

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE OSB ANTITRUST LITIGATION

THIS DOCUMENT RELATES TO:
ALL DIRECT PURCHASER ACTIONS

Master File No. 06-CV-00826 (PD)

Honorable Paul S. Diamond

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED
SETTLEMENT OF CLASS ACTION, SETTLEMENT HEARING,
RIGHT TO APPEAR, METHOD OF DISTRIBUTION AND
APPLICATION FOR AWARD OF LITIGATION EXPENSES**

Pursuant to Rules 23 (c)(2) and 23 (e) of the Federal Rules of Civil Procedure and order of the United States District Court, this is to advise you that there is now pending in the United States District Court for the Eastern District of Pennsylvania, a class action for alleged violations of the antitrust laws by numerous manufacturers of oriented strand board.

I. BACKGROUND OF THE LITIGATION

This lawsuit was filed by Sawbell Lumber Co., Columbare, Inc., Norwood Sash & Door Manufacturing Co., Frontier Lumber Co., Inc., West Lumber Co., Grubb Lumber Co., Inc. and New Deal Lumber & Millwork Co., Inc. (collectively, "Plaintiffs" or "Direct Purchaser Plaintiffs") individually and as representatives of a class of all persons who purchased oriented strand board ("OSB") within, to, or from the United States directly from any of the Defendants listed below. The Court has not yet determined whether this case can proceed as a class action for all purposes but has determined that it may proceed as a class action with respect to the settlement agreement with one of the Defendants, J.M. Huber Corporation ("Huber").

The lawsuit asserts that, as a result of the alleged conduct of the Defendants, the prices paid to the Defendant OSB manufacturers for OSB were higher than they otherwise would have been. The lawsuit seeks treble damages, injunctive relief, attorneys' fees and costs from Defendants.

Plaintiffs' Counsel conducted an investigation into, and engaged in extensive discovery with respect to the facts and the law relevant to the lawsuit.

Huber vigorously denies that it has acted unlawfully in any respect. It has asserted affirmative defenses to all of the claims asserted against it and contests the Plaintiffs' claims and states that it is entering into this settlement only to avoid the costs and inconveniences of litigation.

Plaintiffs and their counsel have concluded that a settlement with Huber according to the terms of the Settlement Agreement entered into between Plaintiffs and Huber is in the best interests of the members of the Settlement Class. The lawsuit will continue against the Defendants other than Huber.

For purposes of and in connection with the proposed settlement with Huber, the Court has certified this litigation as a class action on behalf of all persons who purchased OSB products within, to, or from the United States directly from any of the following companies between June 1, 2002 and March 5, 2007: Louisiana-Pacific Corp., Weyerhaeuser Co., Georgia-Pacific Corp., Potlatch Corp., Ainsworth Lumber Co., Norbord Industries, Inc., Tolko Industries, Inc., Grant Forest Products, Inc., J.M. Huber Corp. or Huber Engineered Woods LLC (the "Settlement Class").

II. THE PROPOSED SETTLEMENT

Plaintiffs, on behalf of the Settlement Class defined above, have entered into a proposed Settlement Agreement with Huber (including its subsidiary Huber Engineered Woods LLC) in this lawsuit. The following is a summary of the terms of the Settlement Agreement itself. Complete details regarding the terms of the Settlement can be found in the Settlement Agreement, which has been filed of record with the Clerk of the Court at the address listed in this Notice. A copy of the Settlement Agreement may be obtained from the Class Counsel listed in this Notice. PLEASE DO NOT TELEPHONE THE COURT REGARDING ANY INQUIRIES CONCERNING THE PROPOSED SETTLEMENT. Any questions you have concerning the matters contained in this Notice should be directed to the Claims Administrator at (800) 760-6408.

Under the Settlement Agreement, Huber has agreed to pay \$2.0 million into an account to be administered in accordance with the provisions of the Settlement Agreement. The settlement payments by Huber will be the sole source

of payment for the costs of notice and administration of this Settlement, the payment of attorneys' fees, reimbursement of litigation expenses as approved by the Court, and for satisfaction of the claims of members of the Class against Huber.

No funds will be distributed to Class members at this time. Except as provided elsewhere herein, it is Plaintiffs' Counsel's intention to hold the funds received from Huber in escrow (in an interest-bearing account), until it is determined whether there will be additional settlements with, or judgments against, the remaining Defendants. At a later date, Plaintiffs' Counsel will file with the Court a proposed distribution plan detailing how funds will be distributed among members of the Settlement Class, after payment of any court-ordered attorneys' fees, reimbursement of litigation expenses as approved by the Court, and expenses of providing Notice to the Settlement Class and of administering and distributing the settlement fund (including tax-related expenses).

Plaintiffs' Counsel do not intend to seek attorneys' fees or reimbursement for out-of-pocket expenses at this time. However, Plaintiffs' Counsel intend to petition the court for \$500,000 of the settlement amount for ongoing expenses in connection with the litigation against the remaining Defendants. At a later date, Plaintiffs' Counsel will (1) petition the court for payment of attorneys' fees, which will not exceed one-third of the total amount of all settlements and awards, and (2) will ask to be reimbursed for their out-of-pocket expenses.

The complete terms of the proposed Settlement Agreement are on file and may be examined or copied during regular business hours at the office of the Clerk of the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, Pennsylvania 19106. Copies of the Settlement Agreement are also available from Plaintiffs' Counsel identified in this Notice. The proposed Settlement Agreement does not reflect any admission of liability or wrongdoing by Huber. Huber asserts that it has agreed to the proposed Settlement Agreement solely to avoid the inconvenience, burden, and expense connected with this lawsuit.

