
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): April 7, 2006

SIMMONS COMPANY

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

333-124138

(Commission File Number)

One Concourse Parkway, Suite 800,
Atlanta, Georgia

(Address of Principal Executive Offices)

20-0646221

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

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))
-
-

Item 1.01. Entry Into a Material Agreement

Pursuant to a written offer of employment dated March 30, 2006 (the "Offer Letter"), Kimberly A. Samon was named Senior Vice President — Human Resources and Assistant Secretary of Simmons Company ("Company") and our indirect subsidiary Simmons Bedding Company ("Simmons Bedding"), beginning April 7, 2006. 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 April 7, 2006, Simmons Bedding issued a press release announcing the appointment of Kimberly A. Samon as its Senior Vice President – Human Resources and Assistant Secretary. Prior to joining Simmons Bedding, from April 2004 to April 2006, Ms. Samon, age 38, was a co-founder and partner of the law firm W. Edwin Litton, LLC and a co-owner and chief executive officer of Olivia Litton International, a human resource consulting company. From April 2003 to February 2004, Ms. Samon was a Director – Human Resources, East for Fedex Corporation's office and print center business unit, formerly Kinko's Inc. From April 2002 to March 2003, Ms. Samon was a Human Resources Practice Leader for Lacerte Technologies, Inc. From January 1998 to December 2001, Ms. Samon worked for HQ Global Workplaces, Inc. in various positions including Senior Vice President and Chief People Officer/Labor and Employment Counsel.

Under the Offer Letter, Ms. Samon will be paid an annual base salary of \$225,000. In addition to her base salary, Ms. Samon will be awarded 10,000 shares of our restricted Class B shares at \$0.01 per share. 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 Ms. Samon's Offer Letter, Ms. Samon signed a non-compete agreement. The non-compete agreement contains usual and customary restrictive covenants, including a one-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" after six months of employment, Ms. Samon is entitled to severance equal to twelve months 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 March 30, 2006 between Simmons Bedding Company and Kimberly A. Samon.
- 10.2 Non-Compete Agreement dated March 30, 2006 between Simmons Bedding Company, Simmons Company and Kimberly A. Samon.
- 99.1 Press release dated as of April 7, 2006.

SIGNATURES

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

SIMMONS COMPANY

By: /s/ William S. Creekmuir

William S. Creekmuir
Executive Vice President and Chief Financial Officer

Date: April 13, 2006

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Exhibit Name</u>
10.1	Offer of Employment dated March 30, 2006 between Simmons Bedding Company and Kimberly A. Samon.
10.2	Non-Compete Agreement dated March 30, 2006 between Simmons Bedding Company, Simmons Company and Kimberly A. Samon.
99.1	Press release dated as of April 7, 2006.

March 30, 2006

Ms. Kimberly Samon
14595 Creek Club Drive
Alpharetta, GA 30004

Dear Kimberly:

Congratulations! On behalf of the Simmons Bedding Company it is a pleasure to confirm our offer of employment to you. The position is Senior Vice President - Human Resources, reporting to the Chairman & CEO, Charlie Eitel. Your anticipated start date is April 7, 2006. The semi-monthly salary for the position is \$9,375 which equates to \$225,000 annually. You are also eligible for participation in the firm's Management Bonus Plan (a copy of which is attached), with a target EBITDA and Sales Performance Based Bonus of 42.5% of your base salary with no cap.

Simmons agrees to issue you 10,000 shares of Class B stock, with vesting over four years which may be accelerated depending on our performance upon a change of control. These shares will be issued upon formal approval by the Board of Directors of the same. You will pay \$0.01 per share as well as the taxes due on the difference between the then current fair market value of the shares as of the date of issuance and the \$0.01 per share that you paid.

Simmons will provide you with three weeks of vacation per year and a car allowance of \$750 per month. We will review the executive benefits package with you during your first few days of employment. These benefits will also include an executive physical, 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 April 7, 2006, your benefits eligibility will be May 1, 2006.

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.

In addition to the benefits listed above, Simmons is offering you a one year severance agreement for a termination without cause, provided that you will not be entitled to such severance during the first six months of your employment unless you are terminated as a result of a change of control of the Company (as more clearly specified in the attached 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.

