

## LEGAL NOTICE

*U.S. District Court for the District of South Carolina, Charleston Division*

If You Own or Owned a Home or Other Building on Which LP or ABTco TrimBoard, ProTrim or ChoiceTrim Is or Was Installed.

Please Read This Legal Notice Carefully, Your Legal Rights May Be Affected.

- There is a proposed settlement of litigation concerning manufactured wood composite trim known as “TrimBoard”, “Pro Trim”, “Choice Trim” and “Trim.” This notice refers to all of these products as TrimBoard. The proposed settlement affects a “class” or group of people that may include you.
- The proposed settlement involves members of the **Class**, which includes: **All persons, firms, corporations and other entities which own homes, apartments, condominiums, buildings and other structures in the Subject Counties of South Carolina on which Defendants’ TrimBoard product is installed and any person who qualifies for Prior Unreimbursed Repairs**, excluding any structure owned by any federal, state or local government, and any structure owned by Defendants or any of their subsidiaries, affiliates or employees. The Class does not include people who asked to be excluded prior to February 11, 2011.
- The **Subject Counties** covered in this proposed settlement include the following counties in South Carolina: Aiken, Lexington, Richland, Kershaw, Chesterfield, Marlboro, Barnwell, Orangeburg, Calhoun, Sumter, Lee, Darlington, Dillon, Marion, Florence, Clarendon, Bamberg, Allendale, Hampton, Jasper, Beaufort, Colleton, Dorchester, Berkeley, Georgetown, Williamsburg, and Horry.
- **The class includes property owners who have replaced their TrimBoard.**
- **If you are a member of the Class, this notice concerns a proposed settlement of claims and affects your rights.**

The legal rights and options of members of the Class are explained below. **You should read this notice carefully and make sure that you understand the rights and options available to you.**

## IF YOU ARE A CLASS MEMBER:

| Your Legal Rights and Options     |  | Due Date          |
|-----------------------------------|--|-------------------|
| Do Nothing                        | If the Court approves the proposed settlement, you will be given the opportunity to fill out a claim form to get a payment from the Claims Program.  |                   |
| Object to the Proposed Settlement | You can write to the Court to explain why you don't like the proposed settlement. For important details on how to object properly, please see paragraph 17.  | February 18, 2011 |
| Go to the Hearing                 | If you file a timely objection to the proposed settlement, you may speak at the Hearing when the Court considers the fairness of the proposed settlement. See paragraphs 18 and 19 of this notice. | March 4, 2011     |

- These rights and options — and the deadline for each — are explained in this notice.
- Although the Court has preliminarily approved the proposed settlement, the Court still has to decide whether to give final approval to the proposed settlement.

## WHAT IS THIS NOTICE ABOUT?

### **1. Why has this notice been issued?**

Before the Court decides whether to give final approval to the proposed settlement, you have a right to know about:

- The proposed settlement of this class action, and
- All of your options.

This notice explains:

- The lawsuit,
- The proposed settlement, and
- Your legal rights.

### **2. What is the lawsuit about?**

This class action lawsuit is brought by Kevin Brunson, Eunice Caro and Clifton Spann (“Plaintiffs”) against Louisiana-Pacific Corporation and ABT Building Products Corporation, a/k/a ABTCo (“Defendants”). Defendants engaged in the business of designing, manufacturing and supplying exterior composite wood trim sold under the names “TrimBoard”, “ProTrim” or “Choice Trim.”

In their Complaint, Plaintiffs allege that the trim product supplied by the Defendants, and installed on buildings in the Subject Counties was and is defective, thus breaching express and implied warranties. Plaintiffs allege that a defect in the trim product causes premature deterioration and other problems, when subjected to normal conditions.

Defendants have denied that TrimBoard is defective and have asserted several affirmative defenses. Defendants further assert that they are addressing homeowner concerns fairly and reasonably in accordance with the warranty for the product. Defendants believe that the TrimBoard product has performed as warranted where installed in accordance with the application instructions and maintained. Defendants deny that they did anything wrong. The Court has not ruled on the merits of the Plaintiffs' claims or on defenses asserted by the Defendants.

