

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

**CITY OF SOUTHFIELD FIRE AND
POLICE RETIREMENT SYSTEM,
Individually and on Behalf of Others Similarly
Situated,**

Plaintiff,

v.

**HAYWARD HOLDINGS, INC., KEVIN
HOLLERAN, EIFION JONES, CCMP
CAPITAL ADVISORS, LP, and MSD
PARTNERS, L.P.,**

Defendants.

Civ. No. 2:23-cv-4146 (WJM)

**ORDER GRANTING FINAL
APPROVAL TO THE CLASS
ACTION SETTLEMENT,
CLASS CERTIFICATION,
AWARD OF ATTORNEYS'
FEES AND EXPENSES, AND
CASE CONTRIBUTION**

This matter comes before the Court on the unopposed motion of Plaintiff Fulton County Employees' Retirement System, on behalf of itself and the Settlement Class, ("Lead Plaintiff") pursuant to Fed. R. Civ. P. Rules 23(a), 23(b)(3), and 23(e), for (1) final approval of the proposed class action settlement pursuant to the terms and provisions of the Stipulation of Settlement dated January 23, 2026,¹ with attached exhibits ("Settlement" or "Stipulation"), ECF No. 128-2; (2) an award of attorneys' fees, reimbursement of litigation expenses and service award to Lead Plaintiff. ECF Nos. 132, 133; and

WHEREAS, on March 2, 2026, the Court entered its Order Preliminarily Approving Settlement and Providing for Notice ("Preliminary Approval Order"), ECF No. 129, which preliminarily approved the Settlement and approved the form and manner of Notice to the

¹ As used herein, the term "Parties" mean (i) Lead Plaintiff and (ii) the above-captioned Defendants ("Defendants").

Settlement Class of the Settlement, and said Notice has been made; and

WHEREAS, the Court held the Final Approval (Fairness) Hearing on July 28, 2026, to consider the fairness, reasonableness, and adequacy of the Settlement Agreement, has been advised of, and has carefully considered the submissions and arguments relating to, any Objections to the Settlement, and has given careful and fair consideration to any such Objections; and for the reasons set forth in the accompanying opinion, and for good cause shown,

IT IS on this 28th day of July 2026, **ORDERED AS FOLLOWS:**

1. The Court hereby grants final approval of the Settlement Agreement and all of the terms and provisions of the Settlement Agreement. The Court finds that the Settlement is fair, reasonable, and adequate, and in all respects satisfies the requirements of Fed. R. Civ. P. 23 and the applicable law.

2. With respect to the proposed Settlement Class, this Court has determined that, for purposes of settlement of the Action only, Plaintiff has satisfied each of the Rule 23(a) prerequisites. The Court finds that, for purposes of this settlement, Rule 23(b)(3) has also been satisfied.

3. The Settlement Class shall be defined as all persons or entities that purchased or otherwise acquired Hayward Holdings, Inc. ("Hayward") common stock between October 27, 2021 and July 28, 2022, inclusive. Excluded from the Settlement Class are Defendants; their respective successors and assigns; the past and current executive officers and directors of Defendants; the members of the immediate families of the Individual Defendants; and the legal representatives, heirs, successors, or assigns of any excluded person, and any entity in which any of the above excluded persons have or had a direct or controlling ownership interest, and the legal representatives, heirs, successors-in-interest or assigns of any such excluded persons or entities. Also excluded is any person or entity that validly requested and obtained exclusion from the Settlement Class.

4. The Settlement Notice plan was timely and properly effectuated, and in all respects (i) satisfied the requirements of Rule 23(c)(3) and due process; (ii) was the best practicable notice under the circumstances; (iii) reasonably apprised Settlement Class Members of the pendency of the action, the Settlement, and their rights including the rights

(and deadlines) to object to the proposed Settlement, exclude themselves from the Settlement, and submit a Proof of Claim Form; (iv) was reasonable and constituted due, adequate, and sufficient notice to all those entitled to receive notice, (v) adequately informed Settlement Class Members of their rights in this action, and (vi) provided the Settlement Class Members with reasonable and adequate time to object to the Settlement, opt-out of the Settlement, and file claims under the Settlement. Fed. R. Civ. P. 23(c)(2).

5. For purposes of this Settlement only, the Court appoints Lead Plaintiff as class representative, Scott+Scott Attorneys at Law LLP as Lead Counsel, and Cohn, Lifland, Pearlman, Herrmann & Knopf, LLP as Liaison Counsel (jointly "Class Counsel").

6. Lead Plaintiff and Class Counsel have fairly and adequately represented the interests of the Class in connection with the Settlement.

7. Lead Plaintiff, all Settlement Class Members, and Defendants are hereby bound by the terms of the Settlement, as set forth in the Stipulation.

8. The Action shall be consummated in accordance with the terms and provisions of the Stipulation. The Action and all of the claims asserted against the Defendants in the Action by Lead Plaintiff are hereby dismissed with prejudice. The Parties are to bear their own costs, except as otherwise provided in the Stipulation; subject, in the case of the Defendants, to any agreements between Defendants as to allocation of fees and costs.

9. All Released Plaintiff's Parties and Released Defendants' Parties, as defined in the Stipulation, are released in accordance with, and as defined in, the Stipulation. Upon the Effective Date, Lead Plaintiff and each Settlement Class Member shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Defendants' Parties, whether or not such Settlement Class Member executes and delivers a Proof of Claim and Release.

