

LONG FORM LEGAL NOTICE
OF FLEXIBLE POLYURETHANE FOAM SETTLEMENTS

THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO

**If You Purchased a Product That Contains Flexible Polyurethane Foam,
Such as a Mattress, a Couch, or Carpet Padding,
You Could Be Eligible to Receive Money by Participating in Nine
Proposed Class Action Settlements
Valued at \$151,250,000.**

Si usted compró un producto que contiene espuma de poliuretano, por ejemplo un colchón, un sofá, o relleno de alfombras, usted podría ser elegible para nueve demandas colectivas y soluciones que valen hasta \$151,250,000. Para recibir una notificación en español, por favor de llamar o visitar nuestra página web.

A Federal Court authorized this notice. You are not being sued and this is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY AS YOUR RIGHTS WILL BE
AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

Notice was previously published of the Court's decision to certify as a class action a lawsuit alleging that producers of flexible polyurethane foam conspired to raise the prices of and allocate markets for flexible polyurethane foam and flexible polyurethane foam products. That prior notice provided the opportunity to remain in the Class or request exclusion from it.

This Notice is to advise you of nine (9) Settlements that have been entered into since that earlier notice and to explain the principal terms of those Settlements and your rights in connection with them. **Members of the Settlement Classes can file a Proof of Claim now to get a payment from all nine (9) Settlements.**

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS:	
TAKE NO ACTION	You do not have to take any action now to remain part of the Settlement Classes; however, to receive money, you must file a claim.
SUBMIT A CLAIM FORM	To receive money from the Settlement Funds, you will need to file a claim form by February 29, 2016 . (See Question 9 below.)
OBJECT	If you do not like an aspect of any of these Settlements, you may write to the Court by November 13, 2015 . (See Question 11 below.)
GO TO THE COURT'S HEARING	If you submit an objection, you may also speak about your objection at the Court hearing on December 15, 2015 at 10:00 a.m. (See Questions 11, 17, 18, and 19 below.)
EXCLUDE YOURSELF	You may exclude yourself from any or all of these Settlements by November 25, 2015 . (See Question 6 below.)

- This Notice is given under Rule 23 of the Federal Rules of Civil Procedure and by Order of the United States District Court for the Northern District of Ohio (the “Court”).
- There is a class action lawsuit pending involving flexible polyurethane foam bought indirectly from Carpenter Co., Domfoam International, Inc., FFP Holdings LLC (f/k/a Flexible Foam Products, LLC and f/k/a Flexible Foam Products, Inc.), FXI Holdings, Inc., Foamex International, Inc., Future Foam, Inc., Hickory Springs Manufacturing Company, Mohawk Industries, Inc., Leggett & Platt, Incorporated, Scottdel Inc., Valle Foam Industries, Inc., Vitafoam Products Canada Limited, Vitafoam, Inc., Woodbridge Foam Corporation, Woodbridge Sales & Engineering, Inc., or Woodbridge Foam Fabricating, Inc. The lawsuit is known as *In re Polyurethane Foam Antitrust Litigation*, 10-MD-2196, MDL No. 2196, and is pending in the United States District Court for the Northern District of Ohio in Toledo. The lawsuit alleges the above-identified companies, called Defendants, conspired with each other and also other named and unnamed flexible polyurethane foam producing companies to allocate markets and to fix prices for flexible polyurethane foam used in bedding, carpet underlay, and upholstered furniture. All of the Defendants deny these allegations and deny they are liable to Plaintiffs in any way.
- On April 16, 2014, the Court decided this lawsuit could proceed as a class action under the laws of twenty-nine states and the District of Columbia on behalf of a “Class” or group of people and entities that may include you. The states include: Alabama, Arizona, California, Colorado, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Vermont, West Virginia, and Wisconsin, as well as the District of Columbia.
- The Court previously approved Settlements with two of the Defendants in the lawsuit: Valle Foam Industries, Inc. and Domfoam International, Inc. Nine additional Settlements have been reached by the Class with these Defendants: (1) Carpenter Co. (“Carpenter”), (2) FFP Holdings LLC (f/k/a Flexible Foam Products, LLC and f/k/a Flexible Foam Products, Inc.) (“FFP”), (3) Future Foam Inc. (“Future Foam”), (4) FXI Holdings Inc. (formerly known as Foamex Innovations, Inc.) (“FXI”), (5) Hickory Springs Manufacturing Company (“Hickory Springs”), (6) Leggett & Platt, Incorporated (“Leggett”), (7) Mohawk Industries, Inc. (“Mohawk”), (8) Vitafoam Products Canada Limited and Vitafoam, Inc. (collectively, “Vitafoam”), and (9) Woodbridge Foam Corporation, Woodbridge Sales & Engineering, Inc., and Woodbridge Foam Fabricating, Inc. (collectively “Woodbridge”) (the “Additional Settling Defendants”), and the lawsuit will not proceed against them. The Settlements with the Additional Settling Defendants were reached on April 30, 2015 (Mohawk), May 8, 2015 (Woodbridge), May 18, 2015 (Leggett), May 22, 2015 (Carpenter), June 11, 2015 (Hickory Springs), June 15, 2015 (Vitafoam), July 17, 2015 (FFP), July 24, 2015 (Future Foam), and July 24, 2015 (FXI). On July 31, 2015, the Court granted preliminary approval of these Settlements and directed this Notice be disseminated to the Settlement Classes.

