

("Hayward"), and PoolCorp, which affected the market for wholesale distribution of Pool Products in the United States in violation of Section 1 of the Sherman Act;

WHEREAS, having conducted an investigation into the facts and the law regarding the Action, including fact discovery, Plaintiffs have concluded that a settlement with Zodiac according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class;

WHEREAS, Zodiac denies each and every one of the allegations of unlawful or wrongful conduct made by Plaintiffs and the Settlement Class, and denies that any conduct challenged by Plaintiffs or the Settlement Class caused any damage whatsoever, and has asserted a number of defenses to the claims asserted by Plaintiffs and the Settlement Class;

WHEREAS, Zodiac has concluded, despite its belief that it is not liable for the claims asserted against it and that it has good defenses thereto, that, without any admission of liability or wrongdoing, it would be in its best interest to enter into this Agreement to avoid further expense, inconvenience, uncertainties of litigation with Plaintiffs and the Settlement Class, and the distraction of burdensome and protracted litigation;

WHEREAS, Plaintiffs, the Settlement Class, and Zodiac agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Zodiac or the truth of any of Plaintiffs' allegations or a waiver of any defenses thereto;

WHEREAS, Class Counsel and Zodiac's Counsel have engaged in arm's-length settlement negotiations, with the assistance of an independent mediator, and this Settlement Agreement has been reached as a result of these negotiations;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency

of which are hereby acknowledged, it is agreed by and among the undersigned that the Action be settled, compromised and dismissed on the merits with prejudice as to Zodiac only and, except as explicitly provided for in this Agreement, without costs, and subject to the approval of the Court, on the following terms and conditions:

A. Definitions

The following terms, as used in this Settlement Agreement, have the following meanings:

1. "Class Counsel" means the law firms of Herman, Herman & Katz LLC, 820 O'Keefe Avenue, New Orleans, LA 70113; Bernstein Liebhard LLP, 10 East 40th Street, 22nd Floor, New York, NY 10016; Kaplan Fox & Kilsheimer LLP, 850 Third Avenue, New York, NY 10022; and Labaton Sucharow LLP, 140 Broadway, New York, NY 10005. "Plaintiffs' Counsel" means the law firms identified on pages 49-50 of the Second Consolidated Amended Class Action Complaint filed in the Action on June 21, 2013.
2. "Claims Administrator" means a firm to be appointed as claims administrator.
3. "Class Member" means each member of the Settlement Class who does not timely elect to be excluded from the Settlement Class, and includes, but is not limited to, Plaintiffs.
4. "Class Period" means the period from and including November 22, 2007 up to and including November 21, 2011.
5. "Complaint" means the Second Consolidated Amended Class Action Complaint filed by Plaintiffs in the Action on June 21, 2013.
6. "Defendants" mean the parties named as defendants in the Complaint.

7. “Escrow Account” means the account with the Escrow Agent that holds the Settlement Fund.

8. “Escrow Agent” means the bank into which the Settlement Fund shall be deposited and maintained as set forth in Paragraph 34 of this Agreement.

9. “Fairness Hearing” means a hearing to be held by the Court to determine whether the Settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court.

10. “Final Approval” means an Order entered by the Court finally approving this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure.

11. “Zodiac’s Counsel” means the law firm of McGuireWoods LLP, One James Center, 901 East Cary Street, Richmond, VA, 23219.

12. “Non-Settling Defendants” mean Defendants other than Hayward, if the settlement between Plaintiffs and Hayward is approved and such approval becomes final, and Zodiac.

13. “Manufacturer Defendants” mean Zodiac, Pentair, and Hayward.

14. “Parties” mean Zodiac, Plaintiffs, and the Settlement Class.

15. “Plaintiffs” mean each of the following proposed named Settlement Class representatives: Aqua Clear Pools & Decks; A Plus Pools Corp.; Liquid Art Enterprises d/b/a Carl Boucher; Oasis Pool Service, Inc.; Pro Pool Services; SPS Services, LLC d/b/a Premier Pools & Spas; and Thatcher Pools, Inc.

