

OSB Antitrust Litigation

Frequently Asked Questions

WHAT IS THIS LAWSUIT ABOUT?

1. *What is the lawsuit about?*

This lawsuit was filed by Sawbell Lumber Co., Columbare, Inc., Norwood Sash & Door Manufacturing Co., Frontier Lumber Co., Inc., Grubb Lumber Co., Inc. and New Deal Lumber & Millwork Co., Inc. (collectively, “Plaintiffs”) individually and as representatives of all persons in the United States that purchased OSB directly from the Defendants. The Plaintiffs assert that, as a result of the alleged conduct of the Defendants, the prices paid to the Defendants for OSB were higher than they otherwise would have been. The Plaintiffs have sought to recover three times the actual damages that they allege the Defendants’ conduct caused, as well as injunctive relief, attorneys’ fees and costs. The Defendants deny that any of their conduct was unlawful. The Court has not yet resolved the merits of the Plaintiffs’ claims, or determined whether the Plaintiffs’ or Defendants’ contentions are true.

2. *Why is this lawsuit a class action lawsuit?*

In a class action, people called class representatives sue on behalf of people who have similar claims. All of these people make up the class and are called class members. One Court then resolves the issues for all class members, except for those who exclude themselves from the class. U.S. District Court Judge Paul S. Diamond is overseeing this class action lawsuit.

3. *What is the current status of the lawsuit?*

Several lawsuits were originally filed in February 2006, and the cases were consolidated before Judge Diamond in the Eastern District of Pennsylvania. The Court certified this lawsuit as a class action on August 3, 2007 and appointed the Plaintiffs to represent the Litigation Class.

On March 5, 2007, Plaintiffs reached a settlement agreement with Huber in the amount of \$2,000,000, which was granted final approval by the Court on September 17, 2007. As a result of this settlement, Huber was dismissed from the case.

On October 19, 2007, Plaintiffs reached settlement agreements with Ainsworth and GP in the amounts of \$8,600,000 and \$9,000,000, respectively, which were granted preliminary approval by the Court on March 10, 2008. On July 10, 2008, as a result of a correction to GP’s OSB sales data, the GP Settlement Agreement was amended to increase the settlement amount to \$9,880,000. The Court granted final approval to the Ainsworth and GP Settlements on August 12, 2008, and dismissed them both from the case.

On March 5, 2008, Plaintiffs reached a settlement agreement with Tolko in the amount of \$4,325,000, which was granted final approval by the Court on August 12, 2008. As a result of this settlement, the Court dismissed Tolko from the case.

Previous notices addressing the legal rights and options of class members regarding settlements with Huber, Ainsworth, GP and Tolko are available on this website or by contacting the Claims Administrator, as described in Question 11 below.

On May 2, 2008, Plaintiffs reached a settlement agreement with Norbord in the amount of \$30,000,000. On May 28, 2008, Plaintiffs reached a settlement agreement with Potlatch in the amount of \$2,700,000. On June 10, 2008, Plaintiffs reached a settlement agreement with Weyerhaeuser in the amount of \$18,000,000. On July 11, 2008, Plaintiffs reached settlement agreements with Louisiana-Pacific and Grant in the amounts of \$44,500,000 and \$725,000, respectively. On August 22, 2008, the Court granted preliminary approval to the settlements with Norbord, Potlatch, Weyerhaeuser, Louisiana-Pacific and Grant.

DISTRIBUTION OF SETTLEMENT PROCEEDS

4. *What kinds of purchases qualify me to receive settlement proceeds?*

Whether you are a member of the Litigation Class or the Huber, Ainsworth, GP or Tolko Settlement Classes – and thus eligible to receive the related settlement proceeds – depends on the type of OSB product you purchased and when it was purchased. The Litigation Class, and the Ainsworth, GP and Tolko Settlement Classes only include purchases of OSB structural panel products, while the Huber Settlement Class includes purchases of all products containing OSB (including, among others, engineered wood products).

As a result, if you purchased OSB structural panel products directly from a Defendant, then you are eligible to participate in the Litigation Class and the Huber, Ainsworth, GP, and Tolko Settlement Classes described in this Notice, provided that your purchase occurred during the time periods specified for each class (and that you have not previously excluded yourself from the class). Please see the Chart below for a description of the time periods covered by each of the classes. If you did not purchase an OSB structural panel product during one of the class periods, but did purchase another product containing OSB from any Defendant during the Huber settlement class period (June 1, 2002 through March 5, 2007), then you are eligible to participate in the Huber Settlement Class.

