

Editor's Note: In the interest of full transparency and fairness, below find a compilation of FieldTurf's on-the-record responses to questions posed as part of our investigation. These responses were part of an ongoing reporting process and some required follow-up discussion. Therefore, information in some sections may not match final information included in the story.

FROM SEPT. 26, 2016:

Statement attributable to Eric Daliere, CEO and President of Tarkett Sports:

FieldTurf is dedicated to delivering high-quality products, satisfying our customers, and honoring our warranties. This is critical to the success of our company and it is what I stand for as CEO and President.

In the fall of 2009, I became aware that FieldTurf was starting to receive more warranty claims related to field and fiber performance than had been experienced previously. The overall claims incidence, however, remained low and the claims received concerned several different types of sports fields and fiber technologies.

At that time, I made it a priority to understand the root causes behind the increase in claims in the different products and fiber types, including Duraspine. The goal was simple – to improve FieldTurf's products and build on a legacy of satisfied customers.

As part of these investigations, after more than a year of work and extensive technical analyses, we came to understand that the Duraspine fiber was prone to premature fiber breakdown in certain high UV conditions and in certain fiber colors. We were surprised by this finding based on the repeated assurances we received from our fiber supplier and the internal testing done at the time Duraspine was launched. As detailed in our lawsuit against TenCate, we alleged that a bait and switch was executed and the Duraspine product was changed before the product went to market without FieldTurf being told.

Because of the alleged bait and switch, the Duraspine fiber did not deliver the expected very high level of durability shown in initial testing. FieldTurf, unaware what had taken place, came to appreciate that the Duraspine fiber was not performing at levels initially anticipated, however we continued to believe it was among the very best fibers on the market. And up until shortly before the lawsuit against TenCate was filed, FieldTurf remained confident it would meet customer expectations and last the promised warranty period in all environments.

As of today, only approximately 8% of Duraspine fields installed worldwide have been replaced or been scheduled to be replaced in relation to warranty claims. Those Duraspine fields that have been subject to claims have been heavily concentrated in high UV regions and have utilized certain colors. In most UV environments across the

U.S. and around the world, the Duraspine fiber has performed well and delivered expected levels of performance.

That said, the Duraspine UV stabilization issue has been a frustrating and disappointing experience for impacted customers as well as for FieldTurf employees. Through it all over the last six years, I believe FieldTurf has been forthcoming with our customers given our evolving understanding of the problem and the constraints of litigation. Most importantly, we have and will continue to work closely with our customers to address their concerns and will honor our warranties and commitments.

ADDITIONAL Q&A RESPONSES FROM SEPT. 26, 2016 (UPDATED DEC. 2, 2016):

The Issue

- FieldTurf has always been dedicated to serving our customers, honoring our warranties, and the quality of our products.
- It's important to note that this is not and never has been an issue that impacted safety or athlete performance – only how the fields looked.
- It is also an issue that has not impacted the significant majority of fields with the Duraspine fiber – to date only approximately eight percent of all fields with the Duraspine fiber have been replaced or been scheduled to be replaced in relation to warranty claims.

What Happened

- The Duraspine fiber had been represented to FieldTurf as a major leap forward by our former fiber supplier, Mattex, which was later acquired by TenCate. This was backed up by our own rigorous testing.
- What we did not know at the time is that, as laid out in our litigation, we believe Mattex changed the product after they secured our contract and before it went to market without telling us – in the litigation we called it a “bait and switch.”
- In the years after the launch of Duraspine, it began to emerge that Duraspine fields were not performing to the very high level that we had hoped for or had been represented by the fiber supplier. However, the evidence at this time suggested the product was still better in key ways than the alternatives on the market, would live up to our warranties, and would satisfy customer expectations. In more than 90 percent of cases to-date, this has indeed been the case.
- What was not clear at the time was that there was any issue related to high levels of UV exposure and certain fiber colors.
- By late 2009, the number of complaints and claims led to a new level of concern, which is when we initiated our own scientific analysis and examinations in order to decide on a course of action.
 - That said, it was not a quick or obvious process to understand the issue. Artificial turf fields are similar to running shoes, tires, or other products that

show wear and tear based on how they are used and the environment they are used in. Like the sole of a shoe, some amount of wear and tear is normal over time, and an artificial turf field has a finite life – so there were many factors to look at.

- By March of 2011, based on the findings of our analyses, we believed the issue warranted bringing litigation against TenCate, which is what we did.

The Response

- Since then, we have worked closely with our customers to resolve any issues related to Duraspine when they have arisen, and almost all of those customers have been satisfied with FieldTurf's handling of the Duraspine claims.
- FieldTurf has an eight-year warranty on its fields, and it has been at all times committed to ensuring that all fields make it through their warranty periods – this has included replacing fields when warranted.
- FieldTurf has been forthcoming as possible with our customers when dealing with issues associated with Duraspine, given our evolving understanding of the issue and the constraints imposed by litigation with our former fiber supplier and certain customers.

