

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO**

**If you purchased Flexible Polyurethane Foam, as defined in this Notice, in the United States directly from any Flexible Polyurethane Foam manufacturer from January 1, 1999 to July 31, 2010, you could be a Class Member in six proposed class action settlements.**

**YOUR LEGAL RIGHTS ARE AFFECTED.  
PLEASE READ THIS NOTICE CAREFULLY.**

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

The purpose of this Notice is to inform you that Plaintiffs in this class action reached six separate settlements with Defendants. Plaintiffs have reached settlements with FFP Holdings, LLC (“FFP”), Foamex Innovations, Inc. (“FXI”), Future Foam, Inc. (“Future Foam”), Hickory Springs Manufacturing Company (“Hickory Springs”), Mohawk Industries, Inc. (“Mohawk”), and Woodbridge Foam Corporation, Woodbridge Sales & Engineering, Inc., and Woodbridge Foam Fabricating, Inc. (collectively “Woodbridge”). Collectively, all six settlements are hereinafter referred to as “the Settlements.” This Notice informs you of your rights in the proposed Settlements.

The Court has **not** provided an opinion as to the merits of any of the claims or defenses made by either side in this case. This Notice is intended to advise you of these six Settlements and your rights with respect to them. This includes, but is not limited to, the right to participate in the Settlements or to exclude yourself from the Settlements.

This Notice is also intended to advise you that you have the right to exclude yourself from the Certification Class that has been certified in this lawsuit. The Court previously provided you with the right to exclude yourself from the Certification Class by January 26, 2015. Due to the current Settlements, the Court is re-opening the period to opt-out of the Certification Class. If you opt-out of any of the six Settlement Classes, but do *not* also opt out of the Certification Class, you will be bound by all orders and judgments related to the Certification Class, as well as any additional settlements reached by the Certification Class.<sup>1</sup>

These rights and options, along with the deadlines to act, will be further explained below.

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<b>TAKE NO ACTION</b>	You will receive the non-monetary benefits of the Settlements. You will give up the right to sue FFP, FXI, Future Foam, Hickory Springs, Mohawk, and Woodbridge with respect to all claims known and unknown, asserted or un-asserted, arising out of or relating to claims made or which could have been made on the same or similar facts in this case. You may be eligible to receive a payment from the Settlements <b>if</b> you submit a timely Claim Form (by first-class mail postmarked by September 15, 2015 or pre-paid delivery service to be hand-delivered by September 15, 2015). If you previously submitted a Claim Form in connection with the Vitafoam, Carpenter, or Leggett & Platt Settlements, you do not need to submit another Claim Form now.

<sup>1</sup> As used in this Notice, “Certification Class” refers to the Direct Purchaser Class, as that class was certified and defined in the Court’s April 16, 2014 Order (Dkt. 1115). “[Defendant] Settlement Class” refers to the respective Settlement Classes defined in each Settlement. Those Settlements and the full language of the applicable releases are available at [www.flexiblepolyurethanefoamsettlement.com](http://www.flexiblepolyurethanefoamsettlement.com).

