

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

**TO:** 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, not for resale, products [“product” here defined to include only carpet underlay, bedding, and upholstered furniture products] containing flexible polyurethane foam manufactured, produced or supplied by Defendants or their unnamed co-conspirators from January 1, 1999 to the present.

**If You Purchased Certain Products—Upholstered Furniture, Carpet Underlay (also known as carpet padding or carpet cushion), or Bedding Products (for example, mattresses or pillows)—Containing Flexible Polyurethane Foam, You May Be Eligible to Participate in Settlements Valued at \$128,500,000.**

**Si usted compró Cojín Alfombra, Ropa de cama (por ejemplo, colchones o almohadas), o muebles tapizados que Contienen espuma de poliuretano, una demanda colectiva y solución puede afectar sus derechos. Para una notificación en Español, llamar o visitar nuestro website.**

*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.**

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 six (6) 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 six (6) Settlements.**

- 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-Foamex Innovations, Inc., Foamex International, 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., or Woodbridge Foam

Fabricating, Inc. The lawsuit is known as *In re Polyurethane Foam Antitrust Litigation*, 10-MD-2196 (JZ), MDL No. 2196, and is pending in the United States District Court for the Northern District of Ohio in Toledo. The lawsuit alleges that the above-identified companies, called Defendants, conspired with each other and other named and unnamed flexible polyurethane foam producing companies to allocate markets and to fix prices for flexible polyurethane foam which is used in bedding, carpet underlay, and upholstered furniture. All of the Defendants deny these allegations and/or that they are liable to Plaintiffs in any way.

- On April 16, 2014, the Court decided that 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.
- A partial settlement previously was reached with two of the Defendants, Valle Foam Industries, Inc. and Domfoam International, Inc. On April 4, 2015, the Court granted final approval of that settlement. New Settlements (the “Settlements”) have been reached by the Class with Carpenter Co. (“Carpenter”), Hickory Springs Manufacturing Company (“Hickory Springs”), Leggett & Platt, Incorporated (“Leggett”), Mohawk Industries, Inc. (“Mohawk”), Vitafoam Products Canada Limited, Vitafoam, Inc. (collectively, “Vitafoam”), 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 litigation is continuing against all other Defendants (the “Non-Settling Defendants”) and is scheduled for trial in October 2015.
- The Settlements with the Additional Settling Defendants were reached on April 30, 2015 (Mohawk), May 8, 2015 (Woodbridge), May 18, 2015 (Leggett), and May 22, 2015 (Carpenter), June 11, 2015 (Hickory Springs), and June 15, 2015 (Vitafoam), respectively. On [DATE], 2015, the Court granted preliminary approval of the Settlements and directed that 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, Hickory Springs, Leggett, Mohawk, Vitafoam, and Woodbridge. If you bought, not for resale, upholstered furniture (e.g., sofas, chairs, etc.), carpet underlay (also called carpet padding or carpet cushion), or bedding products (e.g., mattresses, pillows, or mattress toppers), in the above-listed states between January 1, 1999 and the present, and the purchased product(s) contain flexible polyurethane foam made by any of the Defendants or their unnamed co-conspirators, you could be a member of the Settlement Classes (described in Question 5 below).

<b>WHAT ARE MY OPTIONS?</b>	
<b>TAKE NO ACTION</b>	You do not have to take any action now to remain part of the Settlement Classes.

<b>SUBMIT A PROOF OF CLAIM</b>	If you wish to make a claim against the Settlement Funds, you will need to file a claim by [DATE] in order to receive money from any of the Settlements. (See Question 9 below.)
<b>OBJECT</b>	If you do not like any aspect of any of the Settlements, you may write to the Court by [DATE]. (See Question 12 below.)
<b>GO TO THE COURT'S HEARING</b>	If you submit an objection, you may also speak about your objection at the hearing on [DATE]. (See Questions 12, 17, 18, and 19 below.)
<b>EXCLUDE YOURSELF</b>	Exclude yourself from any or all of the Settlements by [DATE]. (See Question 6 below.)

**BASIC INFORMATION**

**1. Why is there a notice?**

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

The Court has granted preliminary approval of all six (6) Settlements but has not decided the merits of any claims or defenses. The Court has directed that this Notice be issued to provide you information so that you can decide what action you may want to take in connection with the Settlements. If the Court grants final approval of the 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 that 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 the 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 the 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 Greg Beastrom, 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, 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) as Class Representatives. The people who filed the lawsuit are called the Plaintiffs and companies that are sued are called the Defendants.

Although the Plaintiffs in this class action have reached settlements with certain Defendants, the case is continuing against other Defendants. If the 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, as it becomes available, about the case will be posted on the website at <http://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-Foamex Innovations, 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.<sup>1</sup>

### **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, and bedding products, such as mattresses, mattress toppers, or pillows) conspired to raise the prices of flexible polyurethane foam. Plaintiffs contend

---

<sup>1</sup> 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.

that Defendants' actions violated numerous state antitrust and consumer protection laws. By Orders dated April 9, 2014 and April 16, 2014, the Court decided that 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 the allegations and/or that they are liable to the Class. If the Court does not approve the Settlements, and this case goes to trial, the lawyers for the Class will have to prove their claims against the Defendants. If the Court approves the Settlements, then this case will only go to trial against the Non-Settling 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 the Settlements, defined as:

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.

