

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

**A class action settlement may affect your rights if you purchased a Duraspine artificial turf field from FieldTurf**

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

A settlement has been reached in a class action lawsuit alleging FieldTurf USA Inc., FieldTurf, Inc., FieldTurf Tarkett SAS, and Tarkett Inc. (**collectively “FieldTurf”**) marketed and sold Duraspine turf fields that were allegedly defective and that FieldTurf supposedly knew of the defect but failed to tell customers when selling the product. FieldTurf denies Plaintiffs’ allegations, and this settlement is not an admission of any wrongdoing by FieldTurf. Plaintiffs and Defendants agreed to enter into this Settlement to avoid the uncertainties, delays, and expenses of ongoing litigation, while providing class members defined below, with definite benefits now.

**The purpose of this notice is to inform you of the class action and the proposed Settlement so that you may decide whether to participate, opt out, or object.**

**QUICK SUMMARY OF SETTLEMENT**

**WHO’S INCLUDED?** FieldTurf’s records indicate that you may be a member of the “Settlement Class” at issue in this case, or in other words, you may be a “Settlement Class Member.” The “Settlement Class” includes each of the following:

All purchasers and owners of a FieldTurf Duraspine turf field sold from 2005 to 2012 in the United States and its territories.

Excluded from the Settlement Class are FieldTurf, their parents, subsidiaries, affiliates, officers, directors, and employees; any entity in which FieldTurf has a controlling interest; all employees of any law firm involved in prosecuting or defending this litigation, as well as their immediate family members; and all judges assigned to hear any aspect of this litigation, as well as their staff and immediate family members.

Also excluded from the Settlement Class are Settlement Class Members who timely and validly request exclusion under Section 5 below or who are ineligible for either a Tier 1 or a Tier 2 Claim (see Section 6).

**WHAT ARE THE SETTLEMENT TERMS?**

**What the Settlement Class Members are getting:**

Monetary Relief. FieldTurf has agreed to resolve this matter and provide Cash Payments or Credit Awards which may be chosen by you in the attached Claim Form, if you are eligible. You may be allowed to make the following type of Claim(s) for Compensation.

- A. TIER 1 CLAIMS:** Tier 1 Claimants may choose either a Cash Payment of \$7,500 or a Credit Award of \$50,000. To be a Tier 1 Claimant, you must have complained in writing about the Duraspine fibers prior to December 1, 2016, or the expiration of your field’s applicable warranty, whichever is earlier. You must submit your written complaints with your Claim Form to be eligible for Tier 1 status. Qualifying Documentation can be a document (including emails, letters, or formal complaints) reflecting a communication to

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FieldTurf or an authorized FieldTurf local representative or installer of a fiber-related complaint about your Duraspine field(s).

You may only receive one Cash Payment or Credit Award per Duraspine field and any Credit Award expires after three years from the Effective Date.

To be eligible for a Tier 1 Claim, you must not have been offered by FieldTurf and **accepted an offer** for (i) a full replacement of the applicable Duraspine field at no cost under warranty, or (ii) a discounted purchase of a new field with an upgraded fiber and a new eight-year warranty. FieldTurf also must not have provided you with any repairs or a replacement that remedied the written complaint.

- B. TIER 2 CLAIM:** Tier 2 Claimants may choose either a Cash Payment of \$2,000 or a Credit Award of \$20,000. Tier 2 Claims means any submission for a Class Payment by a Settlement Class Member that does not meet the requirements of a Tier 1 Claim and is otherwise eligible.

To be eligible for a Tier 2 Claim, the Settlement Class Member must not have received a full replacement of the applicable Duraspine field at no cost under warranty from FieldTurf.

You may only receive one Cash Payment or Credit Award per Duraspine field and any Credit Award expires after three years from the Effective Date.