16. “PoolCorp” means Pool Corporation and its subsidiaries, SCP Distributors LLC and Superior Pool Products LLC.

17. “Pool Products” mean the equipment, products, parts or materials used for the construction, renovation, maintenance, repair or service of residential and commercial swimming pools. Pool Products include, among other goods, pumps, filters, heaters, cleaners, covers, drains, fittings, diving boards, steps, rails, pool liners, pool walls, chemicals, cleaning tools, and “white goods” (the parts necessary to maintain pool equipment). Pool Products do not include pool toys or games, generic building materials, or products used solely for landscaping or irrigation, Olympic-style pools, or pools used in commercial water parks.

18. “Releasees” mean Zodiac and all of its past, present and future officers, directors, employees, agents, stockholders, attorneys, servants, representatives, corporate parents, subsidiaries, divisions, related entities, affiliates, corporate partners, insurers and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executors, administrators, and assigns of any of the foregoing.

19. “Releasers” mean each of the Plaintiffs and the members of the Settlement Class and all of their past, present and future officers, directors, employees, agents, stockholders, attorneys, servants, representatives, corporate parents, subsidiaries, divisions, related entities, affiliates, corporate partners, insurers and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executors, administrators, and assigns of any of the foregoing.

20. “Settlement Amount” means \$3,450,000 United States dollars.

21. "Settlement Fund" means the funds in the Escrow Account established in accordance with Paragraph 34 below and all interest earned thereon.

B. Settlement Class Definition and Certification

22. The Parties to this Agreement hereby stipulate for purposes of settlement only that the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure are satisfied, and, subject to Court approval, the following Settlement Class shall be certified for settlement purposes only as to Zodiac:

All persons and entities located in the United States that purchased Pool Products in the United States directly from PoolCorp, during the Class Period from November 22, 2007 to November 21, 2011. Excluded from the Settlement Class are Defendants and their subsidiaries, parents, or affiliates, whether or not named as a Defendant in the Second Consolidated Amended Class Action Complaint, and government entities.

23. Plaintiffs represent that they intend to move the Court to certify a class in the Action that is identical to the stipulated Settlement Class definition contained herein. The Parties' stipulation to Court approval of certification of the Settlement Class is for purposes of effectuating this Settlement only, and for no other purpose. The Parties retain all of their respective objections, arguments and/or defenses with respect to class certification should there be no settlement of the Action.

C. Approval of the Settlement and Dismissal of Claims

24. The Parties shall use their best efforts to effectuate the Settlement, including cooperating in seeking Court approval of the Settlement and securing both the Court's certification of the Settlement Class and the Court's approval of procedures, including the giving of notice under Federal Rules of Civil Procedure 23(c) and (e), to secure the prompt, complete, and final dismissal with prejudice of the Action as to Zodiac only. Plaintiffs represent that they have no intention of appealing or attempting to appeal,

with respect to Zodiac, the Court's dismissal of their fraudulent concealment claims, as set forth in the Court's written opinions dated April 11, 2013 and December 18, 2013. The Parties and their Counsel further agree, consistent with their obligations in this paragraph, not to do anything to encourage any member of the Settlement Class to oppose or obstruct the Settlement, or to do anything to encourage any member of the Settlement Class to opt out.