Please sign below to acknowledge the terms of this offer and return to Kristen McGuffey, Senior Vice President and General Counsel. You will also need to sign and return the Severance Letter Agreement attached.

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

Sincerely,

William S. Creekmuir
Executive Vice President and Chief Financial Officer

Attachments:

- Management Bonus Plan
- Severance Letter Agreement
- Background Investigation Consent
- Quest Diagnostics Patient Service Centers & Drug Screen Form
- Flexible Spending Reimbursable Expenses
- Simmons Employee Benefits

ACKNOWLEDGEMENT:

I accept the offer of Senior Vice President - Human Resources and the conditions explained in this letter.

/s/ Kimberly A. Samon

Signature

Date

March 30, 2006

Kimberly A. Samon
14595 Creek Club Drive
Alpharetta, GA 30004

Dear Ms. Samon:

As part of our offer of employment to you for the position of Senior Vice President of Human Resources, your status will be that of an at-will employee of Simmons Bedding Company. However, we are offering you, among other things, the ability to earn one year of severance benefits should your employment with us be terminated other than for Cause (as defined below) after six (6) months of continuous employment. The specific details of this letter agreement ("Agreement") are outlined below. It is important for you to read this in detail and understand it before you sign it. We also encourage you to consult with an attorney (at your own expense) before signing this Agreement, to the extent you deem appropriate. Do not hesitate to ask questions.

1. CONSIDERATION. THIS AGREEMENT IS MADE BETWEEN KIMBERLY A. SAMON (THE "EMPLOYEE" OR "YOU") AND SIMMONS COMPANY (p/k/a THL BEDDING HOLDING COMPANY), A DELAWARE CORPORATION, ("HOLDINGS"), AND SIMMONS BEDDING COMPANY, (p/k/a SIMMONS COMPANY), A DELAWARE CORPORATION, ALONG WITH ITS SUBSIDIARIES, PARENTS, JOINT VENTURES, AFFILIATED ENTITIES, AND INCLUDES ITS SUCCESSORS AND ASSIGNS OR ANY SUCH RELATED ENTITIES (THE "COMPANY"). IN CONSIDERATION OF CONTINUED EMPLOYMENT AND FUTURE WAGES AND EMPLOYMENT BENEFITS TO YOU, PAYMENT OF WHICH DURING THE PERIOD OF YOUR EMPLOYMENT IS A CONDITION OF THIS AGREEMENT, AND IN CONSIDERATION OF THE PROMISES AND COVENANTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH CONSIDERATION ARE HEREBY ACKNOWLEDGED, YOU AGREE AS FOLLOWS:

2. Severance Benefits.

a. Discharge other than for Cause. If you have been continuously employed by the Company for at least six (6) months and your employment is terminated by the Company other than for "Cause," as defined in Section 2.b. below, you shall continue to receive your regular annual base salary in effect on the date of termination, excluding bonus(es) and any other compensation, paid at regular payroll intervals for twelve (12) months following the termination date, less applicable withholdings ("Severance Pay"); provided, however, should you violate any provision of this Agreement, including and especially Section 3, you shall not be entitled to any Severance Pay, and the Company shall be entitled to cease such payments. Further, you will only receive Severance Pay under this Section if you sign a general release form furnished by the Company, such release to be provided to you at the time you are notified of the termination. That form may include any provision customary in formal settlement agreements and general releases, to the fullest extent lawful, including such things as: your release of the Company and all conceivably related persons, entities or affiliates, from all known and unknown claims; your covenant never in the future to pursue any released claim; and your promise never to seek employment with the Company in the future. You acknowledge and agree that Severance Pay under this Section made on normal pay dates shall not be construed as an extension of employment.

b. Discharge for Cause. If the Company terminates your employment for Cause at any time as set forth herein, you shall not receive any of the benefits set forth in Section 2.a. above. As used herein, "Cause" shall mean the Company's good-faith belief at the time of the termination of:

(a) any failure and/or refusal by you to follow the Company's reasonable and lawful directions or any failure and/or refusal by you to perform your essential duties (other than by reason of physical or mental illness, injury, or condition);

(b) any failure and/or refusal by you to comply with Company policies; or

(c) your engaging in any conduct that is or may be dishonest, unlawful or disreputable, or is to the possible detriment of the Company or your own reputation.