- Your legal rights are affected whether you act or don't act. This Notice includes information on the Settlements with Carpenter, FFP, Future Foam, FXI, Hickory Springs, Leggett, Mohawk, Vitafoam, and Woodbridge. You may be included in these Settlements if:
 - you bought, not for resale, any upholstered furniture (for example, a sofa with foam cushions), or carpet underlay (also known as carpet padding or carpet cushion), or bedding product (for example, mattresses, mattress toppers, or pillows) containing flexible polyurethane foam that was manufactured in the United States; and
 - which you purchased during the time period January 1, 1999 to August 1, 2015; and
 - which you purchased in one of the following states: Alabama, Arizona, California, Colorado, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Vermont, West Virginia, Wisconsin or the District of Columbia.

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BASIC INFORMATION

1. Why is there a notice?

This Notice is to inform you of the class action lawsuit and settlements with Carpenter, FFP, Future Foam, FXI, Hickory Springs, Leggett, Mohawk, Vitafoam, and Woodbridge, so that you can make an informed decision whether you should remain a member of the Settlement Classes, exclude yourself from any or all of the Settlement Classes, or comment on these proposed Settlements.

The Court has granted preliminary approval of all nine (9) Settlements but has not decided the merits of any claims or defenses. The Court has directed that this Notice be issued to provide

information so that you can decide what action you may want to take in connection with these Settlements. If the Court grants final approval of these Settlements, then settlement funds for each of the Settlements approved (see Question 8 below) will be established and distributed pursuant to a Plan of Allocation to be approved by the Court.

In its Class Certification Memorandum Opinion and Order dated April 9, 2014, and its Order Certifying Class Action and Appointing Class Counsel dated April 16, 2014, the Court decided this lawsuit could proceed as a class action on behalf of a group of people and entities (the “Class”) that may include you.

Nothing in this Notice in connection with these Settlements (the “Notice”), or the Court’s orders granting class certification, expresses any opinion by the Court as to the merits of the claims or defenses asserted by any parties in the litigation. Instead, the Court has ordered issuance of this Notice to provide the Class with important information so that you may make an informed decision regarding your legal rights in connection with these Settlements.

