

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

BRIDGET SMITH, RENE TAN,
VICTOR CASTANEDA, KRISADA
LUEAMRUNG, DAMON LOVETT,
WILLIAM CHALK, individually, on
behalf of themselves and all others
similarly situated;

Plaintiffs,

vs.

FLOOR AND DECOR OUTLETS OF
AMERICA, INC.,

Defendant.

Case No. 1:15-cv-04316-ELR

**PLAINTIFFS' NOTICE OF FILING CORRECTED
EXHIBIT 4 TO THE UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL AND MEMORANDUM OF LAW IN SUPPORT OF
SETTLEMENT, CERTIFYING CLASS FOR PURPOSES OF
SETTLEMENT, DIRECTING NOTICE TO THE CLASS, AND
SCHEDULING FINAL FAIRNESS HEARING**

Plaintiffs hereby give Notice of Filing the attached Exhibit 4 to the Unopposed Motion for Preliminary Approval and Memorandum of Law in Support of Settlement, Certifying Class for Purposes of Settlement, Directing Notice to the Class, and Scheduling Final Fairness Hearing. Exhibit 4, which was previously attached to the Motion, was found to have a corrupted form at Exhibit C. The only other change to Exhibit 4 is that slipsheets have been inserted for easier reference.

Dated: September 2, 2016.

s/ Kenneth S. Canfield

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Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of September, I caused the foregoing document to be electronically filed with the Clerk using the CM/ECF system, which automatically sends e-mail notification of such filing to all attorneys of record. No service by United States Postal Service was necessary.

/s/ Kenneth S. Canfield
Kenneth S. Canfield

EXHIBIT 4

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is submitted to the United States District Court for the Northern District of Georgia pursuant to Rule 23 of the Federal Rules of Civil Procedure. Subject to the approval of the Court¹, this Agreement is entered into between and among the following parties (the “Parties”), by and through their respective counsel: (i) Class Representatives on behalf of themselves and the Settlement Class (collectively, “Class Plaintiffs”); and (ii) Defendant Floor & Decor Outlets of America, Inc. (“Defendant”).

I. Preamble

WHEREAS, there is a proceeding pending in the United States District Court for the Northern District of Georgia (the “Court”), *Bridget Smith, et al. v. Floor & Decor Outlets of America, Inc.*, No. 1:15-cv-04316-ELR (the “Action”), comprising an action in which Class Representatives have alleged, *inter alia*, that Defendant has misrepresented that certain Chinese-made laminate flooring products it sold were compliant with formaldehyde emissions standards established by the California Air Resources Board;

¹ Unless otherwise defined, capitalized words and terms in this Agreement shall have the meaning ascribed to them in Section II of this Agreement, entitled “Definitions.”

WHEREAS, Defendant denies these allegations, stands by the safety of its products, has asserted a number of defenses to Class Representatives' claims, and has denied and continues to deny liability;

WHEREAS, the Parties agree that this Agreement shall not be deemed or construed as an admission or as evidence of any violation of any statute or law, or of any liability or wrongdoing by any of the Released Persons, or of the truth of any of the claims or allegations alleged in the Action, or as a waiver of any defenses thereto;

WHEREAS, the Parties have conducted a thorough examination and investigation of the facts and law relating to the asserted and potential claims and defenses in the Action;

WHEREAS, the Parties have engaged in extensive, arm's length negotiations regarding settlement of the Action, assisted by a respected mediator;

WHEREAS, Class Counsel have concluded, after an investigation of the facts and after carefully considering the circumstances of the Action, including the claims asserted and the legal and factual defenses thereto, that it would be in Class Plaintiffs' best interests to enter into this Agreement to avoid the uncertainties, burdens, and risks of litigation, and to assure that the substantial benefits reflected herein are obtained for Class Plaintiffs, and further, that this Agreement is fair,

reasonable, adequate, and in the best interests of all putative members of the Settlement Class;

WHEREAS, Defendant, despite its belief that it has strong defenses to the claims described herein, has agreed to enter into this Agreement to reduce and avoid further expense, burden, and inconvenience of protracted litigation, and to resolve finally and completely the claims of the Class Plaintiffs;

WHEREAS, Defendant has agreed to fund up to \$14,000,000.00 plus Defendant Testing Costs, in full and final Settlement of the Action as set forth herein;

NOW, THEREFORE, the undersigned counsel on behalf of the Class Plaintiffs and Defendant agree that, subject to Court approval, on the terms and conditions described herein, the Released Claims shall be settled, compromised, and dismissed on the merits and with prejudice. Except as hereafter provided, this dismissal shall be without costs to Defendant or Class Representatives.

II. Definitions

A. Settlement Class Definition

The Parties agree and consent, for settlement purposes only, to the certification of the following class in the Action (the “Settlement Class”):

All End Users of Chinese Laminate Flooring sold by Floor & Decor Outlets of America, Inc. between January 1, 2012 and August 1, 2015.

The Settlement Class shall include the following subclasses:

1. Non-Testing Subclass: All End Users of Chinese Laminate Flooring sold by Floor and Decor Outlets of America, Inc. between January 1, 2012 and August 1, 2015 with one of the product SKUs listed on Exhibit A.
2. Testing Subclass: All End Users of Chinese Laminate Flooring sold by Floor and Decor Outlets of America, Inc. between January 1, 2012 and August 1, 2015 with one of the product SKUs listed on Exhibit B.

“End Users” means persons or entities who purchased the Chinese Laminate Flooring listed in Exhibit A and Exhibit B, either directly from Defendant or a third party, for their own use. End Users shall also include subsequent owners of the property in which the Chinese Laminate Flooring is or was installed.

“SKU” (stock keeping unit) is an alphanumeric identification of a particular retail product that allows it to be tracked for a retailer’s inventory purposes. The SKU is located on the purchase receipt, invoice, packaging or label for the Chinese Laminate Flooring purchased from Defendant.

Excluded from the Settlement Class are: (1) persons who are employees, directors, officers, and agents of Defendant; (2) contractors who purchased the products listed in Exhibit A and Exhibit B primarily for the purposes of resale; (3) persons or entities who purchased the products listed in Exhibit A and Exhibit B primarily for the purposes of resale; (4) persons who timely and properly exclude themselves from the Settlement Class as provided in this Agreement; (5) any

federal, state, or local governmental entity that would otherwise be a member of the Settlement Class; (6) anyone who has previously executed a release of all claims against Defendant related to the products listed in Exhibit A and Exhibit B and would otherwise be a member of the Settlement Class; and (7) the Court, the Court's immediate family, and Court staff.

B. Other Definitions

As used in this Agreement, the following terms shall have the meanings set forth below. Terms used in the singular shall include the plural and vice versa.

1. "Attorneys' Fees" means any amount of attorneys' fees, costs, and/or expenses, awarded to Class Counsel by the Court.
2. "Benefit Cap" means the Settlement Fund, less the sum of the Attorneys' Fees, Costs of Notice and Administration, Fund Testing Costs, and Service Awards.
3. "Chinese Laminate Flooring" means Chinese-made laminate flooring sold by Defendant between January 1, 2012 and August 1, 2015 and listed in Exhibit A and Exhibit B.
4. "Claim Form" means the claim form substantially in the form attached hereto as Exhibit C.
5. "Claim Number" means a unique number assigned by the Settlement Administrator to Settlement Class Members who can

be identified as purchasers of the products listed in Exhibit A and Exhibit B from the Class Member Information provided by Defendant to the Settlement Administrator. The Claim Number will be printed on the Postcard Notice or, for claimants who do not receive Postcard Notice, may be obtained by calling the Settlement Administrator, provided that the Settlement Administrator can so substantiate that claim in the same manner as those Settlement Class Members who received the Postcard Notice.

6. “Claims Period” means the time period starting on the date of the first day of the Notice Period and continuing to a date that falls 180 days after the entry of the Preliminary Approval Order
7. “Class Counsel” means the following attorneys: Alexander Robertson IV of Robertson & Associates, LLP; Daniel K. Bryson of Whitfield Bryson & Mason, LLP; Kenneth S. Canfield of Doffermyre Shields Canfield & Knowles, LLC; and Robert R. Ahdoot of Ahdoot & Wolfson, PC.
8. “Class Releasors” means each Settlement Class Member and each Settlement Class Member’s successors, heirs, executors, trustees, administrators, and assigns.

9. “Class Representatives” means the named Plaintiffs Bridget Smith, Rene Tan, Victor Castaneda, Krisada Lueamrung, Damon Lovett, and William Chalk.
10. “Commercial User” means a person or entity whose Chinese Laminate Flooring is installed in a commercial building or facility, a non-residential setting, and/or a non-owner-occupied residential building or facility.
11. “Costs of Notice and Administration” means the costs of: (1) Notice of Class Settlement (including the fees and expenses of the Settlement Administrator); (2) Settlement administration (including the fees and expenses of the Settlement Administrator); (3) distribution of checks to Settlement Class Members; (4) other communications and correspondence with Settlement Class Members; (5) administration of the Escrow Account kept and maintained by the Settlement Administrator; (6) any cost or expense incurred or charged by the Settlement Administrator in relation to this Settlement; and (7) any other costs associated with the provision of notice or the administration of the Settlement. “Costs of Notice and Administration” do not include Testing Costs.

12. “Court” means the United States District Court for the Northern District of Georgia, where the Action is pending.
13. “Effective Date” is the date defined in Section IV.G of this Agreement.
14. “Escrow Account” means the account established pursuant to Section IV.H.4 of this Agreement.
15. “Final Fairness Hearing” means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Notice Period and exclusion and objection deadlines for purposes of: (a) entering the Final Order and Judgment and dismissing the Action with prejudice; (b) determining whether the Settlement should be approved as fair, reasonable, and adequate pursuant to Fed. R. Civ. P. 23(e); (c) ruling upon an application for Service Awards by the Class Representatives; (d) ruling upon an application by Class Counsel for Attorneys’ Fees and Expenses; and (e) entering any final order awarding Attorneys’ Fees and Expenses and Service Awards. The Court shall set the date of the Final Fairness Hearing, which will be communicated to the Settlement Class in a Court-approved notice pursuant to this Agreement and in accordance with Fed.

R. Civ. P. 23(c)(2). The Parties shall request that the Court schedule the Final Fairness Hearing for a date that is in compliance with the provisions of 28 U.S.C. § 1715(d).

16. “Final Order and Judgment” means the Court’s order and judgment fully and finally approving the Settlement and dismissing the Action with prejudice
17. “Funding Amount” means the Settlement Fund less the sum of the Attorneys’ Fees, Costs of Notice and Administration, Fund Testing Costs, Service Awards, and Store Credit Value.
18. “Funding Date” means the Effective Date of this Agreement, or the date following the last day of the Claims Period, whichever is later.
19. “Long Form Notice” means the long form notice of settlement, substantially in the form attached hereto as Exhibit D.
20. “Non-Testing Subclass” means all end users of Chinese-made laminate flooring sold by Defendant between January 1, 2012 and August 1, 2015 with one of the product SKUs listed on Exhibit A.
21. “Notice of Class Settlement” means notices, including the Long Form Notice, the Summary Notice, the Postcard Notice, the

Settlement Website, and Toll-Free Telephone Number, provided to the Settlement Class pursuant to the Notice Plan.

22. “Notice Period” means the period running from the date the Settlement Administrator commences the Notice Plan until such Notice Plan is complete. The Notice Period must commence within ten (10) calendar days after the entry of the Preliminary Approval Order and should be substantially completed not later than sixty (60) days after entry of the Preliminary Approval Order.
23. “Notice Plan” means the plan for the dissemination of the notice of this Agreement and Settlement as set forth in Declaration of the Settlement Administrator attached hereto as Exhibit E. The Notice Plan shall commence no later than ten (10) calendar days after the date of the issuance of the Preliminary Approval Order.
24. “Opt-Out” means any person or entity falling within the definition of the Settlement Class who timely and validly submits a request for exclusion from the Settlement Class in accordance with the procedures set forth in the Notice of Class Settlement and this Agreement.

25. “Parties” means the Defendant and Class Representatives.
26. “Postcard Notice” means the postcard notice, to be sent to Potential Settlement Class Members, substantially in the form of the notice attached hereto as Exhibit F and Exhibit L. The Settlement Administrator will send the Postcard Notice attached as Exhibit F to Non-Testing Subclass Members, and the Postcard Notice attached as Exhibit L to Testing Subclass Members.
27. “Proof of Purchase” means a sales receipt, an invoice from a contractor, the Claim Number, or a credit card or bank statement substantiating the purchase.
28. “Preliminary Approval Order” means the order preliminarily approving the Settlement, Notice of Class Settlement and Notice Plan, substantially in the form attached hereto as Exhibit G.
29. “Released Claims” means any and all claims, demands, actions, suits, causes of action, damages whenever incurred, and the liabilities of any nature whatsoever, including costs, expenses, restitution, punitive damage, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or in

equity, that Class Releasors, whether or not they object to this Settlement or make a claim upon or participate in the Settlement, ever had, now has, or hereafter can, shall, or may have, directly, indirectly, representatively, derivatively, or in any capacity, arising out of or relating to their purchase, installation, use, removal, exposure to, and/or replacement of Chinese-made laminate flooring listed in Exhibit A and Exhibit B sold by Defendant. “Released Claims” include but are not limited to claims under consumer fraud and protection statutes, unfair trade practices statutes, unjust enrichment claims, breach of warranty claims, and common law causes of action. “Released Claims” do not include personal injury claims, as further set forth in Section VI.A.

30. “Released Persons” means Defendant, along with its parent companies, investors, affiliates, suppliers, successors, assigns, subsidiaries, and trustees and/or beneficiaries of trusts which have an interest in the above referenced companies; and/or any current, past or future owners, directors, officers, employees, attorneys, accountants, direct and indirect shareholders, partners, members, or agents of the foregoing.

31. “Service Award” means the amount described in Section III.C.3.
32. “Settlement” means the settlement embodied in this Agreement, including all attached Exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference).
33. “Settlement Administrator” means the qualified third party administrator and agent agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice of Class Settlement. The Parties agree to recommend that the Court appoint Garden City Group, LLC as Settlement Administrator to: (a) design, consult on, and implement the Notice Plan and related requirements of this Agreement; and (b) implement the Notice Plan, the Settlement website (www.FDSettlement.com), the submission and review of Claim Forms, and related requirements of this Agreement, subject to the Court’s approval.
34. “Settlement Fund” means fourteen million dollars (\$14,000,000.00).

35. “Settlement Class Member” means any person or entity falling within the definition of the Settlement Class, other than any Opt-Out.
36. “Store Credit Card” means a pre-paid card created by Defendant for each Settlement Class Member who elects the Store Credit option, which the Settlement Class Member may use for purchases at any of Defendant’s stores in the United States.
37. “Store Credit Value” means the total dollar amount of store credit to be awarded to Settlement Class Members who submit a valid, approved claim and elect the store credit option.
38. “Summary Notice” means and includes the summary notice, publication notice, banner advertisements, and e-mail summary notice for the Non-Testing Subclass and the e-mail summary notice for the Testing Subclass regarding and of the proposed class action settlement, substantially in the form attached hereto as Exhibit H, Exhibit I, Exhibit J, Exhibit K, and Exhibit L respectively.
39. “Testing Costs” means all costs incurred in connection with testing formaldehyde emissions from Chinese Laminate

Flooring samples provided by Testing Subclass members.

“Fund Testing Costs” means the first \$250,000 in Testing Costs plus any Testing Costs that exceed the Defendant Testing Costs.

“Defendant Testing Costs” means the next \$250,000 in Testing Costs above the first \$250,000 in Testing Costs, with any further Testing Costs (those above \$500,000) being Fund Testing Costs.

40. “Test Sample” means the Chinese Laminate Flooring that is submitted to the testing laboratory for testing, as set forth in this Agreement.

41. “Testing Subclass” means all end users of Chinese-made laminate flooring sold by Defendant between January 1, 2012 and August 1, 2015 with one of the product SKUs listed on Exhibit B.

III. Settlement Terms

A. Certification of Settlement Class

Defendant agrees and consents to certification of the Settlement Class for settlement purposes only, and subject to the conditions of this Agreement only.

Defendant’s agreement is contingent upon execution of this Agreement by the Parties and entry of the Final Order and Judgment. If this Agreement, for any

reason, is not finally approved or is otherwise terminated, Defendant reserves the right to reassert all of its objections and defenses to certification of any class. Class Representatives will not offer this Agreement as evidence in support of a motion to certify any class for trial purposes.

B. Settlement Class Relief and Benefits.

In consideration of a full, complete, and final settlement of the Action, dismissal of the Action with prejudice, and the Releases, and subject to the Court's approval and the terms of this Settlement, the Parties agree that each Non-Testing Subclass member, who submits a valid and timely Claim Form, may elect one of the following benefits, which Defendant shall pay subject to the terms and conditions of this Agreement:

1. Cash Option: \$1.50 per square foot of Chinese Laminate Flooring purchased or installed but not returned; or
2. Store Credit Option: A Store Credit Card in the amount of \$3.00 per square foot of Chinese Laminate Flooring purchased or installed but not returned, to be used towards the purchase of any product sold by Defendant within one year of the date of issuance, unless otherwise required by law. A Store Credit Card shall not be transferrable.

In addition, Testing Subclass members who submit a valid and timely Claim Form are entitled to elect one of the benefits stated above if: (1) the Testing Subclass member submits a Testing Sample for testing by a qualified and mutually acceptable testing laboratory or facility; and (2) such laboratory determines that the formaldehyde emissions from the given Testing Sample exceed 0.084 parts per million using non-destructive, finished product testing pursuant to the American Society of the International Association for Testing and Materials (“ASTM”) testing method known as “ASTM 6007-02.”

Settlement Class Members who are Commercial Users are not entitled to receive benefits for more than 5,000 square feet of Chinese Laminate Flooring each.

In addition, the Defendant shall pay the Defendant Testing Costs as they are incurred.

In the event the total amount of valid and accepted claims submitted by Settlement Class Members exceeds the Benefit Cap, then the Cash payment and Store Credit benefits shall be reduced *pro rata* so that the total amount of the benefit provided to Settlement Class Members does not exceed the Benefit Cap. In calculating the value of the benefits for purposes of determining whether the Benefit Cap has been exceeded, Store Credit benefits will be valued at \$2.25 per square foot of approved and valid claims.

C. Administrative Expenses, Attorneys' Fees, Costs

1. Costs of Notice and Administering Settlement and Testing Costs

The Settlement Administrator shall periodically invoice Defendant, with copy to Class Counsel, for the Costs of Notice and Administration, as such costs are incurred. In addition, the laboratory hired to conduct the testing contemplated by this Agreement shall periodically invoice Defendant, with copy to Class Counsel and the Settlement Administrator, for the Testing Costs, as such costs are incurred. Defendant shall pay the Costs of Notice and Administration and the Testing Costs pursuant to the terms and conditions set forth in those invoices, subject to reasonable objection thereto for cause. As further specified in Sections II.B.17, and IV.H, the Costs of Notice and Administration and Fund Testing Costs shall be subtracted from the Settlement Fund to determine the Funding Amount.

2. Attorneys' Fees and Costs

Defendant will not object or otherwise comment to Class Counsel's request to the Court for an award of attorneys' fees and costs not to exceed four million six hundred sixty-six thousand six hundred and sixty-six dollars and sixty-seven cents (\$4,666,666.67), which is thirty-three and one-third percent (33-1/3%) of the Settlement Fund. As further specified in Sections II.B.17 and IV.H, the Attorneys'

Fees shall be subtracted from the Settlement Fund to determine the Funding Amount.

3. Service Award

The Class Representatives, or Class Counsel on their behalf, may make an application for a Service Award in an amount not to exceed three thousand dollars (\$3,000) per each Class Representative. Defendant will not oppose or otherwise comment to the Service Awards referenced above. As further specified in Sections II.B.17 and IV.H, the Service Awards shall be subtracted from the Settlement Fund to determine the Funding Amount.

D. Termination of Agreement

1. Election to Terminate Resulting from Non-Approval

Defendant and Class Representatives shall each have the right to terminate this Agreement by providing written notice of their election to do so (“Termination Notice”) to each other within 10 business days of (a) the Court declining to enter the Preliminary Approval Order substantially in the form annexed hereto as Exhibit G; (b) the Court declining to enter the Final Order and Judgment or entering a Final Order and Judgment that materially alters any provision of this Agreement (an “Alternative Judgment”); or (c) the date upon which the Final Order and Judgment is modified or reversed in any material respect by the U.S. Court of Appeals or the U.S. Supreme Court. In the event that the Court enters an

Alternative Judgment and the Parties hereto do not elect to terminate this Agreement, Defendant and Class Representatives shall each have the right to terminate this Agreement by providing “Termination Notice” to each other within 10 days of the date upon which any Alternative Judgment is modified or reversed in any material respect by the U.S. Court of Appeals or the U.S. Supreme Court. A modification at any stage or reversal on appeal of (1) any amount of Attorneys’ Fees and expenses requested by Class Counsel, (2) the amount of Service Awards to be awarded to Class Representatives, or (3) the proposed plan of distribution set forth in this Agreement shall not constitute a material change that would entitle a party to terminate this Agreement pursuant to this Section.

2. Termination Due to Opt-Outs.

If the total square footage of Chinese Laminate Flooring represented by Opt-Outs meets or exceeds a certain amount (as specified and calculated pursuant to the terms of a Supplemental Class Agreement made between the parties), Defendant shall be entitled, at its sole option, to terminate this Agreement pursuant to the terms of said Supplemental Class Agreement.

3. Effect of Termination

In the event of termination, this Agreement shall be of no force or effect. All negotiations, proceedings, documents prepared, and statements made in connection with the Agreement shall be without prejudice to the Parties, shall not

be deemed or construed to be an admission or confession by the Parties of any fact, matter or proposition of law, and shall not be used in any manner for any purpose in this Action or any other judicial or administrative proceeding, and the Parties shall stand in the same position as existed on the day before signing this Agreement and as if the Agreement had not been negotiated and executed. Defendant denies all of the Class Representatives' claims as to liability and damages, as well as Class Representatives' class allegations, and does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations upon all procedural and factual grounds including the assertion of any and all defenses.

IV. Procedure for Approval and Implementation of Settlement

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and effect the reasonable implementation of this Agreement. The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

A. Submission to the Court for Preliminary Approval

1. Preliminary Approval of Proposed Settlement Agreement

Class Counsel shall submit this Agreement to the Court, along with a motion seeking preliminary approval of the proposed Settlement, as soon as practicable following the execution of this Agreement. The motion shall request entry of the Preliminary Approval Order.

2. Stay and Resumption of Proceedings

Subject to preliminary approval of this Agreement by the Court, all proceedings in this Action, other than proceedings arising out of or relating to this Agreement, shall be stayed. In the event the Court does not approve this Agreement, the Effective Date does not occur, or this Agreement is otherwise terminated, all stayed proceedings shall resume in a reasonable manner.

3. Entry of Final Judgment

If the Court approves this Agreement following the Final Fairness Hearing scheduled by the Court pursuant to the Preliminary Approval Order, Class Representatives and Defendant shall jointly request entry of a Final Order and Judgment.

B. Appointment of Settlement Administrator

Subject to the approval of the Court, the Parties have agreed to the appointment of Garden City Group, LLC to serve as the Settlement Administrator in this matter. The Settlement Administrator shall perform the following duties: (a) prepare the Notice Plan; (b) disseminate the Notice of Class Settlement; (c)

process Settlement claims and Opt-Out forms; (d) receive and serve on Class Counsel, Defendant's Counsel, and the Court written objections and Opt-Out requests; (e) forward test kits and instructions to testing claimants; (f) receive the results of laboratory testing from Benchmark International and determine if the results qualify the Testing Subclass members to receive additional Settlement Class Benefits pursuant to the terms and conditions of this agreement; (g) determine the amounts of the awards due to eligible Settlement Class Members in accord with the terms and procedures set forth herein; (h) resolve any challenges, and associated documentation, to the awards due to eligible Settlement Class Members; (i) report, in summary or narrative form, to Class Counsel and Defendant's counsel regarding the completion of the tasks identified in this paragraph; (j) issue other reports and provide any and all files, documents and data related to this Settlement, upon request, to Defense Counsel, Defendant or Class Counsel; (k) carry out other related tasks in accordance with the terms of this Settlement Agreement; and (l) agree to employ their best efforts to faithfully and fully perform any and all obligations and duties imposed on the Settlement Administrator pursuant to this Agreement and its exhibits and amendments (if any).

The Settlement Administrator shall submit periodic invoices describing its services and the Costs of Notice and Administration to Defendant's Counsel with a

copy to Class Counsel and, subject to reasonable objection thereto for cause, Defendant shall pay such invoices within a reasonable amount of time. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement Agreement have been fully executed.

C. Plan for Dissemination of Notice

It is the Parties' intent that class members receive constitutionally adequate notice of the Settlement. Class Representatives shall submit to the Court for approval the Notice Plan and the Notice of Class Settlement. The Notice Plan will provide the best notice practicable under the circumstances of the Action, conform to all aspects of Federal Rule of Civil Procedure 23, satisfy the Due Process Clause of the United States Constitution, and comply with the terms and conditions of this Agreement.

The dissemination of the Notice of Class Settlement shall be commenced by the Settlement Administrator within ten (10) calendar days of the entry of the Preliminary Approval Order. Should the Court order notice of a type or in a form not specified in the Notice Plan set forth in Exhibit E and in this Agreement,

Defendant reserves the right to terminate this Agreement pursuant to Section III.D.1.

The Notice Plan shall include the following:

1. Class Member Information

No later than three (3) business days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with information in its possession reflecting the name, e-mail address, telephone number, physical mailing address, SKU(s) purchased, and amount of product purchased by square footage if available, (collectively, “Class Member Information”) of each reasonably identifiable person or entity who falls within the definition of the Class (collectively, “Potential Settlement Class Member”). Defendant warrants and represents that it will provide such information current as of the time of the Potential Settlement Class Member’s purchase of Chinese Laminate Flooring.

