

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF LOUISIANA

If You Purchased Pool Products Directly from PoolCorp between November 22, 2007 and November 21, 2011, You Could Be Affected by Proposed Class Action Settlements With Hayward Industries, Inc. and Zodiac Pool Systems, Inc.

A federal court authorized this Notice. This is not a solicitation from a lawyer or a claims filing service.

- A class action lawsuit on behalf of direct purchasers from Pool Corporation (“Plaintiffs”) of Pool Products is currently pending. Plaintiffs have reached proposed settlements with Hayward Industries, Inc. (“Hayward”) and Zodiac Pool Systems, Inc. (“Zodiac”), two of the Defendants in the lawsuit (the “Hayward and Zodiac Settlements”).
- The term “Pool Products” in these two proposed settlements (“Pool Products”) means 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.
- The lawsuit is continuing against the following Defendants: (1) Pool Corporation, SCP Distributors LLC, and Superior Pool Products LLC (collectively “PoolCorp”); and (2) Pentair Water Pool and Spa, Inc. (“Pentair”). These companies against whom the lawsuit is continuing are together referred to as the “Non-Settling Defendants.” Hayward, Zodiac, and Non-Settling Defendants are referred to as “Defendants.” Pentair, Hayward, and Zodiac are referred to as “Manufacturer Defendants.”
- Plaintiffs claim that PoolCorp and the Manufacturer Defendants entered into agreements in violation of the antitrust laws and that PoolCorp attempted to monopolize the alleged market for Pool Products in the United States in violation of the antitrust laws. Plaintiffs allege that, as a result, Plaintiffs paid more for Pool Products than they otherwise would have paid absent the conspiracy and the attempt to monopolize. Defendants deny all of the Plaintiffs’ claims and have asserted various defenses to the claims. The Court has not made any decision as to the merits of the Plaintiffs’ allegations.
- Proposed settlements have now been reached with Hayward and Zodiac. Approval of the proposed settlements by the Court will resolve this lawsuit as to Hayward and Zodiac.
- Your legal rights will be affected whether or not you act. This Notice includes information on the lawsuit and regarding the Hayward and Zodiac Settlements. Please read the entire Notice carefully.

Your Legal Rights And Options		
YOU MAY:		DUE DATE
STAY IN THE CLASS		
GO TO A HEARING	Ask to speak to the Court about the fairness of the Hayward and Zodiac Settlements, the Plan of Allocation, or the Request for Attorneys' Fees and Reimbursement of Expenses.	April 9, 2015
OBJECT	Write to the Court about why you don't like the Hayward or Zodiac Settlements, the Plan of Allocation, or the Request for Attorneys' Fees and Reimbursement of Expenses.	April 9, 2015
EXCLUDE YOURSELF	Get no payment from the Hayward and Zodiac Settlements. This is the only option that allows you to ever be part of any other lawsuit against Hayward or Zodiac about the legal claims in this case.	April 9, 2015
DO NOTHING	Remain in the class without objecting to the Hayward and Zodiac Settlements or excluding yourself from the Settlement Classes.	

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- Your legal rights are affected whether or not you act. Please read this Notice carefully.

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BASIC INFORMATION

1. Why did I get this Notice?

You or your company may have purchased Pool Products directly from PoolCorp during the period from and including November 22, 2007 up to and including November 21, 2011.

The Court has directed that this Notice be sent to you because, as a possible class member, you have the right to know about the Hayward and Zodiac Settlements in this class action lawsuit, and about all your options, before the Court decides whether to approve the Hayward and Zodiac Settlements.

This Notice explains the lawsuit, the Hayward and Zodiac Settlements, and your legal rights.

The Court supervising the case is the United States District Court for the Eastern District of Louisiana. The case is called *In Re: Pool Products Distribution Market Antitrust Litigation*, 2:12-md-02328-SSV-JCW (E.D. La.). The people who sued are the Plaintiffs, and the companies they sued are called Defendants. The Defendants that have agreed to this proposed settlement are Hayward and Zodiac. The litigation is continuing against the other Defendants.

2. What is this lawsuit about?

The lawsuit alleges that PoolCorp and the Manufacturer Defendants entered into agreements in violation of the antitrust laws and that PoolCorp attempted to monopolize the alleged market for Pool Products in the United States in violation of the antitrust laws. The lawsuit claims that, as a result, Plaintiffs paid more for Pool Products purchased from PoolCorp than they otherwise would have paid.

