

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

**NOTICE OF SETTLEMENT**  
**For Current or Former Owners of Property on Which**  
**Louisiana-Pacific Composite Decking and Railings Are or Have Been Installed**

**You Could Get A Payment From A Class Action Settlement.**

*A federal court authorized this notice. It is not from a lawyer. You are not being sued.*

- This Settlement resolves a lawsuit over whether Louisiana-Pacific Corporation (“LP” or “Defendant”) manufactured and put into the stream of commerce defective composite decking and railing materials used on homes, residences, buildings or other structures physically located in the United States prior to the date of this Notice.
- The Settlement will provide Class Members with cash payments or the replacement of Damaged or Deteriorated Decking or Railing, as those terms are defined in the Settlement.
- You must file a claim form and arrange for an inspection of your decking and/or railings to benefit from the Settlement.
- Your legal rights are affected whether you act or not. Please read this Notice carefully. You may appear with counsel at your own expense.

YOUR LEGAL RIGHTS AND CHOICES		DUE DATE
SEND IN A CLAIM FORM	To benefit from this settlement, you must send in a claim form and arrange for an inspection.	You may file a claim any time before your warranty expires
EXCLUDE YOURSELF	You get no benefit. This is the only choice that will allow you to file a lawsuit against LP on your own about the claims discussed in this Notice.	December 31, 2010
OBJECT	You can write to the Court about why you do not like the Settlement.	December 31, 2010
APPEAR AT A HEARING	If you do not exclude yourself, you can ask to speak to the Court about the fairness of the Settlement.	February 4, 2011 9:30 a.m.
DO NOTHING	You get no benefit from the Settlement and you give up your right to sue LP on these claims later.	

- These rights and options—and the deadlines for each—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Settlement benefits will be made after the Court approves the Settlement and after any possible appeals are ruled on.

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# BASIC INFORMATION

## 1. Why did I get this Notice package?

In October 2010, a class action settlement was reached between certain composite decking and railing users and LP. This proposed class action Settlement covers the entire United States.

The Court directed that this Notice be made available to you because you have a right to know about this proposed Settlement because it affects people who own LP composite decking and railing materials. You have legal rights and choices to make before the Court decides whether to approve the Settlement.

This Notice package explains:

- What the lawsuit is about
- What your legal rights are
- What the Settlement involves
- What the Settlement benefits are
- Who is eligible to benefit from the Settlement
- How to apply for the Settlement benefits

## 2. What is this lawsuit about?

Plaintiff alleges that Defendant manufactured defective composite decking and railing materials under the brand names ABTCO, LP, Veranda, and WeatherBest. The composite decking and railing materials were used on homes, residences, buildings or other structures physically located in the United States. Plaintiff claims that the decking products are subject to premature failure and otherwise does not perform in accordance with the reasonable expectations of users. Defendant denies all claims of wrongdoing made by Plaintiff.

The Court in charge of the lawsuit is the United States District Court for the Northern District of California. The name of the lawsuit is *Carol Postier et al. v. Louisiana-Pacific Corp.* The person who sued is called a Plaintiff, and the company she sued is called the Defendant.

## 3. Why is this a Class Action?

In a class action lawsuit, one or more people called “Representative Plaintiff(s)” sue on behalf of other people who have similar claims. All these people together are a “Class” or “Class Members.” The Court decides all the issues in the lawsuit for all Class Members, except for those who opt out of the Class. The judge hearing this class action lawsuit is the United States Magistrate Judge Joseph C. Spero.

## 4. Why is there a Settlement?

The Court has not decided in favor of the Class or LP. Rather, both sides agreed to this Settlement to avoid the cost and risk of a trial.

# WHO IS IN THE SETTLEMENT

## 5. How do I know if I'm part of the Settlement?

To see if you can benefit from this Settlement, you first have to know if you are a Class Member.

*The Court has said you are a Class Member if you own or owned LP Decking or Railing Materials sold under the brand names ABTCO, LP, Veranda, and WeatherBest.*

If you own property on which LP composite decking and railing materials were or is installed, please contact the Claims Office.

## 6. Are there exceptions to being included in the Settlement?

You are not a Class Member if:

- You exclude yourself from this Settlement
- You were represented by counsel in a legal proceeding against LP that resulted in a judgment, release, settlement or dismissal.

