

Exhibit A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is made by and between 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 (each a “Plaintiff,” and collectively, “Plaintiffs”), on behalf of themselves and the putative class (the “Class” or “Settlement Class” as defined below), and FieldTurf USA, Inc., FieldTurf Inc., FieldTurf Tarkett SAS, and Tarkett Inc. (collectively, “FieldTurf” or “Defendants”) in *In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation*, 3:17-md-02779-MAS-TJB (D.N.J.). Each of the Plaintiffs and Defendants are referred to individually as a “Party” and collectively as the “Parties.” The terms of the Settlement Agreement as laid out below are referred to collectively as the “Settlement.” This Settlement Agreement is entered into as of the date of the last signature.

DEFINITIONS

As used herein, the following terms have the meanings set forth below:

- A. “Action” means *In re FieldTurf Artificial Turf Marketing and Sales Practices Litigation*, 3:17-md-02779-MAS-TJB (D.N.J.).
- B. “Administrative and Notice Costs” means all fees, costs, and expenses incurred by the Settlement Administrator while carrying out its duties under this Settlement Agreement, including, without limitation: issuing Email, Mail, and Website Notice; reviewing and approving claims; and administering, calculating, and distributing the Class Payments to Settlement Class Members.
- C. “Attorneys’ Fees and Costs” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded to Class Counsel by the Court.
- D. “Cash Award” is a cash distribution of either \$7,500 for Tier 1 Claims or \$2,000 for Tier 2 Claims.
- E. “Claim Deadline” means the deadline to submit a claim to the Settlement Administrator to receive a Class Payment, and shall be the same date as the Objection and Exclusion Deadline, defined below.
- F. “Claim Form” means a Settlement Class Member’s submission for Class Payment(s), in the form attached hereto as Exhibit A to be sent as part of Mail Notice, and as set forth below.
- G. “Class” means the Settlement Class, defined below.
- H. “Class Counsel” means Seeger Weiss LLP, and The Moskowitz Law Firm, PLLC. Plaintiffs’ Counsel is all Plaintiffs’ counsel of record in the Action.

- I. “Class Payment” means either a Cash Award or a Credit Award offered to purchasers of a FieldTurf Duraspine field.
- J. “Court” means the United States District Court District of New Jersey, where the Action is pending.
- K. “Credit Award” is a credit of either \$50,000 for Tier 1 Claims or \$20,000 for Tier 2 Claims, which may be applied against the purchase of a new FieldTurf field, FieldTurf-provided maintenance services, and/or FieldTurf-provided non-warranty repairs. A Class Member may only receive one Credit Award per Duraspine field and any Credit Award expires after three years from the Effective Date.
- L. “Effective Date” means five days after which all of the following events and conditions of this Settlement have occurred or have been met: (i) the Court has entered a Final Approval Order approving the Settlement, and (ii) the Court has entered Final Judgment that has become final in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken and the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Final Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Final Judgment shall not become final. In the event of an appeal or other effort to obtain review, the Parties may agree jointly in writing to deem the Effective Date to have occurred; however, there is no obligation to agree to advance the Effective Date.
- M. “Email Notice” means the notice of the Settlement to be emailed to all Settlement Class Members for whom FieldTurf can locate an email address through reasonable efforts in connection with the Settlement, in the form attached hereto as Exhibit B, and as set forth below.
- N. “FieldTurf Counsel” means FieldTurf’s counsel of record in the Action.
- O. “Final Approval Hearing” means the Court hearing where the Parties will request the Final Approval Order be entered approving this Settlement Agreement, and where Class Counsel will request that the Court enter a Final Judgment.
- P. “Final Approval Order” means the final order to be entered by the Court, following the Final Approval Hearing, approving the Settlement. A proposed Final Approval Order will be agreed upon by the Parties prior to filing the Motion for Final Approval.
- Q. “Final Judgment” means a document labeled by the Court as such and that has the effect of a judgment under Fed. R. Civ. P. 54. The Final Judgment will set the amounts of the Attorneys’ Fees and Costs award, any Service Awards, and allow for the distribution of Class Payment. A

proposed Final Judgment will be agreed upon by the Parties prior to filing the Motion for Final Approval.

- R. “Liaison Counsel” means the law firm of Carella, Byrne, Cecchi, Olstein, Brody & Agnello.
- S. “Mail Notice” means the notice of the Settlement to be transmitted via United States Mail to Settlement Class Members for whom FieldTurf can locate through reasonable efforts a physical address in connection with the Settlement, in the form attached hereto as Exhibit B, and as set forth below.
- T. “Notice Date” means the date set forth in the Preliminary Approval Order for commencing the transmission of the Email Notice, the mailing of the Mail Notice, and the publication of the Website Notice.
- U. “Objection” means the written notice that a Settlement Class Member may submit to the Court objecting to the Settlement.
- V. “Objection and Exclusion Deadline” means the date by which a Settlement Class Member must submit an Objection, if any, to the Court or an Opt-Out Form to the Settlement Administrator. The Objection and Exclusion Deadline shall be seventy-five (75) days after the Notice Date.
- W. “Objector” means a person or entity who is a Settlement Class Member who submits an Objection.
- X. “Opt-Out Form” means a Settlement Class Member’s request to be excluded from the Settlement by submitting a written request to be excluded to the Settlement Administrator containing their name, address, and email address.
- Y. “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement and providing for Email Notice, Mail Notice, and Website Notice.
- Z. “Qualifying Documentation” means 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 a Settlement Class Member’s field(s) prior to December 1, 2016, or the expiration of the Class Member’s applicable warranty, whichever is earlier. For the avoidance of doubt, a declaration attesting to complaints made shall not constitute Qualifying Documentation.
- AA. “Released Claims” means any and all damages, suits, claims, debts, demands, assessments, obligations, liabilities, attorneys’ fees, costs, expenses, rights of action and causes of action, of any kind or character

whatsoever, whether based on contract (express, implied, or otherwise), statute, or any other theory of recovery, and whether for compensatory or punitive damages, and whether known or unknown, suspected or unsuspected, occurring before and up to the Effective Date, arising out of or related to the subject matter of the Action or the facts underlying the Action. This does not include claims for any personal physical injuries.