25. Promptly after execution of this Agreement by the Parties (the "Execution Date"), Plaintiffs and the Settlement Class shall submit to the Court a motion (the "Motion") for an Order seeking preliminary approval of the Settlement, appointing Class Counsel as Settlement Class Counsel for purposes of this Settlement Agreement, and certifying a Settlement Class for purposes of this Settlement ("Preliminary Approval"). Plaintiffs shall submit the Motion requesting entry of a Preliminary Approval Order, subject to review by Zodiac's counsel at least 4 hours before filing, which shall provide that, *inter alia*:

- a. the settlement proposed in this Agreement has been negotiated at arm's length and is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Settlement Class;
- b. the Settlement Class be certified, designating Class Representatives and Class Counsel, on the condition that the certification and designations shall be automatically vacated in the event that the Settlement Agreement is not approved by the Court or any appellate court;
- c. a hearing on this Agreement shall be held by the Court to determine whether the proposed Settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court.

26. As soon as practicable after Preliminary Approval, Class Counsel shall move the Court for approval of a proposed form of, and means for disseminating, notice of the Settlement, subject to agreement by Zodiac on the proposed form and means of notice,

which agreement shall not be unreasonably withheld. Subject to approval by the Court of the form of and means for disseminating notice, individual notice of the Settlement (“Class Notice”) shall be mailed to members of the Settlement Class, as identified in transactional data produced by PoolCorp. In addition, after Preliminary Approval, and subject to Court approval of the form of and means for disseminating notice, Class Notice shall also be published once in such publication(s) as the Court may direct.

27. Plaintiffs and Class Counsel shall, following Preliminary Approval, seek entry of an order and final judgment, the text of which shall be proposed by Plaintiffs and Class Counsel, which shall:

- a. approve finally the Settlement as being a fair, reasonable, and adequate settlement as to the Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- b. determine that the Class Notice constituted, under the circumstances, the most effective and best practicable notice of the Settlement and of the Fairness Hearing, and constituted due and sufficient notice for all purposes to all Persons entitled to receive notice;
- c. reconfirm the appointment of Class Representatives and Class Counsel;
- d. require that Class Counsel shall file with the Clerk of the Court a record of the persons or entities who timely and validly excluded themselves from the Settlement Class, and shall provide a copy of the record to Zodiac’s Counsel;
- e. direct that, as to Zodiac only, the Action be dismissed with prejudice and, except as explicitly provided for in this Agreement, without costs;
- f. reserve to the Court exclusive jurisdiction over the Settlement, including its administration and consummation; and
- g. determine under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay, and directing that the final judgment of dismissal shall be entered as to Zodiac only.

28. The Settlement shall become final only when (a) the Court has entered final judgment dismissing the Action against Zodiac on the merits with prejudice as to all Settlement Class Members and, except as explicitly provided for in this Agreement, without costs and, (b) the time for appeal or to seek permission to appeal from the Court's approval of the Settlement and entry of a final judgment as described in clause (a) above has expired or, if appealed, all such appeals have been withdrawn, dismissed or the final judgment has been affirmed in its entirety by the Court of last resort to which such appeals have been taken and such affirmance has become no longer subject to further appeal or review, by certiorari or otherwise. Neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times. On the Execution Date, Plaintiffs and Zodiac shall be bound by the terms of this Agreement, and this Agreement shall not be rescinded except in accordance with Paragraphs 32 through 33 of this Agreement.

D. Release and Discharge

29. In addition to the effect of any final judgment entered in accordance with this Agreement, upon the Settlement becoming final as set out in Paragraph 28, and in consideration of payment of the Settlement Amount as specified in Paragraph 35, and for other valuable consideration, Releasees 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 directly, representatively, derivatively, or in any other capacity, that Releasers, 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 in any way to the Action, which were asserted or that could have been asserted (the “Released Claims”). Releasors shall not, after the Execution Date of this Settlement Agreement, seek to establish liability against any Releasees based, in whole or in part, upon any of the Released Claims. The Parties contemplate and agree that this Agreement 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 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, or bodily injury, or claims based upon purchases of Pool Products outside of the United States (the “Excepted Claims”), and do not include any claims against any Non-Settling Defendant.

30. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in paragraph 28, and in consideration of payment of the Settlement Amount as specified in paragraph 35, and for other valuable consideration, each of the Plaintiffs, members of the Settlement Class, and their attorneys shall be completely released, acquitted, and forever discharged from any and all claims, proceedings, or causes of action by Zodiac and its attorneys, or each of them, arising out of the commencement or prosecution of the Action (the “Releasee-Released Claims”). The Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained to enjoin any action or proceeding from being initiated or maintained, by Zodiac or its attorneys based upon any of

the Releasee-Released Claims. However, Releasee-Released Claims do not include any claims against any Non-Settling Defendant.

31. The releases set forth in Paragraphs 29 through 31 constitute a waiver of Section 1542 of the California Civil Code and Section 20-7-11 of the South Dakota Codified Laws, each of which provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor, and a waiver of any similar, comparable, or equivalent provisions, statute, regulation, rule, or principle of law or equity of any other state or applicable jurisdiction. The Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Agreement or the Action, but that it is their intention to release and settle fully, finally, and forever any and all claims released in Paragraphs 29 through 31, and in furtherance of such intention, these releases shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts. The Parties acknowledge that the foregoing waiver was separately bargained for and is a key and integral element of this Agreement of which the releases set forth in Paragraphs 29 through 31 are a part.

E. Rescission

32. If (a) the Court refuses to approve this Agreement or any part hereof, or such approval is modified or set aside on appeal, or (b) the Court does not enter the final judgment provided for in Paragraphs 27-28 of this Agreement, or (c) the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed, then Zodiac and Plaintiffs shall each, in their sole discretion, have the option

to rescind this Agreement in its entirety by giving notice of rescission (a "Rescission Notice"), within ten (10) business days of the action giving rise to such option, to counsel for the non-rescinding Party and the Escrow Agent. Within ten (10) business days of the Rescission Notice, Zodiac's Counsel shall deliver written instructions to the Escrow Agent, with a simultaneous copy delivered to Class Counsel, directing that all amounts in the Escrow Account created pursuant to Paragraph 34 hereof, less any expenses authorized pursuant to this Agreement not to exceed the amount provided for in Paragraph 41, shall be wire transferred to Zodiac pursuant to its instructions; provided, however, that if Class Counsel shall, within five (5) business days of receipt of such instructions, notify the Escrow Agent in writing, of any objection to Zodiac's instructions, with a simultaneous copy delivered to Zodiac's Counsel, then any amount subject to such objection shall not be transferred by the Escrow Agent pending agreement by the Parties resolving the objection or order of the Court. A modification or reversal on appeal of any amount of the fees for Class Counsel shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

33. If this Agreement is rescinded, Plaintiffs, Class Counsel and Zodiac agree that this Agreement and any and all negotiations, documents, information, and discussions associated with it shall be without prejudice to the rights of Zodiac or Plaintiffs, shall not be deemed or construed to be an admission or denial, or evidence or lack of evidence of any violation of any statute or law or of any liability or wrongdoing, or of the truth or falsity of any of the claims or defenses asserted in this Action in any pleading, and shall not be used directly or indirectly, in any way, whether in this Action or in any other proceeding, unless

such documents or information is otherwise obtainable by separate and independent discovery permissible under the Federal Rules of Civil Procedure or similar rule of law.

F. Payment

34. Zodiac shall pay or cause to be paid the Settlement Amount in settlement of the Action. The Settlement Amount is an “all-in” settlement number, meaning that it includes the costs of class notice and settlement administration, as well as attorneys’ fees, incentive awards, any additional administrative costs and expenses, class member benefits, and costs of any kind associated with the resolution of the Action. The Settlement Amount shall be wire transferred by Zodiac or its designee into the Settlement Fund within ten (10) business days after Zodiac receives an Order during business hours between 8:00am and 6:00pm (EST) from the Court granting Preliminary Approval of the Settlement. Prior to the receipt of the Court’s Preliminary Approval of the Settlement, Class Counsel will provide all necessary funding and wire transfer information and a tax identification number. Zodiac will wire transfer the Settlement Amount directly into a Settlement Fund established as an Escrow Account at a third party banking institution selected by Class Counsel and administered in accordance with the escrow agreement to be entered into by the Parties and the Escrow Agent. The Settlement Fund held in the Escrow Account will be invested in Certificates of Deposit, Treasury bills, or short-term equivalents such that the Settlement Amount carries no risk of loss. The interest from the Escrow Account will accrue to the benefit of the Settlement Class. Zodiac shall have no liability, obligation, or responsibility with respect to the investment, disbursement, tax implications, or other administration or oversight of the Settlement Fund or Escrow Account.

