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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

MARCHE MEEKS, on behalf of himself and
others similarly situated,

Plaintiff,

v.

THE SHERWIN-WILLIAMS COMPANY, an
Ohio corporation,

Defendant.

Case No.

SETTLEMENT AGREEMENT

1 This Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) is
2 made and entered by and between Plaintiff Marche Meeks (“Plaintiff”), on behalf of himself and on
3 behalf of others similarly situated, and The Sherwin-Williams Company (“Defendant” or “Sherwin-
4 Williams”).

5 This Settlement Agreement shall be binding on Plaintiff and the class he purports to represent
6 and Defendant and its successors and assigns, subject to the terms and conditions hereof and the
7 approval of the Court.

THE PARTIES AGREE:

- 8 1. Plaintiff and Defendant are collectively referred to as “the Parties.”
- 9 2. On or around April 7, 2022, Plaintiff sent correspondence pursuant to the Consumers
10 Legal Remedies Act (CLRA), Cal. Civ. Code §§ 1750, *et seq.*, and a draft complaint to Defendant
11 alleging violations of law arising from Defendant’s prior addition of a 4% supply-chain surcharge to
12 certain items purchased by Defendant’s customers in California from September 20, 2021 until
13 January 31, 2022 (“Surcharge Period”).
- 14 3. Upon receiving and reviewing the correspondence and draft complaint, Sherwin-
15 Williams disputed and denied the allegations and claims asserted, and disputed and denied any
16 liability, culpability, negligence, wrongdoing, or violation of law whatsoever on its part. Sherwin-
17 Williams continues to dispute and deny the allegations and claims asserted and denies any liability
18 or wrongdoing.
- 19 4. Thereafter, the Parties engaged in an informal exchange of information and
20 documents. Among other things, Defendant provided Plaintiff with data reflecting each transaction
21 made by California consumers during the Surcharge Period, from which counsel for Plaintiff
22 (hereinafter “Class Counsel”) were able to determine the total number of transactions and the total
23 amount of supply-chain surcharges on purchases made in Defendant’s California retail stores and
24 online within California.
- 25 5. On October 21, 2022, the Parties participated in a full-day mediation with the
26 Honorable Leo S. Papas (Ret.) of Judicate West. As a result of the mediation, and subject to
27 preliminary and final approval by the Court, the Parties have agreed to settle and resolve all claims,

causes of actions, and primary rights asserted in, or that could have been asserted in, the lawsuit entitled *Meeks v. The Sherwin-Williams Company*, to be filed in the Superior Court of California for the County of Merced (“Action”), on the terms stated herein. The operative complaint of the Action (“Complaint”) will allege (1) Violation of California Business & Professions Code section 17200, *et seq.* (Unfair Competition Law); (2) Violation of California Business & Professions Code section 17500, *et seq.* (False Advertising Law); (3) Violation of California’s Consumers Legal Remedies Act, California Civil Code §§ 1750, *et seq.*; (4) Intentional Misrepresentation; (5) Negligent Misrepresentation; (6) Breach of Contract; and (7) Unjust Enrichment.

6. Nothing in this Settlement Agreement, nor the fact of this Settlement Agreement itself, shall be construed or deemed as an admission of liability, culpability, negligence, wrongdoing, or violation of law by Defendant. Nothing herein shall constitute an admission by Defendant that the Action was properly brought as a class or representative action other than for settlement purposes. Sherwin-Williams disputes and denies any liability, culpability, negligence, wrongdoing, or violation of law whatsoever on its part and asserts numerous defenses to liability, damages, and to class certification. The settlement of the Action, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed under or in furtherance of this Settlement Agreement: (i) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability by Defendant or of the truth of any of the factual allegations in the operative complaint; (ii) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions by Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; and (iii) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for class certification or administration other than solely for purposes of settlement and to administer this Settlement Agreement. This section and all other provisions of this Settlement Agreement notwithstanding, any and all provisions of this Settlement Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Settlement Agreement or in defense of any claims released or barred by this Settlement Agreement.

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7. For purposes of this Settlement Agreement, the “Settlement Class” shall be defined as follows:

All persons who purchased products from a California Sherwin-Williams store, or who purchased products online while in California, between September 20, 2021 and January 31, 2022 and were charged a 4% supply-chain surcharge; persons purchasing on a commercial account shall be excluded from the class.

The following entities and individuals are also excluded from the Settlement Class: Employees, officers, and directors of Sherwin-Williams and members of such persons’ immediate families, judicial officers and their immediate family members and associated court staff assigned to this case, and all those otherwise in the Settlement Class who timely and properly exclude themselves from the Settlement Class as provided in this Settlement Agreement. Members of the Settlement Class shall be referred to herein as “Settlement Class Members.”

8. This Settlement shall fully and finally release and resolve all claims due or claimed to be due in the Action by all Settlement Class Members who do not opt out of the Settlement Class.

9. The Parties agree to the conditional certification of the Settlement Class for the sole purpose of effectuating this Settlement. Should the Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate to class certification solely as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement or contested context or in any other legal proceeding in any jurisdiction.

10. Solely for purposes of settling the Action, and for no other purpose whatsoever, Defendant agrees that it will not oppose a motion for certification of the proposed Settlement Class. Sherwin-Williams denies that class certification would be warranted or appropriate absent the Settlement, and its agreement not to oppose conditional certification of the proposed Settlement Class is without prejudice to any arguments and defenses that Sherwin-Williams could otherwise raise or assert with respect to class certification in any other context, and shall have no effect on any other matter apart from the settlement of this Action. In the event the Court does not either preliminarily or finally approve this Settlement Agreement, or if the Settlement Agreement is terminated, cancelled, or fails to become effective for any reason whatsoever, this agreement not to oppose conditional certification of the proposed Settlement Class shall be null and void and the Parties shall

revert to their respective positions immediately prior to the execution of this Settlement Agreement, and Sherwin-Williams reserves the right to assert all available defenses in this or any other litigation/proceeding, including any defenses to class certification and the merits of the claims. Under no circumstances may the Settlement or this Agreement be used as an admission or as evidence concerning the appropriateness of class certification (of any of the claims) in this Action or any other proceeding, matter, or arbitration against Sherwin-Williams, including without limitation any action, proceeding, matter, or arbitration brought by any third party. Plaintiff asserts, and solely for the purposes of settling the Action Defendant does not oppose Plaintiff's position, that the requisites for establishing class certification have been met and are met under California Code of Civil Procedure § 382 or other applicable law, including:

A. The Settlement Class Members are ascertainable and so numerous as to make it impracticable to join all Settlement Class Members;

B. There are common questions of law and fact;

C. Plaintiff's claims are typical of the claims of the Settlement Class Members;

D. Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members;

E. The prosecution of separate actions by Settlement Class Members would create the risk of inconsistent adjudications, which would establish incompatible standards of conduct; and

F. Questions of law and fact common to the Settlement Class Members predominate over individual questions, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

11. Based on their own independent investigations and evaluations, the Parties and their respective counsel believe that the settlement for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of the Settlement Class Members and Defendant, in light of all known facts and circumstances and the risks inherent in litigation, including potential appeals.