- BB. “Released Parties” means Defendants and Defendants’ present and former principals, agents, servants, partners, joint venturers, directors, officers, managers, employees, contractors, predecessors, successors, assigns, administrators, representatives, parents, shareholders, subsidiaries, affiliates, insurers, underwriters, accountants, and lawyers.
- CC. “Releasing Parties” means Plaintiffs and all Settlement Class Members, including any and all of their respective principals, agents, servants, partners, joint venturers, employees, contractors, predecessors, assigns, heirs, spouses, beneficiaries, executors, administrators, representatives, insurers, underwriters, accountants, and lawyers, provided that any Settlement Class Member who timely and properly excludes themselves under Section 5 below shall not be included herein.
- DD. “Service Award” means any award sought by Plaintiffs and approved by the Court in consideration for their service during the course of the Action. Any such Service Award is separate and apart from any Class Payment that each Plaintiff may receive as Settlement Class Members.
- EE. “Settlement Administrator” means Epiq Class Action & Claims Solutions, Inc. (“Epiq”), an independent settlement administrator, or any such administrator agreed on by the Parties and approved by the Court to provide notice and administer the settlement claims in this Action.
- FF. “Settlement Website” means a publicly accessible website created and maintained by the Class Counsel or the Settlement Administrator for the purpose of providing the Settlement Class with notice of and information about the Settlement, as well as instructions on how to submit a Claim Form by email to the Settlement Administrator within a specified time period to the Settlement Administrator to receive the Class Payment by physical check, electronic check, or Automatic Clearing House (“ACH,” a/k/a direct deposit) transfer.
- GG. “Settlement Class” shall mean all purchasers and owners of a FieldTurf Duraspine turf field in the United States and its territories. Excluded from the Settlement Class are Defendants, their parents, subsidiaries, affiliates, officers, directors, and employees; any entity in which Defendants have 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.

- HH. “Settlement Class Members” means any person or entity that meets the criteria set forth in the definition of “Settlement Class” as defined above.
- II. “Tier 1 Claim” means a submission for a Class Payment by a Settlement Class Member which provides Qualifying Documentation with their Claim Form. To be eligible for a Tier 1 Claim, the Settlement Class Member 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.
- JJ. “Tier 2 Claim” 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 with respect to the replacement field.
- KK. “Website Notice” means the notice of the Settlement to be displayed to all Settlement Class Members in connection with the Settlement on the Settlement Website maintained by the Settlement Administrator and as set forth in Section 6.3 below. Plaintiffs shall provide a draft of the Website Notice prior to its publication.

RECITALS

This Settlement Agreement is made for the following purposes and with reference to the following facts:

WHEREAS, on June 1, 2017, the United States Judicial Panel on Multidistrict Litigation consolidated Plaintiffs’ actions to the Court, finding that Plaintiffs’ actions assert claims relating to purported defects in FieldTurf’s Duraspine artificial turf product sold from 2005 to 2012.

WHEREAS, on January 18, 2018, FieldTurf filed a motion to dismiss Plaintiffs’ Consolidated Amended Class Action Complaint, which Plaintiffs opposed.

WHEREAS, on August 31, 2018, the Court granted in part and denied in part FieldTurf’s motion to dismiss, with leave to amend.

WHEREAS, on October 1, 2018, as permitted by the Court, Plaintiffs filed their Second Consolidated Amended Class Action Complaint.

WHEREAS, on November 16, 2018, FieldTurf filed a motion to dismiss Plaintiffs' Second Consolidated Amended Class Action Complaint, which Plaintiffs opposed.

WHEREAS, on October 8, 2019, the Court denied FieldTurf's motion to dismiss.

WHEREAS, on October 22, 2019, FieldTurf answered the Second Consolidated Amended Class Action Complaint.

WHEREAS, on April 5, 2021, Plaintiffs moved for class certification, seeking a nationwide class for their fraudulent concealment and unjust enrichment claims, New Jersey, New York, Pennsylvania, and California subclasses for their statutory consumer fraud and implied warranty claims, which FieldTurf opposed.

WHEREAS, on July 20, 2021, FieldTurf moved to exclude the opinions of Plaintiffs' artificial turf expert and damages expert, which Plaintiffs opposed.

WHEREAS, on August 18, 2022, the Court denied Plaintiffs' motion for class certification, granted FieldTurf's motion to exclude the opinion of Plaintiffs' damages expert, and granted in part and denied in part FieldTurf's motion to exclude the opinion of Plaintiffs' artificial turf expert.

WHEREAS, on October 5, 2022, Plaintiffs filed a renewed motion for class certification, seeking certification of two issue classes for whether FieldTurf's Duraspine product was defective and whether FieldTurf omitted material information, which FieldTurf opposed.

WHEREAS, on July 13, 2023, the Court granted Plaintiffs' renewed motion and certified two issue classes.

WHEREAS, on July 27, 2023, FieldTurf filed a petition for permission to appeal issue class certification with the United States Court of Appeals for the Third Circuit.