Defendants have denied all of these claims and have asserted various defenses to the claims. The Court has not made any decision as to the merits of the Plaintiffs' allegations.

3. Who are the Defendants?

The Defendants are: Pool Corporation; SCP Distributors LLC; Superior Pool Products LLC; Hayward Industries, Inc.; Pentair Water Pool and Spa, Inc.; and Zodiac Pool Systems, Inc.

4. Why is this a class action?

In a class action, one or more individuals or companies, called class representatives, sue on behalf of others who have similar claims. The Class Representatives in this case are 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. The class representatives and the individuals or companies with similar claims are individually class members, together comprising a class. One court resolves the settlement related issues for all class members, except for those who exclude themselves from the class. Chief U.S. District Judge Sarah S. Vance is in charge of this class action.

5. Why are there proposed settlements with Hayward and Zodiac?

Both Hayward and Zodiac have denied all liability in this case and have asserted various defenses to the Plaintiffs' claims. The Court did not decide in favor of the Plaintiffs or Hayward and Zodiac. Instead, both sides agreed to the Hayward and Zodiac Settlements. That way, they avoid the cost and risk of a trial, and the class members affected will get compensation. The Class Representatives and Class Counsel think the Hayward and Zodiac Settlements are best for all class members. The case is continuing against the Non-Settling Defendants.

WHO IS AFFECTED BY THE HAYWARD AND ZODIAC SETTLEMENTS

To see if you are affected by the Hayward and Zodiac Settlements, you first have to determine if you are a class member.

6. How do I know if I am part of the Hayward and Zodiac Settlements?

Chief Judge Vance has decided that for purposes of the Hayward and Zodiac Settlements only, everyone who fits this description is a class member:

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.

7. I'm still not sure if I am included.

If you are still not sure if you are a class member, you can ask for free help. See Question 25 below.

THE BENEFITS OF THE HAYWARD AND ZODIAC SETTLEMENTS

8. What do the Hayward and Zodiac Settlements provide?

Under the Hayward Settlement, Hayward has agreed to pay \$6.5 million in cash (“the Hayward Settlement Fund”). Under the Zodiac Settlement, Zodiac has agreed to pay \$3.45 million in cash (“the Zodiac Settlement Fund”). Hayward and Zodiac will also provide cooperation in Plaintiffs’ continuing lawsuit against the Non-Settling Defendants. This cooperation may include the explanation of previously produced transactional data and authentication of documents and certification as to business records. Details about the cooperation are set forth in the Settlement Agreements, which have been filed with the Court and may be viewed at www.PoolProductsAntitrustLitigation.com.

9. How do I get a payment?

If you are a Settlement class member and do not exclude yourself from the classes, you may be eligible to receive a payment. To qualify for a payment, you must send in a claim form, which is enclosed with this Notice. Please read the instructions carefully.

The claim form is the same for each Settlement, and you need to send only one claim form to participate in both Settlements. You must fill out the form and include all the information the form asks for. Be sure to sign it, and mail it by first-class mail in the enclosed envelope postmarked no later than December 11, 2015 to the address below.

Pool Products Distribution Market Antitrust Litigation
(Direct Purchasers)
c/o GCG
P.O. Box 10095
Dublin, OH 43017-6695

If the Court approves the Settlements (see “The Court’s Fairness Hearing” below), at a later date payments from the Hayward Settlement Fund and the Zodiac Settlement Fund will be distributed to class members who submit valid and timely claims. In the interim you should maintain all of your records of purchases of Pool Products from PoolCorp during the period November 22, 2007 through November 21, 2011.

There are specialized companies that may offer to fill out and file your claim in return for a percentage of the value of your claim. The Court has not authorized any of these companies to contact you. Before you sign a contract with one of these companies, you should examine the claim-filing process provided here and decide whether using a specialized company is worth the cost. You can always seek help free of charge from the Claims Administrator or Class Counsel.

10. How much will my payment be?

Class Counsel has proposed a Plan of Allocation describing the division of the Hayward and Zodiac Settlement Funds among class members.

Under the Plan of Allocation, part of the Hayward Settlement Fund and the Zodiac Settlement Fund each will be used to pay attorneys’ fees and expenses approved by the Court. Class Counsel will deduct attorneys’ fees and expenses from the Hayward Settlement Fund and the Zodiac Settlement Fund in proportion to each individual Settlement’s contribution to the \$9.95 million that the two Settlement Funds represent. The remaining amounts (the “Net Hayward Settlement Fund” and the “Net Zodiac Settlement Fund,” respectively) will be distributed to class members that submit valid and timely claims.