12. The Settlement Agreement contemplates the (a) entry of an order approving certification of the Settlement Class; (b) entry of a final order approving settlement of the Action; (c) entry of judgment; (d) discharge of Defendant from liability for any and all claims relating to the Action; and (e) release by the Plaintiff and Settlement Class Members of all claims asserted in the Action, or that could have been asserted in the Action.

13. Plaintiff will seek preliminary and final approval of this Settlement as soon as possible. Plaintiff's counsel shall prepare all paperwork necessary to obtain preliminary and final approval, and shall provide drafts to Defendant's counsel for review prior to filing with the Court. Defendant's counsel agrees to cooperate in good faith to accomplish this objective, and agrees not to oppose Plaintiff's motions for approval of this Settlement so long as they are consistent with the terms of this Settlement Agreement.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

14. It is agreed by and among Plaintiff and Defendant that any claims, damages, or causes of action arising out of the disputes which are the subject of the Action, and any claims of Plaintiff listed herein, be fully settled, released, and compromised as between the Settlement Class Members and Defendant, subject to the terms and conditions set forth in this Settlement Agreement and the approval of the Court.

15. The "Effective Date" of this Settlement shall be: (1) sixty-one (61) calendar days following the date final approval of the Settlement was granted, assuming no appeal or petition is filed challenging the Court's Final Approval Order; or (2) if a timely appeal or other review proceeding of the judgment having been commenced, either such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for re-hearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment order in a form substantially identical to the form of the Final Approval Order and Judgment entered by the Court.

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16. Settlement Payments and Other Relief: Within fourteen (14) calendar days of the Effective Date, as defined hereinabove, Defendant shall wire into the Settlement Fund established by the Settlement Administrator the “Gross Settlement Amount,” or “GSA,” of Four Hundred Seventy Thousand Dollars and Zero Cents (\$470,000.00) in full settlement of the claims as described in Paragraphs 43 below. The Gross Settlement Amount is non-reversionary, meaning that no portion of it shall revert to Defendant. The Gross Settlement Amount shall be inclusive of all payments to Settlement Class Members who submit timely and valid claims, any payment to the *Cy Pres* Recipient, payment of Class Counsel’s attorneys’ fees and costs, and payment of the Class Representative Service Award to Plaintiff, as approved by the Court. Defendant shall not be required to pay any sum above the Gross Settlement Amount under any circumstances pursuant to this Settlement Agreement with the exception of settlement administration fees and costs (including class notice costs), for which Defendant shall be solely responsible. Upon payment of the Gross Settlement Amount, Sherwin-Williams shall have fully satisfied and discharged its financial obligation under the Settlement (with the exception of settlement administration fees and costs as described herein) and shall have no obligation to pay any additional amounts.

17. Allocation Method of Settlement Payments: After deducting from the Gross Settlement Amount payments for attorneys’ fees and costs and Plaintiff’s Class Representative Service Award, as approved by the Court, the Settlement Administrator shall make payments of the remainder, called the “Net Settlement Amount,” or “NSA,” to each Settlement Class Member who does not request exclusion from the Settlement by timely opting out and who submits a timely and valid Claim Form as described in this Paragraph 17 (“Authorized Claimant”). These payments are referred to herein as “Individual Settlement Payments.”

A. Authorized Claimants with Proof of Purchase: Each Individual Settlement Payment will consist of an amount up to all supply-chain surcharges actually paid by the Authorized Claimant in Qualifying Transactions during the Surcharge Period, as evidenced by the Authorized Claimant’s receipt(s) or other proof of

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purchase showing the amount of supply-chain surcharges paid. “Qualifying Transactions” means any purchases made at Defendant’s stores in California or online while in California during the Surcharge Period. Authorized Claimants may submit only one claim per Qualifying Transaction. If the total approved claims by Authorized Claimants with proof of purchase exceeds the NSA, then the entire NSA will be distributed pro rata to each such Authorized Claimant in proportion to the value of his or her claim.

B. Authorized Claimants without Proof of Purchase: Each Authorized Claimant who does not have a receipt or other proof of purchase will be entitled to submit a claim for one (1) Individual Settlement Payment of up to Ten Dollars and Zero Cents (\$10.00), based on the Authorized Claimant’s confirmation of eligibility under penalty of perjury, and provided that funds remain in the NSA after accounting for all Individual Settlement Payments to Authorized Claimants with proof of purchase as described in Paragraph 17(a) above. The amount remaining in the NSA after accounting for the allocation of Individual Settlement Payments to Authorized Claimants with proof of purchase shall be distributed in equal shares to Authorized Claimants without proof of purchase up to \$10.00.

C. Cy Pres Distribution: Any amount remaining in the NSA that is not claimed by Authorized Claimants as described in Paragraph 17(a) and (b) above shall be distributed to the Justice Gap Fund of the State Bar of California as the *cy pres* recipient (“*Cy Pres Recipient*”) agreed to by the Parties, subject to Court approval. The Parties and their counsel do not have an interest in this charitable organization.

18. Non-Monetary Relief to the Settlement Class: Sherwin-Williams represents that it ceased applying a supply-chain surcharge on California purchases as of February 1, 2022; and Sherwin-Williams agrees that, if during the four years following final approval of the Settlement,

1 Sherwin-Williams were to charge customers making in-store purchases in Sherwin-Williams'
2 California stores (other than those purchasing on a commercial account) a surcharge intended to
3 compensate for increased supply-chain costs, Sherwin-Williams would display the total price (before
4 any relevant discount(s), taxes, or legally required surcharges, fees, or expenses) on the shelf tag for
5 each item to which the surcharge would apply.