WHEREAS, on August 24, 2023, permission to appeal was denied.

WHEREAS, on December 6, 2023, the Court entered a pretrial scheduling order setting a jury trial on the two issue classes for April 8, 2024.

WHEREAS, on January 25, 2024, FieldTurf moved for summary judgment.

WHEREAS, on January 29, 2024, FieldTurf filed an amended motion for summary judgment, which Plaintiffs opposed.

WHEREAS, on February 8, 2024, the Parties filed their motions *in limine* for trial, which were all opposed.

WHEREAS, on February 29, 2024, the Parties continued a mediation before Judge Marina Corodemus, after which the Parties reached a settlement in principle.

WHEREAS, the Parties have investigated the facts and have analyzed the relevant legal issues regarding the claims and defenses asserted in this Action, including through significant

motion practice and extensive fact and expert discovery.

WHEREAS, Class Counsel and Plaintiffs believe that the claims asserted in the Action have merit and have examined and considered the benefits to be obtained under this Settlement, the risks associated with the continued prosecution of this complex and time-consuming litigation, and the likelihood of ultimate success on the merits, and have concluded that the Settlement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

WHEREAS, FieldTurf has always fully denied, and continues to deny, all of the material allegations in the Action and any fault, liability, or wrongdoing of any kind. FieldTurf has nonetheless opted to enter into this Settlement in light of the expenses that would be necessary to defend the Action, the benefits of disposing of protracted and complex litigation, and the desire of FieldTurf to conduct its business unhampered by the distractions of continued litigation.

WHEREAS, the Parties desire to settle the Action in its entirety as to the Plaintiffs, the Settlement Class, FieldTurf, and the other Releasing Parties and Released Parties with respect to all claims arising out of the facts underlying this Action. The Parties intend this Settlement Agreement to bind Plaintiffs (both as the class representatives and individually), FieldTurf, Class Counsel, and all Settlement Class Members.

In light of the foregoing, for good and valuable consideration, the Parties, and each of them, hereby warrant, represent, acknowledge, covenant, and agree, subject to approval by the Court, as follows:

1. CONFIDENTIALITY

- 1.1. The Parties must comply with all portions of the Discovery Confidentiality Order (ECF No. 76 in the Action).
- 1.2. The Parties, Class Counsel, and FieldTurf Counsel agree that, until publication of this Settlement Agreement by submission to the Court, the terms of this Settlement Agreement and all associated documents and communications, including the negotiations leading to the execution of the Settlement Agreement and all submissions and arguments related to the mediation proceedings, shall not be disclosed by the Parties, Class Counsel, or FieldTurf Counsel other than as necessary to finalize the Settlement and Notice. Upon publication of the Settlement Agreement by submission to the Court, the nondisclosure obligations set forth in this paragraph will no longer apply to the as-filed Settlement Agreement or the terms thereof, but such obligations will continue to apply to all other materials and information covered by this paragraph, including but not limited to any negotiations leading to the execution of this Settlement Agreement.
- 1.3. Other than to a court in any case filing or via the forms of notice/press release contemplated herein and/or agreed upon by the Parties, the Parties, Class Counsel, and FieldTurf Counsel agree not to initiate publicity regarding the Settlement. Notwithstanding the foregoing, Class Counsel may list the Action on their law firm websites and publicity materials as a representative case along with a neutral and factual description of the subject matter of the Action. However, Class Counsel may not include any references to the amount of the Settlement. Any public comments made by Class Counsel outside of a case filing

concerning the Settlement or the Action, including in response to inquiries from the press, shall be provided to FieldTurf in a reasonable time beforehand so as to permit FieldTurf to review and approve the comments, and must be in neutral terms to communicate that the Action has been resolved between the Parties and shall not contain inflammatory, or derogatory language about the Parties, the allegations or defenses asserted in the Action, or their perceived conduct in the Action. For example, Class Counsel shall not state to the press or any third party that FieldTurf engaged in fraudulent or deceptive practices or deceived plaintiffs or sold fields that prematurely degraded.

2. CONSIDERATION FOR SETTLEMENT AND CLASS PAYMENTS

- 2.1. Settlement Amount. Defendants agree to pay and honor all Class Payments subject to the approval process outlined in this Section, in settlement of the Action, in full resolution of the claims made by the Plaintiffs and the Settlement Class in the Action. Defendants shall also pay the Administrative and Notice Costs, and pay any Attorneys' Fees and Costs and Service Awards awarded by the Court, by wire transfer. In no event shall Defendants' total monetary obligation with respect to the Administrative and Notice Costs, Attorneys' Fees and Costs, and Service Awards exceed \$8.5 million. Defendants will make no further payments in connection with the Settlement Agreement.
- 2.2. Class Payment to Settlement Class Members. Settlement Class Members shall, by the Claim Deadline, submit a complete Claim Form listing each FieldTurf Duraspine field owned by them which they wish to receive a Class Payment for, whether each such field represents a Tier 1 Claim or a Tier 2 Claim, Qualifying Documentation either for a Tier 1 Claim or (in the case of a replacement field) a Tier 2 Claim, and whether they wish to receive a Cash Award or a Credit Award as to each field. Settlement Class Members who do not submit this information by the Claim Deadline shall not be eligible for any Class Payment.
- 2.3. Deadline for Claim Form. Claim Forms must be submitted by the Claim Deadline, which is 90 days after the Notice Date.
 - 2.3.1. If submitted by email to the Settlement Administrator, Claim Forms must be submitted no later than 11:59 p.m. EST on the date of the Claim Deadline.
 - 2.3.2. If submitted by United States Mail or other mail services, Claim Forms must be postmarked by the Claim Deadline. The date of the postmark on the envelope containing the Claim Form shall be the exclusive means used to determine whether an Objection has been timely submitted. In the event a postmark is illegible or unavailable, the date of mailing shall be deemed to be five days prior to the date that it is received by the Settlement Administrator.
- 2.4. Tier 1 Claim Eligibility. Settlement Class Members submitting a Tier 1 Claim must provide a sworn Claim Form and Qualifying Documentation. FieldTurf must not have provided the Class Member submitting a Tier 1 Claim any repairs or a replacement that remedied the complaints transmitted in the Qualifying Documentation. Further, to be eligible for a Tier 1 Claim, the Settlement Class Member 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 from FieldTurf, or (ii) a discounted purchase of a new field with an upgraded fiber and a new eight-year warranty (provided that the Settlement Class Member was offered a full replacement of the applicable Duraspine field at no cost).