- C. WHAT IS A CREDIT AWARD?** Credit Awards may be applied against the purchase of a new FieldTurf field, FieldTurf-provided maintenance services, and/or FieldTurf-provided non-warranty repairs.
- D. WHAT ARE THE SETTLEMENT CLASS MEMBERS ARE GIVING UP?** In return for the relief that FieldTurf is providing, any Settlement Class Member who does not validly and timely request exclusion from the Settlement, on their own behalf and on behalf of their present and former principals, agents, servants, partners, joint venturers, employees, contractors, predecessors, assigns, heirs, spouses, beneficiaries, executors, administrators, representatives, insurers, underwriters, accountants, and lawyers, separately and collectively, releases and forever discharges and covenants not to sue, and is permanently enjoined from suing the Released Parties over Released Claims (as defined in the Settlement Agreement which can be found at [www.FieldTurfClassAction.com](http://www.FieldTurfClassAction.com)).

**This is only a simplified summary of the claims being released as part of the Settlement. See Section 10 for a more complete explanation of the claims being released.**

**HOW CAN I GET PAYMENT?** In order to receive payment you must complete, sign, and return the Claim Form that is included with this Notice. The Claim Form has space to enter information for multiple fields should you have purchased or own more than one. If you wish to claim Tier 1 status, you must also attach the appropriate documentation. **You must submit your Claim Form by October 25, 2024, via mail or email to: [Claims@FieldTurfClassAction.com](mailto:Claims@FieldTurfClassAction.com) or [Contact@FieldTurfClassAction.com](mailto:Contact@FieldTurfClassAction.com).**

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## WHAT ARE MY OTHER OPTIONS?

**You can exclude yourself:** If you do not want to be bound by the Settlement, you must exclude yourself by **October 9, 2024**. Part 11 below explains what you need to do to exclude yourself. If you do not exclude yourself, and the Settlement is given final approval by the Court, you will remain a member of the Settlement Class, you will receive your payment or credit if you submit a Claim Form, and you will be bound by the Settlement, including the release of claims against FieldTurf.

**You can object:** You alternatively may object to the Settlement by **October 9, 2024**. Part 16 below explains what you need to do to object to the settlement. The Court will hold a hearing on **November 25, 2024**, beginning at **11:00 a.m. (EST)**, to consider whether to finally approve the Settlement, as well as any request for attorneys' fees by Class Counsel (the "Fairness Hearing"). If you object, Part 20 explains how you may ask the Court to speak at the Fairness Hearing. Persons who exclude themselves from the Settlement Class will not be bound, cannot file an objection, and cannot speak at the Fairness Hearing.

The rest of this Notice provides you with a more detailed summary of the Settlement, and also more fully describes your legal rights and options. For even more information, please visit [www.FieldTurfClassAction.com](http://www.FieldTurfClassAction.com) (the "Settlement Website"), at which you may download a complete copy of the "Settlement Agreement and Release" (together with all attached exhibits, the "Agreement"). *Please read all of this Notice carefully and in its entirety because your legal rights may be affected whether you act or don't act.*

## BASIC INFORMATION

### 1. Why did I get this Notice?

If this Notice was addressed to you, then according to FieldTurf's records you may be a member of the above-referenced Settlement Class, meaning you purchased a Duraspine artificial turf field in the United States and its territories.

You have received this Notice because you have a right to know about a proposed Settlement of *In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation*, 3:17-md-02779-MAS-TJB (D.N.J.) pending in the United States District Court for the District of New Jersey (the "Action"). This Notice describes the lawsuit, the Settlement, your legal rights, what relief is being offered to you, how that relief will be distributed and other important information. This Notice only summarizes the Settlement, the full terms of which are available for review at [www.FieldTurfClassAction.com](http://www.FieldTurfClassAction.com). If there is any conflict between this Notice and the Settlement (as set forth in the Agreement), the Settlement governs. You should review the Agreement before deciding what to do.

### 2. What is this lawsuit about?

Plaintiffs allege that FieldTurf marketed and sold Duraspine turf to schools, cities, and others. Plaintiffs allege that the fiber used in Duraspine fields was defective and that FieldTurf knew of the defect but failed to tell customers when selling the product. FieldTurf denies Plaintiffs' allegations. This Settlement is a compromise of these and other potential claims between the parties, as described in the Settlement, and as explained in Part 10 below. Meanwhile, this Notice is only a

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partial summary of the details of this Action and the Settlement. Part 22 of this Notice explains how you may obtain more information about the claims in this Action and FieldTurf's response to those claims. You can also visit [www.FieldTurfClassAction.com](http://www.FieldTurfClassAction.com) to review Plaintiffs' operative complaint, the Parties' proposed Settlement, and other documents related to this Action.