2. What is a Class Action and who filed the lawsuit?

The lawsuit was filed as a “Class Action.” In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. The Court has appointed as Class Representatives Greg Beastro, Seth Brown, Susan Gomez, Henry Johs, Joseph Lord, Kirsten Luenz, Gerald & Kathleen Nolan, Kory Pentland, Jonathan Rizzo, Michael Schwartz, Larry Scott, Catherine Wilkinson, Jeffrey S. Williams, and Driftwood Hospitality Management, LLC (as authorized managing agent for the following entities that own/operate, or that formerly owned/operated, hotels in various states, including: (1) Genwood Memphis I, LLC, owner/operator of the Crowne Plaza Memphis, formerly the Wyndham Garden Hotel Memphis, in Memphis, Tennessee; (2) GFII DVI Cardel Doral, LLC, former owner/operator of the Hampton Inn & Suites Doral, in Miami, Florida; (3) Brad-Sum Colorado Springs, LLC, former owner/operator of the Summerfield Suites Colorado Springs, formerly the Bradford Homesuites Colorado Springs, in Colorado Springs, Colorado; (4) GFII DVI Cardel Sawgrass, LLC, owner/operator of the Crowne Plaza at Sawgrass, in Sunrise, Florida; (5) GFII DVI Cardel Colorado Springs, LLC, formerly Brad-Sum Centennial, LLC, owner/operator of the Staybridge Suites Denver Tech Center, formerly the Bradford Homesuites Centennial, in Centennial, Colorado; (6) DHM Chicago Hotel LP and DHM Chicago Hotel Lessee LP, owner and operator, respectively, of the Avenue Crowne Plaza Chicago Downtown, formerly The Avenue Chicago, formerly Radisson Chicago, in Chicago, Illinois; (7) DVI Kauai Hotel, LLC, owner and operator of the Radisson Kauai Beach Resort in Lihue, Hawaii; and (8) DHM Minneapolis Hotel, LLC, owner and operator of the Crowne Plaza North in Brooklyn Center, Minnesota), and The Parker Company, LLC d/b/a The Parker Company (as authorized agent for Met 2 Hotel LLC); Bachelor Gulch Properties, LLC; MPE Hotel I (Washington), LLC; and New York Hotel Tenant Co., LLC. The people who filed the lawsuit are called the Plaintiffs and companies that are sued are called the Defendants.

Plaintiffs in this class action have reached settlements with all Defendants. If the Court grants final approval of the Settlements, the Net Settlement Amounts will be distributed according to the Plan of Allocation. If the Settlements are not granted final approval, the case will proceed to trial against any Defendants whose Settlement was not approved. If Plaintiffs obtain money or benefits as a result of a trial or future settlement, you will be notified about how to ask for a

share or what your other options are at that time. These things are not known right now. Important information about the case, as it becomes available, will be posted on the website www.PolyFoamClassAction.com. Please check the website to be kept informed about any future developments.

3. Who are the Defendants?

The Defendant companies include: Carpenter Co., Domfoam International, Inc., FFP Holdings LLC (f/k/a Flexible Foam Products, LLC and f/k/a Flexible Foam Products, Inc.), FXI Holdings, Inc., Future Foam, Inc., Hickory Springs Manufacturing Co., Mohawk Industries, Inc., Leggett & Platt, Incorporated, Scottdel Inc., Valle Foam Industries, Inc., Vitafoam Products Canada Limited, Vitafoam, Inc., Woodbridge Foam Corporation, Woodbridge Sales & Engineering, Inc., and Woodbridge Foam Fabricating, Inc.¹

4. What is this lawsuit about?

This case is about whether certain manufacturers of flexible polyurethane foam, which is used in upholstered furniture, carpet underlay (also called carpet padding or carpet cushion), and bedding (for example, mattresses, mattress toppers, or pillows) conspired to raise the prices of flexible polyurethane foam. Plaintiffs contend that Defendants' actions violated numerous States' antitrust and consumer protection laws. By Orders dated April 9, 2014 and April 16, 2014, the Court decided this lawsuit could proceed as a class action on behalf of a "Class", or group of people and entities, that may include you.

The parties have vigorously litigated the suit for several years, including many motions and an interlocutory appeal. The Defendants deny these claims and deny they are liable to the Class. If the Court does not approve these Settlements, and this case goes to trial, the lawyers for the Class will have to prove their claims against the Defendants.