The lawsuit was filed in the United States District Court, Charleston County. It is called *Kevin Brunson, Eunice Caro, and Clifton Spann v. Louisiana-Pacific Corporation and ABT Building Products Corporation a/k/a ABTCO*, Case No. 2:07-3186-RMG.

### **3. What is a class action?**

In a class action, one or more person(s), called the “class representative(s),” sue on behalf of a group of people who have similar claims and are known as the class members. A court then resolves the issues for all class members, except for those who have excluded themselves from the class.

## **THE BACKGROUND OF THE LAWSUIT AND PROPOSED SETTLEMENT**

### **4. What has happened in the lawsuit so far?**

Plaintiff Kevin Brunson filed this lawsuit on September 20, 2007 in the United States District Court, District of South Carolina, Charleston Division. Plaintiffs Eunice Caro and Clifton Spann were added as parties by Amended Complaint filed on May 13, 2009. The Court granted Plaintiffs’ Motion for Class Certification by Order filed on February 2, 2010. Thus, if you own or owned a building in one of the Subject Counties clad with this trim product, you are a member of the class involved in this lawsuit. Certification of the class does not mean that the Court has decided that Plaintiffs’ claims are valid. Rather, the ruling means the final outcome of this lawsuit will apply in the same way to every class member who remains in the class.

The District Court approved a Notice Plan to Class Members on November 23, 2010. Notice is being provided by publication in various newspapers, as well as by direct mailings to addresses made available through Defendants’ Warranty Claims files. The opt-out deadline is February 11, 2011. The outcome of this lawsuit will not apply to people who ask to be excluded from the class prior to that date.

## **5. Why is there a Proposed Settlement?**

Both sides have agreed to a settlement to avoid the risks and costs of further litigation. This further litigation would have included more discovery and motions, a class trial, and defending any verdict on appeal, a process which would have taken several years and presented a number of risks. The parties engaged in extensive arms-length settlement negotiations with the assistance of one of the Judges responsible for the case. The proposed settlement obtains for the Class a process for obtaining money to repair or replace damaged TrimBoard without the attendant delays, risks, and expenses of a trial, appeal and efforts to recover on the judgment.

## **6. How do I know if I am a member of the Class?**

You are a Class Member if you own or owned a home or other building in one of the Subject Counties on which TrimBoard is or was installed. The class includes property owners who have replaced their TrimBoard.

Because the Settlement creates a Claims Program that will continue for a defined Claim Period, the settlement class includes any Person who fell within the above definition between September 20, 1997 and the end of the applicable Claim Period.

## **7. How Do I Identify the TrimBoard Product?**

TrimBoard is a composite made of wood fibers and glues combined under heat and pressure. TrimBoard has a paper surface on the front and back. One side is smooth and the other side is embossed with a grain pattern so that it looks like cedar. The TrimBoard may be installed with either the smooth side or the textured side out. If you do not know whether you have TrimBoard on your home, you may want to ask the person who installed your siding or trim or contact Class Counsel.

# **THE PROPOSED SETTLEMENT**

## **8. What does the proposed Settlement provide?**

This notice summarizes the key terms of the proposed settlement. You may obtain a full copy of the Settlement Agreement as explained below. Class Counsel believe that this proposed settlement is fair, adequate, reasonable, and in the best interest of the class. The Court has preliminarily approved the proposed settlement.