- 2.5. Tier 1 Claim Audit. FieldTurf reserves the right to audit any Claim Form submitted containing Tier 1 Claims for accuracy, including without limitation (i) the claim of a complaint prior to December 1, 2016, or the expiration of the Class Member's applicable warranty, whichever is earlier; (ii) the claim that FieldTurf did not repair or replace the field in response to such complaint; and (iii) whether the Settlement Member has satisfied the Qualifying Documentation requirement. The Settlement Class Member subject to such audit shall make reasonable efforts to cooperate with FieldTurf and, if they fail to do so, shall not be eligible for a Tier 1 Claim. FieldTurf shall inform Class Counsel of any claims that FieldTurf believes should be downgraded from a Tier 1 Claim to a Tier 2 Claim within two weeks of the Claim Deadline.
- 2.6. Tier 2 Eligibility. Any purported Tier 1 Claim that fails to meet the requirements of a Tier 1 Claim and is otherwise eligible becomes a Tier 2 Claim, for which Class Payment will be made in the same form of either Cash Award or Credit Award as submitted. 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 the replacement field.
- 2.7. Tier Dispute Resolution Program. If Class Counsel does not stipulate to the downgrading of a claim from a Tier 1 Claim to a Tier 2 Claim, Class Counsel shall promptly notify FieldTurf and, within five (5) business days after FieldTurf's notice of downgrading the claim(s), submit a joint written submission (no longer than three (3) pages, to be divided equally) to a mutually acceptable neutral agreed to by the Parties, who shall make a final determination regarding whether the downgrade is appropriate. The Parties shall each bear an equal share of the neutral's fees and expenses in connection with this process.
- 2.8. Payment Method. On or before thirty (30) days after the Effective Date of the Settlement, Defendants shall provide to the Settlement Administrator the funds required to issue the Cash Award component of the Class Payments via check or ACH transfer. The Settlement Administrator will distribute the Cash Award component of the Class Payment to Settlement Class Members in accordance with Section 6 below. Such distribution will occur within ninety (90) days of the Effective Date, subject to such supervision and direction of the Court and the Parties as may be necessary or as circumstances may require. In the Email Notice, Mail Notice, and Website Notice, Settlement Class Members will be notified of the Settlement and each will be given the option to submit a Claim Form that specifies to the Settlement Administrator whether a Cash Award shall be received by physical check, electronic check, or ACH transfer.

3. OBTAINING COURT APPROVAL OF THE SETTLEMENT AGREEMENT

- 3.1. Settlement Class. Solely for the purposes of settlement and the proceedings contemplated herein, the Parties stipulate and agree that Plaintiffs will seek certification of the Settlement Class, which FieldTurf will not oppose. The certification of the Settlement Class shall be binding only with respect to the Settlement set forth in the Settlement Agreement.
- 3.2. Class Counsel shall draft and file the motion requesting issuance of the Preliminary Approval Order and shall provide that draft to FieldTurf Counsel in the Action no later than 7 days before filing. The motion shall be written in a neutral manner that does not contain inflammatory language about the Parties, the allegations or defenses asserted in the Action, or the Parties' perceived conduct in the Action. FieldTurf may provide feedback concerning the motion, and Class Counsel will meet and confer with FieldTurf in good faith regarding FieldTurf's feedback. Additionally, FieldTurf may file supplemental briefing in support of Plaintiffs' preliminary approval motion.
- 3.3. Upon filing of the motion requesting issuance of the Preliminary Approval Order, FieldTurf shall provide timely notice of such motion to the appropriate official as required by the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.*
- 3.4. Final Approval and Final Judgment. The Parties shall seek a date for the final approval and fairness hearing no sooner than one-hundred twenty (120) days after the Notice Date set forth in the Preliminary Approval Order, and the motion requesting final approval of the Settlement shall be due one hundred (100) days after the Notice Date. Class Counsel shall draft and file the motion requesting final approval of the Settlement, the Proposed Final Approval Order, and the Proposed Final Judgment and shall provide those drafts to FieldTurf Counsel at least ten (10) days before filing such motion with the Court. FieldTurf may provide feedback concerning the motion, and Class Counsel will meet and confer with FieldTurf in good faith regarding FieldTurf's feedback.
- 3.5. In the event that the Settlement is not approved, or in the event that its approval is conditioned on any modifications (including modifications to the proposed form and method of notice) that are unacceptable to FieldTurf and/or Plaintiffs, then (a) this Settlement Agreement shall be null and void and of no force and effect and (b) any release shall be of no force or effect. In such event, the Action will revert to the status that existed before the Settlement Agreement's execution date, the Parties shall each be returned to their respective procedural postures so that the Parties may take such litigation steps that they otherwise would have been able to take absent the pendency of this Settlement, and neither the Settlement Agreement nor any facts concerning its negotiation, discussion, terms, or documentation shall be admissible in evidence for any purpose in this Action or in any other litigation.