The Court has not decided who is right or wrong and nothing in this Notice or the Court's orders permitting this case to proceed as a class action expresses any opinion by the Court as to whether the Class will ultimately be successful on their claims or whether Defendants are in any way liable to the Class.

THE SETTLEMENT CLASSES

5. How do I know if I am part of the Settlement Classes?

By Orders dated April 9, 2014 and April 16, 2014, the Court ordered that the lawsuit could proceed as a class action on behalf of the Class. If you meet the definition below and did not previously timely request to be excluded from the Class, you are a member of the Settlement Class for each of these Settlements, defined as:

¹ These companies, along with Louis Carson and David Carson, are the Defendants in the lawsuit. The following entities have been voluntarily dismissed from the litigation without prejudice: Ohio Decorative Products, Inc.; Inoac International Co., Ltd.; Inoac USA Inc.; Inoac Corporation; Crest Foam Industries, Inc.; and Otto Bock Polyurethane Technologies, Inc.

All persons or entities in Alabama, Arizona, California, Colorado, [the] District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Vermont, West Virginia, and Wisconsin who purchased products containing flexible polyurethane foam [“product” here defined to include only carpet underlay, bedding, and upholstered furniture products], not for resale, which were manufactured, produced or supplied by Defendants or their unnamed co-conspirators from January 1, 1999 to the present.²

EXCLUSIONS

Excluded from the Class are governmental entities, Defendants, their co-conspirators and their representatives, parents, subsidiaries and affiliates.

You are included in the Settlement Classes only if you purchased flexible polyurethane foam “indirectly,” meaning (1) you did not purchase flexible polyurethane foam directly from any of the Defendants, but instead bought a product from a store or company other than one of the Defendants that incorporated flexible polyurethane foam made by one of the Defendants and (2) only if you purchased the product not for resale to another person or entity.

6. What are my options if I am a member of the Settlement Classes?

If you are included in the Settlement Classes, you will need to decide whether to: (1) stay in each Settlement Class, or (2) ask to be excluded from some or all of the Settlement Classes.

To stay in the Settlement Classes, you do not need to do anything at this time. You will be legally bound by all orders and judgments of the Court and will also be bound by the Releases applicable to each Defendant. Thus, you won’t be able to sue, or continue to sue, the Additional Settling Defendants as part of any other lawsuit for conspiring to fix prices or allocate customers of flexible polyurethane foam or flexible polyurethane foam products.

If you do not want to participate in some or all of these Settlements, you may request to exclude yourself from some or all of the Settlement Classes. If you exclude yourself from a Settlement Class, you will not be bound by or benefit from that Settlement, if approved by the Court, or any other Court orders relating to that Settlement, but you keep your right, on your own, to sue or otherwise resolve your claims, if any, against that Additional Settling Defendant.

Requests to Exclude must be in writing and received by November 25, 2015. Your letter **MUST** include the following:

- Your name, address, and telephone number;

² By Amendments to the several Settlement Agreements, the Class Period was modified to be January 1, 1999 to August 1, 2015.

- A statement explaining which Settlement Classes you want to be excluded from (for example, “I want to be Excluded from all Settlement Classes” or “I want to be Excluded from the Carpenter and Hickory Springs Settlement Classes” in *In re Polyurethane Foam Antitrust Litigation*, MDL No. 2196);
- A list of the upholstered furniture, carpet underlay, and/or bedding products you purchased that contain flexible polyurethane foam;
- The dates of your purchases of the upholstered furniture, carpet underlay, and/or bedding products containing flexible polyurethane foam for each item in your list;
- The amounts you paid for the upholstered furniture, carpet underlay, and/or bedding products containing flexible polyurethane foam for each item in your list;
- The States in which you purchased the upholstered furniture, carpet underlay, and/or bedding products containing flexible polyurethane foam for each item in your list; and
- Your signature.

