

## **LEGAL NOTICE**

### **If you purchased Oriented Strand Board products on or after June 1, 2002, a class action lawsuit and three class action settlements may affect you.**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

- A class has been certified in a class action lawsuit alleging claims against certain manufacturers of oriented strand board (“OSB”): Louisiana-Pacific Corp., Weyerhaeuser Co., Georgia-Pacific LLC f/k/a Georgia-Pacific Corp. (“Georgia-Pacific” or “GP”), Potlatch Corp., Ainsworth Lumber Co. Ltd. (“Ainsworth”), Norbord Industries, Inc., Tolko Industries, Inc., Grant Forest Products, Inc., Grant Forest Products Sales, Inc., J.M. Huber Corp. or Huber Engineered Woods LLC (“Huber”) (collectively, the “Defendants”). If you purchased OSB panel products directly from the Defendants between June 1, 2002 and December 3, 2007, you may be a member of one or more of the classes below. Please read this Notice in its entirety to see if your purchases qualify you for membership in one or more of the classes.
- This Notice describes a class action lawsuit, pending in the United States District Court for the Eastern District of Pennsylvania, in which the Plaintiffs allege that certain OSB manufacturers conspired in violation of federal antitrust law to restrict the supply of OSB structural panel products and raise prices.
- The lawsuit claims that as a result of the Defendants’ alleged conduct, the prices paid by Class Members to the Defendant OSB manufacturers for OSB panel products were higher than they otherwise would have been. The lawsuit seeks treble damages, injunctive relief, attorneys’ fees and costs from Defendants. The Defendants deny that any of their conduct was unlawful. The Court has not yet heard or resolved the merits of the Plaintiffs’ claims, or determined whether the Plaintiffs’ or the Defendants’ contentions are true. A trial of this case is scheduled to begin on June 3, 2008.
- This Notice applies to persons or entities that purchased oriented strand board (“OSB”) structural panel products in the United States between June 1, 2002 and December 3, 2007 directly from any of the following companies: Louisiana-Pacific Corp., Weyerhaeuser Co., Georgia-Pacific, Potlatch Corp., Ainsworth, Norbord Industries, Inc., Tolko Industries, Inc., Grant Forest Products, Inc., Grant Forest Products Sales, Inc. or Huber (collectively, the “Defendants”). Other requirements apply—see chart on Page 2 to see if this Notice applies to you.
- Three Defendants, Huber, Ainsworth and Georgia-Pacific have agreed to settle the lawsuit. Huber, Ainsworth and Georgia-Pacific deny any wrongdoing in this case.
- The Court previously entered a final order approving the Huber settlement, under which Huber paid \$2,000,000 for the benefit of a class of purchasers of OSB products.
- Ainsworth has agreed to pay \$8,600,000 and Georgia-Pacific has agreed to pay \$9,000,000 for the benefit of slightly different classes (defined below). The Court has scheduled a hearing to determine whether or not it will approve settlements with Ainsworth and Georgia-Pacific.
- The lawsuit continues against the non-settling Defendant OSB manufacturers on behalf of a class, or group of people, that might include you. The continuing lawsuit affects persons and entities in the United States who purchased OSB structural panel products directly from any Defendant from June 1, 2002 through February 24, 2006.

**TO DETERMINE WHETHER YOU ARE AFFECTED BY (1) THE PENDING CLASS ACTION LAWSUIT AND/OR (2) THE SETTLEMENTS, PLEASE SEE THE CHART BELOW.**

Your rights and options – **and the deadlines to exercise them** – are explained in this Notice.

Please contact the Claims Administrator, Complete Claim Solutions, LLC, for court documents about the settlements and the pending lawsuit, frequently asked questions, and more information.

