
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of Earliest Event Reported): July 30, 2005

SIMMONS BEDDING COMPANY
(formerly known as Simmons Company)

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

333-113861

(Commission File Number)

13-3875743

(I.R.S. Employer Identification No.)

**One Concourse Parkway, Suite 800,
Atlanta, Georgia**

(Address of Principal Executive Offices)

30328-6188

(Zip Code)

(770) 512-7700

(Registrant's Telephone Number, Including Area Code)

N/A

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry Into a Material Agreement

Pursuant to a written offer of employment (the "Offer Letter"), Robert P. Burch started July 30, 2005 with Simmons Bedding Company (the "Company") as Executive Vice President — Operations. The Offer Letter is filed with this report as Exhibit 10.1, its contents are incorporated by reference into this Item 1.01, and its material terms are summarized in Item 5.02 below. The contents of that summary are incorporated into this Item 1.01 by reference.

Item 5.02. Appointment of Principal Officer.

On August 2, 2005, the Company issued a press release announcing the appointment of Robert Burch as its Executive Vice President — Operations. Mr. Burch, age 48, comes to Simmons after 26 years with office furniture manufacturer, Steelcase, Inc., where he most recently held the position of Vice President of Order Fulfillment for North America.

Under the Offer Letter, Mr. Burch will be paid an annual base salary of \$300,000. In addition to his base salary, Mr. Burch will receive a starting bonus of \$200,000 and Mr. Burch's 2005 performance bonus will be no less than \$160,000. Mr. Burch received an option to purchase 66,668 shares of the Company's restricted Class B shares at fair market value. The preceding description of the terms of the Offer Letter is qualified in its entirety by reference to Exhibit 10.1 to this report.

In connection with Mr. Burch's Offer Letter, Mr. Burch signed non-compete and relocation agreements. The non-compete agreement contains usual and customary restrictive covenants, including a two-year non-compete, a duty of non-disclosure, and provisions relating to non-solicitation/no hire of employees or customers and non-disparagement. In the event of a termination without "cause" or departure for "good reason," Mr. Burch is entitled to severance equal to two years salary. The preceding description of the terms of the non-compete agreement is qualified in its entirety by reference to Exhibit 10.2 to this report.

Item 9.01. Financial Statements and Exhibits

(c) Exhibits

- 10.1 Offer of Employment dated July 14, 2005 between Simmons Bedding Company and Robert Burch.
- 10.2 Non-Compete Agreement dated July 14, 2005 between Simmons Bedding Company and Robert Burch.
- 10.3 Relocation Agreement dated July 14, 2005 between Simmons Bedding Company and Robert Burch.
- 99.1 Press release dated as of August 2, 2005.

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, Simmons Bedding Company has duly caused this report to be signed on its behalf by the undersigned thereto duly authorized.

SIMMONS BEDDING COMPANY

By: /s/ William S. Creekmuir
William S. Creekmuir
Executive Vice President and Chief Financial Officer

Date: August 4, 2005

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Exhibit Name</u>
10.1	Offer of Employment dated July 14, 2005 between Simmons Bedding Company and Robert Burch.
10.2	Severance Letter dated August 2, 2005 between Simmons Bedding Company and Robert Burch.
10.3	Relocation Agreement dated July 14, 2005 between Simmons Bedding Company and Robert Burch.
99.1	Press release dated as of August 2, 2005.

July 14, 2005

Mr. Rob Burch
[Address]

Dear Rob:

Congratulations! On behalf of the Simmons Bedding Company it is a pleasure to confirm our offer of employment to you. The position is Executive Vice President of Operations, reporting to the Chairman & CEO, Charlie Eitel. Your anticipated start date is August 1, 2005. The semi-monthly salary for the position is \$12,500 which equates to \$300,000. You are also eligible for participation in the firm's Management Bonus Plan, with a target EBITDA and Sales Performance Based Bonus of 60% of your base salary with no cap.

Simmons agrees to pay a one-time bonus payment of \$200,000 (pre-tax) to be paid during the first 30 days of employment, provided the funds are used to purchase 66,668 shares of Class B stock at a maximum price of \$3.37 per share, with vesting over four years or a maximum 8 years and/or a change of control. The vesting is based on targeted EBITDA for the fiscal years of 05, 06, 07 and 08, with a catch-up provision. If this election is waived, the \$200,000 pre-tax bonus payment will be paid quarterly at \$50,000 per quarter.

