

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

MICHAEL CHUPA, Individually and on
behalf of all others similarly situated,

Plaintiff,

v.

ARMSTRONG FLOORING, INC., et al.,

Defendants.

Case No. 2:19-cv-09840-CAS-MRW

Judge: Hon. Christina A. Snyder
Courtroom 8D – 8th Floor

CLASS ACTION

INTERNET NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

If you purchased shares of Armstrong Flooring, Inc. (“Armstrong Flooring” or the “Company”) common stock on the open market during the period from March 6, 2018 through March 3, 2020 (the “Class Period”), you may be entitled to a payment from a class action settlement.

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

- The purpose of this Notice is to inform you of the pendency of this securities class action (the “Action”), the proposed settlement of the Action (the “Settlement”), and a hearing to be held by the Court to consider: (i) whether the Settlement should be approved; (ii) whether the proposed plan for allocating the proceeds of the Settlement (the “Plan of Allocation”) should be approved; and (iii) Lead Counsel’s application for attorneys’ fees and expenses. This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement, wish to object, or wish to be excluded from the Settlement Class.¹
- If approved by the Court, the proposed Settlement will create a \$3,750,000 settlement fund, plus earned interest, for the benefit of eligible Settlement Class Members, less any attorneys’ fees and expenses awarded by the Court, Notice and Administration Expenses, and Taxes.
- The Settlement resolves all claims by Randy Marker (“Lead Plaintiff”) that have been asserted on behalf of the proposed Settlement Class in the litigation captioned *Chupa v. Armstrong Flooring, Inc., et al.*, Case No. 2:19-cv-09840-CAS-MRW.

**If you are a Settlement Class Member, your legal rights will be affected by this Settlement
whether you act or do not act. Please read this Notice carefully.**

¹ All capitalized terms not otherwise defined in this notice shall have the meaning provided in the Stipulation and Agreement of Settlement, dated January 15, 2021 (the “Stipulation”), found at the Important Documents section of the Case Website, <https://www.strategicclaims.net/Armstrong>.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY JUNE 20, 2021	The <u>only</u> way to get a payment. See Question 8 below for details.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY JUNE 28, 2021	Get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against Defendants and/or the other Defendants' Releasees concerning the Released Claims. See Question 11 below for details.
OBJECT BY JUNE 28, 2021	Write to the Court about why you object to the Settlement, the Plan of Allocation, or the Fee and Expense Application. If you object, you will still be a member of the Settlement Class. See Question 14 below for details.
GO TO A HEARING ON JULY 19, 2021 AND FILE A NOTICE OF INTENTION TO APPEAR BY JUNE 28, 2021	Ask to speak in Court at the Settlement Hearing about the Settlement. See Question 18 below for details.
DO NOTHING	Get no payment AND give up your rights to bring your own individual action.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to all eligible Settlement Class Members who timely submit valid Claim Forms, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

SUMMARY OF THE NOTICE

Statement of the Settlement Class's Recovery

1. Subject to Court approval, Lead Plaintiff, on behalf of the Settlement Class, has agreed to settle the Action in exchange for a payment of \$3,750,000 (the "Settlement Amount"), which will be deposited into an interest-bearing Escrow Account (the "Settlement Fund"). The Net Settlement Fund (as defined below) will be distributed to Settlement Class Members according to the Court-approved plan of allocation (the "Plan of Allocation" or "Plan"). The proposed Plan of Allocation is set forth on pages 12-15 below.

Estimate of Average Amount of Recovery Per Share

2. Based on Lead Plaintiff's consulting damages expert's estimate of the number of shares of Armstrong Flooring common stock eligible to participate in the Settlement, and assuming that all such investors eligible to participate do so, Lead Plaintiff estimates that the average recovery would be approximately \$0.099 per allegedly damaged share (before deduction of any Court-approved fees and expenses, such as attorneys' fees and expenses, Taxes, and Notice and Administration Expenses). If the Court approves the Fee and Expense Application (discussed below), the average recovery would be approximately \$0.072 per allegedly damaged share.² **Please note, however, that these average recovery amounts are only estimates, and Settlement Class Members may recover more or less than these estimated amounts.** An individual Settlement Class Member's actual recovery will depend

² An allegedly damaged share might have been traded, and potentially damaged, more than once during the Class Period, and the average recovery indicated above represents the estimated average recovery for each share that allegedly incurred damages.

on, for example: (i) the total number of claims submitted; (ii) the amount of the Net Settlement Fund; (iii) when the Settlement Class Member purchased shares of Armstrong Flooring common stock on the open market; and (iv) whether and when the Settlement Class Member sold the securities. See the Plan of Allocation beginning on page 12 for information on the calculation of your Recognized Claim.

Statement of Potential Outcome of Case if the Action Continued to be Litigated

3. The Parties disagree about both liability and damages and do not agree on the damages that would be recoverable if Lead Plaintiff were to prevail on each claim asserted against Defendants. The issues on which the Parties disagree include, for example: (i) whether Defendants made any statements or omitted any facts that were materially false or misleading, or otherwise actionable under the federal securities laws; (ii) whether any such allegedly materially false or misleading statements or omissions were made with the required level of intent or recklessness; (iii) the amounts by which the prices of Armstrong Flooring common stock was allegedly artificially inflated; (iv) the extent to which factors such as general market, economic and industry conditions, influenced the trading prices of Armstrong Flooring common stock during the Class Period; and (v) whether or not Defendants' allegedly false and misleading statements proximately caused the losses suffered by the Settlement Class.