6 19. Class Counsel Fees and Expenses: Defendant will not oppose an application for
7 attorneys' fees by Class Counsel of up to Two Hundred Thousand Dollars and Zero Cents
8 (\$200,000.00) and for reimbursement of litigation expenses of up to Twenty Thousand Dollars and
9 Zero Cents (\$20,000.00) to be paid from the Gross Settlement Amount. If the Court awards less than
10 the maximum amount of Class Counsel fees and expenses set forth in this paragraph, then the
11 remainder shall be added to the Net Settlement Amount for distribution in accordance with Paragraph
12 17 above. If the Court declines to approve the Settlement, no attorneys' fees and expenses shall be
13 awarded or paid to Class Counsel.

14 20. Class Representative Service Award: Defendant will not object to a service award to
15 Plaintiff for serving as the class representative of up to Seven Thousand Five Hundred Dollars and
16 Zero Cents (\$7,500.00), to be paid from the Gross Settlement Amount. If the Court awards less than
17 the maximum amount of the Class Representative Service Award set forth in this paragraph, then the
18 remainder shall be added to the Net Settlement Amount for distribution in accordance with Paragraph
19 17 above. If the Court declines to approve the Settlement, no service awards or other relief shall be
20 awarded or paid to Plaintiff.

21 21. The Court's determination and award of Class Counsel's attorneys' fees and expenses
22 and Plaintiff's Class Representative Service Award shall be separate from and independent of the
23 Court's determination of whether to approve the Settlement and issue the Final Approval Order. It
24 is not a condition of the Settlement and the Final Approval Order that the Court award any particular
25 amount of attorneys' fees and expenses or service awards up to the maximum amounts provided
26 herein.

27 **SETTLEMENT ADMINISTRATION**

22. The Parties have agreed that Defendant shall engage KCC LLC to serve as the Settlement Administrator. Defendant shall pay all costs of settlement administration separate and apart from the Gross Settlement Amount, including the cost of providing notice to the Settlement Class. Defendant shall provide Class Counsel with the bid from KCC before Plaintiff moves for preliminary approval showing the services to be provided by the Settlement Administrator and the estimated cost of settlement administration.

- 23. The Settlement Administrator shall perform the following duties:
 - A. Send the Class Notice to Settlement Class Members by email.
 - B. For any email outreach to Settlement Class Members that is returned undeliverable, and to the extent mail address information is available for such Settlement Class Members, the Settlement Administrator will send the Class Notice by First-Class U.S. Mail, and will:
 - i. Perform a search based on the National Change of Address Database information to update and correct for any known or identifiable address changes.
 - ii. Skip-trace and re-mail all returned, undelivered postal mail after receiving notice that the mailing was undeliverable.
 - C. Coordinate and implement an online media campaign to supplement direct notice provided to Settlement Class Members by email and First-Class U.S. Mail.
 - D. Coordinate and implement publication notice in the California regional editions of the USA Today, once a week for four successive weeks, in accordance with Cal. Civ. Code § 1781(d) and Cal. Gov. Code § 6064.
 - E. Establish an interactive internet website containing information about the Settlement with the capability to accept online submissions of Claim Forms.
 - F. Maintain a toll-free telephone number by which Settlement Class Members can find out important information about the Settlement.
 - G. Provide written confirmation to the Parties when the Class Notice Plan has been implemented pursuant to this Settlement Agreement.

1 H. Resolve any disputes relating to claims submitted by Settlement Class
Members after consultation with the Parties.

2 I. Coordinate with the Parties to research and/or investigate any disputes,
3 challenges, or objections submitted by the Settlement Class Members.

4 J. Identify and report opt-outs and objections.

5 K. Prepare an interim declaration of compliance before the hearing on final
6 approval of the Settlement.

7 L. Establish the Settlement Fund as a Qualified Settlement Fund within Internal
8 Revenue Code § 468B, as amended, and all rules and regulations thereunder, including U.S. Treas.
9 Reg. §§ 1.468B-1 to 1.468B-5, 26 C.F.R. §§ 1.468B-1 to 1.468B-5.

10 M. Timely make such elections as are necessary or advisable to carry out this
11 paragraph, including, as necessary, making a “relation back election,” as described in Treasury
12 Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the
13 earliest allowable date, and shall take or cause to be taken all actions as may be necessary or
14 appropriate in connection therewith.

15 N. Facilitate the distribution of Individual Settlement Payments in the manner
16 specified by Authorized Claimants (digitally or by check), the fees and expenses awarded to Class
17 Counsel, and the Class Representative Service Award to Plaintiff.

18 O. Identify any checks that are not timely cashed in accordance with the terms of
19 this Settlement Agreement and make the distributions to the *Cy Pres* Recipient as required under this
20 Settlement Agreement.

21 P. Prepare and mail any required tax documents relating to the Individual
22 Settlement Payments, Class Counsel fees and expenses, and the Class Representative Service Award
23 (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the
24 Settlement Fund.

25 Q. Cause payment to be made from the Settlement Fund for any taxes owed with
26 respect to the Settlement Fund

1 R. Prepare and circulate a final declaration regarding distribution of the Gross
Settlement Amount when complete.

2 S. All such other tasks required by this Settlement Agreement, as the Parties
3 mutually agree, or as the Court orders.

4 **CLASS NOTICE AND CLAIMS PROCESS**

5 24. The Parties agree that within 15 calendar days after preliminary approval of the
6 Settlement, Sherwin-Williams shall provide to the Settlement Administrator, on a confidential basis
7 subject to a confidentiality agreement and appropriate transfer safeguards, the email and mailing
8 address information of Settlement Class Members that is available to Sherwin-Williams from its
9 records in a format requested by the Settlement Administrator for the purpose of providing the Class
10 Notice to Settlement Class Members. The Settlement Administrator must hold this information in
11 strict confidence and not disclose it to Class Counsel, Plaintiff, or any third parties. The Settlement
12 Administrator shall:

13 A. Enter into a confidentiality and non-disclosure agreement (“Confidentiality
14 Agreement”) with Sherwin-Williams in connection with and to cover the information Sherwin-
15 Williams is to furnish to the Settlement Administrator under this Settlement Agreement;

16 B. Use personal information acquired as a result of this Agreement solely for
17 purposes of notice and administering the Settlement and shall not cause any personal data disclosed
18 to it to be disclosed, sold, leased, rented, or otherwise monetized as set forth in the Confidentiality
19 Agreement and as set out under applicable data protection laws;

20 C. Take security measures consistent with the Confidentiality Agreement and
21 applicable laws, regulations, and industry standards to prevent unauthorized access to personal
22 information and the loss, destruction, falsification, and leakage of personal information, including in
23 connection with the transmission of such information;

24 D. If outsourcing the handling of personal or confidential information, ensure that
25 outsourced companies are subject to a written agreement requiring that they take steps to ensure the
26 appropriate management of the information consistent with the obligations set out in the
27 Confidentiality Agreement and this Settlement Agreement, including Paragraphs 24.A and 24.B.