**YOUR LEGAL RIGHTS AND OPTIONS**

<p><b>EXCLUDE YOURSELF</b></p> <p>From one or more of the FFP Settlement Class, FXI Settlement Class, Future Foam Settlement Class, Hickory Springs Settlement Class, Mohawk Settlement Class, and/or Woodbridge Settlement Class</p> <p><b>AND</b></p> <p>The Certification Class (by First-Class Mail Postmarked by, or Pre-Paid Delivery Service to be Hand-Delivered by, September 15, 2015)</p>	<p>This is the only option that allows you to ever be a part of any other lawsuit against FFP, FXI, Future Foam, Hickory Springs, Mohawk, or Woodbridge with respect to all claims known and unknown, asserted or un-asserted, arising out of or relating to claims made or which could have been made on the same or similar facts in this case. You can choose to exclude yourself from all or some of the Settlements. However, you can be part of a lawsuit against one or more of these settling Defendants <b>only if</b> you exclude yourself both from the applicable Settlement Class <b>and</b> the Certification Class. The Settlements resolve the claims of all of the Settlement Classes and the Certification Class. Accordingly, if you opt out only from the Settlement Class(es), you will still be bound by the Certification Class's settlement with the applicable Defendant(s), unless you also opt out of the Certification Class.</p> <p>If you already elected to exclude yourself from the Certification Class by the previously-established January 26, 2015 deadline, and/or you were deemed by the Court to have validly opted out of the Certification Class despite an untimely exclusion request (Dkt. 1540), you are already considered excluded from all six Settlement Classes and the Certification Class, and do not need to resubmit any exclusion request.</p>
<p><b>EXCLUDE YOURSELF</b></p> <p>From one or more of the FFP Settlement Class, FXI Settlement Class, Future Foam Settlement Class, Hickory Springs Settlement Class, Mohawk Settlement Class, and/or Woodbridge Settlement Class (by First-Class Mail Postmarked by, or Pre-Paid Delivery Service to be Hand-Delivered by, September 15, 2015)</p> <p><b>AND DO <u>NOT</u> EXCLUDE YOURSELF</b></p> <p>From the Certification Class</p>	<p>If you elect to exclude yourself from any of the Settlement Classes, but do <b>not</b> also elect to exclude yourself from the Certification Class, you will give up the right to all non-monetary and monetary benefits of the Settlement(s) from which you have excluded yourself. You will still be considered part of the Certification Class. The Settlements release the claims of the Certification Class, and if the Settlements are approved by the Court, the claims of the Certification Class will be dismissed. As a result, if you elect to remain a member of the Certification Class, you will not be able to be a part of any other lawsuit against any of the settling Defendants with respect to all claims known and unknown, asserted or un-asserted, arising out of or relating to claims made or which could have been made on the same or similar facts in this case.</p>
<p><b>OBJECT</b></p> <p>To one or all of the FFP Settlement, FXI Settlement, Future Foam Settlement, Hickory Springs Settlement, Mohawk Settlement, and/or Woodbridge Settlement (by First-Class Mail Postmarked by, or Pre-Paid Delivery Service to be Hand-Delivered by, September 15, 2015)</p>	<p>You can object to or comment on any term of the Settlements. You may explain to the Court in writing why you do not like one or more of the Settlements. Even if you object to a Settlement or proposed Settlement Class, you will remain a member of that proposed Settlement Class. You can exclude yourself from some of the Settlements, but still object to the other Settlements from which you do not exclude yourself.</p>
<p><b>GO TO THE HEARING</b></p> <p>On October 9, 2015 at 10:00 a.m., After Filing a Timely Objection</p>	<p>If you file a timely objection, you may speak in Court about the fairness of the Settlement(s) or Settlement Class(es) to which you objected.</p>
<p><b>SUBMIT A CLAIM FORM IN THE SETTLEMENTS</b></p> <p>By First-Class Mail Postmarked by, or Pre-Paid Delivery Service to be Hand-Delivered by, September 15, 2015</p>	<p>This is the only way to receive a payment from the Settlements. However, if you previously submitted a Claim Form in connection with the Vitafoam, Carpenter, and/or Leggett &amp; Platt Settlements, you do not need to submit another Claim Form now.</p>

## 1. Why did I receive this Notice?

This legal notice is to inform you of the Settlements that have been reached. The Class Action lawsuit is known as *In re Polyurethane Foam Antitrust Litigation*, Case No. 10-md-2196. United States District Judge Jack Zouhary is overseeing this Class Action in the United States District Court for the Northern District of Ohio. You are being sent this Notice because you have been identified as a customer of one of the Defendants in the lawsuit.

## 2. What is this lawsuit about?

The Defendants in this case are certain manufacturers of Flexible Polyurethane Foam. Plaintiffs allege that the Defendants conspired to fix, raise, stabilize, or maintain the prices and allocate territories or customers of Flexible Polyurethane Foam. Plaintiffs allege that this conspiracy caused direct purchasers to pay more for Flexible Polyurethane Foam than they would have otherwise paid. Defendants deny Plaintiffs' conspiracy allegations, that they did anything wrong, and/or that direct purchasers paid more for Flexible Polyurethane Foam than they should have. The Court has not decided who is right.

As used herein, "Flexible Polyurethane Foam" includes "slabstock" flexible polyurethane foam (also known as "block" foam), fabricated or converted foam products made from "slabstock" flexible polyurethane foam, and carpet underlay (also known as "carpet cushion," "carpet pad" or "carpet padding") manufactured from polyurethane foam. The term Flexible Polyurethane Foam does not include "molded" foam (also known as "engineered" foam) or "rigid" foam (also known as "technical" foam). Flexible Polyurethane Foam is widely used for cushioning and insulation in a wide variety of goods. These include but are not limited to: furniture, mattresses, packaging, flooring, and motor vehicles.

