

**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

STIPULATION OF SETTLEMENT

This Stipulation of Settlement, dated January 23, 2026 (“Stipulation”), is made and entered into by and among, through their respective counsel of record in the Action: (i) Plaintiff Fulton County Employees’ Retirement System (“Lead Plaintiff”) on behalf of itself and the Settlement Class (as defined below); and (ii) Defendants Hayward Holdings, Inc. (“Hayward”); 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; Mark McFadden; Timothy Walsh; Greg Brenneman; MSD Aqua Partners, LLC; MSD Partners, L.P.; MSD Partners (GP), LLC; Christopher Bertrand; and Kevin Brown (“Defendants”).¹ This Stipulation is intended by Lead Plaintiff and Defendants (collectively, the “Settling Parties”) to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims, as defined below, upon and subject to the terms and conditions hereof, subject to the approval of this Court pursuant to Rule 23 of the Federal Rules of Civil Procedure.

TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT

Without any admission or concession on the part of Lead Plaintiff of any lack of merit of the Action whatsoever, and without any admission or concession of any liability or wrongdoing or lack of merit in the defenses whatsoever by Defendants, IT IS HEREBY STIPULATED AND AGREED by and among Lead Plaintiff (on behalf of itself and the Settlement Class) and Defendants, by and through their counsel, that, subject to the approval of the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Settling Parties hereto from the Settlement, the Action and the Released Claims as against the

¹ All capitalized terms not otherwise defined shall have the meanings ascribed to them in §1 herein.

Released Defendants' Parties, and the Released Defendants' Claims as against Released Plaintiff's Parties, shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Stipulation, as follows:

1. **Certain Definitions**

As used in this Stipulation and any exhibits attached hereto and made a part hereof, the following terms, when capitalized, have the meanings specified below:

1.1. "Action" means the consolidated securities class action in the matter styled *City of Southfield Fire and Police Ret. Sys. v. Hayward Holdings, Inc. et al.*, 2:23-cv-04146-WJM-SDA (D.N.J.), and includes all actions consolidated therein.

1.2. "Authorized Claimant" means any Settlement Class Member who submits a valid Claim to the Claims Administrator that is accepted for payment from the Net Settlement Fund.

1.3. "Claim(s)" means a paper claim submitted on a Proof of Claim and Release form or an electronic claim that is submitted to the Claims Administrator.

1.4. "Claims Administrator" means the firm of A.B. Data, Ltd., the firm retained by Lead Plaintiff and Plaintiff's Counsel, subject to approval of the Court, to provide notices approved by the Court to potential Settlement Class Members and to administer the Settlement.

1.5. "Defendants" means Hayward; 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; Mark McFadden; Timothy Walsh; Greg Brenneman; MSD Aqua Partners, LLC; MSD Partners, L.P.; MSD Partners (GP), LLC; Christopher Bertrand; and Kevin Brown.

1.6. “CCMP Defendants” means 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; and CCMP Capital GP, LLC.

1.7. “MSD Defendants” means MSD Aqua Partners, LLC; MSD Partners, L.P.; and MSD Partners (GP), LLC.

1.8. “Defendants’ Counsel” means Latham & Watkins LLP; Parker Ibrahim & Berg LLP; Willkie Farr & Gallagher LLP; and Seyfarth Shaw LLP.

1.9. “Effective Date,” or the date upon which the Settlement becomes “Effective,” means the first date by which all of the events and conditions specified in ¶ 7.1 of this Stipulation have been met, have occurred, or have been waived.

1.10. “Escrow Account” means an interest-bearing escrow account established by the Escrow Agent pursuant to ¶ 2.2 of this Stipulation to receive the Settlement Amount.

1.11. “Escrow Agent” means Huntington National Bank.

1.12. “Fee and Expense Award” means any attorneys’ fees and expenses awarded by the Court, as described in ¶ 6.1 of this Stipulation.

1.13. “Final,” with respect to the Judgment or any other court order, means: (a) if no appeal therefrom has been filed, the time has passed for any notice of appeal to be timely filed therefrom; or (b) if an appeal has been filed either (i) the Judgment has been finally affirmed or (ii) the appeal from the Judgment has been dismissed and the time for any reconsideration or further appellate review has passed. For purposes of this paragraph, an “appeal” shall include any motion for reconsideration or petition for a writ of *certiorari* or other writ that may be filed in connection with approval or disapproval of the Settlement. Any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to the following shall

not in any way delay, affect, or preclude the Judgment from becoming Final: (a) attorneys' fees, costs, or expenses; (b) the Plan of Allocation (as submitted or subsequently modified); or (c) the procedures for determining Authorized Claimants' recognized Claims.

1.14. "Immediate Family" means, as defined in 17 C.F.R. § 229.404, Instructions 1(a)(iii) and 1(b)(ii), children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and any persons (other than a tenant or employee) sharing the household. As used in this paragraph, "spouse" shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

1.15. "Individual Defendants" means Kevin Holleran, Eifion Jones, Mark McFadden, Timothy Walsh, Greg Brenneman, Christopher Bertrand, and Kevin Brown.

1.16. "Judgment" means the Final Judgment and Order of Dismissal with Prejudice to be rendered by the Court, substantially in the form attached hereto as Exhibit B, as well as any form of final judgment that may be entered by the Court in a form other than the form attached hereto as Exhibit B, and where none of the Settling Parties elects to terminate the Settlement by reason of such variance, consistent with the terms of this Stipulation.

1.17. "Lead Plaintiff" means Fulton County Employees' Retirement System.

1.18. "Litigation Expenses" means costs and expenses incurred in connection with commencing, prosecuting and settling the Action (which may include the costs and expenses of Lead Plaintiff directly related to their representation of the Settlement Class), for which Plaintiff's Counsel intends to apply to the Court for reimbursement from the Settlement Fund.