Simmons agrees to pay an additional one-time bonus in the amount of \$160,000, less any Simmons earned bonus for 2005, to be paid in April 2006 in lieu of lost bonus from your previous employer. In the event the previously mentioned one-time payment is inadequate to purchase all of the Class B shares, a portion of the second bonus can be drawn with the remaining balance to be paid in April 2006.

Simmons will provide you with four weeks of vacation per year, a car allowance of \$750 per month and relocation assistance per our Level I policy which is attached. We will review the executive benefits package with you during your first few days of employment. These benefits will also include an executive physical, tax and financial planning and we will apply for \$1.0 million of term life insurance, convertible to whole and can be assumed by the associate. Eligibility for group insurance benefits commences on the first day of the month following employment. Based on a start date of August 1, 2005, your benefits eligibility will be September 1, 2005.

You will be eligible to start participating in our 401(k) plan at the first of the month after completing 12 weeks of service. Plan entry dates are the first of each month. If you begin work on August 1, 2005, you will be eligible to enroll in the 401(k) plan on November 1, 2005.

In addition to the benefits listed above, Simmons is offering you a two year severance agreement for a termination without cause. Please review the attached document, sign and return with the offer letter.

Per the Immigration Reform and Control Act of 1986, we are required to verify that you are a citizen of the United States or that you have the legal right to work in the United States. When you report to work, you will be asked to produce ORIGINAL documentation attesting to your status as noted on the attached list of acceptable documentation. These originals will be viewed and returned to you.

We hope that you will find the tools and opportunities to help customize your career and create your success. However, please note that employment with Simmons Bedding Company is not for a specified term and can be terminated by you or Simmons Bedding Company at any time for any reason, with or without cause or advance notice. This offer of employment is contingent on the successful completion of a background check and drug screen.

We look forward to you joining our team and believe you will make an excellent contribution.

Sincerely,

/s/ Rhonda Rousch

Rhonda Rousch
Executive Vice President, Human Resources

Attachments:

- Vesting Schedule for Bonuses
- Relocation Level I
- Severance Letter
- Background Investigation Consent
- Quest Diagnostics Patient Service Centers & Drug Screen Form
- Flexible Spending Reimbursable Expenses
- Simmons Employee Benefits

ACKNOWLEDGEMENT:

I accept the offer of Executive Vice President of Operations and the conditions explained in this letter.

/s/ Robert Burch

Signature

July 18, 2005

Date

July 14, 2005

Mr. Robert Burch
[Address]

Dear Rob:

In consideration of your employment with Simmons, we would like to offer you a two year severance benefit in return for your agreement to certain matters as set out in specific detail below. It is important for you to read this in detail and understand it before you sign it. Do not hesitate to ask questions.

1. SEVERANCE BENEFIT. If you are terminated without Cause (as defined below) by Simmons Bedding Company ("Simmons", "we" or "us"), then until the second anniversary of the date on which termination is effective (the "Termination Date"), you shall be paid severance at a rate equal to 100% of your current salary in effect at the time notice of termination is given, such severance to be paid on a regular pay period basis. You will not be eligible for any bonuses during this two year severance period.

2. RESTRICTIVE COVENANTS. In consideration for the benefit outlined above, you agree to the following:

a) NONCOMPETE. You acknowledge that you will be engaged to perform certain Duties (as defined below) for Simmons. For a period of two years from your Termination Date, you shall not (i) directly or indirectly, perform the Duties for any Competing Entity (defined below) within a radius of 35 miles of any city in which you performed the Duties or in which individuals you directly supervised performed such Duties during the one year period prior to your Termination Date, or (ii) be an owner, partner, investor, consultant, agent, employee, or co-venturer of any Competing Entity. If, during this two year period, Simmons determines that you are competing in violation of this provision, then Simmons may immediately cease making the severance payments described above.

b) NONSOLICITATION OF CUSTOMERS. For a period of two years from your Termination Date, you promise that you will not, directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, actively solicit the business or patronage of any of the clients, customers, or accounts that you managed, serviced, or called upon on Simmons' behalf or about whom you learned Confidential Information, at any time during the one year prior to the Termination Date, for the purpose of selling, marketing, designing or manufacturing mattresses and mattress-related products.

c) NONSOLICITATION OF EMPLOYEES. For a period of two years from your Termination Date, you promise that you will not, directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any non-clerical employee of the Company (as defined below) with whom you had contact while you were performing your Duties, to terminate their employment relationship with the Company.