#### 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 that 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 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 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 [DATE], 2015.** Your letter **MUST** include the following:

- Your name, address, and telephone number;
- A statement saying that you want to be “Excluded from all Settlement Classes” or “Excluded from the Carpenter and/or Hickory Springs and/or Leggett and/or Mohawk and/or Vitafoam and/or Woodbridge Settlement Class(es)” for *In re Polyurethane Foam Antitrust Litigation*, MDL No. 2196;
- A list of the upholstered furniture, carpet underlay, and/or bedding product(s) (pillows, mattresses, etc.) you purchased that contain flexible polyurethane foam;
- The date(s) of your purchase(s) of the upholstered furniture, carpet underlay, and/or bedding product(s) containing flexible polyurethane foam for each item in your list;
- The amount(s) you paid for the upholstered furniture, carpet underlay, and/or bedding product(s) containing flexible polyurethane foam for each item in your list;
- The state(s) in which you purchased the upholstered furniture, carpet underlay, and/or bedding product(s) 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 THE SETTLEMENT CLASSES.**

You must mail your exclusion request to be **received** no later than **[DATE], 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 <http://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/or that 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 the Settlements. The Class Representatives and Class Counsel recommend the 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 the Settlements and directed that this Notice be provided to members of the Settlement Classes. The Settlements total \$128,500,000 which, after the payment of Court-approved attorneys' fees, reimbursement of litigation expenses, cost of notice, incentive awards, if any, to Class Representatives, 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.

- Carpenter has agreed to pay \$63,500,000 to a fund to compensate members of the Carpenter Settlement Class.
- 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 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 the Settlements.

More details are in the Settlement Agreements and Releases, available at <http://www.PolyFoamClassAction.com>.

**9. When can I get a payment?**

In order to participate and receive a portion of the Settlement funds created as a result of the Settlements with Carpenter, Hickory Springs, Leggett, Mohawk, Vitafoam, and Woodbridge, according to the Plan of Allocation approved by the Court, members of these Settlement Classes will need to follow the procedures and submit a Proof of Claim Form, which is available at <http://www.PolyFoamClassAction.com>, by calling 1-800-###-####, or by writing to:

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

The lawyers will continue to pursue the lawsuit against the Non-Settling Defendants to see if any future settlements or judgments can be obtained in the case and distributed together with the settlement funds from the Additional Settling Defendants, to reduce expenses.

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

If the settlements with Carpenter, Hickory Springs, Leggett, Mohawk, Vitafoam, and Woodbridge become final, you will give up your right to sue those Defendants and their corresponding Releases (as defined in their respective Settlement Agreements) about the claims being resolved by those Settlements. The specific claims you are giving up against Carpenter, Hickory Springs, Leggett, Mohawk, Vitafoam, and Woodbridge, and their corresponding Releases are described in their respective Settlement Agreements, available at <http://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. How will the lawyers be paid?**

The Court will decide how much Class Counsel will be paid. On or before [DATE], 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 \$[NUMBER]. Class Counsel also will request the Court to award incentive payments in an aggregate amount not to exceed \$[NUMBER] to be paid to the Class Representatives who helped the lawyers on behalf of the putative Classes. The fees, costs, expenses and incentive awards will come from the proceeds of the 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.

**12. What If I Have Objections to the Settlements?**

If you are a member 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 the 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 **[DATE], 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*, Index No. 10-MD-2196 (JZ);
- A list of the upholstered furniture, carpet underlay (padding or cushion), and/or bedding product(s) (pillows, mattresses, mattress toppers, etc.) you purchased that contain flexible polyurethane foam;
- The date(s) of your purchase(s) of the upholstered furniture, carpet underlay (padding or cushion), and/or bedding product(s) containing flexible polyurethane foam for each item in your list;
- The amount(s) you paid for the upholstered furniture, carpet underlay (padding or cushion), and/or bedding product(s) containing flexible polyurethane foam for each item in your list;
- The state(s) in which you purchased the upholstered furniture, carpet underlay (padding or cushion), and/or bedding product(s) containing flexible polyurethane foam for each item in your list;
- All documentation relating to the purchase(s) for each item in your list; and
- Your signature.

The letter must be **received** by **[DATE], 2015**, at:

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. **Such notification must be received by Class Counsel and the Court at the addresses listed above not later than [DATE], 2015.**

**13. What is the difference between objecting and excluding?**

Objecting is telling the Court that 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 that you don't want to be a part of the Settlement or the Settlement Class. 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**

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

Yes. If you did not request exclusion from the Class in accordance with the earlier notice, you cannot do so now and 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 the Settling Defendant whose class you opted-out of, and not as a member of the litigation Class.

**15. 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 for which you did not opt out, which may include the Carpenter, Hickory Springs, Leggett, Mohawk, Vitafoam, and Woodbridge Settlements, and you will be bound by any future judgments of the Court.

**THE LAWYERS REPRESENTING YOU**

**16. 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.

**THE COURT'S FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval Hearing at [TIME] on [DATE], 2015, at Courtroom [NUMBER] in the United States Courthouse, Toledo, Ohio. The Hearing may be moved to a different date or time without additional notice, so please check <http://www.PolyFoamClassAction.com> for any schedule updates.

At this Hearing, the Court will consider whether the Carpenter, 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 the Settlements or to Class Counsel's requests for fees and expenses, or 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 the 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 may consider it. You may also pay your own lawyer to attend, but it's 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 [DATE], and served by that date on Class Counsel at the addresses listed above in Question 12.

**19. May I speak at the Hearing?**

Yes. If you timely submitted an objection as outlined in Question 12, you may appear at the Hearing, either on your own or through an attorney you hire (see Question 16), 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 the Settlements. You can get more information about the lawsuit and Settlements at <http://www.PolyFoamClassAction.com>, by calling 1-800-###-####, or by writing to:

*In re Polyurethane Foam Antitrust Litigation*  
3410 West Hopkins Street  
P.O. Box 170500

Milwaukee, WI 53217

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