c. Termination by the Employee. In the event that you terminate your employment with the Company for any reason at any time, you shall not receive any of the benefits set forth in Section 2.a.

d. Termination by Change of Control. If your employment is terminated by the Company during the first six (6) months of your employment due to a change in control of the Company, you shall be entitled to the Severance Pay defined in Section 2.a., subject to the conditions set forth therein.

e. All Terminations. Notwithstanding anything else set forth above in this Section 2, you shall be bound by the restrictive covenant obligations pursuant to Section 3 upon termination of your employment with the Company, regardless of whether the Company or you terminated your employment or whether the termination was for Cause or other than for Cause.

3. Restrictive Covenants.

a. Definitions:

(1) "Business of the Company" means the highly competitive business of developing, manufacturing, marketing, distributing, and/or selling sleep products, including mattresses, foundations, changing pads and covers, and bedding components for the same.

(2) "Competitive Business(es)" include any firm, partnership, joint venture, corporation and/or any other entity and/or person, including but not limited to Sealy Corporation, Serta International, Spring Air Company, Select Comfort Corporation, Tempur-Pedic International, Inc., King Koil Licensing Company, Inc., and/or any licensee of such entity, that develops, manufactures, markets, distributes, and/or sells any of the sleep products described in Section 3.a.(1).

(3) Your "Job Duties" are those duties described in Exhibit A, attached hereto, as well as those duties as may from time-to-time reasonably be prescribed by the Company during the period of your employment with the Company.

(4) "Customers" means any firm, partnership, corporation and/or any other entity and/or person that purchased or purchases from the Company any of the sleep products described in Section 3.a.(1).

(5) "Customer Prospects" means any firm, partnership, corporation and/or any other entity and/or person reasonably expected by the Company to purchase from the Company any of the sleep products described in Section 3.a.(1).

(6) "Vendors" means any individual and/or entity that provided goods and services to the Company.

(7) "Material Contact" means personal contact or the supervision of the efforts of those who have direct personal contact with a Customers, Customer Prospects, or Vendors in an effort to initiate or further a business relationship between the Company and such Customers, Customer Prospects, or Vendors.

(8) "Confidential Information" means information about the Company and its Customers, Customer Prospects, and/or Vendors that is not generally known outside of the Company, which you will learn of in connection with your employment with the Company. Confidential Information may include, without limitation: (1) the terms of this Agreement, except as necessary to inform a subsequent employer of the restrictive covenants contained herein and/or your attorney, spouse, or professional tax advisor and, even as to such a person, only if the person agrees to honor this confidentiality requirement; (2) the Company's business policies, finances, and business plans; (3) the Company's financial projections, including but not limited to, annual sales forecasts and targets and any computation(s) of the market share of Customers and/or Customer Prospects; (4) sales information relating to the Company's product roll-outs; (5) customized software, marketing tools, and/or supplies that you may be provided access to by the Company and/or may create; (6) the identity of the Company's Customers, Customer Prospects, and/or Vendors (including names, addresses, and telephone numbers of Customers, Customer Prospects, and/or Vendors); (7) any list(s) of the Company's Customers, Customer Prospects, and/or Vendors; (8) the account terms and pricing upon which the Company obtains products and services from its Vendors; (9) the account terms and pricing of sales contracts between the Company and its Customers; (10) the proposed account terms and pricing of sales contracts between the Company and its Customer Prospects; (11) the names and addresses of the Company's employees and other business contacts of the Company; and (12) the techniques, methods, and strategies by which the Company develops, manufactures, markets, distributes, and/or sells any of the sleep products described in Section 3.a.(1).

(9) "Trade Secrets" means Confidential Information which meets the additional requirements of the Delaware Uniform Trade Secrets Act ("DUTSA"), 6 DEL. CODE ANN. Sections 2001-2011, and/or under any other applicable law.