4. Defendants have denied and continue to deny any wrongdoing, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Lead Plaintiff and the Settlement Class have suffered any loss attributable to Defendants' alleged actions. While Lead Plaintiff believes he has meritorious claims, he recognizes that there are significant obstacles in the way to recovery.

Statement of Attorneys' Fees and Expenses Sought

5. Lead Counsel, on behalf of themselves and liaison counsel ("Plaintiffs' Counsel"), will apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 25% of the Settlement Fund, which includes any accrued interest. Lead Counsel will also apply for payment of litigation expenses incurred by Plaintiffs' Counsel in prosecuting the Action in an amount not to exceed \$75,000, plus accrued interest, which may include an application pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA") for the reasonable costs and expenses (including lost wages) of Lead Plaintiff directly related to his representation of the Settlement Class. If the Court approves Lead Counsel's Fee and Expense Application, the average amount of fees and expenses, assuming claims are filed for all shares eligible to participate in the Settlement, will be approximately \$0.027 per allegedly damaged share of Armstrong Flooring common stock. A copy of the Fee and Expense Application will be posted on <https://www.strategicclaims.net/Armstrong/> after it has been filed with the Court.

Reasons for the Settlement

6. For Lead Plaintiff, the principal reason for the Settlement is the guaranteed cash benefit to the Settlement Class. This benefit must be compared to the uncertainty of being able to prove the allegations in the Complaint (as defined below); the risk that the Court may grant some or all of the anticipated motions to be filed by Defendants; the risks of litigation, especially in complex securities actions like this; as well as the difficulties and delays inherent in such litigation (including any trial and appeals). For Armstrong Flooring, which denies all allegations of wrongdoing or liability whatsoever and denies that Settlement Class Members were damaged, it has stated that it is entering into the Settlement solely to end the burden, expense, uncertainty, and risk of further litigation.

Identification of Attorneys' Representatives

7. Lead Plaintiff and the Settlement Class are represented by Lead Counsel, Bernstein Liebhard LLP, Michael S. Bigin, Esq., 10 East 40th Street, New York, NY 10016, (212) 779-1414, armstronginfo@bernlieb.com.

8. Further information regarding the Action, the Settlement, and this Notice may be obtained by contacting the Claims Administrator:

Armstrong Flooring, Inc. Securities Litigation
c/o Strategic Claims Services
600 N. Jackson St., Suite 205
P.O. Box 230
Media, PA 19063
Tel.: (866) 274-4004
Fax: (610) 565-7985
info@strategicclaims.net

or Lead Counsel or visiting the Case Website at <https://www.strategicclaims.net/Armstrong/>.

Please Do Not Call the Court with Questions About the Settlement.

BASIC INFORMATION

1. Why did I get this Notice?

9. You or someone in your family, or an investment account for which you serve as a custodian, may have purchased shares of Armstrong Flooring common stock on the open market during the Class Period from March 6, 2018 through March 3, 2020, and may be a Settlement Class Member. This Internet Notice explains the Action, the Settlement, Settlement Class Members’ legal rights, what benefits are available, who is eligible for them, and how to get them. Receipt of this Notice does not mean that you are a Member of the Settlement Class or that you will be entitled to receive a payment. **If you wish to be eligible for a payment, you are required to submit the Claim Form. See Question 8 below.**

10. The Court directed that this Notice be sent to Settlement Class Members to inform them of the terms of the proposed Settlement and about all of their options, before the Court decides whether to approve the Settlement at the upcoming hearing to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and Lead Counsel’s Fee and Expense Application (the “Settlement Hearing”).

11. The Court in charge of the Action is the United States District Court for the Central District of California, and the case is known as *Michael Chupa v. Armstrong Flooring, Inc.*, Case No. 2:19-cv-09840-CAS-MRW. The Action is assigned to the Honorable Christina A. Snyder, United States District Judge.

2. What is this case about, and what has happened so far?
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12. Armstrong Flooring is incorporated under the laws of Delaware with its principal executive offices located in Lancaster, Pennsylvania. Armstrong Flooring’s common stock trades on the New York Stock Exchange (“NYSE”) under the symbol “AFI”. Armstrong Flooring is a producer of flooring products for use primarily in the construction and renovation of residential, commercial, and institutional buildings. The Company designs, manufactures, sources, and sells resilient flooring products in North America and the Pacific Rim. Lead Plaintiff alleges that the Defendants made false and misleading statements during the Class Period. Specifically, Lead Plaintiff alleges that the Defendants made false and misleading statements regarding (i) the Company’s distributors’ abilities to provide merchandising support; (ii) the Company’s servicing of its commercial and national accounts; and (iii) the Company’s 2018 inventory levels in their distributor sales channels.