## 7. How do I know if I have LP composite decking and railing materials?

LP composite decking and railing materials were commonly installed in homes, residences, buildings or other structures physically located in the United States. To determine if you have the correct decking:

- 1) See if the decking/railing materials are stamped or tagged with the names: ABTCO, LP, Veranda, and WeatherBest.
- 2) Check your purchase or repair documents. You may have receipts, warranties, bills of sales, or brochures from when you purchased or repaired your composite decking and railing materials. These documents may say which LP composite decking and railing materials were installed on your property. The contractor or company that installed or repaired your composite decking and railing materials may also know whether LP composite decking and railing materials were installed.
- 3) Go to the website, [www.LPdeckingclass.com](http://www.LPdeckingclass.com). The Settlement website includes further information and pictures of composite decking and railing materials to help you identify them.

# THE SETTLEMENT BENEFITS

## 8. What does the Settlement provide?

This is a claims made settlement, which means that all Claims must be submitted to the Claims Office by the Class Member(s) who own(s) the Decking and/or Railing at the time of the Claim to arrange for an inspection. You can get a copy of the Settlement Agreement by visiting [www.LPdeckingclass.com](http://www.LPdeckingclass.com), or by calling toll-free, 1-888-325-1184.

Claims are categorized as either I) Decking/Railing Deterioration, II) Decking Damage, or III) Railing Damage. Each category of claim is described below:

- I. Decking/Railing Deterioration. Where the inspection identifies any Deterioration, as defined in the Settlement, on any decking or handrails installed prior to the Notice Date, LP will replace the entire deck and/or handrails.
- II. Decking Damage. Where the inspection identifies no Deterioration, but identifies Damage, as defined in the Settlement, on some or all of the Decking, LP will offer the following to the Claimant:
  - Option 1: Cash Payment. For all Claimants with Decking Damage, LP will offer Claimants \$3.78 per linear foot for any Decking manifesting any Damage, less a reasonable use deduction of ten percent for each year since the Installation Date (linear feet of Damage minus 10% per year).
  - Option 2: Joint Decking Replacement Offer. As an alternative to the Settlement Payment Amount, LP has sole and complete discretion to offer the following as an additional option: LP will contribute a percentage of the total cost for replacing the Decking System with a decking system of Comparable Cost. LP's contribution toward the total cost will be the percentage of Decking with Damage plus 25 percent of the total. Refer to the definition of Joint Decking Replacement Offer in the Settlement for additional information.
- III. Railing Damage. LP will offer relief under the Settlement for Damage to Railing installed prior to the Notice Date as follows. Where the Final Inspection Report identifies no Deterioration of Railing, but identifies Damage on some or all of the Railing, LP will offer the following to the Claimant:

Option 1: Cash Payment. For all Claimants, LP will offer Claimants the current retail material cost of each individual Railing component manifesting any Damage. In addition, LP will offer Claimants a non-redundant labor payment of \$1.78 for each \$2.00 of material cost paid for Railing Damage under the preceding paragraphs (an 89 percent adjustment).

  - Option 2: Joint Railing Replacement Offer. As an alternative to the Settlement Payment Amount, LP has sole and complete discretion to offer the following as an additional option: LP will contribute a percentage of the total cost for replacing the Railing System using railing materials of Comparable Cost. LP's contribution towards the total cost will be the cost of replacing the Railing with Damage divided by the total cost of replacing the Railing System plus 25 percent of the total. Refer to the Joint Railing Replacement Offer for additional information.

Where LP is making a Total Handrail Board Replacement Offer, and there is also Damage to other Railing components, the total cost of replacing the Handrail Boards will be included in the cost of replacing the Railing components with Damage for purposes of calculating this offer.

Please review either the Settlement Agreement or the Plan of Distribution for more details, and to determine what benefits of the Settlement are applicable to you.

#### **9. What Happens if the Settlement is not Approved by the Court?**

If the Settlement is not approved at the Fairness Hearing, then the Settlement will terminate and all Class members and Parties will be restored to the position they were in before the Settlement Agreement was signed.

## **HOW TO BENEFIT FROM THE SETTLEMENT— SUBMITTING A CLAIM FORM**

#### **10. How can I benefit from the Settlement?**

To qualify for a monetary payment or decking/railing replacement, you must send in a completed Claim Form to arrange for an inspection. A Claim Form is included in this Notice package. You can also get a Claim Form by:

- Calling this toll-free number: 1-888-325-1184
- Visiting the website, [www.LPdeckingclass.com](http://www.LPdeckingclass.com), or
- Writing the LP Decking & Railing Claims Office

The Claim Period for all Class Members will commence on the Settlement Date and end at the expiration of the Warranty Period applicable to the Class Member's Deck. For example, if you purchased LP WeatherBest decking (with a 10 year warranty) in June 2005, your applicable Claim Period would expire in June 2015. All applicable decking/railing are subject to a 10 year warranty, with the exception of the Veranda brand decking/railing, which carries a 15 year warranty. You must include any documentation the Claim Form asks for along with the completed Claim Form.

