

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

IN RE: POOL PRODUCTS DISTRIBUTION	*	MDL NO. 2328
MARKET ANTITRUST LITIGATION	*	
	*	SECTION R/2
THIS DOCUMENT RELATES TO:	*	
<i>Kistler, et al. v. Pool Corporation, et al,</i>	*	JUDGE VANCE
<i>No. 12-1284 (Indirect Purchaser Plaintiffs)</i>	*	MAG. JUDGE WILKINSON

FINAL JUDGMENT UNDER RULE 54(b)

Indirect Purchaser Plaintiffs (“IPPs”) entered into individual settlement agreements with Defendants Hayward Industries, Inc. (“Hayward”) and Zodiac Pool Systems, Inc. (“Zodiac”) (collectively, “Settlement Agreements”) to fully and finally resolve the Settlement Class’s claims against them. On May 14, 2015, the Court conducted a fairness hearing, and, on July 27, 2015, entered an Order and Reasons granting final approval of the Settlement Agreements (“Final Approval Order”). R. Doc. 663.

IT IS, THEREFORE, HEREBY ADJUDGED AND DECREED:

1. As provided in the Preliminary Approval Order, dated December 31, 2014:
 - a) The following Settlement Class is certified, pursuant to Fed. R. Civ. P. 23(a) and (b)(3), for both Settlement Agreements:

all individuals residing or entities operating in Arizona, California, Florida or Missouri, who or which, between January 1, 2008 and July 16, 2013, purchased indirectly from PoolCorp (and not for resale) Pool Products in Arizona, California, Florida or Missouri manufactured by Hayward, Pentair, or Zodiac. Excluded from the Settlement Class are (1) individuals residing or entities operating in Missouri, who or which did not purchase Pool Products primarily for personal, family, or household purposes, and (2) Defendants and their subsidiaries, or affiliates, whether or not

named as a Defendant in this Action, and governmental entities or agencies. R. Doc. 551.

- b) The firms of Law Office of Thomas H. Brill; Gainsburgh, Benjamin, David, Meunier & Warshauer, L.L.C; Edgar Law Firm LLC; Sharp McQueen PA; and Brady & Associates are appointed as Settlement Class Counsel for the purposes of Rule 23 of the Federal Rules of Civil Procedure; and
 - c) The four named Class Settlement Representatives are appointed: Jean Bove (CA), Kevin Kistler (AZ), Peter Mougey (FL), and Ryan Williams (MO).
2. The Settlement Agreements are approved as being fair, reasonable, and adequate as to the Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure, and the Parties are directed to consummate them according to their terms.
 3. The Class Notice constituted, under the circumstances, the most effective and best practicable notice of the Settlements and of the Fairness Hearing, and constituted due and sufficient notice for all purposes to all Persons entitled to receive notice.
 4. As previously noted in the Court's Final Approval Order, *see* R. Doc. 663 at 19, no persons or entities timely and validly excluded themselves from the Settlement Class.
 5. This Court's Final Approval Order approved attorneys' fees, costs, and service awards out of the Settlement Funds. *See id.* at 31, 40–58.
 6. *Kistler, et al. v. Pool Corporation, et al.*, 2:12-cv-01284-SSV-JCW (E.D. La.), transferred into the MDL proceeding *In re Pool Products Distribution Market Antitrust Litigation*, 2:12-md-02328-SSV-JCW (E.D. La.), is dismissed, with prejudice and in its entirety, on the merits, and except as provided for in the Settlement Agreements, without costs, as to Defendants Hayward and Zodiac and any other party released under the


Settlement Agreements. This dismissal shall not affect, in any way, IPPs' right to pursue claims, if any, outside the scope of the releases set out in the Settlement Agreements, including all claims asserted against the other Defendants in the Action ("Non-Settling Defendants").

7. Releasees, as defined in paragraph 6 of each Settlement Agreement, shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, proceedings, causes of action, damages, liabilities, costs, expenses, penalties and attorneys' fees, of any nature whatsoever, whether class, individual, or otherwise in nature (whether or not any person or entity has objected to the Settlements or makes a claim upon or participates in the Settlement Funds), whether directly, representatively, derivatively or in any other capacity, that Releasers, as defined in paragraph 7 of each Settlement Agreement, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, related to, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected injuries, damages, and the consequences thereof in any way arising out of or relating to the Action, which were asserted or that could have been asserted, including, without limitation, any claims arising under any federal or state antitrust, unjust enrichment, unfair competition, or trade practice statutory or common law, or consumer protection law (collectively, the "Released Claims"). Releasers shall not, after the Execution Dates of these Settlement Agreements, seek to establish liability against any Releasee based, in whole or in part, upon any of the Released Claims. The Parties contemplate and agree that these Settlement Agreements may be pleaded as a bar to a lawsuit or other proceeding, and an injunction may be obtained to enjoin any action or proceeding from being initiated or

maintained, by any Releasor relating to any of the Released Claims, and Hayward and/or Zodiac shall be entitled to an award of reasonable attorneys' fees incurred with respect to any lawsuit or proceeding. However, Released Claims do not include claims relating to payment disputes, physical harm, defective product, bodily injury, or warranty claims in the ordinary course of business, and do not include any claims against any Non-Settling Defendant.

8. This Final Judgment does not settle or compromise any claims by IPPs or the Settlement Class against any persons or entities other than the Releasees, and all rights against the Non-Settling Defendants or other persons or entities are specifically reserved.
9. The Court's certification of the Settlement Class is without prejudice to, or waiver of the rights of any Non-Settling Defendant to contest class certification.
10. Without affecting the finality of this Final Judgment, the Court retains exclusive jurisdiction over this Action and the Settlement Agreements, including the administration, interpretation, consummation, and enforcement of the Settlement Agreements.
11. Pursuant to Fed. R. Civ. P. 54(b), the Court finds that there is no just reason for delay and hereby enters this final judgment of dismissal, with prejudice, of Defendants Hayward and Zodiac in *Kistler, et al.* (No. 12-1284).

THIS DONE the 30th day of October, 2015, New Orleans, Louisiana.



HONORABLE SARAH S. VANCE
UNITED STATES DISTRICT JUDGE