### **3. Why is this lawsuit a class action?**

In a class action, one or more people, called class representatives (here Plaintiffs Borough of Carteret, City of Fremont, County of Hudson, Levittown Union Free School District, Neshannock Township School District, School District of the City of Newark, and Santa Ynez Valley Union High School District), sue on behalf of all other purchasers of Duraspine artificial turf fields who could have similar claims. Together, all of these purchasers are called a class, and the purchasers in it are called class members. In a class action, one court resolves the claims of all class members, except for those who ask in writing to be excluded from the class. The Honorable Tonianne J. Bongiovanni of the United States District Court for the District of New Jersey is in charge of all aspects of this case and has already given preliminary approval to the Settlement. Nevertheless, because the Settlement will determine the rights of the Settlement Class, the Parties must send Settlement Class Members notice of the settlement and give them an opportunity to opt out or object before the Court decides whether to grant final approval of the Settlement.

The Court has conditionally certified the Settlement Class for settlement purposes only. If the Settlement is not given final approval, or otherwise fails to become final, or is terminated by the Parties for any of the reasons set forth in Section 12 of the Agreement, the Settlement will become void, the Settlement Class will no longer remain certified, and the Action will proceed as if there had been no Settlement and no certification of the Settlement Class.

### **4. Why is there a Settlement?**

The Court has not decided whether Plaintiffs or FieldTurf would win this case. Instead, both sides agreed to the Settlement before any judgment was entered in the case. That way, the Parties avoid the uncertainties and expenses of ongoing litigation, and the delays of a class trial on certain issues, later individual trials, and possible appeals, while providing Settlement Class Members with definite benefits now rather than the uncertain benefits potentially available from fully contested litigation years from now (if at all). Plaintiffs and Class Counsel believe the Settlement is in the best interests of the Settlement Class because it offers relief now, while at the same time allowing anyone who wishes to pursue their own individual claims against FieldTurf to exclude themselves from the Settlement Class.

## **WHO IS IN THE SETTLEMENT**

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

The Court decided that everyone who fits either one or both of the following descriptions is a member of the Settlement Class:

All purchasers and owners of a FieldTurf Duraspine turf field sold from 2005 to 2012 in the United States and its territories.

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Excluded from the Settlement Class are FieldTurf, their parents, subsidiaries, affiliates, officers, directors, and employees; any entity in which FieldTurf has a controlling interest; all employees of any law firm involved in prosecuting or defending this litigation, as well as their immediate family members; and all judges assigned to hear any aspect of this litigation, as well as their staff and immediate family members.

Also excluded from the Settlement Class are Settlement Class Members who timely and validly request exclusion under Section 5 below or who are ineligible for either a Tier 1 or a Tier 2 Claim (see Section 6).

As noted in Part 1, if this Notice was addressed to you, then according to FieldTurf's records, you are a member of the Settlement Class, and therefore will stay a member of the Settlement Class unless you timely and properly exclude yourself from the Settlement Class as described in Part 11 of this Notice.

## WHAT YOU CAN GET UNDER THE SETTLEMENT

### 6. What relief does the Settlement provide?

Monetary Relief. FieldTurf has agreed to resolve this matter and provide Cash Payments or Credit Awards which may be chosen by you in the attached Claim Form, if you are eligible. You may be allowed to make the following type of Claim(s) for Compensation.

- A. **TIER 1 CLAIMS:** Tier 1 Claimants may choose either a Cash Payment of \$7,500 or a Credit Award of \$50,000. To be a Tier 1 Claimant, you must have complained in writing about the Duraspine fibers prior to December 1, 2016, or the expiration of your field's applicable warranty, whichever is earlier. You must submit your written complaints with your Claim Form to be eligible for Tier 1 status. Qualifying Documentation can be a document (including emails, letters or formal complaints) reflecting a communication to FieldTurf or an authorized FieldTurf local representative or installer of a fiber-related complaint about your field(s).