13. On November 15, 2019, Plaintiff Michael Chupa filed a class action complaint in the United States District Court for the Central District of California (the “Court”) styled *Chupa v. Armstrong Flooring, Inc.*

14. On January 14, 2020, Randy Marker and two other purported Armstrong Flooring shareholders moved for appointment as Lead Plaintiff for the proposed class. On March 2, 2020, after full briefing on the motions and hearing oral argument, the Court appointed Randy Marker as Lead Plaintiff and approved Lead Plaintiff's selection of Bernstein Liebhard LLP as Lead Counsel for the proposed class.

15. On July 2, 2020, Lead Plaintiff filed and served the Amended Complaint for Violations of the Federal Securities Laws (the "Complaint"), alleging violations of the Securities Exchange Act of 1934 against Defendants.

16. On August 17, 2020, Defendants Armstrong Flooring, Larry McWilliams, Dominic Rice, and Michel Vermette filed a joint Motion to Dismiss the Complaint. On the same date, the other three Individual Defendants each filed separate motions to dismiss the Complaint.

17. On October 1, 2020, Lead Plaintiff filed an omnibus memorandum in opposition to the four motions to dismiss the Complaint.

18. While the motion to dismiss briefing was ongoing, the Parties agreed to engage in a confidential mediation with mediator Robert Meyer of JAMS in an attempt to resolve the Action.

19. Prior to the mediation session, the Parties exchanged confidential mediation statements and expert damages analyses. The mediation session was held on October 19, 2020. After a full day of arm's-length negotiations, the Parties did not reach an agreement.

20. On November 2, 2020, Armstrong Flooring, Michel Vermette, Dominic Rice, and Larry Williams filed a reply brief in support of their motion to dismiss. On that same date, the other three Individual Defendants each filed a reply briefs in support of their respective motions to dismiss.

21. During the weeks that followed, the Parties continued to engage in settlement negotiations through Mr. Meyer. On November 30, 2020, the Parties agreed to a settlement in principle to release all claims against Defendants in return for a cash payment of three million, seven hundred fifty thousand dollars (\$3,750,000) for the benefit of the Settlement Class.

22. On February 22, 2021, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Settlement Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

3. Why is this a class action?

23. In a class action, one or more persons or entities (in this case, Lead Plaintiff), sue on behalf of people and entities who or which have similar claims. Together, these people and entities are a "class," and each is a "class member." Bringing a case, such as this one, as a class action allows the adjudication of many similar claims of persons and entities which might be too small to bring economically as separate actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or "opt-out," from the class.

4. What are the reasons for the Settlement?

24. The Court did not finally decide in favor of Lead Plaintiff or Defendants. Instead, both sides agreed to a settlement that will end the Action. Lead Plaintiff and Lead Counsel believe that the claims asserted in the Action have merit; however, Lead Plaintiff and Lead Counsel recognize the expense and length of continued proceedings necessary to pursue their claims through trial and appeals, as well as the difficulties in establishing liability and damages. In light of the Settlement and the guaranteed cash recovery to the Settlement Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

25. Defendants have denied and continue to deny any allegations of wrongdoing contained in the Complaint and further deny that they did anything wrong, that Lead Plaintiff or the Settlement Class suffered damages or that the price of Armstrong Flooring common stock was artificially inflated by reasons of alleged misrepresentations, nondisclosures or otherwise. The Settlement should not be seen as an admission or concession on the part of Defendants. Armstrong Flooring has taken into account the

burden, expense, uncertainty, distraction, and risks inherent in any litigation and has concluded that it is desirable to settle upon the terms and conditions set forth in the Stipulation.

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

26. The Court directed, for the purposes of the proposed Settlement, that everyone who fits the following description is a Settlement Class Member and subject to the Settlement unless they are an excluded person (*see* Question 6 below) or take steps to exclude themselves from the Settlement Class (*see* Question 11 below): ***all Persons and entities who or which purchased shares of Armstrong Flooring common stock on the open market during the period from March 6, 2018 through March 3, 2020, and who were damaged thereby.***

27. Receipt of this Notice does not mean that you are a Settlement Class Member. The Parties do not have access to your transactions in Armstrong Flooring common stock. Please check your records or contact your broker to see if you are a member of the Settlement Class. If one of your mutual funds purchased Armstrong Flooring common stock during the Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you individually purchased Armstrong Flooring common stock during the Class Period.

6. Are there exceptions to the definition of the Settlement Class and to being included?

28. Yes. There are some individuals and entities who or which are excluded from the Settlement Class by definition. Excluded from the Settlement Class are: (i) Defendants; (ii) members of the Immediate Family of each Individual Defendant; (iii) any person who was an Officer or director of Armstrong Flooring; (iv) any firm or entity in which any Defendant has or had a controlling interest; (v) any person who participated in the wrongdoing alleged; (vi) Defendants' liability insurance carriers; (vii) any affiliates, parents, or subsidiaries of Armstrong Flooring; (viii) all Armstrong Flooring plans that are covered by ERISA; and (ix) the legal representatives, agents, affiliates, heirs beneficiaries, successors-in-interests, or assigns of any excluded person or entity in their respective capacity as such.