Upon request by any Potential Settlement Class Member at a store operated by Defendant, Defendant will provide a copy of any available receipt or invoice for any purchase by that Potential Settlement Class Member of any Chinese Laminate Flooring of the products listed in Exhibit A and Exhibit B.

2. Internet Website

Prior to the commencement of the Notice Period, the Settlement Administrator shall establish an Internet website, www.FDSettlement.com, that

will inform Settlement Class Members of the terms of this Settlement, their rights, dates and deadlines and related information. The website shall include, in .pdf format and available for download, the following: (i) the Long Form Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement (including all of its Exhibits), (v) the operative Complaint filed in the Action; and (vi) any other materials agreed upon by the Parties and/or required by the Court.

The Internet website shall provide Class Members with the ability to complete and submit the Claim Form electronically. The Internet website shall also make the Claim Form available for download. Banner ads on the Internet, if any, shall direct Class Members to the Settlement website at www.FDSettlement.com.

3. Toll-Free Telephone Number

Prior to the commencement of the Notice Period, the Settlement Administrator shall establish a toll-free telephone number, through which Settlement Class Members may obtain information about the Action and the Settlement and request a Claim Number and a mailed copy of the Long Form Notice and/or the Claim Form, pursuant to the terms and conditions of this Settlement. The Long Form Notice, Claim Form and Summary Notice will be mailed to all persons who request one via the toll-free phone number maintained by the Settlement Administrator. The Settlement Administrator shall provide any person who calls the toll-free number a Claim Number, provided that the

Settlement Administrator can so substantiate that caller as a Settlement Class Member in the same manner as those Settlement Class Members who receive the Postcard Notice. In the event the Settlement Administrator is not able to provide the caller with a Claim Number, the Settlement Administrator will inform the caller that he/she/it can submit a Claim but must include a Proof of Purchase.

4. Direct Notice – United States Mail

Following, and no later than 35-days after, the commencement of the Notice Period, the Settlement Administrator will send the Postcard Notice by United States Postal Service (“USPS”) first class mail to all Potential Settlement Class Members for whom a physical mailing address can be identified from the Class Member Information. Each Postcard Notice will include a Claim Number. The Settlement Administrator will send the Postcard Notice attached as Exhibit F to Non-Testing Subclass Members, and the Postcard Notice attached as Exhibit L to Testing Subclass Members.

Prior to the initial mailing of the Postcard Notice, postal mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the USPS. Any addresses returned by NCOA as invalid will be updated through a third-party address search service prior to mailing. All addresses will be certified via the Coding Accuracy Support System (“CASS”) to

ensure the quality of the zip codes, and verified through the Delivery Point Validation (“DPV”) to verify the accuracy of the addresses.

Postcard Notices returned as undeliverable will be re-mailed to any new address available through postal service information, for example, to the address provided by the postal service on returned pieces for which the automatic forwarding order has expired, but which is still available during the period in which the postal service returns the piece with the address indicated, or more current or correct addresses that may be found using a third-party lookup service (*e.g.*, “ALLFIND”, maintained by LexisNexis). Upon successfully locating better addresses, the Postcard Notice will be promptly re-mailed. Additionally, the Notices will be mailed to all persons who request one via the toll-free phone number maintained by the administrator.

5. Direct Notice – E-mail Notice

Following, and no later than 45-days after, the commencement of the Notice Period, the Settlement Administrator shall e-mail the e-mail summary notice attached hereto as Exhibit K (the “Summary E-mail Notice”) to each Potential Settlement Class Member that does not have deliverable physical mailing address (*e.g.* either no physical mailing address or an undeliverable physical mailing address listed in the Class Member Information), but has a facially valid email

address listed in the Class Member Information. Each Summary E-mail Notice will include a Claim Number. For those Settlement Class Members who qualify to receive an e-mail Summary Notice, the Settlement Administrator will send the e-mail notice attached as Exhibit K to Non-Testing Subclass Members, and the e-mail notice attached as Exhibit M to Testing Subclass Members.

The e-mail Summary Notice will be created using an embedded html text format. This format will provide text that is easy to read without graphics, tables, images and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The emails will be sent using a server known to the major emails providers as one not used to send bulk “SPAM” or “junk” email blasts. Also, the emails will be sent in small groups so as to not be erroneously flagged as a bulk junk email blast. Each Summary Email Notice will be transmitted with a unique message identifier. If the receiving e-mail server cannot deliver the message, a “bounce code” should be returned along with the unique message identifier. For any Summary Email Notice for which a bounce code is received indicating that the message is undeliverable, at least two additional attempts will be made to deliver the Notice by email. The Summary E-mail Notice will include an embedded link to the Settlement Website (www.FDSettlement.com).

6. Publication

Within ten (10) calendar days after the entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Settlement Administrator will provide Notice of Class Settlement to the Settlement Class as follows:

- a. Publishing the Publication Notice and Banner Advertisements (attached hereto as Exhibit I and Exhibit J) in print publications and *via* Internet advertising, pursuant to the Preliminary Approval Order and as set forth in the Notice Plan described in the Declaration of the Settlement Administrator attached hereto as Exhibit E;
- b. Publishing, on or before the Notice Date, the Long Form Notice on the settlement website (www.FDSettlement.com), as specified in the Preliminary Approval Order and as set forth in the Notice Plan described in the Declaration of the Settlement Administrator attached hereto as Exhibit E; and
- c. Providing the Internet address, in the Long Form Notice and the Summary Notice, to the settlement website (www.FDSettlement.com).
- d. Providing one reminder e-mail notice regarding the benefits of the Settlement and the Claim Deadline to Settlement Class Members who have not submitted a Claim Form, and who have a facially valid email address

listed in the Class Member Information, at a date that is prior to the Claim Deadline but after thirty (30) days after the end of the Notice Period.

7. Post-Notice Declaration of Settlement Administrator

Following the completion of the Notice Plan, the Settlement Administrator shall prepare a declaration attesting to its compliance. Such declaration shall be provided to Class Counsel and Defendant's Counsel upon request following the end of the Notice Period and be filed with the Court no more than ten (10) days prior to the Final Fairness Hearing or seven (7) days prior the filing of any motion in support of final approval of the Settlement, whichever is earlier.

D. Notice to Appropriate Federal and State Officials

Not later than 10 days after Class Counsel files the Motion for Preliminary Approval of this Agreement, Defendant shall comply with 28 U.S.C. § 1715.

E. Opt-Outs and Objections By Settlement Class Members

1. Requests for Exclusion from Class or Opt-Outs

Any potential Settlement Class Member may request to be excluded from the Class by submitting a Request for Exclusion pursuant to the terms set forth in the Notice of Class Settlement. Any such request must be made in accordance with the terms set forth in the Notice of Class Settlement, must be mailed or delivered to the designated Settlement Administrator as provided in the Notice of

Class Settlement, and will be timely only if postmarked no later than thirty (30) days following the last day of the Notice Period. Each potential Settlement Class Member who submits a Request for Exclusion will be requested to provide the number of square feet of Chinese Laminate Flooring purchased and/or used for purposes of determining whether the cap specified in the “Supplemental Class Agreement” (defined below) has been reached. Each Settlement Class Member not timely opting out of the proposed Settlement shall be bound by all the terms and conditions of any final approved Settlement. The Parties agree that, should a potential Settlement Class Member submit objections to the proposed Settlement and also timely submit a Request for Exclusion, that potential Settlement Class Member shall be deemed to have excluded himself or herself from the Settlement Class and his or her objections shall not be considered by the Court.

Any potential Settlement Class Member that effectively excludes him or herself from the Settlement shall not participate in or be bound by the Settlement.

Within ten (10) business days after the expiration of the deadline for submitting a Request for Exclusion, the Settlement Administrator shall send Defendant’s Counsel and Class Counsel a report of the total number of valid Opt-Outs. The report will include the names and address of each valid Opt-Out, the total number of square feet reported by each Opt-Out, and copies of each Request

for Exclusion it receives from putative members of the Settlement Class (whether or not valid).

2. Objections to Settlement

Any Settlement Class Member who has not submitted a timely Request for Exclusion and who wishes to object to the fairness, reasonableness, or adequacy of any aspect of the Settlement, must deliver an objection, in writing, to Class Counsel and Defense Counsel and file the objection with the Court no later than thirty (30) days after the last day of the Notice Period or as the Court may otherwise direct.

Written objections must include: (i) the objector's name, address, and telephone number; (ii) the name of this Action and the case number; (iii) a statement of each objection; (iv) a valid Proof of Purchase of the Chinese Laminate Flooring or a valid Claim Number, and (v) a written brief detailing the specific basis for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection.

If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the Settlement Class Members represented by objector's counsel; (2) the number of such represented Settlement Class Members who have opted out of the Settlement Class; and (3) the number of such

represented Settlement Class Members who have remained in the Settlement Class and have not objected. If the attorney intends to seek fees and expenses from anyone other than the objectors he or she represents, the attorney shall also file with the Court and serve upon Class Counsel and Defense Counsel not later than fifteen days before the Final Fairness Hearing or as the Court may otherwise direct a document containing the following: (1) a description of the attorney's legal background and prior experience in connection with class action litigation, including the previous cases in which the attorney has represented an objector to a class action settlement; (2) the amount of fees sought by the attorney for representing the objector and the factual and legal justification for the fees being sought; (3) a statement regarding whether the fees being sought were calculated on the basis of a lodestar, contingency, or other method; (4) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; and (5) the attorney's hourly rate.

Objectors must also make themselves available for deposition by counsel for the Parties between the time the objection is filed and a date no later than five (5) days before the Final Fairness Hearing, and the objection must include the dates when the objector is available for deposition.

Any Settlement Class Member who files and serves a written objection satisfying the requirements of this section, may appear at the Fairness Hearing,

either in person or through personal counsel hired at the Settlement Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of the Settlement. Class Members, or their attorneys, intending to make an appearance at the Final Fairness Hearing must deliver to Class Counsel and Defense Counsel and have file-marked by the Court, no later than thirty days before the Final Fairness Hearing or as the Court otherwise may direct, a Notice of Intention to Appear. The Notice of Intention to Appear must: (1) state how much time the Settlement Class Member anticipates needing to present the objection; (2) identify, by name, address, and telephone number all witnesses the Settlement Class Member proposes to have testify; (3) summarize in detail the anticipated testimony of all such witnesses; (4) identify all exhibits the Settlement Class Member intends to offer in support of the objection; and (5) attach complete copies of all such exhibits.

3. Failure to Object

Any Settlement Class Member who fails to timely file such a written statement of his or her intention to object shall be foreclosed from making any objection to the Settlement and shall waive and forfeit any and all rights he or she may have to appear separately and/or object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including but not limited to, the Release.

4. Responses to Objections

Counsel for the Parties shall file any responses to the objections submitted by objecting Settlement Class Members at least fourteen (14) days before the date of the Final Fairness Hearing.

F. Claim Process

1. Submission of Claim Forms and Deadlines

To make a claim, a Settlement Class Member must complete, sign under penalty of perjury, and mail, or submit electronically through the settlement website at www.FDSettlement.com, a Claim Form and either a valid Proof of Purchase or Claim Number. Those Settlement Class Members who submit a Claim Form with a Claim Number will not need to submit a Proof of Purchase to receive the benefits to which they are entitled under the terms and conditions of this Settlement. A copy of the Claim Form is attached as Exhibit C. The Claim Form and any other required documentation must both be mailed via first class mail to the Settlement Administrator and postmarked on or before the last day of the Claims Period, or submitted electronically through the settlement website (www.FDSettlement.com) on or before the last day of the Claims period.

The Settlement Administrator shall determine whether the claimant is a Settlement Class Member and whether that claimant is in the Testing Subclass or the Non-Testing Subclass. For those Settlement Class Members that the

Settlement Administrator finds to be in the Testing Subclass, the Settlement Administrator shall mail, via first Class US Mail, within ten (10) days of the receipt of that Settlement Class Member' Claim Form, a testing sample instruction kit ("Test Kit") which will provide specific and detailed instructions regarding how the Settlement Class Member may submit Chinese Laminate Flooring for testing and obtain benefits under the terms and conditions of this Agreement.

In addition to the requirements stated above, each Testing Subclass member must submit a Testing Sample of the Chinese Laminate Flooring for testing, along with a verification under penalty of perjury that the sample submitted is from Chinese Laminate Flooring sold by Defendant that is installed at the Testing Subclass member's property (or a sample left over from the installation of such Chinese Laminate Flooring that is otherwise identical to the installed Chinese Laminate Flooring).

The sample must both be mailed via first-class mail in the manner described in the TestKit, in the package included with the Test Kit, to an address designated by the Settlement Administrator, and postmarked on or before the date that falls thirty (30) days after the Settlement Administrator sends the Test Kit to the Settlement Class Member.

Subsequent owners of property where the Chinese Laminate Flooring is installed are eligible to participate in this Settlement, but there is a limit of one claim per location where the Chinese Laminate Flooring is installed.

2. Claims Acceptance and Certification Under the Claims Program

The Settlement Administrator shall process each claim, confirm whether each claimant satisfies the eligibility requirements set forth in this Agreement, and determine the amount, if any, of each valid claim as provided for in this Agreement.

The Settlement Administrator shall review all Claim Forms for the adequacy of the submittal, inclusive of the required supporting forms, submissions, and claimant affirmation. Where the Settlement Administrator believes there are insufficiencies in any part of a submittal, such shall be noted by the Settlement Administrator within no more than 30 days of initial claim receipt. The Settlement Administrator shall then notify the claimant, in writing, using the contact information provided in the Claim Form of the rejection and the reason for the rejection. Class Counsel and Defense Counsel shall be provided with copies of all such notifications to Class Members. Thereafter, a claimant has 30 days to attempt to cure the deficiency and resubmit the claim to the Settlement Administrator. Upon receipt, if the Settlement Administrator still believes the claim is deficient, up to one additional deficiency notice (outlining the reason for the rejection) shall

be provided (for a total of two deficiency notices). Class Counsel and Defendant's Counsel shall be copied on deficiency notices. Notwithstanding the 30-day cure period, a Claimant will have a minimum of 15 days to respond to any insufficiency or deficiency noted by the Settlement Administrator. Review of any rejected or denied claim shall be performed by the Settlement Administrator, in consultation with Class Counsel and Defendant's Counsel. If Class Counsel, Defendant's Counsel and the Settlement Administrator cannot agree on a resolution of the claimant's notice contesting the rejection, the disputed claim shall be presented to a referee appointed by the Court for summary and non-appealable resolution.

Any claim that fails to satisfy the eligibility requirements set forth in this Agreement shall be denied. Ten (10) days after the Settlement Administrator commences the Notice Period (and every week thereafter), the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a report listing: (1) any putative claims denied as fraudulent or otherwise ineligible; and (2) any claims determined to be valid.

On a weekly basis, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with an electronic copy of a report that includes the following information: (1) the name and address of each putative Settlement Class Member who submitted a claim; (2) whether each such individual is a member of the Testing Subclass; (3) if the Settlement Class Member is a member of the

Testing Subclass, the results of Product Testing conducted; (4) the total number of valid claims for both the Settlement Class as a whole and for the Testing Subclass; and (5) the total amount of valid claims for both the Settlement Class as a whole and for the Testing Subclass. Class Counsel and Defendant's Counsel reserve the right to review the original documentation submitted by any putative member of the Settlement Class prior to any distribution of Settlement benefits to qualifying Settlement Class Members and to contest the validity of any benefit proposed by the Settlement Administrator. The Settlement Administrator shall consider any such contest initiated by Defendant, after providing Class Counsel and the Claimant an opportunity to respond to Defendant's dispute of any claim, and the decision of the Settlement Administrator will be final.

3. Participation

Each Settlement Class Member shall be bound by the terms of this Settlement Agreement unless he or she effectively opts-out or excludes him or herself from the Settlement, in accordance with the procedures set forth herein.

G. Effective Date

The Settlement detailed in this Agreement shall be effective on the first date after all of the following events have occurred:

1. Entry of the Order Preliminarily Approving Class Settlement, substantially in the form attached as Exhibit G or in an alternative form and none of the Parties elect to terminate the Agreement as permitted in Section III.D.1;
2. Final approval by the Court of this Settlement, following notice to Settlement Class Members and a Final Fairness Hearing;
3. Entry by the Court of a Final Order and Judgment and the expiration of any time for appeal or review of such Final Order and Judgment, or, if any appeal is filed and not dismissed, after such Final Order and Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or discretionary review by the United States Court of Appeals for the Eleventh Circuit or United States Supreme Court, or, in the event that the Court enters an Alternative Judgment and none of the Parties elect to terminate the Agreement as permitted by Section III.D.1, the date that such Alternative Judgment becomes final and no longer subject to appeal or discretionary review;
4. The claims alleged by Plaintiffs in the Complaint have been dismissed with prejudice; and

5. This Agreement is no longer subject to termination by any Party as provided for in Section III.D.

H. Disbursements and Distributions From The Settlement Proceeds and Funding

Disbursements and distributions of the Settlement proceeds shall occur as follows:

1. Defendant shall pay the Costs of Notice and Administration and the Testing Costs according to the procedures set forth in Section III.C.1.
2. Any Attorneys' Fees and litigation expenses awarded by the Court to Class Counsel shall be paid by Defendant into a trust account designated by Class Counsel for distribution to Class Counsel in accordance with this Agreement. Payment of such Attorneys' Fees and expenses shall be made within three (3) business days after the Effective Date of this Agreement.
3. Any Service Award determined by the Court for services rendered to the Settlement Class by the Class Representatives shall be paid into a trust account designated by Class Counsel for distribution to the Class Representatives in accordance with this Agreement. Payment of such Service Award shall be made

within three (3) business days after the Effective Date of this Agreement.

4. Within ten (10) business days after the Funding Date, the Settlement Administrator shall (i) advise Class Counsel and Defendant's Counsel of the total number and amount of valid claims, (ii) request monetary amounts and Store Credit Cards, from Defendant, necessary to satisfy benefits to the Settlement Class Members, as provided in this Agreement, and remaining costs of notice and claims administration, and (iii) provide Defendant with wiring instructions for the Escrow Account. Within ten (10) business days of receiving such information from the Settlement Administrator, Defendant shall wire payment of the Funding Amount to the Escrow Account. Within thirty (30) days of receiving such information from the Settlement Administrator, Defendant shall also provide the Settlement Administrator with Store Credit Cards for distribution to Settlement Class Members who submitted a valid, approved claim and elected the store credit option for benefits. The Settlement Administrator shall distribute said

benefits to the Settlement Class Members as soon as practicable after it receives said benefits from Defendants.

5. Any funds remaining in the Escrow Account after one hundred fifty (150) days from the last date on which the Settlement Administrator mails a check reflecting a Cash option payment shall revert to Defendant.
6. Store Credit Cards shall remain valid and available for use for three hundred and sixty-five (365) days after they are mailed to the Settlement Class Members, after which time they will expire and no longer be redeemable.
7. All checks reflecting a Cash option payment or a Store Credit Card shall be mailed by the Settlement Administrator using the USPS, via first class mail, no later than 45-days after the Funding Date.

I. Retention of Records

The Settlement Administrator shall retain all records relating to payment of claims under this Agreement for a period of five (5) years from the Effective Date of this Agreement.

V. **Exclusive Remedy/Dismissal of Claims/Jurisdiction**

A. Exclusive Remedy

This Agreement shall be the exclusive remedy for any and all Released Claims, any claim arising out of the subject matter of this Agreement, and any complaint by any Settlement Class Member against the Released Persons related to the Released Claims. No Released Party shall be subject to liability or expense of any kind to any Settlement Class Member related to the Released Claims except as provided in this Agreement. Upon Preliminary Approval of this Agreement, each Settlement Class Member shall be barred from initiating, asserting or prosecuting any Released Claims against any Released Party. This Agreement shall be binding upon, and inure to the benefit of, the Parties' successors and assigns.

B. Dismissal of Claims

The Parties agree that upon the Effective Date of this Agreement and payment of the Funding Amount by Defendant into the Escrow Account, all Released Claims shall be dismissed with prejudice in accordance with the Final Order and Judgment.

C. Jurisdiction

The Court shall retain exclusive and continuing jurisdiction over the Parties and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all benefits, and the implementation and enforcement of its terms, conditions, and obligations.

VI. Releases and Reservations

A. Released Claims

Upon the Effective Date of this Agreement, the Released Persons shall be released and forever discharged by the Class Releasors from all Released Claims.

All Class Releasors covenant and agree that they shall not hereafter seek to establish liability against any Released Party based, in whole or in part, on any of the Released Claims. Each Class Releasor expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims without regard to the subsequent discovery or existence of different or additional facts.

In addition, each Class Releasor hereby expressly waives and releases, upon this agreement becoming effective, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which reads:

SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR;

or by any law or state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

Each Settlement Class Member may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Paragraph, but each Settlement Class Member hereby expressly waives and fully, finally, and forever settles and releases, upon the Agreement becoming effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims with respect to the subject matter of this Paragraph whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Class Releasor also hereby expressly waives and fully, finally, and forever settles and releases any and all Released Claims it may have against the Released Persons under Section 17200 *et seq.*, of the California Business and Professions Code.

Without acknowledging that Defendant would have any such liability, Defendant agrees that these Releases do not cover, and that it will not assert these Releases or the settlement of claims pursuant to this Settlement as a defense to any claim for actual personal injury, including those arising from the installation, use, removal, exposure to, and/or replacement of Chinese-made laminate flooring sold by Defendant. In any such action for actual personal injury, Settlement Class Members may not, however, claim or recover restitution or other economic

damages allegedly attributable to their purchase, installation, removal, exposure to, and/or replacement of Chinese-made laminate flooring sold by Defendant.

Upon the Effective Date of the Settlement, all Settlement Class members that do not file a timely notice of exclusion shall be forever enjoined and barred from asserting any of the Released Claims, and any such Settlement Class member shall be deemed to have forever released the Released Parties from any and all such Released Claims.

B. Reservation of Claims and Rights/No Admission

Released Claims shall not include (a) any claim against any person or entity that is not a Released Party or (b) any claim for breach of this Agreement.

The Parties agree that this Agreement, whether or not the Effective Date occurs, and any and all negotiations, documents, and discussion associated with it shall be without prejudice to the rights of any Party (other than those compromised herein); shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by Released Persons, or of the truth of any of the claims or allegations contained in any Complaint or pleading whether in this Action or in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or authority present or future. Neither this Agreement, nor any of its provisions, nor any statement or document filed in

connection herewith nor the fact of this Agreement, shall be filed, offered, received in evidence or otherwise used in any action or proceeding. This Agreement and all of the terms herein constitute compromises and offers to compromise covered by Federal Rule of Evidence 408. In the event that this Agreement is terminated pursuant to Section III.D, nothing in this Agreement or its negotiation may be used as evidence in any action between the Parties. The Parties expressly reserve all their rights if this Agreement fails to become final and effective substantially in accordance with its terms.

Notwithstanding the preceding paragraph, this Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted with respect to any of the Released Claims, and may be filed, offered, received into evidence, and otherwise used for such defense. This Agreement may also be used in connection with the Parties' application for approval or enforcement of this Agreement and all proceedings incident thereto, including requests for attorneys' fees, costs, disbursements and benefits to the Settlement Class and any disputes arising from this Agreement.

VII. Miscellaneous Provisions

A. Reasonable Best Efforts

The Parties agree to (i) use their reasonable best efforts, including all steps required by this Agreement and other efforts that may be necessary or appropriate,

by order of the Court or otherwise, to carry out the terms of this Agreement; (ii) use their reasonable best efforts to defeat any lawsuit seeking to challenge this Agreement; and (iii) support the Settlement in all statements in any forum. Class Counsel has carefully reviewed this Agreement and has concluded that it is in the best interests of the Settlement Class Members and represents a fair and efficient method of compensating them for their claims against the Released Persons. Accordingly, Class Counsel hereby represents that they shall recommend that each Settlement Class Member accept its settlement offer under the terms of this Agreement. The Parties recognize, however, that the decision whether to participate in this Agreement rests with each individual Settlement Class Member.

B. Authorization to Enter Agreement

The undersigned representatives of Defendant represent that they are fully authorized to enter into and execute this Agreement on behalf of Defendant. Class Counsel represent that they are fully authorized to conduct settlement negotiations with Defendant's Counsel on behalf of Class Plaintiffs and to enter into and execute this Agreement on behalf of Class Plaintiffs, subject to approval by the Court pursuant to Fed. R. Civ. P. 23(e).

C. Binding Effect

This Agreement shall be binding upon, and inure to the benefit of the successors and assigns of the Parties.

D. No Party Is The Drafter

None of the Parties to this Agreement shall be considered the drafter of this Agreement or any included provision for the purpose of any statute, case law or rule of construction that would or might cause any provision to be construed against the drafter.

E. Choice of Law

This Agreement shall be governed by and interpreted according to the substantive laws of the State of Georgia without regard to its choice of law or conflict of laws principles.

F. Amendment or Waiver

This Agreement shall not be modified in any respect except by a writing executed by all Parties to this Agreement. The waiver of any rights conferred by this Agreement shall be effective only if made in writing by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior to, subsequent to, or contemporaneous with this Agreement.

G. Integrated Agreement

This Agreement, including its Exhibits and the Supplemental Class Agreement, contain an entire, complete, and integrated statement of the terms agreed to by and between the Parties.

H. No Collateral Attack

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Notice of Class Settlement after the Final Order and Judgment is entered. Such prohibited collateral attacks shall include but not be limited to claims the Settlement Class Member failed for any reason to receive timely notice of the procedure for submitting a claim.