You may only receive one Cash Payment or Credit Award per Duraspine field and any Credit Award expires after three years from the Effective Date.

To be eligible for a Tier 1 Claim, you must not have been offered by FieldTurf and **accepted an offer** for (i) a full replacement of the applicable Duraspine field at no cost under warranty, or (ii) a discounted purchase of a new field with an upgraded fiber and a new eight-year warranty. FieldTurf also must not have provided you with any repairs or a replacement that remedied the written complaint.

- B. **TIER 2 CLAIM:** Tier 2 Claimants may choose either a Cash Payment of \$2,000 or a Credit Award of \$20,000. Tier 2 Claims means any submission for a Class Payment by a Settlement Class Member that does not meet the requirements of a Tier 1 Claim and is otherwise eligible.

To be eligible for a Tier 2 Claim, the Settlement Class Member must not have received a full replacement of the applicable Duraspine field at no cost under warranty from FieldTurf unless the Settlement Class Member provides Qualifying Documentation with their Claim Form concerning complaints about the fiber from the replacement field.

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You may only receive one Cash Payment or Credit Award per Duraspine field and any Credit Award expires after three years from the Effective Date.

**WHAT IS A CREDIT AWARD?** Credit Awards may be applied against the purchase of a new FieldTurf field, FieldTurf-provided maintenance services, and/or FieldTurf-provided non-warranty repairs.

**The Claim Form has instructions which must be followed in order to have your claim approved.**

#### **7. How can I get such relief?**

In Order to receive payment, you must complete, sign, and return the Claim Form that is included with this Notice. The Claim Form has space to enter information for multiple fields should you have purchased more than one. If you wish to claim Tier 1 status, you must also attach the appropriate documentation. **You may submit your Claim Form via mail or email to: [Claims@FieldTurfClassAction.com](mailto:Claims@FieldTurfClassAction.com) or [Contact@FieldTurfClassAction.com](mailto:Contact@FieldTurfClassAction.com).**

#### **8. When would I get such relief and how will it be distributed to me?**

As described in Part 18, the Court will hold a Fairness Hearing on **November 25, 2024**, to decide whether to grant final approval to the Settlement. The Court must finally approve the Settlement before any relief will be distributed, and it will only do so after finding that the Settlement is fair, reasonable and adequate. In addition, any final approval order the Court may enter may be subject to appeal. If there are any such appeals, resolving them takes time—sometimes more than a year. Finally, it is possible that this Settlement may be terminated for other reasons, such as those set forth in Section 12 of the Settlement (available for review at [www.FieldTurfClassAction.com](http://www.FieldTurfClassAction.com)). Please be patient.

The “Effective Date,” as defined in the Settlement, is five days after the order finally approving the Settlement becomes non-appealable and any appeals have been resolved in favor of the Settlement. Individual payments or credit are expected to be distributed within 90 days of the Effective Date. The Settlement Website will be updated from time to time to reflect the progress of the Settlement.

Individual payments will be paid by physical check, electronic check, or ACH transfer, made payable Class Member listed on the Notice, and addressed to the mailing address of record.

**For Class Members choosing the option to receive Credit Awards, those will be mailed or emailed to each Class Member to use as directed on the Award.**

NOTE: All checks will expire and become void 180 days after they are issued and will be considered unclaimed funds. Unclaimed funds will be considered a waiver by you on your right to receive Individual payments. However, Credit Awards expire after three years from the Effective Date.

#### **9. Will the Settlement have any tax consequences on me?**

Neither the Court nor the Parties (including their counsel) can advise you about what, if any, tax consequences might arise for you from the Settlement. You are encouraged to consult with your own tax advisor to determine whether any potential tax consequences could arise from your receipt of an Individual payment.