In the late summer and fall of 2010, lawsuits were filed in several federal courts generally claiming a conspiracy to fix prices and allocate territories or customers for Flexible Polyurethane Foam. On December 1, 2010, the Judicial Panel on Multidistrict Litigation transferred those cases for coordinated pre-trial proceedings to the Honorable Jack Zouhary, United States District Judge in the United States District Court for the Northern District of Ohio. On February 28, 2011, Plaintiffs filed their first consolidated complaint claiming a conspiracy to fix Flexible Polyurethane Foam prices and allocate territories or customers that injured direct purchasers of Flexible Polyurethane Foam.<sup>2</sup> Thereafter, by its Class Certification Memorandum Opinion and Order dated April 9, 2014, and its Order dated April 16, 2014, the Court certified the Certification Class, defined as follows:

All persons or entities that purchased flexible polyurethane foam (but excluding molded foam) directly from Defendants and/or their co-conspirators from January 1, 1999 to July 31, 2010 for purchase from or delivery into the United States. Excluded from the Class are governmental entities, Defendants, their co-conspirators, and their officers, employees, agents, representatives, parents, subsidiaries and affiliates.

The deadline for Class Members to exclude themselves from the Certification Class was January 26, 2015.

Defendants Vitafoam Inc. and Vitafoam Products Canada Limited (the "Vitafoam Defendants"); Domfoam International Inc. and Valle Foam Industries (1995) Inc. (the "Domfoam Defendants"); Leggett & Platt, Incorporated ("Leggett & Platt"), and Carpenter Co., E. R. Carpenter, L.P., and Carpenter Holdings, Inc. (collectively, "Carpenter"), previously settled with Plaintiffs. You may have previously received notification of those Settlements. The deadline to file a claim in the Vitafoam Settlement was April 30, 2013. The deadline to file a claim in the Leggett & Platt and Carpenter Settlements was January 26, 2015. If you filed a valid and timely Claim Form in the Vitafoam, Leggett & Platt, and/or Carpenter Settlements, you need not submit a new Claim Form in the Settlements with FFP, FXI, Future Foam, Hickory Springs, Mohawk, or Woodbridge for those same purchases as your claim will automatically be included unless you opt out. Please note that if you previously submitted a Claim Form for purchases of molded foam, these claims are not included in the Settlements and therefore will not be reimbursed.

Plaintiffs (also known as "Class Representatives" or "Representative Plaintiffs") represent both themselves (the named plaintiffs) and the entire Certification Class of direct purchasers of Flexible Polyurethane Foam in the United States. Plaintiffs brought this lawsuit as a class action because they believe, among other things, that a class action is superior to filing individual cases. They also believe that the claims of each member of the Class present and share common questions of law and fact. By certifying the Certification Class, the Court agreed with the Class Representatives that a class action is superior to filing individual cases. Because the Certification Class has been certified, one court resolves the issues for all Class Members, except for those who exclude themselves from the Certification Class.

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<sup>2</sup> This lawsuit alleges injuries to *direct* Flexible Polyurethane Foam purchasers only; that is, entities or individuals that bought Flexible Polyurethane Foam directly from Flexible Polyurethane Foam manufacturers. In a separate pending case, other plaintiffs allege a conspiracy to fix Flexible Polyurethane Foam prices that injured *indirect* Flexible Polyurethane Foam purchasers. An indirect Flexible Polyurethane Foam purchaser buys Flexible Polyurethane Foam from a direct purchaser of Flexible Polyurethane Foam or from another indirect purchaser.

Plaintiffs claim that Defendants' actions violated the Sherman Antitrust Act, a federal statute that prohibits any agreement that unreasonably restrains competition. The alleged agreement was to fix the price of Flexible Polyurethane Foam and allocate territories or customers in the United States from the year 1999 to July 31, 2010. Plaintiffs allege that Defendants and unnamed co-conspirators fixed the price of Flexible Polyurethane Foam through various methods that were all part of a wide-ranging conspiracy. These alleged methods included, but were not limited to, agreements to increase prices by announcing price increases of the same or similar percentages or amounts and at the same or similar time, and to enforce compliance with the conspiracy after each round of price increases by policing each conspirator's price increase activities. Plaintiffs allege that by collectively agreeing to fix the price increase announcements of Flexible Polyurethane Foam, the Defendants caused prices to be higher than they otherwise would have been. Defendants have vigorously disputed these allegations and have admitted no wrongdoing.

### **3. Who is involved in this lawsuit?**

Plaintiffs are represented by "Class Representatives," who sue on behalf of those who have similar claims. In this case, the Class Representatives are Ace Foam, Inc.; Adams Foam Rubber Co.; Cambridge of California, Inc.; Foam Factory Inc.; GCW t/a Floors USA; J&S Packaging, Inc.; and VFP Acquisitions, Inc. d/b/a Vanguard Foam & Packaging. All of these persons or entities along with those similarly situated are the "Class" or "Class Members." The Class Representatives who sued – and all the Class Members like them – are called Plaintiffs.