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1 E. Respond immediately with appropriate measures when necessary to correct,
withdraw, stop using, or expunge incorrect or inadvertently disclosed information;

2 F. Within 60 days after the conclusion of the administration of this Settlement as
3 confirmed in writing by counsel for Sherwin-Williams and Class Counsel, destroy, anonymize, or
4 otherwise render unreadable all personal information obtained in connection with this Settlement in
5 a manner most likely to guarantee that such information is not accessed or otherwise obtained by
6 unauthorized individuals or entities.

7 25. Neither Sherwin-Williams, counsel for Sherwin-Williams, Plaintiff, nor Class
8 Counsel shall have any responsibility or liability for any personal information transmitted to the
9 Settlement Administrator pursuant to this Agreement, and no individual or entity shall have any
10 claim against any of these persons or entities for the intentional or unintentional disclosure or release
11 of personal information transmitted to the Settlement Administrator pursuant to this Agreement.

12 26. Prior to mailing any notices sent by First-Class U.S. Mail, the Settlement
13 Administrator shall perform a search based on the National Change of Address Database information
14 to update and correct for any known or identifiable address changes.

15 27. Within 30 calendar days after receipt of the class data list by the Settlement
16 Administrator, the Settlement Administrator shall send each Settlement Class Member for whom
17 Defendant has an email address the Email Class Notice in the form attached hereto as Exhibit 1 (or
18 as modified by the Court). For any Settlement Class Member (i) for whom Defendant has a mailing
19 address, and (ii) to whom the Email Class Notice was returned undeliverable or for whom email
20 address information was unavailable, the Settlement Administrator shall mail the Postcard Class
21 Notice in the form attached hereto as Exhibit 2 (or as modified by the Court) by First-Class U.S.
22 Mail.

23 28. The Settlement Administrator shall supplement direct notice set forth in Paragraph 27
24 via:

25 A. An online media notice campaign consisting of banner advertisements that will
26 display on internet websites and in mobile applications. The Settlement
27 Administrator will target the banner advertisements to display in California to an
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audience most likely to include Settlement Class Members, for example, those who have demonstrated an interest in do-it-yourself or home-improvement projects. The online media notice campaign shall extend the duration of the Claims Period, defined in Paragraph 34 below; and

B. Publication of the Publication Notice in the form attached hereto as Exhibit 5 (or as modified by the Court), in the California regional editions of the USA Today, once a week for four successive weeks, in accordance with Cal. Civ. Code § 1781(d) and Cal. Gov. Code § 6064.

29. The Settlement Administrator shall create and maintain an interactive website devoted to this Settlement for the submission of claims. The Settlement Administrator will post the long-form Class Notice to the interactive website in the form attached hereto as Exhibit 3 (or as modified by the Court) and will post a Claim Form on the interactive website in the form attached hereto as Exhibit 4 (or as modified by the Court), as well as instructions about how to submit a Claim Form, object, or opt out of the Settlement Class. The Class Notice shall inform Authorized Claimants that they have the option to receive their Individual Settlement Payments by paper check or digital payment and include appropriate instructions for requesting payment by the selected method.

30. The Settlement Administrator shall implement a toll-free telephone number that will provide Settlement Class Members with information about the Settlement.

31. Any mailed notices returned to the Settlement Administrator as non-delivered shall be skip-traced and re-mailed after receiving notice that a Class Notice was undeliverable. A returned Postcard Class Notice will be re-mailed only once by the Settlement Administrator.

32. The Settlement Administrator shall provide through mail or email the Claim Form to any individual or entity requesting such during the Claim Period.

33. Upon completion of these foregoing steps by the Settlement Administrator, Defendant shall be deemed to have satisfied its obligation to provide the Class Notice to Settlement Class Members.

34. Claims Period: Each Settlement Class Member may submit a Claim Form either electronically through the interactive website maintained by the Settlement Administrator or in paper

form at any time from the date the Settlement Administrator implements the Class Notice Plan described in Paragraphs 26-32 above and extending for forty-five (45) calendar days.

35. Claim Eligibility: The Settlement Administrator shall have the sole authority to resolve any disputes over the eligibility (including but not limited to timeliness) and value of any claims made by Settlement Class Members. The Settlement Administrator shall deny any claim that it determines is not eligible for payment provided that the Settlement Administrator shall notify the claimant of the denial and provide the claimant with an opportunity to cure any deficiency with the claim. The decisions of the Settlement Administrator as to claim eligibility are final. Beyond providing the email and mailing address information as set forth in Paragraph 24, Sherwin-Williams shall have no other obligation related to or involvement with reviewing claims or determining any amounts to be paid to Authorized Claimants.

36. Opt-Outs: Settlement Class Members may request exclusion from, *i.e.*, may opt out, of the Settlement Class at any time from the date the Settlement Administrator implements the Class Notice Plan described in Paragraphs 26-32 above and extending for forty-five (45) calendar days (“Opt-Out Deadline”). Each Settlement Class Member wishing to opt out must send a letter by U.S. Mail to the Settlement Administrator that includes (a) his or her full name; (b) a clear and unambiguous statement communicating that he or she elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement; and (c) the case name and case number. Each opt-out must contain the actual written signature of the Settlement Class Member. No Settlement Class Member may opt out by a request for exclusion signed by an actual or purported agent or attorney acting on behalf of the Settlement Class Member or a group of Settlement Class Members. Requests for exclusion cannot be made on an aggregated, group, or class basis. Opt-outs must be postmarked on or before the Opt-Out Deadline provided in the Court’s Preliminary Approval Order. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether an opt-out has been timely submitted. The Settlement Administrator shall scan and send electronic copies of all objections and requests for exclusion to counsel for Sherwin-Williams and Class Counsel as soon as they are received. Members of the Settlement Class who fail to submit a valid