(10) "Proprietary Rights" means any and all inventions, discoveries, developments, methods, processes, compositions, works, supplier and customer lists (including information relating to the generation and updating thereof), concepts, and ideas (whether or not

patentable or copyrightable) conceived, made, developed, created, or reduced to practice by you (whether at the request or suggestion of the Company or otherwise, whether alone or in conjunction with others, and whether during regular hours of work or otherwise) prior to or during your employment, which may be directly or indirectly useful in, or related to, the Business of the Company or any business or products contemplated by the Company while you were or are an employee, officer, or director of the Company.

b. You agree that your work for the Company will bring you into close contact with many of the Company's Customers, Customer Prospects, Vendors, Trade Secrets, and Confidential Information. You further agree that the covenants in this Section 3 are reasonable and necessary to protect the Company's legitimate business interests and its Customer, Customer Prospect, and/or Vendor relationships, Trade Secrets, and Confidential Information.

c. You agree to faithfully perform the duties assigned to you and will not engage in any other employment or business activity while employed by the Company that might interfere with your full-time performance of your duties for the Company or cause a conflict of interest. You agree to abide by all of the Company's policies and procedures, which may be amended from time-to-time.

d. You agree that, due to your position, your engaging in any activity that may breach this Agreement will cause the Company great, immediate, and irreparable harm.

e. Duty of Confidentiality. You agree that during your employment with the Company and for a period of five (5) years following the termination of such employment for any reason, you shall not directly or indirectly divulge or make use of any Confidential Information outside of your employment with the Company (so long as the information remains confidential) without the prior written consent of the Company. You shall not directly or indirectly misappropriate, divulge, or make use of Trade Secrets for an indefinite period of time, so long as the information remains a Trade Secret as defined by the DUTSA and/or any other applicable law. You further agree that if you are questioned about information subject to this agreement by anyone not authorized to receive such information, you will notify the Company's General Counsel within 24 hours. You acknowledge that applicable law may impose longer duties of non-disclosure, especially for Trade Secrets, and that such longer periods are not shortened by this Agreement.

f. Return of Confidential Information And Company Property. You agree to return all Confidential Information and/or Trade Secrets within three (3) calendar days following the termination of your employment for any reason. To the extent you maintain Confidential Information and/or Trade Secrets in electronic form on any computers or other electronic devices owned by you, you agree to irretrievably delete all such information and to confirm the fact of deletion in writing within three (3) calendar days following termination of employment with the Company for any reason. You also agree to return all property in your possession at the time of the termination of the employment with the Company, including but not limited to all documents, records, tapes, and other media of every kind and description relating to the Business of the Company and its Customers, Customer Prospects, and/or Vendors, and any copies, in whole or in part, whether or not prepared by you, all of which shall remain the sole and exclusive property of the Company.

g. Proprietary Rights. Proprietary Rights shall be promptly and fully disclosed by you to the Company's General Counsel and shall be the exclusive property of the Company as against you and your successors, heirs, devisees, legatees and assigns. You hereby assign to the Company your entire right, title, and interest therein and shall promptly deliver to the Company all papers, drawings, models, data, and other material relating to any of the foregoing Proprietary Rights conceived, made, developed, created or reduced to practice by you as aforesaid. All copyrightable Proprietary Rights shall be considered "works made for hire." You shall, upon the Company's request and at its expense, execute any documents necessary or advisable in the opinion of the Company's counsel to assign, and confirm the Company's title in the foregoing Proprietary Rights and to direct issuance of patents or copyrights to the Company with respect to such Proprietary Rights as are the Company's exclusive property as against you and your successors, heirs, devisees, legatees and assigns under this Section 3.g. or to vest in the Company title to such Proprietary Rights as against you and your successors, heirs, devisees, legatees and assigns, the expense of securing any such patent or copyright, however, to be borne by the Company.

h. Non-Competition. You covenant and agree that, during the term of your employment with the Company and for twelve (12) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, anywhere in the Continental United States, on behalf of any Competitive Business perform the same or substantially the same Job Duties.

i. Non-Solicitation of Customers, Customer Prospects, and Vendors. You also covenant and agree that during the term of your employment with the Company and for twelve (12) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, and/or Vendors with whom you had Material Contact during the last two (2) years of your employment with the Company.

j. Non-Solicitation of Employees. You also covenant and agree that during the term of your employment with the Company and for twelve (12) months after the termination thereof, regardless of the reason for the employment termination, 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 with whom you had personal contact or supervised while performing your Job Duties, to terminate their employment relationship with the Company.