**DO NOT CONTACT THE COURT OR DEFENDANTS  
IF YOU HAVE QUESTIONS REGARDING THIS NOTICE**

**ARE YOU AFFECTED BY THE LAWSUIT AND/OR SETTLEMENTS?**

Use this chart to help you determine which group of people, or “class,” you may be a part of. *You may be in more than one class.* The litigation and settlement classes are nearly identical in that they include individuals and entities in the United States that directly purchased OSB from one or more of the Defendants after June 1, 2002. The primary differences between the classes described below are the dates on which they end. Read all sections of this Notice that apply to you.

	<b>AINSWORTH &amp; GP SETTLEMENT CLASSES:</b>	<b>LITIGATION CLASS:</b>
<b>Date of Purchase:</b>	June 1, 2002 through December 3, 2007	June 1, 2002 through February 24, 2006
<b>Detailed Information on Your Rights:</b>	<b>SEE PARTS 1 AND 2 OF THIS NOTICE</b>	<b>SEE PARTS 1 AND 3 OF THIS NOTICE</b>
<b>Additional Steps You Should Take:</b>	Check this chart to see if you are also a member of the Litigation Class.	As a member of the Litigation Class, you are also a member of the Ainsworth and GP Settlement Classes. Therefore, you should read all parts of this Notice.

## **PART 1: GENERAL INFORMATION THAT APPLIES TO ALL CLASSES**

### **WHAT IS THIS NOTICE ABOUT?**

#### ***1.1 Why has this Notice been issued?***

This Notice explains your legal rights and options regarding the settlements and the pending lawsuit, including:

- a. The proposed partial settlements of this class action lawsuit with Ainsworth and Georgia-Pacific and about all of your options before the Court decides whether to approve these settlements; and
- b. The pending class action lawsuit that continues against the non-settling Defendant OSB manufacturers.

#### ***1.2 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" or "Direct Purchaser Plaintiffs") individually and as representatives of all persons in the United States who 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 seek 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 heard or resolved the merits of the Plaintiffs' claims, or determined whether the Plaintiffs' or the Defendants' contentions are true.

#### ***1.3 Who are the Defendants in this case?***

The Defendants are Louisiana-Pacific Corp., Weyerhaeuser Co., Georgia-Pacific, Potlatch Corp., Ainsworth, Norbord Industries, Inc., Tolko Industries, Inc., Grant Forest Products, Inc., Grant Forest Products Sales, Inc. and Huber.

#### ***1.4 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 the judge overseeing this class action lawsuit.

#### ***1.5 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 class.

The Plaintiffs reached a settlement agreement with Huber in the amount of \$2 million, 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 also reached settlement agreements with Ainsworth and Georgia-Pacific, in the amounts of \$8.6 million and \$9 million, respectively. These settlements were granted preliminary approval by the Court on March 10, 2008. A trial against the non-settling Defendants is currently scheduled to begin on June 3, 2008.

## **PART 2: THE AINSWORTH AND GP SETTLEMENT CLASSES**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENTS:</b>	
Remain a Settlement Class Member by Doing Nothing	You do not need to do anything at this time to remain a member of either the Ainsworth or Georgia-Pacific Settlement Classes. If you choose to remain a member of the Ainsworth Settlement Class, you will be bound by any decision of the Court with respect to the Ainsworth settlement and you will give up any legal rights you ever had, now have, or hereafter may have against Ainsworth regarding the claims in this case. Similarly, if you remain a member of the Georgia-Pacific Settlement Class, you will be bound by any decision of the Court with respect to the Georgia-Pacific settlement and will give up any legal rights you ever had, now have, or hereafter may have against Georgia-Pacific regarding the claims in this case. By remaining in these Settlement Classes, you are eligible to receive a share of the settlement amounts, after payment for attorneys' fees and costs and other expenses.
Object	If you do not exclude yourself, you may write to the Court to object to either, or both, of the settlements. (See Paragraph 2.11 of this Notice for further information about your right to object.)
Exclude Yourself	You have the right to exclude yourself from either one, or both, of the Ainsworth and GP settlements. If you exclude yourself from either settlement, you will not be bound by that settlement and will not be entitled to receive any money from that settlement. (See Paragraph 2.8 of this Notice for further information about your rights to exclude yourself from the settlements.)
Hire Your own Lawyer	You may, but are not required to, hire your own lawyer at your expense to advise you of your rights under the proposed settlements. You have the right to enter an appearance in the lawsuit through your lawyer if you wish.
Go to a Hearing	You may ask to speak in Court about the fairness of the Ainsworth or GP settlements, but only if you first follow certain procedures described below.