Questions and Answers

1. **Q: How many claims on Duraspine fields have been filed as of the date of this letter?**
 - FieldTurf has worked closely with our customers to resolve issues related to Duraspine when they have arisen, and almost all of those customers have been satisfied with FieldTurf's handling of the Duraspine claims.
 - There are currently seven pending lawsuits against FieldTurf related to problems with Duraspine fields.
 - In these seven cases, the customers are seeking money, as opposed to a replacement field – even though a new field is what FieldTurf is obligated to provide under the warranty.
 - The same handful of law firms represent these customers across the country, and FieldTurf believes these law firms are driving these cases.
 - In fact, one of these law firms recently filed a lawsuit against a FieldTurf competitor, which contains virtually identical allegations as in the cases brought against FieldTurf. A copy of this complaint is attached in email.
2. **Q: How many claims, if any, have come from customers in New Jersey?**
 - No lawsuits have been filed by New Jersey customers.
3. **Q: How many free replacements have been done under warranty as a result of the defect?**

- To date, approximately 97 customers have opted for the free replacement option.
4. **Q: How many discounted upgrades to Revolution have been done as a result of the defect?**
- To date, approximately 151 customers have opted for the upgrade option.
5. **Q: Of #3 and #4, how many in New Jersey?**
- To date, 0 customers in New Jersey have opted for the free replacement option and only 1 customer has opted for the upgrade option.
 - Although our fiber supplier was notified of a potential fiber-related claim by this one New Jersey customer, the field was replaced primarily due to issues with the installation and base construction, not due to fiber performance.
6. **Q: How much revenue did the 1,700 Duraspine fields (2005-2012) generate for FT?**
- As a division of a public company, FieldTurf cannot provide this type of proprietary financial information.
7. **Q: Why did FT never stop selling Duraspine fiber when most of it was defective?**
- FieldTurf no longer sells Duraspine as a product and began phasing it out in 2010.
 - This was not an issue that impacted the significant majority of fields with the Duraspine fiber, and predominantly has been focused on high-UV environments and certain color fibers. It is not true that “most” of it was defective.
 - The vast majority of Duraspine fields – roughly 90 percent – have performed or are performing at a level meeting or exceeding customer expectations.
 - It’s important to note that this is not and never has been an issue that impacted safety or athlete performance – only how the fields looked.
 - It has always been our practice that if a field experiences premature wear/fiber breakdown that we would replace it and we stand behind our warranties.
8. **Q: Why did FT never stop selling Duraspine fiber or change marketing when executives knew it was not performing as expected or as promised to customers?**
- FieldTurf no longer sells Duraspine as a product and began phasing it out in 2010.
 - This was not an issue that impacted the significant majority of fields with the Duraspine fiber, and predominantly has been focused on high-UV environments or certain color fibers – to date only approximately eight

percent of all fields with the Duraspine fiber have been replaced or been scheduled to be replaced in relation to warranty claims.

- In the years after the launch of Duraspine it began to emerge that Duraspine fields were not performing to the very high level that we had hoped for or had been represented by the fiber supplier. However, the evidence at this time suggested the product was still better in key ways than the alternatives on the market, would live up to our warranties, and would satisfy customer expectations.
- The marketing reflected our understanding of the product's unique characteristics in terms of how its durability and resilience compared to other fibers in the market at the time.

9. Q: Will FT apologize for not being upfront with customers about Duraspine's shortcomings as they became readily apparent to executives in 2006, 2007 and 2008?

- In the years after the launch of Duraspine it began to emerge that Duraspine fields were not performing to the very high level that we had hoped for or had been represented by the fiber supplier. However, the evidence at this time suggested the product was still better in key ways than the alternatives on the market, would live up to our warranties, and would satisfy customer expectations. What was not clear at the time was that there was any issue related to high levels of UV exposure and certain fiber colors.
- As noted, we received comprehensive test results from Mattex which showed that in UV testing Duraspine performed 2.5 times better than the industry standard, and FieldTurf's own testing supported that conclusion. Based on this information and FieldTurf's own testing, FieldTurf reasonably believed that the product would perform well in all environments.
- In the years following the launch we began to be aware of isolated problems with particular Duraspine fields, which we addressed with the affected customers. At that time, these problems appeared to be no more serious or frequent than the typical issues we had seen with previous fiber products. Internal customer service data shows that over the period of 2003 through late-2009, premature fiber wear generally affected only between one and four percent of installed square feet of turf. Furthermore, there was no correlation between the type of fiber and the prevalence of wear claims. Therefore, there was no reason to think that Duraspine performance was meaningfully inferior to that of the previous generation of fibers.
- We have been as forthcoming as possible with our customers when dealing with issues associated with Duraspine, given our evolving understanding of the issue and the constraints imposed by litigation with our former fiber supplier and certain customers.

10. Q: How does FT respond to allegation that it deceived customers by selling a product it knew to be not performing as expected, or to marketing, and failing prematurely?