d) NONDISCLOSURE OF CONFIDENTIAL INFORMATION. You acknowledge that the Company continually develops Confidential Information (as defined below), that you may develop Confidential Information for the Company and that you may learn of Confidential Information during the course of employment. You will comply with the policies and procedures of the Company for protecting Confidential Information and agree not to disclose to any person (except as required by applicable law or for the proper performance of your duties and responsibilities to Simmons), or use for your own benefit or gain, any Confidential Information obtained by you incident to your employment or other association with the Company. You understand that this restriction shall continue for a period of five (5) years after your Termination Date; provided that, for any Confidential Information that constitutes Trade Secrets (as defined below) under applicable law, the restrictions shall continue for as long as such information remains a Trade Secret.

e) PROTECTION OF DOCUMENTS. All documents, records, tapes and other media of every kind and description relating to the business, present or otherwise, of the Company and any copies, in whole or in part, thereof (the "Documents"), whether or not prepared by you, shall be the sole and exclusive property of the Company. You shall safeguard all Documents and shall surrender to Simmons at the time your employment terminates, or at such earlier time or times as the Board or its designee may specify, all Documents then in your possession or control.

f) OUTSIDE ACTIVITIES. You agree that during your employment with Simmons, you will not undertake any outside activity, whether or not competitive with the business of the Company, that could reasonably give rise to a conflict of interest with your duties and obligations to the Company.

g) OWNERSHIP OF SECURITIES. Notwithstanding the provisions in this letter, you shall have the right to (a) invest in or acquire any class of securities issued by any entity that is not a Competing Entity, or (b) acquire as a passive investor (with no involvement in the operations or management of the business) up to 1% of any class of securities which is (i) issued by any Competing Entity, and (ii) publicly traded on a national securities exchange or over-the-counter market.

h) NO DISPARAGEMENT. You agree that for two years following the Termination Date, you will not, directly or indirectly, either in writing or by any other medium, make any disparaging, derogatory or negative statement, comment or remark about the Company, or any of them, or Thomas H. Lee Partners, or any of their respective officers, directors, employees, successors and assigns, affiliates, subsidiaries, as the case may be; provided, however, that this shall not be construed to require you to provide other than truthful testimony when compelled to testify.

3. DEFINITIONS. The terms used above shall have the meanings as set forth below:

"Cause" shall mean any one or more of the following:

(a) You shall have been convicted of, or shall have pleaded guilty or nolo contendere to, any felony or a crime involving fraud, personal dishonesty or moral turpitude (whether or not in connection with your employment);

(b) You shall have repeatedly or consistently failed or refused to perform your duties or fulfill your responsibilities to Simmons, after verbal notice and ten (10) days opportunity to cure;

(c) You shall have breached any provision set forth in this letter or any other material obligation set forth in the offer letter, restricted stock agreement, securityholder agreement or related agreements, company handbook or other company policy; or

(d) You shall have committed any fraud, embezzlement, misappropriation of funds, breach of fiduciary duty or other act of dishonesty against Simmons.

"Company" includes Simmons, its direct and indirect parent companies, THL-SC Bedding Company and Simmons Company, and all of Simmons's direct and indirect subsidiaries and affiliates, and their respective successors and assigns (whether by merger, operation of law or otherwise).

"Competing Entity" means the following mattress manufacturing companies: Serta, Inc., Sealy Corporation, Spring Air Company, Tempur-Pedic International Inc. and King Koil Licensing Company, Inc. and/or any licensee or entity which manufactures mattresses under the following brands: Serta, Sealy, Spring Air, Tempur-Pedic and King Koil.

"Confidential Information" means any and all information of the Company embodied in a writing or other tangible form whether or not constituting a Trade Secret which is or has been disclosed to you or of which you became aware as a consequence of or through your relationship to the Company and which has value to the Company and is not generally known to its competitors. Without limiting the foregoing, "Confidential Information" shall include: (a) all items of information that could be classified as a Trade Secret; (b) the names, addresses and special needs or requirements of the customers of the Company and the nature and amount of business done with such customers; (c) the names and addresses of employees and other business contacts of the Company; (d) the particular names, methods and procedures utilized by the Company in the conduct and advertising of their business; (e) application, operating system, communication and other computer software and derivatives thereof, including, without limitation, sources and object codes, flow charts, coding sheets, routines, subrouting and related documentation and manuals of the Company; and (f) marketing techniques, purchasing information, pricing policies, quoting procedures, financial information, customer data and other materials or information relating to the Company's manner of doing business. Confidential Information shall not include any data or information that has been voluntarily disclosed to the public by the Company (except where such public disclosure has been made by you without authorization) or that has been independently developed

and disclosed by others, or that otherwise enters the public domain through lawful means.