4. OBJECTIONS

- 4.1. Objections. Any Settlement Class Member who has not submitted a timely written Opt-Out Form and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, the Attorneys' Fees and Costs award, or the Service Awards must comply with the below requirements.
- 4.2. Content of Objections. All Objections and supporting papers 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 the full name, address, telephone number, and email address of the person objecting and a signature executed by the person objecting;
 - (3) Include the full name, address, telephone number, and email address of the Objector's counsel (if the Objector is represented by counsel);
 - (4) State the grounds for the Objection;
 - (5) Include any reasonably available proof that the person objecting is a Settlement Class Member, as well as the name, address and telephone number of any counsel representing said objector;
 - (6) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on behalf of the Settlement Class Member objection at the Final Approval Hearing;
 - (7) A list of all other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five (5) years, including the full case name, the jurisdiction in which it was filed and the docket number; and
 - (8) If the Settlement Class Member or his/her/its counsel has not objected to any other class action settlement in the United States in the previous five (5) years, he/she/they/it shall affirmatively so state in the objection.
- 4.3. Submission of Objections. Any Objections from Settlement Class Members regarding the proposed Settlement must be submitted in writing to the Court. If a Settlement Class Member does not submit a timely written Objection, the Settlement Class Member will not be able to participate in the Final Approval Hearing.
- 4.4. Deadline for Objections. Objections must be submitted by the Objection and Exclusion Deadline, which is 75 days after the Notice Date.
 - 4.4.1. If submitted through ECF, Objections must be submitted no later than 11:59 p.m. EST of the date of the Objection and Exclusion Deadline.

- 4.5. If submitted by U.S. mail or other mail services, Objections must be postmarked by the Objection and Exclusion Deadline. The date of the postmark on the envelope containing the written statement objecting to the Settlement shall be the exclusive means used to determine whether an Objection has been timely submitted. In the event a postmark is illegible or unavailable, the date of mailing shall be deemed to be three days prior to the date that the Court scans the Objection into the electronic case docket. Settlement Class Members who fail to submit timely written Objections in the manner specified above shall be deemed to have waived any Objections and shall be foreclosed from making any Objection to the Settlement Agreement and the proposed Settlement by appearing at the Final Approval Hearing, or through appeal, collateral attack, or otherwise. Any grounds for objection not raised in a timely submitted written Objection are waived.
- 4.6. Attendance at Final Approval Hearing. Any Objector who timely submits an Objection has the option to appear and request to be heard at the Final Approval Hearing, either in person or through the Objector's counsel. Any Objector wishing to appear and be heard at the Final Approval Hearing must include a request to appear and provide notice of his or her intention to appear in the body of the Objector's Objection.
- 4.7. Objectors' Attorneys' Fees and Costs. If an Objector makes an Objection through an attorney, the Objector shall be solely responsible for the Objector's attorneys' fees and costs unless the Court orders otherwise. In no event shall FieldTurf be responsible for more than \$8.5 million total for Administrative and Notice Costs, Attorneys' Fees and Costs, and Service Awards.
- 4.8. No Solicitation of Settlement Objections. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members or other counsel purporting to represent Settlement Class Members to submit written Objections to the Settlement or encourage an appeal from the Court's Final Approval Order.

5. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS

- 5.1. Opt-Out Forms. The Email, Mail, and Website Notice shall advise all Settlement Class Members of their right to exclude themselves from the Settlement. This Settlement Agreement will not bind Settlement Class Members who exclude themselves from the Settlement.
- 5.2. How to Request Exclusion. 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.
- 5.3. Content of Opt-Out Form. All Opt-Out Forms and supporting papers 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; 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.
- 5.4. Deadline to Request Exclusion. To be excluded from the Settlement, the completed Opt-Out Form must be received by the Objection and Exclusion Deadline, which is seventy-five (75) days after the Notice Date.
- 5.5. Effect of Exclusion. Any person or entity who falls within the definition of the Settlement Class and who validly and timely requests exclusion from the Settlement shall not be a Settlement Class Member; shall not be bound by the Settlement Agreement; shall not be eligible to apply for any benefit under the terms of the Settlement Agreement; and shall not be entitled to submit an Objection to the Settlement. In the event that a Settlement Class Member timely submits both an Objection and an Opt-Out Form, the Opt-Out Form shall prevail.
- 5.6. Exclusion List. No later than fourteen (14) days after the Objection and Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and FieldTurf Counsel with the number and identity of the persons who have timely and validly excluded themselves from the Settlement.
- 5.7. The Parties agree to refrain from any conduct that would encourage members of the Settlement Class to request exclusion.

6. SETTLEMENT ADMINISTRATION

- 6.1. FieldTurf will provide the Settlement Administrator with the names, email addresses, and physical addresses for all Settlement Class Members whose records it can locate through reasonable efforts. The Settlement Administrator shall administer the Email, Mail, and Website Notice described herein and pursuant to the Preliminary Approval Order. The Settlement Administrator shall keep the Settlement Class Members' identities and contact information strictly confidential and shall only use them for purposes of administering this Settlement.
- 6.2. The Settlement Administrator shall provide weekly updates to FieldTurf on any and all Claim Forms received, and shall provide such update at FieldTurf's request.
- 6.3. The Parties agree upon and will request the Court's approval of the following forms and methods of notice to the Settlement Class:
 - 6.3.1. Class Counsel or the Settlement Administrator shall establish and maintain the Settlement Website with a mutually acceptable domain name. The Settlement Website shall be optimized for viewing on both mobile devices and personal computers. The Settlement Website will include case-related documents, including, but not limited to, the operative complaint and answer to that complaint, this Settlement Agreement, the Claim Form, the Website Notice, the Preliminary Approval Order, Plaintiffs' Motion for Attorneys' Fees and Costs, a set of

frequently asked questions, information on how to submit an Objection or request exclusion, contact information for Class Counsel, FieldTurf Counsel, and the Settlement Administrator, and an email address that Class Members may use to submit the Claim Form and documentation to the Settlement Administrator. The Settlement Website shall remain accessible until thirty (30) calendar days after the Settlement Administrator has completed its obligations under this Settlement Agreement.