- We reject this claim. In the years after the launch of Duraspine, it began to emerge that Duraspine fields were not performing to the very high level that we had hoped for or had been represented by the fiber supplier. However, the evidence at this time suggested the product was still better in key ways than the alternatives on the market, would live up to our warranties, and would satisfy customer expectations. In more than 90 percent of cases to-date, this has indeed been the case.
- What was not clear at the time was that there was any issue related to high levels of UV exposure and certain fiber colors.
- We responded to this situation by (1) working with our customers to address issues that they might have with their Duraspine fields; (2) conducting a scientific investigation into issues with Duraspine; (3) developing our own high-quality fiber; and (4) undertaking litigation against our former fiber supplier.
- FieldTurf has replaced the fields where premature or excessive wear has occurred and will continue to do so.

11. Q: How does FT respond to allegation that it defrauded customers by selling a product it knew to be not performing as expected, or to marketing, and failing prematurely?

- We reject these allegations as completely false. As set forth in our publicly filed complaint in the TenCate litigation, FieldTurf believes it was the victim of a fraud because we received a product that did not have the same properties as was indicated by the outstanding test results that Mattex provided to us.
- To address the three components of this question:
 - **Expectations:** In the years after the launch of Duraspine, it began to emerge that Duraspine fields were not performing to the high level that we had hoped for or had been represented by the fiber supplier. However, the evidence at this time suggested the product was still better in key ways than the alternatives on the market, would live up to our warranties, and would satisfy customer expectations. In more than 90 percent of cases to-date, this has indeed been the case.
 - What was not clear at the time was that there was any issue related to high levels of UV exposure and certain fiber colors.
 - **Marketing:** The marketing reflected our understanding of the product's unique characteristics in terms of how its durability and resilience compared to other fibers in the market at the time.

- **Failing prematurely:** In the years following the launch we began to be aware of isolated problems with particular Duraspine fields, which we addressed with the affected customers. At that time, these problems appeared to be no more serious or frequent than the typical issues we had seen with previous fiber products and in most instances were unrelated to UV stability.
- Overall we have responded to this situation by (1) working with our customers to address issues that they might have with their Duraspine fields; (2) conducting a scientific investigation into issues with Duraspine; (3) developing our own high-quality fiber; and (4) undertaking litigation against our former fiber supplier.
- FieldTurf has replaced fields where premature or excessive wear has occurred and will continue to do so.

12. Q: Why has FT never told every Duraspine customer of the defect and how to identify it?

- This was not something we have hid from or tried to keep quiet – we have always been dedicated to our customers and working with those who were affected as we would in any case where a field had an issue.
- We did not specifically contact every Duraspine customer because it is not an issue that impacted every Duraspine field. To date only approximately eight percent of all fields with the Duraspine fiber have been replaced or been scheduled to be replaced in relation to warranty claims.
- We are also actively engaged with potentially impacted customer where we believe premature wear may occur due to high UV radiation levels.
- We knew this was not a safety or athlete performance issue – our response and subsequent process would have been different if it was.
- We have always been dedicated to standing behind our warranties and almost all impacted customers have been satisfied with FieldTurf's handling of the Duraspine claims.

13. Q: How does FT respond to taxpayers across the country who paid hundreds of millions of dollars for Duraspine but who were never told they received a defective product?

- We have worked closely with our customers to resolve this issue when it has arisen and have always been dedicated to honoring our warranties and remediating any affected fields where appropriate - at no additional cost to customers.
- The Duraspine issue in the vast majority of cases only impacts customers in high-UV environments or with certain colors – it is not a problem that impacts the majority of customers.

14. Q: Why did FT never issue a recall or alert all of its Duraspine customers to the defect, especially when most Duraspine fiber was purchased by public entities?

- FieldTurf has worked closely with our customers to resolve issues related to Duraspine when they have arisen, and almost all of those customers have been satisfied with FieldTurf's handling of the Duraspine claims.
- To date, only approximately eight percent of all fields with the Duraspine fiber have been replaced or are scheduled to be replaced in relation to warranty claims.
- If this were a safety issue, athlete performance issue, or impacted the majority of Duraspine fields, our response would have been different.

15. Q: Why did FT continue installing Duraspine fields after Laura Braga raised concern about the fiber's durability in 2006 in reference to South American fields?

- At one point, Ms. Braga stated in emails that a handful of soccer fields were experiencing fiber wear apparently due to very heavy use (i.e., shoes hitting the fibers over and over). These fields were small, 5-a-side soccer fields. She brought this matter to the attention of our fiber supplier, which stated they would look into the issue. Her observation did not suggest that Duraspine had poor UV stability, or that it would fail in normal use conditions on United States fields.

16. Q: Why did FT continue installing Duraspine fields after John Gilman raised concern about the fiber's durability in 2006 with Jeroen van Balen?

