

# LEGAL NOTICE

## **If you purchased Oriented Strand Board products between June 1, 2002 and March 19, 2008, a class action settlement may affect you.**

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

- A class action lawsuit pending in the United States District Court for the Eastern District of Pennsylvania alleges that the following manufacturers of oriented strand board (“OSB”) conspired in violation of federal antitrust law to restrict the supply of OSB structural panel products and raise prices: 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. (“Tolko”), Grant Forest Products, Inc., Grant Forest Products Sales, Inc., J.M. Huber Corp. or Huber Engineered Woods LLC (“Huber”) (collectively, the “Defendants”).
- This lawsuit claims that as a result of the Defendants’ alleged conduct, the prices paid by persons and entities that purchased OSB panel products directly from Defendants 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.
- **This Notice concerns a proposed settlement with Defendant Tolko.** Tolko has agreed to pay \$4,325,000 for the benefit of a class of purchasers of OSB structural panels (defined in Section 2.1 below). Tolko denies any wrongdoing in this case and the settlement does not represent an admission of liability or that the Court has reached a final decision with respect to the merits of the lawsuit.
- If you purchased OSB structural panel products directly from any Defendant between June 1, 2002 and March 19, 2008, you may be a member of the Tolko Settlement Class. Other requirements apply—please read this Notice in its entirety to see if your purchases qualify you for membership in the settlement class.
- Tolko is the fourth Defendant that has reached a settlement agreement with Plaintiffs. A settlement with Huber has already received final approval from the Court, and settlements with Georgia-Pacific and Ainsworth have been preliminarily approved by the Court. The details of the Ainsworth and GP settlements are described in a separate Notice which is available at [www.OSBSettlement.com](http://www.OSBSettlement.com) or by contacting the Claims Administrator, as described in Section 2.3 below.
- The lawsuit continues against the non-settling Defendant OSB manufacturers. The lawsuit has been certified as a class action on behalf of all persons and entities that purchased OSB structural panel products in the United States directly from any Defendant from June 1, 2002 through February 24, 2006 (“Litigation Class”). The Court has not yet heard or resolved the merits of the Plaintiffs’ claims, or determined whether the Plaintiffs’ or Defendants’ contentions are true. A trial of this case is scheduled to begin on June 3, 2008.

**TO DETERMINE WHETHER YOU ARE AFFECTED BY THE PROPOSED SETTLEMENT WITH TOLKO, PLEASE READ THE NOTICE IN ITS ENTIRETY.**

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 Tolko settlement and the pending lawsuit, frequently asked questions, and more information.

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

**PART 1: GENERAL INFORMATION**

<b>WHAT IS THIS NOTICE ABOUT?</b>
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***1.1 Why has this Notice been issued?***

This Notice has been issued to notify you that a proposed settlement has been reached with Defendant Tolko and to explain the legal rights and options regarding the settlement.

***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") 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 Defendants' contentions are true.

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

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

***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 Litigation Class.

The 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 Georgia-Pacific, in the amounts of \$8,600,000 and \$9,000,000, respectively. These settlements were granted preliminary approval by the Court on March 10, 2008.

Previous notices addressing the legal rights and options regarding the Litigation Class and the settlements with Huber, Ainsworth and Georgia-Pacific are available at [www.OSBSettlement.com](http://www.OSBSettlement.com) or by contacting the Claims Administrator, as described in Section 2.3 below.

On March 5, 2008, the Plaintiffs reached a settlement agreement with Tolko in the amount of \$4,325,000. This settlement was granted preliminary approval by the Court on April 14, 2008. This Notice explains your legal rights and options regarding the settlement with Tolko.

A trial against the non-settling Defendants is currently scheduled to begin on June 3, 2008.

## **PART 2: THE TOLKO SETTLEMENT CLASS**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT:</b>	
Remain a Settlement Class Member by Doing Nothing	You do not need to do anything at this time to remain a member of the Tolko Settlement Class. If you choose to remain a member of the Tolko Settlement Class, you will be bound by any decision of the Court with respect to the Tolko settlement and you will give up any legal rights you ever had, now have, or hereafter may have against Tolko regarding the claims in this case. By remaining in the Tolko Settlement Class, you are eligible to receive a share of the settlement amount, after payment for attorneys' fees and costs and other expenses.
Object	If you do not exclude yourself from the Tolko Settlement Class, you may write to the Court to object to the settlement. (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 the Tolko settlement. If you exclude yourself from the 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 right to exclude yourself from the settlement.)
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 Tolko settlement. 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 Tolko settlement, but only if you first follow certain procedures described below.