I. Confidentiality

The terms of this Agreement shall not, without the joint written consent of the Parties, be disclosed before the date on which the Motion for Preliminary Approval is filed with the Court, except for the following limited purposes:

1. As may be deemed necessary by the Parties to retain the Settlement Administrator or any entity needed to perform product testing as provided by this Agreement;
2. To make disclosures required by law or regulation;
3. To any clients currently represented by Class Counsel who are not named Plaintiffs in the Action;
4. To Defendant's commercial banks, investment banks, consultants, and/or accountants;
5. In any action by any of the Parties to enforce the terms of this Agreement.

J. Post-Filing Publicity

Neither Class Representatives, Class Counsel, Defendant, nor Defendant's Counsel will issue a press release in connection with this Agreement, affirmatively seek out media to discuss the merits of this case or the terms or fact of the Agreement, or discuss the merits of this case or the terms or fact of the Agreement on social media. Neither Class Representatives, Class Counsel, Defendant, nor Defendant's Counsel are, however, prohibited from responding to inquiries from the press concerning the Agreement. If contacted by the press before the Funding Date, each Party shall notify the other Party prior to or within a reasonable time after responding to any press inquiries. Unless expressly agreed to by the Parties, communications with the press shall be limited to the following: "The parties agreed to a settlement, but, due to the terms of the agreement can comment no further. Defendant may also say to the press: "Floor & Decor can confirm the company has reached a potential settlement with plaintiffs to end this litigation. The company continues to deny allegations in the lawsuit and reaffirms the safety of all its products, but we wish to avoid the burden and expense of costly litigation. We will have no further comment at this time."

K. Advertising

With the exception of any advertising conducted pursuant to the Notice Plan, Class Counsel represent and warrant that they and their employees, agents,

contractors, and representatives have removed, dismantled, or discontinued all solicitation and advertising for persons with potential claims against the Released Persons, and that they and their employees, agents, contractors, and representatives have removed or discontinued all statements made concerning Chinese Laminate Flooring sold by Defendant in any advertising medium, including but not limited to billboards, websites, and newspapers.

Other than the restrictions on post-filing publicity and advertising set forth above, nothing in this Agreement will preclude Class Counsel from freely communicating with Class Members about the Action or the terms of this Agreement.

L. Amendments

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by Class Counsel and Defendant's Counsel who executed this agreement and (b) approved by the Court.

M. Meet and Confer Regarding Disputes

Should any dispute arise among the Parties or their respective Counsel regarding the implementation or interpretation of this Agreement, Class Counsel

and Defendant's Counsel shall meet and confer with one another and/or the mediator in an attempt to resolve such disputes prior to submitting such disputes to the Court.

N. Waiver of Compliance

Any failure of any Party, Defendant's Counsel, and/or Class Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

O. Severability

In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision if the Defendant and Class Counsel mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

P. Execution in Counterparts

This Agreement may be executed in counterparts. Facsimile or PDF signatures shall be valid signatures as of the date thereof, although the original signature pages shall be appended to this Agreement and filed with the Court thereafter.

IN WITNESS WHEREOF, the Parties hereto, by and through their fully authorized representatives, have executed this Agreement as of August ___, 2016.

[signature pages follow]

DEFENDANT

Dated: _____

David Christopherson
Senior Vice President & General Counsel
FLOOR & DECOR OUTLETS OF
AMERICA, INC.
For Defendant

CLASS COUNSEL


Dated: 9/1/16


Daniel K. Bryson
WHITFIELD BRYSON & MASON LLP

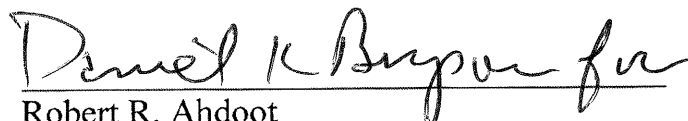
Dated: 9-1-16


Alexander Robertson, IV
ROBERTSON & ASSOCIATES, LLP

Dated: 9/1/16

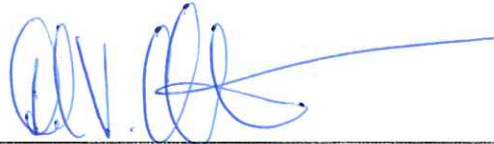

Kenneth S. Canfield
DOFFERMYRE, SHIELDS, CANFIELD &
KNOWLES, LLC

Dated: 9/1/16


Robert R. Ahdoot
AHDoot & WOLFSON, PC

DEFENDANT

Dated: 8-31-16



David Christopherson
Senior Vice President & General Counsel
FLOOR & DECOR OUTLETS OF
AMERICA, INC.
For Defendant

CLASS COUNSEL

Dated: _____

Daniel K. Bryson
WHITFIELD BRYSON & MASON LLP

Dated: _____

Alexander Robertson, IV
ROBERTSON & ASSOCIATES, LLP

Dated: _____

Kenneth S. Canfield
DOFFERMYRE, SHIELDS, CANFIELD &
KNOWLES, LLC

Dated: _____

Robert R. Ahdoot
AHDROOT & WOLFSON, PC

DEFENDANT'S COUNSEL

Dated: 8/31/2016

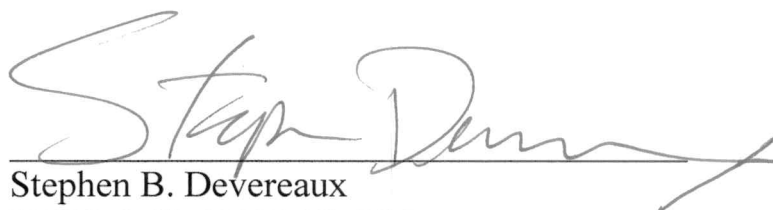

Stephen B. Devereaux
KING & SPALDING, LLP

EXHIBIT A

Exhibit A

<u>SKU</u>	<u>Product Description</u>
100028745	LAM 12MM WINCHESTER RED OAK
100040724	LAM 12.3MM WINY COFFE EIR HSRW
100040732	LAM 12.3MM SUNSET GLW EIR HSRW
100040740	LAM 12.3MM MDNGT MOON EIR HSRW
100040757	LAM 12.3MM SILVER GREY EIR HS
100040765	LAM 12.3MM DARK HICKORY HS RW
100040773	LAM 12.3MM TUSCAN OLIVE HS RW
100042951	LAM 12.3MM RUSTIC HICKORY
100085315	LAM 15MM COFFEE MAPLE
100085323	LAM 15MM MOCHA OAK
100085331	LAM 15MM STAVE OAK GRAY
100085349	LAM 15MM STRANDED BAMBOO
100085356	LAM 15MM SUGAR MAPLE
100085364	LAM 15MM TOASTED OAK
100117993	LAM 12.3MM CAPPUCCINO OAK
944100768	LAM 8.3MM GUNSTOCK OAK HI GLOS
944100769	LAM 8.3MM BUTTERSCOTCH OAK
944100770	LAM 12.3MM CARRIBEAN FRUITWOOD
944100771	LAM 12.3MM YUCATAN BEECHWOOD
944100772	LAM 12.3MM CARRIBEAN ROSEWOOD
944100773	LAM 12.3MM COSTA RICAN WALNUT
944100774	LAM 12.3MM CARRIBEAN WALNUT
944100776	LAM 12.3MM MAYAN PECAN HI GLS
944100777	LAM 12.3MM BAHAMIAN TEAK HI GS
944100923	LAM 12 3MM CARRIBEAN FRUITWOOD
944100924	LAM 12.3MM YUCATAN BEECHWOOD
944100926	LAM 12.3MM CARRIBEAN ROSEWOOD
944100930	LAM 12 3MM COSTA RICAN WALNUT
944100931	LAM 12.3MM CARRIBEAN WALNUT HG
944100932	LAM 12.3MM MAYAN PECAN HG
944100933	LAM 12 3MM BAHAMIAN TEAK HG
944100952	LAM 12MM MIDNIGHT HICKORY
944100957	LAM 8MM MOCHA MAPLE
944100958	LAM 8MM COFFEE MAPLE

944100960	LAM 12MM BRAZILIZN CHERRY
944100961	LAM 12MM DISTRESSED WALNUT
944100963	LAM 12MM ANTIQUE WALNUT HS
944100964	LAM 12MM AMERICAN WALNUT
944100965	LAM 12MM STERLING WALNUT
944100966	LAM 12MM RED ANCIENT PINE BEV
944100967	LAM 12MM NATURAL OAK BEV
944100968	LAM 12MM COFFEE MAPLE BEV
944100969	LAM 12MM JATOBA SEMI GLOSS BEV
944100970	LAM 12MM MOCHA MAPLE BEV
944100971	LAM 12MM EXOTIC WALNUT
944100972	LAM 12MM DARK WALNUT
944100979	LAM 12MM ROSEWOOD DISTRESS
944100980	LAM 12MM NAT CHERRY DISTRESS
944100982	LAM 12MM ANCIENT CHERRY D
944101049	LAM 12MM GOLDEN WALNUT BEV
944101050	LAM 12MM WILD WALNUT
944101051	LAM 12MM BRAZILIAN WALNUT
944101052	LAM 12MM ACACIA
944101053	LAM 12MM EXOTIC WALNUT HG
944101054	LAM 12MM CHERRY
944101057	LAM 12MM BRAZILIAN TEAK
944101170	LAM 12.3MM BRAZ TIGERWOOD BEV
944101171	LAM 12.3MM CAROLINA HICKORY HS
944101172	LAM 12.3MM ASHLAND HICKORY HS
944101173	LAM 12.3MM HAMPTON HICKORY HS
944101174	LAM 12.3MM MAHOGANY HS
944101175	LAM 12.3MM ANTIQUE OAK HS
944101176	LAM 12.3MM BARNWOOD OAK HS
944101177	LAM 12.3MM CABREUVA HS
944101178	LAM 12.3MM WILD ACACIA HS
944101179	LAM 12.3MM TUSCAN OLIVE HS
944101180	LAM 12.3MM LAPACHO HS
944101181	LAM 12.3MM JAVA BAMBOO BEV
944101182	LAM 12.3MM ESPRESSO OAK HS
944101184	LAM 12.3MM YUCATAN BEECHWD HG
944101185	LAM 12.3MM CARRIBEAN ROSEWD HG
944101186	LAM 12.3MM COSTA RICN WALNT HG
944101187	LAM 12.3MM CARRIBEAN WALNUT HG

944101188	LAM 12.3MM MAYAN PECAN HG
944101189	LAM 12.3MM BAHAMIAN TEAK HG
944101190	LAM 12.3MM BRAZILIAN CHERRY HG
944101191	LAM 12.3MM TAZMANIAN WALNUT HG
944101192	LAM 12.3MM AUSTRALIAN OAK HG
944101193	LAM 8MM BRAZ WALNUT HG
944101194	LAM 8MM EXOTIC WALNUT HG
944101196	LAM 8MM ACACIA LIGHT 4SBEV HG
944101199	LAM 8MM ACACIA DARK 4SBEV HG
944101239	LAM 12MM NIGHTFALL HICKORY
944101261	LAM 12MM SAN TROPEZ
944101262	LAM 12MM COLUMBUS OAK
944101263	LAM 12MM BORDEAUX FRENCH BLEED
944101278	LAM 8MM MOCHA
944101279	LAM 12.3MM ST. TROPEZ FRNCH BL
944101280	LAM 12.3MM MONACO FRENCH BLEED
944101281	LAM 12.3MM MARSELLE FRENCH BLE
944101282	LAM 12.3MM CANNES FRENCH BLEED
944101283	LAM 12.3MM TIGERWOOD HG 5.5IN
944101284	LAM 12.3MM BURLEWOOD BEV 3.5IN
944101285	LAM 12.3MM PEWTER PRES BEV 5IN
944101286	LAM 12.3MM BURLEWOOD BEV 5IN
944101287	LAM 12.3MM TASMANIA WALNUT HG
944101290	LAM 12.3MM TIGERWOOD NATRL HG
944101291	LAM 12.3MM 5.5IN ROSEWOOD HG
944101292	LAM 12.3MM 5N SILVER MAPLE BEV
944101293	LAM 12.3MM 5IN BURLEWOOD BEV
944101294	LAM 12.3MM 5IN BRAZ CHERRY BEV
944101318	LAM 12.3MM CAROLINA HICKORYHS
944101319	LAM 12.3MM HAMPTON HICKORY HSB
944101320	LAM 12.3MM ASHLAND HICKORY HSB
944101331	LAM 12.3MM CLASSIC OAK 7 1/2IN
944101332	LAM 12.3MM CENTURY OAK 7 1/2IN
944101333	LAM 12.3MM ASH OAK 5 1/2IN
944101334	LAM 12.3MM RUSTIC HICKORY HS
944101335	LAM 12.3MM MANOR OAK 5 1/2IN
944101336	LAM 12.3MM HAMMERED OAK HS 5IN
944103034	LAM 12MM RUSTIC OLIVE DISTRESS
944122132	LAM 12MM SUNSET HICKORY

944163421	LAM 12MM DARK WENGE
944189974	LAM 12MM ANTIQUE WALNUT DIST
944197728	LAM 12MM SMOKEY OAK DISTRESSED
944301239	LAM 8MM V-GROOVE LYON
944301240	LAM 8MM V-GROOVE NORMANDY
944301242	LAM 8MM ELEGANT CHERRY
944301243	LAM 8MM ROSEWOOD
944301244	LAM 8MM ELEGANT BEECH
944301245	LAM 8MM HONEY MAPLE
944301248	LAM 8MM MOCHA
944301253	LAM 8MM PRESSED COFFEE MAPLE
944301257	LAM 12MM DS NATURAL CHERRY
944301258	LAM 12MM DS ANTIQUE WALNUT
944301259	LAM 12MM DS BRAZILIAN CHERRY
944301263	LAM 12MM AMERICAN WALNUT
944301264	LAM 12MM PRESSED WILD WALNUT
944301265	LAM 12MM GOLDEN WALNUT
944301266	LAM 12MM STERLING WALNUT
944301267	LAM 12MM PATAGONIAN ROSEWOOD
944301268	LAM 12MM DARK WENGE
944301269	LAM 12MM TOFFEE WENGE
944301270	LAM 12MM MIDNIGHT HICKORY
944301271	LAM 12MM SUNSET HICKORY
944301273	LAM 12MM BORDEAUX
944301274	LAM 12MM SAN TROPEZ
944301276	LAM 12MM RED ANCIENT PINE
944301277	LAM 12MM ANTIQUE OAK
944301278	LAM 12MM JATоба
944301279	LAM 12MM NATURAL OAK
944301281	LAM 12MM JATоба SEMI GLOSS
944301282	LAM 12MM MOCHA MAPLE
944301287	LAM 12MM WINCHESTER RED OAK
944301291	LAM 12MM ACACIA
944301292	LAM 12MM DARK WALNUT
944301302	LAM 12MM CORAL REEF
944301304	LAM 12MM CORONADO BEACH
944301320	LAM 12MM NIGHTFALL HICKORY

EXHIBIT B

Exhibit B

<u>SKU</u>	<u>Product Description</u>
100010354	LAM 12.3MM COUNTRY OAK
100010362	LAM 12.3MM RUSTIC HICKORY
100010370	LAM 12.3MM ASH OAK
100010388	LAM 12.3MM MANOR OAK
100010396	LAM 12.3MM CLASSIC OAK
100013598	LAM 12.3MM MISTY OAK DBEVEL
100013614	LAM 12.3MM SADDLE OAK DBEVL FB
100013630	LAM 12.3MM CHESTNUT BROWN BEV
100013648	LAM 12.3MM FAIRMONT HICKORY BV
100013655	LAM 12.3MM HIGHLANDS HICKRY BV
100015544	LAM 12.3MM COTTNWD WHISPER RW
100015551	LAM 12.3MM COTTNWOOD SADDLE RW
100027705	LAM 8MM AGED WALNUT
100027713	LAM 8MM JATOBA
100027721	LAM 8MM LIGHT WALNUT
100027739	LAM 8MM HAWAIIAN KOA
100027747	LAM 8MM FOSSIL FORREST
100040575	LAM 12MM WHITE WASH WALNUT
100040583	LAM 12MM WT WASH WNT BOARDWALK
100040591	LAM 12MM WT WASH WLNT CAMPFIRE
100040609	LAM 12MM WEATHERED PATINA
100040617	LAM 12MM OLD ORIGINAL RD WIDTH
100040625	LAM 12MM OLD ORIGINAL DARK RW
100040641	LAM 12MM NATURAL OAK
100040658	LAM 12MM SADDLE OAK
100040674	LAM 8MM TOBACCO HS BEVEL MX LN
100085463	LAM 12MM AMSTEL ER WATERRESIST
100085471	LAM 12MM ANTQ CHRY WATERRESIST
100085489	LAM 12MM BELE ISLE WATERRESIST
100085497	LAM 12MM CALICO ER WATERRESIST
100085505	LAM 12MM COCO ERHS WATERRESIST
100085513	LAM 12MM EXPRESSO WATERRESIST
100085521	LAM 12MM GOGH EIR WATERRESIST
100085539	LAM 12MM SMKY DUSK WATERRESIST

100086370	LAM 12MM AMBER HG
100086883	LAM 12MM SALEMO WATERRESIST
100087782	LAM 12MM ACACIA SPICE HS RL
100087808	LAM 12MM RECLM BARN GRAY RW
100087824	LAM 12MM TIDAL WALL RW
100101344	LAM 12MM RCLM AGED CHESTNUT HS
100101351	LAM 12MM RUSTY IRON RW
100101369	LAM 12MM TIDAL WALL RW
100101377	LAM 12MM FORESTWOOD ASH B
100105162	LAM 12.3MM RUSTC TMBR GRYLINE
100105170	LAM 12.3MM RUSTC TMBR CHARCOAL
100105188	LAM 12.3MM RSTC TMBR LGHT HAZE
100105196	LAM 12.3MM RSTC TMBR WHITEWASH
100105204	LAM 12.3MM RUSTIC TIMBER TERRA
100105246	LAM 8MM WEATHERED OAK HS
100105253	LAM 8MM ACACIA FAWN HS
100105261	LAM 8MM ACACIA SANGRIA HS
100105279	LAM 8MM ACACIA RUSSET HS
100105287	LAM 8MM TOBACCO RIDGE MIX L BV
100105295	LAM 8MM KAHLUA SMOOTH BEV
100105303	LAM 12.3MM RSTC TMBR HAZELTINE
100105311	LAM 12.3MM SADDLE OAK DBEVL FB
100105329	LAM 12.3MM CHESTNUT BROWN BEV
100105337	LAM 12.3MM HIGHLANDS HICKRY BV
441000532	LAM 7MM PRESTIGE OAK
944000044	LAM 12.3MM AUSTRALIAN OAK HG
944000214	LAM 12.3MM APPALACIAN CHERRY
944001067	LAM 12.3MM MOCHA OAK HANDSCRAP
944001145	LAM 12.3MM BRAZ CHERRY BEVELED
944001423	LAM 12.3MM VINTAGE CHERRY HG
944002023	LAM 8.3MM WENGE 2 STRIP
944002361	LAM 12.3MM JAVA BAMBOO
944002384	LAM 12MM PRADOO
944002420	LAM 12MM INSPIR.COL.WARM BEECH
944003562	LAM 12MM EXOTIC WALNUT
944003606	LAM 12.3MM ESPRESSO OAK HANDSC
944004523	LAM 12.3MM TAZMANIAN WALNUT HG
944004620	LAM 12.3MM BRAZILIAN CHERRY HG
944005878	LAM 12MM INSPR.COLL.CHERRY ANT

944006019	LAM 12.3MM APPALACHIAN CHERRY
944006123	LAM 12.3MM AMERICAN CHERRY BEV
944006820	LAM 12.3MM MANCHESTER OAK BEVE
944007215	LAM 12.3MM BRAZ TIGERWOOD BEVE
944007840	LAM 8.3MM BRAZILIAN TEAK 2STRP
944100048	LAM 12.3MM MIDNIGHT HICKORY HS
944100054	LAM 8MM EXOTIC WALNUT HI GLOSS
944100115	LAM 12MM OAK STRIP BUTTERSCOTH
944100118	LAM 12MM ITALIAN WALNUT
944100176	LAM 8MM BRAZ WALNUT HIGH GLOSS
944100193	LAM 8MM CARRIBEAN CHERRY NAT
944100234	LAM 12.3MM LAPACHO HS
944100257	LAM 12MM BEECH
944100311	LAM 12MM OAK STRP BUTTERSCOTCH
944100509	LAM 8MM EXOTIC WALNUT HIGH GLS
944100584	LAM 12.3MM TUSCAN OLIVE HS
944100725	LAM 12.3MM BRAZILIAN CHERRY HS
944100820	LAM 12MM WENGE
944100825	LAM 8MM ROMAN SCABAS W/PAD
944100826	LAM 12.3MM 6IN CAROLINA HICKRY
944100827	LAM 12.3MM 6IN ASHLAND HICKORY
944100828	LAM 12.3MM 6IN HAMPTON HICKORY
944100829	LAM 12.3MM ANTIQUE OAK HS
944100831	LAM 12.3MM BARNWOOD OAK HS
944100832	LAM 12.3MM WILD ACACIA HS
944100833	LAM 12MM CABREUVA HS
944100844	LAM 8MM MERBEAU
944100880	LAM 8MIL AGED WALNUT
944100881	LAM 8MM JATOBA
944100884	LAM 8MM LIGHT WALNUT
944100885	LAM 8MM HAWAIIAN KOA
944100888	LAM 8MM FOSSIL FORREST
944100889	LAM 8MM CHERRY
944100890	LAM 8MM CANYON CHERRY
944100891	LAM 8MM DARK MAHOGANY
944100892	LAM 8MM LINEN LIMESTONE
944100893	LAM 8MM TAWNY
944100894	LAM 8MM NEW SPICE
944100896	LAM 8MM NEW HARVEST

944100897	LAM 13MIL COASTAL OAK
944100898	LAM 13MM COASTAL WALNUT
944100899	LAM 13MIL COASTAL GRY
944100900	LAM 13MIL COASTAL WALK
944100901	LAM 12MM SUMMER TAN FRUITWOOD
944100902	LAM 12MM CANDIED CHERRY
944100903	LAM 12MM FOREST BROWN MAPLE
944100904	LAM 12MM AMERICAN MAPLE
944100905	LAM 12MM FORESTWOOD ASH
944100906	LAM 12MM MIDNIGHT MAPLE
944100907	LAM 12MM SAPELE BEAN
944100911	LAM 12MM SAPELE IRON
944100912	LAM 8MM NATIVE CHERRY HI
944100913	LAM 8MM SEDONA CHERRY HI
944100914	LAM 8MM FLAXEN MAPLE HIGL
944100916	LAM 8MM AUTUMN MAHOGANY H
944100917	LAM 8MM SEACOAST BROWN HI
944100918	LAM 8MM BRONZED JATOBA HI
944100920	LAM 8MM ISLAND LOA HI GLO
944100943	LAM 12.3MM BRAZIL CHERRY
944100949	LAM 12MM BLACK WALNUT RL
944100951	LAM 12MM ACACIA RL
944100953	LAM 12MM KEMPAS RL
944100954	LAM 12MM CONCORD CHERRY R
944100955	LAM 12MM CLASSIC OAK RL
944100973	LAM 12X24 STONE IMPRE CARMINE
944100974	LAM 12X24 STONE IMPR VITTORIA
944100975	LAM 12X24 STONE IMPRESS LUCIA
944100976	LAM 24X24 VOGUE CARMINE
944100978	LAM 24X24 VOGUE LUCIA
944101026	LAM 8.3MM WHITE OAK
944101027	LAM 8.3MM WENGE
944101032	LAM 8MM EXOTIC WALNUT HIGH GLS
944101033	LAM 8MM BRAZ WALNUT HIGH GLOSS
944101034	LAM 12.3MM AUSTRALIAN OAK HG
944101035	LAM 12.3MM TAZMANIAN WALNUT HG
944101036	LAM 12.3MM BRAZILIAN CHERRY HG
944101037	LAM 8MM BELIZE HG
944101038	LAM 8MM SONOMA HG

944101039	LAM 7MM SPALTED MAPLE BEVELED
944101041	LAM 7MM AUSTRIAN OAK BEVELED
944101058	LAM 12MM BRAZILIAN WALNUT HG
944101059	LAM 12MM BRAZILIAN CHERRY HG
944101060	LAM 12MM SANDAL WOOD HG
944101062	LAM 12MM CABREUVA HG
944101063	LAM 12MM YORKSHIRE WALNUT HG
944101064	LAM 12.3MM BEWITCHED
944101065	LAM 12.3MM HIGHLANDS
944101066	LAM 12.3MM MELODRAMA
944101067	LAM 12.3MM HAWTHORNE
944101071	LAM 8MM CHERRY B
944101072	LAM 12MM COASTAL GREY HS
944101078	LAM 13MM COASTAL OAK B
944101079	LAM 12MM COASTAL WALNUT HS
944101080	LAM 12MM COASTAL WALK HS
944101081	LAM 12MM SUMMER TAN FRUITWOODB
944101082	LAM 12MM CANDIED CHERRY B
944101084	LAM 12MM FOREST BROWN MAPLE B
944101085	LAM 12MM MIDNIGHT MAPLE B
944101086	LAM 12MM FORESTWOOD ASH B
944101087	LAM 12MM AMERICAN MAPLE B
944101200	LAM 12.3MM DRIFTWD SEA OATS HS
944101201	LAM 12.3MM DRFTW MORNNGHAZE HS
944101202	LAM 12.3MM DRFTW MALIBURIDG HS
944101203	LAM 8MM TOBACCO RIDGE MIX L BV
944101204	LAM 8MM KAHLUA SMOOTH BEV
944101205	LAM 12.3MM RSTC TMBR HAZELTINE
944101207	LAM 12.3MM RUSTC TMBR GRYLINE
944101208	LAM 12.3MM RUSTC TMBR CHARCOAL
944101209	LAM 12.3MM RSTC TMBR LGHT HAZE
944101210	LAM 12.3MM RSTC TMBR WHITEWASH
944101211	LAM 12.3MM RUSTIC TIMBER TERRA
944101212	LAM 12.3MM RSTCTMBRTOUCHOFCLAY
944101213	LAM 8MM QTRSAWN GOLDEN TEAK HS
944101214	LAM 8MM QTRSAWN DESERT SAND HS
944101215	LAM 8MM QTRSAWN BRANDYWINE HS
944101216	LAM 8MM QUARTERSAWN SPICE HS
944101217	LAM 8MM QTRSAWN SANDY PLANS HS

