### **CLAIM FORM**

### The LP Decking & Railing Claims Program

# Fill Out This Form If You Are Making a Claim for LP Decking and/or Railing products manufactured by LP (Louisiana-Pacific Corporation).

The LP Decking & Railing Claims Program only applies to Decking and Railing products manufactured by LP and sold under the brand names of LP, WeatherBest, ABTCo and Veranda manufactured at either the Meridian, Idaho or Selma, Alabama plants on or before October 29, 2007.

Under the Class Action Settlement approved by the Court, eligible claimants must complete and file this claim form to be eligible for compensation under the LP Decking & Railing Claims Program. You cannot be compensated unless you file a claim form. <u>The LP Decking and/or Railing must be available for inspection by the court-approved Independent Inspector.</u> <u>LP Decking and/or Railing that has been removed, replaced or is otherwise unavailable for inspection cannot be compensated for.</u>

If you have LP Decking and/or Railing products manufactured by LP that are uninstalled and have never been installed please complete the attached Uninstalled LP Decking and/or Railing Product Claim Form. If you only have Uninstalled LP Decking and/or Railing this is the only form you need to complete.

Please type or print your responses in ink and initial each page at the bottom, where indicated. We may ask for additional information if we need it to process your claim.

All claims filed will be processed on the basis of the information and documents required on this form. Once the claim form is properly completed, an on-site inspection of the LP Decking and/or Railing will take place. The average claims processing time from start to finish is 2 to 4 months.

Please review the contents of this claim form packet, which should include all of the following: (1) the claim form with instructions; (2) a Long Form Notice, and (3) a pre-addressed mailing envelope. Please refer to the Long Form Notice for further details.

Mail the completed claim form in the pre-addressed envelope. This packet should include: (1) the <u>signed</u> original claim form, (2) <u>all</u> required documentation, (3) proof of LP Decking and/or Railing, and (4) Proof of Damage (see instructions, paragraph F). Mail it to:

### LP Decking & Railing Claims Office P.O. Box 1189 Alpharetta, GA 30009-9998

If you have questions, please call 1-888-325-1184, or visit the website at www.lpdeckingclass.com

<b>CLAIM FOR LP DECKING AND/OR RAILING</b>
Instructions Are Attached To This Claim Form

A.	Claimant's Name, Mailing Address, Zip Code and Phon Include ALL Claimant(s)/Co-owner(s) (See Paragraph A o	
	<b>Check the appropriate boxes:</b> I am the curre Individual hor	nt owner of the home. neowner(s) I am not the current owner of the home Company ownership
Nan	me of Property Owner OR Company Representative: First, M	iddle Initial, Last
Nam	me of Co-Owner(s):	
	Applicable)     First, Middle Initial, Last	
Proj	operty Address:	Mailing Address (If Different):
Stre	eet Address	Street Address
City	y, State, Zip	City, State, Zip
Tele	ephone: ()	( ) Evening
	Daytime	Evening
	Mobile (if applicable)	
Mai	il Preference: I/We prefer to receive mail: 🗖 Electronic	ally <b>At the mailing address listed above</b>
Prin	mary e-mail address	
B.	<b>Questions About Your Deck:</b> Check the box that applies (See Paragraph B of the Instructions)	
Тур	be of Decking and/or Railing: $\Box$ WeatherBest $\Box$ Veranda	ABTCo LP
Nun	mber of Decks: Nu	mber of Railing Systems:
C.		cincluded the attachment(s) described in Paragraph C of the ctions.
D.	Proof of LP Decking and/or Railing: (See Paragraph D of the Instructions)I have	e included the attachment(s) described in Paragraph D of the Instructions
E.		lecking and/or railing installation: / Month Year included the attachment(s) described in Paragraph E of the Instructions.
Has	s any of the LP Decking or Railing been removed or renla	ced? 🗖 No 📮 Don't Know 📮 Yes - If Yes, please explain,
inclu	luding estimated linear feet of decking and/or railing replaced	l:
	e Decking and/or Railing must be available for inspection by been removed, replaced or is otherwise unavailable for inspe	the court-approved Independent Inspector. Decking and/or Railing that ection cannot be compensated.)
F.	Proof of Damage:I have i(See Paragraph F of the Instructions)	ncluded the attachment(s) described in Paragraph F of the Instructions.
	Describe the damage on your deck:	you check this box, please indicate location of broken board, and if it
	has been repaired: My decking is currently experiencing severe deterioral	-
		im to LP for Decking and/or Railing and follow Paragraph G of the
Clai	im#: Date: A	mount of Payment:

Claimant(s) Initials \_\_\_\_\_/ \_\_\_\_\_ R 08/15/2022

### CLAIM FOR LP DECKING AND/OR RAILING Instructions Are Attached To This Claim Form

H. Other Payments or Compensation: (See Paragraph H of the Instructions)		
Payment Received:	Source of Payment Received:	Date:
I. Tax Information: (See Paragraph I of	f the Instructions)	
Are you the FORMER owner of the property Ves No	y for which you have filed a claim? If you are	the CURRENT property owner, mark "No".
Have you previously deducted on your feder Yes No	ral income tax return(s) the original cost of ins	stalling the LP Product?
Have you previously deducted on your fede Ves No	eral income tax return(s) the repair costs ass	ociated with the damaged LP Product?
	questions, please provide either the Social S he spaces below. This information will rema	in confidential.
Social Security Number	OR Taxpayer Identificat	tion Number
-		
Social Security Number	OROR Taxpayer Identificat	tion Number
J. Directions to Property:		
Would you like to be present for the inspect	ion?  Yes (If you wish to be present, the No – If No, please answer the follo	inspector will call you to arrange a time.)

Are there any obstacles (i.e. a locked gate or animal), which would prevent the inspector from freely inspecting all of the decks/railing on your property? If yes, please explain.

### ALL CLAIMANTS MUST SIGN THE FOLLOWING OATH AND CERTIFICATION

I/We certify under penalty or perjury that to the best of my knowledge, information and belief, the information on this claim for LP Decking and/or Railing (and additional sheets) is true and correct and that no claim has been previously made with respect to this LP Decking and/or Railing, except as noted. I agree to replace any Decking and/or Railing paid for as a result of this claim, or if I do not replace the LP Decking and/or Railing, I agree to disclose to anyone that I sell the property to about the existence of the Settlement Agreement and the amount of any payment I receive relating to this claim.

The Undersigned also agree(s) to cooperate with LP and the Claims Office in the review of this claim, including an inspection of the Property.

Signature of Property Owner	
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Date Signature of Property Co-Owner

Date

Print Name

Print Name

### **CLAIM FOR LP DECKING AND/OR RAILING** Instructions Are Attached To This Claim Form

### Uninstalled Decking and/or Railing Product Claim Form

	ete this fo	rm it you have LP Decking	and/or Railing products that are uninstalled and have never been
<u>installed.</u>		Proof of Property Ownersh Instructions.	ip: I have included the attachment(s) described in Paragraph C of the
_			have included the attachments described in Paragraph K of the
Name of Property Owne	r: First.	Middle Initial, Last	
	1 1150,	Mildie Initial, East	
Name of Co-Owner(s):_ (If Applicable)	First,	Middle Initial, Last	
Physical Address:			Mailing Address (If Different):
Street Address			Street Address
City, State, Zip			City, State, Zip
Telephone: (	)		( )
Evening	or Home		Work
( Mobile (i	) f applicabl	e)	Email (if applicable)
Type of LP Decking and	l/or Railing	g: 🗆 WeatherBest 🗆 Vera	anda 🗆 ABTCo 🗖 LP
Uninstalled Products: (Please check all that ap	ply)	□ Deck Boards □ 2x4 I	Railing/Stair Tread 🗆 2x2 Balusters 🗖 Post Sleeves 🗖 Post Caps
Date Product Purchased	:		Purchased From:
Are you the original pur	chaser of tl	ne product?: Yes	No
Detailed directions to th	e Property	from nearest Interstate (Inclu-	de road names, landmarks, North, South, Left, Right, etc.):
Would you like to be pro	esent for th	e inspection?	
<b>Yes</b> (If you wish to	be present,	the inspector will call you to	arrange a time.)
□ No – If No, please a product freely (i.e. dogs			any obstacles that would prevent an Inspector from inspecting the
Yes <u>No</u> If '	Yes", desc	ribe obstacle(s):	
LP will arrange for pick	up and rem	oval of any uninstalled decki	ng and/or railing products.
LP Decking and/or Rail	ing Produc	t Claim Form (and any addit	knowledge, information, and belief, the information on this Uninstalled ional sheets) is true and correct and that I/we own legal and beneficial iously made with respect to this product, except as explained herein.
Signature of Property O	wner	Date	Signature of Property Co-Owner (If Applicable) Date
Print Name			Print Name