III. CONSEQUENCES OF CLASS MEMBERSHIP – OPTION TO REQUEST EXCLUSION FROM THE SETTLEMENT CLASS

If you come within the definition of the Settlement Class, you are a member of that class and have the following options:

1. You May Do Nothing and Remain a Member of the Settlement Class. If you are a member of the Settlement Class and wish to remain a member, you do not have to do anything. If you choose to take no action, your interests as a member of the Class will be represented by the Plaintiffs and their counsel. You will be bound by the terms of the Settlement Agreement and any final judgment that may be entered.

As a member of the Settlement Class, you will not be responsible for attorneys' fees or litigation expenses.

Remaining part of this Settlement Class does not determine one way or the other whether you will remain a member of any class that may ultimately be certified in this case against Defendants other than Huber. If a class is subsequently certified against other defendants, you will have an opportunity to determine whether you will remain in such class, or exclude yourself from such class, at that time.

In addition, if the Court grants final approval of the Settlement, you will be bound by the terms of the Settlement Agreement and by any judgment entered in accordance with that agreement.

2. You May Remain a Member of the Settlement Class and Hire Your Own Attorney to Represent You. If you are a member of the Class and do not wish to be represented by the Plaintiffs and their counsel, you may enter an appearance through your own attorney. To do so, you must file an Entry of Appearance with the Clerk of the Court for the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, Pennsylvania 19106, and send a copy of the Entry of Appearance to Counsel for the Plaintiffs and Huber identified at the end of this Notice. Such Entry of Appearance must be filed with the Court no later than July 16, 2007. You will then continue, as a member of the Class with representation by your own attorney, and you will be responsible for the fees and costs of that attorney.

3. You May Request Exclusion from the Settlement Class. If you elect to exclude yourself from the Settlement Class, you must mail a written request to be excluded from the Class to the Clerk of the Court c/o Claims Administrator at the following address: OSB Antitrust Litigation, c/o Complete Claim Solutions, LLC, P.O. Box 24753, West Palm Beach, FL 33416. The written Request for Exclusion must include your name and address and specifically state that you request exclusion from the Settlement Class. The written Request for Exclusion must be received no later than July 16, 2007. If you elect to be excluded from the Settlement Class and the proposed Settlement Agreement is finally approved, you will not be entitled to share in the proceeds of the Settlement or entitled to the non-monetary relief afforded by the Settlement and will remain free to pursue any legal rights you may have against Huber.

4. You May Object to the Settlement. If you are a member of the Settlement Class and do not elect exclusion from the Class, you may object to the terms of the Settlement Agreement prior to final approval. If you wish to object to the Settlement Agreement, you must mail such written objection, including a statement of the nature and grounds for your objection, to the Clerk of the Court at the following address: 601 Market Street, Philadelphia, Pennsylvania 19106. The written objection must be received and filed with the Court no later than July 16, 2007. Copies of any objections must be

sent to Counsel for the Plaintiffs and Huber identified at the end of this Notice.

IV. CLASS COUNSEL

Plaintiffs' Counsel believe that the proposed settlement is fair, reasonable, and adequate, and have entered into the proposed settlement after weighing the benefits of the settlement against the probabilities of success or failure of the lawsuit against Huber.

If the Court approves the settlement of the case against Huber, the Court will later determine an award of attorneys' fees, which would be paid out of the \$2.0 million Settlement Amount. However, fees and costs are not being sought at this time except as otherwise described in this Notice.

V. EFFECT OF THE SETTLEMENT

The proposed Settlement Agreement is intended to settle and contains a release of all claims against Huber under federal or state law that members of the Settlement Class have asserted or could have asserted in the lawsuit arising out of any act or omission that is the subject matter of the lawsuit. The release will extend to Huber and to any of its past or present officers, directors, agents, employees, parents, affiliates, subsidiaries, or divisions, or any other successors, assigns, or legal representatives. If you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release.

If the Settlement is approved by the Court and the approval becomes final, the settlement will be consummated. If the Settlement is not approved by the Court, or does not become final for some other reason, the litigation may continue against Huber.

The above is only a summary of the basic terms of the proposed settlement. You are referred to the Settlement Agreement, which is on file with the Clerk of the Court, for the precise terms and conditions of the Settlement.

VI. 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 August 14, 2007 at 2:00 p.m., to determine whether the proposed settlement should be approved as fair, adequate and reasonable, and the amount of litigation expenses, if any, that should be awarded to Plaintiffs' Counsel. The hearing may be continued without further notice. It is not necessary for you to appear at the settlement hearing.

VII. NOTICE TO ATTORNEYS OF RECORD

Copies of all documents filed with the Clerk of the Court (other than a written Request for Exclusion from a class, which should be filed with the Claims Administrator) should be sent to each of the following Counsel on behalf of the Class:

Eugene A. Spector
Jeffrey L. Kodroff
Jeffrey J. Corrigan
SPECTOR ROSEMAN & KODROFF, P.C.
1818 Market Street
Suite 2500
Philadelphia, PA 19103

Michael D. Hausfeld
William P. Butterfield
Patrick A. Tillou
COHEN, MILSTEIN, HAUSFELD & TOLL
1100 New York Avenue, N.W.
Suite 500, West Tower
Washington, D.C. 20005

and to the following Counsel on behalf of Huber:

William J. Baer
David S. Eggert
ARNOLD & PORTER
555 Twelfth Street, N.W.
Washington, D.C. 20004

Dated: June 25, 2007

Clerk of Court
United States District Court
for the Eastern District of Pennsylvania