944101218	LAM 8MM SMOKEY PINE HS
944101219	LAM 12MM LEATHER
944101220	LAM 8MM WEATHERED OAK HS
944101244	LAM 8MM ACACIA FAWN HS
944101245	LAM 8MM ACACIA SANGRIA HS
944101246	LAM 8MM ACACIA RUSSET HS
944101252	LAM 12MM MERBAU
944101269	LAM 12MM 5IN CARIBBEAN ROSEWD
944101295	LAM 8.3MM MIDNIGHT HCKRY DSTR
944101296	LAM 12MM WALNUT
944101297	LAM 8.3MM IKARUS HCKRY DSTRSSD
944101298	LAM 8.3MM WINSTON HCKRY DSTR
944101299	LAM 12.3MM RUSTIC PINE(EMB FI)
944101301	LAM 8.3MM DARK WALNUT DSTRSSD
944101302	LAM 8.3MM SIBERIAN TGR WD DSTR
944101303	LAM 8.3MM WILD ACACIA DSTRSSD
944101308	LAM 12MM WENGE EIR HS
944101310	LAM 8MM BIRCH BAY EMBOSS HS
944101312	LAM 8MM POINT GREY EMBOSS HS
944101314	LAM 8MM RUSTIC NOUGAT EIR BRSH
944101316	LAM 8MM RUSTIC ANTHRACITE EIR
944101317	LAM 8MM RUSTIC TERRA EIR BRUSH
944101321	LAM 10MM COTTAGE CHESTNUT MB
944101322	LAM 10MM OAK GUNSTOCK MB
944101323	LAM 8MM SPALTED
944101325	LAM 8MM CAPE TOWN
944101326	LAM 8MM SUNSET HICKORY
944101327	LAM 8MM CLIFTON BEACH
944101328	LAM 8MM RUSTIC HICKORY
944101329	LAM 8MM SEYCHELLES NATURAL
944101337	LAM 12MM EBONY OAK HS PR BEV
944101338	LAM 12MM WHITE OAK HS PR BEV
944101935	LAM 12.3MM MAHOGANY HS
944103112	LAM 12MM ITALIAN WALNUT
944104187	LAM 12MM CHERRY ANTIQUE
944104585	LAM 12MM SUEDE
944105079	LAM 12.3MM RUSTIC HICKORY HS
944105381	LAM 8MM WALNUT 2 STRIP
944105656	LAM 8MM MERBAU SINGLE PLANK

944108117	LAM 7MM AUTUMN OAK
944108791	LAM 12.3MM CYPRESS HS
944109578	LAM 6.2MM CHERRY PLANK
944199477	LAM 12.3MM VNTAG HEART PINE HG
944300121	LAM 12MM MERBAU
944300575	LAM 12MM OAK BUTTERSCOTCH
944300610	LAM 12MM CABREUVA
944301237	LAM 12MM CABREUVA
944301238	LAM 8MM DARK MAHOGANY B
944301322	LAM 8MM CANYON CHERRY B
944301333	LAM 8MM FOSSIL FORREST B
944301383	LAM 12MM CHERRY ANTIQUE
944304043	LAM 12MM BEECH
944304210	LAM 12MM BRAZILIAN JATOBA
944307205	LAM 12MM WENGE
944308730	LAM 12MM IRONWOOD AMBER
944310792	LAM 8MM FLAXEN MAPLE GLOSS
944310819	LAM 8MM MAPLE NATURAL
944310824	LAM 8MM HICKORY NATURAL
944310835	LAM 8MM ANTIQUE HICKORY BEVEL
944310836	LAM 8MM MAPLE SELECT BEVEL
944310837	LAM 12MM BLIZZARD PINE
944310847	LAM 12MM EXOTIC OLIVE ASH

EXHIBIT C

**MUST BE
POSTMARKED ON
OR BEFORE
XXXXX XX, 2017**

**Smith v. FD
c/o GCG
P.O. Box 10309
Dublin, OH 43017-5909**

FLR



Control No: 1234567890
Claim Number: FLR011111111

FLR1234567890



JANE CLAIMANT
123 4TH STREET
APT 5
SEATTLE, WA 67890

CLAIM FORM

**TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE
INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM.
YOUR CLAIM FORM MUST BE POSTMARKED BY _____ --__, 2017.**

To submit a claim please complete and sign the form below. You may also submit a Claim Form online at www.FDSettlement.com by _____, 2017.

Claim Number: FLR011111111

If you do not have a Claim Number you may still submit a Claim, but must submit a valid Proof of Purchase (i.e. Receipt, Invoice, or Credit Card statement). If you received a notice in the mail or by email, your Claim Number is printed on the notice you received, and you do not need to submit a Proof of Purchase.

If you did not receive a Claim Number, you may be able to obtain one by calling 1-888-339-3891.

Name (MI, Last Name):																								
<div></div>																								
Address:																								
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<div></div>																								
City:															State:					ZIP:				
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Telephone:										Email Address:														
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QUESTIONS? PLEASE CALL TOLL-FREE 1-888-339-3891 OR VISIT WWW.FDSettlement.com

To view GCG's Privacy Notice, please visit www.GardenCityGroup.com/privacy



Product SKU Number:	Amount of Square Footage Purchased or Installed:
<i>*An example of how to locate your SKU number from your Proof of Purchase can be found at www.FDSettlement.com.</i>	<input type="text"/>
<input type="text"/>	<input type="text"/>
Are you the original purchaser of the flooring? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Location of store where flooring was purchased:	
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Please provide below the address of the location where the flooring is or was installed. Please note there is a limit of one claim per location where the flooring is or was installed.

Address:

City: State: ZIP:

Are you a contractor, flooring installer, or other service provider who purchased the flooring to install in a customer's home or business? Yes ☐ No ☐

Have you returned any of the flooring you purchased to the store? Yes ☐ No ☐

Choose One of the Following Benefits:

☐ Cash Reimbursement at \$1.50 per square foot of total purchased or installed, less returned flooring.

☐ Store Credit at \$3.00 per square foot of total purchased or installed, less returned flooring.

I declare under penalty of perjury that (1) I am the current owner and user of Chinese-made laminate flooring sold by Floor & Decor Outlets of America, Inc. between January 1, 2012 and August 1, 2015, (2) the information provided above is true and correct, and (3) any proof of purchase I am submitting with this Claim Form is authentic.

Signature Print Name Date

Questions? Visit www.FDSettlement.com or call 1-888-339-3891

If you Own Chinese-made laminate flooring sold by Floor & Decor between January 1, 2012 and August 1, 2015, you may qualify for a class action settlement.

QUESTIONS? PLEASE CALL TOLL-FREE 1-888-339-3891 OR VISIT WWW.FDSettlement.com

To view GCG's Privacy Notice, please visit www.GardenCityGroup.com/privacy

EXHIBIT D

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA**If you own Chinese-made laminate flooring sold by Floor & Decor between January 1, 2012 and August 1, 2015, you may qualify to receive benefits from a class action settlement.***A Federal Court authorized this notice. This is not a solicitation from a lawyer.*

- ☐ This notice informs you of a proposed settlement in a class action lawsuit about whether Floor and Decor Outlets of America, Inc. (the “Defendant”) sold certain Chinese-made laminate flooring that did not comply with California Air Resources Board standards for formaldehyde emissions and falsely represented that the flooring complied with these standards. The settlement resolves litigation over whether the Defendant violated state and federal laws regarding the marketing and labeling of this Chinese-made laminate flooring. The Defendant denies that it did anything wrong or unlawful and denies any liability to Plaintiffs and to the members of the settlement class. The Defendant stands by the labeling and safety of its products.
- ☐ You may be eligible to participate in the proposed settlement, if it is finally approved, and if you are a current owner of Chinese-made laminate flooring sold by Defendant between January 1, 2012 and August 1, 2015.
- ☐ The settlement will provide benefits to those who qualify. You will need to file a Claim Form and submit valid Proof of Purchase to receive benefits from the settlement.
- ☐ Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY [INSERT DATE]	This is the only way to receive benefits.
EXCLUDE YOURSELF BY [INSERT DATE]	Request to be excluded and get no benefits from the Settlement. This is the only option that allows you to start or continue your own lawsuit against the Defendants for the claims at issue in the Settlement.
OBJECT BY [INSERT DATE]	Write to the Court about why you do not like the settlement or why you think the settlement is unfair, inadequate or unreasonable.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no benefits. Give up any rights you might have to ever sue the Defendant about the legal claims in this case and resolved by the settlement.

- ☐ These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check the settlement website at www.FDSsettlement.com regularly for updates and further details.
- ☐ The Court in charge of this case still has to decide whether to approve the settlement. Benefits will be provided to eligible participants only if the Court approves the settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

	<u>Page</u>
BASIC INFORMATION	
1. Why is there a notice?.....	3
2. What is this lawsuit about?	3
3. Why is this a class action?	3
4. Why is there a settlement?	3
WHO IS IN THE SETTLEMENT?	
5. How do I know if I am in the settlement?	3
6. What if I am still not sure if I am included in the settlement?	4
SETTLEMENT BENEFITS	
7. What does the settlement provide?	4
8. What can I get from the settlement?	5
9. What am I giving up to stay in the class?	5
HOW TO GET BENEFITS	
10. How can I get benefits?.....	5
11. When will I get my benefits?	6
EXCLUDING YOURSELF FROM THE SETTLEMENT	
12. How do I get out of the settlement?	5
13. If I don't exclude myself, can I sue the Defendant for the same thing later?	6
14. If I exclude myself, can I still receive benefits?	6
OBJECTING TO THE SETTLEMENT	
15. How can I tell the Court if I do not like the Settlement?	7
16. What is the difference between objecting and excluding?.....	7
THE LAWYERS REPRESENTING YOU	
17. Do I have a lawyer in this case?.....	8
18. How will the lawyers be paid?.....	8
THE COURT'S FAIRNESS HEARING	
19. When and where will the Court decide whether to approve the settlement?	8
20. Do I have to come to the hearing?	8
21. May I speak at the hearing?	8
IF YOU DO NOTHING	
22. What happens if I do nothing at all?	9
GETTING MORE INFORMATION	
23. How do I get more information?.....	9

QUESTIONS? CALL TOLL-FREE 1-888-339-3891 OR VISIT WWW.FDSETTLEMENT.COM

BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement.

United States District Court Judge Eleanor L. Ross in the Northern District of Georgia, is in charge of this case, and the case is called *Smith et al. v. Floor & Decor Outlets of America, Inc.*, Case No. 1:15-cv-04316-ELR. The people who sued are called the Plaintiffs, and the company they sued, Floor and Decor Outlets of America, Inc., is called the Defendant. This notice explains the lawsuit, the Settlement, and your legal rights.

2. What is this lawsuit about?

The lawsuit claims that the Defendant sold certain Chinese-made laminate flooring that did not comply with California Air Resources Board standards for formaldehyde emissions and falsely represented that the flooring complied with these standards. The Plaintiffs' Complaint, Settlement Agreement, and other case-related documents are posted on the website, www.FDSettlement.com. The Settlement resolves the lawsuit. The Court has not decided who is right.

The Defendant denies any and all wrongdoing of any kind whatsoever, and denies any liability to Plaintiffs and to the settlement class. The Defendant stands by the safety and labeling of its products and maintains that all of its products comply with all applicable laws and regulations. The lawsuit does not allege that the flooring has caused anyone to suffer any personal injuries to date, and the settlement does not include or release any personal injury claims.

3. Why is this a class action?

In a class action, one or more people, called "Class Representatives" (in this case Bridget Smith, Rene Tan, Victor Castaneda, Krisada Lueamrung, Damon Lovett, and William Chalk) sue on behalf of people who have similar claims. Together, all these people with similar claims (except for those who exclude themselves) are members of the "Settlement Class."

4. Why is there a settlement?

The Court did not decide which side was right or whether the claims have any merit. Instead, both sides agreed to a settlement to avoid the costs and risks of further litigation and provide benefits to Class Members. The settlement does not mean that a Court found that Defendant broke any laws or did anything wrong. The Class Representatives and the lawyers representing them (called "Class Counsel") believe that the settlement is in the best interests of all Class Members.

WHO IS PART OF THE SETTLEMENT?

5. How do I know if I am in the settlement?

You are in the "Settlement Class" if you are a current owner of Chinese-made laminate flooring sold by the Defendant between January 1, 2012 and August 1, 2015. If you received a Postcard and /or an E-mail with a Claim Number, then you may be part of the Settlement Class and entitled to make a claim for the benefits available under the Settlement. If

QUESTIONS? CALL TOLL-FREE 1-888-339-3891 OR VISIT WWW.FDSETTLEMENT.COM

you did not get a Postcard and / or E-mail regarding the Settlement, you will need to review the SKU number listed on your store receipt or packaging label to determine if your flooring is included in the settlement. A “SKU number” is simply a series of numbers that provides important information about your flooring. An example of a store receipt, invoice, and packaging label that shows how to find your SKU number is attached to this noticed as Exhibit A and is also available at www.FDSettlement.com.

You may also be able to obtain a Claim Number by calling the settlement administrator, toll-free, at 1(888) 339-3891.

If you are unable to locate your receipt, you may be able to obtain a copy from the store where you bought the flooring.

The list of SKU numbers that are included in the settlement is available at www.FDSettlement.com – simply type your SKU number into the settlement website to see if you qualify for cash, store credit, or if you need to submit a flooring sample for testing. You can also determine if you are a Settlement Class Member by checking to see if your flooring products’ SKU or name is listed in either Exhibit B or Exhibit C. You can also simply submit your completed Claim Form, and the Claims Administrator will inform you if you need to submit a flooring sample. The settlement includes two groups called the Non-Testing and the Testing Subclasses. Your SKU number will determine to which Subclass you belong.

6. What if I am still not sure if I am included in the settlement?

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, visit the website at www.FDSettlement.com, or contact the settlement administrator, toll-free, at 1(888) 339-3891. You also may send questions to the Settlement Administrator at Smith v. FD, c/o GCG, P.O. Box 10309, Dublin, OH 43017-5909.

SETTLEMENT BENEFITS

7. What does the settlement provide?

If the settlement is approved, the Defendant will fund up to fourteen million dollars (\$14,000,000) plus certain product testing costs that may be incurred. There are two different groups of Settlement Class Members referred to as Testing Subclass Members and Non-Testing Subclass Members. You can determine which group you fall into by comparing your SKU number to the list of products attached to this notice as Exhibit B and Exhibit C (if your product is listed in Exhibit B then you are in the Non-Testing Subclass, if in Exhibit C you are in the Testing Subclass, and if not listed then you are not a Settlement Class Member), or by typing your SKU number into the website at www.FDSettlement.com. The settlement administrator will also inform you if you are part of the Testing Subclass if you submit a Claim Form. Non-Testing Subclass members who timely submit valid claim forms (*see* Question 8) may elect to receive a cash payment or a store credit card. Testing Subclass members must submit a flooring sample for testing to determine whether they are eligible to receive a cash payment or a store credit card (*see* Question 10). The amount of benefit you may receive depends on the amount of flooring you purchased from the Defendant.

If, after subtracting from the fourteen million dollars (\$14,000,000), referenced above, the service payments for the Class Representatives, attorneys’ fees and costs, notice and administration costs, and certain product testing expenses, the funds remaining are insufficient to pay all of the approved claims, the claims administrator shall proportionately reduce the amount of the benefit due each settlement class member, such that the entire fund is paid out. If there is any money remaining in the fund after all claims, payments for the class representatives, attorneys’ fees and costs, notice and administration costs, and certain product testing expenses are paid, the remaining amount will revert to the Defendant.

QUESTIONS? CALL TOLL-FREE 1-888-339-3891 OR VISIT WWW.FDSETTLEMENT.COM

8. What can I get from the settlement?

Defendant has agreed to fund up to fourteen million dollars (\$14,000,000) plus certain testing costs to resolve the case. Class Members who qualify and timely submit completed claim forms, along with a valid Claim Number or Proof of Purchase, may elect to receive a cash payment of \$1.50 per square foot, or a store credit of \$3.00 per square foot, based upon the total square footage of the qualifying product you purchased, or is currently installed in your home or building, but was not returned. Testing Subclass Members who wish to receive the benefits referenced above must submit a flooring sample for testing, and are only entitled to receive one of the settlement benefit options above if formaldehyde emissions from their flooring exceed 0.084 parts per million. Instructions for submitting flooring samples for testing will be provided to you once you submit your claim and are also available at www.FDSettlement.com.

Settlement Class Members who use the product in a commercial or other, non-residential setting are not entitled to receive benefits for more than 5,000 square feet, regardless of the amount of product purchased or used.

If, after subtracting from the \$14 million referenced above (*see* Question 7) the payments for the Class Representatives, attorneys' fees and costs, notice and administration costs, and certain product testing expenses, the funds remaining are insufficient to pay all of the approved claims, the claims administrator shall proportionately reduce the amount of the benefit due each settlement class member, such that the entire fund is paid out.

9. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you can't sue the Defendant, continue to sue, or be part of any other lawsuit against the Defendant about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The Release is described more fully in the Settlement Agreement and describes exactly the legal claims that you give up if you stay in the Class. The Settlement Agreement is available at www.FDSettlement.com.

HOW TO GET BENEFITS**10. How can I receive benefits?**

To receive benefits, all Class Members must complete the Claim Form and provide a valid Claim Number or a Proof of Purchase. You can get a Claim Form at www.FDSettlement.com, by calling 1(888) 339-3891, or by writing to the address below:

Smith v. FD
c/o GCG
P.O. Box 10309
Dublin, OH 43017-5909

Please read the instructions carefully, fill out the Claim Form, submit it electronically or mail to the claims administrator postmarked no later than **[Insert Date]** to Smith v. FD, c/o GCG, P.O. Box 10309, Dublin, OH 43017-5909. On the settlement website at www.FDSettlement.com, you can find an example of a store receipt, invoice and packaging label to help you determine the important information required to submit a valid claim.

After you submit a Claim Form, along with your Claim Number or Proof of Purchase, the settlement administrator will inform you whether you are in the Testing Subclass and provide you with instructions to submit a sample for testing. If you are a Testing Subclass member and wish to be eligible to receive benefits, you must also submit a flooring sample for testing by an appointed third party laboratory and the test must show that formaldehyde emissions from the sample exceed 0.084 parts per million.

QUESTIONS? CALL TOLL-FREE 1-888-339-3891 OR VISIT WWW.FDSETTLEMENT.COM

There is a limit of one claim per location where the product is installed. Class Members who use the product in a commercial or other non-residential setting are not entitled to receive benefits for more than 5,000 square feet, regardless of the amount of product purchased or used.

If you do not submit a valid Claim Form and Claim Number or Proof of Purchase by the deadline, you will not receive benefits. Those Settlement Class Members who have a valid Claim Number need not submit a Proof of Purchase.

11. When will I get my benefits?

Benefits will be mailed to Class Members who send in valid Claim Forms and a valid Claim Number or Proof of Purchase on time, after the Court grants “final approval” to the settlement and after any appeals are resolved. If the Court approves the settlement after a hearing on **[Insert Date]**, there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the settlement?

If you don’t want a payment, but you want to keep the right to sue the Defendant over the legal issues in this case, then you must take steps to get out of this settlement. This is called asking to be excluded from—or sometimes “opting out” of—the settlement class. To exclude yourself from the settlement, you must complete and mail to the Claims Administrator a letter that includes the following:

- ☐ Your name, address, and telephone number;
- ☐ The number of square feet of Chinese-made flooring sold by Floor & Decor that you purchased, installed, or used;
- ☐ The name of the case (*Smith et al. v. Floor & Decor Outlets of America, Inc.*, Case No. 1:15-cv-04316-ELR);
- ☐ A statement that you want to be excluded from this settlement; and
- ☐ Your signature.

You must mail your exclusion request, postmarked no later than **[Insert Date]** to:

Smith v. FD
c/o GCG
P.O. Box 10309
Dublin, OH 43017-5909

If you don’t submit your Request for Exclusion on time, you will remain a Class Member and will not be able to sue the Defendant about the claims in this lawsuit. You may opt out of the Settlement Class only for yourself. So-called “mass” or “class” opt outs, whether filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Class Members where no personal statement has been signed by each and every individual Settlement Class Member, are not allowed.

13. If I don’t exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit.

QUESTIONS? CALL TOLL-FREE 1-888-339-3891 OR VISIT WWW.FDSETTLEMENT.COM

14. If I exclude myself, can I still get benefits?

No. You will not receive any benefits from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

OBJECTING TO THE SETTLEMENT**15. How can I tell the Court if I do not like the settlement?**

If you are a Class Member, you can object to the Settlement or to Class Counsel's request for attorneys' fees and expenses. To object, you must send a letter that includes the following:

- ☐ Your name, address, telephone number, and, if available, email address;
- ☐ The name, address, email address, and telephone number of your lawyer, if you have one, including any former or current counsel who may be entitled to compensation for any reason related to the objection;
- ☐ The name of the case (*Smith et al. v. Floor & Decor Outlets of America, Inc.*, Case No. 1:15-cv-04316-ELR);
- ☐ The reasons you object to the settlement, accompanied by any legal support for your objection;
- ☐ A statement of whether you intend to appear at the Fairness Hearing, either with or without counsel;
- ☐ A statement verifying under penalty of perjury your membership in the Class, including all information required by the Claim Form;
- ☐ All other information required by the Court's order of [insert date] preliminarily approving the settlement, which is available on the settlement website, and
- ☐ Your signature and, if you have one, your lawyer's signature.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to the Claims Administrator, Class Counsel, and Defendant's Counsel postmarked no later than **[Insert Date]** at the following addresses:

<u>Claims Administrator</u>	<u>Class Counsel</u>	<u>Defendant's Counsel</u>
Smith v. FD c/o GCG P.O. Box 10309 Dublin, OH 43017-5909	Daniel K. Bryson Alexander Robertson, IV Kenneth Canfield Robert R. Ahdoot c/o Whitfield Bryson & Mason LLP 900 W. Morgan St. Raleigh, NC 27603	Stephen B. Devereaux King & Spalding LLP 1180 Peachtree Street NE Atlanta, GA 30309

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object to the settlement only if you do not exclude yourself from the settlement. Excluding yourself from the settlement is telling the Court that you don't want to be part of the settlement. If you exclude yourself from the settlement, you have no basis to object to the settlement because it no longer affects you

QUESTIONS? CALL TOLL-FREE 1-888-339-3891 OR VISIT WWW.FDSETTLEMENT.COM

THE LAWYERS REPRESENTING YOU**17. Do I have a lawyer in this case?**

Yes. The Court has appointed the following lawyers, called “Class Counsel,” to represent all Class Members: Alexander Robertson IV of Robertson & Associates, LLP; Daniel K. Bryson of Whitfield Bryson & Mason LLP; Kenneth S. Canfield of Doffermyre Shields Canfield & Knowles, LLC; and Robert R. Ahdoot of Ahdoot & Wolfson, PC. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys’ fees and reimbursement of expenses not to exceed \$4,666,666.67. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that \$3,000 be paid to the Class Representatives who helped the lawyers on behalf of the whole Class. The fees and expenses and incentive payments awarded by the Court will be paid by Defendant out of the \$14 million referenced above (*see* Question 7).

THE COURT’S FAIRNESS HEARING**19. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing on **[Insert Date]** at **[Insert Time]** at the United States District Court for the Northern District of Georgia, before the Honorable Eleanor L. Ross, U.S. District Judge, 1788 Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive SW, Atlanta, GA 30303.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check **[Insert Website]** for updates. At the Fairness Hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But, you may come at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as you mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it’s not necessary.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear.” In your letter, you must include the following:

- ☐ Your name, address, telephone number, and, if available, email address;

QUESTIONS? CALL TOLL-FREE 1-888-339-3891 OR VISIT WWW.FDSETTLEMENT.COM

- ☐ The name, address, email address, and telephone number of any lawyer(s) who will be appearing on your behalf at the Fairness Hearing;
- ☐ The name of the case (*Smith et al. v. Floor & Decor Outlets of America, Inc.*, Case No. 1:15-cv-04316-ELR);
- ☐ Your signature and, if you have one, your lawyer's signature.

You will also need to provide other information as required in the Court's order of **[Insert date]** preliminarily approving the settlement. The order is available at www.FDSettlement.com.

You must mail your Notice of Intent to Appear, postmarked no later than **[Insert Date]**, to all of the addresses in Question 15.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will not get any benefits from the settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the legal issues in this case, ever again.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a complete copy of the Settlement Agreement and other information at www.FDSettlement.com. If you have additional questions or want to request a Claim Form, you can visit the settlement website at www.FDSettlement.com; call the Claims Administrator at 1(888) 339-3891; or write to the Claims Administrator: Smith v. FD, c/o GCG, P.O. Box 10309 Dublin, OH 43017-5909.

Updates will be posted at www.FDSettlement.com as information about the settlement process becomes available.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.