The companies Plaintiffs sued are called Defendants. All Defendants in this litigation have now settled. Defendants include the Vitafoam Defendants, the Domfoam Defendants, Leggett & Platt, Carpenter, FFP, FXI, Future Foam, Hickory Springs, Mohawk, and Woodbridge. As used herein, the alleged "Co-conspirators" are the following entities that were included as Defendants in Plaintiffs' consolidated amended complaint, but have since been voluntarily dismissed from the litigation: Ohio Decorative Products, Inc.; Inoac International Co., Ltd.; Inoac USA Inc.; Inoac Corporation; Crest Foam Industries Inc; Louis Carson; and David Carson.

The Court previously stayed in favor of arbitration all claims against Mohawk from customers that directly purchased Flexible Polyurethane Foam (including carpet cushion or carpet underlay) from Mohawk or one of its subsidiaries during the Class Period and had an arbitration agreement with Mohawk or one of its subsidiaries for those purchases. (See Court Order dated August 12, 2014, Docket No. 1311). As part of the Mohawk Settlement, Mohawk has agreed to withdraw its arbitration demand. As a result, despite that order, Plaintiffs' settlement agreement with Mohawk covers and resolves the claims for those customers who have arbitration agreements with Mohawk or its subsidiaries. Accordingly, Class Members with arbitration agreements with Mohawk or its subsidiaries will be able to recover in the Mohawk Settlement just the same as Class Members who do not have arbitration agreements with Mohawk or its subsidiaries.

### **4. Am I part of this Class?**

The Certification Class, the FFP Settlement Class, FXI Settlement Class, Future Foam Settlement Class, Hickory Springs Settlement Class, Mohawk Settlement Class, and Woodbridge Settlement Class are defined as follows:

All persons or entities that purchased flexible polyurethane foam (but excluding molded foam) directly from Defendants and/or their co-conspirators from January 1, 1999 to July 31, 2010 for purchase from or delivery into the United States.

If you fall within this definition, you are a member of all of these Classes unless you are excluded as explained below.

**Excluded from the Certification Class** are governmental entities, Defendants, their alleged co-conspirators, and their officers, employees, agents, representatives, parents, subsidiaries, and affiliates. Also excluded from the Certification Class are those who timely and validly opted out of the Certification Class on or before January 26, 2015, those who were deemed by the Court to have validly opted out of the Certification Class despite an untimely exclusion request (Dkt. 1540), and those who validly and timely elect to exclude themselves from the Certification Class by September 15, 2015.

**Excluded from the FFP Settlement Class, FXI Settlement Class, Future Foam Settlement Class, Hickory Springs Settlement Class, Mohawk Settlement Class, and Woodbridge Settlement Class** are those who are governmental entities, Defendants, their alleged co-conspirators, and their officers, employees, agents, representatives, parents, subsidiaries, and affiliates. Also excluded from these Settlement Classes are those who timely and validly opted out of the Certification Class on or before January 26, 2015, and those who were deemed by the Court to have validly opted out of the Certification Class despite an untimely exclusion request (Dkt. 1540). In addition, excluded from the six Settlement Classes are those who validly and timely elect to exclude themselves from the Settlement Classes by September 15, 2015.

**5. Has the Court decided whether the Class's claims are true?**

No. Nothing in this Notice expresses any opinion by the Court as to the merits of the claims or defenses asserted by any party in the litigation. Instead, the Court has ordered issuance of this Notice to provide you with important information so you may make an informed decision regarding your legal rights in connection with this litigation.

**6. What does the FFP Settlement provide?**

After extensive settlement discussions, Plaintiffs and FFP reached the FFP Settlement. The FFP Settlement is among Plaintiffs, the Certification Class, the FFP Settlement Class, and FFP only. In accordance with the terms of the FFP Settlement, Plaintiffs, the Certification Class, and the FFP Settlement Class will release FFP from all claims known and unknown, asserted or un-asserted, arising out of or relating to claims made or which could have been made on the same or similar facts in this case. In exchange, FFP has agreed: (i) to pay \$16,000,000 to a fund to compensate FFP Settlement Class Members; and (ii) to provide cooperation with Plaintiffs and the Certification Class in the form of providing witnesses for the purpose of authenticating and/or admitting documents at trial. (FFP has the right to terminate the FFP Settlement if a certain percentage of Class Members exclude themselves from the FFP Settlement Agreement.)