"Duties" means those duties described on the Exhibit A attached.

"Trade Secret" shall have the meaning as defined in Section 10-1-761 of the Official Code of Georgia Annotated.

4. OTHER.

a) The restrictive covenants outlined above are intended to and you agree that they do amend and replace any less restrictive covenants set forth in the Restricted Stock Agreement that you intend to enter into with Simmons Company.

b) You agree that your breach of these provisions cannot reasonably or adequately be compensated in damages in an action at law; and that such a breach will cause us irreparable injury and damage. Therefore, in addition to other remedies we may have, you agree that we are entitled to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach by you of these terms; provided, however, that this shall not be considered a waiver against the pursuit of other legal or equitable remedies in the event of such a breach.

c) You agree to keep the terms and the existence of this letter agreement strictly confidential and not to disclose the terms or the existence of the same to anyone, except that you may disclose such information as required by law or to your spouse, investment advisor, tax advisor, accountant and attorney in strictest confidence. You agree that Simmons may disclose this letter agreement if required by law.

To accept the terms outlined above, please sign and return this to me.

Very truly yours,

SIMMONS COMPANY
SIMMONS BEDDING COMPANY

/s/ Charlie Eitel

Charlie Eitel
Chairman and Chief Executive Officer

I accept the terms and conditions outlined above.

/s/ Robert Burch

Robert Burch

EXHIBIT A

DESCRIPTION OF "DUTIES" FOR EXECUTIVE VICE PRESIDENT OF OPERATIONS

Date: July 14, 2005

"Duties" include:

- o Operations/Technology - To provide C-level operations and technology leadership necessary to execute the company's strategies to achieve revenue, profitability, market share and customer satisfaction goals.
- o Organizational Management -- To ensure the right people are in the right jobs, and provide them with the necessary resources and direction to allow them to work towards and achieve common goals. Cultivate a culture of accountability, teamwork, enthusiasm, diversity, mutual respect, and trust down to the plant floor level.
- o Financial Management -- Combine technical knowledge with a strong financial discipline to support quantitative business analysis in decision-making, appropriate cost controls, the planning and budgeting process, and management performance metrics.
- o Market Support -- Provide a market and customer orientation within the operations functions, including direct involvement with customers, where appropriate. Recognize the value of the brand and ensure the company maintains its competitive position by delivering leading edge technologies, processes and systems which produce products recognized for performance, styling, consistent quality and outstanding value.
- o Policy Level Communications and Coordination -- To drive communications, coordination and cooperation between operations and all functional and line areas of the company in a team-oriented culture which maximizes decisions and results.
- o Industry and Community Presence -- To represent the company's operations interests within the industry, to regulatory authorities and within the communities where the company operates. Ensure the company is a good corporate citizen in each of these communities and an employer of choice.
- o Acquisitions Support -- Provide the operations component in the due diligence process surrounding potential acquisitions and the critical integration of the acquired operations to achieve expected operations synergies and bottom line results.
- o Management Leadership Group -- To contribute as an active team member of the company's senior management team working with the Chief Executive Officer and other senior managers, contributing to decisions which affect the enterprise as a whole. Communicate results, strategic plans and capital requirements to this team and at the board level, when appropriate.

Please sign below to acknowledge the identification of "Duties" above:

/s/ Robert Burch

Robert Burch

Dear Rob,

As per our discussion, the Simmons Company will assist with your relocation to CITY LOCATION as detailed in the guidelines below. Upon receipt of this agreement, the Simmons Company will notify our APPROVED RELOCATION vendors who will initiate contact with you. To ensure timely attention to your relocation, please provide your current contact information at the end of this form. If you have any questions regarding your relocation assistance package, please contact the Corporate Recruiter in the Human Resources department.

Home finding: Simmons will reimburse the associate for the costs of two (2) house-hunting trips for you and your spouse. This includes coach round-trip travel, reasonable lodging, meals, and local transportation for up to a maximum of eight (8) days and nine (9) nights. If a personal automobile is used, mileage will be reimbursed at the current mileage allowance rate.