QUESTIONS? CALL TOLL-FREE 1-888-339-3891 OR VISIT WWW.FDSETTLEMENT.COM

**Exhibit
B**

<u>SKU</u>	<u>Product Description</u>
100028745	LAM 12MM WINCHESTER RED OAK
100040724	LAM 12.3MM WINY COFFE EIR HSRW
100040732	LAM 12.3MM SUNSET GLW EIR HSRW
100040740	LAM 12.3MM MDNGT MOON EIR HSRW
100040757	LAM 12.3MM SILVER GREY EIR HS
100040765	LAM 12.3MM DARK HICKORY HS RW
100040773	LAM 12.3MM TUSCAN OLIVE HS RW
100042951	LAM 12.3MM RUSTIC HICKORY
100085315	LAM 15MM COFFEE MAPLE
100085323	LAM 15MM MOCHA OAK
100085331	LAM 15MM STAVE OAK GRAY
100085349	LAM 15MM STRANDED BAMBOO
100085356	LAM 15MM SUGAR MAPLE
100085364	LAM 15MM TOASTED OAK
100117993	LAM 12.3MM CAPPUCINO OAK
944100768	LAM 8.3MM GUNSTOCK OAK HI GLOS
944100769	LAM 8.3MM BUTTERSCOTCH OAK
944100770	LAM 12.3MM CARRIBEAN FRUITWOOD
944100771	LAM 12.3MM YUCATAN BEECHWOOD
944100772	LAM 12.3MM CARRIBEAN ROSEWOOD
944100773	LAM 12.3MM COSTA RICAN WALNUT
944100774	LAM 12.3MM CARRIBEAN WALNUT
944100776	LAM 12.3MM MAYAN PECAN HI GLS
944100777	LAM 12.3MM BAHAMIAN TEAK HI GS
944100923	LAM 12 3MM CARRIBEAN FRUITWOOD
944100924	LAM 12.3MM YUCATAN BEECHWOOD
944100926	LAM 12.3MM CARRIBEAN ROSEWOOD
944100930	LAM 12 3MM COSTA RICAN WALNUT
944100931	LAM 12.3MM CARRIBEAN WALNUT HG
944100932	LAM 12.3MM MAYAN PECAN HG
944100933	LAM 12 3MM BAHAMIAN TEAK HG
944100952	LAM 12MM MIDNIGHT HICKORY
944100957	LAM 8MM MOCHA MAPLE
944100958	LAM 8MM COFFEE MAPLE
944100960	LAM 12MM BRAZILIZN CHERRY

QUESTIONS? CALL TOLL-FREE 1-888-339-3891 OR VISIT WWW.FDSETTLEMENT.COM

944100961	LAM 12MM DISTRESSED WALNUT
944100963	LAM 12MM ANTIQUE WALNUT HS
944100964	LAM 12MM AMERICAN WALNUT
944100965	LAM 12MM STERLING WALNUT
944100966	LAM 12MM RED ANCIENT PINE BEV
944100967	LAM 12MM NATURAL OAK BEV
944100968	LAM 12MM COFFEE MAPLE BEV
944100969	LAM 12MM JATوبا SEMI GLOSS BEV
944100970	LAM 12MM MOCHA MAPLE BEV
944100971	LAM 12MM EXOTIC WALNUT
944100972	LAM 12MM DARK WALNUT
944100979	LAM 12MM ROSEWOOD DISTRESS
944100980	LAM 12MM NAT CHERRY DISTRESS
944100982	LAM 12MM ANCIENT CHERRY D
944101049	LAM 12MM GOLDEN WALNUT BEV
944101050	LAM 12MM WILD WALNUT
944101051	LAM 12MM BRAZILIAN WALNUT
944101052	LAM 12MM ACACIA
944101053	LAM 12MM EXOTIC WALNUT HG
944101054	LAM 12MM CHERRY
944101057	LAM 12MM BRAZILIAN TEAK
944101170	LAM 12.3MM BRAZ TIGERWOOD BEV
944101171	LAM 12.3MM CAROLINA HICKORY HS
944101172	LAM 12.3MM ASHLAND HICKORY HS
944101173	LAM 12.3MM HAMPTON HICKORY HS
944101174	LAM 12.3MM MAHOGANY HS
944101175	LAM 12.3MM ANTIQUE OAK HS
944101176	LAM 12.3MM BARNWOOD OAK HS
944101177	LAM 12.3MM CABREUVA HS
944101178	LAM 12.3MM WILD ACACIA HS
944101179	LAM 12.3MM TUSCAN OLIVE HS
944101180	LAM 12.3MM LAPACHO HS
944101181	LAM 12.3MM JAVA BAMBOO BEV
944101182	LAM 12.3MM ESPRESSO OAK HS
944101184	LAM 12.3MM YUCATAN BEECHWD HG
944101185	LAM 12.3MM CARRIBEAN ROSEWD HG
944101186	LAM 12.3MM COSTA RICN WALNT HG
944101187	LAM 12.3MM CARRIBEAN WALNUT HG
944101188	LAM 12.3MM MAYAN PECAN HG
944101189	LAM 12.3MM BAHAMIAN TEAK HG

QUESTIONS? CALL TOLL-FREE 1-888-339-3891 OR VISIT WWW.FDSETTLEMENT.COM

944101190	LAM 12.3MM BRAZILIAN CHERRY HG
944101191	LAM 12.3MM TAZMANIAN WALNUT HG
944101192	LAM 12.3MM AUSTRALIAN OAK HG
944101193	LAM 8MM BRAZ WALNUT HG
944101194	LAM 8MM EXOTIC WALNUT HG
944101196	LAM 8MM ACACIA LIGHT 4SBEV HG
944101199	LAM 8MM ACACIA DARK 4SBEV HG
944101239	LAM 12MM NIGHTFALL HICKORY
944101261	LAM 12MM SAN TROPEZ
944101262	LAM 12MM COLUMBUS OAK
944101263	LAM 12MM BORDEAUX FRENCH BLEED
944101278	LAM 8MM MOCHA
944101279	LAM 12.3MM ST. TROPEZ FRNCH BL
944101280	LAM 12.3MM MONACO FRENCH BLEED
944101281	LAM 12.3MM MARSEILLE FRENCH BLE
944101282	LAM 12.3MM CANNES FRENCH BLEED
944101283	LAM 12.3MM TIGERWOOD HG 5.5IN
944101284	LAM 12.3MM BURLEWOOD BEV 3.5IN
944101285	LAM 12.3MM PEWTER PRES BEV 5IN
944101286	LAM 12.3MM BURLEWOOD BEV 5IN
944101287	LAM 12.3MM TASMANIA WALNUT HG
944101290	LAM 12.3MM TIGERWOOD NATRL HG
944101291	LAM 12.3MM 5.5IN ROSEWOOD HG
944101292	LAM 12.3MM 5N SILVER MAPLE BEV
944101293	LAM 12.3MM 5IN BURLEWOOD BEV
944101294	LAM 12.3MM 5IN BRAZ CHERRY BEV
944101318	LAM 12.3MM CAROLINA HICKORYHS
944101319	LAM 12.3MM HAMPTON HICKORY HSB
944101320	LAM 12.3MM ASHLAND HICKORY HSB
944101331	LAM 12.3MM CLASSIC OAK 7 1/2IN
944101332	LAM 12.3MM CENTURY OAK 7 1/2IN
944101333	LAM 12.3MM ASH OAK 5 1/2IN
944101334	LAM 12.3MM RUSTIC HICKORY HS
944101335	LAM 12.3MM MANOR OAK 5 1/2IN
944101336	LAM 12.3MM HAMMERED OAK HS 5IN
944103034	LAM 12MM RUSTIC OLIVE DISTRESS
944122132	LAM 12MM SUNSET HICKORY
944163421	LAM 12MM DARK WENGE
944189974	LAM 12MM ANTIQUE WALNUT DIST
944197728	LAM 12MM SMOKEY OAK DISTRESSED

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944301239	LAM 8MM V-GROOVE LYON
944301240	LAM 8MM V-GROOVE NORMANDY
944301242	LAM 8MM ELEGANT CHERRY
944301243	LAM 8MM ROSEWOOD
944301244	LAM 8MM ELEGANT BEECH
944301245	LAM 8MM HONEY MAPLE
944301248	LAM 8MM MOCHA
944301253	LAM 8MM PRESSED COFFEE MAPLE
944301257	LAM 12MM DS NATURAL CHERRY
944301258	LAM 12MM DS ANTIQUE WALNUT
944301259	LAM 12MM DS BRAZILIAN CHERRY
944301263	LAM 12MM AMERICAN WALNUT
944301264	LAM 12MM PRESSED WILD WALNUT
944301265	LAM 12MM GOLDEN WALNUT
944301266	LAM 12MM STERLING WALNUT
944301267	LAM 12MM PATAGONIAN ROSEWOOD
944301268	LAM 12MM DARK WENGE
944301269	LAM 12MM TOFFEE WENGE
944301270	LAM 12MM MIDNIGHT HICKORY
944301271	LAM 12MM SUNSET HICKORY
944301273	LAM 12MM BORDEAUX
944301274	LAM 12MM SAN TROPEZ
944301276	LAM 12MM RED ANCIENT PINE
944301277	LAM 12MM ANTIQUE OAK
944301278	LAM 12MM JATOBA
944301279	LAM 12MM NATURAL OAK
944301281	LAM 12MM JATOBA SEMI GLOSS
944301282	LAM 12MM MOCHA MAPLE
944301287	LAM 12MM WINCHESTER RED OAK
944301291	LAM 12MM ACACIA
944301292	LAM 12MM DARK WALNUT
944301302	LAM 12MM CORAL REEF
944301304	LAM 12MM CORONADO BEACH
944301320	LAM 12MM NIGHTFALL HICKORY

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**Exhibit
C**

<u>SKU</u>	<u>Product Description</u>
100010354	LAM 12.3MM COUNTRY OAK
100010362	LAM 12.3MM RUSTIC HICKORY
100010370	LAM 12.3MM ASH OAK
100010388	LAM 12.3MM MANOR OAK
100010396	LAM 12.3MM CLASSIC OAK
100013598	LAM 12.3MM MISTY OAK DBEVEL
100013614	LAM 12.3MM SADDLE OAK DBEVL FB
100013630	LAM 12.3MM CHESTNUT BROWN BEV
100013648	LAM 12.3MM FAIRMONT HICKORY BV
100013655	LAM 12.3MM HIGHLANDS HICKORY BV
100015544	LAM 12.3MM COTTNWD WHISPER RW
100015551	LAM 12.3MM COTTNWOOD SADDLE RW
100027705	LAM 8MM AGED WALNUT
100027713	LAM 8MM JATOBA
100027721	LAM 8MM LIGHT WALNUT
100027739	LAM 8MM HAWAIIAN KOA
100027747	LAM 8MM FOSSIL FORREST
100040575	LAM 12MM WHITE WASH WALNUT
100040583	LAM 12MM WT WASH WNT BOARDWALK
100040591	LAM 12MM WT WASH WLNT CAMPFIRE
100040609	LAM 12MM WEATHERED PATINA
100040617	LAM 12MM OLD ORIGINAL RD WIDTH
100040625	LAM 12MM OLD ORIGINAL DARK RW
100040641	LAM 12MM NATURAL OAK
100040658	LAM 12MM SADDLE OAK
100040674	LAM 8MM TOBACCO HS BEVEL MX LN
100085463	LAM 12MM AMSTEL ER WATERRESIST
100085471	LAM 12MM ANTQ CHRY WATERRESIST
100085489	LAM 12MM BELE ISLE WATERRESIST
100085497	LAM 12MM CALICO ER WATERRESIST
100085505	LAM 12MM COCO ERHS WATERRESIST
100085513	LAM 12MM EXPRESSO WATERRESIST
100085521	LAM 12MM GOGH EIR WATERRESIST
100085539	LAM 12MM SMKY DUSK WATERRESIST
100086370	LAM 12MM AMBER HG

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100086883	LAM 12MM SALEMO WATERRESIST
100087782	LAM 12MM ACACIA SPICE HS RL
100087808	LAM 12MM RECLM BARN GRAY RW
100087824	LAM 12MM TIDAL WALL RW
100101344	LAM 12MM RCLM AGED CHESTNUT HS
100101351	LAM 12MM RUSTY IRON RW
100101369	LAM 12MM TIDAL WALL RW
100101377	LAM 12MM FORESTWOOD ASH B
100105162	LAM 12.3MM RUSTC TMBR GRYLINE
100105170	LAM 12.3MM RUSTC TMBR CHARCOAL
100105188	LAM 12.3MM RSTC TMBR LGHT HAZE
100105196	LAM 12.3MM RSTC TMBR WHITEWASH
100105204	LAM 12.3MM RUSTIC TIMBER TERRA
100105246	LAM 8MM WEATHERED OAK HS
100105253	LAM 8MM ACACIA FAWN HS
100105261	LAM 8MM ACACIA SANGRIA HS
100105279	LAM 8MM ACACIA RUSSET HS
100105287	LAM 8MM TOBACCO RIDGE MIX L BV
100105295	LAM 8MM KAHLUA SMOOTH BEV
100105303	LAM 12.3MM RSTC TMBR HAZELTINE
100105311	LAM 12.3MM SADDLE OAK DBEVL FB
100105329	LAM 12.3MM CHESTNUT BROWN BEV
100105337	LAM 12.3MM HIGHLANDS HICKRY BV
441000532	LAM 7MM PRESTIGE OAK
944000044	LAM 12.3MM AUSTRALIAN OAK HG
944000214	LAM 12.3MM APPALACIAN CHERRY
944001067	LAM 12.3MM MOCHA OAK HANDSCRAP
944001145	LAM 12.3MM BRAZ CHERRY BEVELED
944001423	LAM 12.3MM VINTAGE CHERRY HG
944002023	LAM 8.3MM WENGE 2 STRIP
944002361	LAM 12.3MM JAVA BAMBOO
944002384	LAM 12MM PRADOO
944002420	LAM 12MM INSPIR.COL.WARM BEECH
944003562	LAM 12MM EXOTIC WALNUT
944003606	LAM 12.3MM ESPRESSO OAK HANDSC
944004523	LAM 12.3MM TAZMANIAN WALNUT HG
944004620	LAM 12.3MM BRAZILIAN CHERRY HG
944005878	LAM 12MM INSPR.COLL.CHERRY ANT
944006019	LAM 12.3MM APPALACHIAN CHERRY
944006123	LAM 12.3MM AMERICAN CHERRY BEV

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944006820	LAM 12.3MM MANCHESTER OAK BEVE
944007215	LAM 12.3MM BRAZ TIGERWOOD BEVE
944007840	LAM 8.3MM BRAZILIAN TEAK 2STRP
944100048	LAM 12.3MM MIDNIGHT HICKORY HS
944100054	LAM 8MM EXOTIC WALNUT HI GLOSS
944100115	LAM 12MM OAK STRIP BUTTERSCOTH
944100118	LAM 12MM ITALIAN WALNUT
944100176	LAM 8MM BRAZ WALNUT HIGH GLOSS
944100193	LAM 8MM CARRIBEAN CHERRY NAT
944100234	LAM 12.3MM LAPACHO HS
944100257	LAM 12MM BEECH
944100311	LAM 12MM OAK STRP BUTTERSCOTCH
944100509	LAM 8MM EXOTIC WALNUT HIGH GLS
944100584	LAM 12.3MM TUSCAN OLIVE HS
944100725	LAM 12.3MM BRAZILIAN CHERRY HS
944100820	LAM 12MM WENGE
944100825	LAM 8MM ROMAN SCABAS W/PAD
944100826	LAM 12.3MM 6IN CAROLINA HICKRY
944100827	LAM 12.3MM 6IN ASHLAND HICKORY
944100828	LAM 12.3MM 6IN HAMPTON HICKORY
944100829	LAM 12.3MM ANTIQUE OAK HS
944100831	LAM 12.3MM BARNWOOD OAK HS
944100832	LAM 12.3MM WILD ACACIA HS
944100833	LAM 12MM CABREUVA HS
944100844	LAM 8MM MERBEAU
944100880	LAM 8MIL AGED WALNUT
944100881	LAM 8MM JATOBA
944100884	LAM 8MM LIGHT WALNUT
944100885	LAM 8MM HAWAIIAN KOA
944100888	LAM 8MM FOSSIL FORREST
944100889	LAM 8MM CHERRY
944100890	LAM 8MM CANYON CHERRY
944100891	LAM 8MM DARK MAHOGANY
944100892	LAM 8MM LINEN LIMESTONE
944100893	LAM 8MM TAWNY
944100894	LAM 8MM NEW SPICE
944100896	LAM 8MM NEW HARVEST
944100897	LAM 13MIL COASTAL OAK
944100898	LAM 13MM COASTAL WALNUT
944100899	LAM 13MIL COASTAL GRY

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944100900	LAM 13MIL COASTAL WALK
944100901	LAM 12MM SUMMER TAN FRUITWOOD
944100902	LAM 12MM CANDIED CHERRY
944100903	LAM 12MM FOREST BROWN MAPLE
944100904	LAM 12MM AMERICAN MAPLE
944100905	LAM 12MM FORESTWOOD ASH
944100906	LAM 12MM MIDNIGHT MAPLE
944100907	LAM 12MM SAPELE BEAN
944100911	LAM 12MM SAPELE IRON
944100912	LAM 8MM NATIVE CHERRY HI
944100913	LAM 8MM SEDONA CHERRY HI
944100914	LAM 8MM FLAXEN MAPLE HIGL
944100916	LAM 8MM AUTUMN MAHOGANY H
944100917	LAM 8MM SEACOAST BROWN HI
944100918	LAM 8MM BRONZED JATOBA HI
944100920	LAM 8MM ISLAND LOA HI GLO
944100943	LAM 12.3MM BRAZIL CHERRY
944100949	LAM 12MM BLACK WALNUT RL
944100951	LAM 12MM ACACIA RL
944100953	LAM 12MM KEMPAS RL
944100954	LAM 12MM CONCORD CHERRY R
944100955	LAM 12MM CLASSIC OAK RL
944100973	LAM 12X24 STONE IMPRE CARMINE
944100974	LAM 12X24 STONE IMPR VITTORIA
944100975	LAM 12X24 STONE IMPRESS LUCIA
944100976	LAM 24X24 VOGUE CARMINE
944100978	LAM 24X24 VOGUE LUCIA
944101026	LAM 8.3MM WHITE OAK
944101027	LAM 8.3MM WENGE
944101032	LAM 8MM EXOTIC WALNUT HIGH GLS
944101033	LAM 8MM BRAZ WALNUT HIGH GLOSS
944101034	LAM 12.3MM AUSTRALIAN OAK HG
944101035	LAM 12.3MM TAZMANIAN WALNUT HG
944101036	LAM 12.3MM BRAZILIAN CHERRY HG
944101037	LAM 8MM BELIZE HG
944101038	LAM 8MM SONOMA HG
944101039	LAM 7MM SPALTED MAPLE BEVELED
944101041	LAM 7MM AUSTRIAN OAK BEVELED
944101058	LAM 12MM BRAZILIAN WALNUT HG
944101059	LAM 12MM BRAZILIAN CHERRY HG

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944101060	LAM 12MM SANDAL WOOD HG
944101062	LAM 12MM CABREUVA HG
944101063	LAM 12MM YORKSHIRE WALNUT HG
944101064	LAM 12.3MM BEWITCHED
944101065	LAM 12.3MM HIGHLANDS
944101066	LAM 12.3MM MELODRAMA
944101067	LAM 12.3MM HAWTHORNE
944101071	LAM 8MM CHERRY B
944101072	LAM 12MM COASTAL GREY HS
944101078	LAM 13MM COASTAL OAK B
944101079	LAM 12MM COASTAL WALNUT HS
944101080	LAM 12MM COASTAL WALK HS
944101081	LAM 12MM SUMMER TAN FRUITWOODB
944101082	LAM 12MM CANDIED CHERRY B
944101084	LAM 12MM FOREST BROWN MAPLE B
944101085	LAM 12MM MIDNIGHT MAPLE B
944101086	LAM 12MM FORESTWOOD ASH B
944101087	LAM 12MM AMERICAN MAPLE B
944101200	LAM 12.3MM DRIFTWD SEA OATS HS
944101201	LAM 12.3MM DRFTW MORNNGHAZE HS
944101202	LAM 12.3MM DRFTW MALIBURIDG HS
944101203	LAM 8MM TOBACCO RIDGE MIX L BV
944101204	LAM 8MM KAHLUA SMOOTH BEV
944101205	LAM 12.3MM RSTC TMBR HAZELTINE
944101207	LAM 12.3MM RUSTC TMBR GRYLINE
944101208	LAM 12.3MM RUSTC TMBR CHARCOAL
944101209	LAM 12.3MM RSTC TMBR LGHT HAZE
944101210	LAM 12.3MM RSTC TMBR WHITEWASH
944101211	LAM 12.3MM RUSTIC TIMBER TERRA
944101212	LAM 12.3MM RSTCTMBRTOUCHOFCLAY
944101213	LAM 8MM QTRSAWN GOLDEN TEAK HS
944101214	LAM 8MM QTRSAWN DESERT SAND HS
944101215	LAM 8MM QTRSAWN BRANDYWINE HS
944101216	LAM 8MM QUARTERSAWN SPICE HS
944101217	LAM 8MM QTRSAWN SANDY PLANS HS
944101218	LAM 8MM SMOKEY PINE HS
944101219	LAM 12MM LEATHER
944101220	LAM 8MM WEATHERED OAK HS
944101244	LAM 8MM ACACIA FAWN HS
944101245	LAM 8MM ACACIA SANGRIA HS

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944101246	LAM 8MM ACACIA RUSSET HS
944101252	LAM 12MM MERBAU
944101269	LAM 12MM 5IN CARIBBEAN ROSEWD
944101295	LAM 8.3MM MIDNIGHT HCKRY DSTR
944101296	LAM 12MM WALNUT
944101297	LAM 8.3MM IKARUS HCKRY DSTRSSD
944101298	LAM 8.3MM WINSTON HCKRY DSTR
944101299	LAM 12.3MM RUSTIC PINE(EMB FI)
944101301	LAM 8.3MM DARK WALNUT DSTRSSD
944101302	LAM 8.3MM SIBERIAN TGR WD DSTR
944101303	LAM 8.3MM WILD ACACIA DSTRSSD
944101308	LAM 12MM WENGE EIR HS
944101310	LAM 8MM BIRCH BAY EMBOSS HS
944101312	LAM 8MM POINT GREY EMBOSS HS
944101314	LAM 8MM RUSTIC NOUGAT EIR BRSH
944101316	LAM 8MM RUSTIC ANTHRACITE EIR
944101317	LAM 8MM RUSTIC TERRA EIR BRUSH
944101321	LAM 10MM COTTAGE CHESTNUT MB
944101322	LAM 10MM OAK GUNSTOCK MB
944101323	LAM 8MM SPALTED
944101325	LAM 8MM CAPE TOWN
944101326	LAM 8MM SUNSET HICKORY
944101327	LAM 8MM CLIFTON BEACH
944101328	LAM 8MM RUSTIC HICKORY
944101329	LAM 8MM SEYCHELLES NATURAL
944101337	LAM 12MM EBONY OAK HS PR BEV
944101338	LAM 12MM WHITE OAK HS PR BEV
944101935	LAM 12.3MM MAHOGANY HS
944103112	LAM 12MM ITALIAN WALNUT
944104187	LAM 12MM CHERRY ANTIQUE
944104585	LAM 12MM SUEDE
944105079	LAM 12.3MM RUSTIC HICKORY HS
944105381	LAM 8MM WALNUT 2 STRIP
944105656	LAM 8MM MERBAU SINGLE PLANK
944108117	LAM 7MM AUTUMN OAK
944108791	LAM 12.3MM CYPRESS HS
944109578	LAM 6.2MM CHERRY PLANK
944199477	LAM 12.3MM VNTAG HEART PINE HG
944300121	LAM 12MM MERBAU
944300575	LAM 12MM OAK BUTTERSCOTCH

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944300610	LAM 12MM CABREUVA
944301237	LAM 12MM CABREUVA
944301238	LAM 8MM DARK MAHOGANY B
944301322	LAM 8MM CANYON CHERRY B
944301333	LAM 8MM FOSSIL FORREST B
944301383	LAM 12MM CHERRY ANTIQUE
944304043	LAM 12MM BEECH
944304210	LAM 12MM BRAZILIAN JATOBA
944307205	LAM 12MM WENGE
944308730	LAM 12MM IRONWOOD AMBER
944310792	LAM 8MM FLAXEN MAPLE GLOSS
944310819	LAM 8MM MAPLE NATURAL
944310824	LAM 8MM HICKORY NATURAL
944310835	LAM 8MM ANTIQUE HICKORY BEVEL
944310836	LAM 8MM MAPLE SELECT BEVEL
944310837	LAM 12MM BLIZZARD PINE
944310847	LAM 12MM EXOTIC OLIVE ASH

QUESTIONS? CALL TOLL-FREE 1-888-339-3891 OR VISIT WWW.FDSETTLEMENT.COM

EXHIBIT E

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

BRIDGET SMITH, RENE TAN, VICTOR)	Case No. 1:15-cv-04316-ELR
CASTANEDA, KRISADA LUEAMRUNG,)	
DAMON LOVETT, WILLIAM CHALK,)	DECLARATION OF STEPHEN J.
individually, on behalf of themselves and all)	CIRAMI REGARDING NOTICE AND
others similarly situated;)	SETTLEMENT ADMINISTRATION
)	
Plaintiffs,)	
)	
vs.)	
)	
FLOOR AND DECOR OUTLETS OF)	
AMERICA, INC., a Delaware corporation,)	
)	
Defendant.)	
)	

I, STEPHEN CIRAMI, declare and state as follows:

1. I am the Executive Vice President and Chief Operating Officer of Garden City Group, LLC ("GCG"). Over the past 12 years at GCG, I have handled a wide range of historic complex legal administrations, including mass tort settlements, human rights administrations, product liability settlements, antitrust matters, DOJ disgorgements, securities litigation

DECLARATION OF STEPHEN CIRAMI
CASE NO. 1:15-cv-04316-ELR

1 settlements and SEC Fair Funds, and ERISA, wage and hour, and insurance-related matters. I
2 have particular expertise identifying solutions for cases involving high volume and inaccurate or
3 dated data, and those requiring specialized class member identification demands. I have served
4 as an expert witness in cases involving ascertainability of class members and notice and
5 administration procedures. Additionally, I have provided testimony regarding GCG's processes
6 in numerous court proceedings. As part of my duties, I also lead GCG's Notice Team. Attached
7 as Exhibit A is my *curriculum vitae*.