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## **10. Am I giving anything up by remaining in the Settlement Class?**

Unless you exclude yourself, you will remain in the Settlement Class, and that means that if the Settlement is given final approval and reaches the Effective Date then you agree to the following Release:

- A. Except as otherwise set forth herein or as to obligations created hereby, as of the Effective Date and FieldTurf's remittance of all Class Payments, each Settlement Class Member who does not validly and timely request exclusion from the Settlement, on their own behalf and on behalf of their present and former principals, agents, servants, partners, joint venturers, employees, contractors, predecessors, assigns, heirs, spouses, beneficiaries, executors, administrators, representatives, insurers, underwriters, accountants, and lawyers, separately and collectively, releases and forever discharge and covenants not to sue, and is permanently enjoined from suing the Released Parties over Released Claims. This release will include claims relating to the Released Claims of which the Releasing Parties are presently unaware or which the Releasing Parties do not presently suspect to exist which, if known to the Releasing Parties, would materially affect the Releasing Parties' release of the Released Parties.
- B. The Releasing Parties expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542, or any other similar provision under federal or state law. The Releasing Parties understand that California Civil Code § 1542 states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- C. The Releasing Parties expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Releasing Parties hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Releasing Parties to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Each Releasing Party and Released Party expressly acknowledges that he/she/it has been advised by his/her/its attorney of the contents and effect of Section 1542, and with knowledge, each of the Releasing Parties and Released Parties hereby expressly waives whatever benefits he/she/it may have had pursuant to such section. Plaintiffs and Settlement Class Members who do not validly and timely request exclusion from the Settlement shall

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be deemed by operation of the Final Approval Order and Final Judgment to have acknowledged that the foregoing waiver was separately bargained for and a material element of the Settlement of which this release is a part. This Release does not include claims for personal physical injuries.

- D. The amount of Class Payments pursuant to this Settlement Agreement shall be deemed final and conclusive against all Settlement Class Members who shall be bound by all of the terms of this Settlement Agreement, including the terms of the Final Judgment to be entered in the Action and the releases provided for herein.
- E. No person shall have any claim of any kind against the Parties, their counsel, or the Settlement Administrator with respect to the matters set forth in Section 6 of the Settlement Agreement or based on determinations or distributions made substantially in accordance with the Settlement Agreement, the Final Approval Order, the Final Judgment, or further order(s) of the Court.
- F. Except as otherwise set forth herein or as to obligations created hereby, Defendants will be deemed to have completely released and forever discharged Plaintiffs and Class Counsel from and for any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, costs, attorneys' fees, losses, expenses, obligations, or demands of any kind whatsoever, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future to have, relating to the institution, prosecution, or settlement of the Action, except for claims relating to the enforcement of the Settlement or this Settlement Agreement, and for the submission of false or fraudulent claims for Settlement benefits.

The full terms of the Settlement's release are set forth in Section 8 of the Agreement, which is available for review at [www.FieldTurfClassAction.com](http://www.FieldTurfClassAction.com).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 11. How do I exclude myself from the Settlement Class?

If you don't want to be part of the Settlement, or if you want to keep the right to sue FieldTurf on your own about the Released Claims, then you must take steps to exclude yourself from the Settlement Class. This is called excluding yourself, or "opting out." If you exclude yourself from the Settlement Class, you will not be bound by the Settlement and will not receive any relief offered by the Settlement, but you will be free to file and then pursue your own individual lawsuit regarding the Released Claims if you wish to do so. However, the Court has ruled that neither the Settlement, nor this Notice, nor the Court's preliminary approval order may be used as evidence in such individual lawsuits. You should be aware that if you do exclude yourself and you plan to file your own action against FieldTurf, the statute of limitations applicable to your claim may prevent you from separately suing FieldTurf.

To request to be excluded from the Settlement, Settlement Class Members must timely submit a completed Opt-Out Form. The Opt-Out Form must be sent by United States Mail to the Settlement Administrator and be postmarked no later than **October 9, 2024**. All Opt-Out Forms and supporting papers must be in writing and must:

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- (1) Clearly identify the case name and number, *In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation*, 3:17-md-02779-MAS-TJB; and
- (2) Include the full name, address, telephone number, email address of the person requesting exclusion and a signature executed by the person requesting exclusion; and
- (3) Include any reasonably available proof that the person requesting exclusion is a Settlement Class Member.