k. False Claims Representations, Cooperation and Promises. You also agree to disclose to the Company any information you learn concerning any conduct involving the Company that you have any reason to believe may be unlawful. You promise to cooperate fully with the Company during and after your employment with the Company in any investigation the Company undertakes into matters occurring during your employment with Company. You agree that, as and when requested by the Company whether during or after your employment with the Company, you will fully cooperate with Company in effecting a smooth transition of your responsibilities to others. If requested by the Company, you will promptly and fully respond to all inquiries from the Company and its representatives relating to any claims or lawsuits which

relate to matters which occurred during your employment with the Company. If you are contacted as a potential witness to any claim or in any litigation at any time, you will notify Company of any such contact or request within one (1) day after learning of it and will permit the Company to take all steps it deems to be appropriate, if any, to prevent your involvement, or to be present during any such discussions. This Section does not prohibit your participation as a witness to the extent otherwise legally required but does require that you provide Company with notice and the opportunity to object and/or participate.

4. At-Will Status. You acknowledge and agree that nothing in this Agreement is a guarantee or assurance of employment for any specific period of time. Rather, you understand that you are an at-will employee and that the Company may terminate your employment at any time for any reason. You are similarly free to resign at any time for any reason. You also expressly understand that the terms and conditions in Section 2 above do not guarantee employment for any specific period of time or otherwise alter your at-will employment status, but are solely included to set forth amounts and benefits potentially available to you at the termination of your employment.

5. Governing Law and Remedies. In addition to any other remedies at law or in equity it may have, each party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in connection with a breach of the provisions of this Agreement. The Company and you acknowledge and agree that they are bound by their arbitration obligations under Exhibit B attached hereto, which the Company and you also hereby agree to execute contemporaneously and is an integral part of this Agreement. The Company and you agree and acknowledge that all provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware exclusively and without reference to principles of conflict of laws; provided, however, the Federal Arbitration Act ("FAA") will supersede state laws to the extent inconsistent. The Arbitrator(s) shall have no authority to apply the law of any other jurisdiction.

/s/ KAS

YOUR INITIALS TO ACKNOWLEDGE AGREEMENT TO GOVERNING LAW AND REMEDIES
PROVISION IN SECTION 5.

6. Construction of Agreement. The covenants contained herein shall be presumed to be enforceable, and any reading causing unenforceability shall yield to a construction permitting enforcement. If any single covenant or clause shall be found unenforceable, it shall be severed and the remaining covenants and clauses shall be enforced in accordance with the tenor of the Agreement. In the event the Arbitrator(s) should determine not to enforce a covenant as written due to overbreadth, the parties specifically agree that said covenant shall be modified and enforced to the extent reasonable, whether said modifications are in time, territory, or scope of prohibited activities.

7. Entire Agreement. This Agreement, which includes Exhibits A and B, represents the entire understanding between the Company, Holdings, and you on the matters addressed herein and may not be modified, changed or altered by any promise or statement by the Company or Holdings other than in writing signed by you and an authorized representative of Company and Holdings. This Agreement supersedes any and all prior agreement(s) between the Company

EXHIBIT A - JOB DUTIES

Senior Vice President of Human Resources

The Employee's Job Duties include the following:

- Develop and implement the Company's strategic human resources plan.
- Conduct day-to-day management of all human resources functions.
- Provide advice regarding human resources decisions and initiatives to management.
- Manage and develop technology in human resources programs and develop techniques to enhance communications within the Company.
- Establish and emphasize Company employment standards and diversity programs and implement them through staffing, training, and recruiting efforts.
- Administer and improve the Company's performance management system, ensuring the development of key managers and executives.
- Develop, maintain, interpret, and ensure uniform compliance of corporate personnel policies, standards and procedures, as well as training and development programs.
- Review, administer, and revise the Company's compensation and benefits programs for all employment levels.
- Ensure the Company's compliance with all relevant federal and state employment laws, representing the Company in relevant litigation matters and managing the Company's labor relations, including contract negotiations and grievances.