- 6.3.2. The Settlement Administrator shall email each Settlement Class Member for whom FieldTurf can locate an email address through reasonable efforts a copy of the Email Notice substantially in the form attached hereto as Exhibit B. The Email Notice shall inform Settlement Class Members of the fact of the Settlement and that Settlement information is available on the Settlement Website.
- 6.3.3. The Settlement Administrator shall mail to each Settlement Class Member (a) for whom FieldTurf can locate through reasonable efforts a physical address, but not an email address, or (b) for whom FieldTurf can locate a physical address through reasonable efforts and the Email Notice is returned as undeliverable, a copy of the Mail Notice substantially in the form attached hereto as Exhibit B. The Mail Notice shall inform Settlement Class Members of the fact of the Settlement and that Settlement information is available on the Settlement Website.
- 6.3.4. Website Notice will also be available to all Settlement Class Members on the Settlement Website.
- 6.3.5. The Settlement Website shall explain how Class Payment will be distributed. Settlement Class Members will be given the option of submitting a Claim Form within a specified time period to the Settlement Administrator to receive the Class Payment by physical check, electronic check, or ACH transfer.

6.4. Claims Package

- 6.4.1. In order to receive Class Payment, Settlement Class Members who did not receive direct notice via email or U.S. Mail (“Unknown Claimants”) must submit the following items through the Settlement Website, U.S. Mail or private courier:
 - a) Contact Information: The Settlement Class Member’s name and contact information, including a physical address, working telephone number, and email address;
 - b) Payment Information: Any necessary information to complete payment via the Settlement Class Member’s payment method of choice (e.g., physical check, e-check, or ACH transfer);
 - c) Claim Form: The Settlement Class Member must fill out the Claim Form via the Settlement Website, and submit the Qualifying Documentation required for a Tier 1 Claim or Tier 2 Claim, if applicable.

- 6.4.2. In order to receive Class Payment, Settlement Class Members who received direct notice via email or U.S. Mail (“Known Claimants”), must submit a completed Claim Form and the Qualifying Documentation required for a Tier 1 Claim or Tier 2 Claim, if applicable, through the Settlement Website, United States Mail, or private courier:
- 6.5. The Settlement Administrator and FieldTurf will review all Claim Forms to determine their validity and eligibility for Tier 1 and Tier 2 Claims. The Settlement Administrator will reject any Claim Form that does not materially comply with the instructions set forth herein; is not submitted by a Settlement Class Member; or is duplicative or fraudulent.
- 6.6. Based on information provided by the Parties to date, the Settlement Administrator has agreed to perform all settlement notice and administration duties required by the Settlement Agreement.
- 6.7. The Email Notice, Mail Notice, and Website Notice shall provide information on the procedure by which Settlement Class Members may request exclusion from the Settlement Class or submit an Objection to the Settlement.
- 6.8. No later than 14 days after the Objection and Exclusion Deadline, the Settlement Administrator shall give written notice to FieldTurf Counsel and Class Counsel of the total number and identity of Settlement Class Members who have timely and validly requested exclusion from the Settlement Class.

7. ATTORNEYS’ FEES AND COSTS AND SERVICE AWARDS

- 7.1. Class Counsel may apply to the Court for a Service Award for each of the Plaintiffs. The Service Award is not a measure of damages whatsoever, but is solely an award for the Plaintiff’s service. FieldTurf, recognizing that the Settlement may entitle Class Counsel to seek a reasonable Service Award for Plaintiffs will not object to the application or object to or oppose the amount of the Service Awards sought, provided the amount of the Service Award sought does not exceed \$25,000/field for any single Plaintiff.
- 7.2. Class Counsel may apply to the Court for up to \$8.5 million in total for Administrative and Notice Costs, Service Awards, attorneys’ fees and reasonable reimbursable out-of-pocket costs and expenses to compensate Class Counsel and Liaison Counsel for the attorneys’ fees and expenses incurred in this litigation. The Motion for Attorneys’ Fees and Costs shall be filed sixty (60) days after the Notice Date and shall be posted on the Settlement Website within three (3) days of it being filed. Defendants reserve the right to object to or oppose Class Counsel’s requests for fees, costs, and expenses. Plaintiffs and Class Counsel reserve the right to oppose any arguments by Defendants regarding fees, costs or expenses. Defendants shall bear no liability for any attorneys’ costs, fees, or expenses not approved by the Court, or any amount that the total of Administrative and Notice Costs, Attorneys’ Fees and Costs, and Service Awards that exceed \$8.5 million. Except as otherwise provided herein, Class Counsel, Liaison Counsel, and Defendants’ counsel shall bear their own respective fees, costs, and expenses.