29. If you sold all of your Armstrong Flooring common stock prior to the first alleged corrective disclosure, which occurred after the market closed on March 5, 2019, and made no subsequent purchases from March 5, 2019 through March 3, 2020, you are not a member of the Settlement Class because you were not damaged.

30. Also excluded from the Settlement Class will be any Person who or which timely and validly seeks exclusion from the Settlement Class in accordance with the procedures described in Question 11 below or whose request is otherwise allowed by the Court.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

31. In exchange for the Settlement and the release of the Released Claims against the Defendants, Armstrong Flooring has agreed to create a \$3,750,000 cash fund, which may accrue interest, to be distributed, after deduction of Court-awarded attorneys' fees and litigation expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court (the "Net Settlement Fund"), among all Settlement Class Members who submit valid Claim Forms and are found to be eligible to receive a distribution from the Net Settlement Fund ("Authorized Claimants").

8. How can I receive a payment?

32. To qualify for a payment, you must fill out a Claim Form online at <https://www.strategicclaims.net/Armstrong/> ("Case Website"). Read the instructions carefully, fill out the Claim Form, and sign it in the location indicated. The Case Website also includes instructions on downloading your transaction data directly from your brokerage so that you do not have to manually

enter each transaction. **The deadline to submit your Claim through the Case Website is 11:59 p.m. EST on June 20, 2021.**

33. If you are unable to fill out a Claim Form online, please print the Claim Form entitled “Proof of Claim and Release Form” (also called the “Claim Form”) available on the Case Website, fill it out and mail it to the Claims Administrator at the address below, **postmarked no later than June 20, 2021:**

Armstrong Flooring, Inc. Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste 205
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

34. Please note that if you choose to print and mail a form, you will need to manually enter each transaction.

35. Typically most class members submit electronic claims. Submitting a claim by mail increases the time necessary to process the Claim.

36. The Claims Administrator will process your claim and determine whether you are an “Authorized Claimant.”

9. When will I receive my payment?

37. The Court will hold a Settlement Hearing on **July 19, 2021** to decide, among other things, whether to finally approve the Settlement. Even if the Court approves the Settlement, there may be appeals which can take time to resolve, perhaps more than a year. It also takes a long time for all of the Claim Forms to be accurately reviewed and processed. Please be patient.

10. What am I giving up to receive a payment or stay in the Settlement Class?

38. If you are a member of the Settlement Class, unless you exclude yourself, you will remain in the class, and that means that, upon the “Effective Date” of the Settlement, you will release all “Released Plaintiffs’ Claims” against the Defendants’ Releasees.

(a) **“Released Plaintiffs’ Claims”** means, to the fullest extent that the law permits their release, all claims, suits, actions, appeals, causes of action, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential, or special damages, and restitution and disgorgement), demands, rights, debts, penalties, costs, expenses, fees, injunctive relief, attorneys’ fees, expert or consulting fees, prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and description whatsoever, whether known or unknown, whether or not concealed or hidden, fixed or contingent, direct or indirect, anticipated or unanticipated, whether legal, contractual, rescissory, statutory, or equitable in nature, whether arising under federal, state, common, or foreign law, that Lead Plaintiff or any member of the Settlement Class asserted or could have asserted in any forum that are based upon, arise from, or relate to: (i) the allegations, transactions, facts, matters, events, disclosures, public filings, acts, occurrences, representations, statements, omissions or failures to act that were alleged in the Complaint or any other filing in this Action; and (ii) the purchase of Armstrong Flooring common stock during the Class Period. This release does not release or impair any claims relating to the enforcement of the Settlement. “Released Plaintiffs Claims” include “Unknown Claims,” as defined herein.

(b) **“Defendants’ Releasees”** means Defendants and their current and former parents, affiliates, subsidiaries, controlling person, associates, related or affiliated entities, and each and all of their respective past or present officers, directors, employees, partners, members, principals, agents,

representatives, attorneys, financial or investment advisors, consultants, underwriters, investment bankers, commercial bankers, advisors, insurers, reinsurers, heirs, spouses, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors or assigns, or any member of the Immediate Family, marital communities, or any trusts for which any of them are trustees, settlors or beneficiaries or anyone acting or purporting to act for or on behalf of them or their successors or collectively.

(c) **“Unknown Claims”** means any Released Plaintiffs’ Claims which Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his or its favor at the time of the release of such claims which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Armstrong Flooring shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment, shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar comparable or equivalent to California Civil Code §1542, which provides: **“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”** Lead Plaintiff, any Settlement Class Member, or any Defendant may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Plaintiffs’ Claims and the Released Defendants’ Claims, but the Parties shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Settlement Class Member shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, as applicable, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Parties acknowledge, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

39. The “Effective Date” will occur when an Order entered by the Court approving the Settlement becomes Final and is not subject to appeal. If you remain a member of the Settlement Class, all of the Court’s orders, whether favorable or unfavorable, will apply to you and legally bind you. Upon the Effective Date, Armstrong Flooring will also provide a release of any claims against Lead Plaintiffs and the Settlement Class arising out of or related to the institution, prosecution, or settlement of the claims in the Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