1.19. "Plaintiff's Counsel" means the law firms of Scott+Scott Attorneys at Law LLP ("Lead Counsel") and Cohn Lifland Perlman Herrmann & Knopf LLP ("Liaison Counsel").

1.20. “Net Settlement Fund” means the Settlement Fund less: (a) any Court-awarded attorneys’ fees, expenses, and interest thereon; (b) any Court-awarded service award to Lead Plaintiff for its time and expense incurred in connection with its representation of the Settlement Class; (c) reasonable costs and expenses actually incurred in connection with providing Notice of the Settlement to the Settlement Class by mail, publication, and other means; locating Settlement Class Members; assisting with the submission of Claims; processing Proof of Claim and Release forms; administering the Settlement; distributing the Settlement Fund to Authorized Claimants (“Notice and Administration Expenses”); (d) paying escrow taxes, fees, and costs, if any; (e) Taxes and expenses and costs incurred in connection with the operation and implementation of the provisions of ¶ 2.11 hereof (including without limitation expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the tax returns described in ¶ 2.11 (“Tax Expenses”)); and (f) other Court-approved deductions, if any.

1.21. “Notice” means the Notice of Proposed Settlement of Class Action, which is to be sent to Members of the Settlement Class, substantially in the form attached hereto as Exhibit A-1.

1.22. “Person(s)” means an individual, corporation (including all divisions and subsidiaries), limited liability corporation, professional corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and all of their respective spouses, heirs, beneficiaries, executors, administrators, predecessors, successors, representatives, or assignees.

1.23. “Plan of Allocation” means the plan described in the Notice or any alternate plan approved by the Court whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any Plan of Allocation is not part of this Stipulation and neither Defendants nor Released Defendants’ Parties shall have any responsibility or liability with respect thereto.

1.24. “Proof of Claim and Release” means the Proof of Claim and Release form for submitting a Claim, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-2, and that a Settlement Class Member must complete and submit should that Settlement Class Member seek to share in a distribution of the Net Settlement Fund.

1.25. “Released Claims” means all claims (including “Unknown Claims”), disputes, demands, losses, liabilities, rights, damages, losses, actions or causes of action, obligations, sums of money due, judgments, suits, amounts, matters, issues and charges of any kind whatsoever (including, but not limited to, any claims for interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities whatsoever) of every nature and description whatsoever, whether in law or in equity, that have been or could have been asserted in the Action or could in the future be asserted in any forum, whether known claims or Unknown Claims (defined herein), whether foreign or domestic, whether arising under federal, state, common, or foreign law, by Lead Plaintiff, any Member of the Settlement Class, or their respective successors, assigns, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether brought directly or indirectly against any of the Released Defendants’ Parties, that both (a) arise out of, are based on, or relate in any way to any of the allegations, claims, disclosures, acts, transactions, facts, events, circumstances, matters, occurrences, conduct, failures to act, statements, representations or omissions involved, set forth, alleged or referred to in the Action (or any complaint filed in the Action), or which could have been alleged or referred to in the Action,

and (b) arise out of, are based on, or relate to the purchase or acquisition of any Hayward securities during the Class Period. “Released Claims” does not, however, include (i) claims to enforce the Settlement, or (ii) any derivative claims purportedly asserted on behalf of Hayward.

1.26. “Released Defendants’ Parties” means (i) Defendants, (ii) each and all of Defendants’ respective past, present and future Immediate Family Members (for Individual Defendants) and each of their direct or indirect parent entities, subsidiaries, related entities and affiliates, any trust of which any Individual Defendant is the settlor or which is for the benefit of any Defendant and/or his Immediate Family Members, (iii) any entity in which a Defendant or his Immediate Family Members has a controlling interest, and (iv) for any of the persons and entities included in parts (i) through (iii), their respective past, present and future: general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, reinsurers, trustees, trustors, agents, attorneys, professionals, parents, predecessors, successors, subsidiaries, assigns, heirs, executors, administrators, legal representatives, estates, beneficiaries, foundations, or any other person or entity acting or purporting to act for or on behalf of any Defendant or any counsel for any Defendant, and each of their respective predecessors, successors, assigns, insurers, reinsurers, and/or controlling persons, in their respective capacities as such.

1.27. “Released Defendants’ Claims” means all claims (including “Unknown Claims”), demands, losses, rights, and causes of action of any nature whatsoever by the Released Defendants’ Parties or any of them against Lead Plaintiff, Members of the Settlement Class, or Plaintiff’s Counsel, which arise out of or relate in any way to the institution, prosecution, assertion,

settlement, or resolution of the Action. Released Defendants' Claims do not include any claims relating to the enforcement of the Settlement or any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

1.28. "Released Plaintiff's Parties" means (i) Lead Plaintiff, and the Members of the Settlement Class, and (ii) each of their respective past, present and future Immediate Family Members, and their respective past, present and future general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys (including Plaintiff's Counsel and all other counsel who have represented any current or former plaintiff or proposed putative class in the Action), professionals, parents, predecessors, successors, assigns, heirs, executors, administrators, estates, beneficiaries, foundations and any controlling person thereof, in their capacities as such.

1.29. "Releases" means the releases set forth in ¶¶ 4.1–4.4 of this Stipulation

1.30. "Settlement" means the resolution of the Action in accordance with the terms and provisions of this Stipulation.

1.31. "Settlement Amount" means \$19,850,000 to be paid by check or wire transfer to the Escrow Agent pursuant to ¶ 2.2 of this Stipulation.

1.32. "Settlement Class" or "Class" means, for settlement purposes only: 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 Immediate Family Members 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 will be any person or entity that validly requests exclusion from the Settlement Class.

1.33. “Settlement Class Member” or “Member of the Settlement Class” mean a Person who falls within the definition of the Settlement Class, as set forth in ¶ 1.32 above and does not validly request exclusion from the Settlement Class.

1.34. “Settlement Fund” means the Settlement Amount plus all interest and accretions thereto.