**7. What does the FXI Settlement provide?**

After extensive settlement discussions, Plaintiffs and FXI reached the FXI Settlement. The FXI Settlement is among Plaintiffs, the Certification Class, the FXI Settlement Class, and FXI only. In accordance with the terms of the FXI Settlement Agreement, Plaintiffs, the Certification Class, and the FXI Settlement Class will release FXI from all claims known and unknown, asserted or un-asserted, arising out of or relating to claims made or which could have been made on the same or similar facts in this case. In exchange, FXI has agreed: (i) to pay \$60,000,000 to a fund to compensate FXI Settlement Class Members; and (ii) to provide cooperation with Plaintiffs and the Certification Class in the form of providing witnesses for the purpose of authenticating and/or admitting documents at trial. (FXI has the right to terminate the FXI Settlement if a certain percentage of Class Members exclude themselves from the FXI Settlement Agreement.)

**8. What does the Future Foam Settlement provide?**

After extensive settlement discussions, Plaintiffs and Future Foam reached the Future Foam Settlement. The Future Foam Settlement is among Plaintiffs, the Certification Class, the Future Foam Settlement Class, and Future Foam only. In accordance with the terms of the Future Foam Settlement Agreement, Plaintiffs, the Certification Class, and the Future Foam Settlement Class will release Future Foam from all claims known and unknown, asserted or un-asserted, arising out of or relating to claims made or which could have been made on the same or similar facts in this case. In exchange, Future Foam has agreed: (i) to pay \$32,000,000 to a fund to compensate Future Foam Settlement Class Members, with \$25,000,000 already paid to the fund and \$7,000,000 to be paid on or before March 20, 2016; and (ii) to provide cooperation with Plaintiffs and the Certification Class in the form of providing witnesses for the purpose of authenticating and/or admitting documents at trial. (Future Foam has the right to terminate the Future Foam Settlement if a certain percentage of Class Members exclude themselves from the Future Foam Settlement Agreement.)

**9. What does the Hickory Springs Settlement provide?**

After extensive settlement discussions, Plaintiffs and Hickory Springs reached the Hickory Springs Settlement. The Hickory Springs Settlement is among Plaintiffs, the Certification Class, the Hickory Springs Settlement Class, and Hickory Springs only. In accordance with the terms of the Hickory Springs Settlement Agreement, Plaintiffs, the Certification Class, and the Hickory Springs Settlement Class will release Hickory Springs from all claims known and unknown, asserted or un-asserted, arising out of or relating to claims made or which could have been made on the same or similar facts in this case. In exchange, Hickory Springs has agreed: (i) to pay \$19,500,000 to a fund to compensate Hickory Springs Settlement Class Members, with \$3,000,000 already paid to the fund; \$2,500,000 to be paid within 10 days of Final Approval of the Settlement Agreement; \$7,000,000 to be paid to the fund on or before January 31, 2016; and \$7,000,000 to be paid to the fund on or before January 31, 2017; and (ii) to provide cooperation with Plaintiffs and the Certification Class in the form of providing witnesses for the purpose of authenticating and/or admitting documents at trial. (Hickory Springs has the right to terminate the Hickory Springs Settlement if a certain percentage of Class Members exclude themselves from the Hickory Springs Settlement Agreement.)

## **10. What does the Mohawk Settlement provide?**

After extensive settlement discussions, Plaintiffs and Mohawk reached the Mohawk Settlement. The Mohawk Settlement is among Plaintiffs, the Certification Class, the Mohawk Settlement Class, and Mohawk only. In accordance with the terms of the Mohawk Settlement, Plaintiffs, Certification Class Members, and Mohawk Settlement Class Members will release Mohawk from all claims known and unknown, asserted or un-asserted, arising out of or relating to claims made or which could have been made on the same or similar facts in this case. In exchange, Mohawk has agreed: (i) to pay \$98,000,000 to a fund to compensate Mohawk Settlement Class Members; (ii) to provide cooperation with Plaintiffs and the Certification Class in the form of providing a business records custodian for the purpose of authenticating and/or admitting documents at trial; and (iii) to withdraw its arbitration demand (explained in greater detail below). (Mohawk has the right to terminate the Mohawk Settlement if a certain percentage of Mohawk Settlement Class Members exclude themselves from the Mohawk Settlement Agreement.) At Mohawk's request, the Court previously stayed in favor of arbitration all claims against Mohawk from customers that directly purchased Flexible Polyurethane Foam (including carpet cushion or carpet underlay) from Mohawk or its subsidiaries and had an arbitration agreement with Mohawk or its subsidiaries for those purchases. (See Court Order dated August 12, 2014, Docket No. 1311). As part of the Mohawk Settlement, Mohawk has agreed to withdraw its arbitration demand. As a result, despite that order, the Mohawk Settlement covers and resolves arbitrable claims in addition to the non-arbitrable claims.

