IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

IN RE: BESTWAY ABOVE-GROUND POOLS LITIGATION	Case No. 1:25-cv-09570 Judge: Honorable Lindsay C. Jenkins

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND GRANTING ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES TO CLASS COUNSEL AND PAYMENT OF SERVICE AWARDS TO THE CLASS REPRESENTATIVES[1]

WHEREAS, on April 30, 2026, Plaintiffs Susana Castro, Pete Piceno, Shannon Gannon, Leah Holloway, Jamie DeSabio, Katrina Hill and Lisa Weeks (collectively, "Plaintiffs" or "Class Representatives"), on behalf of themselves and the Settlement Class, on the one hand, and Bestway USA, Bestway Inflatables & Material Corp., and Bestway (Hong Kong) International Ltd (collectively "Bestway" or "Defendants"), on the other hand, entered into the Settlement Agreement (the "Agreement" or "Settlement Agreement") (Dkt. No. 61-1), which sets forth the terms and conditions of the Settlement;

WHEREAS, capitalized terms not defined in this Order shall have the same meaning ascribed to them in the Agreement;

WHEREAS, by Order dated May 4, 2026, (the "Preliminary Approval Order") (Dkt. No. 63), this Court (1) preliminarily approved the Settlement pursuant to Federal Rule of Civil Procedure 23; (2) preliminarily approved certification of the Settlement Class, for settlement purposes only; (3) appointed EisnerAmper LLP ("EisnerAmper") as Settlement Administrator; (4) appointed Kevin Laukaitis of Laukaitis Law LLC and Rachel Soffin of Pearson Warshaw, LLP as

[1] This Order shall be referred to herein as the "Final Approval Order."

Co-Lead Class Counsel, and also appointed to the Executive Committee: Leslie Pescia of Siri Glimstad, Nick Suciu of Bryson Harris Suciu & DeMay PLLC, Charles D. Moore of Reese LLP, Jason Sultzer of Sultzer & Lipari, PLLC and Alec Schultz of Hilgers Graben PLLC, for settlement purposes only; (5) appointed Plaintiffs Susana Castro, Pete Piceno, Shannon Gannon, Leah Holloway, Jamie DeSabio, Katrina Hill and Lisa Weeks as Class Representatives for settlement purposes only; (6) approved the form and manner of Notice and directed Notice be given to the Settlement Class and (7) scheduled a Final Approval Hearing for November 20, 2026;

WHEREAS, on September 25, 2026, Plaintiffs filed a Motion for Attorneys' Fees and Reimbursement of Litigation Expenses to Class Counsel and Payment of Service Awards to the Class Representatives ("Motion for Fees, Expenses, and Service Awards"). Dkt. No. 65;

WHEREAS, on November 13, 2026, the Plaintiffs filed an Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval");

WHEREAS, the Court conducted a hearing on November 20, 2026, (the "Final Approval Hearing"), to consider (1) whether the proposed Settlement on the terms and conditions provided for in the Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class, and should be finally approved by the Court; (2) whether the Class should be certified for settlement purposes only; (3) whether Counsel's Motion for Fees, Expenses, and Service Awards should be approved; (4) whether this Final Approval Order and Judgment should be entered dismissing with prejudice all claims asserted in the Action against Defendants; and (5) to consider any other matters that may properly be brought before the Court in connection with the Settlement;

WHEREAS, Defendants do not contest certification of the Settlement Class solely for purposes of the Settlement; and

WHEREAS, the Court, having reviewed and considered the Agreement, all papers filed

and proceedings held herein in the Action in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor, hereby finds that the Motion for Final Approval should be **GRANTED** and that the Motion for Fees, Expenses and Service Awards should be **GRANTED**.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the parties and each of the Settlement Class members.

2. This Final Approval Order and Judgment incorporates and makes a part hereof: (a) the Agreement filed with the Court on May 1, 2026, (Dkt. No. 61-1) including the exhibits submitted therewith; and (b) the Notice approved by the Court on May 4, 2026. Dkt. No. 63.

3. The Court grants final approval of the Settlement Agreement in full, including, but not limited to, the releases therein and the procedures for distribution of the Settlement Fund. All Settlement Class Members who have not excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

4. The Parties shall carry out their respective obligations under the Settlement Agreement in accordance with its terms. The relief provided for in the Settlement Agreement shall be made available to the Settlement Class Members who submit valid Claim forms, pursuant to the Settlement Agreement. The Settlement Agreement is incorporated herein in its entirety as if fully set forth herein and shall have the same force and effect as an order of this Court.