**Remember, if you do not send a Claim Form, you cannot benefit from the Settlement.**

#### **11. When will I get my Settlement benefit?**

On February, 4, 2011, at 9:30 a.m., the Court will hold a hearing to decide whether to approve the Settlement. If the Court approves the Settlement, Class Members may begin submitting Claim Forms to arrange for a deck/railing inspection. Please note that there is often delay after a Settlement like this is approved. For example, there may be appeals, and settlement awards cannot be made until appeals are finished. Because of this, there could be a delay before the first claims are reviewed and paid.

#### **12. Am I giving anything up for my Settlement benefit?**

As a Class Member, all decisions made by the Court in this lawsuit or about the Settlement will apply to you. If the Court approves the Settlement, you will have released LP from any further claims against it

about the issues in this lawsuit, and you cannot ever sue LP again about these issues. This is true even if you do not send in a Claim, provided you have not opted out of the Settlement.

## YOUR RIGHTS – GETTING OUT OF THE SETTLEMENT

### 13. What if I do not want to be part of the Settlement or the Class?

You do not have to take part in the Settlement or be a Member of the Class. This is called “excluding” yourself or “opting out.” If you opt-out, you cannot get a payment and you cannot object to the Settlement. Any Court orders will not apply to you. By opting-out, you also keep any right to file or maintain your own lawsuit you may have.

### 14. How do I exclude myself from (i.e., “opt-out” of) the Settlement?

A Class Member may opt-out of the Class by December 31, 2010. To exercise the opt-out right set forth in this paragraph, the Class Member must complete, sign, and return a request for exclusion. The request must be signed by the Class Member and must state the address of the property(ies) on which Decking or Railing has been installed and the number of units covered by the opt-out. Such request must be postmarked on or before the end of the Opt-Out Period and sent to the notice administrator (who shall provide one copy of the opt-out notice to Class Counsel and one copy to LP).

The notice administrator’s address is:

Rosenthal & Company LLC  
75 Rowland Way, Suite 250  
Novato, CA 94945

Any Class Member who elects to opt out of the Class pursuant to this paragraph shall not be entitled to relief under or be affected by the Settlement

If you do not follow these instructions properly, you will lose your right to opt-out. PLEASE NOTE: ONLY CLASS MEMBERS CAN FILE A REQUEST FOR EXCLUSION, BY DEFINITION CLASS MEMBERS ARE ONLY THOSE INDIVIDUALS WHO OWN OR HAVE OWNED PROPERTY WITH LP COMPOSITE DECKING OR RAILING PRODUCTS INSTALLED.

### 15. If I opt-out, can I get benefits from the Settlement or object to it?

No. If you opt-out, you cannot get any benefits from the Settlement and you cannot tell the Court you do not like the Settlement (which is called “objecting”). If you opt-out, you are no longer part of the Class or the Settlement. But you can file a lawsuit against LP on your own about the claims in this case.

## YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

### 16. How do I object to the Settlement?

If you are a Class Member and do not exclude yourself or “opt-out”, you can tell the Court you do not like the Settlement or some part of it. This is called objecting to the Settlement. For example, you can say you do not think the Settlement is fair or adequate, or that you object to the amount of the attorneys’ fees. The Court will always consider your views but may approve the Settlement anyway.



To exercise this objection right, the Class Member must provide written notice of the objection via first class mail to the Court, Class Counsel, and LP's counsel. The objection must bear the signature of the Settlement Class Member, the Class Member's current address and telephone number, state the address of the property(ies) that contain LP decking, and state the exact nature of the objection and whether or not the Class Member intends to appear at the Fairness Hearing. If the Class Member is represented by counsel, the notice of objection shall also be signed by the attorney who represents the Class Member. Such notices must be postmarked or personally delivered on such schedule as the Court may direct. In seeking preliminary approval of this Settlement, the Parties will request that the deadline for submission of any notice of objection shall be sent on a date no less than 45 days before the Fairness Hearing. Objections that do not contain the information requested above shall not be valid. Objections that do not comply with the deadlines set by the Court in the Preliminary Approval Order shall not be valid. Additionally, objections sent by any Class Member to incorrect locations shall not be valid.

If your property is in the United States, your objection letter must be mailed and postmarked by December 31, 2010 to all three of these places:

William M. Audet  
Joshua C. Ezrin  
Audet and Partners, LLP  
221 Main Street, Suite 1460  
San Francisco, CA 94105

LP Decking & Railing Claims Office  
805 SW Broadway Suite 900  
Portland, OR 97205-3303

United States District Court  
Northern District of California  
Courtroom A, 15th Floor  
450 Golden Gate Ave.  
San Francisco, CA 94102

**17. What's the difference between objecting and excluding myself?**

Objecting is the way to tell the Court what you do not like about the Settlement. You can object only if you stay in the Class and the Settlement.