## **11. What does the Woodbridge Settlement provide?**

After extensive settlement discussions, Plaintiffs and Woodbridge reached the Woodbridge Settlement. The Woodbridge Settlement is among Plaintiffs, the Certification Class, the Woodbridge Settlement Class, and Woodbridge only. In accordance with the terms of the Woodbridge Settlement, Plaintiffs will release Woodbridge from all claims known and unknown, asserted or un-asserted, arising out of or relating to claims made or which could have been made on the same or similar facts in this case. In exchange, Woodbridge has agreed: (i) to pay \$50,000,000 to a fund to compensate Woodbridge Settlement Class Members, with \$9,000,000 already paid to the fund; \$9,000,000 to be paid to the fund on or before November 15, 2015; \$14,000,000 to be paid to the fund on or before November 15, 2016; and \$18,000,000 to be paid to the fund on or before November 15, 2017; and (ii) to provide cooperation with Plaintiffs and the Certification Class in the form of providing witnesses for the purpose of authenticating and/or admitting documents at trial. (Woodbridge has the right to terminate the Woodbridge Settlement if a certain percentage of Class Members exclude themselves from the Woodbridge Settlement Agreement.)

## **12. How will the Settlement Funds be distributed?**

The Court has approved a plan called a "Plan of Allocation" explaining how the Settlement Funds will be distributed. A copy of this Plan of Allocation is on the Settlement Website, [www.flexiblepolyurethanefoamsettlement.com](http://www.flexiblepolyurethanefoamsettlement.com). It explains that Settlement Funds will be distributed among the members of the Settlement Classes on a *pro rata* basis among those who timely and properly submit a valid Claim Form.

The amounts to be paid by all the Settling Parties may be reduced by attorneys' fees and reimbursement of litigation expenses, as approved by the Court. This may include administration of the Settlements. (The motion by Class Counsel for attorneys' fees and costs and an incentive award for the Representative Plaintiffs will be available for viewing on the Settlement Website after it is filed. After that time, if you wish to review the motion, you may do so by viewing it at [www.flexiblepolyurethanefoamsettlement.com](http://www.flexiblepolyurethanefoamsettlement.com)).

The Settlement Funds may also be reduced by the expense of providing notice to the Settlement Classes.

## **13. How do I file a Claim Form in the Settlements?**

If you filed a valid and timely Claim Form in the Vitafoam, Carpenter, and/or Leggett & Platt Settlements, you need not submit a new Claim Form in the FFP, FXI, Future Foam, Hickory Springs, Mohawk, and Woodbridge Settlements for those same purchases. If you wish to amend your claim to update your Flexible Polyurethane Foam purchase amount, you may submit an amended Claim Form. If you did not previously submit a Settlement Claim Form, you must file a Claim Form by September 15, 2015 to receive payment from the Settlements.

The Claim Form will be mailed to known members of the Certification Class and the proposed Settlement Classes. If you wish to ensure that you receive a Claim Form, please contact the Notice Administrator:

*In re Polyurethane Foam Antitrust Litigation*  
c/o GCG  
P.O. Box 9907  
Dublin, OH 43017-5807

1-888-331-9196

**14. How do I exclude myself from the Settlements or the Certification Class?**

You do not need to request exclusion from the Settlement Classes or Certification Class if you previously requested exclusion from the Certification Class by the January 26, 2015 deadline, and/or were deemed by the Court to have validly opted out of the Direct Purchaser Class despite an untimely exclusion request (Dkt. 1540). **If you previously excluded yourself from the Certification Class, you are automatically excluded from all six Settlements and all six Settlement Classes.**

If you are a member of the Settlement Classes and you do not wish to participate in all or some of the six Settlements described above, you may request exclusion from all or some of the Settlements. If you want to bring your own lawsuit against any of the Defendants, you must request exclusion from the applicable Settlement(s) *and* the Certification Class.

If you qualify as a member of all of the Settlement Classes, and the Court includes you in these Classes, you will be excluded from pursuing any of the Released Claims against FFP, FXI, Future Foam, Hickory Springs, Mohawk, and Woodbridge in any other litigation. If you continue as a member of only some of the Settlement Classes, and you have opted out of the Certification Class, you will be excluded from pursuing any of the Released Claims against the Defendants from whose Settlements you have not excluded yourself.

Your request for exclusion must be sent by first-class mail postmarked by September 15, 2015, or pre-paid delivery service to be hand-delivered by September 15, 2015 to the appropriate address below.