1.35. “Settlement Hearing” means the hearing set by the Court to consider whether the Settlement should be approved as fair, reasonable, and adequate within the meaning of Rule 23 of the Federal Rules of Civil Procedure.

1.36. “Settling Parties” means Lead Plaintiff and Defendants.

1.37. “Summary Notice” means the summary notice of proposed Settlement and hearing for publication, substantially in the form attached hereto as Exhibit A-3.

1.38. “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax, and additional amounts imposed with respect thereto) imposed by any government authority arising from any income earned by the Settlement Fund, including without limitation any local, state, and federal taxes.

1.39. “Unknown Claims” means any and all Released Claims against the Released Defendants’ Parties that Lead Plaintiff, any Settlement Class Member, or any other person or entity

legally entitled to bring Released Claims on behalf of any Settlement Class Member in such capacity only, does not know or suspect to exist in his, her, their, or its favor at the time of the release of such claims, and any and all Released Defendants' Claims against the Released Plaintiff's Parties that any Defendant does not know or suspect to exist in his, her, their, or its favor at the time of the release of such claims, including without limitation those that, if known might have affected his, her, their, or its decision(s) with respect to the Settlement or the Releases. With respect to any and all Released Claims and Released Defendants' Claims, the Parties agree that, upon the "Effective Date" (as defined in this Stipulation), Lead Plaintiff and each Defendant shall expressly waive, and each Settlement Class Member shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor." Lead Plaintiff and Defendants acknowledge, and each of the Released Defendants' Parties and Released Plaintiff's Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

2. The Settlement

2.1. The obligations incurred pursuant to this Stipulation are: (a) subject to approval by the Court and the Judgment, reflecting such approval, becoming Final; and (b) Final disposition of the Action and any and all Released Claims as against all Released Defendants' Parties and Released Defendants' Claims as against all Released Plaintiff's Parties, upon and subject to the terms and conditions set forth herein.

a. The Settlement Amount

2.2. In full and final settlement of the claims asserted in the Action, and in consideration of the Releases specified in ¶¶ 4.1–4.4 herein, Defendants shall pay or cause the Settlement Amount to be paid into the Escrow Account by check or wire transfer on or before thirty (30) calendar days after the later to occur of: (a) entry of an order substantially in the form of Exhibit A attached hereto (“Preliminary Approval Order”); or (b) the Escrow Agent providing to Defendants’ Counsel all information necessary to effectuate a transfer of funds to the Escrow Account, including without limitation (i) wire transfer instructions (including bank name and ABA routing number, address, account name, and number); (ii) payment address; and (iii) a complete and executed Form W-9 for the Settlement Fund that reflects a valid tax identification number. The Escrow Agent shall deposit the Settlement Amount plus any accrued interest in a segregated Escrow Account maintained by the Escrow Agent.

2.3. If the entire Settlement Amount is not timely paid to the Escrow Agent, Lead Plaintiff may terminate the Settlement, but only if: (a) Plaintiff’s Counsel has notified Defendants’ Counsel in writing of Lead Plaintiff’s intention to terminate the Settlement; and (b) the entire Settlement Amount is not transferred to the Escrow Account within ten business days after Plaintiff’s Counsel has provided such written notice.

2.4. The Settlement Amount shall include all Plaintiff’s Counsel’s attorneys’ fees, administration costs, expenses, and Settlement Class Member benefits, as well as any other costs, expenses, or fees of any kind whatsoever associated with the resolution of this Action. For the avoidance of doubt, Defendants’ Counsel’s fees and expenses shall not be paid from the Settlement Amount.

2.5. Other than the obligation to pay or cause to be paid the Settlement Amount into the Settlement Fund, as set forth in ¶ 2.2 herein, the Released Defendants’ Parties shall have no

responsibility for, interest in, or liability whatsoever with respect to the administration of the Settlement or the actions or decisions of the Claims Administrator and shall have no liability whatsoever to the Released Plaintiff's Parties in connection with such administration, including without limitation: (a) any act, omission, or determination by Plaintiff's Counsel, the Escrow Agent, and/or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (b) the management, investment, or distribution of the Settlement Fund; (c) the Plan of Allocation; (d) the determination, administration, calculation, or payment of any Claims asserted against the Settlement Fund; (e) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (f) the payment or withholding of any Taxes, Tax Expenses, and/or costs incurred in connection with the taxation of the Settlement Fund, distributions, or other payments from the Escrow Account, or the filing of any federal, state, or local tax returns.

2.6. Other than the obligation to cause the payment of the Settlement Amount in accordance with the terms of ¶ 2.2 herein, Defendants shall have no obligation to make any other payments pursuant to this Stipulation.

b. The Escrow Agent

2.7. The Escrow Agent, at the direction of Lead Counsel, shall invest the Settlement Amount deposited pursuant to ¶ 2.2 hereof in eligible investments, meaning obligations or securities issued or guaranteed by the United States Government or any agency or instrumentality thereof, backed by the full faith and credit of the United States, or fully insured by the United States Government or an agency thereof, including any mutual funds or similar funds invested solely in such obligations or securities, and the Escrow Agent (unless otherwise instructed by Co-Lead Counsel), and shall reinvest the proceeds of these obligations or securities as they mature in similar instruments at their then-current market rates. Interest earned on the money deposited into

the Escrow Account shall be part of the Settlement Fund. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund. Neither the Settling Parties nor their respective counsel shall be liable for the loss of any portion of the Settlement Fund, nor have any liability, obligation, or responsibility for (a) the payment of claims, taxes (including interest and penalties), legal fees, or any other expenses payable from the Settlement Fund; (b) the investment of any Settlement Fund assets; or (c) any act, omission, or determination of the Escrow Agent.