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and timely request to opt out on or before the Opt-Out Deadline specified in the Court's Preliminary Approval Order shall be bound by all terms of this Settlement Agreement, the releases herein, as well as all subsequent proceedings, orders, and judgments in this Action, regardless of whether they have requested exclusion from the Settlement Class. Any member of the Settlement Class who submits a timely and valid opt-out may not file an objection to the Settlement, cannot receive an Individual Settlement Payment, and shall be deemed to have waived any rights or benefits under this Settlement Agreement. A member of the Settlement Class who opts out can, before commencement of the Final Approval Hearing, withdraw their request for exclusion by submitting a written or emailed request to the Settlement Administrator stating their desire to revoke their request for exclusion and containing their actual written signature or electronic signature. Any statement or submission purporting or appearing to be both an objection and an opt-out shall be treated as a request for exclusion. If a member of the Settlement Class submits both a Claim Form and a request for exclusion, only the Claim Form is effective and such person shall be deemed a part of the Settlement Class and bound by this Settlement; any such opt-out shall be void absent the person's written request to the Settlement Administrator to withdraw their Claim Form. No later than fourteen (14) calendar days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete list of the Settlement Class Members who have effectively opted out of the Settlement.

37. Objections: Settlement Class Members who do not effectively opt out of the Settlement Class as provided in Paragraph 36 above may object to the terms of the Settlement and participate at the final fairness and approval hearing. Settlement Class Members who wish to object to the Settlement or appear at the Final Approval Hearing must submit a detailed written statement to the Settlement Administrator no later than the Claims Deadline, stating the objection(s) in detail and the specific aspect(s) of the Settlement being challenged; the specific reason(s), if any, for each such objection, and including any evidence and legal authority supporting the Settlement Class Member's objection. That written statement shall clearly identify the case name and number, and contain and/or attach: (i) the Settlement Class Member's printed name; (ii) evidence showing that the objector is a Settlement Class Member, including any proof of purchase evidence; (iii) a detailed statement of the objection and any other supporting papers, materials, or briefs that the Settlement

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Class Member wishes the Court to consider when reviewing the objection; (iv) the actual written signature of the Settlement Class Member making the objection; and (v) a statement whether the objecting Settlement Class Member and/or his or her counsel intend to appear at the Final Approval Hearing. A Settlement Class Member may object on his or her own behalf or through an attorney; provided, however, that even if represented the objector must individually sign any written objection and all attorneys who are involved in any way in asserting the objection must be listed on the objection. Any objector who files and serves a valid and timely written objection as described above may appear at the Final Approval Hearing, either in person or through separate counsel hired at the objector's expense, to object to any aspect of the Settlement on the basis set forth in his or her objection. The Settlement Administrator shall promptly provide all such objections to the counsel identified in Paragraph 56 below. Settlement Class Members who fail to submit a timely written objection in the manner specified above shall waive and forfeit any and all rights that he or she may have to object to the Settlement and shall be bound by all terms of this Settlement Agreement and by all proceedings, orders, and judgments in the Action, including but not limited to the release contained in this Agreement and the Final Approval Order. A Settlement Class Member who objects can withdraw their objection before commencement of the Final Approval Hearing by submitting a signed written request or email containing an electronic signature with the Court and/or to the Settlement Administrator stating their desire to withdraw their objection. Settlement Class Members shall be responsible for their own attorneys' fees, costs, and/or expenses related to any objections they make to the Settlement or related to any appeal they pursue, unless otherwise ordered by the Court.

38. Within fourteen (14) calendar days following the Claims Deadline, the Settlement Administrator shall provide the Parties with an interim declaration of compliance detailing the number of claims and the face value of the amount of the settlement fund claimed, assuming that each claim is valid.

39. Funding and Payment: Within fourteen (14) calendar days of the Effective Date, Defendant shall make a wire transfer to the Settlement Fund established by the Settlement Administrator of the Gross Settlement Amount. The Settlement Administrator shall cause the

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Individual Settlement Payments, the *Cy Pres* Distribution, Class Representative Service Award, and Class Counsel fees and expenses to be made within thirty (30) calendar days of receipt of these funds.

40. The Settlement Administrator shall make each Individual Settlement Payment digitally or by paper check in accordance with the means selected by the Authorized Claimant on his or her Claim Form. Settlement checks shall be valid for 120 calendar days and, if lost or destroyed, shall be reissued once by the Settlement Administrator at the request of the Authorized Claimant. The funds from any Settlement checks that remain uncashed after 120 calendar days shall be distributed to the *Cy Pres* Recipient identified in Paragraph 17(c) above, subject to Court approval.

41. After fulfilling the duties described hereinabove, the Settlement Administrator shall provide a final declaration regarding distribution of Settlement funds, including the final cost for notice and administration and including a description of the services rendered. Among other things, the Settlement Administrator shall state the number of all Authorized Claimants and the total amount of the NSA claimed by them, as well as the Settlement Administrator's total costs for providing the notice and settlement-administration services as described in this Settlement Agreement.

42. No Liability for Claims Administered Pursuant to Agreement. No individual or entity shall have any claim against Sherwin-Williams, counsel for Sherwin-Williams, Plaintiff, Class Counsel, and/or the Settlement Administrator (or any of its vendors) based on any determinations, distributions, actions taken or not taken, or awards made, with respect to this Settlement, so long as each of these individuals and entities acts in accordance with the Settlement Agreement, the Preliminary Approval Order, and the Final Approval Order.

RELEASE BY THE NAMED PLAINTIFF AND THE SETTLEMENT CLASS AND COVENANT NOT TO SUE

43. Plaintiff and Settlement Class Members who do not submit a valid and timely opt-out, on behalf of themselves and their agents, heirs, executors, administrators, successors, assigns, insurers, attorneys, and representatives (the "Releasing Parties") shall release and forever discharge Defendant, its subsidiaries, affiliates, predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents, attorneys, and representatives (the "Released Parties") to the fullest extent permitted by law, from all federal, state, and local claims, causes of

1 action, demands, and obligations of every kind, in law or equity, whether known or unknown,
2 suspected or unsuspected, including all claims that Plaintiff or the Settlement Class Members may
3 now have or, absent this Settlement Agreement, may in the future have had, against the Released
4 Parties that are asserted or alleged in the Complaint reasonably related to Defendant’s supply-chain
5 surcharge in effect from September 20, 2021 until January 31, 2022, including but not limited to
6 claims for breach of contract, fraud, negligent or intentional misrepresentation, unjust enrichment,
7 and claims under California’s Consumer Legal Remedies Act (CLRA), Cal. Civ. Code §§ 1770, *et*
8 *seq.*, California’s Unfair Competition Law and False Advertising Law, Cal. Bus. & Prof. Code §§
9 17200 and 17500, *et seq.*, and California law mandating price accuracy in retail sales, Cal. Bus. &
10 Prof. Code § 12024.2, as well as similar federal, state, and local laws, including but not limited to all
11 statutory, compensatory, actual, and punitive damages, restitution, declaratory, injunctive and
12 equitable relief, and attorneys’ fees and expenses (the “Released Claims”).