Temporary Living: You will be reimbursed for temporary living expenses for up to a sixty (60) day maximum. If an extension is required, it will need to be approved by your manager and the Executive VP of Human Resources. Temporary living expenses are defined as lodging and meals not to exceed \$150 per day. If there is a necessary extended delay in family relocation, Simmons will reimburse the cost of a round-trip, economy class airfare, or personal automobile use, for you to return home at two-week intervals for a maximum of 3 three trips.

Movement of Household Goods: The cost of packing, crating, insuring, and movement of household goods will be the responsibility of the Simmons Company. The Corporate Distribution and Traffic Department will handle all arrangements for the movement of household goods. The Corporate Recruiter will verify authorization of your move with the traffic department. Any further communication with regard to the movement of your household goods will be between you and the traffic department.

Where temporary storage of household goods is necessary, Simmons will pay such charges up to a maximum of 90 days. Local moving charges to remove household goods from storage will be paid by Simmons if the charges occur within that 90-day period only.

Simmons will pay to transport one automobile by van and will pay mileage at the current rate to transport a second automobile unless this is a cross-country move, in which case Simmons will pay to transport two (2) automobiles by van.

Simmons will not pay for the moving of aircraft, boats, house trailers, animals, firewood, plants, shrubbery, or combustible items such as building materials, alcoholic beverages, articles of extraordinary value (jewelry, precious stones, stamp collections, wills, stocks, etc...), frozen food or the contents of deep freezers requiring special refrigerated service, or any items requiring special handling or equipment. The Executive VP of Human Resources must make any exceptions to this provision.

Travel to New Location: Simmons will reimburse the costs of transportation, lodging, and meals for you and your family when traveling to the new location. You will be reimbursed at the current mileage rate for up to two (2) automobiles. The most direct route to the new location should be used. If you drive only one (1) automobile, a second automobile may be shipped as a part of your household goods move.

In the case of a cross-country move, costs will be reimbursed by Simmons and are not to exceed the cost of coach/standard airfare and the cost of the shipment of two (2) automobiles.

Lease Cancellation and Rental Agreements: If you rent at your old place of residence, Simmons will reimburse you for any forfeiture of deposit, penalty, or additional rent paid as a result of breaking or terminating a lease in order to relocate. The maximum reimbursable amount is the equivalent of two (2) months rent.

Sale of Home in Old Location: Simmons Company will reimburse you for normal agent's commissions and reasonable legal fees connected with sale of the present home. Closing costs paid by you as the seller as an inducement to the purchaser are not reimbursable.

Purchase of New Residence: If you own a home at the old location and purchase at the new location, you will be reimbursed for the normal expenses associated with the purchase. Reimbursement will be limited to a period of one (1) year from the date of the assignment at the new location. Reimbursable expenses, commonly known as closing costs, can include:

- o Survey charge
- o Home inspection report fee
- o Title search and title insurance fee
- o Legal, attorney, or escrow agent fees
- o Transfer fees or transfer taxes
- o Recording fees

Up to a total of 2% of the mortgage amount for any one of any combination of the following:

- o Origination Fees
- o Application Fees
- o Processing Fees
- o Commitment Fees

Loss of Annual Fees: Consideration will be given for reimbursement on a pro-rata basis for certain prepaid items such as annual memberships or tuition, which cannot be recovered and which cannot be utilized because of the move.

Documentation and signed approval by the Hiring Manager and the Human Resources Manager will be required for reimbursement.

Allowance for Miscellaneous Items: To assist you with miscellaneous expenses incurred during your move, Simmons will pay a \$1,500 special allowance. This allowance is paid approximately one week before your move to the new location. The amount is put on an expense report, signed off by the Hiring Manager, and then sent to the Corporate Recruiter for approval and processing.

Tax Assistance (Gross-Up): A tax gross-up will be added to the portion of relocation expense reimbursements that are taxable, but not deductible. There will be no gross-up on those expenses, which are deductible by the associate.

Tax Regulations Applicable to Moving Expenses: IRS regulations require that all moving expenses reimbursed or paid on behalf of the Simmons Company must be included in your taxable income. Please contact the Simmons Tax Department in the event that you have questions regarding taxable relocation expenses per IRS guidelines.

Expense Report Procedures: All requests for reimbursement should be made via expense report, which should be approved by the new manager and forwarded to the Corporate Recruiter for final review and approval. All expenses claimed should be supported by appropriate documentation. Please note that no expenses will be paid until the Corporate Recruiter receives an executed copy of the Voluntary Separation Form from the relocating associate.