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

#### ***2.1 How do I know if I am part of the Tolko settlement?***

You may be affected by the settlement with Tolko if you are a person or entity in the United States who directly purchased OSB structural panel products from any of the following companies from June 1, 2002 to and including March 19, 2008: Louisiana-Pacific Corp., Weyerhaeuser Co., Georgia-Pacific, Potlatch Corp., Ainsworth, Norbord Industries, Inc., Tolko, 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 Tolko Settlement Class.

You are not a member of the Tolko Settlement Class, 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 Litigation Class (described in a previous notice), then you also automatically qualify as a member of the Tolko Settlement Class. Also, if you qualify as a member of the

Huber, Ainsworth or Georgia-Pacific Settlement Classes, which were described in previous notices, then you automatically qualify as a member of the Tolko Settlement Class.

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

If you still do not know whether you are included in the Tolko Settlement Class, 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 SETTLEMENT MEANS TO YOU</b>
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### **2.4 What does the Tolko settlement provide?**

Tolko has agreed to pay \$4,325,000 for the benefit of the Tolko Settlement Class.

A portion of the settlement amount is subject to reduction in the event that individuals or entities exclude themselves from the Tolko Settlement Class (“opt-out”) and separately pursue their own claims. Specifically, for each opt-out that files a lawsuit against, or settles a claim with Tolko based on the subject matter of this litigation, the Tolko settlement amount will be reduced by 75% of that opt-out’s pro rata share of the Tolko 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 Settlement Class period.

As part of the settlement, Tolko 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 Tolko for the claims in this case. Tolko will be released from all claims of Tolko Settlement Class members for all purchases of OSB products from June 1, 2002 through May 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 Tolko’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 Tolko Settlement Agreement also authorizes Class 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 disbursement of \$500,000 from the settlement to cover ongoing litigation expenses against the non-settling Defendants.

### **2.5 Will I receive any money from the Tolko settlement?**

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 Tolko in escrow (in an interest-bearing account), along with the funds previously received from Huber, Georgia-Pacific and Ainsworth, 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 Tolko Settlement Class 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 Tolko settlement.

If you exclude yourself from the Tolko Settlement Class (see "Excluding Yourself from the Settlement," below), this does not affect your ability to participate in the Litigation Class and any future settlements with any Defendants other than Tolko. You will still be eligible to participate in the Litigation Class; however, as a member of the Litigation Class, you will not be able to recover damages based on sales of OSB by Tolko.

## ***2.7 Why did the parties agree to the Tolko settlement?***

Although the Court has not ruled on the merits of Plaintiffs' claims, Plaintiffs have agreed with Tolko to settle the lawsuit. Plaintiffs' Counsel conducted an extensive investigation of the facts and the law relevant to the lawsuit. Plaintiffs and their counsel have concluded that the settlement with Tolko is in the best interests of the class represented by the Plaintiffs.

Tolko vigorously denies that it has acted unlawfully in any respect and has asserted affirmative defenses to all of Plaintiffs' claims. Tolko states that it is entering into this settlement only to avoid the costs and inconveniences of litigation. The settlement does 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 SETTLEMENT**

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

## ***2.8 How do I exclude myself from the Tolko settlement?***

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 Tolko Settlement Class. Attached to the written request should be a statement describing any purchases of OSB structural panel products you made from June 1, 2002 through March 19, 2008, including the dates and amounts of such purchases. The written request for exclusion must be received no later than May 22, 2008.

If you elect to be excluded from the Tolko 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 Tolko settlement, nor will you be legally bound by anything that happens in the lawsuit against Tolko.

**If you wish to remain in the Tolko 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 Tolko settlement fund. Class Counsel are requesting an award of \$500,000 from the Tolko settlement fund, to cover the ongoing costs of litigation. The Court can approve or deny such a request.

## OBJECTING TO THE SETTLEMENT

### **2.11 If I do not like the Tolko settlement, how do I tell the Court?**

If you are a member of the Tolko 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 settlement, 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 22, 2008. Copies of any objections must be sent to Class Counsel at the addresses indicated in Paragraph 2.9 above and to Counsel for Tolko at:

**MORGAN, LEWIS & BOCKIUS, L.L.P.**

1701 Market Street

Philadelphia, PA 19103.

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

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

## THE COURT'S FAIRNESS HEARING

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

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 settlement with Tolko 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 Tolko 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 the settlement and you will be agreeing to the Release and Discharge provision contained in Paragraph 40 of the Tolko Settlement Agreement. By agreeing to this provision, you will be giving up all of your legal rights against Tolko 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. This release will cover OSB purchases made from June 1, 2002 through May 1, 2008. If you remain in the Tolko 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 Tolko based on the matters that are the subject of this lawsuit.

## GETTING MORE INFORMATION

### ***2.17 How can I get more information on the Tolko settlement?***

This Notice is only a summary of the proposed settlement with Tolko. You may obtain a copy of the settlement agreement by writing:

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

The Tolko Settlement Agreement is also on file with the Clerk of the Court.