- 7.2.1. FieldTurf shall not be liable for any additional fees or expenses of Plaintiffs or any Settlement Class Member in connection with the Action. Class Counsel, Liaison Counsel, and members of the Plaintiffs' Executive Committee agree that they will not seek any additional fees or costs from FieldTurf in connection with the Action or the Settlement of the Action beyond the approved Attorneys' Fees and Costs award, but preserve any rights they may have to seek fees or costs from their individual clients, such as under any contingency fee retainer agreements. FieldTurf expressly agrees that it will not seek to recover its Court costs, attorneys' fees, or expenses once the Court enters a Final Approval Order and Final Judgment.
- 7.2.2. Any award of attorney's fees and expenses pursuant to Section 7 shall be paid within 10 days of the Effective Date to an account identified by Class Counsel.

8. RELEASES AND WARRANTIES

- 8.1. 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.
- 8.2. 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.

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 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 any personal physical injuries.

- 8.3. 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.
- 8.4. 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 hereof, or based on determinations or distributions made substantially in accordance with this Settlement Agreement, the Final Approval Order, the Final Judgment, or further order(s) of the Court.
- 8.5. 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.

9. FIELDTURF'S DENIAL OF LIABILITY; SETTLEMENT AGREEMENT AS DEFENSE IN FUTURE PROCEEDINGS

- 9.1. FieldTurf has indicated its intent to vigorously contest each and every claim in the Action and continues to vigorously deny all of the material allegations in the Action. FieldTurf enters into this Settlement Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. FieldTurf nonetheless has concluded that it is in its best interests that the Action be settled on the terms and conditions set forth herein in light of the expense that would be necessary to defend the Action, the benefits of disposing of

protracted and complex litigation, and the desire of FieldTurf to conduct its business unhampered by the distractions of continued litigation.

- 9.2. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by FieldTurf of the truth of any of the allegations in this Action, or of any liability, fault, or wrongdoing of any kind, nor as an admission or concession by Plaintiffs of any lack of merit of their claims against FieldTurf.
- 9.3. To the extent permitted by law, neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability or admission by FieldTurf.
- 9.4. To the extent permitted by law, the Settlement Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted for the Released Claims.

10. MISCELLANEOUS

- 10.1. Extensions of Time. All time periods and dates described in this Settlement Agreement are subject to the Court's approval. Unless otherwise ordered by the Court, the Parties through their counsel may jointly agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement. These time periods and dates may be changed by the Court or the Parties' counsel's written consent without notice to the Settlement Class Members.
- 10.2. Integration. This Settlement Agreement, including all exhibits, constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.
- 10.3. Governing Law. This Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the State of New Jersey, without regard to the principles thereof regarding choice of law.
- 10.4. Survival of Warranties and Representations. The warranties and representations of this Settlement Agreement are deemed to survive the date of execution hereof.
- 10.5. Representative Capacity. Each person executing this Settlement Agreement in a representative capacity represents and warrants that he or she is empowered to do so.
- 10.6. Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.
- 10.7. Cooperation of Parties. The Parties to this Settlement Agreement and their counsel agree

to prepare and execute all documents, to seek Court approvals, to defend Court approvals, and to do all things reasonably necessary to complete the Settlement.

10.8. Execution Voluntary. This Settlement Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Settlement Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement and has been advised by counsel regarding the terms, effects, and consequences of this Settlement Agreement. Accordingly, in any construction or interpretation to be made of this Settlement Agreement, this Settlement Agreement shall not be construed as having been drafted solely by any one or more of the Parties or their counsel. The Settlement Agreement has been, and must be construed to have been, drafted by all Parties and their counsel, so that any rule that construes ambiguities against the drafter will have no force or effect.

10.9. Notices.

10.9.1. All Notices to Class Counsel provided for herein shall be sent by email and a hard copy sent by overnight mail to the individual attorneys identified as such under Definition H.

Christopher A. Seeger
Jennifer R. Scullion
Christopher L. Ayers
SEEGER WEISS LLP
55 Challenger Rd., 6th Fl.
Ridgefield Park, NJ 07660
Tel: 973-639-9100
cseeger@seegerweiss.com
jscullion@seegerweiss.com
cayers@seegerweiss.com

Adam M. Moskowitz
Howard M. Bushman
THE MOSKOWITZ LAW FIRM, PLLC
3250 Mary Street
Suite 202
Coconut Grove, FL 33133
Tel: 305-740-1423
adam@moskowitz-law.com
howard@moskowitz-law.com

James E. Cecchi
Michael Innes
**CARELLA, BYRNE, CECCHI
OLSTEIN, BRODY & AGNELLO**

5 Becker Farm Rd
Roseland, NJ 07068
Tel: (973) 994-1700
jcecchi@carellabyrne.com
minnes@carellabyrne.com
Liaison Counsel

10.9.2. All Notices to FieldTurf provided for herein shall be sent by email and a hard copy sent by overnight mail to:

- Marie-France Nantel, General Counsel, SVP Legal and Acquisitions-Tarkett North America and Tarkett Sports, 7445 Cote-de-Liesse Suite 200, Montreal, Quebec H4T 1G2.
- Diane P. Sullivan, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, diane.sullivan@weil.com.
- Reid Skibell, Glenn Agre Bergman & Fuentes LLP, 1185 Avenue of the Americas, 22nd Floor, New York, NY 10036, RSkibell@glennagre.com.

10.9.3. The notice recipients and addresses designated above may be changed by written notice pursuant to this Section.

10.10. Modification and Amendment. This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties' counsel and approved by the Court.

10.11. Severability. If any provision of this Settlement Agreement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Settlement Agreement will continue in full force and effect, unless the provision declared to be invalid, void, or unenforceable is material, at which point the Parties shall attempt to renegotiate the Settlement Agreement or, if that proves unavailing, either Party can terminate the Settlement Agreement without prejudice to any Party.