Defendants will provide a claims process which will compensate Class Members for damaged TrimBoard that is still on the structure. Additionally, any Class Member who replaced their TrimBoard between December 1, 2001 and December 17, 2010 without knowledge of the Settlement can submit a claim for the costs of replacing Damaged TrimBoard as long as they can show it was damaged when they replaced it. Anyone who owns a home on which TrimBoard was installed after September 20, 1997 will have at least 12 months to submit a claim after the Settlement becomes final. After that 12 months,

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If you have questions about this notice, please visit: [www.lptrimboardsouthcarolina.com](http://www.lptrimboardsouthcarolina.com) or [www.nexsenpruet.com](http://www.nexsenpruet.com) or [www.lucey-law.com](http://www.lucey-law.com), or write to Class Counsel at the address contained in this notice.

however, Class Members can only make a claim within 12 years of the date on which their TrimBoard was installed.

All claims must be submitted to the Claims Adjuster on a Claim Form. When a Claim Form is complete, Defendants will arrange to have the TrimBoard inspected on the home. Defendants will pay for any TrimBoard that meets the definition of Damage in the Settlement at the rate of \$13 per linear foot. If not all of the TrimBoard is paid for after an inspection, Class Members can make up to 4 subsequent claims during the claim period, as long as they wait 12 months between claims.

After the inspection, Defendants will send a Claim Report and check to Class Counsel for any amount due under the Settlement. To compensate them for their work on the case, Class Counsel will take a portion of the repair payment, and they will send a check for the remaining money to the Class Member.

If there is any disagreement about how much a Class Member should be paid under the Settlement, the Court will decide who is right.

### ***9. What Other Things Are Paid For By The Settlement?***

Defendants will pay the cost of notifying the Class Members of the Settlement, and Defendants will pay their cost of running the Claim Program. Plaintiffs have requested that the Court approve a stipend of \$5,000 which will be paid to each of the three named class representatives.

### ***10. Am I giving anything up in the Settlement?***

If the proposed settlement is approved, the Class Members will release all claims against Defendants relating to the TrimBoard, except personal injury claims. That means you will not be able to pursue any lawsuit against Defendants for the repair or replacement of your TrimBoard.

### ***11. What happens if the Court does not approve the proposed Settlement?***

If the proposed Settlement is not approved at the Hearing, then the proposed Settlement will be terminated and you will not be able to make a claim for money under the Settlement. All Class Members and Parties will be restored to the position they were in before the Settlement.

## THE LAWYERS REPRESENTING YOU

### **12. Do I have a lawyer in this case?**

Class Counsel represent the Class in this litigation. Contact information for Class Counsel is provided in Paragraph 17, below.

### **13. How will the lawyers be paid?**

At the hearing described below, Class Counsel will request final authorization from the Court to take an attorneys' fees of not more than 1/3 (one third) of each payment to a Class Member who successfully makes a Claim under the Settlement. Other than this contingent fee payment, Class Members are not personally liable for any fees and costs.

To date, Class Counsel have not received any payment for their services in conducting the litigation on behalf of the class. Nor have Class Counsel been reimbursed for their costs in the litigation. The fee requested by Class Counsel would compensate them for their efforts in achieving settlement and for their risk in undertaking this representation on a contingent-fee basis.

## APPROVING THE PROPOSED SETTLEMENT

### **14. When and where will the Court decide whether to approve the proposed Settlement and attorneys' fees?**

A final approval hearing will be held at 10:00 a.m. on March 4, 2011, before the Honorable Richard M. Gergel, United States District Judge of the U.S. District Court, District of South Carolina, Charleston Division ("the Hearing"). The Hearing will take place in Courtroom III at the Hollings Judicial Law Center, 81 Meeting Street, Charleston, South Carolina 29401.

At that time, the Court will determine (1) whether the proposed settlement is fair, just, reasonable, adequate, and in the best interest of the Class; and (2) whether and in what amount Class Counsel's attorneys' fees should be paid from each amount paid to Class Members under the Claims Program. If you want to appear, you should confirm with the Court the exact time and date of the Hearing. The Court may adjourn or continue the Hearing without further notice to the Class.