The Net Hayward Settlement Fund and the Net Zodiac Settlement Fund will be distributed on a pro rata basis among all class members who submit valid and timely Claim Forms. In other words, each Settlement class member shall be paid a

percentage of the Net Hayward Settlement Fund and the Net Zodiac Settlement Fund that each class member's recognized claim bears to the total of all recognized claims submitted by all class members who file claims, as to each Settlement.

As further described below, if a class member excludes itself from either or both of the Hayward or Zodiac Settlement Classes, it will not be able to share in the distribution from the Net Settlement Fund for the Settlement from which the class member elects to be excluded.

If you wish to object to the Plan of Allocation, you must file your objection by April 9, 2015 as described in Question 18 below.

11. When will I receive payment?

The Net Hayward Settlement Fund and the Net Zodiac Settlement Fund will be distributed to class members at a later time after the Claim Forms are distributed and processed by a Claims Administrator, and the Court has authorized distribution.

12. What am I giving up to get a payment or stay in the class?

Unless you exclude yourself from either or both of the Hayward or Zodiac Settlement Classes, you are staying in the class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Hayward or Zodiac about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

In exchange for the consideration provided, each of the Settlement Agreements provides that there will be a release of claims against Hayward and Zodiac and the Releasees (as defined in ¶18 of each of the Hayward and Zodiac Settlement Agreements). The Hayward and Zodiac Settlement Agreements, however, do not release any 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. The Settlement Agreements with Hayward and Zodiac each provide the specific and full terms of the releases as to Hayward and Zodiac, but broadly the Agreements completely release, acquit, and forever discharge Hayward and Zodiac and the Releasees from any and all other claims arising at any time prior to the execution date of the respective Settlement Agreements under antitrust, unfair competition, or similar statutes relating to the supply, pricing, marketing, distribution, and sale of Pool Products by Hayward, Zodiac, or any Defendants in the U.S. or its territories or possessions.

The Hayward and Zodiac Settlement Agreements, which are available at www.PoolProductsAntitrustLitigation.com, more fully describe the legal claims that you give up if you stay in the class.

EXCLUDING YOURSELF FROM THE HAYWARD OR ZODIAC SETTLEMENT CLASSES

If you want to keep the right to sue or continue to sue Hayward or Zodiac (or both of them) on your own about the legal issues in this case, then you must take steps to get out of either or both of the Hayward Settlement and the Zodiac Settlement Classes. This is called excluding yourself—or sometimes referenced as "opting out" of the class. If you opt out of the class as to the Hayward Settlement, you will not get any payment from the Net Hayward Settlement Fund. If you opt out of the class as to the Zodiac Settlement, you will not get any payment from the Net Zodiac Settlement Fund. If you opt out of the class as to both the Hayward Settlement and the Zodiac Settlement, you will not get any payment from either of the Net Settlement Funds.

13. How do I get out of the Hayward or Zodiac Settlement Classes?

To exclude yourself from the Hayward or Zodiac Settlement Classes (or both), you must send a letter saying that you want to be excluded from the class. The letter must include the following information:

- A statement indicating that you want to be excluded from the Hayward Settlement Class or the Zodiac Settlement Class, or from both of the Settlement Classes;
- The case name: *In Re: Pool Products Distribution Market Antitrust Litigation*, 2:12-md-02328-SSV-JCW (E.D. La.);
- Your name, address, telephone number, and your signature; and
- All trade names or business names and addresses you and/or your business have used, as well as any subsidiaries or affiliates who are requesting to be excluded from the class.

QUESTIONS? CALL TOLL-FREE 844-322-8225 OR VISIT WWW.POOLPRODUCTSANTITRUSTLITIGATION.COM

Your letter must be postmarked by April 9, 2015 and sent to:

Pool Products Distribution Market Antitrust Litigation
c/o GCG
PO Box 10095
Dublin, OH 43017-6695
Phone: 844-322-8225
www.PoolProductsAntitrustLitigation.com

If you ask to be excluded from the Hayward or Zodiac Settlement Classes, you will not get any payment from the Net Settlement Fund for the Settlement or Settlements from which you elect to be excluded and you cannot object to the Settlement from which you excluded yourself.

Unless you exclude yourself, if the Hayward and Zodiac Settlements are approved by the Court, you give up any right to sue Hayward and Zodiac for the claims that the Hayward and Zodiac Settlements resolve. If you have a pending lawsuit against Hayward or Zodiac involving the same legal issues in this case, speak to your lawyer in that case immediately. You must exclude yourself from this class in order to continue your own lawsuit against Hayward and/or Zodiac.