CERTIFICATION OF THE SETTLEMENT CLASS

5. Under Federal Rules of Civil Procedure 23(a) and 23(b)(3), final certification of the Settlement Class, as defined as follows, is granted for the purpose of settlement only:

> All Persons in the United States (including states, districts, territories, and tribal reservations) who purchased a Class Product, for personal use and not for resale, before the date of the Preliminary Approval Order.

Specifically excluded from the Settlement Class are the following:

> (1) the presiding judge and immediate family; (2) Defendants and their parents, subsidiaries, affiliates, and their current and former officers, directors, employees, agents, and counsel; (3) Persons who timely and properly Opt-Out; (4) successors/assigns of excluded Persons; (5) wholesalers, distributors, or retailers of the Class Products; (6) second-hand purchasers; (7) any federal, state, or local governmental entity; and (8) Class Counsel.

6. The Court incorporates its preliminary conclusions in the Preliminary Approval Order (Dkt. No. 63) regarding the satisfaction of Federal Rules of Civil Procedure 23(a) and 23(b). Because the Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability for litigation purposes.

7. The Court grants final approval to the appointment of Plaintiffs Susana Castro, Pete Piceno, Shannon Gannon, Leah Holloway, Jamie DeSabio, Katrina Hill and Lisa Weeks as Class Representatives and concludes that they have fairly and adequately represented the Settlement Class and shall continue to do so.

8. The Court grants final approval to the appointment of Kevin Laukaitis of Laukaitis Law LLC and Rachel Soffin of Pearson Warshaw, LLP as Co-Lead Class Counsel, and to the appointment of the Executive Committee members: Leslie Pescia of Siri Glimstad, Nick Suciu of Bryson Harris Suciu & DeMay PLLC, Charles D. Moore of Reese LLP, Jason Sultzer of Sultzer & Lipari, PLLC and Alec Schultz of Hilgers Graben PLLC, for settlement purposes. Class Counsel have fairly and adequately represented the Settlement Class and shall continue to do so.

9. The Settlement Class is certified solely for the purpose of the settlement described in the Settlement Agreement. The Court finds and orders that Defendants have not conceded that this Action or any similar case is amenable to class certification for purposes of litigation, and

orders that nothing in this Final Order or in the Settlement Agreement shall prevent Defendants or Plaintiffs from opposing or supporting class certification, or seeking decertification, if this Final Order approving the Settlement Agreement is reversed or invalidated, on appeal or otherwise, for any reason.

NOTICE TO THE SETTLEMENT CLASS

10. The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated under the circumstances to apprise all Settlement Class members of the pendency of the Action, of certification of the Settlement Class for settlement purposes only, of the existence and terms of the Settlement (including the releases provided herein), of their right to object to or exclude themselves from the Settlement, of their right to appear at the Final Approval Hearing and of their right to receive benefits under the Settlement Agreement; and (d) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution including the Due Process Clause and all other applicable law and rules.

11. The Court finds that notice of the Settlement was served upon the appropriate federal and state officials in accordance with the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court further finds that the requirements of 28 U.S.C. § 1715 have been satisfied and that more than 90 days have elapsed since the later of the dates on which the appropriate federal and state officials were served with notice, as required by 28 U.S.C. § 1715(d).

OBJECTIONS AND REQUESTS FOR EXCLUSION

12. Only one objection to the Settlement was submitted by a Settlement Class Member (Dkt. No. 64) and has been addressed by Class Counsel. Dkt. No. 66. The Court has considered

the objection submitted at Dkt. No. 64 and Class Counsel's response at Dkt. Nos. 66 and 66-1. The objection expressed concern regarding compensation for potential personal injuries or wrongful death. The Court has considered this single objection and finds that, because the Settlement expressly excludes such claims from its release, the objection does not warrant or support rejection or non-approval of the Settlement. Accordingly, to the extent the objection remains pending, it is OVERRULED in all respects. Settlement Class Members who did not timely and properly object are subject to applicable rules governing preservation and review of objections, and all Settlement Class Members who have not validly excluded themselves are bound by this Final Approval Order and Judgment to the extent provided by law and the Settlement Agreement.