FAILURE TO INCLUDE ALL OF THIS INFORMATION IN YOUR REQUEST FOR EXCLUSION WILL RESULT IN YOUR REQUEST NOT BEING VALID AND YOU WILL CONTINUE TO BE A MEMBER OF THESE SETTLEMENT CLASSES.

You must mail your exclusion request to be **received** no later than **NOVEMBER 25, 2015** to:

In re Polyurethane Foam Antitrust Litigation
Exclusions
3410 West Hopkins Street
P.O. Box 170500
Milwaukee, WI 53217

You can obtain more information at www.PolyFoamClassAction.com.

7. Why is there a Settlement?

There has not yet been a determination of the merits of this case. Defendants deny the allegations and deny they are liable to the Class. Class Counsel has investigated the facts and law regarding the Class Representatives’ claims and the Additional Settling Defendants’ defenses. The parties engaged in lengthy, detailed negotiations to reach these Settlements. The Class Representatives and Class Counsel recommend these Settlements as being in the best interests of the members of the Settlement Classes.

8. What do the Settlements provide?

The Court has granted preliminary approval of these Settlements and directed that this Notice be provided to members of the Settlement Classes. The Settlements total \$151,250,000 which, after the payment of Court-approved attorneys’ fees, reimbursement of litigation expenses, cost of notice, incentive awards (if any) to Class Representative Plaintiffs, and costs and fees associated with Claims Administration, will be used to pay eligible claimants according to a Plan of

Allocation to be approved by the Court. It is possible that any money remaining after claims are paid will be distributed to charities or other beneficiaries approved by the Court.

- Carpenter has agreed to pay \$63,500,000 to a fund to compensate members of the Carpenter Settlement Class.
- FFP has agreed to pay \$2,750,000 to a fund to compensate members of the FFP Settlement Class.
- Future Foam has agreed to pay \$10,500,000 to a fund to compensate members of the Future Foam Settlement Class.
- FXI has agreed to pay \$9,000,000 to a fund to compensate members of the FXI Settlement Class and has also agreed to a separate payment of \$500,000 solely for the costs of providing Notice to the Settlement Class and for Notice Administration.
- Hickory Springs has agreed to pay \$10,250,000 to a fund to compensate members of the Hickory Springs Settlement Class.
- Leggett & Platt has agreed to pay \$26,500,000 to a fund to compensate members of the Leggett & Platt Settlement Class.
- Mohawk has agreed to pay \$16,000,000 to a fund to compensate members of the Mohawk Settlement Class.
- Vitafoam has agreed to pay \$2,750,000 to a fund to compensate members of the Vitafoam Settlement Class.
- Woodbridge has agreed to pay \$9,500,000 to a fund to compensate members of the Woodbridge Settlement Class.

The above amounts are being paid by the Additional Settling Defendants in exchange for releases of all claims that have been or could have been brought against them under the laws of the states listed in the class definition and the District of Columbia in connection with their alleged conduct relating to the conspiracy to fix prices of flexible polyurethane foam, allocate markets or customers, or alleged conduct relating to unfair and deceptive practices in connection with the sale of flexible polyurethane foam to indirect purchasers (“Releases”). The Releases are set forth in full as part of the Proof of Claim form required to be signed under oath in order to participate in these Settlements.

More details are in the Settlement Agreements and Releases, available at www.PolyFoamClassAction.com.

9. How can I get a payment?

You must submit a Claim Form to get a payment. In order to participate and receive a portion of the Settlement funds created as a result of these Settlements, according to the Plan of Allocation approved by the Court, members of the Settlement Classes will need to follow the procedures

and submit a Proof of Claim Form, which is available at www.PolyFoamClassAction.com, or by calling 1-866-302-7323, or by writing to:

In re Polyurethane Foam Antitrust Litigation
P.O. Box 170500
Milwaukee, WI 53217

10. What am I giving up to remain in the Settlement Classes?

If the settlements with Carpenter, FFP, Future Foam, FXI, Hickory Springs, Leggett, Mohawk, Vitafoam, and Woodbridge become final, you will give up your right to sue those Defendants and their corresponding Releasees (as defined in their respective Settlement Agreements) for the claims being resolved by those Settlements. The specific claims you are giving up against Carpenter, FFP, Future Foam, FXI, Hickory Springs, Leggett, Mohawk, Vitafoam, and Woodbridge, and their corresponding Releasees are described in their respective Settlement Agreements, available at www.PolyFoamClassAction.com. Unless you exclude yourself, you are “releasing” your claims against the Additional Settling Defendants, whether or not you submit a claim for a portion of the Settlement funds.

11. What if I have objections to the Settlements?

If you are a member of one or more of the Settlement Classes and you have not requested to exclude yourself, you have a right to object to the final approval of any of these Settlements. To do so, you must file a written objection with Class Counsel and the Court at the addresses listed below to be **received** not later than **November 13, 2015**.

Your written objection must include:

- Your name, address, telephone number, and a detailed explanation of the basis for your objection;
- The case name and number: *In re Polyurethane Foam Antitrust Litigation*, Case No. 10-MD-2196;
- A list of the upholstered furniture, carpet underlay, and/or bedding products you purchased that contain flexible polyurethane foam;
- The dates of your purchases of the upholstered furniture, carpet underlay, and/or bedding products containing flexible polyurethane foam for each item in your list;
- The amounts you paid for the upholstered furniture, carpet underlay, and/or bedding products containing flexible polyurethane foam for each item in your list;
- The States in which you purchased the upholstered furniture, carpet underlay, and/or bedding products containing flexible polyurethane foam for each item in your list;
- All documentation relating to the purchases for each item in your list; and
- Your signature.

The letter must be **received** by **NOVEMBER 13, 2015** at both of these addresses:

COURT	CLASS COUNSEL
Clerk of the Court U.S. District Court Northern District of Ohio United States Courthouse 1716 Spielbusch Avenue Toledo, OH 43604	Marvin A. Miller Miller Law LLC 115 S. LaSalle Street, Suite 2910 Chicago, IL 60603

You have a right to appear at the Final Approval Hearing and may be heard by the Court. You can appear in person or by counsel. If you intend to appear, then you must notify Class Counsel and the Court in writing of your intent to do so. **This notification must be received by Class Counsel and the Court at the addresses listed above not later than November 13, 2015.**

12. What is the difference between objecting and excluding?

Objecting is telling the Court you don't like something about the Settlements, the Plan of Allocation, Class Counsel's request for fees and expenses, or the proposed incentive awards for the Class Representatives. You can object to these things only if you remain in the Settlement Class for the Settlement to which you are objecting and do not exclude yourself from that Settlement. Excluding yourself from a Settlement is telling the Court you don't want to be a part of the Settlement or the Settlement Class at all. If you exclude yourself from a Settlement, you have no right to object to the Settlement, because it no longer affects you.

INTERACTION BETWEEN THE CLASS AND THE SETTLEMENT CLASSES

13. Can I remain in the Class and opt out of the Settlement Classes?

Yes. If you did not request exclusion from the Class in accord with the earlier notice, you cannot do so now. You remain a member of the Class, but you can request to exclude yourself *only* from one or more of the Settlement Classes. However, if you opt out of a Settlement Class, you can only pursue your claims, if any, individually against that Settling Defendant.

14. Can I remain in the Settlement Classes and opt out of the Class?

No. If you did not previously exclude yourself from the Class, then you remain a member of the Class. If you do not request exclusion from one or more of the Settlement Classes, you will be included in those Settlement Classes from which you did not opt out, and you will be bound by any future judgments of the Court.

THE LAWYERS REPRESENTING YOU

15. Who represents me in this case?

The Court appointed Marvin A. Miller of Miller Law LLC, 115 S. LaSalle Street, Suite 2910, Chicago, IL 60603, as "Class Counsel" to represent you. You do not have to pay Class Counsel or anyone else to participate. Instead, if Class Counsel recovers money or benefits for the Class,

they will ask the Court for an award of attorneys' fees and costs, which will be deducted from any money recovered for the Class. You may hire your own lawyer to appear in Court for you, but if you do, you are responsible for paying that lawyer.