2.8. The Settlement Fund shall be used to pay: (a) any Court-awarded attorneys' fees, expenses, and interest thereon; (b) any Court-awarded service award to Lead Plaintiff for its time and expense incurred in connection with its representation of the Settlement Class; (c) Notice and Administration Expenses; (d) escrow taxes, fees, and costs, if any; (e) Taxes and Tax Expenses in connection with the operation and implementation of the provisions of ¶ 2.11 hereof; and (f) other Court-approved deductions, if any. The balance of the Settlement Fund after the above payments shall be the Net Settlement Fund, which shall be distributed to the Authorized Claimants, as provided in ¶¶ 5.1–5.12 hereof. The Settlement Fund held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the Net Settlement Fund shall be distributed to Authorized Claimants or returned pursuant to this Stipulation and/or further order of the Court. The Escrow Agent shall not disburse the Settlement Fund, or any portion thereof, except as provided in this Stipulation, or upon order of the Court.

2.9. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel may pay from the Settlement Fund the actual costs of Notice and Administration Expenses without further court order, up to \$500,000.

2.10. The Claims Administrator shall disseminate the Notice, substantially in the form of Exhibit A-1 attached hereto, Proof of Claim and Release, substantially in the form of Exhibit A-2 attached hereto, and Summary Notice, substantially in the form of Exhibit A-3 attached hereto, to the Settlement Class in accordance with this Stipulation and as ordered by the Court. The Claims Administrator shall also establish and maintain a website for the purpose of facilitating notice to the Class. The website shall include copies of the Notice, Proof of Claim and Release, and Summary Notice, among other documents and information. To the extent there are updates or modifications to the Notice, Proof of Claim and Release, or Summary Notice to the Settlement Class, such updates will be reflected on the website maintained by the Claims Administrator. Except as provided in ¶ 2.13 herein, the Released Defendants' Parties shall have no responsibility for, or liability whatsoever with respect to, the Notice and Administration Expenses, nor shall they have any responsibility or liability whatsoever for any claims with respect thereto.

c. Taxes

2.11. The Settling Parties agree as follows:

(a) The Settling Parties agree to treat the Settlement Fund as being, at all times, a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 and § 468B of the Internal Revenue Code of 1986, as amended (the "Code"), for the taxable years of the Settlement Fund, beginning with the date it is created. In addition, the Escrow Agent and, as required, Lead Plaintiff and Defendants, shall jointly and timely make such elections as are necessary or advisable to carry out the provisions of this ¶ 2.11, including the "relation-back election" (as defined in Treasury Regulation § 1.468B-1(j)(2)(ii)) back to the earliest permitted date; provided that no election under Treasury Regulation § 1.468B-1(k) to treat a qualified settlement fund as a subpart E trust shall be made. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility

of the Claims Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For purposes of § 468B of the Code and the regulations promulgated thereunder, the “administrator” shall be the Claims Administrator. The Claims Administrator shall timely and properly file all tax returns necessary or advisable with respect to the Settlement Fund, and make all required payments of Taxes, including deposits of estimated Tax payments in accordance with Treas. Reg. § 1.468B-2(k). Such returns (as well as the elections described in ¶ 2.11(a) hereof) shall be consistent with this ¶ 2.11 and, in all events, shall reflect that all Taxes and Tax Expenses (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶ 2.11(c) hereof.

(c) The Escrow Agent shall pay, out of the Settlement Fund, all: (i) Taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon the Released Defendants’ Parties or their counsel with respect to any income earned by the Settlement Fund for any period, after the deposit of the Settlement Amount, during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes; and (ii) Tax Expenses. Further, Taxes and Tax Expenses shall be timely paid by the Escrow Agent out of the Settlement Fund, without prior order from the Court, and the Escrow Agent shall also be obligated to withhold, and shall be responsible for withholding, from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)). Neither the Settling Parties nor their respective counsel are responsible

nor shall they have any liability for any Taxes or Tax Expenses. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶ 2.11.

2.12. The Settlement is non-recapture, i.e., it is not a claims-made settlement. As of the Effective Date, the Released Defendants' Parties, and/or any other Person funding the Settlement on their behalf, shall not have any right to the return of the Settlement Fund or any portion thereof for any reason, and shall not have liability should Claims made exceed the amount available in the Settlement Fund for payment of such Claims. The Released Defendants' Parties shall not be liable for the loss of any portion of the Settlement Fund, nor have any liability, obligation, or responsibility for the payment of Claims, Taxes, Tax Expenses, legal fees, or any other expenses payable from the Settlement Fund.

d. Termination of Settlement

2.13. In the event that this Stipulation or the Settlement is not approved, or is terminated, canceled, or the Effective Date otherwise fails to occur for any reason, including without limitation in the event the Judgment is reversed, vacated, or altered following any appeal taken therefrom, or is successfully collaterally attacked, the Settlement Fund, less Notice and Administration Expenses, Taxes, or Tax Expenses paid, incurred, or due and owing pursuant to ¶¶ 2.9 and 2.11 hereof in connection with the Settlement provided for herein, shall be refunded pursuant to written instructions from Defendants' Counsel in accordance with ¶ 7.5 herein.

3. Preliminary Approval Order and Settlement Hearing

3.1. Following execution of this Stipulation, Plaintiff's Counsel shall submit this Stipulation, together with its exhibits, to the Court and shall apply for entry of the Preliminary Approval Order, substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval of the Settlement set forth in this Stipulation and approval for the mailing of

the Notice and publication of the Summary Notice, substantially in the forms of Exhibits A-1 and A-3 attached hereto, and the scheduling of the Settlement Hearing at which the Court will consider whether to grant Final approval of the Settlement, approve the Plan of Allocation, award attorneys' fees and expenses to Plaintiff's Counsel, award Lead Plaintiff a service award in connection with its representation of the Settlement Class, certify the Settlement Class for settlement purposes only, and appoint Lead Plaintiff as class representative and Lead Counsel as class counsel for the Settlement Class. The Notice shall include the general terms of the Settlement set forth in this Stipulation, the proposed Plan of Allocation, the general terms of the Fee and Expense Application, as defined in ¶ 6.1 hereof, and the date of the Settlement Hearing. The Claims Administrator shall disseminate the Notice and Summary Notice to the Settlement Class in accordance with this Stipulation and as ordered by the Court.