13 44. Upon entry of the Final Approval Order by the Court and the occurrence of the
14 Effective Date, Plaintiff and all Settlement Class Members shall thereby be bound by this Settlement
15 Agreement and all Released Claims shall thereby be conclusively settled, compromised, satisfied,
16 and released as to the Released Parties. The Final Approval Order shall provide for the release by
17 Plaintiff and the Settlement Class of all Released Claims, effective on the Effective Date.

18 45. Plaintiff and the Settlement Class Members shall not commence or authorize any
19 judicial or administrative action or proceeding, other than as expressly provided for in this
20 Agreement, against the Released Parties, or any of them, in either their personal or corporate
21 capacity, or against third parties, with respect to any claim, matter, or issue that reasonably arises
22 from, is based on, or reasonably relates to any alleged loss, harm, or damages allegedly caused by
23 the Released Parties, or any of them, in connection with the Released Claims and agree that this
24 Agreement shall be a complete bar to any such action. If any Plaintiff or any Class Member violates
25 this Paragraph, whether by filing any claim, lawsuit, arbitration, petition, administrative action, or
26 other proceeding, Sherwin-Williams reserves its right to pursue any and all available remedies
27 against such Plaintiff or Class Member, including without limitation seeking an award of reasonable
28 attorneys’ fees and expenses where available.

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DUTIES OF THE PARTIES FOLLOWING EXECUTION OF SETTLEMENT

AGREEMENT

1
2 46. Class Counsel shall file an unopposed motion for preliminary approval of the
3 Settlement within 21 days after the execution of this Settlement Agreement and shall share a draft
4 with defense counsel within 14 days after the execution of this Settlement Agreement. Class Counsel
5 shall include with the motion for preliminary approval a proposed preliminary approval order, setting
6 forth details regarding the proposed Class Notice Plan, Settlement website, and toll-free telephone
7 support number for Settlement Class Members. Class Counsel shall supply the Court with a
8 declaration from an expert valuing the Settlement benefits in further support of the motion for
9 preliminary approval.
10

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

11
12 47. Following final approval by the Court of the Settlement Agreement and payment of
13 all funds due, Class Counsel shall submit a proposed Final Order and Judgment:

14 A. Approving the Settlement, adjudging the terms thereof to be fair, reasonable,
15 and adequate, and directing consummation of its terms and provisions;

16 B. Finding that the Class Notice Plan complied with the Due Process Clause, and
17 was fair, adequate, and sufficient, as the best practicable notice under the circumstances, and
18 reasonably calculated to apprise Settlement Class Members of the Action, the Settlement Agreement,
19 their objection rights, and their opt-out rights;

20 C. Listing any opt-outs, if any;

21 D. Finding that the Class Members who have not opted out are bound by the
22 Settlement Agreement and all of its terms;

23 E. Releasing the Released Parties from the Released Claims;

24 F. Approving Class Counsel’s application for an award of attorneys’ fees and
25 expenses;

26 G. Approving the Class Representative Service Award to Plaintiff; and

27 H. Retaining jurisdiction relating to the administration, implementation,
28 enforcement, and interpretation of the Settlement Agreement and the Final Approval Order.

1 48. Class Counsel shall share with counsel for Sherwin-Williams a draft of the proposed
2 Final Order and Judgment referred to in Paragraph 47 no fewer than seven days before filing.

3 **MISCELLANEOUS TERMS**

4 49. Parties' Authority: The signatories hereto hereby represent that they are fully
5 authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and
6 conditions thereof.

7 50. Confidentiality: Plaintiff and Class Counsel shall not hold any press conference or
8 make any press release or comment regarding the Settlement except through the notice process
9 approved by the Court and administered by the Settlement Administrator; however, the Parties may
10 make such disclosures as may be required to the Court; as specified in the Class Notice Plan; as may
11 be required by law or to submit to a government agency; to respond to inquiries by Settlement Class
12 Members relating to the Settlement; or as may be necessary for tax or audit purposes.

13 51. Continuing Jurisdiction: The Court shall retain continuing jurisdiction over the Action
14 to ensure the continuing implementation of the provisions of this Settlement Agreement. This
15 Settlement Agreement is enforceable pursuant to Code of Civil Procedure § 664.6.

16 52. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant
17 that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
18 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
19 cause of action or rights herein released and discharged except as set forth herein.

20 53. No Admission: Sherwin-Williams expressly denies, and does not admit, any
21 wrongdoing, fault, liability, or damage whatsoever to Plaintiff or the Settlement Class Members.
22 Sherwin-Williams further denies, and does not admit, that it engaged in any unlawful conduct or
23 violation of any laws or statutes. Sherwin-Williams maintains that it has meritorious defenses to
24 Plaintiff's Complaint in the Action and to class certification, that it has fully complied with all
25 applicable laws, and that Plaintiff and the Settlement Class have not been damaged or harmed in any
26 way, or at all. However, in view of the uncertainty and risk of the outcome of any litigation, the
27 difficulties and substantial expense and length of time necessary to defend the Action, the significant
28 distraction and interruption the Action would have on Sherwin-Williams' day-to-day business, and

to eliminate the burden and expense of further litigation, Sherwin-Williams wishes to settle the Action and to put the claims alleged in the Action to rest, finally and forever, without in any way acknowledging or admitting any wrongdoing, fault, liability, or damage to Plaintiff or the Settlement Class Members. The Settlement and this Agreement represent a compromise of disputed claims and all of the Parties' arm's-length negotiations, discussions, and communications in connection with or leading up to and including the Settlement, are not and shall not be construed as admissions or concessions of any of the Parties in this Action or any other action, third-party action, arbitration, proceeding, or matter, either as to liability or wrongdoing or as to the merits of any claim or defense regardless of whether this Agreement becomes effective as provided herein.

