

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

CINDY THOMAS, F. RENEE GATERS, and
LOREN CHAMBERLAIN, on behalf of,
themselves and all others similarly situated,

Plaintiffs,

vs.

LOUISIANA-PACIFIC CORPORATION and
ABT BUILDING PRODUCTS
CORPORATION, a/k/a ABTCO,

Defendants.

Case No. 2:05-1515-PMD

**ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT,
APPROVING SETTLEMENT NOTICE
PROGRAM, AND SETTING FAIRNESS
HEARING**

Plaintiffs and Defendants have jointly moved this Court, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, for preliminary approval of a Settlement of this Charleston County class action. The motion was presented to the Court on October 28, 2008. The Court has reviewed the papers filed in connection with the motion and considered all supporting evidence in the record and as presented by counsel. In addition, the Court presided over a settlement conference on December 19, 2007, at which the parties agreed upon the principal terms of the proposed settlement.

This Preliminary Approval Order incorporates by reference the definitions in the proposed Settlement, a copy of which is attached as Exhibit A (referred to as the "Settlement"). All capitalized terms used in this order that are defined in the Settlement shall have the same meanings as set forth in the Settlement.

NOW, THEREFORE, the Court having read and considered the Settlement, the documents filed in connection with the motion and supporting evidence, and good cause appearing,

IT IS HEREBY ORDERED:

1. Preliminary Settlement Approval

The Settlement satisfies the Rule 23 criteria for preliminary approval:

(a) The Settlement is sufficiently fair, adequate and reasonable to justify notice to those affected, along with an opportunity to be heard, pursuant to Federal Rule of Civil Procedure 23(e);

(b) The Settlement substantially fulfills the purposes and objectives of this Action, and provides benefits to Class Members, without the costs, risks, and delays of further litigation at the trial and appellate levels, and does not require a finding or admission of liability by Defendants;

(c) The proposed Notice Plan submitted by the Parties provides individual notice to all known Class Members and all Class Members who can be identified through reasonable efforts and constitutes the best notice practicable under the circumstances of this Action;

(d) The settlement negotiations culminating in the Settlement occurred at arm's length, there was sufficient investigation and discovery, the counsel for Plaintiffs are experienced in similar litigation, and the number of actual or anticipated objections to the Settlement is small compared to the class size;

(e) The Settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment of class representative Plaintiffs or of segments of the class, or excessive compensation for Class Counsel, and appears to fall within the range of possible approval.

The Court therefore grants preliminary approval to the Settlement. The Settlement shall be submitted to Class Members for their consideration and for a Fairness Hearing pursuant to Rule 23(e), as provided below.

2. Settlement Class Definition

The settlement class is defined as follows (other than the Persons listed on Exhibit B to the Settlement who returned a request for exclusion prior to the expiration of the opt-out period on December 3, 2007):

All persons, firms, corporations and other entities which own homes, apartments, condominiums, buildings and other structures in Charleston County, 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.

Because the Settlement contemplates a Claims Program that will continue for the warranty period applicable to the TrimBoard on each home, the settlement class includes any Person who fell within the above definition between May 25, 1995 and the end of the applicable Claim Period.

3. Notice

The Court approves, as to form and content, the Long Form Notice (attached to the Settlement as Exhibit D) and approves it for mailing to Class Members. The Court approves, as to form and content, the Settlement Notice (attached to the Settlement as Exhibit G), and approves it for publication as set forth in the Notice Plan. The Court finds that these two forms provide Class Members with all of the information necessary to make an informed decision regarding the fairness of the Settlement.

The Court finds that the mailing and distribution of notice substantially in the manner and form set forth in the Notice Plan (attached to the Settlement as Exhibit E) meet the requirements of Rule 23 and due process, and shall constitute due and sufficient notice to all persons entitled thereto. Such notice is the best practicable notice under the circumstances of this case; it complies with due process, and it provides sufficient notice to bind all Class Members, regardless of whether a particular Class Member receives actual notice.

The Parties shall supervise and administer the notice procedure as set forth in the Notice Plan, including the following:

- (a) Once the Settlement is Preliminarily Approved by the Court, Defendants shall cause a copy of the Long Form Notice to be mailed by first class mail to all Class Members known to the Parties or who can be identified through reasonable effort;

(b) Defendants shall commence the Notice Program within 30 days of this Preliminary Approval Order;

(c) Class Counsel shall cause the Long Form Notice to be posted on their respective websites within 30 days of this Preliminary Approval Order; and

(d) Defendants shall submit a letter describing their compliance with the requirements of the Notice Plan prior to the Fairness Hearing.