3.2. Within fourteen (14) calendar days after the entry of the Court's Preliminary Approval Order, Hayward will undertake best efforts to provide, or cause to be provided, to the Court-appointed Claims Administrator, at no cost to the Settlement Class, the last known names and addresses of all persons who, based on their records, are likely Members of the Settlement Class. In addition, no later than ten (10) calendar days following the filing of this Stipulation with the Court, Defendants shall serve the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715 et seq. ("CAFA"). Defendants shall be solely responsible for the costs of the CAFA notice and administering the CAFA notice. The Parties agree that any delay by Defendants in timely serving the CAFA notice will not provide grounds for delay of the Settlement Hearing or entry of the Judgment.

3.3. Any Settlement Class Member who wishes to opt-out of the Settlement Class must submit a timely, valid written request for exclusion on or before the opt-out date in the manner

specified in the Court's Preliminary Approval Order and the Notice. A request for exclusion is valid only if it is signed by the Settlement Class Member. Group opt-outs, including "mass" or "class" opt-outs, are not permitted. Any Settlement Class Member who does not submit a timely, valid written request for exclusion will be bound by all proceedings, orders, and judgments in the Action, whether or not he, she, or it timely submits a Proof of Claim and Release.

3.4. Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement or to any aspect of the Fee and Expense Application must do so in the manner and within the deadlines specified in the Preliminary Approval Order and the Notice.

4. **Mutual Releases**

4.1. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and Final disposition of the Action as against Defendants; and (ii) the Releases provided for herein. The Releases contained in this section were separately bargained for and are essential elements of the Settlement as embodied in this Stipulation.

4.2. In consideration of the payment of the Settlement Amount, upon Final judicial approval of the Settlement, Lead Plaintiff shall dismiss the Action with prejudice. Upon the Effective Date, as defined in ¶ 1.9 hereof, Lead Plaintiff shall, and each and every one of the Released Plaintiff's Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever compromised, settled, waived, released, resolved, relinquished, discharged, and dismissed each and every one of the Released Claims (including, without limitation, Unknown Claims) against each and every one of the Released Defendants' Parties. Upon the Effective Date, the Released Plaintiff's Parties will be forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative or other forum, foreign or domestic, asserting the Released Claims against any and all of the Released Defendants' Parties, whether or

not such Released Plaintiff's Party executes and delivers the Proof of Claim and Release or shares in the Net Settlement Fund. Claims to enforce the terms of this Stipulation or the Settlement are not released.

4.3. Any Proof of Claim and Release that is executed by a Settlement Class Member shall release all Released Claims against the Released Defendants' Parties and shall be substantially in the form contained in Exhibit A-2 attached hereto.

4.4. Upon the Effective Date, each of the Released Defendants' Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Defendants' Claims against the Released Plaintiff's Parties. Claims to enforce the terms of this Stipulation or the Settlement are not released. Notwithstanding the foregoing, nothing in this Stipulation or its exhibits shall be construed as limiting, modifying, or otherwise affecting any insurance coverage or policies that may be available to any of the Released Defendants' Parties.

5. Administration and Calculation of Claims, Final Awards, and Supervision and Distribution of the Settlement Fund

5.1. The Claims Administrator, subject to such supervision and direction of Plaintiff's Counsel and/or the Court as may be necessary or as circumstances may require, shall administer and calculate the Claims submitted by Settlement Class Members and shall oversee distribution of the Net Settlement Fund to Authorized Claimants. The Claims Administrator shall receive Claims and determine first, whether the Claim is a valid Claim, in whole or part, and second, determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim as defined in the Plan of Allocation described in the Notice annexed hereto as Exhibit A-1, or in such other Plan of Allocation as the Court approves. As provided in ¶ 2.5 above, other than Defendants' obligation to provide its securities holders' records as provided

in ¶ 3.2 above, the Released Defendants' Parties and Defendants' Counsel shall have no responsibility whatsoever for, or interest in, the administration of the Settlement or the actions or decisions of the Claims Administrator. The Released Plaintiff's Parties release the Released Defendants' Parties from any and all liability and claims arising from, or with respect to, the administration, investment, or distribution of the Settlement Fund.

5.2. The Settlement Fund shall be applied as follows:

- (a) to pay all Taxes and Tax Expenses;
- (b) to pay all Notice and Administration Expenses;
- (c) to pay the Fee and Expense Award, consisting of Plaintiff's Counsel's attorneys' fees and Litigation Expenses, and Lead Plaintiff's service award in connection with its representation of the Settlement Class, if and to the extent allowed by the Court;
- (d) to pay escrow taxes, fees, or costs, if any;
- (e) to pay other Court-approved deductions, if any; and
- (f) after the Effective Date, to distribute the Net Settlement Fund to Authorized Claimants, as provided by this Stipulation, the Plan of Allocation, or the orders of the Court.

5.3. Each person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim and Release, substantially in the form of Exhibit A-2 attached hereto, signed under penalty of perjury and supported by such documents as specified in the Proof of Claim and Release and as are reasonably available to the Authorized Claimant.

5.4. Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a valid Proof of Claim and Release within such period, or such other period as may be ordered by the Court or otherwise allowed, and have not requested to be excluded from

the Settlement Class, shall be forever barred from receiving any payments pursuant to this Stipulation and the Settlement set forth herein, but will, in all other respects, be subject to and bound by the provisions of this Stipulation, the Releases contained herein, and the Judgment, and will be barred from bringing any action against the Released Defendants' Parties concerning the Released Claims. Notwithstanding the foregoing, the Claims Administrator shall have the discretion (but not the obligation) to accept late-submitted Claims for processing, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. The Claims Administrator shall also have the right, but not the obligation, to waive what it deems to be *de minimis* or formal or technical defects in any Proof of Claim and Release submitted. No Person shall have any claim against Lead Plaintiff, Plaintiff's Counsel, the Claims Administrator, or any Settlement Class Member by reason of the exercise or non-exercise of such discretion.