8 2. The following statements are based on my personal knowledge as well as
9 information provided by other experienced GCG employees working under my supervision, and
10 if called on to do so, I could and would testify competently thereto.

11 3. GCG is a recognized leader in providing legal administrative services, including
12 the development of complex legal notice programs. GCG has offices in Lake Success, New
13 York, Seattle, Washington, and Dublin, Ohio. GCG has a staff of more than 600 employees,
14 including more than 100 attorneys on staff, a team of software engineers, call center
15 professionals, in-house legal advertising specialists, and graphic artists with extensive website
16 design experience.

17 4. GCG routinely develops and executes notice programs and administrations in a
18 wide variety of class action settlements, with subject matters including, but not limited to,
19 products liability, consumer, securities, mass tort, antitrust, labor and employment, ERISA, civil
20 and human rights, insurance, securities fraud, and healthcare. Our team has served as
21 administrator for over 3,000 cases over GCG's 30 plus year history. During that time, GCG has
22 mailed hundreds of millions of notices, disseminated over 400 million emails, handled over 32
23 million phone calls, processed tens of millions claims, and distributed over \$63 billion in
24 settlement benefits. Additional information about GCG can be found on our website at
25 www.gardencitygroup.com.

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27
}

DECLARATION OF STEPHEN CIRAMI
CASE NO. 1:15-cv-04316-ELR

the laminate flooring distributed, marketed and sold by Defendant, was made in China and contains Formaldehyde levels that violate applicable industry standards as well as standards put in place by the California Air Resources Board (“CARB”).

10. The Agreement states that the class definition is:

All End Users of Chinese Laminate Flooring sold by Floor & Decor Outlets of America, Inc. between January 1, 2012 and August 1, 2015.

The Settlement Class shall include the following subclasses:

1. Non-Testing Subclass: All End Users of Chinese Laminate Flooring sold by Floor and Decor Outlets of America, Inc. between January 1, 2012 and August 1, 2015 with one of the product SKUs listed on Exhibit A.

2. Testing Subclass: All End Users of Chinese Laminate Flooring sold by Floor and Decor Outlets of America, Inc. between January 1, 2012 and August 1, 2015 with one of the product SKUs listed on Exhibit B.

STRATEGY AND TARGET AUDIENCE DEFINITION

11. GCG adheres to the highest communication and outreach standards, in part, by structuring its notice programs on data provided by standard methodology that is used throughout the advertising industry and which has been embraced by courts in the United States. The design of the proposed Notice Plan is consistent with the U.S. Supreme Court’s guidance in *Daubert v. Merrell Dow Pharmaceuticals*, 509 U.S. 579 (1993) and *Kumho Tire Co. v. Carmichael*, 526 U.S. 137 (1999), and uses industry-accepted methodology that can be tested by peers. Specifically, GCG designed the Notice Plan using a method accepted within the advertising industry to understand the target audience, including Settlement Class Members, by examining their demography and media consumption habits. This Proposal describes the methodology for understanding the target audience and how the most appropriate media was selected to reach them.

12. In order to design an appropriate and efficient national legal notice program, GCG

utilizes the syndicated research bureaus GfK Mediamark Research, Inc. (“GfK MRI”) and comScore. GfK MRI is a nationally syndicated research tool. It is the leading supplier of multi-media audience research, and provides comprehensive reports on demographic, lifestyle, product usage and media exposure. GfK MRI conducts more than 26,000 personal interviews annually to gather their information, and is used by more than 450 advertising agencies as the basis for the majority of media and marketing campaigns. comScore is a global Internet information provider on which leading companies and advertising agencies rely for consumer behavior insight and Internet usage data. comScore maintains a proprietary database of more than 2 million consumers who have given comScore permission to monitor their browsing and transaction behavior, including online and offline purchasing. comScore panelists also participate in survey research that captures and integrates their attitudes and intentions.

13. Based on these media research tools, GCG is able to measure and report to the Court what percentage of the target audience is estimated to be reached by the Notice Plan and how many times the target audience will have the opportunity to see the notice. In advertising, this is commonly referred to as a reach and frequency analysis. Reach refers to the estimated percentage of the unduplicated audience exposed to the notice. Frequency, in turn, refers to how many times, on average, the target audience had the opportunity to view the notice. Reach and frequency calculations are used by advertising and communications firms worldwide and have become a critical element to help provide the basis for determining adequacy of notice in class action cases.

14. An exact target of “adults who have laminate flooring from FD” is not available in the above mentioned research tools. Therefore, taking into account the Class described above and the 17-state geographical distribution of the Defendant’s 58 retail stores, GCG believes that the best qualitative target for this case is “Homeowners 18 years old and older who live in Arizona, California, Colorado, Florida, Georgia, Illinois, Louisiana, Maryland, North Carolina, Nevada, New Jersey, Ohio, Pennsylvania, Tennessee, Texas, Utah or Virginia” (the “Target Audience”).

{}

DECLARATION OF STEPHEN CIRAMI
CASE NO. 1:15-cv-04316-ELR

1 **PLAIN LANGUAGE**

2 15. I have reviewed the Summary Notice (which includes the Postcard Notice, E-mail
3 Summary Notice, and Publication Notice) and the Long Form Notice, also attached as Exhibits
4 to the Agreement. It is intended that the Summary Notice will be used to notify Settlement Class
5 Members via direct mail, email, and publication. The Summary Notice and Long Form Notice
6 are written in a plain language style. Plain language is simply a more conversational form of
7 communication, which is used, for example, when reporting the news. The concept, now
8 integrated into legal notice practice, is one that has received approval from various national and
9 international authorities and organizations, including the Federal Judicial Center in the United
10 States.

11
12 **OVERVIEW OF NOTICE PLAN**

13 16. In order to reach a significant number of potential people covered by the
14 Settlement, and using the information we understand about the Class, GCG proposes to use a
15 variety of communication methods in the Notice Plan. Using a multifaceted approach,
16 engineered through a combination of internet advertising and print media, this Notice Plan is
17 specifically designed to notify persons covered by the settlement. The elements in this
18 multilayered and comprehensive proposed Notice Plan include:

19 (1) direct mail notice to Settlement Class Members known through address data
20 provided to GCG by Defendant or address data obtained using a reverse phone
21 number lookup using phone numbers of customers provided to GCG by
22 Defendant;

23 (2) direct email notice to Settlement Class Members that do not have a deliverable
24 mail address;

25 (3) print notice two times in *TIME* magazine;

26 (4) print notice in a California publication, as described below, to satisfy
27 California's Consumer Legal Remedies ACT ("CLRA");

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DECLARATION OF STEPHEN CIRAMI
CASE NO. 1:15-cv-04316-ELR

(5) banner notice geo targeted to the Target Audience on the internet in English and Spanish;

(6) a settlement website; and,

(7) a toll-free information telephone number.

17. The Notice Plan described below is estimated to reach approximately 75% of the Target Audience. GCG believes this Notice Plan satisfies due process standards and will provide adequate notice to the settlement class based on the documents provided by Counsel. The proposed Notice Plan is consistent with Fed R. Civ. P. 23 and provides the best practicable notice to reach Settlement Class Members affected by the Complaint.

NOTICE PLAN

18. **Direct Notice – United States Mail:** GCG will format a direct notice for distribution by the United States Postal Service to Settlement Class Members for whom a mailing address was already available through the Defendant’s historical sales data or was able to be established through a reverse phone number look up process (“Mailed Notice”). The proposed Mailed Notice will be in the form of the Postcard Notices (exemplars of which are attached as exhibits to the Settlement Agreement). Each Mailed Notice will include a unique identifier, known as the Claim Number. Prior to commencing the Mailed Notice, GCG will update each Settlement Class Member address through the National Change of Address database, which is maintained by the United States Postal Service (“USPS”) and ensures that address data is accurately formatted for mailing.¹ Where a more current address is obtained, GCG will update

¹ The NCOA database is the official United States Postal Service (“USPS”) technology product which makes change of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mailstream. This product is an effective tool to update address changes when a person has completed a change of address form with the USPS. The address information is maintained on the database for 48 months.

1 the address accordingly to help increase the success rate of the Mailed Notice reaching the Class.
2 Addresses not conforming to USPS standards will also be run through an advanced address
3 search to determine if a better address can be located. Upon completion of the searches and any
4 updates, new addresses will be used for mailing. A unique identifier, referred to as a Claim
5 Number, will also be assigned to all Settlement Class Members and will be included on each
6 Mailed Notice. The unique identifier will allow individuals to file claims online at the
7 Settlement Website described below. The unique identifier will be tied to each class member's
8 historical purchase history, to the extent such purchase detail is available in the defendant's
9 records, and will allow GCG to validate individual claims filed and determine to which Subclass
10 they belong. Postcard Notices returned as undeliverable will be re-mailed if a new address is
11 provided to GCG by USPS. If a new address is not provided by the USPS, GCG will conduct
12 another advanced address search and will remail any undeliverable mail pieces where a new
13 address can be located.

14 19. Based upon addresses and phone numbers in the sales data provided by the
15 Defendant and reverse phone look up results and analysis, GCG determined that mailing
16 addresses are available for approximately 67.5% of the total Class size of 127,601. Based on
17 that information, as well as the age and general quality of the Defendant's sales data, GCG
18 expects an undeliverable rate of approximately 10% of the records for which GCG has addresses.
19 Therefore, reducing the 67.5% reach of direct notice to the Class by such an undeliverable rate,
20 GCG estimates that the direct mail notice will reach approximately 60.7% of the Class.

21 20. **Direct Notice – Email Notice:** GCG will also format the Summary Notice for
22 email dissemination (the "E-mail Summary Notice") (exemplars of the E-mail Summary Notice
23 are attached as exhibits to the Agreement). GCG will send the Summary Email Notice to each
24 Settlement Class Member that does not have a deliverable physical mailing address, but has a
25 facially valid email address. Each E-mail Summary Notice will include a Claim Number. After
26 the Notice Period has ended, but before the Claim Deadline, GCG will also send a reminder
27 email notice regarding the Settlement to those Settlement Class Member who have not submitted

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1 a claim by the time the reminder email is sent.

2 21. **Publication Notice:** The Notice Plan also proposes inserting a 1/3-page version
3 of the Summary Notice in two national editions of *TIME* magazine to reach the Target Audience
4 as well as class members that may have moved during or since the conclusion of the class period
5 (exemplars of the Publication Notice is attached as an Exhibit to the Settlement Agreement). A
6 description of *TIME*'s content and readership is as follows:

7 TIME's is a weekly news magazine with a readership of nearly 16
8 million. The publication's extensive reporting, analysis and
9 viewpoints provide insight and big-picture perspective on the
10 most important ideas of the day, at home and around the world.
11 TIME regularly covers the myriad touch points of our lives,
12 including politics and international affairs, business and finance,
13 the environment, science and technology, health and nutrition,
14 entertainment and celebrities, and philanthropy and volunteerism.

15 22. **CLRA:** To satisfy the Consumer Legal Remedies Act (CLRA) requirement, the
16 Print Notice will run one time per week for four (4) weeks in the California edition of *USA*
17 *Today* at an approximate ad size of 1/4 page. In my opinion, such a publication will satisfy the
18 requirement of California Civil Code Section 1781(d). The California edition of *USA Today* is a
19 publication of general circulation in the counties in which the transactions at issue in this Action
20 occurred

21 23. **Paid Banner Advertisements:** Internet advertising has become a standard
22 component in legal notice programs. The Internet has proven to be an efficient and cost-
23 effective method to target and provide measurable reach of persons covered by a settlement.
24 According to GfK MRI Research, 84% of the Target Audience has used the internet in the last 30
25 days, therefore we propose notifying potential Settlement Class Members by running banner ads
26 on select websites where class members visit regularly and utilizing networks based on cost
27 efficiency, timing, and their contribution to the overall reach of the target. Banner

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advertisements are image-based graphic displays that are used in legal noticing to notify people of a settlement relevant to them. The text of the banner advertisement, which are attached to the Agreement as an Exhibit, will allow users to identify themselves as potential class members and directly link them to the settlement website for more information.

24. The selected sites were chosen to reach a great number of Settlement Class Members efficiently. According to GfK MRI research, 41% of visitors to any Spanish language website are a part of our Target Audience while 33% of our Target Audience has visited Yahoo.com in the last 30 days. Our Target Audience is also 5% more likely than Adults 18+ to visit Yahoo.com. comScore research reveals that 93% of our Target Audience visit websites part of the Yahoo! Audience Network and 20% visit websites part of the Pulpo Media network.

25. The banner advertisements will run for 4 weeks and will be geo-targeted to Adults 18 years old and older whose IP addresses are located in Arizona, California, Colorado, Florida, Georgia, Illinois, Louisiana, Maryland, North Carolina, Nevada, New Jersey, Ohio, Pennsylvania, Tennessee, Texas, Utah or Virginia and will also link directly to the settlement website. A list of the recommended websites included in the Notice Plan is shown below.

INTERNET		
Site	URL	Unit Size
Yahoo! Audience Network	Various	728 x 90 & 300 x 250
Pulpo Media (Spanish Language)	Various	728 x 90 & 300 x 250
Total Estimated Impressions:		92,500,000

26. The Yahoo! Audience Network is comprised of over 3,000 websites including Yahoo branded websites, partnerships with AOL and Microsoft, as well as websites from comScore's top 1,000 websites ranked by page views/traffic. Sample sites on the include AOL.com, Ask.com, FoodNetwork.com, Pandora.com, HGTV.com, and USAToday.com.

27. Pulpo is a bi-language network including thousands of Spanish language

1 websites. Pulpo is ranked by comScore Media Metrix as #1 in Hispanic Reach based on its
2 Hispanic Ad Focus Hispanic Ad Focus (#1 Spanish Dominant, Bilingual, and English dominant
3 Hispanics respectively). Ads may appear on such sites as Hoy.es and Univision.com, among
4 others.

5 28. **Website:** Importantly, the Notice Plan includes an official website dedicated to
6 Settlement information such as Settlement Class Member rights, dates, and deadlines. The
7 Settlement Website will contain additional information and important Court documents such as
8 the Settlement Agreement, the Preliminary Approval Order, the Long-Form Notice, and the
9 Claim Form. It will also include procedural information regarding the status of the Court-
10 approval process, how to determine if one is a class member, what subclass one is in, and how to
11 file a claim. Further, Settlement Class Members, using a unique identifier pre-assigned by GCG
12 and tied to the defendant's historical purchase data, will be able to submit a Claim Form on the
13 Settlement Website using a secure online claims portal. The Settlement Website will also provide
14 instructions for Claimants wishing to exclude themselves from or object to the Settlement.

15 29. **Telephone:** GCG will maintain a toll-free telephone line where callers may
16 obtain information, verify they are Settlement Class Members, obtain a Claim Number, request a
17 Claim Form be mailed to them, or have other general questions answered about the settlement.
18 The telephone number will be prominently displayed on the Mailed Notice, the Publication
19 Notice, the Long Form Notice, as well as on the Settlement Website.

20 30. The notices, including the Long Form Notice, Summary Notice, Postcard Notices,
21 E-mail Summary Notices, and Publication Notice themselves are designed to be "noticed,"
22 reviewed, and—by presenting the information in plain language—understood by Settlement
23 Class Members. The design of the Notices follows the principles embodied in the Federal
24 Judicial Center's illustrative "model" notices posted at www.fjc.gov. Many courts, and as
25 previously cited, the FJC itself, have approved notices written and designed in a similar fashion.
26 These notices contain substantial, albeit easy-to-read, summaries of all of the key information
27 about Settlement Class Members' rights and options. Consistent with our normal practice, all

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1 notice documents will undergo a final edit prior to actual mailing and publication for
2 grammatical errors and accuracy.

3 31. All notices were designed to increase noticeability and comprehension. Because
4 mailing recipients are accustomed to receiving junk mail that they may be inclined to discard
5 unread, the Notice Plan calls for steps to bring the mailed Notice to the attention of Settlement
6 Class Members. Once people “notice” the notices, it is critical that they can understand them.
7 As such, the notices, as produced, are clearly worded with an emphasis on simple, plain language
8 to encourage readership and comprehension.

9 32. The Email, Postcard and Publication Notice feature a prominent headline in bold
10 text. This alerts recipients and readers that the Notice is an important document authorized by a
11 court and that the content may affect them, thereby supplying reasons to read the Notice.

12 33. Class Notice will also include a detailed notice or Long Form Notice. The Long
13 Form Notice provides substantial information to Settlement Class Members. The Long Form
14 Notice begins with a summary page providing a concise overview of the important information
15 and a table highlighting key options available to Settlement Class Members. A table of contents,
16 categorized into logical sections, helps to organize the information, while a question and answer
17 format makes it easy to find answers to common questions by breaking the information into
18 simple headings. The proposed Long Form Notice is attached as an Exhibit to the Settlement
19 Agreement.

20 **CONCLUSION**

21 34. In class action notice planning, execution, and analysis, we are guided by due
22 process considerations under the United States Constitution, by federal and local rules and
23 statutes, and further by case law pertaining to notice. This framework directs that the Notice
24 Plan be designed to reach the greatest practicable number of potential Settlement Class Members
25 and, in a settlement class action notice situation such as this, that the notice or Notice Plan itself
26 not limit knowledge of the availability of benefits—nor the ability to exercise other options—to
27 Settlement Class Members in any way. All of these requirements will be met in this case.

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35. Our notice effort follows the guidance for how to satisfy due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions, which are: a) to endeavor to actually inform the class, and b) to demonstrate that notice is reasonably calculated to do so:

A. "But when notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it," *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950).

B. "[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections," *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) citing *Mullane* at 314.

36. The Notice Plan will provide the best notice practicable, conforms to all aspects of Federal Rule of Civil Procedure 23, and comports with the guidance for effective notice articulated in the Manual for Complex Litigation 4th Ed.

37. As reported above, the Notice Plan will effectively reach an estimated 75% of the Settlement Class Members. It will deliver "noticeable" Notices to capture Settlement Class Members' attention, and provide them with information necessary to understand their rights and options.

38. The Notice Plan schedule will afford enough time to provide full and proper notice to Settlement Class Members before any opt-out and objection deadline.

39. At the conclusion of the Notice Plan, we will provide a final report verifying its effective implementation.

40. This method of focused notice dissemination is a reasonable and targeted approach to provide effective notice in this case. This Notice Plan is estimated to reach at least 75% of Settlement Class Members. This methodology ensures an appropriate standard of individual notice to Settlement Class Members and is in my opinion the best notice practicable

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1 under the circumstances, including individual notice to all members of the class who can be
2 identified through reasonable effort.

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4 I declare under penalty of perjury that the foregoing is true and correct to the best of my
5 knowledge and belief.

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7 Executed this 1 day of September, 2016 in Lake Success, New York.


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11 Stephen Cirami
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EXHIBIT A

EXHIBIT A





CURRICULUM VITAE

Stephen Cirami

Executive Vice President and Chief Operating Officer

EXECUTIVE SUMMARY:

Stephen Cirami is a nationally renowned expert on all aspects of class action legal notice and administration. Over the past 12 years in his handling of a wide range of historic complex legal administrations, he has worked with GCG's Notice Team, who collectively have more than 60 years of advertising and media experience, to effectuate hundreds of notice programs and help design dozens of others. Mr. Cirami consults frequently with plaintiff and defense counsel, as well as government agencies, to design notice programs that meet their specific needs and circumstances, and has particular expertise identifying solutions for cases requiring specialized class member identification demands.

CONTACT

P. 631-470-6838

1985 Marcus Ave
Lake Success, NY 11042

stephen.cirami
@gardencitygroup.com

Admissions:

Florida State Bar
New York State Bar

Education:

Duke University, J.D.,
cum laude

State University of New
York at Albany, B.A.,
Psychology

SELECT NOTICE PROGRAMS EFFECTUATED

- ***In re Nortel Securities Litigation I:*** No. 01-cv-1855; Southern District of New York; Hon. Richard M. Berman; and ***In Re Nortel Securities Litigation II:*** No. 05-md-1659; Southern District of New York; Hon. Loretta A. Preska; \$2.4 billion settlement fund
- ***In re Royal Ahold Securities and ERISA Litigation:*** No. 03-md-01539-CCB; District of Maryland Northern Division; Hon. Catherine C. Blake; \$1.1 billion settlement fund
- ***In re Credit Default Swaps Antitrust Litigation:*** No. 13 Md. 2476 (DCL); Southern District of New York; Hon. Denise L. Cote; \$1.864 billion settlement fund
- ***In re Initial Public Offering Securities Litigation:*** No. 21-mc-92; Southern District of New York; Hon. Shira Scheindlin; \$586 million settlement fund
- ***Countrywide MBS Settlement:*** No. 10-cv-00302; Central District of California; Hon. Mariana R. Pfaelzer; \$500 million settlement fund
- ***In re Bank of New York Mellon Corp. Forex Transactions Litigation:*** No. 12-md-2335 (LAK) (JLC); Southern District of New York; Hon. Lewis A. Kaplan; \$335 million settlement fund
- ***Bennett v. Sprint Nextel Corp:*** No. 09-cv-2122-EFM-KMH; District of Kansas; Hon. Eric F. Melgren; \$131 million settlement fund
- ***In re HP Securities Litigation Settlement Fund:*** Master File No. 3:12-cv-05980-CRB; Northern District of California, San Francisco Division; Hon. Charles R. Breyer; \$100 million settlement fund
- ***In re Cobb EMC Class Action:*** Civil Action File No. 10:100353-48; Superior Court of Cobb County, Georgia; Hon. J. Stephen Schuster; \$98 million settlement fund
- ***In re SCOR Holding (Switzerland) A.G. Securities Litigation:*** Master File No. 04 Civ. 7897 (DLC); Southern District of New York; Hon. Denise L. Cote; \$58.4 million settlement fund
- ***Vivendi SEC Settlement:*** No. 03-cv-10195-PKC; Southern District of New York; Hon. P. Kevin Castel; \$51 million settlement fund
- ***Vivendi Universal Securities Class Action:*** No. 02-Civ-5571, Southern District of New York; Hon. Richard J. Holwell

- **In re Sony PS3 Other OS Litigation:** No. 3:10-cv-01811-YGR; Northern District of California; Hon. Yvonne Gonzalez Rogers
- **Markos v. Wells Fargo Bank NA:** No. 1:15-cv-01156-LMM; Northern District of Georgia, Atlanta Division; Hon. Leigh Martin May
- **McDonough v. Toys 'R' Us, et al.:** No. 2:06-cv-0242-AB and **Elliott v. Toys 'R' Us, et al.:** No. 2:09-cv-06151-AB; Eastern District of Pennsylvania; Hon. Anita B. Brody; \$35 million combined settlement
- **In re Longtop Financial Technologies Limited Securities Litigation:** No. 11-cv-3658, Southern District of New York; Hon. Shira Scheindlin; \$2.3 million settlement fund

PERSONAL APPOINTMENTS

Expert Witness:

Estate of Mikulski v. Cleveland Electric Illuminating Co., Estate of Mikulski v. Centerior Energy Corp. et al, Estate of Mikulski v. Toledo Edison Co.: Currently serving as an expert witness concerning the reasonable identification of class members, and notice and administration procedures.

Special Master:

Seifi v. MBUSA Settlement: Appointed as the Special Master to oversee the claim appeals process and make determinations regarding the eligibility, denial and payment of claims.

Fund Administrator:

Citigroup Global Markets, Inc.: Appointed as the Fund Administrator, Tax Administrator and Escrow Agent for this matter, which requires signing all class member correspondence, including distribution payment checks.

SELECTED COURT TESTIMONY

Testified and/or submitted reports to discuss the claims process and/or claim determinations of GCG in various matters including:

In re Royal Ahold N.V. Securities & ERISA Litigation

- Hon. Catherine C. Blake, U.S. District Judge, District of Maryland, stated, "Yes, I agree. I think, Mr. Ciriemi, you certainly have been doing everything you can to reach as many claimants as possible, and I appreciate it. It's a very difficult, very difficult and time-consuming process;" and
- "I appreciate the team of ... settlement administrators ... who have managed this process so well."

In re Initial Public Offering Securities Litigation

- Hon. Shira A. Scheindlin, U.S. District Judge, Southern District of New York, stated "GCG is complying with its typical procedures for claims administration and is going above and beyond its usual practices due to the size of the class in this action."

Bellsouth Securities Litigation: Northern District of Georgia Atlanta Division; Hon. William S. Duffey, Jr.