16. How will the lawyers be paid?

The Court will decide how much Class Counsel will be paid. On or before October 1, 2015, Class Counsel intends to file a fee petition and request an amount not to exceed thirty percent (30%) of the proceeds of these Settlements. Class Counsel also will seek reimbursement of their costs and expenses incurred for the prosecution of the litigation and for providing notice to the Settlement Classes in an amount not to exceed \$8,200,000. Class Counsel also will request the Court to award incentive payments in an aggregate amount not to exceed \$285,000 to be paid to the Class Representatives who helped the lawyers on behalf of the putative Classes; these Incentive payments are in addition to amounts Class Representatives may receive for claims under the Settlements. The fees, costs, expenses, and incentive awards will come from the proceeds of these Settlements. Any attorneys' fees and reimbursement of costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable.

THE COURT'S FINAL APPROVAL HEARING

17. When and where will the Court decide whether to approve these Settlements?

The Court will hold a hearing to decide whether to approve the nine (9) proposed Settlements. The hearing will be at 10:00 a.m. on December 15, 2015, in the Ashley U.S. Courthouse, 1716 Spielbusch Avenue, Toledo, Ohio 43604. **The Court may change the date, time, or location of the hearing without further notice. To obtain the most up-to-date information regarding the hearing date and location, please visit www.PolyFoamClassAction.com, or call 1-866-302-7323.**

At this Hearing, the Court will consider whether the Carpenter, FFP, Future Foam, FXI, Hickory Springs, Leggett, Mohawk, Vitafoam, and Woodbridge Settlements are fair, reasonable, and adequate and whether to approve the proposed Plan of Allocation. The Court will also consider Class Counsel's request for attorneys' fees and reimbursement of expenses, and the request for incentive awards for the Class Representatives. If there are objections to any of these Settlements or to Class Counsel's requests for fees and expenses, or the request for incentive awards for the Class Representatives, the Court will consider them at that time.

After the Hearing, the Court will decide whether to approve these Settlements. The Court's decision may be appealed. We do not know how long these decisions will take. Please be patient.

18. Do I have to come to the Hearing?

No. Class Counsel will answer questions the Court may pose. But you may come at your own expense if you wish. If you send an objection, you don't have to come to Court to talk about it. So long as you submitted your written objection on time, to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. If you want your own lawyer to speak on your behalf at the Final Approval Hearing, your lawyer must first file a "Notice of Appearance" with the Court. The Notice of Appearance should include your

name, address, telephone number, your lawyer's name, address, telephone number, and signature, and the name and number of the litigation: *In re Polyurethane Antitrust Litigation*, MDL Docket No. 2196 (N.D. Ohio). In the Notice of Appearance, your lawyer should state that he or she wishes to enter an appearance at the Final Approval Hearing. The Notice of Appearance must be filed with the Clerk of the Court for the Northern District of Ohio by November 13, 2015, and served by that date on Class Counsel at the addresses listed above in Question 11.

19. May I speak at the Hearing?

Yes. If you timely submitted an objection as outlined in Question 11, you may appear at the Hearing, either on your own or through an attorney you hire (see Question 18), to present any evidence or argument that the Court decides is proper and relevant.

20. How can I get more information?

This Notice summarizes the lawsuit and these Settlements. If you have questions, or want more details, or want to see other documents describing this lawsuit and your rights, visit www.PolyFoamClassAction.com, call 1-866-302-7323, or write to:

In re Polyurethane Foam Antitrust Litigation
P.O. Box 170500
Milwaukee, WI 53217

**DO NOT CONTACT THE COURT OR DEFENDANTS' COUNSEL WITH INQUIRIES
ABOUT THIS NOTICE OR THE SETTLEMENTS**