5.5. Each Proof of Claim and Release shall be submitted to and reviewed by the Claims Administrator, who shall determine, in accordance with this Stipulation and the approved Plan of Allocation, the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to ¶ 5.7 below.

5.6. Proof of Claim and Release forms that do not meet the submission requirements may be rejected. Prior to rejecting a Proof of Claim and Release, in whole or in part, the Claims Administrator shall communicate with the claimant in writing to give the claimant the chance to remedy any curable deficiencies in the Proof of Claim and Release submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all claimants whose Claims the Claims Administrator proposes to reject, in whole or in part, for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the claimant whose Claim is to be

rejected has the right to a review by the Court if the claimant so desires and complies with the requirements of ¶ 5.7 below.

5.7. If any claimant whose timely Claim has been rejected, in whole or in part, for curable deficiency desires to contest such rejection, the claimant must, within twenty (20) calendar days after the date of mailing of the Notice required in ¶ 5.6 above, or a lesser period of time if the Claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for contesting the rejection, along with any supporting documentation, and requesting Court review thereof. If a dispute concerning a Claim cannot be otherwise resolved, the Claims Administrator shall thereafter present the claimant's request for review to the Court.

5.8. Each claimant who declines to be excluded from the Settlement Class shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's Claim, including without limitation all Releases provided for herein and in the Judgment, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to the claimant's status as a Settlement Class Member and the validity and amount of the claimant's Claim. In connection with processing the Proofs of Claim and Release, no discovery shall be allowed on the merits of the Action or the Settlement. All proceedings with respect to the administration, processing, and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court, but shall not, in any event, delay or affect the finality of the Judgment. All Settlement Class Members, other claimants, and parties to the Settlement expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations.

5.9. The Net Settlement Fund shall be distributed to Authorized Claimants substantially in accordance with the Plan of Allocation described in the Notice and approved by the Court. If there is any balance remaining in the Net Settlement Fund after six months from the date of distribution of the Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims Administrator shall, if economically feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions will be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible, in Plaintiff's Counsel's discretion, to distribute to Class Members. Thereafter, any balance which still remains in the Net Settlement Fund shall be donated to an appropriate 501(c)(3) non-profit charitable organization designated by Plaintiff's Counsel and agreed to by Defendants that has no affiliation or financial relationship with Plaintiff's Counsel, Lead Plaintiff, Defendants, or Defendants' Counsel.

5.10. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

5.11. No Person shall have any claim against Lead Plaintiff, Plaintiffs' Counsel, their damages expert, the Claims Administrator, other agent designated by Plaintiffs' Counsel, Released Defendants' Parties, Released Plaintiff's Parties, or the Claims Administrator based on determinations or distributions made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

5.12. It is understood and agreed by the Settling Parties that the approval of any proposed Plan of Allocation of the Net Settlement Fund, including without limitation any adjustments to an Authorized Claimant's Claim set forth therein, is not a condition of the Settlement or this Stipulation, and is to be considered by the Court separately from the Court's consideration of the

fairness, reasonableness, and adequacy of the Settlement set forth in this Stipulation. It is further understood and agreed by the Settling Parties that any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Stipulation or affect the finality of the Court's Judgment approving this Stipulation and the Settlement set forth herein, or any other orders entered pursuant to this Stipulation.

6. Fee and Expense Application

6.1. Plaintiff's Counsel may submit an application to the Court for an award from the Settlement Fund of: attorneys' fees and reimbursement for payment of reasonable expenses incurred in connection with prosecuting the Action, plus interest earned on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by the Court ("Fee and Expense Application"). The Fee and Expense Application may include a request for a service award for Lead Plaintiff pursuant to 15 U.S.C. §78u-4(a)(4) in connection with its representation of the Settlement Class.

6.2. The amount of attorneys' fees and expenses awarded by the Court is within the sole discretion of the Court. Any fees and expenses awarded by the Court ("Fee and Expense Award") shall be paid to Plaintiff's Counsel from the Settlement Fund, as ordered, immediately upon entry of the Judgment and an order awarding such fees and expenses, notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof.

6.3. In the event that the Effective Date does not occur, or the Judgment or order granting (in whole or in part) the Fee and Expense Award is reversed or modified, or this Stipulation is canceled or terminated for any other reason and such reversal, modification, cancellation, or termination becomes Final and not subject to review, then, to the extent that the Fee and Expense Award has been paid, Plaintiff's Counsel, who have received any portion of the

Fee and Expense Award, shall, within ten business days from receiving notice from Defendants' Counsel or from a court of appropriate jurisdiction, refund to the Settlement Fund such fees and expenses previously paid to them from the Settlement Fund, plus interest thereon, at the same rate as earned on the Settlement Fund in an amount consistent with such reversal, modification, cancellation, or termination.

6.4. The procedure for the allowance or disallowance by the Court of any applications by Plaintiff's Counsel for an award of attorneys' fees and expenses to be paid out of the Settlement Fund is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Notwithstanding any other provision of this Stipulation to the contrary, the Fee and Expense Application shall be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, as set forth in this Stipulation, and shall have no effect on the terms of this Stipulation or the validity or enforceability of the Settlement. The approval of the Settlement, and it becoming Final, shall not be contingent on the Fee and Expense Award, any award to Plaintiff's Counsel or Lead Plaintiff, nor any appeals from such awards. Any order or proceeding relating to the Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Stipulation, or affect or delay the finality of the Judgment approving this Stipulation and the Settlement of the Action set forth therein.

6.5. Any fees and/or expenses awarded by the Court shall be paid solely from the Settlement Fund. The Released Defendants' Parties shall have no responsibility for, and no liability whatsoever with respect to, any payment of attorneys' fees or expenses (including Taxes) to Plaintiff's Counsel or any other Person who receives payment from the Net Settlement Fund.