10.12. Any and all disputes arising out of or related to the Settlement or this Settlement Agreement must be brought by the Parties and/or each member of the Settlement Class exclusively in this Court. The Parties and each member of the Settlement Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or related to the Settlement or this Settlement Agreement.

[Signatures on next page]

The Parties have agreed to the terms of this Settlement Agreement and have signed below.

ON BEHALF OF PLAINTIFFS

Dated: _____, 2024



Christopher A. Seeger
SEGER WEISS LLP
*Class Counsel, on behalf of Plaintiffs and
the Class*

Dated: April 29th, 2024



Adam M. Moskowitz
THE MOSKOWITZ LAW FIRM, PLLC
*Class Counsel, on behalf of Plaintiffs and
the Class*

Dated: _____, 2024

James E. Cecchi
**CARELLA, BYRNE, CECCHI
OLSTEIN, BRODY & AGNELLO**
5 Becker Farm Rd
*Liaison Counsel, on behalf of Plaintiffs and
the Class*

ON BEHALF OF FIELDTURF

Dated: _____, 2024

Diane P. Sullivan,
WEIL, GOTSHAL & MANGES LLP
On Behalf of FieldTurf

Dated: _____, 2024

Reid Skibell,
**GLENN AGRE BERGMAN &
FUENTES LLP**
On Behalf of FieldTurf

Dated: _____, 2024

Marie-France Nantel,
General Counsel, SVP Legal and
Acquisitions- Tarkett North America and
Tarkett Sports
On Behalf of FieldTurf


The Parties have agreed to the terms of this Settlement Agreement and have signed below.

ON BEHALF OF PLAINTIFFS

Dated: _____, 2024

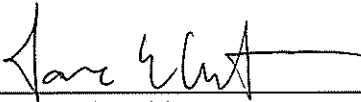
Christopher A. Seeger
SEEGER WEISS LLP
Class Counsel, on behalf of Plaintiffs and the Class

Dated: April 29th, 2024



Adam M. Moskowitz
THE MOSKOWITZ LAW FIRM, PLLC
Class Counsel, on behalf of Plaintiffs and the Class

Dated: April 29th, 2024



James E. Cecchi
**CARELLA, BYRNE, CECCHI
OLSTEIN, BRODY & AGNELLO**
5 Becker Farm Rd
Liaison Counsel, on behalf of Plaintiffs and the Class

ON BEHALF OF FIELDTURF

Dated: _____, 2024

Diane P. Sullivan,
WEIL, GOTSHAL & MANGES LLP
On Behalf of FieldTurf

Dated: _____, 2024

Reid Skibell,
**GLENN AGRE BERGMAN &
FUENTES LLP**
On Behalf of FieldTurf

Dated: _____, 2024

Marie-France Nantel,
General Counsel, SVP Legal and
Acquisitions- Tarkett North America and
Tarkett Sports
On Behalf of FieldTurf

The Parties have agreed to the terms of this Settlement Agreement and have signed below.

ON BEHALF OF PLAINTIFFS

Dated: _____, 2024

Christopher A. Seeger
SEGER WEISS LLP
*Class Counsel, on behalf of Plaintiffs and
the Class*

Dated: _____, 2024

Adam M. Moskowitz
THE MOSKOWITZ LAW FIRM, PLLC
*Class Counsel, on behalf of Plaintiffs and
the Class*

Dated: _____, 2024

James E. Cecchi
**CARELLA, BYRNE, CECCHI
OLSTEIN, BRODY & AGNELLO**
5 Becker Farm Rd
*Liaison Counsel, on behalf of Plaintiffs and
the Class*

ON BEHALF OF FIELDTURF


Dated: _____, 2024

Diane P. Sullivan,
WEIL, GOTSHAL & MANGES LLP
On Behalf of FieldTurf

Dated: _____, 2024

Reid Skibell,
**GLENN AGRE BERGMAN &
FUENTES LLP**
On Behalf of FieldTurf

Dated: May 2, 2024



Marie-France Nantel,
General Counsel, SVP Legal and
Acquisitions- Tarkett North America and
Tarkett Sports
On Behalf of FieldTurf

The Parties have agreed to the terms of this Settlement Agreement and have signed below.

ON BEHALF OF PLAINTIFFS

Dated: _____, 2024

Christopher A. Seeger
SEGER WEISS LLP
Class Counsel, on behalf of Plaintiffs and the Class

Dated: _____, 2024

Adam M. Moskowitz
THE MOSKOWITZ LAW FIRM, PLLC
Class Counsel, on behalf of Plaintiffs and the Class

Dated: _____, 2024

James E. Cecchi
**CARELLA, BYRNE, CECCHI
OLSTEIN, BRODY & AGNELLO**
5 Becker Farm Rd
Liaison Counsel, on behalf of Plaintiffs and the Class

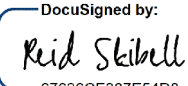
ON BEHALF OF FIELDTURF

Dated: May 3, 2024

DocuSigned by:



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Brian F. Sullivan,
WEIL, GOTSHAL & MANGES LLP
On Behalf of FieldTurf

Dated: May 3, 2024

DocuSigned by:


67636CE387E54D8...
Reid Skibell,
**GLENN AGRE BERGMAN &
FUENTES LLP**
On Behalf of FieldTurf

Dated: May 2, 2024



Marie-France Nantel,
General Counsel, SVP Legal and
Acquisitions- Tarkett North America and
Tarkett Sports
On Behalf of FieldTurf