NOTE: If your request for exclusion is late or incomplete, it will not be valid and you will remain part of the Settlement Class, you will still be bound by the Settlement and all other orders and judgments in the Action, and you will not be able to participate in any other lawsuits against FieldTurf and the Released Persons based on the Released Claims.

#### **12. If I don't exclude myself, can I sue FieldTurf later for the same thing?**

No. If you do not exclude yourself from the Settlement Class and the Settlement is given final approval and reaches the Effective Date, you will give up the right to sue FieldTurf and the Released Persons for the Released Claims.

#### **13. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, you will not be eligible to receive any of the individual benefits that the Settlement offers.

### **THE LAWYERS REPRESENTING YOU**

#### **14. Do I have a lawyer in this case?**

Yes. The Court appointed Christopher A. Seeger of Seeger Weiss, LLP and Adam M. Moskowitz of The Moskowitz Law Firm, PLLC as Co-Lead Counsel. The Court also appointed James E. Cecchi of Carella Byrne, Cecchi, Olstein, Brody, & Agnello as Liaison Counsel. Co-Lead Counsel and Liaison Counsel are appointed to represent you and the other Settlement Class Members in this Action and for purposes of this Settlement, and for no other purpose. You will not be separately charged for the services of Class Counsel for issues related to this Action.

You have the right to retain your own separate lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will be solely responsible for all of his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer, but if you want to appear at the Fairness Hearing you must comply with the procedures set forth in Part 20 of this Notice below.

#### **15. How will Class Counsel Be Paid?**

Class Counsel have prosecuted this case on a contingent-fee basis and, so far, have not yet been paid anything for their services. If the Settlement is approved, Class Counsel will ask the Court for an award of attorneys' fees and expenses, to be paid from the Settlement Funds in an amount not to exceed \$8.375 million. This amount will also include and costs for Notice and settlement administration. Further, for their endeavor on behalf of the Settlement Class, and in addition to the

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relief otherwise due them as members of the Settlement Class, Lead Plaintiffs Borough of Carteret, City of Fremont, County of Hudson, Levittown Union Free School District, Neshannock Township School District, School District of the City of Newark, and Santa Ynez Valley Union High School District shall apply for service awards to be paid by FieldTurf in the amount of \$25,000 each for a total sum of \$125,000.

FieldTurf reserves the right to oppose any request for attorneys' fees and expenses and service awards that FieldTurf deems to be unreasonable in nature or amount or otherwise objectionable. The Settlement is not conditioned on the Court approving any specific amount of attorneys' fees and expenses or service awards. The Court will ultimately decide whether any attorneys' fees and expenses should be awarded to Class Counsel or any service awards awarded to Plaintiffs, and in what amounts.

## OBJECTING TO THE SETTLEMENT

### 16. How do I tell the Court that I don't like the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't agree with any part of it. You can provide reasons why you think the Court should deny approval of the Settlement by filing an objection. However, you can't ask the Court to order a larger or different type of settlement as the Court can only approve or deny the Settlement presented by the Parties. If the Court denies approval, no settlement relief will be available to the Settlement Class Members and the lawsuit will continue. If you file a written objection, the Court will consider your views.

To object, you must file a written statement of objection with the Court. Your objection must be in writing and must:

- (1) Clearly identify the case name and number, *In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation*, 3:17-md-02779-MAS-TJB;
- (2) Include your full name, address, telephone number, and email address of the person objecting and a personal signature;
- (3) Include the full name, address, telephone number, and email address of your counsel (if you are represented by counsel);
- (4) State the grounds for the Objection; and
- (5) Include any reasonably available proof that the objector is a Settlement Class Member.

You may file your written statement of objection in person at, or you may mail it to, the Clerk of the Court, United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102. However, if you are represented by your own attorney, your attorney must file your objection through the Court's Case Management/Electronic Case Filing (CM/ECF) system. To be considered timely and valid, all statements of objection must be filed with the Court by **October 9, 2024**, or mailed sufficiently in advance to be received by the Court by **October 9, 2024**. Any Settlement Class Member who does not comply with the above deadline and requirements shall be deemed to have waived all objections to and shall be forever barred from challenging the Settlement.