40. If you do not want to be eligible to receive a payment from the Settlement, but you want to keep any right you may have to sue or continue to sue the Released Defendants on your own for the Released Claims, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself or “opting out.” **Please note: if you bring your own claims, Defendants will have the right to seek their dismissal. Also, Defendants may terminate the Settlement if Settlement Class Members who purchased in excess of a certain amount of shares of Armstrong Flooring common stock seek exclusion from the Settlement Class.**

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

41. To exclude yourself from the Settlement Class, you must mail a signed letter stating that you “request to be excluded from the Settlement Class in *Michael Chupa v. Armstrong Flooring, Inc.*, Case No. 2:19-cv-09840-CAS-MRW (C.D. Cal.)” You cannot exclude yourself by telephone or e-mail. Each request for exclusion must also: (i) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state the number of shares of Armstrong Flooring common stock that the person or entity (A) owned as of the opening of trading on March 6, 2018 and (B) purchased and/or sold on the open market during the Class Period, as well as the dates and prices of each such purchase and sale; and (iii) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion must be mailed, so that it is **received no later than June 28, 2021** to:

Armstrong Flooring, Inc. Securities Litigation
c/o Strategic Claims Services
600 N. Jackson St., Suite 205
P. O. Box 230
Media, PA 19063

Your exclusion request must comply with these requirements in order to be valid, unless it is otherwise accepted by the Court.

42. If you ask to be excluded, do not submit a Claim Form because you cannot receive any payment from the Net Settlement Fund. Also, you cannot object to the Settlement because you will not be a Settlement Class Member. However, if you submit a valid exclusion request, you will not be legally bound by anything that happens in the Action, and you may be able to sue (or continue to sue) Defendants in the future, assuming your claims are timely. If you have a pending lawsuit against any of the Defendants, **please speak to your lawyer in the case immediately.**

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

43. The Court appointed the law firm of Bernstein Liebhard LLP to represent all Settlement Class Members. These lawyers are called “Lead Counsel.” You will not be separately charged for these lawyers. The Court will determine the amount of Plaintiffs’ Counsel’s fees and expenses, which will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

44. Plaintiffs’ Counsel have not received any payment for their services in pursuing the claims against Defendants on behalf of the Settlement Class, nor have they been paid for their litigation expenses. Lead Counsel will ask the Court to award Plaintiff’s Counsel attorneys’ fees of no more than 25% of the Settlement Fund, which will include any accrued interest. Plaintiffs’ Counsel are Bernstein Liebhard LLP and The Wagner Law Firm. No other attorneys will share in the fee awarded by the Court. Lead Counsel will also seek payment of litigation expenses incurred by Plaintiffs’ Counsel in the prosecution of the Action of no more than \$75,000, plus accrued interest, which may include an application in accordance with the PSLRA for the reasonable costs and expenses of Lead Plaintiff directly related to representation of the Settlement Class.

OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR THE FEE AND EXPENSE APPLICATION

14. How do I tell the Court that I do not like something about the proposed Settlement?

45. If you are a Settlement Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, and/or the Fee and Expense Application. You can ask the Court not to approve the Settlement, but you cannot ask the Court to order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval of the Settlement, no payments will be made to Settlement Class Members, the Parties will return to the position they were in before the Settlement was agreed to, and the Action will continue.

46. To object, you must send a signed letter stating that you object to the proposed Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Application in “*Michael Chupa v. Armstrong Flooring, Inc.*, Case No. 2:19-cv-09840-CAS-MRW (C.D. Cal.)” Your objection must state why you are objecting and whether your objection applies only to you, a subset of the Settlement Class, or the entire Settlement Class. The objection must also: (i) include the name, address, and telephone number of the person or entity objecting; (ii) contain a statement of the objection and the specific reasons for it, including any legal and evidentiary support (including witnesses) the Settlement Class Member wishes to bring to the Court’s attention; and (iii) documentation identifying the number of shares of Armstrong Flooring common stock the person or entity (a) owned as of the opening of trading on March 6, 2018 and (b) purchased and/or sold on the open market during the Class Period, as well as the dates and prices of each such purchase and sale. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and/or Lead Counsel’s Fee and Expense Application. Your objection must be filed with the Court at the address below, either by mail or in person, **no later than June 28, 2021 and** be mailed or delivered to each of the following counsel so that it is **received no later than June 28, 2021:**

<u>Court</u>	<u>Lead Counsel</u>	<u>Defendant’s Counsel Representatives</u>
Clerk of the Court U.S.D.C Central District of California First Street U.S. Courthouse 350 W. 1st Street, Suite 4311 Los Angeles, CA 90012	Bernstein Liebhard LLP Attn: Michael S. Bigin 10 East 40th Street New York, NY 10016	Skadden, Arps, Slate, Meagher & Flom LLP Attn: Peter B. Morrison 300 South Grand Avenue, Suite 3400 Los Angeles, CA 90071

15. What is the difference between objecting and seeking exclusion?

47. Objecting is telling the Court that you do not like something about the proposed Settlement, Plan of Allocation, or Lead Counsel’s Fee and Expense Application. You can still recover money from the Settlement. You can object *only* if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself from the Settlement Class, you have no basis to object because the Settlement and the Action no longer affect you.