Initials
(Employee)

Initials
(Company)

EXHIBIT B - ARBITRATION CLAUSE

(1) IN CONSIDERATION OF THE BENEFITS DESCRIBED IN THE LETTER AGREEMENT EXECUTED BY KIMBERLY A. SAMON (THE "EMPLOYEE" OR "YOU") AND SIMMONS COMPANY (P/K/A THL BEDDING HOLDING COMPANY), A DELAWARE CORPORATION, ("HOLDINGS"), AND SIMMONS BEDDING COMPANY, (P/K/A SIMMONS COMPANY), A DELAWARE CORPORATION, ALONG WITH ITS SUBSIDIARIES, PARENTS, JOINT VENTURES, AFFILIATED ENTITIES, AND INCLUDES ITS SUCCESSORS AND ASSIGNS OR ANY SUCH RELATED ENTITIES (THE "COMPANY") ON THE SAME DATE HERETO AND INTO WHICH THIS EXHIBIT B IS INCORPORATED, ("AGREEMENT"), THE PARTIES HEREBY AGREE THAT ANY CONTROVERSY OR CLAIM ARISING UNDER FEDERAL, STATE AND LOCAL STATUTORY OR COMMON OR CONTRACT LAW BETWEEN THE COMPANY AND/OR HOLDINGS AND YOU INVOLVING THE CONSTRUCTION OR APPLICATION OF ANY OF THE TERMS, PROVISIONS, OR CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT, AND/OR FRAUD, MUST BE SUBMITTED TO ARBITRATION ON THE WRITTEN REQUEST OF THE PARTIES SERVED ON THE OTHER. ARBITRATION SHALL BE THE EXCLUSIVE FORUM FOR ANY SUCH CONTROVERSY. FOR EXAMPLE, IF THE COMPANY AND YOU DISAGREE AS TO WHETHER THE COMPANY HAD CAUSE, AS DEFINED BY THE AGREEMENT, TO TERMINATE YOUR EMPLOYMENT OR IF THE COMPANY AND YOU HAVE A DISPUTE CONCERNING THE INTERPRETATION OR ENFORCEABILITY OF ONE OR MORE RESTRICTIVE COVENANTS, THE PARTIES WILL RESOLVE THE DISPUTE EXCLUSIVELY THROUGH ARBITRATION. THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING ON THE PARTIES.

(2) IF ANY CLAIM OR CAUSE OF ACTION AT LAW OR IN EQUITY IS FILED BY A PARTY IN ANY STATE OR FEDERAL COURT WHICH RESULTS IN ARBITRATION BEING COMPELLED AND/OR THE CLAIM OR CAUSE OF ACTION BEING DISMISSED, STAYED, AND/OR REMOVED TO ARBITRATION PURSUANT TO THIS AGREEMENT, THE PARTY WHO INSTITUTED THE CLAIM OR CAUSE OF ACTION IN STATE OR FEDERAL COURT, EITHER WHOLLY OR IN SUBSTANTIAL PART, SHALL, AT THE DISCRETION OF THE ARBITRATOR(S), REIMBURSE THE RESPONDENT FOR ITS REASONABLE ATTORNEYS' FEES, COSTS, AND NECESSARY DISBURSEMENTS TO THE EXTENT PERMITTED BY LAW, IN ADDITION TO ANY OTHER RELIEF TO WHICH IT MAY BE ENTITLED, RELATED TO THE STATE OR FEDERAL COURT CLAIM OR ACTION.

(3) Excluding the initial filing fee, which shall be borne by the claimant, the cost of arbitration shall be borne by the Company, unless the Arbitrator determines that any claim(s) brought by you was/were wholly frivolous or fraudulent. If an arbitration or any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party, either wholly or in substantial part, shall, at the discretion of the Arbitrator, be entitled to its reasonable attorneys' fees, costs, and necessary disbursements to the extent permitted by law, in addition to any other relief to which it may be entitled.

(4) The parties hereby agree that all claims must be submitted to arbitration administered by the American Arbitration Association's Southeast Case Management Center in Atlanta, Georgia and the arbitration will be conducted in Atlanta, Georgia.