### INSTRUCTIONS TO COMPLETE A CLAIM FOR LP DECKING AND/OR RAILING

#### ATTACHMENT CHECKLIST :

Proof of Property Ownership

Proof of LP Decking and/or Railing

Documentation showing when the original LP Decking and/or Railing was installed

Proof of Damage (in the form of photos or a sketch/description showing the location and nature of damage).

A. Name of Property Owner(s)/Claimant(s): Include all co-owners/claimants for the home (first name, middle initial, last name). If there are more than two co-owners/claimants, please provide the name, phone number and address for additional co-owners/claimants on a separate sheet of paper. The claim form MUST be completed and signed by each and every owner. If the claim is being filed by a Company, the claim form MUST be completed and signed by the legal business representative.

#### B. Questions About Your Deck:

- Provide information as to the type of decking products and number of decks and/or railing systems with LP Decking and/or Railing.
- C. Proof of Property Ownership: <u>You must provide one of the following documents: (1) a copy of the</u> <u>Property/Warranty Deed, (2) a current copy of a property tax bill, OR (3) a current mortgage</u> <u>statement showing you as the Property Owner and the street address of the Property.</u>
  - If you represent a Homeowners Association, you will need to supply a copy of the Association By-Laws that identifies the current Association Officers and explains the ownership of the decking and/or railing. (i.e., Is the decking and/or railing part of the common areas or owned by the individual unit owners.)
  - If you represent a Commercial Development, you will need to supply a copy of the Articles of Incorporation **OR** a copy of your Annual Corporate filing which identifies the current officers.
- **D.** Proof of LP Decking and/or Railing: To begin processing your claim, the Claims Office must receive evidence that the decking and/or railing product(s) for which you are making a claim are manufactured by LP, and not a product made by any other company. Therefore, you must submit <u>one or more</u> of the following:
  - 1. <u>Receipts and/or Invoices</u> Copies of invoices or receipts indicating that LP decking product is installed on the property. The invoice or receipts must have the specific property address.
  - Product Tag Clear copy or photograph of the product tag attached to the factory end of a full length deck board;
  - <u>Date Code Photograph</u> A photograph of the code that is stamped on either of the finished ends of all LP decking;
  - 4. <u>Evidence of Prior LP Decking/Railing Warranty Claim</u> Attach a written acknowledgement (Inspection Report, Settlement Voucher, Release Letter, etc.) from LP showing that you have LP decking and/or railing;
  - 5. <u>Other</u> May consist of documentation from contractor and/or photographs. For example, your contractor may have receipts or invoices showing the product that was purchased to build your deck.
- E. <u>Proof of Product Installation Date</u>: You MUST provide proof showing when the product was installed on your home. If your decking product is uninstalled, please refer to the Uninstalled Decking and /or Railing Product Claim Form (Section K). Valid proof of product installation date consists of one of the following:
  - 1. Contractor invoices or receipts, or a work order showing completion of the job.
  - 2. <u>Receipts or Invoices</u> Copies of invoices or receipts indicating the purchase of the product.
  - 3. <u>Building Permit</u> This can be obtained from either the builder or the local building and zoning division office.
  - 4. <u>Certificate of Occupancy</u> For decks installed at the time the house was built, the Certificate of Occupancy will establish the installation date of your deck.