54. Enforcement Actions: In the event that one of the Parties institutes any legal action or other proceeding to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under it, the successful party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

55. Governing Law, Jurisdiction, and Venue. This Settlement Agreement is made under the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Settlement Agreement and further agree and consent that venue of any action brought or subject to resolution hereunder shall be exclusively in the County of Merced.

56. Notices: Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing, addressed as follows:

TO PLAINTIFF AND SETTLEMENT CLASS MEMBERS:

Anthony J. Orshansky, Esq.
anthony@counselonegroup.com
Alexandria R. Kachadoorian
alexandria@counselonegroup.com
Justin Kachadoorian, Esq.
justin@counselonegroup.com
COUNSELONE, P.C.
9301 Wilshire Boulevard, Suite 650

Beverly Hills, CA 90210

TO DEFENDANT:

Sharyl A. Reisman
sareisman@jonesday.com
JONES DAY
250 Vesey Street
New York, New York 10281

OR

Louis A. Chaiten
lachaiten@jonesday.com
JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114

57. Construction: The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties, and this Settlement Agreement shall not be construed in favor of or against any of the Parties.

58. Captions and Interpretations: Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

59. Agreement Conditioned on Court Approval: This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Action and are made in compromise of disputed claims. Because this Agreement settles the Action on a class-wide basis, it must receive preliminary and final approval from the Court. Accordingly, if the Court does not enter the Final Approval Order or the Effective Date does not occur for any reason, this Agreement shall be deemed null and void *ab initio*; it shall be of no force or effect whatsoever; it shall not be referred to or used for any purpose whatsoever; nor shall this Agreement be relied upon, referred to, or used by any third-party for any purpose whatsoever in any separate action, third-party action, arbitration, proceeding, or matter involving Sherwin-Williams; and the negotiation, terms, and entry of the Agreement shall remain subject to California Evidence Code Section 1152 and any analogous federal or state court rules of evidence or substantive law.

60. Modification:

1 A. This Settlement Agreement may not be changed, altered, or modified, except
2 in writing and signed by the Parties hereto, and approved by the Court; provided, however that, after
3 entry of the Final Order and Final Judgment, the Parties may by written agreement effect such
4 amendments, modifications, or expansions of this Settlement Agreement and its implementing
5 documents (including all exhibits hereto) without further notice to the Settlement Class or approval
6 by the Court if such changes are consistent with the Court’s Final Order and Judgment and do not
7 materially alter, reduce or limit the rights of Settlement Class Members under this Settlement
8 Agreement.

9 B. This Settlement Agreement may not be discharged except by performance in
10 accordance with its terms or by a writing signed by the Parties hereto.

11 C. No rights hereunder may be waived except in writing.

12 D. In the event that the Settlement is “materially modified” by any court, (a) the
13 Settlement shall be without force and effect upon the rights of the Parties hereto, and none of its
14 terms shall be effective or enforceable, with the exception of this Paragraph; (b) the Parties shall be
15 deemed to have reverted *nunc pro tunc* to their respective status as of the date the lawsuit is first filed
16 with the Court; (c) all orders entered in connection with the Settlement, including the certification of
17 the Settlement Class, shall be vacated without prejudice to either Party’s position on the issue of
18 class certification or any other issue, in this Action or any other action, and the Parties shall be
19 restored to their litigation positions existing on the date of execution of this Agreement; (d) the
20 Parties shall proceed in all respects as if the Settlement Agreement and related documentation and
21 orders had not been executed, and without prejudice in any way from the negotiation or fact of the
22 Settlement or the terms of the Settlement Agreement; and (e) the Parties’ negotiations, Settlement,
23 and any statements made to the court regarding the Settlement shall not be argued or construed in
24 any way as evidence of, establishing or conceding any liability, claim, defense, or issue, including
25 without limitation whether class certification is or is not appropriate. For the purposes of this
26 paragraph, “material modifications” to the Settlement include but are not limited to any modifications
27 to the definitions of the Settlement Class, Settlement Class Members, or Released Claims, changes
28

to the Class Notice Plan or any exhibit hereto that are not approved by the Parties, and/or any modifications to the terms of the Settlement consideration.

61. Binding on Assigns: This Settlement Agreement shall be binding upon and inure to the benefit of Plaintiff, the Settlement Class Members, the Released Parties, and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, heirs, trustees, executors, administrators, successors, and assigns.

62. Counterparts: This Settlement Agreement may be executed in counterparts and each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. The date of execution shall be the latest date on which any Party signs this Settlement Agreement. The Parties agree, where practicable, to the use of DocuSign or other comparable electronic signature technology to expedite the execution of this Settlement Agreement. Electronic signatures shall be deemed originals.

63. Integration: Any and all previous agreements and understandings between or among the Parties regarding the subject matter of this Settlement Agreement, whether written or oral, are superseded and hereby revoked by this Settlement Agreement. The Parties expressly agree that the terms and conditions of this Settlement Agreement will control over any other written or oral agreements.

64. Limits on Admissibility: This Agreement and all associated exhibits or attachments, and any and all negotiations relating to it, shall not be admissible in the Action, arbitration, or any other action, arbitration, or legal or administrative proceeding, in any manner whatsoever, except as necessary to enforce the terms of this Agreement, including to support a defense, claim, or counterclaim based on principles of res judicata, collateral estoppel, release, accord and satisfaction, good-faith settlement, judgment bar or reduction, or any theory of claim or issue preclusion or similar defense, claim, or counterclaim.

65. Stay of Proceedings: Class Counsel and Defendant's counsel agree to stay all proceedings in the Action, other than those proceedings necessary to carry out or enforce the terms

and conditions of the Settlement, until the Effective Date of the Settlement has occurred. Plaintiff and Class Counsel shall not oppose or object to Sherwin-Williams seeking the stay and/or dismissal of, and/or to oppose entry of any interim or final relief in favor of any Settlement Class Member, in any other action, arbitration, or proceeding against any of the Released Parties which challenges the Settlement or otherwise asserts or involves, directly or indirectly, a Released Claim.

66. All reference to “days” in this Settlement Agreement shall refer to calendar days, unless otherwise specified, provided that if a deadline provided for in the Settlement Agreement falls on a weekend or holiday, that deadline shall be the next day that is not a weekend or holiday.