13. On November 13, 2026, Class Counsel filed a list under seal identifying all Persons who timely and validly requested exclusion from the Settlement Class ("Opt-Out List") as provided by EisnerAmper and per the Settlement Agreement. The Court hereby approves the Opt-Out List and finds that the Opt-Out List is a complete list of all Settlement Class Members who have timely requested exclusion from the Settlement Class. Any member of the Settlement Class on the Opt-Out List shall not be bound by the Settlement Agreement or any orders or judgments entered in the Action; shall not be entitled to any relief under the Settlement; shall not gain any rights under this Agreement and shall not be entitled to object to any aspect of the Settlement.

RELEASE

14. The releases of the Released Claims, as set forth in the Agreement (the "Releases"), are expressly incorporated herein in all respects. The Court releases and forever discharges the Released Parties from each of the Released Claims, as provided in the Settlement Agreement. The Releases are operative as of the Effective Date. Plaintiffs and the Settlement Class have conclusively compromised, settled, dismissed, and released any and all Released Claims against

Defendants and the Released Parties. The Court notes that the Settlement does not release claims for personal injury, bodily injury, wrongful death or property damage, and does not limit any rights relating to the Pool Recall or governmental enforcement actions.

FINAL APPROVAL OF THE SETTLEMENT

15. Pursuant to Federal Rule of Civil Procedure 23(e), the Court hereby approves the Settlement and the terms therein as a fair, reasonable, and adequate settlement and compromise of the claims asserted in the Action.

16. As part of the Settlement, Defendants agree to pay $15,000,000.00 to fund Cash Payments to Settlement Class Members with valid claims, Settlement Administration Costs, any Court-Approved Attorneys' Fees and Cost Reimbursement, and any Court-Approved Service Awards.

17. The Court finds the Settlement to be fair, reasonable, and adequate based on the following findings of fact, conclusions of law, and determinations of mixed fact/law questions:

a. The Settlement resulted from non-collusive, arm's-length negotiations between experienced counsel, conducted after the exchange of sufficient information to evaluate the strengths and weaknesses of the claims and defenses, and with the assistance of the Honorable Diane Welsh (Ret.);

b. Class Counsel and Plaintiffs were well-positioned to evaluate the value of the Action;

c. If the Settlement had not been achieved, Plaintiffs and the Settlement Class members faced significant expense, risk, and uncertainty in connection with the litigation, which likely would have been prolonged;

d. The amount of the Settlement is fair, reasonable, and adequate in light of the

claims that were asserted, the risks of litigation and settlements in other similar cases, and the method of distributing relief per the Settlement is also fair, reasonable, and appropriate;

e. The Class Representatives and Class Counsel support the Settlement, and have concluded that the Settlement is fair, reasonable, and adequate;

f. Settlement Class members had the opportunity to be heard on all issues relating to the Settlement and Plaintiffs' Motion for Fees, Expenses, and Service Awards.

18. The Court finds that the Settlement establishes a $15,000,000.00 non-reversionary common fund. Any funds remaining after payment of approved claims and other authorized amounts shall be distributed in accordance with the Settlement Agreement's pro rata redistribution provisions, to the extent feasible. Any residual funds remaining thereafter may be distributed in equal amounts to the proposed *Cy Pres* Recipients—Saved by Luke, Boys and Girls Club of Chicago's Aquatics Department, and Abbey's Hope—in accordance with the Settlement Agreement. The Court finds that the proposed *Cy Pres* Recipients' missions are sufficiently related to the interests of the Settlement Class and the objectives of this litigation to support their selection as recipients of any residual settlement funds.

19. No portion of the Settlement Fund shall revert to Defendants.

20. The Motion for Final Approval of the Settlement Agreement is hereby GRANTED, the Settlement of the Class Action is APPROVED as fair, reasonable, and adequate, as to the Notice Plan and the Settlement Class. The Parties are hereby directed to carry out their respective obligations under the Settlement Agreement in accordance with its terms.

21. The relief provided for in the Settlement Agreement shall be made available to the

various Settlement Class Members submitting Approved Claims, pursuant to the Settlement Agreement.

22. All Settlement Class Members who did not submit a valid or timely exclusion request are hereby enjoined from (i) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action or the Released Claims arising on or before the Preliminary Approval Date, and (ii) organizing the Settlement Class Members who have not been excluded from the Class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action or the Released Claims arising on or before the Preliminary Approval Date, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency. This injunction applies solely to the Released Claims and shall not extend to any claims expressly excluded from the release, including claims for personal injury, bodily injury, wrongful death, emotional distress, mental anguish, or property damage, or any other claims preserved by the Settlement Agreement.