14. Can I remain part of the Settlement Class for one of the proposed settlements and exclude myself from the other?

Yes. Because there are two separate proposed settlements (the Hayward Settlement and the Zodiac Settlement), you will need to decide, for each, whether to exclude yourself from the Settlement Class, or whether to remain in the Settlement Class for either or both of them.

15. If I exclude myself, can I get money from the Hayward or Zodiac Settlements?

No. If you decide to exclude yourself from both the Hayward and Zodiac Settlement Classes, you will not be able to get money from either proposed settlement. If you exclude yourself from one, but not both, of the proposed Settlement Classes, you will be eligible to receive payment only from the proposed settlement for which you have not excluded yourself.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court has appointed Russ H. Herman of Herman, Herman & Katz LLC, Robert N. Kaplan of Kaplan Fox & Kilsheimer LLP, Ronald J. Aranoff of Bernstein Liebhard LLP, and Jay L. Himes of Labaton Sucharow LLP (“Class Counsel”) to represent the class on an interim basis, and for purposes of the Hayward and Zodiac Settlements. You will not be charged for these lawyers. If you want to be represented by your own lawyer and have that lawyer appear in court for you concerning the Hayward and Zodiac Settlements, you may hire one at your own expense.

17. How will the lawyers be paid?

You are not personally responsible for payment of attorneys’ fees or expenses for Class Counsel. Class Counsel will ask the Court to approve from both the Hayward Settlement Fund and the Zodiac Settlement Fund an award of attorneys’ fees and reimbursement for costs and expenses incurred in the prosecution of the lawsuit in an amount not to exceed \$2,166,667 for the Hayward Settlement and \$1,150,000 for the Zodiac Settlement (one-third of each Settlement).

OBJECTING TO THE HAYWARD AND ZODIAC SETTLEMENTS, PLAN OF ALLOCATION OR
REQUEST FOR ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES

You can tell the Court that you don’t agree with the Hayward or Zodiac Settlements, or some part of either of those Settlements, or the Plan of Allocation, or the Request for Attorneys’ Fees and Reimbursement of Expenses.

18. How do I tell the Court that I don't like the Hayward or Zodiac Settlements, Plan of Allocation or Request for Attorneys' Fees and Reimbursement of Expenses?

You can object to either or both of the Hayward and Zodiac Settlements if you are a member of the class and have not opted out of the class for the Settlement that you object to. You can object if you do not like any part of either or both of the Hayward and Zodiac Settlements, or if you disagree with the Plan of Allocation or the Request for Attorneys' Fees and Reimbursement of Expenses. You can give reasons for your objections. The Court will consider your views.

To object, you must send a letter to the Court that includes the following:

- A statement indicating that you object to either or both of the Hayward or Zodiac Settlements, or the Plan of Allocation or the Request for Attorneys' Fees and Reimbursement of Expenses, in *In Re: Pool Products Distribution Market Antitrust Litigation*, 2:12-md-02328-SSV-JCW (E.D. La.);
- Your name, address, telephone number, and your signature;
- The reasons you object; and
- Proof of your membership in the class, such as invoices showing that you satisfy the definition in Question 6.

You must mail the objection to the Court at the following address, postmarked by April 9, 2015:

Clerk of Court
United States District Court
for the Eastern District of Louisiana
500 Poydras Street
New Orleans, LA 70130

You must also mail copies of the objections to the following attorneys, postmarked by April 9, 2015:

Liaison Counsel and Executive Committee Counsel for the Direct Purchaser Plaintiffs and the Class

Russ M. Herman
HERMAN, HERMAN & KATZ LLC
820 O'Keefe Avenue
New Orleans, LA 70113

Jay L. Himes
LABATON SUCHAROW LLP
140 Broadway
New York, NY 10005

Robert N. Kaplan
KAPLAN FOX & KILSHEIMER LLP
850 Third Avenue, 14th Floor
New York, NY 10022

Ronald J. Aranoff
BERNSTEIN LIEBHARD LLP
10 East 40th Street, 22nd Floor
New York, NY 10016

Counsel for Hayward Industries, Inc.

Thomas J. Goodwin
Richard Hernandez
MCCARTER & ENGLISH LLP
Four Gateway Center
100 Mulberry Street
Newark, NJ 07102

Counsel for Zodiac Pool Systems, Inc.