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### 17. What's the difference between objecting and excluding myself?

Objecting simply means telling the Court that you don't agree with something about the Settlement, but that you are still willing to be bound by it if the Settlement is finally approved despite your objection. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class at all. If you exclude yourself, you will not be subject to the Settlement and therefore cannot object to the Settlement or appear at the Fairness Hearing because the case will no longer affect you.

## THE COURT'S FAIRNESS HEARING

### 18. When and where will the Court decide whether to approve the Settlement?

A Fairness Hearing has been set for **November 25, 2024**, beginning at **11:00 a.m. (EST)**, before the Honorable Tonianne J. Bongiovanni at the United States District Court for the District of New Jersey, Clarkson S. Fisher Building & U.S. Courthouse 402 East State Street Room 2020, Trenton, NJ 08608. At the hearing, the Court will consider whether to: (1) grant final certification to the Settlement Class for settlement purposes; (2) approve the Settlement as fair, reasonable, and adequate; and (3) award any attorneys' fees and expenses to Class Counsel and service awards to Plaintiffs. The Court will also consider any and all objections to the Settlement and any other issues relating to the Settlement. After the hearing, the Court will decide whether to approve the Settlement. It is not possible to predict how long the Court's decision will take.

NOTE: The Court has reserved the right to conduct the hearing via video conference, change the date and/or time of the Fairness Hearing, or to continue it, without further notice. If you plan to attend the Fairness Hearing, you should confirm whether the hearing will be via video conference, as well as the date and time shortly before travelling to attend the hearing by checking [www.FieldTurfClassAction.com](http://www.FieldTurfClassAction.com) or the Court's Public Access to Court Electronic Records (PACER) system at <https://www.alnd.uscourts.gov/CMECF/default.htm>.

### 19. Do I have to come to the Fairness Hearing?

No. Class Counsel will represent the Settlement Class at the Fairness Hearing. But you are welcome to come at your own expense. Even if you send an objection, you are not required to come to the Fairness Hearing to talk about it. As long as your objection was timely filed and meets the other requirements described in Part 16, the Court will consider it. You may also hire and pay your own lawyer to attend the Fairness Hearing at your expense, but you are not required to do so.

### 20. May I speak at the Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing, but only *if* you timely file an objection in full compliance with the instructions set forth in Part 16, and *if* you also state in that objection that you would like to speak at the Fairness Hearing. However, any separate attorney you hire may appear only if he or she files through the Court's Case Management/Electronic Case Filing (CM/ECF) system a separate "Notice of Intention to Appear in *In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation*, 3:17-md-02779-MAS-TJB." That notice must be filed

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with the Court no later than October 9, 2024. You cannot speak at the Fairness Hearing if you have excluded yourself from the Settlement Class.

## **IF YOU DO NOTHING**

### **21. What if I do nothing?**

If you meet the definition of the Settlement Class and you do nothing, and the Settlement is approved and reaches the Effective Date, you will remain a Settlement Class Member and you will receive payments if you properly complete and submit a Claim Form. You will also be bound by the Settlement's release and other terms, and therefore you will not be able to file your own lawsuit, continue with your own lawsuit, or be part of any other lawsuit against FieldTurf, and the Released Persons concerning any of the Released Claims.

## **GETTING MORE INFORMATION**

### **22. Where can I get additional information?**

This notice summarizes the Settlement. For the precise terms and conditions of the Settlement, please see the full Settlement Agreement and Release available at [www.FieldTurfClassAction.com](http://www.FieldTurfClassAction.com), by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://www.flsd.uscourts.gov/CMECF>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT, THE COURT CLERK'S OFFICE,  
OR FIELDTURF TO INQUIRE ABOUT THIS SETTLEMENT.**

**Questions? Call 877-762-4042 or visit [www.FieldTurfClassAction.com](http://www.FieldTurfClassAction.com).**