- F. <u>Proof of Damage of LP Decking and/or Railing</u>: Describe the damage as it appears on your deck and or railing. You **must** also provide a description, diagram, sketch or photographs depicting the **location** and nature of the damage found on your decking and/or railing.
- G. Prior Claim(s): <u>Previous Warranty</u>, Notice or Recall Claim(s) Made To LP Warranty: You should check this box if you previously made any kind of warranty, notice or recall claim to LP for your decking and/or railing. For each previous claim, provide the approximate date the claim was filed. Provide the claim number. Also, state whether you received a settlement payment for the previous warranty claim, and if so, state the amount of that payment. If you did not previously make a claim, skip these Prior Claim questions and proceed to "Other Payments or Compensation" below.
- **H.** Other Payments Or Compensation: Provide information regarding any payment you may have received for damage, repairs, replacements or previous claims regarding the LP Decking and/or Railing from any other source, including builders, developers, contractors, manufacturers, or insurers. For each payment, identify the source of the payment and the amount of money that you received.
- I. Tax Information: We need this information to comply with IRS reporting requirements. Failure to provide this information will delay the processing of your claim and any related payment. You MUST respond to each of the questions in this section.
  - 1. If you answered "No" to ALL of these questions: You may proceed to the next section.
  - 2. <u>If you answered "Yes" to ANY of these questions</u>: Please provide your Taxpayer Identification Number (TIN) in the space provided. For individuals, this will be your Social Security Number. For other entities, it is your Taxpayer Identification Number. If you have applied for, but have not received, a TIN or EIN, write "Applied For" in the space provided.
- J. Directions To Property: Please provide directions to the Property from the nearest Interstate.

Signature(s) & Initial(s): Each Claimant MUST sign the Oath and Certification and initial each page of the Claim Form, verifying all of the information provided.

- K. Uninstalled Decking and/or Railing Products: For uninstalled Decking and/or Railing products LP will offer to buy back any decking and/or railing for the actual price paid provided that you can furnish the following:
  - Invoice or Receipt showing the product(s) purchased, quantities and price paid from an **LP distributor** or retailer.

If purchased from an entity other than an LP distributor or retailer, LP will offer to buy back any Decking and/or Railing at 50% of the actual price paid.

In the absence of proof, LP will offer to buy back any Decking and/or Railing at fifteen cents per linear foot (\$0.15/LF).

For Railing accessories that are not sold by the linear foot (e.g., post sleeves, post caps, etc.), LP will offer to buy back the accessory at the material purchase price paid by the Claimant provided that the Claimant can prove the price paid by an invoice from an LP distributor. In the absence of that proof, no payment will be made for such uninstalled Railing accessories.

LP will arrange for pickup and removal of any uninstalled decking and/or railing products.

If you have any questions, you can call the LP Decking & Railing Claims Office at 1-888-325-1184.

