

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE: FIELDTURF ARTIFICIAL TURF
MARKETING AND SALES PRACTICES
LITIGATION

MDL NO. 2779

Civil Action No. 3:17-MD-02779-MAS-
TJB

FINAL JUDGMENT

This action having settled pursuant to the Settlement Agreement and Release (the “Settlement Agreement”) and the Court having entered an Order Granting Final Approval To Class Action Settlement (the “Final Order”) and an Order Granting Class Counsel’s Motion for Award of Attorneys’ Fees, Costs, and Service Awards, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

1. The Court fully and finally approves the Settlement in the form contemplated by the Settlement Agreement and Release and finds its terms to be fair, reasonable and adequate within the meaning of Fed. R. Civ. P. 23.
2. The Court directs the consummation of the Settlement pursuant to the terms and conditions of the Settlement Agreement and Release.
3. The Court, for the purposes of this Final Judgment, adopts all defined terms as set forth in the Settlement.

4. Pursuant to Fed. R. Civ. P. 23(a)(1)-(4) and 23(b)(3), the Court **CONFIRMS** the certification, for purposes of the Settlement and its administration and enforcement only, of the Class, as defined in the Class Action Agreement.
5. The Court **CONFIRMS** the appointment of Seeger Weiss LLP and The Moskowitz Law Firm, PLLC as Class Counsel for the Settlement Class, and Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. as Liaison Counsel for the Settlement Class.
6. The Court **CONFIRMS** Plaintiffs Borough of Carteret, County of Hudson, Levittown Union Free School District, Neshannock Township School District, Santa Ynez Valley Union High School District, State-Operated School District of the City of Newark, and City of Fremont as Settlement Class Representatives.
7. The Court **CONFIRMS** the appointment of Epiq Class Action & Claims Solutions, Inc. (“Epiq”) as Settlement Administrator.
8. The Court **GRANTS** Class Counsel’s request for attorneys’ fees and costs, and awards Class Counsel attorneys’ fees in the amount of \$6,480,648.14 and reimbursement of costs and expenses in the amount of \$1,844,351.86 to be paid by the Defendants in addition to the compensation available to the Class, according to the terms of the

Settlement. Consistent with the terms of the Settlement, and for the avoidance of any doubt, the Court permanently BARS and ENJOINS any claims against the Defendants for attorneys' fees (except as provided in the Settlement), expert, consultant, or other litigation fees or costs.

9. The Court awards the Settlement Class Representatives service awards of \$25,000 each to be paid by the Defendants in addition to the compensation available to the Class.
10. The Court hereby permanently **BARS** and **ENJOINS** the Settlement Class Representatives and any Class Member, and all persons acting on behalf of, or in concert or participation with such Settlement Class Representatives or Class Members (together the "Releasing Parties"), from: (a) filing, commencing, asserting, prosecuting, maintaining, pursuing, continuing, intervening in, participating in (as class members or otherwise), or receiving any benefits from any lawsuit, arbitration, or administrative, regulatory, or other proceeding or order in any jurisdiction based upon or asserting any or all of the Released Claims against one or more Released Party; (b) instituting, organizing class members in, joining with class members in, amending a pleading in or soliciting the participation of class members in any action, including

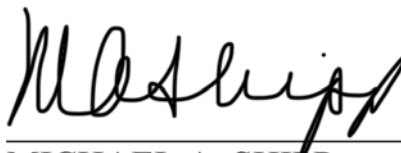
but not limited to a purported class action, in any court or other tribunal or forum against one or more Released Party based on, involving, or incorporating, directly or indirectly, any or all of the Released Claims, and (c) filing, commencing, asserting, prosecuting, maintaining, pursuing, continuing, intervening in, participating in (as class members or otherwise) or receiving any benefits from any lawsuit, arbitration, or administrative, regulatory, or other proceeding or order in any jurisdiction based on an allegation that the Defendants' compliance with the provisions of the Settlement violates any legal right of any Class Member.

11. With respect to the effect of this Final Judgment on persons and entities eligible for membership in the Class, only those persons and entities who timely submitted valid requests to opt out of the Class are not bound by the Final Approval Order or this Final Judgment, and any such excluded persons and entities are not entitled to any recovery from the Settlement.
12. The Final Judgment is final as to all Released Claims of all Releasing Parties, and the Clerk is directed to enter Judgment thereon, without costs to any Party except as provided in this Final Judgment, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

13. All claims against the Defendants in the Action are hereby dismissed on the merits and with prejudice, without fees or costs to any party, other than as specified in the Final Approval Order, this Final Judgment, and the Settlement.
14. The Court will retain continuing and exclusive jurisdiction over the Parties and the Action for the reasons and purposes set forth in this Final Judgment and the Final Approval Order. Without in any way affecting the finality of the Final Approval Order and this Final Judgment, this Court expressly retains exclusive jurisdiction as to all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement, the Final Approval Order and this Final Judgment, and for any other necessary purpose.

DONE and ORDERED in Chambers in Trenton, New Jersey, this

13th day of December, 2024.



MICHAEL A. SHIPP
UNITED STATES DISTRICT JUDGE