10. Upon the Effective Date, each of the Released Defendants' Parties shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released all Released Plaintiff's Parties from all Released Defendants' Claims.

11. All Settlement Class Members who have not objected to the Settlement in the manner provided in the Notice are deemed to have waived any objections by appeal, collateral attack, or otherwise. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided pursuant thereto, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

12. All Settlement Class Members who have failed to properly submit requests for exclusion (requests to opt-out) from the Settlement Class are bound by the terms and conditions of the Stipulation and this Judgment.

13. All other provisions of the Stipulation are incorporated into this Judgment as if fully rewritten herein.

14. Lead Plaintiff and all Settlement Class Members are hereby barred and enjoined from instituting, commencing, maintaining, or prosecuting in any court or tribunal any of the Released Claims against any of the Released Defendants' Parties. Claims to enforce the terms of the Stipulation are not released. Notwithstanding the foregoing, nothing in the Stipulation, or its exhibits, shall be construed as limiting, modifying, or otherwise affecting any (a) insurance coverage or policies that may be available to any of the Released Defendants' Parties; or (b) rights or obligations between or among Defendants or any combination of Defendants, including claims for indemnification.

15. Neither the Stipulation nor Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or Settlement:

(a) shall be offered or received against Defendants as evidence of, or evidence in support of, a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against Defendants, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; however, Defendants may refer to it to effectuate the liability protection granted to them hereunder;

(b) shall be construed as or received in evidence as an admission, concession, or presumption against Lead Plaintiff or any of the Settlement Class Members that any of their claims are without merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable in the Action would have exceeded the Settlement Fund; and

(c) notwithstanding the foregoing, Defendants, Lead Plaintiff, Settlement Class Members, Released Defendants' Parties, and/or Released Plaintiff's Parties may file the Stipulation and/or this Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Settling Parties may also file the Stipulation and/or this Order and Final Judgment in any proceedings that may be necessary to consummate or

enforce the Stipulation, the Settlement, or this Order and Final Judgment.

16. The Court hereby finds and concludes that due and adequate Notice was directed to all Persons who are Settlement Class Members, advising them of the Plan of Allocation and of their right to object thereto, and a full and fair opportunity was accorded to all Persons who are Settlement Class Members to be heard with respect to the Plan of Allocation.

17. The Court hereby finds that the Plan of Allocation is fair and reasonable, and the Claims Administrator is directed to administer the Settlement in accordance with the Stipulation.

18. The Court hereby finds and concludes that the formula for the calculation of the claims of Authorized Claimants, which is set forth in the Notice sent to Settlement Class Members, provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund established by the Stipulation among Settlement Class Members, with due consideration having been given to administrative convenience and necessity.

19. The Court hereby awards Class Counsel attorneys' fees in the amount of \$5,052,925.70 and reimbursement of litigation expenses in the amount of \$210,670.38, and a maximum settlement administration cost of \$205,000 (which fees and expenses shall be paid from the Settlement Fund). The award of attorneys' fees shall also include interest earned thereon for the same time period and at the same net rate that is earned by the Settlement Fund until paid. The Court finds that the amount of fees awarded is appropriate and that the amount of fees awarded is fair and reasonable under the percentage-of-recovery method.

20. The awarded attorneys' fees and litigation expenses shall immediately be paid to Plaintiff's Counsel from the Settlement Fund, subject to the terms, conditions, and obligations of the Stipulation, which terms, obligations, and conditions are incorporated herein.

21. Any appeal or challenge affecting this Court's approval regarding the Fee Motion shall in no way disturb or affect the finality of the Judgment entered with respect to the Settlement.

22. Pursuant to 15 U.S.C. §78u-4(a)(4), Lead Plaintiff is awarded \$8,500 from the Settlement Fund related to its representation of the Settlement Class, which shall become payable upon the Effective Date.

23. In the event that the Stipulation is terminated in accordance with its terms:

- (a) this Judgment shall be rendered null and void and shall be vacated nunc pro tunc; and
(b) the Action shall proceed as provided in the Stipulation.

24. Without further order of the Court, the Parties may agree in writing to such amendments, modifications, and expansions of the Stipulation and reasonable extensions of time to carry out any of the provisions of the Stipulation, provided that such amendments, modifications, expansions, and extensions do not materially alter the rights of the Settlement Class Members, Released Plaintiff's Parties, or Released Defendants' Parties under the Stipulation.

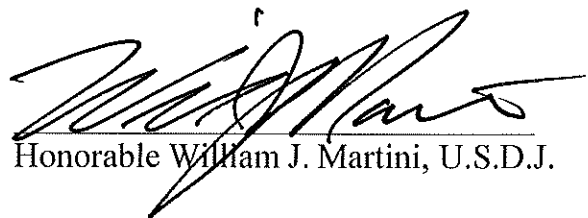
25. Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction over: (a) implementation of the Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; and (c) all Parties hereto for the purpose of construing, enforcing, and administering the Stipulation.

26. There is no just reason for delay in the entry of this Judgment and Order Granting Final Approval of Class Action Settlement, and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED:

Date: _____

7/28/26



Honorable William J. Martini, U.S.D.J.