J. Brent Justus
MCGUIREWOODS LLP
One James Center
901 East Cary Street
Richmond, VA 23219

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about either or both of the Hayward and Zodiac Settlements, or about the Plan of Allocation, or about the Request for Attorneys' Fees and Reimbursement of Expenses. You can object to the Hayward and/or Zodiac Settlements only if you stay in the class for the Settlement that you object to. If you exclude yourself from either or both of the Hayward and Zodiac Settlements, you have no right to object as to the Settlement from which you have excluded yourself because that Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a Fairness Hearing to decide whether to approve the Hayward and Zodiac Settlements, the Plan of Allocation, and the Request for Attorneys' Fees and Reimbursement of Expenses. You may, but need not, attend the hearing. If you do attend you may ask the Court's permission to speak (see Question 22 for instructions), but you do not have to participate in the hearing if you do attend.

20. When and where will the Court decide whether to approve the Hayward and Zodiac Settlements?

The Court will hold a Fairness Hearing at 10:00 a.m. on May 14, 2015, at the United States District Court for the Eastern District of Louisiana, 500 Poydras Street, New Orleans, LA 70130. The hearing may be moved to a different date or time without additional notice, so you should check the settlement website www.PoolProductsAntitrustLitigation.com before making travel plans. At the Fairness Hearing, the Court will consider whether the Hayward and Zodiac Settlements are fair, reasonable, and adequate and whether to approve the Plan of Allocation and the Request for Attorneys' Fees and Reimbursement of Expenses. If there are objections, the Court will consider them. Chief Judge Vance will listen to class members who have asked to speak at the hearing. If there are objections or comments, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Hayward and Zodiac Settlements, the Plan of Allocation, and the Request for Attorneys' Fees and Reimbursement of Expenses. We do not know how long this decision will take.

21. Do I have to come to the hearing?

No. Class Counsel will be prepared to answer any questions the Court may have at the hearing. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to court to explain. As long as you mailed your written objection on time as set out in this Notice, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. If you wish to do so, you are encouraged to send a letter stating the following:

- "Notice of Intention to Appear in *In Re: Pool Products Distribution Market Antitrust Litigation*, 2:12- md-02328-SSV-JCW (E.D. La.)";
- The position you will take and your reasons;
- Your name, address, telephone number, and your signature; and
- Proof of your membership in the class, such as invoices showing that you satisfy the definition in Question 6.

Your Notice of Intention to Appear must be mailed to the Court at the following address, postmarked by April 9, 2015:

Clerk of Court
United States District Court
for the Eastern District of Louisiana
500 Poydras Street
New Orleans, LA 70130

You must also mail copies of the Notice of Intention to Appear to the attorneys listed in Question 17 above, no later than April 9, 2015.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will remain in the class for both the Hayward and Zodiac Settlements. If you remain in the classes, to qualify for a payment, you must send in a Claim Form, which is enclosed with this Notice. See the discussion under Question 9 above for further information.

GETTING MORE INFORMATION

24. Are there more details about the Hayward and Zodiac Settlements or the Plan of Allocation?

This Notice summarizes the Hayward and Zodiac Settlements. More details are in the Hayward and Zodiac Settlement Agreements. You can get copies of the Settlement Agreements by visiting www.PoolProductsAntitrustLitigation.com.

Class Counsel will file a motion for final approval of the Hayward and Zodiac Settlements, the Plan of Allocation and the Request for Attorneys' Fees and Reimbursement of Expenses, which will contain additional information. These papers are currently due to be filed by May 4, 2015 and will be available at www.PoolProductsAntitrustLitigation.com.

25. How do I get more information?

If you have questions or want more information, you can visit the official settlement website at www.PoolProductsAntitrustLitigation.com; contact the Claims Administrator toll-free at (844) 322-8225; or write to any of the following counsel for Plaintiffs:

Russ M. Herman HERMAN, HERMAN & KATZ LLC 820 O'Keefe Avenue New Orleans, LA 70113	Robert N. Kaplan KAPLAN FOX & KILSHEIMER LLP 850 Third Avenue, 14th Floor New York, NY 10022
Jay L. Himes LABATON SUCHAROW LLP 140 Broadway New York, NY 10005	Ronald J. Aranoff BERNSTEIN LIEBHARD LLP 10 East 40th Street, 22nd Floor New York, NY 10016

DATED: January 19, 2015

BY ORDER OF THE COURT

UNITED STATES DISTRICT
COURT FOR THE EASTERN
DISTRICT OF LOUISIANA