(5) The arbitration shall comply with and be governed by the American Arbitration Association's Commercial Arbitration Rules ("Rules") effective as of the execution date below, to the extent such Rules are not contrary to the express provisions of this Agreement. The parties also agree that the American Arbitration Association Optional Rules for Emergency Measures of Protection ("Emergency Rules") shall apply to proceedings under this Agreement. The above Rules and Emergency Rules can be found at the following page of the American Arbitration Association's website, www.adr.org: <http://www.adr.org/sp.asp?id=22440>. You acknowledge that you should read these Rules and Emergency Rules and that it is your responsibility to be familiar with them prior to signing the Agreement. If you are unable to access the Rules and/or Emergency Rules at the above website, you can request a copy of them from a Company official prior to signing the Agreement.

(6) The parties agree and acknowledge that all provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware exclusively and without reference to principles of conflict of laws; provided, however, the Federal Arbitration Act ("FAA") will supersede state laws to the extent inconsistent. Any claim(s) involving the construction or application of this Agreement must be submitted to arbitration within the statute of limitations period for such claim(s) under Delaware state law. The Arbitrator(s) shall have no authority to apply the law of any other jurisdiction.

(7) The dispute shall be heard and determined by one Arbitrator, unless the parties mutually consent in writing signed by you and an authorized representative of Company and/or Holdings to a panel of three (3) Arbitrators. Unless the parties mutually consent otherwise, the parties agree and request that the Arbitrator(s) issue a reasoned award in accordance with Commercial Arbitration Rule R-42(b).

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHT TO A JURY TRIAL.

Executed this _____ day of _____, 2006.
(day) (month)

THE EMPLOYEE

SIMMONS BEDDING COMPANY
SIMMONS COMPANY

/s/ Kimberly A. Samon

By: _____

(Print Name) _____

_____ (title)

Social Security #: _____

SIMMONS APPOINTS NEW SENIOR VICE PRESIDENT OF HUMAN RESOURCES

(ATLANTA - APRIL 7, 2006) - Simmons Bedding Company announced today the appointment of Kimberly A. Samon to the position of Senior Vice President - Human Resources. Ms. Samon replaces Rhonda C. Rousch, who retired on April 1.

Ms. Samon brings more than fourteen years of human resources, legal and professional development experience to the role and has held strategic and executive human resources positions in the consumer products, real estate and business services industries with companies such as Philip Morris Companies, PepsiCo and HQ Global Workplaces.

"Kimberly is an excellent addition to the Simmons team," said Charlie Eitel, Simmons' Chairman and CEO. "Simmons has a unique corporate culture that we strive to maintain, and Kimberly's positive attitude and experience make her the right person to lead our human resources department. We look forward to the continued development of our values under her leadership."

Simmons' corporate culture is inspired by a philosophy known as the Great Game of Life. The Great Game of Life encourages all associates to learn and grow through teamwork and fosters an environment of support and caring among employees. Simmons was recognized by FORTUNE magazine in both 2004 and 2005 as one of the 100 Best Companies to Work For.

Ms. Samon will be responsible for all labor and employment matters regarding Simmons' 3,000 employees, including associates at the company's 19 manufacturing facilities.

(more)

Simmons Appoints New SVP of HR/ page 2

A member of the State Bar of Georgia, Ms. Samon holds a law degree from Stetson University's College of Law, an M.B.A. in management from the Stetson School of Business and Economics at Mercer University and a B.S. from Cornell University's School of Industrial and Labor Relations. She resides in Atlanta with her husband and two daughters.

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) and Deep Sleep(R). It operates 17 conventional bedding manufacturing facilities and two 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.

###

"SAFE HARBOR" STATEMENT UNDER PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995:

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; (iv) our relationships with our major suppliers; (v) fluctuations in costs of raw materials; (vi) our relationship with significant customers and licensees; (vii) our ability to increase prices on our products and the effect of these price increases on our unit sales; (viii) an increase in return rates and warranty claims; (ix) our labor relations; (x) departure of key personnel; (xi) encroachments on our intellectual property; (xii) product liability claims; (xiii) our level of indebtedness; (xiv) interest rate risks; (xv) compliance with covenants in our debt agreements; (xvi) future acquisitions; (xvii) our ability to achieve the expected benefits from any personnel realignments; and (xviii) other risks and factors identified from time to time in the Company's and Simmons Beddings' reports filed with the Securities and Exchange Commission ("SEC"). We undertake no obligation to update or revise any forward-looking statements, either to reflect new developments or for any other reason.