ATTORNEYS' FEES AND COSTS, SERVICE AWARDS

23. The Court has also carefully examined Plaintiffs' Motion for Fees, Expenses, and Service Awards, as well as Plaintiffs' Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement explaining the reduction in the fee request from $4,867,326.33 to $4,850,338.00 based on the increase in notice and administration costs, and

finds that the requested attorneys' fees of one-third of the net Settlement Fund are fair and reasonable. The Court awards Class Counsel $4,850,338.00 in fees and reimbursement of $41,864.18 in expenses. The Court finds that the requested attorneys' fee award and accounting for increased notice and administration costs are fair and reasonable. Payment shall be made pursuant to Section VII of the Settlement Agreement.

24. The Court has considered the requested Service Awards to the seven Class Representatives and finds them reasonable in light of their participation in the Action, their assistance to Class Counsel, and their contributions to the prosecution and settlement of the claims. The Court awards each Class Representative—Susana Castro, Pete Piceno, Shannon Gannon, Leah Holloway, Jamie DeSabio, Katrina Hill, and Lisa Weeks—a Service Award of $2,500, for a total of $17,500, payable pursuant to Section VII of the Settlement Agreement.

OTHER PROVISIONS

25. Pursuant to Section III.2 of the Settlement Agreement, the Settlement Fund shall be used to pay:

a. Cash Payments on Approved Claims;

b. any Court-approved Fee Award;

c. any Court-approved Cost Reimbursement;

d. any Court-approved Service Awards;

e. Settlement Administration Costs; and

f. any necessary taxes and expenses.

26. The Settlement Agreement and this Final Approval Order, and all documents, supporting materials, representations, statements and proceedings relating to the Settlement Agreement, are not, and shall not be construed as, used as, or deemed evidence of, any admission

by or against Defendants of: (a) liability, fault, wrongdoing, or violation of any law, (b) the validity or certifiability for litigation purposes of the Settlement Class, (c) the strength of any of the claims or allegations in the Complaint or any other claims that could have been asserted in the Action, or (d) the infirmity of any defenses to Plaintiffs' claims or allegations.

27. The Settlement Agreement and this Final Approval Order, and all documents, supporting materials, representations, statements and proceedings relating to the Settlement shall not be offered or received into evidence, and are not admissible into evidence, in any action or proceeding, except that the Settlement Agreement and this Final Approval Order may be filed in any action by Defendants or the Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order.

28. This Final Approval Order and the Settlement Agreement may be pleaded as a full and complete defense to any action, suit, or other proceedings that have been or may be instituted, prosecuted, or attempted against the Released Parties in such capacity with respect to any of the Released Claims, and may be filed, offered, received into evidence, and otherwise used for such defense.

29. The terms of the Agreement and of this Final Approval Order shall be forever binding on Defendants, Plaintiffs, and all Settlement Class members, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of Plaintiffs and all other Settlement Class Members, as well as their respective agents, heirs, executors or administrators, successors and assigns.

30. The Court hereby dismisses the Action in its entirety with prejudice, and without fees or costs except as otherwise provided for herein.

31. Without affecting the finality of this Final Approval Order, the Court will retain

jurisdiction over the Settlement Administrator, Defendants, Plaintiffs, and the Settlement Class as to all matters relating to the administration, consummation, enforcement, and interpretation of the terms of the Settlement and Final Order and for any other necessary purposes.

32. Pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, there is no just reason for delay in the entry of this Final Approval Order and Judgment and immediate entry by the Clerk of the Court is expressly directed.

33. Without further approval from the Court, Plaintiffs and Defendants are authorized to agree to and adopt such amendments, modifications and expansions of the Agreement or any exhibits attached thereto to effectuate this Settlement that: (a) are consistent in all material respects with this Final Approval Order; and (b) do not limit the rights of the Parties or Settlement Class members.

34. If the Settlement does not go into effect or is terminated as provided for in the Agreement, then this Final Approval Order and Judgment (and any orders of the Court relating to the Settlement) shall be vacated, rendered null and void, and be of no further force or effect, except as otherwise provided by the Agreement.

35. There is no just reason to delay entry of this Final Approval Order as a final judgment with respect to the claims asserted in the Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this Final Approval Order pursuant to Fed. R. Civ. P. 54(b).

SO ORDERED this 20th day of November 2026.



The Honorable Judge Lindsay C. Jenkins
United States District Judge