### **WHO IS AFFECTED BY THE SETTLEMENTS?**

#### ***2.1 How do I know if I am part of these settlements?***

You may be affected by the settlements with Ainsworth and Georgia-Pacific if you are a person or entity in the United States who directly purchased OSB structural panel products from any of the following companies between June 1, 2002 and December 3, 2007: Louisiana-Pacific Corp., Weyerhaeuser Co., Georgia-Pacific, Potlatch Corp., Ainsworth, Norbord Industries, Inc., Tolko Industries, Inc., Grant Forest Products, Inc., Grant Forest Products Sales, Inc. or Huber. For group buying organizations and their members who purchased OSB structural panel products from any Defendant, you will be considered a direct purchaser if you are either: (1) members who have a significant ownership interest in or functional control over their organizations; or (2) if no member has such interest or control, the organizations themselves.

If you meet these requirements, you are a member of the Settlement Class.

You are not a member of the Ainsworth or Georgia-Pacific Settlement Classes, even if you meet these requirements, if you are a governmental entity, a Defendant, or a Defendant's parent, subsidiary or affiliate.

## **2.2 *Can I be in more than one class?***

Yes, if you qualify as a member of the Ainsworth and Georgia-Pacific Settlement Classes, then you may also qualify as a member of the Litigation Class, depending on the dates that you purchased OSB. Members of the Litigation Class are automatically members of the Ainsworth and Georgia-Pacific Settlement Classes. **Please see chart on Page 2 to determine the class(es) to which you may belong.**

## **2.3 *What if I still do not know whether I am included in the proposed Settlement Classes?***

If you still do not know whether you are included in the Settlement Classes, please visit [www.OSBSettlement.com](http://www.OSBSettlement.com), call toll-free 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

<b>WHAT THE SETTLEMENTS MEAN TO YOU</b>
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## **2.4 *What do the Ainsworth and Georgia-Pacific Settlements provide?***

Ainsworth has agreed to pay \$8.6 million for the benefit of the Ainsworth Settlement Class.

Georgia-Pacific has agreed to pay \$9 million for the benefit of the Georgia-Pacific Settlement Class.

A portion of each settlement amount is subject to reduction in the event that individuals or entities exclude themselves from either the Ainsworth or Georgia-Pacific Settlement Classes ("opt-out") and separately pursue their own claims. Specifically, for each opt-out that files a lawsuit against, or settles a claim with Ainsworth based on the subject matter of this litigation, the Ainsworth settlement amount will be reduced by 75% of that opt-out's pro rata share of the Ainsworth settlement. Similarly, for each opt-out that files a lawsuit against, or settles a claim with Georgia-Pacific based on the subject matter of this litigation, the Georgia-Pacific settlement amount will be reduced by 75% of that opt-out's pro rata share of the Georgia-Pacific settlement. Under the terms of both settlements, an opt-out's pro rata share will be based on the percentage of total OSB structural panel purchases made by the opt-out during the Settlement Class Period.

As part of the settlements, Ainsworth and Georgia-Pacific have agreed to provide cooperation to the Plaintiffs in their ongoing case against the non-settling Defendants.

In exchange, Settlement Class members give up all legal rights to sue Ainsworth and Georgia-Pacific for the claims in this case. Ainsworth and Georgia-Pacific will be released from all claims of Ainsworth and Georgia-Pacific Settlement Class members, respectively, for all purchases of OSB products from June 1, 2002 through April 1, 2008. This release includes 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, the terms of the settlement agreements require that, in pursuing litigation against the non-settling Defendants, Plaintiffs will subtract from their damage claims an amount equal to Ainsworth and Georgia-Pacific's sales of OSB structural panels during the Litigation Class Period.