Checkpoint RF Tags Antitrust Litigation: District of New Jersey; Hon. Joseph E. Irenas

In re Citigroup Inc. Securities Litigation: Southern District of New York; Hon. Sidney H. Stein

In re Interpublic Securities Litigation: Southern District of New York; Hon. Denise L. Cote

In re Rentech Inc. Securities Litigation: Central District of California; Hon. George H. King

San Allen Inc., et al. vs. Stephen Buehrer Administrator, Ohio Bureau of Workers' Compensation: Cuyahoga County, Ohio; Hon. Richard J. McMonagle

NOTICE PROGRAM DESIGN CONSULTATION

- ***In re Initial Public Offering Securities Litigation:*** Case No. 21-mc-92; Southern District of New York; Hon. Shira Scheindlin
- ***In re Prograf (Tacrolimus) Antitrust Litigation:*** Case No. MDL No. 22242; District of Massachusetts; Hon. Rya W. Zobel
- ***San Allen Inc., et al. vs. Stephen Buehrer Administrator, Ohio Bureau of Workers' Compensation;*** Cuyahoga County, Ohio, Hon. Richard J. McMonagle
- ***SEC v. CR Intrinsic Investors, LLC:*** 12 Civ. 8466 (VM); Southern District of New York; Hon. Victor Marrero
- ***Yukos Claims Administration;*** \$337 million international settlement fund

PRE-SETTLEMENT/PRE-NOTICE AFFIDAVITS & DECLARATIONS

- ***Bennett v. Sprint Nextel Corporation:*** Case No. 2:09-cv-02122-EFM-KMH; District of Kansas; Hon. Eric F. Melgren
- ***Erickson v. Corinthian Colleges, Inc.:*** Case No. 2:13-cv-07466-GHK-PJW; Central District of California; Hon. George H. King
- ***In re Bank of New York Mellon Corp. Forex Transactions Litigation:*** Case No. 12-md-2335 (LAK) (JLC); Southern District of New York; Hon. Lewis A. Kaplan
- ***In re HP Securities Litigation:*** Case No. 3:12-cv-05980-CRB; Northern District of California; Hon. Charles R. Breyer
- ***In re Longtop Financial Technologies Limited Securities Litigation:*** Case No. 11-cv-3658-SAS; Southern District of New York; Hon. Shira A. Scheindlin
- ***In re Prograf (Tacrolimus) Antitrust Litigation:*** MDL No. 22242; District of Massachusetts; Hon. Rya W. Zobel
- ***In re Sony PS3 Other OS Litigation:*** Case No. 3:10-cv-01811-YGR; Northern District of California; Hon. Yvonne Gonzalez Rogers

SPEAKING ENGAGEMENTS

2016

The Duke Law Center for Judicial Studies, San Diego, CA, October

Confex, "Around the World in Eight Cases: The Top Litigation Trends of 2016," Panel Moderator, London, England, September

2014

National Association of Attorneys General (NAAG) Fall Consumer Protection Seminar, Providence, RI

6th Annual Conference on Global Investor Protection, Frankfurt, Germany

2013

5th Annual Conference on Global Investor Protection, Frankfurt, Germany

2011

Hedge Funds Care Investor Conference, New York, NY

2010

Securities Industry and Financial Markets Association (SIFMA) Securities Conference, New York, NY

2009

Three separate European Institutional Investor Conferences
(Frankfurt, Germany; Paris, France; Zurich, Switzerland)

2007

Bank Depository User Group (BDUG) Annual Conference, San Antonio, TX

ARTICLES

- “Thinking Down the Road . . . or Across an Ocean: Global Legal Notice Considerations” – *The National Law Journal*, July 2016
- “The Lawdragon Lawyer Limelight: Stephen Ciriemi” – *Lawdragon*, April 2016
- “Thinking Down the Road: 5 Things to Consider When Negotiating a Class Action Settlement” – *American Lawyer and Corporate Counsel*, July 2014
- “Potential Pitfalls of Class Action Notice and Claims Administration in the 21st Century” – *Practicing Law Institute: Class Action Litigation Manual*, 2012

CONTINUING LEGAL EDUCATION PRESENTATIONS

2016

Data Privacy and Protection in Legal Administrations

- Motley Rice LLC, June 8, 2016
- Duane Morris LLC, March 29, 2016

2014

Settlement Administration from the Plaintiffs’ Perspective

- Motley Rice LLC, September 24, 2014
- Spector Roseman Kodroff & Willis, P.C., July 10, 2014
- Sussman Godfrey LLP, August 6, 2014

ORGANIZATIONAL AFFILIATIONS

Behind the Book, Board Member, May 2015 to Present

CYO St. Edwards, Board Member, April 2015 to Present

PROFESSIONAL MEMBERSHIPS

International Bar Association

New York Bar Association

The Practicing Law Institute Faculty

EXHIBIT B

EXHIBIT B



Stephen Cirami, Executive Vice President & Chief Operating Officer: As GCG's Executive Vice President and Chief Operating Officer, Stephen Cirami provides leadership management and vision to ensure GCG's financial strength and operating efficiency while promoting growth of the organization. Mr. Cirami manages all GCG offices nationwide and is responsible for all ongoing legal administration projects across the company, including GCG's class action settlement administrations, restructuring and bankruptcy matters, mass tort settlements, regulatory settlements, legal notice functions through GCG Media, and data breach response programs.

A former class action attorney, Mr. Cirami is a nationally renowned expert on all aspects of class action legal notice and administration. Over the past 12 years at GCG, he has handled a wide range of historic complex legal administrations, including mass tort settlements, human rights administrations, product liability settlements, antitrust matters, DOJ disgorgements, SEC Fair Funds, and ERISA, wage and hour, and insurance-related matters. He has played an integral role in many of GCG's largest and most high-profile matters, including the \$10.3 billion *BP Deepwater Horizon Settlement*, the \$1.425 billion *Stryker Modular Hip Settlement*, the \$6.15 billion *WorldCom Securities Litigation Settlement*, the \$1.1 billion *Royal Ahold Securities and ERISA Settlement*, and *United States v. Pokerstars (Full Tilt Poker)*.

Mr. Cirami consults frequently with plaintiff and defense counsel, as well as government agencies, to design programs that meet their specific needs and circumstances, which he and his team of highly skilled operations specialists implement and manage. He has particular expertise identifying solutions for cases involving high volume and inaccurate or dated data, and those requiring specialized class member identification demands. In fact, Mr. Cirami is currently serving as an expert witness in a series of related cases concerning the reasonable identification of class members and notice and administration procedures.

Mr. Cirami has handled more securities programs than any other legal administrator, and under his leadership, GCG has administered some of the most complex securities programs involving multiple parties, multiple related settlements, multiple classes of securities, and securities such as mortgage-backed instruments. He has even provided testimony regarding GCG's claims processes and claim determinations for these cases in numerous court proceedings.



Shandarese Garr, Senior Vice President, Diversity & Inclusion: As Senior Vice President of Diversity & Inclusion, Shandy Garr is responsible for executing GCG's diversity and inclusion vision by working with GCG's Executive, Legal, Human Resources, Marketing, Business Development and Vendor Management teams to create and launch company-wide programs and initiatives that focus on inclusion to drive innovation, performance, and business growth. In this role, Ms. Garr designs and implements company-wide diversity and inclusion programs that emphasize the importance of sensitivity, cultural awareness, mentorship, and community involvement in order to promote a workplace environment in which every individual's unique strengths and abilities are developed and valued.

Ms. Garr has served as a member of GCG's Senior Management Team for more than 10 years. Ms. Garr began her career at GCG in 1994 as a class action claims administrator. In

1998, she was promoted to Director of the Securities Division, where she was responsible for all aspects of GCG's securities class action administrations. She became the Assistant Vice President of Securities Operations in 2000 and was promoted to Vice President of Securities Operations in April 2004. In July 2007, Ms. Garr became Vice President of East Coast Operations, where she led hundreds of legal administrations and worked on some of the largest and most complex settlements of all time, including the *Deepwater Horizon Economic Settlement Program*, *WorldCom Securities Litigation Settlement*, *Royal Ahold Securities Litigation Settlement*, *Nortel Networks Corp. Securities Litigation Settlement* and many others. In August 2007, Ms. Garr was promoted to Vice President/Managing Director of Strategic Initiatives. She was tasked with addressing some of the most important issues facing GCG, including optimization of operating capacity, and enhanced productivity growth. She was then tapped to manage GCG's Mail, Call and Processing Center in Dublin, Ohio, and later managed its Hammond, Louisiana, Operations Facility during the *Deepwater Horizon Economic Settlement Program*.



Jose Fraga, Senior Director, Operations: As a Senior Director of Operations, Jose Fraga oversees all broker and nominee outreach and class member identification efforts in all of GCG's securities class action shareholder administrations. Over the past decade, he has managed over 500 separate matters, including some of the most complex securities class member identification and outreach campaigns of all time (e.g., *IPO Securities Litigation*, *Royal Ahold N.V. Securities & ERISA Litigation*, and *Converium Holding AG International Settlement*). He has significantly contributed to the development of GCG's proprietary nominee database by maintaining extensive relationships with banks, brokers, clearing firms, indenture trustees, and transfer agents in an era characterized by the fall out of the 2008 financial crisis, high turnover, and extensive outsourcing of back office functions by banks and brokers. These relationships are key drivers to the success of many securities class action administrations at the noticing stage, ensuring that GCG's database is always up-to-date. This experience, combined with his outreach and class member identification expertise, has played an integral role in effectuating notice dissemination campaigns in hundreds of class action administrations

Mr. Fraga also handles disclosure-only settlements. Last year, he completed a large notice program for a settlement involving the \$6 billion acquisition of LSI Corporation and, more recently, completed notice programs for the *CareFusion* and *International Game Technology* litigations. In New York State, Mr. Fraga led GCG's implementation of ground-breaking multinational notification programs involving multibillion dollar mortgage-backed securities settlements. Mr. Fraga is frequently consulted in the early stages of settlement in terms of identifying class members in unique cases involving sophisticated securities such as foreign exchange swaps and index linked notes. After an administration is underway, his knowledge of the markets and brokers enables him to assist individual class members.

Prior to joining GCG, Mr. Fraga practiced corporate finance law at both Skadden Arps Slate Meagher & Flom, and Morgan Lewis & Bockius, where he worked on stock offerings, SEC registered exchange offers, private offerings

Lori Castaneda, Vice President of Operations: Lori Castaneda manages Operations in GCG's West Coast Headquarters in Seattle, where she oversees a team of over 45 attorneys and 70 other professionals working on the hundreds of cases handled in that office. To date, Ms. Castaneda has handled over 125 class action settlement administrations personally with a total settlement value exceeding \$20 billion, and she has testified in court regarding the success of GCG's administrations. Her work includes several precedent setting complex class action administrations involving innovative claimant outreach and notice solutions. Based on her experience, she is frequently called upon to consult with prospective clients on the ascertainability of the class, and as needed Ms. Castaneda and her team adjust notice programs throughout the course of an administration to ensure anticipated results are received.

Ms. Castaneda has been particularly instrumental in overseeing legal notice and claimant outreach in over 80 large consumer class actions, over 10 significant antitrust litigation settlements, and more than 30 wage & hour settlements. In particular, she has played a key role in the historic \$3.4 billion administration of the *Cobell v. Salazar Indian Trust Settlement*, in which she worked closely with both plaintiffs' counsel and the Department of Justice. Ms. Castaneda managed the extensive class member outreach program which included notice dissemination to more than 700,000 individuals, as well as in-depth demographic research to map locations of class members to strategically execute community outreach. She also manages several of GCG's larger antitrust administrations, including *In re Air Cargo Shipping Services Antitrust Litigation* where GCG worked with U.S. and Canadian counsel to develop one of the largest international reach-based notice programs conducted to date in which published notice appeared in 36 languages available in nearly 140 countries. GCG was also responsible for the printing and mailing of the direct mail notice.

In recent years Ms. Castaneda has been involved in several other administrations involving large-scale notice, including the Classmates.com administration for which GCG sent more than 57 million notices and Time Warner Cable for which GCG sent 7 million notices. She was also involved in the *Careathers v. Red Bull North America* consumer class action for which GCG conducted a massive notice campaign that included a sophisticated mix of media outreach, including popular consumer magazines, internet banner advertising, mobile advertising, and sponsored search listings, including to 900 Spanish language outlets.

Before joining GCG in 2010, Ms. Castaneda spent over 20 years handling the administration of corporate expansion efforts and mergers and acquisitions. She also handled secured transactions for Fortune 500 companies and has extensive experience with the finance industry, handling transactional matters for some of the world's largest banking institutions.



Tammy Ollivier, Senior Project Manager: With more than 17 years providing legal notice solutions for class action and bankruptcy matters, Tammy Ollivier has managed a portfolio of complex media campaigns with more than \$10 million in combined total gross media billings. Ms. Ollivier develops and implements GCG's complex and high-profile legal notice advertising campaigns, including for mega-sized class action settlements such as the *Deepwater Horizon Settlement* and *In re Air Cargo Shipping Services Antitrust Litigation*, as well as bankruptcy notice programs for *AMR Corporation, et al. (American Airlines)* and *Motors Liquidation*.

Company, et al. (fka General Motors Corp., et al.). Her responsibilities include researching target audiences, designing notice plans, formatting advertising copy, negotiating media rates, placing notices, and training internal media team members.

For the *Deepwater Horizon Settlement*, Ms. Ollivier managed a massive outreach effort after analyzing nationally syndicated media research to determine the demographics, psychographics and geographical distribution of the target population. The notice campaign included advertisements in 275 newspapers throughout the affected region, with more than 500 insertions, internet notice via more than 40 local newspaper, television and radio websites, media relations, and distribution of notice posters to approximately 5,000 local establishments in the affected area. For *Air Cargo Shipping Services Antitrust Litigation*, she directed an international notice program with publication in local newspapers in 68 countries, global newspapers and industry trade publications with more than 350 insertions, including notice translation in 36 languages, internet notice, third-party outreach to trade organizations and dissemination of a global press release.



Maggie Ivey, Media Supervisor: Maggie Ivey designs and implements some of the largest and highest profile regional, national and international consumer legal notification programs. Over more than 12 years with GCG, she has used her extensive knowledge of syndicated research touted by the industry to develop defensible opinion-based notice plans effective at reaching class members both nationwide and around the globe. Her experience includes consumer fraud, antitrust, telecommunication, media, securities, banking, insurance, and bankruptcies. Examples of notice programs that Ms. Ivey has worked on include *Stefanyshyn v. Consolidated Industries*, *Blue Rhino In re: Pre-Filled Propane Tank* and *Benjamin Careathers v. Red Bull Class Action*. Ms. Ivey has been instrumental in incorporating new media and social media into court-approved notice programs. Specifically, she was one of the first media planners to incorporate mobile advertising into legal notice programs. Prior to joining GCG, Ms. Ivey was a media planner with a large advertising agency outside of Washington, D.C. There, she planned and implemented traditional and online media buys for national and regional clients such as Choice Hotels International, PNC Bank, Sallie Mae, CORT Furniture, Children's National Medical Center and Colonial Williamsburg, among others. She assisted in allocating budgets for billing of over \$25 million in advertising.



Onaje Lombard, Media Coordinator: Onaje Lombard joined GCG's Media Team in Seattle in late 2015. He is responsible for assisting in the development of notice solutions with a focus on media outreach, research, and rate negotiation. Most recently, Mr. Lombard played a role on the *In re Ductile Iron Pipe Fittings Direct and Indirect Purchaser Antitrust Litigation* cases where he drafted and edited notice summaries, negotiated the purchase of advertising space, and distributed digital media monitoring reports, ensuring ad placement and billing accuracy. Prior to joining GCG Media, Mr. Lombard worked in GCG's Louisiana facility

handling claims and quality assurance aspects of the *Deepwater Horizon Settlement*. Earlier in his career Mr. Lombard gained extensive experience as an advertising and public relations account executive at GMC + Company Advertising, where he coordinated the development of marketing initiatives to create brand awareness, and managed the production of creative materials for multiple platform national media campaigns covering radio, television, digital and print, including placements in *USA Today*, *Uptown Magazine*, and *Time Inc.* publications.

Brandon Schwartz, Media Buyer and Planner: With more than 15 years of marketing, advertising, and media experience, Brandon Schwartz develops noticing solutions for all aspects of class action settlements. Mr. Schwartz joined GCG in February 2015, bringing his hands-on experience in the design of local, regional, national and global notice plans. He has in-depth knowledge of generating media, conducting demographic research, designing media plans, developing and buying media, and creating commercial/video productions, and keeps GCG up to date on current developments and best practices to consider for social media outreach through platforms such as Twitter and Facebook. He also has particular antitrust case experience which includes the *In re Ductile Iron Pipe Fittings Direct and Indirect Purchaser Antitrust litigations*, and *In re Pool Products Distribution Market Antitrust Litigation*.

Over the course of his career he has designed and implemented ad campaigns for more than 100 high-profile cases and has implemented hundreds of cases. Prior to joining GCG, Mr. Schwartz spent over four years as the Media Manager for a large claims administrator where he designed a multi-million dollar media campaign for *In re: Oil Spill by the Rig Deepwater Horizon in the Gulf of Mexico*. He also gained significant experience developing international notice campaigns for *In re Parmalat Securities Litigation*, the *Indian Residential Schools Settlement*, and the *Royal Dutch Shell Non-United States Residents Securities Class Action Settlement*. For the *Countrywide Data Security Breach Litigation*, he created a how-to video about claims filing that was translated into Spanish and deemed “ground breaking” by the judge handling the case. Earlier in his career he spent almost two years consulting with clients on the West Coast developing solutions for all aspects of class action settlements, from legal noticing to disbursement.



Katie Sparks, Media Buyer: With over seven years of experience in creating legal notice media plans, Katie Sparks designs and implements effective notice campaigns tailored to the audience, language requirements and geographical needs of each case. She takes into account effective noticing criteria and draws upon her background in editing and publishing. Ms. Sparks has particular expertise developing noticing solutions for securities and bankruptcy administrations, and has worked on many of GCG's large mortgage-backed securities cases, as well as the *In re Air Cargo Shipping Services Antitrust Litigation*, and the *AMR Corporation, et al. (American Airlines)* and *Motors Liquidation Company, et al. (fka General Motors Corp., et al.)* bankruptcies. She also helped design and implement the notice plan for the Gulf Coast Claims Facility. When working on consumer cases, she uses reach and frequency analysis to determine the most effective media outreach strategy.

In a case such as the *JP Morgan RMBS Settlement – Article 77*, Ms. Sparks' excellent project management skills have proven essential to her ability to manage the many moving parts

related to noticing, including publication occurring in 12 countries and 20 languages. Ms. Sparks sees the project through from start to finish, analyzing the target demographic, researching media vehicles, and putting together the proposal and timeline. She designs ads and works with translators, media representatives, and other vendors. Ms. Sparks also handles earned media in the form of public relations and monitoring the press related to GCG's media plans.

EXHIBIT F

Smith v. FD

c/o GCG

P.O. Box 10309

Dublin, OH 43017-5909



goo.gl/wjAfp4

Forwarding Service Requested

**YOU MAY BE ENTITLED TO BENEFITS
FROM A CLASS ACTION SETTLEMENT**

YOUR CLAIM NUMBER IS: 1234567890

1234567890



Claimant ID: MMMMM011111111

Control No: 1234567890

JANE CLAIMANT

123 4TH AVE

APT 5

SEATTLE, WA 67890

If you own Chinese-made laminate flooring sold by Floor & Decor between January 1, 2012 and August 1, 2015, you may qualify to receive benefits from a class action settlement

For more information, visit www.FDSettlement.com or call (888) 339-3891

YOUR CLAIM NUMBER IS: 1234567890

If you are receiving this notice, then you may be part of a Class Action Settlement in which up to \$14 million has been proposed to resolve a lawsuit against Floor & Decor Outlets of America, Inc. ("FD"). The lawsuit claims that FD mislabeled Chinese-made laminate flooring, sold between January 1, 2012 and August 1, 2015, as complying with California regulations limiting formaldehyde emissions. FD denies those allegations and stands by the safety of its products.

By submitting a claim form using the claim number provided in this Notice, you may be entitled to your option of either \$1.50 in cash or \$3.00 in store credit for each square foot of Chinese made laminate flooring you purchased from FD.

Submit a Claim Form To Obtain Benefits

To participate and get your option of cash or store credit, you must submit a valid claim form using the Claim Number provided to you in this notice. Claim forms are available at www.FDSettlement.com, by calling (888) 339-3891, or by writing to: Smith v. FD, GCG, PO Box 10309, Dublin OH 43017-5909. Claim forms can be submitted electronically on the website or by first class mail. More information, including a more detailed notice, is available at www.FDSettlement.com.

To exclude yourself, you must write to the above address by Month DD, 20YY. To object, you must file an objection with the Court by Month DD, 20YY. For complete instructions on how to exclude yourself or object, visit www.FDSettlement.com.

If you do nothing, you will get no benefits and won't be able to sue FD in the future.

Who represents me?

The Court has appointed counsel to represent you. If you want your own lawyer, you may hire one at your expense.

When Will The Court Decide?

The Court will hold a hearing on Month DD, 20YY at X:XX x.m. to consider whether to approve the settlement, award fees and costs to class counsel of \$4,666,666.67, and pay service awards. You may appear at the hearing, but don't have to.

How Do I Get More Information?

You can get more details at www.FDSettlement.com, by calling (888) 339-3891, or by writing to Smith v. FD, GCG, P.O. Box 10309, Dublin, OH 43017-5909

EXHIBIT G

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

BRIDGET SMITH, RENE TAN,)	
VICTOR CASTANEDA, KRISADA)	
LUEAMRUNG, DAMON LOVETT, and)	
WILLIAM CHALK, individually, on)	
behalf of themselves and all others)	
similarly situated,)	
)	
Plaintiffs,)	Case No. 1:15-cv-04316-ELR
)	
v.)	
)	
FLOOR AND DECOR OUTLETS)	
OF AMERICA, INC.,)	
)	
Defendant.)	
)	

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL
OF SETTLEMENT, CERTIFYING CLASS FOR PURPOSES OF
SETTLEMENT, DIRECTING NOTICE TO THE CLASS, AND
SCHEDULING FINAL FAIRNESS HEARING**

WHEREAS, this matter has come before the Court pursuant to Plaintiffs’ Unopposed Motion for Preliminary Approval of Proposed Settlement, Certification of Class for Purposes of Settlement, and Approval of Form and Notice Plan (the “Motion”) filed by Plaintiffs Bridget Smith, Rene Tan, Victor Castaneda, Krisada Lueamrung, Damon Lovett, and William Chalk, individually, on behalf of

themselves and all others similarly situated (collectively, “Settlement Class Plaintiffs”).

WHEREAS, the Court finds that it has jurisdiction over this action and the parties for purposes of settlement only;

WHEREAS, this Court is otherwise fully advised of the facts and circumstances of the proposed settlement;

IT IS HEREBY ORDERED THAT:

Preliminary Approval of the Settlement Agreement

1. The Court preliminarily approves the Settlement Agreement and Release dated September 1, 2016 between Plaintiffs and Defendant (the “Settlement Agreement”), subject to further consideration thereof at the Final Fairness Hearing provided for below. The Settlement Agreement calls for Defendant to provide benefits to Class Members up to a total of fourteen million dollars (\$14,000,000), plus certain additional product testing costs that may be incurred. This total includes the costs of notice and administration, certain product testing costs, and any attorneys’ fees, costs, and/or service awards that the Court may award. The Settlement Agreement was entered into after extensive litigation and arm’s length negotiation by experienced counsel for the parties, assisted by a neutral mediator. The Court finds that the settlement embodied in the Settlement

Agreement is sufficiently within the range of reasonableness so that notice of the settlement should be given as provided in this Order.

Preliminary Approval of Settlement Class

2. The Court preliminarily finds that the proposed Settlement Class, for the purpose of this settlement only, meets the applicable requirements of Fed. R. Civ. P. 23(a) and (b)(3), and hereby conditionally certifies the following Settlement Class for settlement purposes only:

All End Users of Chinese Laminate Flooring sold by Floor & Decor Outlets of America, Inc. between January 1, 2012 and August 1, 2015.

The Settlement Class includes the following subclasses:

1. Non-Testing Subclass: All End Users of Chinese Laminate Flooring sold by Floor & Decor Outlets of America, Inc. between January 1, 2012 and August 1, 2015 with one of the product SKUs listed on Exhibit A to the Settlement Agreement.
2. Testing Subclass: All End Users of Chinese Laminate Flooring sold by Floor and Decor Outlets of America, Inc. between January 1, 2012 and August 1, 2015 with one of the product SKUs listed on Exhibit B to the Settlement Agreement.

Excluded from the Settlement Class are: (1) persons who are employees, directors, officers, and agents of Defendant; (2) contractors who purchased the products listed in Exhibits A or B to the Settlement Agreement primarily for the purposes of resale; (3) persons or entities who purchased the products listed in Exhibits A or B to the Settlement Agreement primarily for purposes of resale; (4) persons who

timely and properly exclude themselves from the Settlement Class as provided in the Settlement Agreement; (5) any federal, state, or local governmental entity that would otherwise be a member of the Settlement Class; (6) anyone who has previously executed a release of all claims against Defendant related to the products listed in Exhibits A or B to the Settlement Agreement and would otherwise be a member of the Settlement Class; and (7) the Court, the Court's immediate family, and Court staff.

3. The Court preliminarily finds that the following Settlement Class Plaintiffs are adequate representatives of the Settlement Class for settlement purposes only: Bridget Smith, Rene Tan, Victor Castaneda, Krisada Lueamrung, Damon Lovett, and William Chalk.

4. If the Settlement Agreement is terminated or is not consummated for any reason, the certification of the Settlement Class shall be void, and Plaintiffs and Defendant shall be deemed to have reserved all of their rights to propose or oppose any and all certification issues.

5. The Court further preliminarily finds that the following attorneys fairly and adequately represent the interests of the Settlement Class and hereby appoints them as Class Counsel pursuant to Rule 23(g) for settlement purposes only as follows:

Daniel K. Bryson
WHITFIELD BRYSON & MASON, LLP
900 W. Morgan Street
Raleigh, North Carolina 27603

Alexander Robertson, IV
ROBERTSON & ASSOCIATES, LLP
32121 Lindero Canyon Road, Suite 200
Westlake Village, California 91361

Kenneth S. Canfield
DOFFERMYRE SHIELDS CANFIELD & KNOWLES, LLC
1355 Peachtree Street, Suite 1900
Atlanta, Georgia 30309-3238

Robert R. Ahdoot
AHDROOT & WOLFSON
1016 Palm Avenue
West Hollywood, California 90069

6. The Court preliminarily approves the allocation and distribution of settlement proceeds as described in the Settlement Agreement. The Defendant will transfer funds to an Escrow Account established pursuant to the Settlement Agreement, on the date and in the amount provided by the Settlement Agreement. Defendant will also pay the costs of notice and administration, product testing costs, and any attorneys' fees, litigation expenses, and/or service awards awarded by the Court, pursuant to the terms and conditions specified in the Settlement Agreement.

