announced to its customers in the United States, its territories, and possessions;

- (iv) at a minimum, review with its employees its current antitrust policy and maintain its current Antitrust Compliance Program. If such policy or program does not exist, each Settling Defendant shall immediately implement one and shall certify in writing to the Attorney General of each of Settling States within one year of the date this Settlement Agreement is executed that training in its antitrust policy has occurred and an Antitrust Compliance program is in place; and
- (v) notify the Attorney General of each of the Settling States at least thirty (30) days prior to any proposed material change in such Settling Defendant's company that may affect compliance with this paragraph.

- 5) (a) Once each of the United States District Court, Northern District of Florida, the Circuit Court of Baltimore City, Maryland and the Circuit Court of Kanawha County, West Virginia Court has signed and entered the Stipulation and Order of Dismissal with Prejudice submitted to it and each

Stipulation is no longer subject to appeal, this Settlement Agreement will be deemed final.

- (b) If any Stipulation and Order of Dismissal with Prejudice does not become final pursuant to the terms of paragraph 2 of this Settlement Agreement, then the following shall occur simultaneously:
- (i) this entire Settlement Agreement shall be completely rescinded and shall be deemed void ab initio, and of no force or effect, as between only the Settling State whose Stipulation does not become final and the Settling Defendants, without prejudice to the claims, defenses or rights of the Parties;
 - (ii) all of the claims made by the Settling State whose Stipulation does not become final against the Settling Defendants and all of the Settling Defendants' answers and defenses thereto shall be immediately reinstated in the relevant litigation;
 - (iii) the covenants and releases set forth in this Settlement Agreement shall be deemed null and void and of no force and effect as between the Settling State whose Stipulation does not become final and the Settling States ; and
 - (iv) the Settling Defendants shall have no obligation to make the settlement payment or product deliveries as described in paragraph 2 above to that Settling State whose Stipulation does not become final.
- (c) If, after this Settlement Agreement is deemed final as set forth in paragraph 2 and subject to the provisions of paragraph 10 herein, any

Stipulation and Order of Dismissal with Prejudice is later modified, reversed or set aside for any reason whatsoever by a court of competent jurisdiction and such court's order becomes final and is not subject to further appeal, then the following shall occur simultaneously:

- (i) this entire Settlement Agreement shall be completely rescinded and shall be deemed void ab initio, and of no force or effect, as between only the Settling State whose Stipulation was modified, reversed or set aside and the Settling Defendants, without prejudice to the claims, defenses or rights of the Parties;
- (ii) all of the claims made by the Settling State whose Stipulation was modified, revised or set aside against the Settling Defendants and all of the Settling Defendants' answers and defenses thereto shall be immediately reinstated in the relevant litigations;
- (iii) the covenants and releases set forth in this Settlement Agreement shall be deemed null and void and of no force and effect as between the Settling State whose Stipulation was modified, reversed or set aside and the Settling Defendants; and
- (iv) the Settling Defendants shall have no obligation to make the settlement payment or product deliveries as described in paragraph 2 above to that Settling State whose Stipulation was modified, reversed, or set aside. In the event that the Settling Defendants have already paid Settlement Funds and provided Settlement Products as described in paragraph 2 above by the date the Stipulation is modified, reversed or set aside, then the Settling

Defendants shall have the right to assert a claim and/or bring an action against the Settling State whose Stipulation was modified, reversed or set aside for reimbursement to the Settling Defendants of its portion of the Settlement Funds and Settlement Products, or the equivalent dollar value thereof; and

(v) the Settlement Agreement shall remain in full force and effect as to the remaining Settling States whose Stipulations were not modified, reversed or set aside.

6) This Settlement Agreement and any proceedings taken hereunder shall not in any event be construed or be deemed to be an admission or concession on the part of any of the Settling Defendants of any liability or wrongdoing, or to be evidence of the truth of any allegation made against any of the Settling Defendants, which they have denied. None of this Settlement Agreement, any of its provisions, or evidence of any negotiations or proceedings in furtherance of the Settlement Agreement shall be offered or received as an admission or evidence of the truth of any allegation made against any of the Settling Defendants or an admission or concession of liability, or evidence of the truth of any allegations made against any of the Settling Defendants.

7) The State of New York, the State of Maryland and the State of West Virginia, respectively, shall not share with any other parties to the Related Litigations or parties to other litigation that raises claims that are similar or related to those raised in the Related Litigations, any written or oral work product, including, but not limited to, case analysis, interview notes, factual summaries, or case memoranda, which was either already developed or being developed prior to the

execution of this Settlement Agreement and had not already been shared with such parties.

- 8) The Attorney General for each of the Settling States shall give the Settling Defendants timely notice of any attempt to compel discovery or disclosure of any information identified in paragraph 7 and/or subject to the terms of a Protective Order entered in any of the Related Litigations so that the Settling Defendants may take action to protect their interests.
- 9) This Settlement Agreement contains the complete and entire agreement and understanding between and among the Settling States and the Settling Defendants, and the terms of this Settlement Agreement are contractual and not merely recital.
- 10) The parties agree that should any nonmaterial portion or portions of this Settlement Agreement be found to be void, unenforceable or otherwise invalid by any court of competent jurisdiction after the exhaustion of all rights to appeal, the entire Settlement Agreement shall not be nullified and such invalid portion or portions shall be severed from the remainder of the Settlement Agreement as if they had never been entered into and the remainder of the Settlement Agreement shall be enforced.
- 11) This Settlement Agreement supersedes all prior negotiations and agreements between the Parties regarding the subject matter hereof which are merged herein.
- 12) The State of New York and the Settling Defendants agree that the United States District Court, for the Northern District of Florida (Gainesville Division) shall have continuing jurisdiction over any action brought to enforce the terms of this Settlement Agreement as it pertains to the agreement between the State of New York and the Settling Defendants.