THE SETTLEMENT HEARING

16. When and where will the Court decide whether to approve the proposed Settlement?

48. The Court will hold the Settlement Hearing on July 19, 2021, **at 10:00 a.m.**, in Courtroom 8D, United States District Court for the Central District of California, First Street U.S. Courthouse, 350 W.

1st Street, 8th Floor, Los Angeles, CA 90012. At this hearing, the Court will consider, whether: (i) the Settlement is fair, reasonable and adequate, and should be finally approved; (ii) the Plan of Allocation is fair and reasonable, and should be approved; and (iii) Lead Counsel’s Fee and Expense Application is reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 14 above. We do not know how long it will take the Court to make these decisions.

49. You should be aware that the Court may change the date and time of the Settlement Hearing, or hold the hearing telephonically, without another notice being sent to Settlement Class Members. If you want to attend the hearing, you should check with Lead Counsel beforehand to be sure that the date and/or time has not changed, check the Settlement website at <https://www.strategicclaims.net/Armstrong/>, or periodically check the Court’s website at <https://www.cand.uscourts.gov/cm-ecf> to see if the Settlement Hearing stays as calendared or is changed. Subscribers to PACER, a fee-based service, can also view the Court’s docket for the Action for updates about the Settlement Hearing through the Court’s on-line Case Management/Electronic Case Files System at <https://www.pacer.gov>.

17. Do I have to come to the Settlement Hearing?

50. No. Lead Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a valid and timely objection, the Court will consider it and you do not have to come to Court to discuss it. You may have your own lawyer attend (at your own expense), but it is not required. If you do hire your own lawyer, he or she must file and serve a Notice of Appearance in the manner described in the answer to Question 18 below **no later than June 28, 2021**.

18. May I speak at the Settlement Hearing?

51. You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* Question 14), **no later than June 28, 2021** a statement that you, or your attorney, intend to appear in “*Michael Chupa v. Armstrong Flooring, Inc.*, Case No. 2:19-cv-09840-CAS-MRW (C.D. Cal).” Persons who intend to present evidence at the Settlement Hearing must also include in their objections the identities of any witnesses they may wish to call to testify and any exhibits they intend to introduce into evidence at the hearing. You may not speak at the Settlement Hearing if you exclude yourself or if you have not provided written notice in accordance with the procedures described in this Question 18 and Question 14 above.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

52. If you do nothing and you are a member of the Settlement Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Released Defendants concerning the Released Claims. To share in the Net Settlement Fund, you must submit a Claim Form (*see* Question 8 above). To start, continue or be part of any other lawsuit against Defendants or any other of the Released Defendants concerning the Released Claims in this case, to the extent it is otherwise permissible to do so, you must exclude yourself from the Settlement Class (*see* Question 11 above).

GETTING MORE INFORMATION

20. Are there more details about the Settlement?

53. This Notice summarizes the proposed Settlement. More details are in the Stipulation. Lead Counsel’s motions in support of final approval of the Settlement, the request for attorneys’ fees and

litigation expenses, and approval of the proposed Plan of Allocation will be filed with the Court no later than June 14, 2021, and be available from Lead Counsel, the Claims Administrator, or the Court, pursuant to the instructions below.

54. You may review the Stipulation or documents filed in the case at the Office of the Clerk, United States District Court for the Central District of California, First Street Courthouse, 350 W. 1st Street, Suite 4311, Los Angeles, CA 90012, on weekdays (other than court holidays) between 9:00 a.m. and 4:00 p.m. Subscribers to PACER can also view the papers filed publicly in the Action through the Court's on-line Case Management/Electronic Case Files System at <https://www.pacer.gov>.

55. You can also get a copy of the Stipulation and other case documents by visiting the website dedicated to the Settlement, <https://www.strategicclaims.net/Armstrong/> or the website of Lead Counsel, www.bernlieb.com.

Please do not call the Court with questions about the Settlement.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND

21. How will my claim be calculated?

56. As discussed above, the Settlement Amount and any interest it earns constitute the Settlement Fund. The Settlement Fund, after the deduction of Court-approved attorneys' fees and litigation expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court, is the Net Settlement Fund. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants – *i.e.*, members of the Settlement Class who timely submit valid Claim Forms that are accepted for payment – in accordance with this proposed Plan of Allocation or such other plan of allocation as the Court may approve. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the Case Website, <https://www.strategicclaims.net/Armstrong/>.

57. To design the Plan, Lead Counsel have conferred with Lead Plaintiff's consulting damages expert. The objective of the Plan of Allocation is to distribute the Net Settlement Fund equitably among those Settlement Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. The Plan of Allocation is not intended to estimate, or be indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Because the Net Settlement Fund is less than the total losses alleged to be suffered by Settlement Class Members, the formulas described below for calculating Recognized Losses are not intended to estimate the amounts that will actually be paid to Authorized Claimants. The Plan of Allocation measures the amount of loss that a Settlement Class Member can claim for purposes of making *pro rata* allocations of the Net Settlement Fund to Authorized Claimants.