## MAKING A CLAIM

### **15. How do I Make a Claim?**

If the proposed settlement is approved, members of the Class will have the opportunity to fill out a claim form to participate in the proposed settlement. Claim forms will be available from the Claims Adjuster, by calling 888-621-5088 or visiting the following website: [lprimboardsouthcarolina.com](http://lprimboardsouthcarolina.com). Defendants are not required to begin processing any Claims until the Settlement becomes final, which will be some time after the Hearing. Only Class

Members may make a claim. Non-Class Members are not permitted to submit or pursue claims on behalf of Class Members.

**16. Can I exclude myself from the proposed Settlement?**

Class Members will be provided with the opportunity to exclude themselves from the class. The time for requesting exclusion expires on February 11, 2011. After that time, Class Members will no longer have a right to exclude themselves from the class and will thereafter be bound by the terms of the proposed settlement if it is approved.

**OBJECTING TO THE PROPOSED SETTLEMENT**

**17. How do I tell the Court if I don't like the proposed Settlement?**

If you are a member of the Class, you can tell the Court you don't like the proposed settlement or some part of it. This is called objecting to the proposed settlement. (For example, you can say you don't think the proposed settlement is fair or adequate, or that you object to the attorneys' fees, or that you object to the stipend paid to the Plaintiffs.) The Court will consider your views, but the Court might approve the proposed settlement anyway.

To object, you or your lawyer must send a letter that includes all of the following:

- The name and title of the lawsuit;
- A statement of each objection you have and a summary of the basis for the objections;
- A description of any law or case supporting the objections;
- A statement of whether or not you or your lawyer will ask to appear at the Hearing to talk about your objections, and, if so, how long you will need to present your objections;
- Copies of any documents you or your lawyer will present at the Hearing.

Your objection letter and other materials must be filed with the Court, in connection with Case No. 2:07-3186-RMG, by **February 18, 2011**. **The Court's mailing address is:**

**United States District Court for the District of South Carolina  
Post Office Box 835  
Charleston, SC 29402**

**You must also mail a copy of your objection to the following addresses:**

**Class Counsel:**

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| <p>NEXSEN PRUET<br/>Paul A. Dominick, Esq.<br/>Post Office Box 486<br/>Charleston, SC 29401</p> | <p>JUSTIN O'TOOLE LUCEY, PA<br/>Justin O. Lucey, Esq.<br/>Post Office Box 806<br/>Mt. Pleasant, SC 29465</p> |
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**Defendants:**

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|--|---|
| <p>BUIST MOORE SMYTHE &amp; McGEE<br/>James E. Weatherholtz, Esq.<br/>Post Office Box 999<br/>Charleston, SC 29402</p> | <p>BINGHAM MCCUTCHEN<br/>Michael I. Begert, Esq.<br/>Three Embarcadero Center<br/>San Francisco, CA 94111</p> |
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Unless otherwise ordered by the Court, any member of the Class who does not make his or her objection or opposition in the manner provided shall be deemed to have waived all such objections.

**18. Do I have to come to the Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you may come, at your own expense. If you send a written objection, you do not have to come to Court to talk about it. As long as you properly and timely submitted your written objection, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**19. May I speak at the Hearing?**

You may attend the Hearing. You may speak at the Hearing, but only if you have previously submitted your comments or objections in writing as provided in paragraph 17. In addition, you must state in your submission that you wish to be heard.

**GETTING MORE INFORMATION**

**20. How do I get more information about the proposed Settlement?**

This notice contains only a summary of the terms of the proposed settlement. You can obtain the full Settlement Agreement at the Web site ([lptrimboardsouthcarolina.com](http://lptrimboardsouthcarolina.com)) or by calling 888-621-5088. For a more detailed statement of the matters involved in this litigation, members of the Class are referred to the pleadings, to the Settlement, and to other papers filed in this action, which may be inspected at the Office of the Clerk of the U.S. District Court for the District of South Carolina, Charleston Division, 81 Meeting Street, Charleston, South Carolina 29401.

**Please do not call or write to the Court or the Clerk of the Court with questions about the proposed settlement as neither can answer any questions or provide legal advice regarding the proposed settlement or your rights there under.**