Except as provided above, Settlement Class members' rights against the non-settling Defendants are not affected.

The Ainsworth and Georgia-Pacific Settlement Agreements also authorize Plaintiffs' Counsel to use, with prior Court approval, money from the settlements to pay for litigation expenses incurred during the lawsuit, such as expert witness fees. Plaintiffs' Counsel presently intend to seek Court approval for disbursements of \$500,000 from each settlement to cover ongoing litigation expenses against the non-settling Defendants.

**2.5 *Will I receive any money from the settlements?***

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

**2.6 *What happens if one or more additional Defendants decide to settle? Will I be a part of those settlements?***

If another Defendant settles the case, you will first receive notice of the settlement, which will describe the settlement's terms and your rights and options. If you are a member of the Ainsworth or Georgia-Pacific Settlement Classes described in this Notice, this does not necessarily mean you will be a member of any future settlement class. Whether you will be able to participate in any future settlements will depend on the specific terms of those settlements, which may be different than the terms of the Ainsworth or Georgia-Pacific settlements.

If you exclude yourself from either of the Ainsworth or GP Settlement Classes (see "Excluding Yourself from the Settlements," below), this does not affect your ability to participate in the Litigation Class and any future settlements with any Defendants other than Ainsworth and Georgia-Pacific. You will still be eligible to participate in the Litigation Class, as described in Part 3 of this Notice; however, as a member of the Litigation Class, you will not be able to recover damages based on sales of OSB by Ainsworth or Georgia-Pacific.

**2.7 *Why did the parties agree to these settlements?***

Although the Court has not ruled on the merits of Plaintiffs' claims, Plaintiffs have agreed separately with Ainsworth and Georgia-Pacific to settle the lawsuit. Plaintiffs' Counsel conducted an extensive investigation of the facts and the law relevant to the lawsuit. Ainsworth and Georgia-Pacific each vigorously denies that it has acted unlawfully in any respect. They have both asserted affirmative defenses to all of the claims and state that they are entering into these settlements only to avoid the costs and inconveniences of litigation.

Plaintiffs and their counsel have concluded that the settlements with Ainsworth and Georgia-Pacific are in the best interests of the Class represented by the Plaintiffs. The 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. The lawsuit will continue against the non-settling Defendants.

## EXCLUDING YOURSELF FROM THE SETTLEMENTS

You have the right to exclude yourself from either one, or both, of the Ainsworth and Georgia-Pacific Settlement Classes. If you do not want to be a member of either of these Settlement Classes, or if you want to be able to start your own suit or be part of a different lawsuit against Ainsworth or Georgia-Pacific involving the same claims in this lawsuit, then you must take steps to remove yourself from the applicable Settlement Class. This is called “excluding yourself” or “opting-out” of the Class.

### ***2.8 How do I exclude myself from the settlements?***

You may exclude yourself from the Ainsworth settlement only, the Georgia-Pacific settlement only, or from both settlements.

To exclude yourself, you must mail a written request to be excluded from the Class to the Clerk of the Court c/o Settlement 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 must include your name and address, and specifically state that you request exclusion from the Ainsworth and/or Georgia-Pacific Settlement Classes. Attached to the written request should be a statement describing any purchases of OSB structural panel products you made from June 1, 2002 through December 3, 2007, including the dates and amounts of such purchases. The written request for exclusion must be received no later than May 9, 2008.

If you elect to be excluded from either Settlement Class and the proposed settlement agreement is finally approved, you will not be entitled to share in the settlement funds or the non-monetary relief afforded by the settlement and will remain free to pursue any legal rights you may have. In addition, if you ask to be excluded, you cannot object to the settlement you are excluded from, nor will you be legally bound by anything that happens in the lawsuit against Ainsworth and/or Georgia-Pacific.

**If you wish to remain in the Settlement Class, you need do nothing at this time.** As a member of the Class, you will not be responsible for attorneys’ fees or litigation expenses.