For purposes of determining whether you are a member of any of the classes, it does not matter from which Defendant you purchased the relevant OSB product, so long as you purchased it during the applicable time period. For example, a purchase of an OSB structural panel product from any one of the Defendants on June 1, 2002 entitles you to participation in the Litigation Class and the Huber, Ainsworth, GP, and Tolko Settlement Classes (provided you have not excluded yourself from those classes).

Class	Date of Purchase	Product Purchased	Settlements You May Be Eligible to Receive Proceeds From
LITIGATION CLASS	June 1, 2002 through February 24, 2006	OSB structural panel products	As a member of the Litigation Class, you may be eligible to receive proceeds from the settlements with Louisiana-Pacific, Weyerhaeuser, Norbord, Potlatch and Grant
HUBER SETTLEMENT CLASS	June 1, 2002 through March 5, 2007	All products containing OSB	As a member of the Huber Settlement Class, you may be eligible to receive proceeds from the Huber Settlement.
AINSWORTH & GP SETTLEMENT CLASSES	June 1, 2002 through December 3, 2007	OSB structural panel products	As a member of the Ainsworth or GP Settlement Classes, you may be eligible to receive proceeds from the Ainsworth or GP settlements.
TOLKO SETTLEMENT CLASS	June 1, 2002 through March 19, 2008	OSB structural panel products	As a member of the Tolko Settlement Class, you may be eligible to receive proceeds from the Tolko Settlement.

5. *How will the funds from the settlements be distributed?*

Settlement funds will be distributed only after the Court grants approval to the nine settlements. As of August 12, 2008, the Court has granted final approval to the Huber, Ainsworth, GP and Tolko Settlements, and five of the settlements are still pending final approval.

The funds from the settlements have been and will continue to be deposited into interest-bearing accounts. According to the proposed Plan of Allocation, members of the Litigation Class will be eligible to receive proceeds from the settlements with Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch and Grant, less any

amounts approved by the Court for payment of attorneys' fees, reimbursement of litigation expenses, and incentive awards to class representatives. Members of the Huber, Ainsworth, GP and Tolko Settlement Classes will be eligible to receive proceeds from the settlements with Huber, Ainsworth, GP and Tolko, respectively, less any amounts approved by the Court for payment of attorneys' fees, reimbursement of litigation expenses, and incentive awards to class representatives.

For each class, the available settlement funds will be distributed on a *pro rata* basis to the members of that class that file a Claim Form ("Claimant"). Within each Class, a Claimant's *pro rata* share of the settlement will be determined by dividing (a) the dollar value of the Claimant's direct purchases of the OSB products included in the Class by (b) the total dollar value of all Claims made by members of that Class.

If you are a member of more than one class, you are eligible to receive settlement proceeds based on your membership in each class. If you are a member of the Litigation Class, you are also a member of the Huber, Ainsworth, GP and Tolko Settlement Classes – and eligible to receive proceeds from those settlements – unless you previously excluded yourself from them.

Once the Court grants final approval to the settlements, the distribution will take place as soon as practicable after review, determination, and audit of the Claim Forms by the Claims Administrator and approval by the Court of the Claims Administrator's recommendations as to the specific amounts to be paid to the Claimants.

6. *Can I be a member of more than one class and receive proceeds from other settlements in this case?*

Yes. Review the Chart at the end of Question 4 above carefully to determine the classes to which you belong. If you are a member of the Litigation Class, then you are also a member of the Huber, Ainsworth, GP and Tolko Settlement Classes, unless you excluded yourself from them.

7. *Can I claim purchases made through a buying group?*

For group buying organizations and their members that purchased OSB structural panel products from any Defendant, you will be considered a direct purchaser if you are either: (1) a member who has a significant ownership interest in or functional control over their organizations; or (2) if no member has such interest or control, the organizations themselves is the class member.