6.6. The Released Defendants' Parties shall have no responsibility for, and no liability whatsoever with respect to, the allocation among Plaintiff's Counsel or any other Person who may assert some claim thereto of any Fee and Expense Award that the Court may make in the Action.

7. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

7.1. The Effective Date of the Settlement shall be conditioned on the occurrence of all of the following events:

(a) the Court entering the Preliminary Approval Order directing notice to the Settlement Class, as required by ¶ 3.1 hereof;

(b) the Settlement Amount being deposited into the Escrow Account;

(c) Defendants having not exercised their option to terminate this Stipulation pursuant to ¶ 7.3 hereof, and the option for doing so having expired in accordance with the terms of this Stipulation;

(d) the Court granting final approval of the Settlement, following notice to the Class;

(e) the Court entering the Judgment, or a judgment substantially in the form of Exhibit B attached hereto; and

(f) the Judgment becoming Final, as defined in ¶ 1.13 hereof.

7.2. Upon the Effective Date, any and all remaining interest or right of the Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished. If the conditions specified in ¶ 7.1 hereof are not met, then the Settlement shall be canceled and terminated subject to ¶¶ 7.5–7.7 hereof unless Plaintiff's Counsel and Defendants' Counsel mutually agree in writing to proceed with the Settlement.

7.3. Defendants shall have the right to terminate the Settlement and render it null and void in the event that Settlement Class Members, who purchased or otherwise acquired more than

a certain amount of Hayward shares that allegedly were damaged and would be eligible for participation in the settlement, exclude themselves from the Settlement Class, as set forth in a separate agreement executed between Lead Plaintiff and Defendants, by and through their counsel (“Supplemental Agreement”). The Settling Parties agree to maintain the confidentiality of the Supplemental Agreement, which is being executed concurrently herewith. The Supplemental Agreement shall not be filed with the Court unless and until the Court requires the Settling Parties to file the Supplemental Agreement or disclose its terms. If submission of the Supplemental Agreement is ordered by the Court, the Settling Parties will seek to have the Supplemental Agreement submitted to the Court *in camera* or filed under seal, but such disclosure shall be carried out to the fullest extent possible in accordance with the practices of the Court, so as to preserve the confidentiality of the Supplemental Agreement, particularly the threshold aggregate number of shares.

7.4. Lead Plaintiff and Defendants shall each have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”) to all other parties hereto within thirty (30) calendar days of: (a) the Court’s refusal to enter the Preliminary Approval Order; (b) the Court’s refusal to approve the Settlement; (c) the Court’s refusal to enter the Judgment; (d) the date upon which the Judgment is reversed, vacated, or altered following any appeal taken therefrom, or is successfully collaterally attacked; or (e) the failure of the Effective Date to occur for any reason. For the avoidance of doubt, no order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or the amount of any attorneys’ fees, expenses, and interest awarded by the Court to Plaintiff’s Counsel or expenses to Lead Plaintiff shall operate to terminate or cancel this Stipulation or constitute grounds for cancellation or termination of this Stipulation.

7.5. Unless otherwise ordered by the Court, in the event this Stipulation is not approved, or this Stipulation or the Settlement is terminated, canceled, or the Effective Date otherwise fails to occur for any reason, including without limitation in the event the Judgment is reversed or vacated or altered following any appeal taken therefrom, or is successfully collaterally attacked, within ten (10) business days after written notification of such event is sent by Defendants' Counsel or Plaintiff's Counsel to the Escrow Agent, the Settlement Fund, less Taxes, Tax Expenses, and Notice and Administration Expenses, which have either been disbursed pursuant to ¶¶ 2.9 and/or 2.11 hereof or are chargeable to the Settlement Fund pursuant to ¶¶ 2.9 and/or 2.11 hereof, shall be refunded by the Escrow Agent to the Persons who contributed to the Settlement Fund in proportion to their respective contribution. The Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Amount and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, to the same Persons in the same manner as the Settlement Fund described in this ¶ 7.5. Payments pursuant to this paragraph shall be pursuant to written instructions from Defendants' Counsel.

7.6. In the event that this Stipulation is not approved, or this Stipulation or the Settlement is terminated, canceled, or the Effective Date otherwise fails to occur for any reason, the Settling Parties shall be restored to their respective positions in the Action as of December 18, 2025. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or any Fee and Expense Award shall operate to terminate or cancel this Stipulation or constitute grounds for cancellation or termination of this Stipulation.

7.7. If the Effective Date does not occur, or if this Stipulation is terminated pursuant to its terms, neither Lead Plaintiff nor Plaintiff's Counsel shall have any obligation to repay any amounts disbursed pursuant to ¶¶ 2.9 or 2.11 hereof. In addition, any amounts already incurred

pursuant to ¶¶ 2.9 or 2.11 hereof at the time of such termination or cancellation, but which have not been paid, shall be paid by the Escrow Agent in accordance with the terms of this Stipulation prior to the balance being refunded in accordance with ¶¶ 2.13 and 7.5 hereof.

8. No Admission of Wrongdoing

8.1. Neither the Settlement, this Stipulation (whether or not consummated), including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of this Stipulation and the Settlement, nor any proceedings taken pursuant to or in connection with this Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) is, may be deemed to be, or shall be offered as an admission of, or evidence of, the validity of any Released Claim as against a Released Defendants' Party or a Released Defendants' Claim as against a Released Plaintiff's Party;

(b) shall be offered or received against any Defendant as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any Defendant of the truth of any allegations by Lead Plaintiff or any Member of the Settlement Class or the validity of any claim that has been, or could have been, asserted in the Action, or the deficiency of any defense that has been, or could have been, asserted in the Action or in any other litigation, including without limitation litigation of the Released Claims, or of any liability, negligence, fault, or wrongdoing of any kind of any of the Defendants or in any way referred to for any other reason as against any of the Defendants, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(c) shall be offered or received against any Defendant as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to

any statement or written document approved or made by any Defendant, or against Lead Plaintiff or any Settlement Class Member, as evidence of any infirmity in the claims of Lead Plaintiff and the Settlement Class;

(d) shall be offered or received against any Defendant as evidence of a presumption, concession, or admission of any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason, as against any of the parties to this Stipulation, in any other civil, criminal, or administrative action or proceeding; provided, however, that if this Stipulation is approved by the Court, Defendants and Released Defendants' Parties may refer to it to effectuate the Release granted them hereunder; or

(e) shall be construed against Defendants, Lead Plaintiff, or the Settlement Class as evidence of a presumption, concession, or admission that the consideration to be given hereunder represents the amount that could be, or would have been, recovered after trial or in any proceeding other than the Settlement.