## THE LAWYERS REPRESENTING THE CLASS

### ***2.9 Do I have a lawyer in this case?***

The Court has appointed the following two law firms to represent the Litigation Class (called “Class Counsel”):

**SPECTOR, ROSEMAN & KODROFF, P.C.** (Lead Counsel)

1818 Market Street

Suite 2500

Philadelphia, PA 19103

(215) 496-0300

**COHEN, MILSTEIN, HAUSFELD & TOLL, P.L.L.C.** (Co-Lead Counsel)

1100 New York Avenue, N.W.

Suite 500, West Tower

Washington, D.C. 20005

(202) 408-4600

You will not be personally charged for the services of these attorneys in litigating this case against the settling or remaining Defendants. 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.

### **2.10 How will the lawyers be paid?**

Attorneys for the Class are undertaking this litigation on a completely contingent fee basis, and are not requesting an award of attorneys' fees at this time. Class Counsel will, at a later time, seek Court approval of an award of reasonable attorneys' fees from the Ainsworth and Georgia-Pacific settlement funds. Class Counsel are requesting an award of \$500,000 each from the Ainsworth and GP settlement funds, to cover the ongoing costs of litigation. The Court can approve or deny such a request.

## **OBJECTING TO THE SETTLEMENTS**

### **2.11 If I do not like either or both of the settlements, how do I tell the Court?**

If you are a member of the Settlement Class and do not want to be excluded from the Settlement Class, you may object to the terms of the settlement agreement prior to final approval. If you wish to object to the settlements, you must mail your 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 May 9, 2008. Copies of any objections must be sent to counsel for the Plaintiffs and Ainsworth and/or GP identified at the end of this Notice.

### **2.12 What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you do not exclude yourself from the Settlement Class to which you are objecting. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you.

## **THE COURT'S FAIRNESS HEARING**

### **2.13 When and where will the Court decide whether to approve the settlements?**

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 May 29, 2008 at 2:00 p.m., to determine whether the proposed settlements should be approved as fair, adequate and reasonable, and the amount of ongoing litigation expenses that should be awarded to Plaintiffs' Counsel. The hearing may be continued without further notice.

### **2.14 Do I have to come to the hearing?**

No. Plaintiffs' Counsel will answer any questions Judge Diamond may have. However, you may come at your own expense. If you send a written objection, you do not have to come to the Court to discuss it. As long as you mailed your written objection on time, following the instructions in Paragraph 2.11 of this Notice, the Court will consider it. You may also pay your own lawyer to attend, if you wish.

### **2.15 May I speak at the hearing?**

You will not be heard unless you have submitted your objection as provided in Paragraph 2.11 of this Notice and have stated in your objection letter that you wish to be heard at the fairness hearing.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

**IF YOU TAKE NO ACTION**

**2.16 What happens if I do nothing at all? What is the Release of Claims?**

If you do nothing, your rights will be affected. You will be bound by the terms of both settlements and you will be agreeing to the Release and Discharge provision contained in Paragraph 40 of the Ainsworth Settlement Agreement and Paragraph 40 of the Georgia-Pacific Settlement Agreement. By agreeing to these provisions, you will be giving up all of your legal rights against Ainsworth and/or GP under federal or state law based on the matters that are the subject of this lawsuit. This release extends to 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. If you remain in either Settlement Class, you will be deemed to have entered into this release and may not seek to institute, maintain, prosecute or continue to maintain or prosecute any suit, action or other proceeding, or collect from or proceed against the Ainsworth and/or GP based on the matters that are the subject of this lawsuit.

**GETTING MORE INFORMATION**

**2.17 How can I get more information on the settlements?**

This Notice is only a summary of the proposed settlements with Ainsworth and Georgia-Pacific. You may obtain copies 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 Ainsworth and Georgia-Pacific Settlement Agreements are also on file with the Clerk of the Court.