- We believe that while Gilman may have believed the product was not the major technological leap forward he had hoped and was told it would be, he still believed that it was better in key ways than the alternatives on the market, would live up to our warranties, and would satisfy customer expectations.
- For context, we have no record that the communication referred to by this question was ever sent and we believe it was drafted in preparation for a price negotiation with the fiber supplier.

17. Q: Why did FT continue installing Duraspine fields after Ken Gilman raised concerns stemming from the 2007 field trip to New Jersey?

- Mr. Gilman is the son of John Gilman, and is a former stockbroker with no technical knowledge or training related to artificial turf fiber.
- We believe that while Gilman may have believed the product was not the major technological leap forward he hoped it would be and was told it would be, he was still better in key ways than the alternatives on the market, would live up to our warranties, and would satisfy customer expectations. For

example, in the document referred to by this question, Gilman states that the fiber “probably will not last that much longer than a high quality slit-film yarn,” when slit-film fiber was known to last at least eight years.

18. Why did FT continue installing Duraspine fields after Ken Gilman raised concerns in 2007 and 2008 with David Moszkowski and Joe Fields?

- In the years after the launch of Duraspine, it began to emerge that Duraspine fields were not performing to the high level that we had hoped for or had been represented by the fiber supplier. However, the evidence at this time suggested the product was still better in key ways than the alternatives on the market, would live up to our warranties, and would satisfy customer expectations. In more than 90 percent of cases to-date, this has indeed been the case.
- What was not clear at the time was that there was any issue related to high levels of UV exposure and certain fiber colors.
- We were aware during this period of isolated problems with particular Duraspine fields, which we addressed with the affected customers. At that time, these problems appeared to be no more serious or frequent than the typical issues we had seen with other fiber products.

19. Why was Ken Gilman fired in 2008?

- The CEO that terminated Mr. Gilman is no longer with FieldTurf and the company is unaware of the precise reason that he was let go. However, other employees were terminated at around the same time as Mr. Gilman, and it may have been because the then CEO was building his own executive team.
- To our knowledge, there was no connection in any way to the Duraspine issue.

20. Q: Why did FT continue installing Duraspine after receiving an alarming number of complaints, beginning in late 2008?

- In late 2008 there were not an alarming number of complaints and there was not clear evidence that there was a UV and color issue impacting Duraspine fields.
- Over the period of 2003 through late-2009, customer claims related to premature fiber wear generally affected only between one and four percent of installed square feet of turf.
- The evidence at this time suggested the product was still better in key ways than the alternatives on the market, would live up to our warranties, and would satisfy customer expectations.

21. Q: Why did FT continue installing Duraspine after an internal investigation in 2010 determined it was not properly protected against UV radiation?

- By late 2009 the number of complaints and claims led to a new level of concern, which is when we initiated our own scientific analysis and examinations in order to decide on a course of action – part of which was the investigation mentioned here.
- While this investigation helped us get closer to understanding the root cause of the issue in high-UV environments and with certain fiber colors, we still did not have a full grasp of the factors at play – and would not until during our court case.
- In 2010 we were moving our customers to Duraspine Pro, which is a product distinct from Duraspine, and at all times were prepared to stand behind our eight-year customer warranty.

22. Q: Why did FT continue installing Duraspine after it filed its lawsuit in 2011 against TenCate alleging the fiber was defective?

- At this point in time all evidence suggested the issue only pertained to high-UV environments. The installation of any legacy Duraspine fields was focused on low-UV environments. To date, it has still been the case that the significant majority of Duraspine issues have occurred in high-UV areas.
- That said, of the fields sold / installed after 2010, there were a number of key points to consider:
 - The majority were in low UV areas or indoor fields.
 - In some cases, the customers demanded the product.
 - They already had field(s) with Duraspine and were very satisfied with the performance.

23. Q: Why has FT never acknowledged to customers or in public statements that it became concerned about Duraspine's performance and durability in 2006?

- There is a difference between “concern” that a product would not be as game-changing an advancement as you had hoped, and genuine concern about the product's ability to live up to its warranty.
- At this time the available facts suggested the product was still better than the alternatives on the market, would live up to our warranties, and would satisfy customer expectations.
- The vast majority of Duraspine fields – roughly 90 percent – have performed and met customer expectations, particularly those outside high-UV areas.

24. Q: Why has FT said on multiple occasions that it first became aware of premature wear around 2009, when company records show concern being raised as early as 2006?

- There is a difference between “concern” that a product would not be as game-changing an advancement as you had hoped, and genuine concern about the product's ability to live up to its warranty.

- At the time in question the available facts suggested the product was still better than the alternatives on the market, would live up to our warranties, and would satisfy customer expectations.
- The vast majority of Duraspine fields – roughly 90 percent – have performed and met customer expectations, particularly those outside high-UV areas.

25. Q: Why did FT never inform the owners of Duraspine fields visited during a 2007 field trip by executives to N.J. that signs of premature wear were observed in both green and color fibers?