If by first-class mail:  <i>In re Polyurethane Foam Antitrust Litigation</i> c/o GCG P.O. Box 9907 Dublin, OH 43017-5807	If by pre-paid delivery service to be hand-delivered:  <i>In re Polyurethane Foam Antitrust Litigation</i> , c/o GCG 1531 Utah Avenue South, Suite 600 Seattle, WA 98134
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Your written request should specify the Class(es) from which you wish to be excluded. Do not request exclusion from any of the Settlements in which you wish to participate.

**15. Who represents the Certification Class and Settlement Classes?**

The Certification Class and Settlement Classes are represented by the following attorneys:

William A. Isaacson  
BOIES, SCHILLER & FLEXNER LLP  
5301 Wisconsin Avenue, NW  
Washington, DC 20015

Stephen R. Neuwirth  
QUINN EMANUEL URQUHART  
& SULLIVAN, LLP  
51 Madison Avenue, 22nd Floor  
New York, NY 10010

**16. How will the lawyers be paid?**

The attorneys and their law firms that have represented Plaintiffs in this case, are referred to as Class Counsel. Class Counsel will apply to the Court for an award from the Settlement Funds for attorneys' fees and reimbursement of litigation costs and expenses incurred. This may include fees and costs expended while providing notice to the Settlement Classes and while administering the Settlement Funds (including the Plan of Allocation).

The attorneys' fees for which Class Counsel will apply are to compensate for their time, and the risk they assumed, in prosecuting the litigation on a wholly contingent fee basis. The amount is not to exceed 30% of the total cash amount paid by FFP, FXI, Future Foam, Hickory Springs, Mohawk, and Woodbridge pursuant to the Settlements, as well as the costs and expenses incurred. Any attorneys' fees and reimbursement of costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable.

**17. How do I object or comment on the Settlements?**

If you qualify as a member of the Settlement Classes addressed in this Notice and you wish to participate in the Settlements, but you object to or otherwise want to comment on any term of the Settlements (including the request for attorneys' fees), you must file your objection or comments with the Court in writing. In order for the Court to consider your objection, your objection must be sent by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by September 15, 2015 to each of the following:

**The Court:**

United States District Court  
James M. Ashley and Thomas W. L. Ashley U.S. Courthouse  
1716 Spielbusch Avenue  
Toledo, OH 43604

**Counsel for FFP:**

Larry A. Mackey  
Barnes & Thornburg LLP  
11 South Meridian Street  
Indianapolis, IN 46204

**Counsel for FXI:**

Michael H. Steinberg, Esq.  
Adam S. Paris, Esq.  
Sullivan & Cromwell LLP  
1888 Century Park East, Suite 2100  
Los Angeles, CA 90067

**Counsel for Future Foam:**

Edward G. Warin  
Kutak Rock LLP  
1650 Farnam Street  
The Omaha Building  
Omaha, NE 68102-2186

**Counsel for Hickory Springs:**

Matthew P. McGuire  
Alston & Bird LLP  
4721 Emperor Blvd., Suite 400  
Durham, NC 27703

**Counsel for Mohawk:**

Randall Allen  
Alston & Bird LLP  
1201 West Peachtree Street, NW  
Atlanta, GA 30309

**Counsel for Woodbridge:**

Daniel G. Swanson, Esq.  
Gibson, Dunn & Crutcher LLP  
333 South Grand Avenue  
Los Angeles, CA 90071-3197

### **Counsel for Plaintiffs:**

William A. Isaacson  
BOIES, SCHILLER & FLEXNER LLP  
5301 Wisconsin Avenue, NW  
Washington, DC 20015

Stephen R. Neuwirth  
QUINN EMANUEL URQUHART  
& SULLIVAN, LLP  
51 Madison Avenue, 22nd Floor  
New York, NY 10010

Your objection must set forth your qualifications to be included in the Settlement Class(es) to which you object. The written objection also should state the precise reason or reasons for the objection and should also include any legal support you wish to bring to the Court's attention and any evidence you wish to introduce in support of the objection. You may, but are not required to, file the objection through an attorney. You are responsible for any costs incurred in objecting through an attorney.

If you are a member of any of the Settlement Classes, you have the right to voice your objection at the Fairness Hearing. In order to do so, you must follow all instructions stated above for objecting in writing. You may then object in person and/or through an attorney. You are responsible for any costs incurred in objecting through an attorney. You need not attend the Fairness Hearing in order for the Court to consider your objection.

