

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

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

Plaintiff,

v.

HAYWARD HOLDINGS, INC.,  
KEVIN HOLLERAN, EIFION  
JONES, CCMP CAPITAL  
ADVISORS, LP, CCMP CAPITAL  
INVESTORS III, L.P., CCMP  
CAPITAL INVESTORS III  
(EMPLOYEE), L.P., CCMP CAPITAL  
ASSOCIATES III, L.P., CCMP  
CAPITAL ASSOCIATES III GP,  
LLC, CCMP CAPITAL, LP, CCMP  
CAPITAL GP, LLC, MSD AQUA  
PARTNERS, LLC, MSD PARTNERS,  
L.P., MSD PARTNERS (GP), LLC,  
MARK MCFADDEN, GREG  
BRENNEMAN, TIMOTHY WALSH,  
CHRISTOPHER BERTRAND, and  
KEVIN BROWN

Defendants.

Civil Action No. 2:23-cv-04146

Hon. William J. Martini

**[PROPOSED] JUDGMENT AND ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, the Court is advised that the Parties, through their counsel, have agreed, subject to Court approval following Notice to the Settlement Class and a hearing, to settle and dismiss with prejudice the Action upon the terms and conditions set forth in the Stipulation of Settlement, dated January 23, 2026 (“Stipulation” or “Settlement”) (ECF No. 128-2);<sup>1</sup> and

WHEREAS, on March 2, 2026, the Court entered its Order Preliminarily Approving Settlement and Providing for Notice (“Preliminary Approval Order”), which preliminarily approved the Settlement and approved the form and manner of Notice to the Settlement Class of the Settlement, and said Notice has been made, and the Settlement Hearing having been held (ECF No. 129); and

NOW, THEREFORE, based upon the Stipulation and all of the filings, records, findings, and proceedings herein, and it appearing to the Court upon examination, following the duly-noticed Settlement Hearing, that the Settlement set forth in the Stipulation is fair, reasonable, and adequate and should be finally approved, that this Order and Final Judgment should be entered, and that the proposed Plan of Allocation provides a fair and reasonable method to allocate the Net Settlement Fund among Settlement Class Members;

**THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:**

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<sup>1</sup> As used herein, the term “Parties” mean (i) Plaintiff Fulton County Employees’ Retirement System (“Lead Plaintiff”), and (ii) the above-captioned Defendants (“Defendants”).

A. The provisions of the Stipulation, including definitions of the terms used therein, are hereby incorporated by reference as though fully set forth herein.

B. This Court has jurisdiction of the subject matter of the Action and over all of the Parties and all Settlement Class Members for purposes of the Settlement, including all Class Members who did not timely file a request for exclusion from the Settlement Class by the relevant deadline pursuant to the Preliminary Approval Order.

C. The form, content, and method of dissemination of Notice given to the Settlement Class was adequate and reasonable, and constituted the best notice practicable under the circumstances, including individual Notice to all Settlement Class Members who could be identified through reasonable effort.

D. The form, content, and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and to have been given in full compliance with each of the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules. Thus, it is hereby determined that all members of the Settlement Class are bound by this Judgment.

E. For purposes of this Settlement only, 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.

F. For purposes of this Settlement only, the Court appoints Lead Plaintiff as class representative and Scott+Scott Attorneys at Law LLP as class counsel.

G. The Settlement, as set forth in the Stipulation, is fair, reasonable, and adequate.

(i) The Settlement was negotiated at arm's length by Lead Plaintiff on behalf of the Class and by Defendants, all of whom were represented by highly experienced and skilled counsel. The Action settled only after, among other things: (1) two in-person mediation sessions conducted by an experienced mediator who was thoroughly familiar with the Action; (2) follow-up negotiations facilitated by the mediator; (3) the Parties' submission of detailed mediation statements before the mediation that highlighted the factual and legal issues in dispute; (4) Plaintiff's

Counsel's extensive investigation, which included, among other things, a review of Hayward's press releases, U.S. Securities and Exchange Commission filings, analyst reports, media reports, and other publicly disclosed reports and information about Defendants, as well as contact with confidential witnesses who are former employees of Hayward; (5) the drafting and submission of two detailed complaints; and (6) two rounds of briefing on Defendants' motions to dismiss the complaints. Accordingly, both Lead Plaintiff and the Defendants were well-positioned to evaluate the settlement value of the Action. The Stipulation has been entered into in good faith and is not collusive.

(ii) If the Settlement had not been achieved, both Lead Plaintiff and Defendants faced the expense, risk, and uncertainty of extended litigation. The Court takes no position on the merits of either Lead Plaintiff's or Defendants' arguments, but notes these arguments as evidence in support of the reasonableness of the Settlement.

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

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

**IT IS HEREBY ORDERED THAT:**

1. The Settlement on the terms set forth in the Stipulation is finally

approved as fair, reasonable, and adequate. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. The Court finds that during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure and all other similar statutes.

15. 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.

16. 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.

17. 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.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

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Hon. William J. Martini, U.S. District  
Court Judge