- FieldTurf cannot share any information about particular customers or their fields.
- At this time the belief was still that these fields would meet or exceed the eight-year warranty.

26. Q: Which Duraspine fields were visited during the trip?

- FieldTurf cannot share any information about particular customers or their fields.

27. Q: Why did FT attempt to have an email chain resulting from that field trip deleted because it might pose a risk if sued in court? Who was the attorney who recommended it? Does that attorney still work for FT? How does FT justify attempting to conceal evidence?

- FieldTurf does not condone the destruction of documents, and the email chain to which this question refers was not deleted.
- This lawyer is no longer involved with FieldTurf and was never an employee of FieldTurf.

28. Q: How does FT respond to claims by many customers that they were told the deterioration was normal or because their fields needed more maintenance?

- We do not believe that “many customers” have made this claim, as most customers have been satisfied with their Duraspine fields. Where customers have experienced early wear on their Duraspine fields, FieldTurf has taken steps to ensure it fulfills the eight-year warranty.
- To the extent this question refers to claims made in the seven pending lawsuits, we believe those cases are driven by certain law firms.
- To the extent any customers were told this, at the time we believed maintenance played an important role in early fiber wear. However, following a thorough technical investigation we came to believe the issue on certain Duraspine fields was more related to UV stabilization.

29. Q: Why was FT not forthcoming about the defect when customers complained that Duraspine was not performing as promised?

- It was not a quick or obvious process to understand the issue. We are committed to being forthright with customers. Unfortunately, we lacked a full understanding of the factors influencing the performance of the Duraspine fiber and relied heavily on input from our fiber supplier.
- FieldTurf has been forthcoming as possible with our customers when dealing with issues associated with Duraspine, given our evolving understanding of the issue and the constraints imposed by litigation with our former fiber supplier and certain customers.
- It is in FieldTurf's best business interest to never mislead its customers, as the community that purchases our products is close-knit and FieldTurf's reputation is of critical importance to the company.

30. Q: Why did FT in some cases take months or years to address Duraspine customer complaints?

- We have put a process in place to ensure fields are inspected and assessed in a timely manner.
- In some cases, complaints have been made for fields that are performing appropriately or showing potential early signs of premature wear.
- In such circumstances, FieldTurf monitors the field and will perform repairs or will replace the field if the condition of the fibers worsens over time. This approach is consistent with our warranty obligations and works to the financial benefit of the customer.
 - For example, if FieldTurf replaces a Duraspine field in year five of the eight year warranty and the replaced field last five years, then the customer will have received approximately ten years of performance for the cost of a single field.

31. Q: Why did FT in some cases not offer to address the problem with a replacement or upgrade until legal action was threatened?

- We have always been committed to standing by our warranties and the driver of our decisions to replace or upgrade a field is our established process, not the threat of legal action.

32. Q: Why has FT offered discounted upgrades to Revolution fiber at significantly different prices to different customers? For example, the \$175,000 offer to Breckenridge SD in Texas, but \$325,000 to Palisades SD in Pennsylvania.

- FieldTurf cannot share any information about specific customers or their fields.
- However, we can say that replacement upgrades are unique based on a variety of factors and pricing can vary. Many customers use an upgrade as an opportunity to make other changes to their fields and this can impact pricing.

33. How does FT respond to criticisms that it only elevated problems about Duraspine with TenCate, leading to the lawsuit, after its new Revolution fiber had been developed?

- This accusation is baseless. In fact, to FieldTurf's knowledge, the only party to ever suggest that our legal claims against TenCate were related to the development of Revolution was TenCate itself.
- FieldTurf stands behind our allegations in the litigation and the evidence we presented at trial in support of our legal claims.

34. Q: Why did FT use the same defective material when it replaced fields for free?

- In those circumstances where Duraspine was used, FieldTurf's original warranty remained in effect and when we installed these replacement fields we believed and were committed to fulfilling and or exceeding these original warranties and still are in current cases.
- If the field develops premature fiber wear during the remaining warranty period FieldTurf will take appropriate remedial action, including replacing the field.
- When we have replaced fields for free using Duraspine, we almost always used products other than Duraspine for the non-green fibers. Accordingly, while the majority of these replaced fields would be composed of Duraspine, that would not be the case for the non-green fibers.

35. Q: Why did FT not tell customers the material was defective and/or subject to a lawsuit at the time of those replacements?

- This was not something we hid from – we were always dedicated to our customers and working with those who were affected as we would in any case where a field had an issue.
- In those circumstances where Duraspine was used, FieldTurf's original warranty remained in effect and if the field develops premature fiber wear during the remaining warranty period FieldTurf will take appropriate remedial action.
- When we installed these replacement fields we believed they would fulfill and/or exceed these original warranties, and, to our knowledge, they still are doing so in current cases.

36. Q: Why did FT not provide another warranty on replacements when it knew it was installing the same defective material?