- 13) The State of Maryland and the Settling Defendants agree that the Circuit Court of Baltimore City, Maryland shall have continuing jurisdiction over any action brought to enforce the terms of this Settlement Agreement as it pertains to the agreement between the State of Maryland and the Settling Defendants.
- 14) The State of West Virginia and the Settling Defendants agree that the Circuit Court for Kanawha County, West Virginia shall have continuing jurisdiction over any action brought to enforce the terms of this Settlement Agreement as it pertains to the agreement between the State of West Virginia and the Settling Defendants.
- 15) This Settlement Agreement may not be amended or modified without the agreement in writing of all the undersigned.
- 16) This Settlement Agreement may be executed in counterparts by the Parties.
- 17) The undersigned represent that they are fully authorized to enter into this Settlement Agreement on behalf of the respective Parties.

by John A. Cleamone

Eliot Spitzer
Attorney General, New York

5/12/00

Date

J. Joseph Curran, Jr.
Attorney General, Maryland

Date

Darrell V. McGraw
Attorney General, West Virginia

Date

Kimberly-Clark Corporation

Fort James Corporation

Bay West Paper Corporation

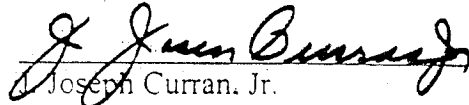
Encore Paper Company, Inc.

Marcal Paper Mills, Inc.

Wisconsin Tissue Mills, Inc.

Eliot Spitzer
Attorney General, New York

Date



Joseph Curran, Jr.
Attorney General, Maryland

4-12-00

Date

Darrell V. McGraw
Attorney General, West Virginia

Date

Kimberly-Clark Corporation

Fort James Corporation

Bay West Paper Corporation

Encore Paper Company, Inc.

Marcal Paper Mills, Inc.

Wisconsin Tissue Mills, Inc.

Eliot Spitzer
Attorney General, New York

Date

J. Joseph Curran, Jr.
Attorney General, Maryland

Date

Darrell V. McGraw, Jr. by DLD

Darrell V. McGraw
Attorney General, West Virginia

4-14-2002

Date

BY DOUGLAS L. DAVIS, ASSISTANT ATTORNEY GENERAL

Kimberly-Clark Corporation

Fort James Corporation

Bay West Paper Corporation

Encore Paper Company, Inc.

Marcal Paper Mills, Inc.

Wisconsin Tissue Mills, Inc.

Eliot Spitzer
Attorney General, New York

Date

J. Joseph Curran, Jr.
Attorney General, Maryland

Date

Darrell V. McGraw
Attorney General, West Virginia

Date



Kimberly-Clark Corporation

Fort James Corporation

Bay West Paper Corporation

Encore Paper Company, Inc.

Marcal Paper Mills, Inc.

Wisconsin Tissue Mills, Inc.

Eliot Spitzer
Attorney General, New York

Date

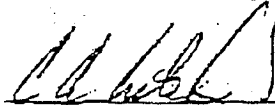
J. Joseph Curran, Jr.
Attorney General, Maryland

Date

Darrell V. McGraw
Attorney General, West Virginia

Date

Kimberly-Clark Corporation



Fort James Corporation

Bay West Paper Corporation

Encore Paper Company, Inc.

✓ _____
Marcal Paper Mills, Inc.

Wisconsin Tissue Mills, Inc.

Eliot Spitzer
Attorney General, New York

Date

J. Joseph Curran, Jr.
Attorney General, Maryland

Date

Darrell V. McGraw
Attorney General, West Virginia

Date

Kimberly-Clark Corporation

Fort James Corporation


Bay West Paper Corporation

Encore Paper Company, Inc.

Marcal Paper Mills, Inc.

Wisconsin Tissue Mills, Inc.

Elliot Spitzer
Attorney General, New York

Date

J. Joseph Curran, Jr.
Attorney General, Maryland

Date

Darrell V. McGraw
Attorney General, West Virginia

Date

Kimberly-Clark Corporation

Fort James Corporation

Bay West Paper Corporation

Joseph F. Rocchio Pres & CEO 5/30/00

Encore Paper Company, Inc.

Marcal Paper Mills, Inc.

Wisconsin Tissue Mills, Inc.

Eliot Spitzer
Attorney General, New York

Date

J. Joseph Curran, Jr.
Attorney General, Maryland

Date

Darrell V. McGraw
Attorney General, West Virginia

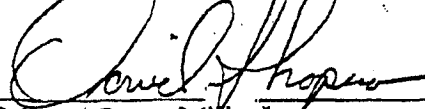
Date

Kimberly-Clark Corporation

Fort James Corporation

Bay West Paper Corporation

Encore Paper Company, Inc.



Marcal Paper Mills, Inc.
David Shapiro
Executive Vice President

Wisconsin Tissue Mills, Inc.

Eliot Spitzer
Attorney General, New York

Date

J. Joseph Curran, Jr.
Attorney General, Maryland

Date

Darrell V. McGraw
Attorney General, West Virginia

Date

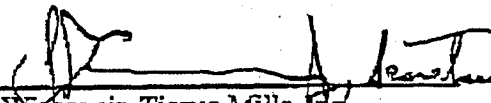
Kimberly-Clark Corporation

Fort James Corporation

Bay West Paper Corporation

Encore Paper Company, Inc.

Marcal Paper Mills, Inc.



Wisconsin Tissue Mills, Inc.