8. *How do I receive proceeds from one or more of the settlements?*

In order to obtain funds from any of the settlements, you need to complete and submit the Claim Form included with the Notice, which is also available on this website by clicking on the link entitled "Download a Claim Form". Even if you belong to more than one class, you need only submit one Claim Form, and the Claims Administrator will determine the classes for which you qualify and the settlements from which you will receive proceeds. The Claim Form must be postmarked or submitted online by December 1, 2008 to be considered for distribution. Even though the filing deadline has passed we still encourage you to file a claim. However, it is up to the Court's discretion to permit payment of late claims.

WARNING: There are companies that may contact Class Members upon learning of a pending class action distribution and offer to help Class Members file claim forms in exchange for a share of the money that the Class Members may ultimately recover. Please be advised that you do not need to use one of these companies. Assistance is available from the Claims Administrator at no cost to you.

THE LAWYERS

9. *Do I have a lawyer in this case and how will they be paid?*

The Court has appointed the following two law firms to lead the representation of each of the five classes in this lawsuit:

(Lead Counsel)
SPECTOR, ROSEMAN KODROFF & WILLIS, P.C.
1818 Market Street
Suite 2500
Philadelphia, PA 19103
(215) 496-0300

(Co-Lead Counsel)
COHEN, MILSTEIN, SELLERS & TOLL, P.L.L.C.
1100 New York Avenue, N.W.
Suite 500, West Tower
Washington, D.C. 20005
(202) 408-4600

(Co-Lead Counsel)
HAUSFELD LLP
1146 19th Street, NW, 5th Floor
Washington, DC 20036
(202) 579 1089

These three firms and the other firms who worked with them to litigate this case are referred to as Class Counsel. You will not be personally charged for the services of Class Counsel in litigating this case. If you want your own lawyer, you may hire one at your own expense. You have the right to enter an appearance in the case through your lawyer if you wish.

To date, Class Counsel have not been paid any attorneys' fees. In compensation for their time and risk in prosecuting the litigation on a wholly contingent fee basis, Class Counsel will petition the Court for an award from the settlement funds of attorneys' fees and for reimbursement of litigation expenses incurred, including costs expended in providing Notice to the Class and in administering the settlement funds. After this motion is filed with the Court, a copy of this motion will be available on this website. Class Counsel will request an award of attorneys' fees that will not exceed one-third (33 and 1/3 percent) of the total amount of the settlements. Class Counsel will also petition the Court to provide incentive awards to class representatives in the amount of \$25,000 each.

Any attorneys' fees and reimbursement of litigation expenses will be awarded only as approved by the Court in amounts determined to be fair and reasonable. If you wish to object to the petition for attorneys' fees and reimbursement of litigation expenses, you may do so, but only in accordance with the procedures set forth below.

OBJECTING TO THE SETTLEMENTS

10. May I object to the proposed settlements with Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch or Grant; the proposed Plan of Allocation; Class Counsel's requests for an award of attorneys' fees and reimbursement of litigation expenses; or Class Counsel's requests for incentive awards for the class representatives?

The Objection deadline has passed. Written objections must have been filed with the court and no later than November 3, 2008. Therefore, you may no longer file an Objection.

THE LITIGATION CLASS

ARE YOU A MEMBER OF THE LITIGATION CLASS?

11. How do I know if I am a member of the Litigation Class?

The Litigation Class includes persons and entities that purchased OSB structural panel products in the United States directly from any of the Defendants during the period from June 1, 2002 through February 24, 2006. The Defendants include Louisiana-Pacific, Weyerhaeuser, GP, Potlatch, Ainsworth, Norbord, Tolko, Grant and Huber. For group buying organizations and their members that purchased OSB structural panel products from any Defendant, you will be considered a direct purchaser if you are either: (1) a member who has

a significant ownership interest in or functional control over their organizations; or (2) if no member has such interest or control, the organizations themselves.

You are not a member of the Litigation Class, even if you meet these requirements, if you are a governmental entity, a court in any of the lawsuits related to this case, a Defendant, or a Defendant's parent, subsidiary, or affiliate.

Notices describing the Litigation Class were mailed to potential Class Members on April 8, 2008, and published in the April 2008 issue of the *LBM Journal*. These notices explained that Class Members could request exclusion from the Litigation Class and gave information on how to do so. The deadline for requesting exclusion from the Litigation Class was May 9, 2008. If you fit the Litigation Class definition and you did not exclude yourself from the Litigation Class before May 9, 2008, then you are a member of the Litigation Class.