4. Standing to Object

Any Party to this Action and any Class Member who has not timely requested exclusion from the Settlement Class and who opposes approval of the Settlement may appear at the Fairness Hearing to show why the Settlement should not be approved as fair, reasonable, and adequate, or why Judgment should or should not be entered thereon, or why attorney fees should or should not be awarded to Class Counsel out of the Claims made under the Settlement. Any person who wishes to object to the Settlement must file with the Court and serve upon Plaintiffs' Counsel and Defendants' Counsel a written notice of objection on or before **December 30, 2008**. The notice of objection must state the reasons for the objection and, if filed by a Class Member, must demonstrate the objecting Class Member's membership in the Settlement Class. Only persons who have filed and served notices of objection will be entitled to be heard at the Fairness Hearing. Any Class Member who does not make his or her objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the Settlement as incorporated in the Settlement and/or to any award of attorney fees to Class Counsel, unless otherwise ordered by the Court. Class Members who do not enter an appearance personally or through their own, separate attorneys will be represented by Class Counsel at the Fairness Hearing.

5. Class Representation, Class Counsel

For the purposes of the Settlement, the Court appoints and approves:

(a) As Settlement Class Representative Plaintiffs, Cindy Thomas, F. Renee Gaters, and Loren Chamberlain.

(b) As Class Counsel, Paul A. Dominick of Nexsen Pruet, 205 King Street, Suite 400, Charleston, SC 29402 and Justin O. Lucey of Justin O'Toole Lucey, PA, 415 Mill Street, Mt. Pleasant, SC 29464.

6. Final Approval

A hearing (the “Fairness Hearing”) shall be held before this Court on **January 26, 2009 at 10:00 a.m. in Courtroom 1 at the Hollings Judicial Law Center, 81 Meeting Street, Charleston, South Carolina 29401**, to determine whether: (1) the Settlement is fair, reasonable, and adequate and should receive final approval from the Court; (2) notice has been given to Class Members in accordance with this Order; (3) a Judgment as provided in the Settlement should be entered herein; and (4) the percentage that Class Counsel is authorized to take as their attorney fee from each Settlement Payment Amount awarded to a Class Member making a Claim is fair and reasonable and should receive approval from the Court. The Court finds that this date allows adequate time for Class Members and their counsel to support, oppose, or object to the Settlement.

7. Further Matters

(a) Pending final determination whether the Settlement should be approved, all discovery and all proceedings in this Action are stayed.

(b) Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, whether favorable or unfavorable. Any Judgment entered in connection with the Settlement will include all Class Members, and all such Class Members shall be bound by all of the orders in this Action concerning the Settlement.

(c) The Court may adjourn the date of the Fairness Hearing without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

(d) Pending final determination of whether the Settlement should be approved and in aid of the Court’s jurisdiction to implement and enforce the Settlement, the Plaintiffs and all Class Members are hereby enjoined from instituting or prosecuting any action against Defendants relating to the claims released by the Settlement.


8. Termination of Settlement

(a) The Court recognizes that the Settlement contains express provisions concerning termination of the Settlement. Nothing in this Order is intended to modify or negate the express terms of the Settlement.

(b) If at any time the Settlement fails, the parties shall promptly notify the Court. The Court will then decide whether to modify the schedule in order to allow the parties additional time in which to negotiate a new settlement, or set the case for trial.

(c) If the Settlement is disapproved or terminated in accordance with the terms of the Settlement, the Settlement (except those provisions that, by their terms, expressly survive disapproval or termination of the Settlement) shall have no force or effect, and all negotiations, proceedings, and statements made in connection therewith shall be without prejudice to the right of any persons, and Parties to this Action shall be restored to their respective positions existing as of December 18, 2007, preserving all of their respective claims and defenses.

IT IS SO ORDERED.


PATRICK MICHAEL DUFFY
United States District Judge

November 3, 2008

APPROVED AS TO FORM:

DATED: October 31, 2008

BUIST MOORE SMYTHE McGEE P.A.

By: s/ C. Allen Gibson, Jr.

C. Allen Gibson, Jr.
James E. Weatherholtz
Attorneys for Defendants

DATED: October 31, 2008

BINGHAM MCCUTCHEN, LLP

By: s/ Michael I Begert

Michael I. Begert
Attorneys for Defendants

DATED: October 31, 2008

NEXSEN PRUET, LLC

By: s/ Paul A. Dominick

Paul A. Dominick
Attorneys for Plaintiffs and Class Members

DATED: October 31, 2008

JUSTIN O'TOOLE LUCEY, PA

By: s/ Justin O. Lucey

Justin O. Lucey
Attorneys for Plaintiffs and Class Members