Approval of Notice Plan and Schedule

7. The Court has reviewed and hereby approves the Notice Plan designed by Garden City Group, LLC (the “Notice Plan”), attached as Exhibit E to the Settlement Agreement. The Court finds that the notice to be provided to the Settlement Class as set forth in the Notice Plan to be the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by and/or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23, 28 U.S.C. § 1715, and due process.

8. The Court appoints Garden City Group, LLC as the Settlement Administrator. Responsibilities of the Settlement Administrator include the following: (i) establishing a post office box and toll-free telephone number to be used by members of the Settlement Class to submit claims and requests for exclusion, and to obtain additional instructions and directions concerning these matters; (ii) establishing and maintaining a website for purposes of posting the notices, the complaint and other case pleadings, and related documents; (iii) disseminating the Notice of Class Settlement; (iv) accepting and maintaining documents sent from Settlement Class members, including claim forms, exclusion requests, objections, and other documents relating to claims administration; (v) determining the amount of benefits due to eligible Settlement Class members in

accordance with the terms and conditions of the Settlement Agreement; (vi) resolving any challenges, and associated documentation, to the benefits due to Settlement Class members; (vii) communicating with Class Counsel and Defendant's counsel concerning obtaining funding for expenses and distribution; (viii) administering claims submitted by members of the Settlement Class; and (iv) carrying out any other tasks assigned to the Settlement Administrator by the Settlement Agreement.

9. The Court hereby orders the Settlement Administrator to implement the notice events identified in the Motion and Notice Plan, using the forms attached as Exhibits to the Settlement Agreement, pursuant to the following schedule:

EVENT

DATE

Notice Plan to Begin

(no later than 10 days from the date of this Order)

End of Notice Plan

(42 days from the date of this Order)

*Post-Notice Declaration of Settlement
Administrator Attesting to its Compliance
with the Notice Plan to be Filed with the
Court*

(10 days before Final Fairness Hearing)

Objections to the Settlement

10. Any member of the Settlement Class who objects to the Settlement Agreement shall file a written objection with the Court, with a written copy delivered to Class Counsel and Defendant's counsel, pursuant to the schedule below.

EVENT

*Deadline to File, Postmark, and Send
Objections*

DATE

(30 days from End of Notice Plan)

11. The written objection must comply with the following requirements:
- (a) Objections must include: (i) the objector's name, address, and telephone number; (ii) the name of this Action and the case number; (iii) a statement of each objection; (iv) a valid Proof of Purchase of the Chinese Laminate Flooring or a valid Claim number; and (v) a written brief detailing the specific basis for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection.
 - (b) The objector must include with the objection a statement verifying under penalty of perjury that the objector is a member of the Settlement Class and provide all information required by the Claim Form.

(c) Any class member who files an objection must agree to make themselves available for a deposition by Class Counsel and Defendant's counsel between the time the objection is filed and a date no later than five days before the Final Fairness Hearing and the objection must include the dates when and locations where the objecting class member will be available to be deposed.

(d) If the objection is made through an attorney, the written objection must provide the attorney's name, address, email address, and telephone number and also include: (i) the identity and number of the Settlement Class Members represented by objector's attorney; (ii) the number of such represented Settlement Class Members who have opted out of the Settlement Class; and (iii) the number of such represented Settlement Class Members who have remained in the Settlement Class and have not objected. If the attorney intends to seek fees and expenses from anyone other than the objectors he or she represents, the attorney shall also file with the Court and serve upon Class Counsel and Defendant's counsel not later than fifteen days before the Final Fairness Hearing or as the Court may otherwise direct a document containing the following: (i) a description of the attorney's legal background and prior experience in connection with class action litigation, including the previous cases in which the attorney has represented an objector to a class action settlement; (ii) the amount of fees sought by the attorney for

representing the objector and the factual and legal justification for the fees being sought; (iii) a statement regarding whether the fees being sought were calculated on the basis of a lodestar, contingency, or other method; (iv) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; and (v) the attorney's hourly rate.

(e) Counsel for the Parties shall file any responses to the objections submitted by objecting Settlement Class Members at least fourteen days before the date of the Final Fairness Hearing.

Requests to Be Excluded from the Settlement

12. Any member of the Settlement Class who wishes to be excluded from the Settlement Class shall mail a written notice of exclusion to the Settlement Administrator, pursuant to the schedule below.

EVENT

Deadline to Postmark and Send Notice of Exclusion

DATE

(30 days from End of Notice Plan)

13. Any notice of exclusion shall include the following: (a) the name, address, and telephone number of the person or entity who wishes to be excluded from the settlement; (b) the name of the case (*Smith et al. v. Floor and Decor Outlets of America, Inc.*, Case No. 1:15-cv-04316-ELR); (c) a statement that the

person or entity wishes to be excluded from the settlement; and (d) the authorized signature of the person or entity who wishes to be excluded from the settlement.

14. Settlement Class members requesting exclusion are requested (but are not required) to identify the number of square feet of Chinese-made laminate flooring purchased from Defendant.

15. Any member of the Settlement Class who submits a timely request for exclusion that complies with the requirements set forth in this Order shall not be bound by the settlement, Settlement Agreement, or Final Order and Judgment. Upon receipt, the Settlement Administrator shall promptly provide copies of each notice of exclusion to Class Counsel and Defendant's counsel.

16. Any member of the Settlement Class who does not properly and timely mail a notice of exclusion as set forth herein shall be included in the Settlement Class and shall be bound by the terms of the settlement, Settlement Agreement, and Final Order and Judgment, whether or not such member of the Settlement Class shall have otherwise objected to the settlement or sought exclusion, and whether or not such member submits a claim or participates in the settlement.

17. Any member of the Settlement Class who submits a notice of exclusion that complies with the requirements of this Order and also objects to the

settlement shall be deemed to have excluded himself or herself from the Settlement Class and his or her objections shall not be considered by the Court.

Filing and Administration of Claim Forms

18. To effectuate the settlement and the provisions of the Notice Plan, the Settlement Administrator shall be responsible for the receipt of all notices of exclusion and claim forms. The Settlement Administrator shall preserve (on paper or transferred into electronic format) all notices of exclusion, claim forms, and any and all other written communications from members of the Settlement Class in response to the notices for a period of five (5) years, or pursuant to further order of the Court. All written communications received by the Settlement Administrator from members of the Settlement Class relating to the Settlement Agreement shall be available at all reasonable times for inspection and copying by Class Counsel and Defendant's counsel, until benefits are mailed to each Settlement Class Member entitled to receive them pursuant to the terms and conditions of the Settlement Agreement.

19. To participate in the settlement, each member of the Settlement Class shall take the following actions and be subject to the following requirements:

- a. A Non-Testing Subclass Member who wishes to receive benefits from the Settlement must timely mail or electronically submit a properly

executed claim form in the form attached as Exhibit C to the Settlement Agreement (“Claim Form”) to the Settlement Administrator at the address indicated in the notice. A Testing Subclass Member who wishes to receive benefits from the Settlement must timely mail or electronically submit a properly executed Claim Form and send a flooring sample as directed by the Settlement Administrator. Each Claim Form must satisfy the following conditions: (i) the Claim Form must be properly completed in accordance with the instructions thereon and submitted in a timely manner in accordance with subparagraph (a) of this paragraph; (ii) the Claim Form must be signed (either in writing or electronically) under penalty of perjury; (iii) if the person executing the Claim Form is acting in a representative capacity, certification of such person’s authority to act on behalf of the claimant must be included with the Claim Form; and (iv) the Claim Form must be complete and contain no material deletions or modifications of the printed matter contained therein;

- b. Each Claim Form shall be accompanied by a valid Proof of Purchase or Claim Number as defined in the Settlement Agreement. Each

Settlement Class member shall be required to certify the total number of square feet of flooring purchased and/or used during the Class Period.

- c. Each Claim Form shall be submitted to and reviewed by the Settlement Administrator, who shall make a determination about which claims should be allowed in whole or in part.
- d. The Settlement Administrator will notify each member of the Settlement Class that filed a Claim Form that is disallowed in whole or in part.
- e. There shall only be one claim per flooring installed at a specified property. Only the current owner of the property in which the flooring is or was installed may submit a claim.
- f. All members of the Settlement Class who do not submit timely Claim Forms, or submit Claim Forms that are disallowed and not cured, shall be barred from participating in the Settlement (except to the extent that a Claim Form may be partially allowed) but otherwise shall be bound by all of the terms of the Settlement Agreement; and
- g. Each member of the Settlement Class who submits a Claim Form shall thereby expressly submit to the jurisdiction of the Court with

respect to the claims submitted and shall (subject to final approval of the Settlement) be bound by all the terms and provisions of the Settlement Agreement.

20. Any member of the Settlement Class who wishes to submit a Claim Form shall do so in accordance with the procedures set forth in this order pursuant to the following schedule:

EVENT

DATE

Deadline to Postmark and Send Claim Form

(180 days from the date of this Order)

21. Any information received by the Settlement Administrator in connection with this Settlement that pertains to a particular member of the Settlement Class, or information submitted in conjunction with a notice of exclusion (other than the identity of the entity requesting exclusion), shall not be disclosed to any other person or entity other than Class Counsel, Defendant's counsel, and the Court, or as otherwise provided in the Settlement Agreement.

Final Fairness Hearing

22. A hearing on final settlement approval (the "Final Fairness Hearing") shall be held before this Court, at the United States District Court for the Northern District of Georgia, 1788 Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303, on the date set forth

below, to consider matters relating to the settlement, including the following: (a) whether the Settlement Class should be finally certified, for settlement purposes only; (b) the fairness, reasonableness and adequacy of the settlement, the terms of the Settlement Agreement, the dismissal with prejudice of the Litigation as to Defendant, and the entry of final judgment; (c) whether Class Counsel's application for attorneys' fees, expenses, and incentive awards for the Settlement Class Representatives (the "Fee Petition"), and their fees and other costs should be granted; and (d) whether to approve the proposed plan of allocation and distribution of the settlement proceeds.

23. The Court orders Class Counsel to file with the Court any memoranda or other materials in support of final approval of the Settlement and any Fee Petition pursuant to the schedule set forth below.

24. Any member of the Settlement Class that has not filed a notice of exclusion in the manner set forth above may appear at the Final Fairness Hearing in person or by counsel and may be heard, to the extent allowed by the Court, either in support of or in opposition to the fairness, reasonableness and adequacy of the proposed settlement or the other matters to be considered. However, no person shall be heard, and no papers, briefs or other submissions will be considered by the Court, unless such person has filed with the Court and served upon Class Counsel

and Defendant's counsel a Notice of Intent to Appear pursuant to the schedule set forth below. The Notice of Intent to Appear must (a) state how much time the Class Member anticipates needing to present the objection; (b) identify, by name, address, telephone number all witnesses the Class Member proposes to have testify; (c) summarize the anticipated testimony of all such witnesses; (d) identify all papers, exhibits, or other submissions the Class Member intends to offer; and (e) attach complete copies of all such papers, exhibits, and submissions.

25. Any Settlement Class member may retain an attorney at his or her own expense to appear in the action. Such attorney shall file with the Court and serve a Notice of Appearance on Class Counsel and Defendant's counsel pursuant to the schedule set forth below.

26. The date and time of the Final Fairness Hearing and related filings as identified herein shall be as follows:

EVENT

DATE

Deadline for Notices of Intent to Appear

(30 days before Final Fairness Hearing)

Motions for Final Approval, Attorneys' Fees and Expenses, and Service Awards to be Filed by Class Counsel

(45 days before Final Fairness Hearing)

Responses to Motions for Final Approval, Attorneys' Fees and Expenses, and Incentive Awards Due

(25 days before Final Fairness Hearing)

Replies in Support of Motions for Final Approval, Attorneys' Fees and Expenses, and Incentive Awards Due

(15 days before Final Fairness Hearing)

Final Fairness Hearing to be Held

(no earlier than 100 days and no later than 140 days from the date of this Order)

27. The date and time of the Final Fairness Hearing shall be set forth in the notice to be disseminated pursuant to this order and Summary Notice, but shall be subject to adjournment by the Court without further notice other than that which may be posted at the Court, on the Court's website, and/or the website to be established pursuant to the Notice Plan.

28. Upon Final Approval, each and every term and provision of the Settlement Agreement (except as may be modified by the Final Approval Order) shall be deemed incorporated into the Final Order and Judgment as if expressly set forth therein and shall have the full force and effect of an Order of the Court.

Service of Objections, Notices of Intent to Appear and Other Documents

29. When this Order directs that papers, briefs, objections, notices and other documents be served upon Class Counsel and Defendant's counsel, service shall be made to the attorneys listed below by United States Mail, first class, addressed as follows:

Class Counsel

Daniel K. Bryson
WHITFIELD BRYSON & MASON, LLP
900 W. Morgan Street
Raleigh, North Carolina 27603

Alexander Robertson, IV
ROBERTSON & ASSOCIATES, LLP
32121 Lindero Canyon Road, Suite 200
Westlake Village, California 91361

Kenneth S. Canfield
DOFFERMYRE SHIELDS CANFIELD & KNOWLES, LLC
1355 Peachtree Street, Suite 1900
Atlanta, Georgia 30309-3238

Robert R. Ahdoot
AHDROOT & WOLFSON
1016 Palm Avenue
West Hollywood, California 90069

Defendant's Counsel

Stephen B. Devereaux
KING & SPALDING LLP
1180 Peachtree Street
Atlanta, Georgia 30309

Status of Litigation and Settlement

30. All discovery and other pretrial proceedings in this action are stayed and suspended, pending the Effective Date of the Class Settlement (“Final Approval”), except for such proceedings as are provided for in the Settlement

Agreement, or which may be necessary to implement the terms of the settlement, Settlement Agreement, or this Order. Pending Final Approval, no Class member, either directly, representatively, or in any other capacity (other than a Class member who validly and timely elects to be excluded from the Class), shall commence, continue or prosecute against any or all Released Parties any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released upon Final Approval pursuant to the Settlement Agreement, and are hereby enjoined from so proceeding.

31. Upon Final Approval, all Settlement Class members who do not file a timely notice of exclusion shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Settlement Agreement, and any such Settlement Class Member shall be deemed to have forever released the Released Parties from any and all such matters, claims and causes of action as provided for in the Settlement Agreement.

32. In the event the Settlement is terminated in accordance with the provisions of the Settlement Agreement, the settlement and all proceedings had in connection therewith shall be null and void, except insofar as expressly provided in the Settlement Agreement, and without prejudice to the *status quo ante* rights of Settlement Class Plaintiffs or Defendant.

33. Neither this Order nor the Settlement Agreement shall constitute any evidence or admission of liability by any Defendant, or an admission regarding the propriety of any certification of any particular class for purposes of litigation, nor shall they be offered in evidence in this or any other proceeding except to consummate or enforce the Settlement Agreement or the terms of this Order, or by any Released Party in connection with any action asserting Released Claims.

SO ORDERED this ____ day of _____, 2016.

HON. ELEANOR L. ROSS
UNITED STATES DISTRICT JUDGE

EXHIBIT H

If you own Chinese-made laminate flooring sold by Floor & Decor between January 1, 2012 and August 1, 2015, you may qualify to receive benefits from a class action settlement

You may be part of a Class Action Settlement in which up to \$14 Million has been proposed to resolve a lawsuit against Floor & Decor Outlets of America, Inc. (“FD”). The lawsuit claims that FD mislabeled Chinese-made laminate flooring, sold between January 1, 2012 and August 1, 2015, as complying with California regulations limiting formaldehyde emissions. FD denies those allegations and stands by the safety of its products.

What Does The Settlement Provide?

If the flooring product you purchased came from one of three Chinese manufacturers, you may be entitled at your option, to either \$1.50 in cash or \$3.00 in store credit for each square foot of flooring you own. If your product is not from one of these manufacturers, you may submit a sample for testing free of charge. If formaldehyde emissions from the sample exceed 0.084 parts per million, you may receive the benefits described above. You can determine whether you qualify for the benefits without testing by visiting www.FDSettlement.com or by submitting a Claim Form.

How To Obtain Benefits

To participate, you must submit a valid claim form available at www.FDSettlement.com, by calling 1-888-339-3891, or by writing to: Smith v. FD, c/o GCG, PO Box 10309, Dublin, OH 43017-5909. Claim forms can be submitted electronically on the website or by first-class mail. Instructions for submitting test samples, if needed, will be provided once you submit your claim. To exclude yourself, you must write to the above address by Month DD, 20YY. To object, you must file an objection with the Court by Month DD, 20YY. For complete instructions on how to exclude yourself or object, visit www.FDSettlement.com. If you do nothing, you will get no benefits and won’t be able to sue FD in the future.

Who Represents Me?

The Court has appointed counsel to represent you. If you want your own lawyer, you may hire one at your expense.

When Will The Court Decide?

The Court will hold a hearing on Month DD, 20YY at X:XX x.m. to consider whether to approve the settlement, award fees and costs to class counsel of \$4,666,666.67, and pay service awards. You may appear at the hearing, but don’t have to.

How Do I Get More Information?

You can get more details at www.FDSettlement.com, by calling 1-888-339-3891, or by writing to Smith v. FD, GCG, P.O. Box 10309, Dublin, OH 43017-5909.

EXHIBIT I

MECHANICAL SPECIFICATIONS	
File Name: FLR Master Draft.indd	Body Copy Font Size/Leading: 7.9/8.9
Publication: Time	Total Word Count: 426
Ad Unit: 2" x 10"	Create Date/Time: 8/12/16 @ 12:04 PM PT
Headline Font: Calibri	Operator: BS
Headline Font Size/Leading: 10.5/11.5	Last Edit Time: 9/1/16 @ 1:44 PM PT
Body Copy: Times LT Std	Operator: KS

If you own Chinese-made laminate flooring sold by Floor & Decor between January 1, 2012 and August 1, 2015, you may qualify to receive benefits from a class action settlement

You may be part of a Class Action Settlement in which up to \$14 Million has been proposed to resolve a lawsuit against Floor & Decor Outlets of America, Inc. ("FD"). The lawsuit claims that FD mislabeled Chinese-made laminate flooring, sold between January 1, 2012 and August 1, 2015, as complying with California regulations limiting formaldehyde emissions. FD denies those allegations and stands by the safety of its products.

What Does The Settlement Provide?

If the flooring product you purchased came from one of three Chinese manufacturers, you may be entitled at your option, to either \$1.50 in cash or \$3.00 in store credit for each square foot of flooring you own. If your product is not from one of these manufacturers, you may submit a sample for testing free of charge. If formaldehyde emissions from the sample exceed 0.084 parts per million, you may receive the benefits described above. You can determine whether you qualify for the benefits without testing by visiting www.FDSettlement.com or by submitting a Claim Form.

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To exclude yourself, you must write to the above address by **Month DD, 20YY**. To object, you must file an objection with the Court by **Month DD, 20YY**. For complete instructions on how to exclude yourself or object, visit www.FDSettlement.com.

If you do nothing, you will get no benefits and won't be able to sue FD in the future.

Who Represents Me?

The Court has appointed counsel to represent you. If you want your own lawyer, you may hire one at your expense.

When Will The Court Decide?

The Court will hold a hearing on Month DD, 20YY at X:XX x.m. to consider whether to approve the settlement, award fees and costs to class counsel of \$4,666,666.67, and pay service awards. You may appear at the hearing, but don't have to.

How Do I Get More Information?

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1-888-339-3891

www.FDSettlement.com

EXHIBIT J

**If you own Chinese-made
laminate flooring sold by
Floor & Decor between
January 1, 2012 and
August 1, 2015, you may
qualify for benefits from a
class action settlement**

**If you own Chinese-made laminate flooring sold by Floor & Decor
between January 1, 2012 and August 1, 2015, you may qualify for
benefits from a class action settlement**

Prepared by GCG

EXHIBIT K

From: Do-Not-Reply@tgcginc.com
Sent:
To:
Subject: Smith v. FD - Notice of Class Action Settlement

If you own Chinese-made laminate flooring sold by Floor & Decor between January 1, 2012 and August 1, 2015, you may qualify to receive benefits from a class action settlement

For more information, visit www.FDSettlement.com or call (888)-339-3891

YOUR CLAIM NUMBER IS: 99999999

If you are receiving this notice, then you may be part of a Class Action Settlement in which up to \$14 million has been proposed to resolve a lawsuit against Floor & Decor Outlets of America, Inc. ("FD"). The lawsuit claims that FD mislabeled Chinese-made laminate flooring, sold between January 1, 2012 and August 1, 2015, as complying with California regulations limiting formaldehyde emissions. FD denies those allegations and stands by the safety of its products.

By submitting a claim form using the claim number provided in this Notice, you may be entitled to your option of either \$1.50 in cash or \$3.00 in store credit for each square foot of Chinese made laminate flooring you purchased from FD.

Submit a Claim Form to obtain benefits

To participate and get your option of cash or store credit, you must submit a valid claim form using the Claim Number provided to you in this notice. Claim forms are available at www.FDSettlement.com, by calling (888) 339-3891, or by writing to: Smith v. FD, GCG, PO Box 10309, Dublin OH 43017-5909. Claim forms can be submitted electronically on the website or by first class mail. More information, including a more detailed notice, is available at www.FDSettlement.com.

To exclude yourself, you must write to the above address **by Month DD, 20YY**. To object, you must file an objection with the Court by **Month DD, 20YY**. For complete instructions on how to exclude yourself or object, visit www.FDSettlement.com.

If you do nothing, you will get no benefits and won't be able to sue FD in the future.

Who represents me?

The Court has appointed counsel to represent you. If you want your own lawyer, you may hire one at your expense.

When will the Court decide?

The Court will hold a hearing on Month DD, 20YY at X:XX x.m. to consider whether to approve the settlement, award fees and costs to class counsel of \$4,666,666.67, and pay service awards. You may appear at the hearing, but don't have to.

How do I get more information?

You can get more details at www.FDSettlement.com, by calling (888) 339-3891, or by writing to Smith v. FD, GCG, P.O. Box 10309, Dublin, OH 43017-5909

If you wish to UNSUBSCRIBE from future email messages relating to this Settlement, please click on this [link](#).

EXHIBIT L

Smith v. FD

c/o GCG

P.O. Box 10309

Dublin, OH 43017-5909



goo.gl/wjAfp4

Forwarding Service Requested

**YOU MAY BE ENTITLED TO BENEFITS
FROM A CLASS ACTION SETTLEMENT**

YOUR CLAIM NUMBER IS: 1234567890

1234567890



Claimant ID: MMMMM011111111

Control No: 1234567890

JANE CLAIMANT

123 4TH AVE

APT 5

SEATTLE, WA 67890

If you own Chinese-made laminate flooring sold by Floor & Decor between January 1, 2012 and August 1, 2015, you may qualify to receive benefits from a class action settlement

For more information, visit www.FDSettlement.com or call (888) 339-3891

YOUR CLAIM NUMBER IS: 1234567890

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What Benefits Does The Settlement Provide?

You may be entitled to your option of either \$1.50 in cash or \$3.00 in store credit for each square foot of flooring you own, provided that you submit a flooring sample for free testing. If formaldehyde emissions from the sample you provide for testing exceed 0.084 parts per million, then you may receive the benefits described above.

Submit a Claim Form To Obtain Benefits

To participate and start this process, you must submit a valid claim form using the Claim Number provided to you in this notice. Claim forms are available at www.FDSettlement.com, by calling (888) 339-3891, or by writing to: Smith v. FD, GCG, PO Box 10309, Dublin OH 43017-5909. Claim forms can be submitted electronically on the website or by first class mail.

Instructions for submitting flooring samples will be provided once you submit your claim.

To exclude yourself, you must write to the above address by **Month DD, 20YY**. To object, you must file an objection with the Court by **Month DD, 20YY**. For complete instructions on how to exclude yourself or object, visit www.FDSettlement.com.

If you do nothing, you will get no benefits and won't be able to sue FD in the future.

Who represents me?

The Court has appointed counsel to represent you. If you want your own lawyer, you may hire one at your expense.

When Will The Court Decide?

The Court will hold a hearing on Month DD, 20YY at X:XX x.m. to consider whether to approve the settlement, award fees and costs to class counsel of \$4,666,666.67, and pay service awards. You may appear at the hearing, but don't have to.

How Do I Get More Information?

You can get more details at www.FDSettlement.com, by calling (888) 339-3891, or by writing to Smith v. FD, GCG, P.O. Box 10309, Dublin, OH 43017-5909

EXHIBIT M

From: Do-Not-Reply@tgcginc.com
Sent:
To:
Subject: Smith v. FD - Notice of Class Action Settlement

If you own Chinese-made laminate flooring sold by Floor & Decor between January 1, 2012 and August 1, 2015, you may qualify to receive benefits from a class action settlement

For more information, visit www.FDSettlement.com or call (888)-339-3891

YOUR CLAIM NUMBER IS: 99999999

If you are receiving this notice, then you may be part of a Class Action Settlement in which up to \$14 million has been proposed to resolve a lawsuit against Floor & Decor Outlets of America, Inc. ("FD"). The lawsuit claims that FD mislabeled Chinese-made laminate flooring, sold between January 1, 2012 and August 1, 2015, as complying with California regulations limiting formaldehyde emissions. FD denies those allegations and stands by the safety of its products.

What benefits does the settlement provide?

You may be entitled to your option of either \$1.50 in cash or \$3.00 in store credit for each square foot of flooring you own, provided that you submit a flooring sample for free testing. If formaldehyde emissions from the sample you provide for testing exceed 0.084 parts per million, then you may receive the benefits described above.

Submit a Claim Form to obtain benefits

To participate and start this process, you must submit a valid claim form using the Claim Number provided to you in this notice. Claim forms are available at www.FDSettlement.com, by calling (888) 339-3891, or by writing to: Smith v. FD, GCG, PO Box 10309, Dublin OH 43017-5909. Claim forms can be submitted electronically on the website or by first class mail.

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If you wish to UNSUBSCRIBE from future email messages relating to this Settlement, please click on this [link](#).