- In those circumstances where Duraspine was used, FieldTurf's original warranty remained in effect and if the field develops premature fiber wear during the remaining warranty period FieldTurf will take appropriate remedial action.
 - For example, if FieldTurf replaces a Duraspine field in year five of the eight year warranty and the replaced field last five years, then

the customer will have received approximately ten years of performance for the cost of a single field.

37. Q: Why did FT not adjust marketing to lower the 10+ year life expectation of Duraspine after 2006, when evidence emerged that it was not performing as expected?

- The earlier fiber technology, which FieldTurf had installed for a number of years before Duraspine was introduced, regularly lasted ten years. At the time in question, FieldTurf expected that Duraspine fields would perform as well as, or even better than, these fields.

38. Q: Why does FT believe a field life of 8 years on Duraspine fields satisfies its promises, when marketing material told customers it would last 10+ years?

- *See response to Question 37.*

39. Q: Why did FT suggest to customers, claim damages for, and apply FiberGuard on fields without being sure it would not cause adverse effects?

- Under its warranty, FieldTurf has the option to remediate or to replace. The concept of adding a UV protective coating, called FiberGuard, was considered as a remediation option for a brief period of time. But it did not work as effectively as FieldTurf had originally anticipated. However, it also did not cause any adverse effects.
- FieldTurf also had a legal obligation to attempt to mitigate its damages related to then pending lawsuit against our fiber supplier, as well as to satisfy our commitment to our customers. To that end, we tried to develop FiberGuard as a way to prolong the life of fields experiencing early wear.

40. Q: Why did FT never inspect all Duraspine fields to determine if they were experiencing the premature wear described by CEO Daliere and others in court testimony?

- We have put a process in place where concerns from customers, sales people, and our maintenance personnel and installers provide input that will result in a FieldTurf inspection for premature wear.
- If a customer discovers an issue with a Duraspine field, or any other FieldTurf product, we encourage the customer to contact us.

41. Q: Will FT agree to inspect every Duraspine field to determine if they are experiencing the premature wear described by CEO Daliere and others in court testimony?

- We have put a process in place where concerns from customers, sales people, and our maintenance personnel and installers provide input that will result in a FieldTurf inspection for premature wear.

- If a customer discovers an issue with a Duraspine field, or any other FieldTurf product, we encourage the customer to contact us.
- We are also actively engaged with potentially impacted customer where we believe premature wear may occur due to high UV radiation levels.

42. Q: Why does FT continue to tell the public that only 2% of 7,000 fields (~140) have been affected, when CEO Daliere testified there had been 264 claims as of 2014 (with # expected to rise)?

- Was discussed directly with Star Ledger.

43. Q: Why does FT use the 7,000 number, when records show only 1,700 were made with Duraspine?

- Was discussed directly with Star Ledger.

44. Q: Why did FT say in statements no fields in New York had been replaced as a result of premature age, when a replacement at the University of Rochester was made under warranty and claimed as part of the damages calculation in the TenCate lawsuit?

- This was related to a unique customer situation and was overlooked in the case of the story response.

45. Q: What was the settlement amount of the TenCate lawsuit?

- FieldTurf is legally not permitted to disclose the settlement amount of the TenCate lawsuit.

46. Q: Why has FT filed at least three legal claims against individuals who have sought to raise awareness among customers of the defect with Duraspine?

- Any legal claims against individuals were only filed if said individuals made false and defamatory statements about FieldTurf.

47. Q: How does FT respond to allegations it only cares about/responds to bad publicity?

- False. We care first and foremost about our customers – that is what is in our best interest as a business.

48. Q: How much did repeated changes in CEO from 2007 to 2009 allow problems with Duraspine to go under the radar? How much turmoil did the leadership changes create within the company?

- This is speculation and not something the current management team can speak to.

49. Q: How does CEO Daliere factually support claim in court testimony that “most customers were aware of the fact that we’d filed a lawsuit”?

- This was a statement based on Eric Dalieri's personal interactions with many customers and one he stands behind.

50. Q: Why has FT settled most of the lawsuits over Duraspine's defect rather than take them to trial?

- FieldTurf has worked closely with our customers to resolve any issues related to Duraspine when they have arisen, and almost all of those customers have been satisfied with FieldTurf's handling of the Duraspine claims.

51. Q: What's CEO Dalieri's annual compensation?

- As a division of a public company FieldTurf cannot respond to this question.

52. Q: How does FT respond to observations of 50 New Jersey fields finding, to varying degrees, the same characteristics of the defect as described by CEO Dalieri in court?

- There is an important difference between the normal wear expected over the course of the life of a field and a "defect."
- All polyethylene fibers will breakdown eventually as a result of the damaging effects of sunlight (UV), much like plastic outdoor furniture. And like many products frequency of use (wear and tear) and quality of upkeep are also important factors in the product's appearance. If any FieldTurf customers are concerned about premature fiber wear or any other problems with their fields, they should bring this to the attention of FieldTurf.
- Presumably, the customers in the fields referenced in this question have already done so or will do so, if their fields are actually experiencing premature fiber wear related to the Duraspine issue.
- FieldTurf will then respond to these warranty claims as appropriate. If the fields need to be replaced, then FieldTurf will replace them as it has done for hundreds of Duraspine fields.