12. *What if I still do not know whether I am a member of the Litigation Class?*

If you still do not know whether you are included in the Litigation Class, call 1-800-760-6408, or write to:

OSB Antitrust Litigation
c/o Complete Claim Solutions, LLC
P.O. Box 24753
West Palm Beach, FL 33416

WHAT DO THE PROPOSED SETTLEMENTS MEAN TO THE LITIGATION CLASS

13. *Which settlements are members of the Litigation Class eligible to receive proceeds from?*

Members of the Litigation Class are eligible to receive the combined proceeds from the proposed settlements with Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch and Grant.

14. *What do the proposed settlements with Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch and Grant provide?*

For the benefit of the Litigation Class, Louisiana-Pacific has agreed to pay \$44,500,000, Norbord has agreed to pay \$30,000,000, Weyerhaeuser has agreed to pay \$18,000,000, Potlatch has agreed to pay \$2,700,000 and Grant has agreed to pay \$725,000.

A portion of each settlement amount is subject to reduction in the event that individuals or entities that excluded themselves from the Litigation Class ("opt-out") separately pursue their own claims against Defendants. Specifically, for each opt-out that files a lawsuit against, or settles a claim with Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch or Grant based on the subject matter of this litigation, the settlement amount paid by that Defendant will be reduced by 75% of the opt-out's *pro rata* share of the settlement. An opt-out's *pro rata* share will be calculated based on the percentage of total OSB structural panel purchases made by the opt-out during the Litigation Class period.

As part of the settlement, Norbord, Weyerhaeuser, Potlatch and Grant have also agreed to provide cooperation to the Plaintiffs in the event that Plaintiffs further prosecute claims against any Defendants.

In exchange, Litigation Class members give up all legal rights to sue Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch and Grant for the claims in this case. Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch and Grant will be released from all claims of Litigation Class members for all purchases of OSB products from June 1, 2002 through October 1, 2008. Whether you choose to object, attend the fairness hearing, hire your own counsel or do nothing, Litigation Class members will be bound by the Release and Discharge provisions contained in each of the settlement agreements. These releases include claims based on any products containing OSB, including, but not limited to, structural panel products and engineered wood products, such as webstock, rimboard and I-joists. In addition, in the event that Plaintiffs further pursue litigation against any Defendants, Plaintiffs will subtract from their damage claims an amount equal to Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch and Grant's sales of OSB structural panel products during the Litigation Class period.

15. *Why did the parties agree to the proposed settlements with Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch and Grant?*

Although the Court has not ruled on the merits of Plaintiffs' claims, Plaintiffs have agreed to settle the lawsuit with Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch and Grant. Based on Class Counsel's extensive investigation of the facts and the law relevant to the lawsuit, Plaintiffs and Class Counsel have concluded that the settlements with Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch and Grant are in the best interests of the Litigation Class.

Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch and Grant vigorously deny that they acted unlawfully in any respect and have asserted defenses to all of Plaintiffs' claims. Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch and Grant state that they are entering into the settlements only to avoid the risks, costs and inconveniences of litigation. The proposed settlements do not represent an admission of liability or that the Court has reached a final decision with respect to the merits of the lawsuit.

FAIRNESS HEARING

16. *Fairness Hearing*

The Court will hold a hearing at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, Pennsylvania 19106, on November 24, 2008 at 2:00 p.m., for the purpose of determining whether the proposed settlements with Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch and Grant should be approved as fair, adequate and reasonable. The hearing may be continued without further notice.

You do not have to attend the hearing. Class Counsel will answer any questions Judge Diamond may have. If you send a written objection, you do not have to attend the hearing to discuss it. As long as you mailed your written objection on time, following the instructions in Question 10 above, the Court will consider it. You may also pay your own lawyer to attend.

IF YOU TAKE NO ACTION

17. *What happens if I do nothing at all?*

If you are a member of the Litigation Class and you do nothing, you still remain bound by the terms of the settlements with Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch and Grant, but you will not receive any proceeds from the settlements. In order to obtain a share of the settlement proceeds, you must submit a Claim Form. The Claim Form must be postmarked or submitted online by December 1, 2008 to be considered for distribution.