Simmons Company will provide you with the Relocation Assistance Package as indicated above to pay for your moving related expenses, reimbursable through submitting expense reports and receipts. This is a complete agreement regarding your relocation assistance package and supersedes all

prior agreements, and can only be amended in writing signed by you and the Executive VP of Human Resources.

Read and Agreed:
/s/ Rob Burch

July 18, 2005

NAME AND DATE

Street Address:

City, State, and Zip:

Home Phone:

Personal Email Address:

CORPORATE HUMAN RESOURCES

SIMMONS NAMES NEW EXECUTIVE VICE PRESIDENT OF OPERATIONS

(ATLANTA -- AUGUST 2, 2005) -- Simmons Bedding Company announced today that Robert Burch has joined its executive leadership team, assuming the role of Executive Vice President of Operations as part of its corporate restructuring plan. Mr. Burch comes to Simmons after 26 years with office furniture manufacturer, Steelcase Inc., where he most recently held the position of Vice President of Order Fulfillment for North America.

In this role at Steelcase, Mr. Burch led the rationalization of order management functions, implemented new planning scheduling systems, and developed a new logistics and transportation network for North America. Prior to this assignment, Mr. Burch led Steelcase's North American Core Product Manufacturing and introduced lean manufacturing programs based on the Toyota manufacturing system. Mr. Burch led product development in North America before his manufacturing leadership assignment.

"We are confident that Rob's superior management skills and experience in world class manufacturing and logistics will be significant assets to our global business processes," said Charlie Eitel, Simmons' Chairman and CEO. "We look forward to tapping into Rob's expertise to further streamline our operations and strengthen our leadership position in the industry."

As Executive Vice President of Operations, Mr. Burch's main responsibilities will be Simmons' manufacturing, supply chain, quality and process engineering functions throughout the United States. Reporting to Mr. Eitel, he will oversee the work of more than 2,000 employees at 20 different manufacturing facilities.

"It is an honor for me to join the Simmons team. We have a great opportunity to further transform our key operations processes into best-in-class performance to achieve additional competitive advantages," said Mr. Burch.

For more information on Simmons, please visit www.simmons.com.

About Simmons Bedding Company

Atlanta-based Simmons Bedding Company is one of the world's largest mattress manufacturers, manufacturing and marketing a broad range of products including Beautyrest(R), BackCare(R), BackCare Kids(R), Olympic(R) Queen, Deep Sleep(R) and HealthSmart(TM). The Company operates 17 conventional bedding manufacturing facilities and three juvenile bedding manufacturing facilities across the United States and Puerto Rico. Simmons is committed to developing superior mattresses and promoting a higher quality sleep for consumers around the world. For more information, visit the Company's website at www.simmons.com.

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This press release includes forward-looking statements that reflect Simmons' current views about future events and financial performance. Words such as "estimates," "expects," "anticipates," "projects," "plans," "intends," "believes," "forecasts" and variations of such words or similar expressions that predict or indicate future events, results or trends, or that do not relate to historical matters, identify forward-looking statements. The forward-looking statements in this press release speak only as of the date of this release. These forward-looking statements are expressed in good faith and we believe there is a reasonable basis for them. However, there can be no assurance that the events, results or trends identified in these forward-looking statements will occur or be achieved. Investors should not rely on forward-looking statements because they are subject to a variety of risks, uncertainties, and other factors that could cause actual results to differ materially from Simmons' expectations. These factors include, but are not limited to: (i) competitive and pricing pressures in the bedding industry; (ii) legal and regulatory requirements; (iii) the success of new products, including HealthSmart(TM); (iv) Simmons' relationships with Simmons' major suppliers; (v) fluctuations in costs of raw materials; (vi) Simmons' relationship with significant customers and licensees; (vii) Simmons' labor relations; (viii) departure of key personnel; (ix) encroachments on Simmons' intellectual property; (x) product liability claims; (xi) the timing, cost and success of opening new manufacturing facilities; (xii) Simmons' level of indebtedness; (xiii) interest rate risks; (xiv) compliance with covenants in Simmons' debt agreements; (xv) future acquisitions; (xvi) an increase in return rates; (xvii) our ability to achieve the expected benefits from the corporate realignment; and (xviii) other risks and factors identified from time to time in our and our predecessor's reports filed with the Securities and Exchange Commission. We undertake no obligation to update or revise any forward-looking statements, either to reflect new developments or for any other reason.