Excluding yourself or "opting out" is the way to tell the Court you do not want to be a part of the Class and the Settlement, and that you want to keep the right to file your own lawsuit. If you opt out, you cannot object because the Settlement does not affect you anymore.

## YOUR RIGHTS – APPEARING IN THE LAWSUIT

**18. Can I submit comments or appear or speak in this lawsuit and Settlement?**

Yes. As long as you do not opt out, you have the right to appear and speak for yourself in this lawsuit and Settlement. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you (or your lawyer) wants to appear in the lawsuit in the United States, you must give the Court a paper called a "Notice of Appearance". The Notice of Appearance should say you want to appear in *Postier v. Louisiana-Pacific Corporation*, Case no. C 09-3290 JCS. If you want to appear in the lawsuit and speak at the Fairness Hearing, your Notice of Appearance must also say that you (or your lawyer) intend to speak at the Fairness Hearing.

The Notice of Appearance must be filed with the Court. The address of the Court for filing a Notice of Appearance is: Clerk of the Court, United States District Court for the Northern District of California, Courtroom A, 15th Floor, 450 Golden Gate Ave., San Francisco, CA 94102. You should also give a copy of the Notice of Appearance to the lead lawyers for the Class: Audet & Partners, LLP, 221 Main Street, Suite 1460, San Francisco, CA 94105.

Reminder: If you are going to ask to speak at the Fairness Hearing about any objections you have to the settlement, your Notice of Appearance and your written objection must be mailed and postmarked before December 31, 2010

## IF YOU DO NOTHING

### 19. What happens if I do nothing at all?

If you do nothing, you will not benefit from the Settlement. You must complete and send a Claim Form and arrange for an inspection to obtain a monetary award or a deck/railing replacement.

If you are a Class Member and do nothing, you will also be part of the Class and all of the Court's orders will apply to you. You will not be able to start a lawsuit or be part of any other lawsuit against LP about the claims in this lawsuit, ever again.

## THE LAWYERS REPRESENTING YOU

### 20. Do I have a lawyer in this lawsuit?

The Court has designated the following lawyers to represent you and all Class Members. Together, these lawyers are called Class Counsel. You will not be charged for these lawyers. The name and address of Class Counsel are as follows:

William M. Audet  
Joshua C. Ezrin  
Audet and Partners, LLP  
221 Main Street, Suite 1460  
San Francisco, CA 94105

### 21. How will the lawyers be paid?

At the Fairness Hearing, Class Counsel will ask the Court to approve their request for reimbursement of their out of pocket expenses and an award of attorneys' fees. LP has agreed to pay Class Counsel \$400,000 in fees and expenses, in addition to five payments of \$50,000 each on the first through the fifth anniversaries of settlement approval, and five payments of \$25,000 on the sixth through the tenth anniversaries of

settlement approval. The amount of expenses and fees awarded to Class Counsel will not decrease or in any manner limit the amount of money Class Members will receive under the settlement.

## THE COURT'S FAIRNESS HEARINGS

### **22. When and where will the Court decide whether to approve the Settlement?**

The District Court will hold a Fairness Hearing at 9:30 a.m. on February 4, 2011. At this hearing, the Court will consider whether the Settlement is fair and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement.

The Hearing will be held at: United States District Court for the Northern District of California, Courtroom A, 15th Floor, 450 Golden Gate Ave., San Francisco, CA 94102.

### **23. Do I have to come to the Hearings?**

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

### **24. May I speak at the Hearings?**

You can ask the Court to allow you to speak at either Fairness Hearing or both of them. To do so, you must send the Court a Notice of Appearance that includes a statement that you want to appear and speak at the Fairness Hearing. This Notice explains how to submit a Notice of Appearance.

## GETTING MORE INFORMATION

### **25. Are more details available?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement from the Claims Office by calling toll-free 1-888-325-1184, or writing to: LP Decking & Railing Claims Office, 805 SW Broadway, Suite 900, Portland, OR 97205-3303.

You can also look at and copy the legal documents filed in this lawsuit at any time during regular office hours at the Office of the Clerk of the Court, United States District Court for the Northern District of California, Courtroom A, 15th Floor, 450 Golden Gate Ave., San Francisco, CA 94102.

If you have any questions about this Notice or the Settlement, you can visit the website at [www.LPdeckingclass.com](http://www.LPdeckingclass.com), or write the LP Decking & Railing Claims Office at: 805 SW Broadway, Suite 900, Portland, OR 97205-3303.