### 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.

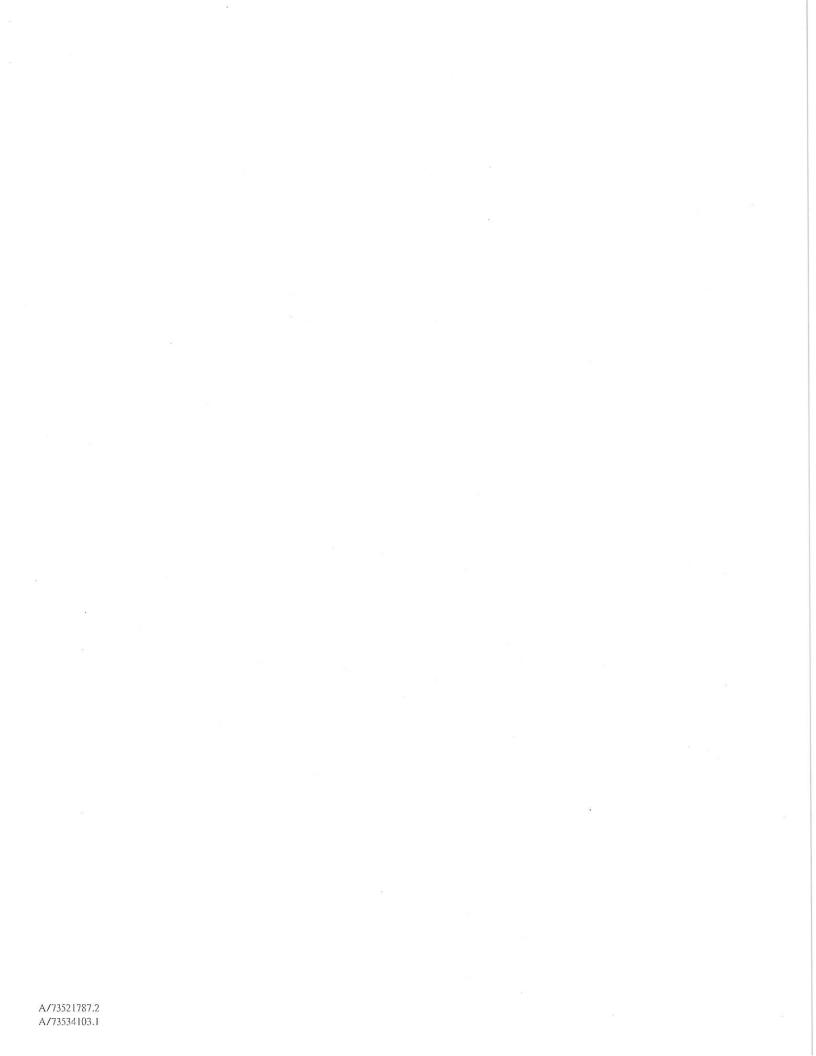
- This Settlement resolves a lawsuit over whether Louisiana-Pacific Corporation ("LP" or "Defendant") manufactured and put into the stream of commerce defective composite decking and railing materials used on homes, residences, buildings or other structures physically located in the United States prior 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 Le	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) <u>See if the decking/railing materials are stamped or tagged with the names</u>: *ABTCo, LP, Veranda, and WeatherBest.*
- 2) <u>Check your purchase or repair documents</u>. 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) <u>Go to the website, www.LPdeckingclass.com</u>. 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 <u>www.LPdeckingclass.com</u>, 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. <u>Decking/Railing Deterioration</u>. 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. <u>Decking Damage</u>. 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. <u>Railing Damage</u>. 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, or
- Writing the LP Decking & Railing Claims Office

<u>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</u>. 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:

14 at 16

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

LP Decking & Railing Claims Office P.O. Box 1189 Alpharetta, GA 30009-9998

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, P.O. Box 1189, Alpharetta, GA 30009-9998.

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, or write the LP Decking & Railing Claims Office at: P.O. Box 1189, Alpharetta, GA 30009-9998.

### 1. Who is a class member?

You are a Class Member if you currently own property on which LP Decking and/or Railing is installed, sold under the brand names ABTco, LP, Veranda, and WeatherBest.

#### 2. Who is excluded from this class?

If you at any time owned Decking or Railing manufactured by LP, you are a Class Member. However, you may exclude yourself by timely filing a request for exclusion during the opt out period. If you initiated legal proceedings prior to the date of preliminary approval of the Settlement (November 1, 2010) that resulted in a settlement, judgment, release, dismissal or other final disposition, you would also be excluded from the Class.

#### 3. How long does the claims process usually take?

The claims process takes approximately 2-4 months from start to finish. Timing will depend upon how complete the claim is upon submission.

#### 4. How long do I have to file my claim and what is the deadline?

All Claims in the Class must be filed within the applicable warranty period for your Decking and/or Railing products.

LP and WeatherBest Decking & Railing is 10 years from the date of installation.

ABTco and Veranda Decking & Railing is 15 years from the date of installation.

#### 5. How can my claim qualify for "priority" status?

The claims process is set-up to be completed fairly quickly but if your home is For Sale and you provide proof of this an effort will be made to complete your claim on an expedited basis.

If the condition of your deck is such that you believe it is unsafe or hazardous, please contact the Claims Office at 1-888-325-1184 as soon as possible to register your claim.

# 6. I have replaced/repaired my decking/railing with other decking/railing, can I still file a claim?

If you still have any LP Decking and/or Railing installed you can file a claim. If you have removed or replaced all of your LP Decking and/or Railing you are no longer eligible to file a claim. However you may submit a claim for uninstalled LP Decking or Railing products that have *never* been installed.

# 7. I have LP Decking and/or Railing that I have never installed, can I still file a claim.

Yes, you may file a claim for Uninstalled LP Decking and/or Railing. You will need to complete the Uninstalled LP Decking and/or Railing Product Claim Form which is included with the LP Decking & Railing Claim Form.

# 8. I just submitted additional information requested by the Claims Office, how long does this additional information take to process?