#### **18. When and where will the Court hold a hearing on the fairness of the Settlements?**

The Court has scheduled a "Fairness Hearing" at October 9, 2015 at 10:00 a.m., at the following address:

United States District Court  
James M. Ashley and Thomas W. L. Ashley U.S. Courthouse  
1716 Spielbusch Avenue  
Toledo, OH 43604

The purpose of the Fairness Hearing is to determine whether the Settlements are fair, reasonable, and adequate, whether the Court should approve the Settlement Classes, and whether the Court should enter judgment granting final approval of the Settlements. You do not need to attend this hearing. You or your own lawyer may attend the hearing if you wish, at your own expense. Please note that the Court may choose to change the date and/or time of the Fairness Hearing without further notice of any kind. Settlement Class Members are advised to check [www.flexiblepolyurethanefoamsettlement.com](http://www.flexiblepolyurethanefoamsettlement.com) for any updates.

#### **19. What happens if I do nothing?**

If you do nothing, and you fall within the definition of the Settlement Classes, you will remain a member of the Settlement Classes. As a member of the Settlement Classes, you will be represented by the law firms listed above in the answer to Question No. 15. You will not be charged a fee for the services of such counsel and any other Class Counsel. Rather, counsel will be paid, if at all, from some portion of whatever money they may ultimately recover for you and other members of the Settlement Classes. If you want to be represented by your own lawyer, you may hire one at your own expense.

However, you must submit a timely Settlement Claim Form (see answer to Question No. 13, above) in order to be considered for any monetary benefit from the Settlement Funds.

#### **20. What is the effect of the Court's final approval of the Settlements?**

If the Court grants final approval of the Settlements, the Settlements will be binding as to all members of the six Settlement Classes. By remaining part of these Settlement Classes, if finally approved, you will give up any claims against FFP, FXI, Future Foam, Hickory Springs, Mohawk, and Woodbridge relating to all claims known and unknown, asserted or un-asserted, arising out of or relating to claims made or which could have been made on the same or similar facts in this case. If the Court grants final approval of only some of the settlement agreements, then only those approved agreements will be binding. For example, if a settlement agreement is not finally approved, then you do not give up any claims against the Defendant whose agreement was not finally approved.

Upon final certification of the Settlement Classes, all claims in the Class Action against FFP, FXI, Future Foam, Hickory Springs, Mohawk, and Woodbridge shall be solely those of the Settlement Class.

#### **21. Where do I get additional information?**

For more detailed information concerning matters relating to the *In re Polyurethane Foam Antitrust Litigation*, you may wish to review the Court's Class Certification Memorandum Order dated April 16, 2014. For more detailed information concerning

matters relating to the Settlements, you may wish to review: the Long-Form Settlement Agreement Between the Direct Purchaser Class and Defendant FFP Holdings, LLC dated May 4, 2015; the Long-Form Settlement Agreement Between the Direct Purchaser Class and Defendant Foamex Innovations, Inc. dated March 27, 2015; the Amendment to Long-Form Settlement Agreement Between the Direct Purchaser Class and Defendant Foamex Innovations, Inc. dated May 8, 2015; the Long-Form Settlement Agreement Between the Direct Purchaser Class and Defendant Future Foam, Inc. dated May 11, 2015; the Long-Form Settlement Agreement Between the Direct Purchaser Class and Defendant Hickory Springs Manufacturing Company dated May 8, 2015; the Long-Form Settlement Agreement Between the Direct Purchaser Class and Defendant Mohawk Industries, Inc. dated May 8, 2015; the Long-Form Settlement Agreement Between the Direct Purchaser Class and Defendants Woodbridge Foam Corporation, Woodbridge Sales & Engineering, Inc., and Woodbridge Foam Fabricating, Inc. dated May 4, 2015; and the Court's Order entered May 20, 2015. These documents are available on the Settlement Website, [www.flexiblepolyurethanefoamsettlement.com](http://www.flexiblepolyurethanefoamsettlement.com). The website also contains answers to "Frequently Asked Questions," as well as more information about the case. These documents and other more detailed information concerning the matters discussed in this Notice may be obtained from the pleadings, orders, transcripts of hearings and other proceedings, and other documents filed in these actions, all of which may be inspected free of charge during regular business hours at the Office of the Clerk of the Court, located at the following address:

United States District Court  
James M. Ashley and Thomas W. L. Ashley U.S. Courthouse  
1716 Spielbusch Avenue  
Toledo, OH 43604

You may also obtain more information by calling the toll-free helpline at 1-888-331-9196, or contact the Notice Administrator at:

*In re Polyurethane Foam Antitrust Litigation*  
c/o GCG  
P.O. Box 9907  
Dublin, OH 43017-5807

If your present address is different from the address on the envelope in which you received this Notice, or if you did not receive this Notice directly but believe you should have, please call the toll-free helpline.

**PLEASE DO NOT CONTACT DEFENDANTS OR THE COURT FOR  
INFORMATION REGARDING THIS LAWSUIT.**

Dated: May 20, 2015

**The Honorable Jack Zouhary**