53. Q: How does FT respond to tensile strength testing of fibers from low-traffic areas on three 2008 NJ fields – Highland Park, Shabazz and Ewing Township – revealing breaking strengths well below the 1.8 to 2.2 pound per fiber industry standard after 8 years?

- FieldTurf cannot share any information about particular customers or their fields.
- However, tensile testing on grass fibers is complicated to perform, particularly on fibers that have been in use for 8 years, and it is unclear how the testing you refer to was conducted. FieldTurf has no way to determine if this information is accurate.

54. Q: Why has FT employed/promoted Perry DiPiazza in New Jersey when he was sued by the federal government in January for more than \$800,000 in federal

back taxes from 2002, 2003 and 2009 through 2014, and he and his wife jointly for another \$177,000 from 2008?

- This question concerns an employee's private finances and has absolutely nothing to do with any customer issue.

55. Q: How does FT justify employing DiPiazza to make taxpayer deals when he has not paid taxes?

- This question concerns an employee's private finances and has absolutely nothing to do with any customer issue.

56. Q: Why does FT continue to employ regional sales manager Tim Coury after he suggested a kickback in a 2009 email to a friend and employee of El Camino High School in Cali.?

- FieldTurf is committed to a culture that promotes ethical conduct and we take compliance with our Code of Ethics, policies and the law very seriously.
- Indeed, FieldTurf is dedicated to the highest level of ethical business practices and we hold our employees – and our external contractors and independent contractors, such as Mr. Coury – accountable when it comes to meeting these standards.
- This allegation has only very recently been brought to our attention, and as a result, we are still looking into this allegation. We will investigate this matter as efficiently as possible; however, the time it takes to adequately and thoroughly investigate to completion will depend on individual facts and circumstances.

57. Q: Why does FT continue to employ Darren Gill as VP of marketing, innovation and customer service, when records show he was aware of problems with Duraspine as early as 2007?

- In the years after the launch of Duraspine, it began to emerge that Duraspine fields were not performing to the high level that we had hoped for or had been represented by the fiber supplier. However, the evidence at this time suggested the product was still better in key ways than the alternatives on the market, would live up to our warranties, and would satisfy customer expectations. In more than 90 percent of cases to-date, this has indeed been the case.
- What was not clear at the time was that there was any issue related to high levels of UV exposure and certain fiber colors.

58. Q: Why does FT continue to employ Gill after the company has repeatedly issued misleading statements mischaracterizing the extent of the problem and when the company learned of it?

- We disagree with this assertion.

ADDITIONAL Q&A FROM SEPT. 28, 2016:**Star-Ledger Follow-up Questions**

- 1. How do we reconcile the 264 and 1,700 number that were provided by expert witness (vs. the 8% FT now uses) with the new numbers we are providing?**
 - The 264 and 1,700 numbers only represented Duraspine fields produced in our North American facilities, which makes products for North America, Latin America, and parts of Asia. Duraspine fields produced and installed in Europe were not included in these numbers.
 - We arrived at these numbers by taking a conservative approach tailored to the specificities of that litigation. European fields were not included in FieldTurf's litigation because there have been very few warranty claims (if any) associated with premature wear on Duraspine fields installed in Europe, due to UV radiation levels and use of colors.
 - For the data we are currently providing, we are looking at all Duraspine installations, globally, which is appropriate for the purpose of understanding the issue at hand.
 - To arrive at the approximately 8 percent: To date only approximately eight percent (8.2) of all fields with the Duraspine fiber have been replaced or been scheduled to be replaced in relation to warranty claims (248 fields out of nearly 3,000 total Duraspine fields globally)
 - This 248 represents roughly 2% of our installed fields worldwide (13,000).
- 2. Why doesn't the company talk about living up to its marketing and advertising? Some of the internal documents raise serious concern about this and the marketing will be a "significant" element of story. You don't get a warranty and expect the field to fail the day after it ends when the marketing promises more.**
 - The marketing reflected our understanding of the product's unique characteristics in terms of how its durability and resilience compared to other fibers in the market at the time.
 - It is important to understand that many of our fields in New Jersey that used the Duraspine fiber have outperformed their warranties and resulted in satisfied and repeat customers.
 - To the best of our knowledge, 100% of our installed Duraspine fields in New Jersey have made it through their warranty period and will be used into their ninth year and beyond.
 - i. We installed 48 Duraspine fields in 2008 in New Jersey. Of those, only two have been replaced, both for reasons unrelated to Duraspine (one was damaged by Hurricane Sandy and the other was damaged by a structural collapse at the facility).
 - ii. For 2007 Duraspine fields installed in New Jersey:

1. 97% made it through the eight year warranty period (one was replaced due to flooding caused by Hurricane Irene).
 2. 89% are still in use after nine years and will remain in use into their tenth season.
 - iii. For 2006 Duraspine fields installed in New Jersey:
 1. 95% made it through the eight year warranty period. The one replacement was a field in Newark that related to base and install issues, not Duraspine.
 2. 82% of these fields lasted 10 years or more.
 3. 70% are still in use and are entering their 11th season.
 - Of the few customers from 2006 and 2007 who have replaced their Duraspine fields in New Jersey after the warranty period expired, over 90% purchased a new FieldTurf field as the replacement.
- 3. How do we react to the notion that it's unreasonable to expect customers to be able to self-identify the issue, particularly in fields in low-UV areas later in a field's life? Why wouldn't the company do something now to let clients know?**
- We are actively engaged with potentially impacted customers where we believe premature wear may occur due to high UV radiation levels.
 - This engagement takes several forms – including direct outreach from our sales people, visits to fields by our maintenance, installation and executive teams, and direct contact with potentially concerned customers by our Customer Service team.
 - This is part of our overall proactive efforts to work closely with our customers and honor our warranties.
- 4. Isn't whether the company is living up to its warranty in dispute?**
- FieldTurf has always been dedicated to serving our customers, honoring our warranties, and the quality of our products. We have consistently worked closely with our customers to do so.
 - In a small number of instances, certain customers are seeking monetary compensation, even though a new field is what we are obligated to provide.
 - What's in dispute here is the remedy – they want something outside the warranty.

ADDITIONAL RESPONSES FROM OCT. 3, 2016

- The 264 fields was the number of fields where customers had requested inspections – not necessarily the number of fields that had experienced early wear related to the Duraspine issue or that we anticipated would not meet their warranties. For legal reasons related to the TenCate litigation, we were obligated to give TenCate notice of potential customer claims on these fields.

- In his testimony, the expert witness (Tanger) used 203 replaced fields as his potential number for damages. This was based off of historical replacement data for fields in particular UV zones:
 - 53 had been replaced (pg. 90),
 - 24 were scheduled to be replaced (pg. 93)
 - 7 fields being replaced (budgeted) (pg.93)
 - This equals 84 fields total
 - Estimating an additional 119 future failures = 203
- All of the numbers in the case reflect a denominator of 1,700 fields, representing Duraspine fields produced in our North American facility in Calhoun, Georgia, which makes products for North America, Latin America, and parts of Asia. Duraspine fields produced and installed in Europe were not included in these numbers.
- The 248 represents the total number of fields replaced/upgraded to-date. Nearly all of these fields have been in North America.
- We arrived at these numbers by taking a conservative approach tailored to the specificities of that litigation. European fields were not included in FieldTurf's litigation because there have been very few warranty claims (if any) associated with premature wear on Duraspine fields installed in Europe, due to UV radiation levels and use of colors.

ADDITIONAL RESPONSES ON PERRY DIPIAZZA FROM OCT. 5, 2016:

Statement from Perry DiPiazza:

"I have been working with the IRS and making substantial payments to address my personal federal income tax situation, a significant portion of which stems from an issue almost 20 years ago. I regret this matter and am truly sorry for any way in which this has reflected negatively on Fieldturf or my friends and family. That said, I want to make clear that this personal issue has never impacted my professional dealings while working on behalf of FieldTurf or any relationship or transaction I have ever had with clients.

Statement from FT on DiPiazza:

"We have looked into this matter and believe that it wholly concerns an employee's private finances and has absolutely nothing to do with any customer issue. We are confident that Perry has conducted himself with integrity on behalf of FieldTurf and is diligently working with the proper authorities to put this issue behind him."

On request to provide full, complete listing of Duraspine field installations:

- This is proprietary customer information that we cannot provide.

On the US replacements questions:

- We have replaced 246 fields out of 1428 with the Duraspine fiber in the U.S. to-date.
- Out of these 246, 68 have been replaced early through negotiations with customers. In these cases there was not a clear early fiber wear issue requiring a replacement, however we worked with concerned clients to deliver a solution that kept them satisfied and maintain the customer relationship.
- The remaining 178 were replacements consistent with the Duraspine early wear issue, primarily in high-UV markets or with certain fiber colors.

ADDITIONAL RESPONSES FROM OCT. 14, 2016:

On question of promotion of Darren Gill:

“The entire senior leadership team of FieldTurf during the key time period in question has left the company or been asked to leave – with many going to major competitors.

The senior sales and marketing professionals who were in decision-making positions during the timeframe in question are both no longer with the company. The head of marketing at the time was dismissed from the company and his VP was also pushed out. Darren Gill was a junior member of the team and not in a decision-making capacity at that time.”

ADDITIONAL RESPONSES FROM OCT. 17, 2016

On request for number of warranty claims denied:

“We cannot provide this information due to legal settlement stipulations as well as ongoing litigation.”