**PART 3: THE LITIGATION CLASS**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THE CLASS ACTION LAWSUIT:</b>	
Remain a Class Member by Doing Nothing	You need do nothing at this time to remain a member of the Litigation Class. You will be bound by any decision of the Court in this case and you will give up your rights to sue any of the non-settling Defendant OSB manufacturers about the same legal claims involved in this case. By remaining in the Litigation Class, you make yourself eligible to receive a share of any money that may be recovered by the Litigation Class.
Exclude Yourself	If you exclude yourself from the Litigation Class, you will not be bound by the decisions of the Court and will not be entitled to receive any money that may be recovered for the Litigation Class in the future.
Hire Your own Lawyer	You may, but are not required to, hire your own lawyer at your expense to advise you of your rights in the class action lawsuit. You have the right to enter an appearance in the case through your lawyer if you wish.

## WHO IS AFFECTED BY THE CLASS ACTION LAWSUIT?

### ***3.1 How do I know if I am part of the pending class action lawsuit?***

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 Corp., Weyerhaeuser Co., Georgia-Pacific, Potlatch Corp., Ainsworth, Norbord Industries, Inc., Tolko Industries, Inc., Grant Forest Products, Inc., Grant Forest Products Sales, Inc. and Huber. For group buying organizations and their members who purchased OSB structural panel products from any Defendant, direct purchasers will include: (1) members who have a significant ownership interest in or functional control over their organizations; or (2) if no member has such interest or control, the organizations themselves.

Even if you meet these requirements, you are not a member of the Litigation Class 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.

## EXCLUDING YOURSELF FROM THE CLASS ACTION LAWSUIT

If you do not want to remain a member of the Litigation Class, or if you want to be able to start your own suit or be part of a different lawsuit against the Defendant OSB manufacturers involving the same claims in this lawsuit, then you must take steps to remove yourself from the Litigation Class. This is called "excluding yourself" or "opting-out" of the Class.

### ***3.2 How do I exclude myself from the Litigation Class?***

If you want to exclude yourself from the Litigation Class, you must mail a written request to be excluded from the Litigation Class to the Clerk of the Court c/o Litigation 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 must include your name and address and specifically state that you request exclusion from the Class. The written request must be received no later than May 9, 2008. If you elect to be excluded from the Class, you will not be legally bound by any judgment or decision in this litigation and will remain free to pursue any legal rights you may have against the Defendants. If you are excluded from the Class, you will not receive any money or other benefits which are awarded to the Class if the case is successful, and you will not be allowed to object to any settlement.

**If you wish to remain in the Litigation Class, you need do nothing at this time.**

## THE LAWYERS REPRESENTING THE CLASS

### ***3.3 Do I have a lawyer in this case?***

The Court has appointed the following two law firms to represent the Litigation Class (called "Class Counsel"):

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

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

You will not be personally charged for the services of these attorneys in litigating this case against the settling or remaining Defendants. If you want to be represented by 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.

**3.4 *How will the lawyers be paid?***

Attorneys for the Class are undertaking this litigation on a completely contingent fee basis, and are not requesting an award of attorneys' fees at this time. Class Counsel will, at a later time, seek Court approval of an award of reasonable attorneys' fees to be paid from settlement funds and any damages awarded in this case. At this time, Class Counsel are seeking an award of \$500,000 from each of the Ainsworth and Georgia-Pacific settlement funds to cover ongoing costs of litigation. The Court can approve or deny such a request.

<b>IF YOU TAKE NO ACTION</b>
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**3.5 *What happens if I do nothing at all?***

If you are a member of the Litigation 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 Litigation Class will be represented by the Plaintiffs and their counsel and you will be bound by any decision or judgment entered by the Court. You will not be able to start or continue with a lawsuit against Defendants regarding the claims described herein. If the Litigation Class is successful, you will be entitled to present evidence of your OSB purchases from the Defendants within the Litigation Class Period in order potentially to recover any overcharges you may have paid (net of attorney fees and expenses which may be determined by the Court to be payable from the recovery). As a member of the Litigation Class, you will not be responsible for attorneys' fees or litigation expenses.