35. The Settlement Amount is the total amount that Zodiac will pay under this Settlement Agreement in exchange for the Released Claims, including without limitation

funds to satisfy claims by Settlement Class members, attorneys' fees and costs, expert fees and costs, consultant fees and costs, advisor fees and costs, agent fees and costs, representative fees and costs, claims administration oversight, and any Court-approved incentive awards to the Plaintiffs for their roles as Class Representatives. Plaintiffs and the Settlement Class shall look solely to the Settlement Amount for settlement and satisfaction against Zodiac of all Released Claims. Plaintiffs and the Settlement Class shall not under any circumstances be entitled to any further compensation or payment from Zodiac with respect to any Released Claims, and the Settlement Amount will fully satisfy any and all Released Claims as defined in Paragraph 29 herein.

36. Class Counsel may, at a time approved by the Court, seek an award of attorneys' fees and reasonable litigation expenses and incentive awards for Class Representatives approved by the Court, to be paid out of the Settlement Fund after the Final Approval of the Settlement. Zodiac agrees to take no position with respect to Class Counsel's petition to the Court for payment of attorneys' fees, costs, expenses, and incentive awards for Class Representatives from the Settlement Fund. Except to the extent that the Court may award attorneys' fees and litigation expenses to be paid out of the Settlement Fund, Zodiac shall have no obligation to pay any fees or expenses for Class Counsel.

37. Upon entry of an order by the Court approving the request for an award of attorneys' fees and expenses and incentive awards for Class Representatives ("Attorneys' Fees Order") made pursuant to Paragraph 36 above, attorneys' fees may be distributed from the Settlement Fund pursuant to the terms of the Attorneys' Fees Order; provided however that any Class Counsel seeking to draw down their share of the attorneys' fees

prior to Final Approval and the Attorneys' Fees Order becoming final shall agree that, if Final Approval or the Attorneys' Fees Order is overturned on appeal, or the amount of attorneys' fees is subsequently reduced, then such Class Counsel shall promptly repay any payment or overpayment received, and expressly submits to the personal jurisdiction of the Court for purposes of enforcing this undertaking. The Attorneys' Fees Order becomes final when the time for appeal or to seek permission to appeal from the Attorneys' Fees Order has expired or, if appealed, has been affirmed by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. Neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

38. Disbursements for any payments and expenses incurred in connection with taxation matters relating to this Agreement shall be made from the Settlement Fund pursuant to section H of this Agreement upon notice to the Escrow Agent by Class Counsel of such payments and expenses.

39. Notwithstanding any other provision in this Settlement Agreement, as to expenses provided in paragraph 3 of Pretrial Order No. 30, entered by the Court in the Action on August 27, 2014: (a) Zodiac and Zodiac's Counsel hereby waive any claim for and shall not seek payment or reimbursement for attorneys' fees incurred in connection with Dr. Gordon Rausser's supplemental report and/or his additional deposition; (b) Zodiac and Zodiac's counsel do not, however, waive any claim for reimbursement of any amounts that they have paid or shall pay to experts in connection with Dr. Rausser's supplemental report and/or his additional deposition pursuant to Pretrial Order No. 30, not

to exceed such amount as shall be agreed to by Class Counsel or allowed by the Court, whichever is greater; and (c) Plaintiffs and Class Counsel reserve all objections on any such application for reimbursement, whether made by Zodiac or any other Defendant, or by any expert retained by any Defendant.