58. For losses to be compensable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the change in the price of the securities at issue. In this case, Lead Plaintiff alleged that Defendants issued false statements and omitted material facts during the Class Period (March 6, 2018 through March 3, 2020) that artificially inflated the price of Armstrong Flooring common stock. It is alleged that corrective information released to the market on March 5, 2019, May 3, 2019, November 5, 2019, and March 3, 2020 impacted the market prices of Armstrong Flooring common stock in a statistically significant manner and removed the alleged artificial inflation (or deflation) from the share prices on March 5, 2019, May 3, 2019, November 5, 2019, and March 3, 2020. Accordingly, in order to have a compensable loss in this Settlement, the Armstrong Flooring common stock must have been purchased during the Class Period and held through at least one of the alleged corrective disclosures listed above.

59. An individual Settlement Class Member's recovery will depend on, for example: (a) the total number and value of claims submitted; (b) when the claimant purchased Armstrong Flooring common

stock; and (c) whether and when the claimant sold his, her, or its shares of Armstrong Flooring common stock.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

60. For purposes of determining whether a claimant has a Recognized Claim, purchases and sales of Armstrong Flooring common stock will first be matched on a First In/First Out (“FIFO”) basis. If a Settlement Class Member has more than one purchase or sale of Armstrong Flooring common stock during the Class Period, all purchases and sales of the stock shall be matched on a FIFO basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period and then against purchases in chronological order, beginning with the earliest purchase made during the Class Period.

61. The Claims Administrator will calculate a “Recognized Loss Amount,” as set forth below, for each purchase of Armstrong Flooring common stock from March 6, 2018 through March 3, 2020 that is listed in the Claim Form and for which adequate documentation is provided. To the extent that the calculation of a Claimant’s Recognized Loss Amount results in a negative number, that number shall be set to zero.

62. The sum of a claimant’s Recognized Loss Amounts will be the claimant’s “Recognized Claim.” An Authorized Claimant’s “Recognized Claim” shall be the amount used to calculate the Authorized Claimant’s *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant’s Recognized Claim divided by the total of the Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

COMMON STOCK CALCULATIONS

63. For shares of common stock purchased or otherwise acquired between March 6, 2018 and March 3, 2020:

- A. For shares held at the end of trading on May 29, 2020, the Recognized Loss shall be that number of shares multiplied by the lesser of:
 - i. the applicable purchase date artificial inflation per share figure, as found in Table A; or
 - ii. the difference between the purchase price per share and \$2.08.³
- B. For shares sold between March 3, 2020 and May 29, 2020, the Recognized Loss shall be the lesser of:
 - i. the applicable purchase date artificial inflation per share figure, as found in Table A; or
 - ii. if sold on March 3, 2020, the applicable purchase date artificial inflation per share figure less the applicable sales date artificial inflation per share figure, as found in Table A; or
 - iii. the difference between the purchase price per share and the sales price per share; or
 - iv. the difference between the purchase price per share and the average closing price between March 3, 2020 and the date of sale, as found in Table B⁴.

³ Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated." The mean (average) closing price of AFI common stock during the period beginning on March 3, 2020 and ending on May 29, 2020 was \$2.08 per share.

⁴ Pursuant to Section 21(D)(e)(2) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, if the plaintiff sells or repurchases the subject security prior to the expiration of the 90-day period

- C. For shares sold between March 6, 2018 and March 2, 2020, the Recognized Loss shall be that number of shares multiplied by the lesser of:
- i. the applicable purchase date artificial inflation per share figure less the applicable sales date artificial inflation per share figure, as found in Table A; or
 - ii. the difference between the purchase price per share and the sales price per share.

TABLE A	
Purchase or Sale Date Range	Artificial Inflation Per Share
03/06/2018 – 03/04/2019	\$5.74
03/05/2019 – 05/02/2019	\$5.24
05/03/2019 – 11/04/2019	\$3.30
11/05/2019 – 03/02/2020	\$0.40
03/03/2020	Lesser of \$0.40 or (transaction price - \$2.04)

Table B					
<u>Date of Sale</u>	Average Closing Price Between 03/03/2020 and Date of Sale	<u>Date of Sale</u>	Average Closing Price Between 03/03/2020 and Date of Sale	<u>Date of Sale</u>	Average Closing Price Between 03/03/2020 and Date of Sale
3/3/2020	\$1.98	4/1/2020	\$1.98	5/1/2020	\$1.81
3/4/2020	\$2.08	4/2/2020	\$1.96	5/4/2020	\$1.82
3/5/2020	\$2.09	4/3/2020	\$1.93	5/5/2020	\$1.82
3/6/2020	\$2.05	4/6/2020	\$1.91	5/6/2020	\$1.82
3/9/2020	\$1.99	4/7/2020	\$1.89	5/7/2020	\$1.83
3/10/2020	\$1.90	4/8/2020	\$1.87	5/8/2020	\$1.84
3/11/2020	\$1.90	4/9/2020	\$1.86	5/11/2020	\$1.86
3/12/2020	\$1.92	4/13/2020	\$1.85	5/12/2020	\$1.86
3/13/2020	\$2.00	4/14/2020	\$1.84	5/13/2020	\$1.87
3/16/2020	\$2.07	4/15/2020	\$1.83	5/14/2020	\$1.89
3/17/2020	\$2.07	4/16/2020	\$1.82	5/15/2020	\$1.89
3/18/2020	\$2.04	4/17/2020	\$1.82	5/18/2020	\$1.91
3/19/2020	\$2.07	4/20/2020	\$1.81	5/19/2020	\$1.93
3/20/2020	\$2.07	4/21/2020	\$1.80	5/20/2020	\$1.95
3/23/2020	\$2.07	4/22/2020	\$1.79	5/21/2020	\$1.97
3/24/2020	\$2.08	4/23/2020	\$1.78	5/22/2020	\$1.99
3/25/2020	\$2.08	4/24/2020	\$1.78	5/26/2020	\$2.01
3/26/2020	\$2.08	4/27/2020	\$1.78	5/27/2020	\$2.03
3/27/2020	\$2.06	4/28/2020	\$1.78	5/28/2020	\$2.05
3/30/2020	\$2.04	4/29/2020	\$1.80	5/29/2020	\$2.08
3/31/2020	\$2.01	4/30/2020	\$1.80		