All information that is received for your claim is processed in the order in which it is received. If the Claims Office asked for additional information, it will be reviewed within approximately 14 days of its receipt. If information is still needed to complete your claim we will send another letter requesting this information within 14 days from the date your additional information was received by the Claims Office.

### 9. Who performs the inspections?

All inspections are performed by a court-approved independent inspection company called TheBest Claims Solutions. All TheBest Claims inspectors carry credentials identifying themselves as TheBest Claims inspectors.

# 10. Will I be notified when my claim is being sent to inspection and when it is to be inspected?

You will be contacted to schedule the inspection within 14 days from the date we transmitted your claim for inspection. You may also contact the Claims Office anytime at 1-888-325-1184 to check the status of your claim.

### 11. My home was just inspected -when will I receive the results?

Results will be sent to you approximately 30 days after the final inspection report has been received by the Claims Office.

### 12. What information is required in order to file a claim?

- 1. A completed claim form which has been signed by <u>all</u> owners of the property on which the decking/railing is installed. The claim form must be signed and each page initialed by each claimant.
  - You must submit proof of ownership for the property on which the decking/railing products are installed.
  - You must submit proof of installation date and that the product is LP, WeatherBest, ABTco or Veranda manufactured by LP.

### LP Decking & Railing Class Action FAQ

#### 13. How many claims can be filed under this class action?

You are eligible to file a total of three (3) claims, one (1) initial claim and up to two (2) subsequent claims, within the claim period.

#### 14. What is the remedy for my claim?

- If the inspection identifies Deterioration (as it is defined in the settlement agreement) to any decking or handrail, that product will receive full replacement under the class. If Deterioration is present on any of the railing components, for example balusters or siderails, the pieces showing deterioration will be replaced.
- If the inspection identifies Damage (as it is defined in the settlement agreement) to decking you will be offered a settlement of \$3.78 per linear foot of damaged decking less a 10% deduction for each year the decking has been installed.
- If the inspection identifies Damage to railing components you will be offered a settlement based on the current retail material cost plus an 89% adjustment (\$1.78 for each \$2 of material cost) as a non-redundant labor payment

#### 15. What is the definition of Deterioration in the settlement agreement?

Section II of the settlement agreement states:

**"Deterioration** means a premature oxidation of the polymer in the boards which is observable as any visible surface flaking, visible crumbling, or visible peeling which presents a risk that the boards will break under normal use within the Claim Period, except as follows: (i.) the surface flaking, crumbling, or peeling will only constitute Deterioration if the board has begun to disintegrate or separate into distinct elements or parts; and (ii.) the conditions listed as Damage are not, by themselves, Deterioration; and (iii.) Deterioration does not include Cosmetic issues and conditions caused by Improper Use."

The settlement agreement is available online at the website **lpdeckingclass.com** should you want to read more about Deterioration.

#### 16 .What is the definition of Damage in the settlement agreement:

Section II of the settlement agreement states:

**"Damage** means, and is explicitly limited to, Core Gaps, Cupping, Crowning, Splitting, Termite Damage, and Warping, except as follows: Damage does not include Cosmetic Issues and conditions caused by Improper Construction, Improper Installation, and/or Improper Use".

### LP Decking & Railing Class Action FAQ

The settlement agreement is available online at the website **lpdeckingclass.com** should you want to read more about Damage.

#### 17. What should I do if I am dissatisfied with my initial inspection results?

You may dispute the results in writing to the Claims Office within 30 days from the date you receive your settlement package. Please include any and all evidence supporting your position with your dispute.

# 18. What do I do if I am confused by the claim process, or have a problem or question?

You can call the Claims Office at 1-888-325-1184, or write to LP Decking & Railing Claims Office, P.O. Box 1189, Alpharetta, GA 30009-9998. You can also consult the website **lpdeckingclass.com**.

#### 19. How do I opt out of the class action?

For information on how to opt out of the decking class, you should read the notice and if you need further information contact Class Counsel, William Audet and Joshua Ezrin of Audet & Partners, LLP, 221 Main Street, Suite 1460, San Francisco, CA 94105. Phone number is 415.568-2555

And although you are under no obligation to give me an answer, would you care to tell me why you want to opt out of the class?

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