G. Notice of Settlement to Class Members

40. Subject to Court approval, disbursements for any payments and expenses incurred in connection with the costs of Class Notice and administration of the Settlement Agreement by the Claims Administrator shall be made from the Settlement Fund upon notice to the Escrow Agent by Class Counsel of such payments and expenses. If Class Notice is combined with dissemination of notice of another settlement agreement or agreements as provided for under Paragraph 26, the costs of the combined notice and administration may be apportioned by Class Counsel as they deem fit.

41. In the event that this Agreement is not approved, is rescinded, or otherwise fails to become final, the Settlement Amount shall be refundable to Zodiac, less all Tax Expenses as defined in Paragraph 42 below, and actual, reasonable, necessary, and documented out of pocket fees or costs (excluding attorney's fees) incurred relating to the provision of notice to the Settlement Class as provided in Paragraph 40 above, up to a maximum of \$50,000.

H. Taxes

42. Class Counsel shall be solely responsible for directing the Claims Administrator to file all informational and other tax returns necessary to report any taxable or net taxable income earned by the Settlement Fund. Further, Class Counsel shall be solely responsible for directing the Escrow Agent to make any tax payments, including interest and penalties due, on income earned by the Escrow Funds ("Tax Expenses").

Class Counsel shall be entitled to direct the Escrow Agent in writing to pay customary and reasonable Tax Expenses, including reasonable professional fees and expenses incurred in connection with carrying out their responsibilities as set forth in this Paragraph, from the applicable Escrow Fund by notifying the Escrow Agent in writing and as provided in Paragraph 40 herein. Zodiac shall have no liability, obligation or responsibility with respect to any taxes, tax filings, or tax reporting requirements relating to this Settlement Agreement, the Settlement Fund, or the Escrow Account.

43. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “Administrator” of the Settlement Fund shall be the Claims Administrator, who shall timely and properly file or cause to be filed on a timely basis, all tax returns necessary or advisable with respect to the Settlement Amount (including, without limitation, all income tax returns, all informational returns, and all returns described in Treas. Reg. § 1.468B 2(1)).

44. The Parties to this Agreement and their Counsel shall treat, and shall cause the Claims Administrator to treat, the Settlement Amount as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B 1. In addition, the Claims Administrator and, as required, the Parties, shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph, including the “relation-back election” (as defined in Treas. Reg. § 1.468B 1(j)) back to the earliest permitted date. 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. All provisions of this

Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B 1.

I. Cooperation

45. Upon Preliminary Approval of this Settlement, Zodiac agrees to provide the following cooperation to Releasers who act with, by, or through Class Counsel pursuant to this Agreement:

- a. **Transactional Data:** Zodiac shall, upon request by Class Counsel, respond to questions Plaintiffs may have concerning transactional data previously produced by Zodiac in discovery in the Action. Class Counsel agree to use best efforts to minimize the burden of any such request.
- b. **Authentication of Documents & Certifications as to Business Records:** Zodiac shall abide by the Court’s Order, dated February 4, 2014, governing the procedure for stipulation of documents as authentic business records. Class Counsel agree to use best efforts to minimize the burden to Zodiac of any such authentication request.

J. Miscellaneous

46. This Agreement does not settle or compromise any claim by Plaintiffs or any Class Member asserted in the Action against any Non-Settling Defendant or any person or entity other than the Releasees. All rights of any Plaintiffs and any Class Member against Non-Settling Defendants or any other person or entity other than the Releasees are specifically reserved by Plaintiffs and the Class Members. All sales of Pool Products by PoolCorp to Class Members shall remain in the case against the Non-Settling Defendants for all purposes.