ADDITIONAL PROVISIONS OF THE PLAN OF ALLOCATION

64. Armstrong Flooring common stock purchased on the open market is the only security eligible for recovery under the Plan of Allocation.

described in paragraph (1), the plaintiff's damages shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the security and the mean trading price of the security during the period beginning immediately after dissemination of information correcting the misstatement or omission and ending on the date on which the plaintiff sells or repurchases the security."

65. Purchases and sales of Armstrong Flooring common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of Armstrong Flooring common stock during the Class Period shall not be deemed a purchase or sale of such securities for the calculation of a claimant’s Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/sale of such securities unless (i) the donor or decedent purchased/sold such securities during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such securities; and (iii) it is specifically so provided in the instrument of gift or assignment.

66. In accordance with the Plan of Allocation, the Recognized Loss Amount on any portion of a purchase of Armstrong Flooring common stock that matches against (or “covers”) a “short sale” is zero. The Recognized Loss Amount on a “short sale” that is not covered by a purchase is also zero. In the event that a claimant has an opening short position in Armstrong Flooring common stock at the start of the Class Period, the earliest Class Period purchases shall be matched against such opening short position in accordance with the FIFO matching described above and any portion of such purchases that covers such short sales will not be entitled to recovery. In the event that a claimant newly establishes a short position during the Class Period, the earliest subsequent Class Period purchase shall be matched against such short position on a FIFO basis and will not be entitled to a recovery.

67. The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is \$10.00 or greater. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and a distribution will not be made to that Authorized Claimant.

68. Payment according to this Plan of Allocation will be deemed conclusive against all Authorized Claimants. Recognized Claims will be calculated as defined herein by the Claims Administrator and cannot be less than zero.

69. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of uncashed checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Settlement Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be re-distributed, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such redistribution, to Settlement Class Members who have cashed their checks and who would receive at least \$10.00 from such re-distribution. If any funds shall remain in the Net Settlement Fund six months after such re-distribution, then such balance shall be contributed to the Legal Aid Foundation of Los Angeles or any not-for-profit successor of it.

70. Payment pursuant to the Plan of Allocation, or such other plan as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, their damages expert, Claims Administrator, or other agent designated by Lead Counsel, arising from determinations or distributions to claimants made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Lead Plaintiff, Defendants, and all other Released Defendants shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the Plan of Allocation or the determination, administration, calculation, or payment of any Claim Form or non-performance of the Claims Administrator, the payment or withholding of Taxes owed by the Settlement Fund or any losses incurred in connection therewith.

SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES

71. If you purchased Armstrong Flooring common stock on the open market during the Class Period for the beneficial interest of a person or entity other than yourself, the Court has directed that **WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, YOU MUST EITHER:** (a) provide to the Claims Administrator the name and last known address of each such person or entity; (b) request additional copies of this Postcard Notice from the Claims Administrator, which will be provided to you free of charge, and **WITHIN SEVEN (7) DAYS** of receipt, mail the Postcard Notice directly to all such persons or entities; or (c) request an electronic copy of the Postcard Notice from the Claims Administrator, and **WITHIN SEVEN (7) DAYS** of receipt thereof, email the Postcard Notice directly to all purchasers for which email addresses are available. If they are available, you must also provide the Claims Administrator with the e-mails of the beneficial owners. If you choose to follow procedures (b) or (c), the Court has also directed that, upon making that mailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing was made as directed and keep a record of the names, mailing addresses, and email addresses used. Upon full and timely compliance with these directions, you may seek reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, upon request and submission of appropriate documentation, up to a maximum of \$0.05 plus postage at the current pre-sort rate used by the Claims Administrator per Postcard Notice mailed; \$0.05 per Postcard Notice emailed; or \$0.05 per name, address, and email address provided to the Claims Administrator. All communications concerning the foregoing should be addressed to the Claims Administrator:

Armstrong Flooring, Inc. Securities Litigation
c/o Strategic Claims Services
600 N. Jackson St., Suite 205
P.O. Box 230
Media, PA 19063
Tel.: 866-274-4004
info@strategicclaims.net

SO ORDERED this 22nd day of February 2021.

The Honorable Christina A. Snyder
United States District Judge