GETTING MORE INFORMATION

18. *How can I get more information on the proposed settlements with Louisiana-Pacific, Norbord, Weyerhaeuser, Potlatch and Grant?*

You may obtain a copy of any or all of the settlement agreements by writing:

OSB Antitrust Litigation
c/o Complete Claim Solutions, LLC
P.O. Box 24753
West Palm Beach, FL 33416

The settlement agreements are also on file with the Clerk of the Court and located on this website under the tab "Other Settlement Documents".

ARE YOU A MEMBER OF THE HUBER, AINSWORTH, GP AND TOLKO SETTLEMENT CLASSES

19. *How do I know if I am a member of the Huber, Ainsworth, GP or Tolko Settlement Classes?*

If you are a member of the Litigation Class, then you are a member of the Huber, Ainsworth, GP and Tolko Settlement Classes, unless you have excluded yourself from one or more of these settlement classes. If you are not a member of the Litigation Class, but purchased OSB products directly from one of the Defendants on or before March 19, 2008, please review the Chart at the end of Question 4 above to determine whether you belong to any of these settlement classes.

You may only qualify for membership in the Ainsworth, GP or Tolko Settlement Classes if you purchased OSB structural panel products, but you may be eligible for membership in the Huber Settlement Class if you purchased any product containing OSB, including OSB structural panel products or engineered wood products containing OSB.

You are not a member of the Huber, Ainsworth, GP or Tolko Settlement Classes, even if you meet the requirements, if you are a governmental entity, a court in any of the lawsuits related to this case, a Defendant, or a Defendant's parent, subsidiary, or affiliate.

Notices describing the Huber, Ainsworth, GP and Tolko Settlement Classes were previously mailed to potential Class Members and published in the *LBM Journal*. These notices are available on this website or by contacting the Claims Administrator, as described in Question 20 above. These notices explained that Class Members could request exclusion from the Huber, Ainsworth, GP or Tolko Settlement Classes and gave information on how to do so. If you fit the definition of one or more of the Huber, Ainsworth, GP or Tolko Settlement Classes and you did not exclude yourself from the Settlement Class or Classes for which you qualify, then you are a member of that Settlement Class or Classes.

20. *What if I still do not know whether I am a member of the Huber, Ainsworth, GP or Tolko Settlement Classes?*

If you still do not know whether you are included in the Huber, Ainsworth, GP or Tolko Settlement Classes, please call 1-800-760-6408, or write to:

OSB Antitrust Litigation
c/o Complete Claim Solutions, LLC
P.O. Box 24753
West Palm Beach, FL 33416

WHAT THE HUBER, AINSWORTH, GP AND TOLKO SETTLEMENTS MEAN TO YOU

21. *Which settlements are members of the Huber, Ainsworth, GP and Tolko Settlement Classes eligible to receive proceeds from?*

Members of the Huber Settlement Class are eligible to receive proceeds from the Huber Settlement. Members of the Ainsworth Settlement Class are eligible to receive proceeds from the Ainsworth Settlement. Members of the GP Settlement Class are eligible to receive proceeds from the GP Settlement. Members of the Tolko Settlement Class are eligible to receive proceeds from the Tolko Settlement.

22. *What do the settlements with Huber, Ainsworth, GP and Tolko provide?*

Huber agreed to pay \$2,000,000 for the benefit of the Huber Settlement Class. Ainsworth agreed to pay \$8,600,000 for the benefit of the Ainsworth Settlement Class. Tolko agreed to pay \$4,325,000 for the benefit of the Tolko Settlement Class. GP agreed to pay \$9,880,000 for the benefit of the GP Settlement Class.

In previous notices, the GP Settlement Amount was identified as \$9,000,000 due to an error in GP's sales data. As a result of corrections to the sales data, Class Counsel negotiated an increase of \$880,000 to the GP Settlement Amount, and the amended GP Settlement was given final approval by the Court on August 12, 2008.

Previous notices described other terms of the Huber, Ainsworth, GP and Tolko Settlements, and those notices are available on this website under the tab "Notices".

IF YOU TAKE NO ACTION

23. *What happens if I do nothing at all?*

If you are a member of one or more of the Huber, Ainsworth, GP or Tolko Settlement Classes and you do nothing, you still remain bound by the terms of the settlement(s) of which you are a part, but you will not receive any settlement proceeds. In order to obtain a share of the settlement proceeds, you must submit a Claim Form. The Claim Form must be postmarked or submitted online by December 1, 2008 to be considered for distribution.