47. Subject to Court approval, the United States District Court for the Eastern District of Louisiana shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the

applicability of this Settlement Agreement that cannot be resolved by negotiation and agreement by the Parties. This Settlement Agreement shall be governed by and interpreted according to the substantive laws of Louisiana without regard to its choice of law or conflict of laws principles.

48. This Agreement constitutes the entire agreement among Plaintiffs, the Settlement Class, Releasors, Zodiac, and Releasees pertaining to the Settlement of the Action against Zodiac only. This Agreement may be modified or amended only by a writing executed by Plaintiffs, the Settlement Class, and Zodiac and approved by the Court.

49. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Releasors and Releasees. Without limiting the generality of the foregoing: (a) each and every covenant and agreement made herein by Plaintiffs, Class Counsel, or Plaintiffs' Counsel shall be binding upon all Settlement Class Members and Releasors; and (b) each and every covenant and agreement made herein by Zodiac or Zodiac's Counsel shall be binding upon all Releasees.

50. The undersigned Class Counsel and Plaintiffs' Counsel represent that they have been and are fully authorized to conduct settlement negotiations with Zodiac's Counsel and Zodiac on behalf of Plaintiffs and the Settlement Class and to enter into, and execute, this Settlement Agreement on behalf of Plaintiffs and the Settlement Class, subject to Court approval.

51. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision if Zodiac and Class

Counsel mutually agree to proceed as if such illegal, invalid or unenforceable provision had never been included in the Agreement.

52. This Agreement may be executed in counterparts by Class Counsel and Zodiac's Counsel, and an electronically scanned (in either .pdf or .tiff format) signature will be considered an original signature for all purposes.

53. The headings in this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

54. If this Agreement is not approved, or if the order and final judgment approving the settlement is entered but is reversed, modified, or vacated, the pre-settlement status of the Action shall be restored, and the Agreement shall have no effect on the rights of Plaintiffs or Zodiac to prosecute or defend the Action in any respect.

55. Neither Plaintiffs nor Zodiac shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

56. Nothing expressed or implied in this Agreement is intended to or shall be construed to confer upon or give any person or entity other than Plaintiffs, Plaintiffs' Counsel, the Settlement Class, Class Counsel, Releasors, Zodiac, Zodiac's Counsel, and Releasees any right or remedy under or by reason of this Agreement.

57. Where this Agreement requires or permits any party to provide notice, objection, or any other communication or document to any other party, such notice, objection, communication, or document shall be provided by electronic mail or overnight delivery to:

For the Settlement Class:

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For Zodiac:

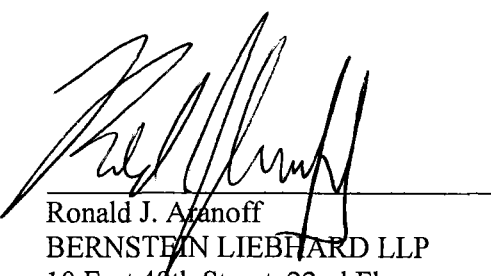
J. Brent Justus
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One James Center
901 East Cary Street
Richmond, VA 23219
BJustus@mcguirewoods.com

58. Each of the undersigned attorneys represents that he or she is fully authorized to enter into and to execute this Agreement, subject to Court approval.

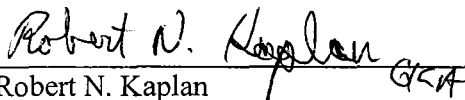
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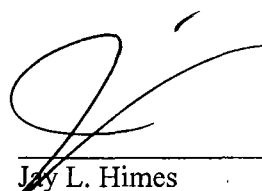
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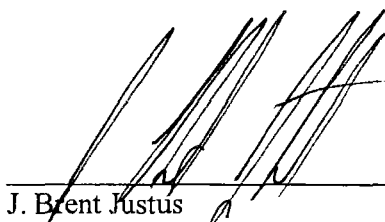

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