9. **Miscellaneous Provisions**

9.1. The Settling Parties: (a) acknowledge that it is their intent to consummate this agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of this Stipulation.

9.2. The Settling Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Action. The Settlement compromises all claims that were or are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Judgment will contain a finding that, during the course of the Action, the Settling Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure. The Settling Parties agree that the Settlement Amount

and other terms of the Settlement were negotiated in good faith by the Settling Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

9.3. The Settling Parties and their counsel agree not to assert in any statement made to any media representative (whether or not for attribution) that the Action was commenced or prosecuted by Lead Plaintiff or defended by Defendants in bad faith or without a reasonable basis, nor will they deny that the Action was commenced and prosecuted and defended in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, the Settling Parties and their counsel shall not make any accusations of wrongful or actionable conduct by any party concerning the prosecution, defenses, and resolution of the Action and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum regarding the Action, including that the Action was brought or defended in bad faith or without a reasonable basis.

9.4. Defendants and/or the Released Defendants' Parties may file this Stipulation and/or the Judgment from the Action in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, statute of limitations, statute of repose, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate any liability protection under any applicable insurance policy. The Settling Parties may file this Stipulation and/or the Judgment in any action that may be brought to enforce the terms of this Stipulation and/or the Judgment. The Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

9.5. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Stipulation.

9.6. All the exhibits to this Stipulation and the Supplemental Agreement are material and integral parts hereof and are fully incorporated herein by reference.

9.7. This Stipulation, along with its exhibits and the Supplemental Agreement, may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

9.8. This Stipulation and the exhibits attached hereto, together with the Supplemental Agreement, constitute the entire agreement among the Settling Parties hereto, as to the subject matter hereof, and supersede any prior or contemporaneous written or oral agreements or understandings between the Settling Parties. No representations, warranties, or inducements have been made to any party concerning this Stipulation, its exhibits, or the Supplemental Agreement, other than the representations, warranties, and covenants contained and memorialized in such documents.

9.9. Except as otherwise provided herein, each party shall bear his, her, or its own fees and costs; subject, in the case of the defendants, to any agreements between defendants as to allocation of fees and costs.

9.10. Plaintiff's Counsel, on behalf of the Settlement Class, is expressly authorized by Lead Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to this Stipulation to effectuate its terms.

9.11. Each counsel or other Person executing this Stipulation, its exhibits, the Supplemental Agreement, or any related Settlement document, on behalf of any party hereto, hereby warrants that such Person has the full authority to do so and that they have the authority to

take appropriate action required or permitted to be taken pursuant to this Stipulation to effectuate its terms, without requiring additional consent, approval, or authorization of any other Person, board, entity, tribunal, or other regulatory or government authority.

9.12. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. Signatures sent by facsimile or PDF documents via email shall be deemed originals.

9.13. All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed duly given (a) when delivered personally to the recipient; (b) when sent by email to the email address set forth below with confirmation of transmission; (c) one business day after being sent to the recipient by reputable overnight courier service (charges prepaid); or (d) three business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient, as set forth below:

*If to Lead Plaintiff or to Plaintiff's
Counsel:*

SCOTT+SCOTT ATTORNEYS AT LAW LLP
Max Schwartz
The Helmsley Building
230 Park Avenue, 24th Floor
New York, NY 10169
Telephone: (212) 223-6444
mschwartz@scott-scott.com

*If to Defendants Hayward
Holdings, Inc., Kevin Holleran, and
Eifion Jones or to their Counsel:*

LATHAM & WATKINS LLP
Kevin M. McDonough
1271 Avenue of the Americas
New York, New York 10020
Telephone: (212) 906-1200
kevin.mcdonough@lw.com

If to Defendants 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, Greg Brenneman, Mark McFadden, and Timothy Walsh or to their Counsel:

WILLKIE FARR & GALLAGHER LLP
Tariq Mundiya
787 Seventh Avenue
New York, NY 10019
Telephone: (212) 728-8000
tmundiya@willkie.com

If to Defendants MSD Aqua Partners, LLC, MSD Partners, L.P., MSD Partners (GP), LLC, Christopher Bertrand, and Kevin Brown or their Counsel:

SEYFARTH SHAW LLP
Daphne Morduchowitz
620 Eighth Avenue
New York, NY 10018
Telephone: (212) 218-5500
dmorduchowitz@seyfarth.com

9.14. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

9.15. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Stipulation, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation and matters related to the Settlement.

9.16. The waiver by one Settling Party of any breach of this Stipulation by any other party shall not be deemed a waiver by any other Settling Party or a waiver of any other prior or subsequent breach of this Stipulation.

9.17. This Stipulation, its exhibits, and the Supplemental Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of New York, and the rights and obligations of the parties to this Stipulation shall be construed and enforced in accordance with, and governed by, the internal substantive laws of New York without

giving effect to its choice-of-law principles, except to the extent that federal law requires that federal law governs.

9.18. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

9.19. This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties, and the Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

9.20. Nothing in this Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including without limitation attorney-client privilege, joint-defense privilege, or work-product protection.

9.21. Unless otherwise provided, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation without further order of the Court.

IN WITNESS THEREOF, the parties hereto have caused this Stipulation to be executed by their duly authorized attorneys.