67. This Settlement Agreement has been negotiated among and drafted by Class Counsel and Defense Counsel. Plaintiffs, Settlement Class Members, and Defendant shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the *contra proferentem* canon of construction. Accordingly, this Settlement Agreement should not be construed in favor of or against one Party as to the drafter, and the Parties agree that the provisions of California Civil Code § 1654 and common law principles of construing ambiguities against the drafter shall have no application. All Parties agree that counsel for the Parties drafted this Settlement Agreement during extensive arms’ length negotiations. No *parol* or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

68. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

69. No Third-Party Beneficiaries: Except for the express, intended beneficiaries as set forth in this Agreement, including the Settlement Class Members, there shall be no third-party beneficiaries to this Agreement.

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1 70. Taxes: Plaintiff, Settlement Class Members, and Class Counsel shall be responsible
2 for paying any federal, state, and local taxes that may be due, if any, on account of the amount of
3 any payment that they individually receive pursuant to this Agreement.

4 71. Exhibits: All of the exhibits attached hereto are hereby incorporated by reference as
5 though fully set forth herein. Notwithstanding the foregoing, in the event that a conflict or
6 inconsistency exists between the terms of this Agreement and the terms of any exhibit hereto, the
7 terms of this Agreement shall prevail.

8 72. Waiver: The waiver by any Party to this Agreement, of any breach of its terms shall
9 not be deemed or construed to be a waiver of any other breach of this Agreement, whether prior,
10 subsequent, or contemporaneous.

11 **[SIGNATURES ON NEXT PAGE]**

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PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL

1 DATED: 5/31/2023

MARCHE MEEKS

2
3 DocuSigned by:
4 *Marche Meeks*
5 _____
6 DCB5A3DFD154498...
7 Marche Meeks

8 DATED: 6/1/2023

9
10 *Justin*
11 _____
12 Anthony J. Orshansky
13 Justin Kachadoorian

14 *Attorneys for Plaintiff Marche Meeks and the
15 Settlement Class*

16
17
18 **THE SHERWIN-WILLIAMS COMPANY AND COUNSEL FOR THE SHERWIN-
19 WILLIAMS COMPANY**

20 DATED:

THE SHERWIN-WILLIAMS COMPANY

21 By: _____
22 (Print Name)

23 _____
24 (Signature)

25 Its: _____
26 (Title)

27 DATED:

28 By: _____

Sharyl A. Reisman
Louis A. Chaiten
*Attorneys for Defendant The Sherwin-Williams
Company*

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PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL

1 DATED:

MARCHE MEEKS

2
3
4 Marche Meeks

5 DATED:

6 Anthony J. Orshansky
7 Justin Kachadoorian


8 *Attorneys for Plaintiff Marche Meeks and the*
9 *Settlement Class*

10 **THE SHERWIN-WILLIAMS COMPANY AND COUNSEL FOR THE SHERWIN-**
11 **WILLIAMS COMPANY**

12 DATED: 6/13/2023

THE SHERWIN-WILLIAMS COMPANY

13 By: Stephen J. Perisutti
14 (Print Name)

15 
16 (Signature)

17 Its: Assistant Secretary
18 (Title)

19 DATED:

20 By: _____

21 Sharyl A. Reisman
22 Louis A. Chaiten
23 *Attorneys for Defendant The Sherwin-Williams*
24 *Company*

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PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL

1 DATED: MARCHE MEEKS
2

3
4 Marche Meeks

5 DATED:

6 Anthony J. Orshansky
7 Justin Kachadoorian

8 *Attorneys for Plaintiff Marche Meeks and the*
9 *Settlement Class*

10 **THE SHERWIN-WILLIAMS COMPANY AND COUNSEL FOR THE SHERWIN-**
11 **WILLIAMS COMPANY**

12 DATED: THE SHERWIN-WILLIAMS COMPANY

13
14 By: _____
(Print Name)

15 _____
16 (Signature)

17 Its: _____
18 (Title)

19 DATED: 6/13/2023

20 By: 

21 Sharyl A. Reisman
22 Louis A. Chaiten
23 *Attorneys for Defendant The Sherwin-Williams*
24 *Company*

EXHIBIT 1

EMAIL NOTICE

To: XXXXXXXXXXXX
From: XXXXXXXXXXXX
Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Meeks v. The Sherwin-Williams Company

A state court authorized this Notice. This is not a solicitation from a lawyer.

Why did I get this notice? This Notice relates to a proposed class action settlement of a lawsuit ("Action") against The Sherwin-Williams Company ("Sherwin-Williams") alleging it violated various laws by adding a 4% supply-chain surcharge to certain products purchased in its retail stores in California and online while in California.

Sherwin-Williams' records show that you may be included as a member of the Settlement Class, which includes all persons who purchased products from a California Sherwin-Williams store, or who purchased products online while in California, between September 20, 2021 and January 31, 2022 and were charged a 4% supply-chain surcharge; persons who purchased on a commercial account are not included in the Settlement Class.

What does the Settlement provide? Sherwin-Williams has agreed to pay \$470,000 to settle the claims alleged in the Action. This amount will be used to make payments to Settlement Class Members who submit a valid claim form, as well as pay attorneys' fees and costs and a services award to the named Plaintiff.

What can I get from the Settlement? Settlement Class Members with proof of purchase may claim up to the surcharge actually paid. Settlement Class Members without proof of purchase may claim a maximum settlement payment of \$10.00, provided that funds remain in the net settlement amount after accounting for all payments to eligible claimants with proof of purchase. Payment amounts may be reduced based on the total number and amount of valid claims. Any unclaimed amounts will be distributed to the Justice Gap Fund of the State Bar of California. As part of the Settlement, Sherwin-Williams has also agreed to other non-monetary relief. To submit a Claim Form, click HERE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Table with 3 columns: Option Name, Description, and Deadline. Options include 'SUBMIT A CLAIM FORM' and 'EXCLUDE YOURSELF / OPT-OUT FROM THE SETTLEMENT'.

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OBJECT	Write to the Settlement Administrator about why you object or do not like the Settlement and think it shouldn't be approved.	Deadline: [Month] [Day], [Year]
GO TO THE "FINAL APPROVAL HEARING"	<p>The Court will hold a "Final Approval Hearing" on [Hearing Date] to consider the Settlement, the request for attorneys' fees and expenses of the lawyers who brought the Action, and the request for a service award to the plaintiff who brought the Action.</p> <p>If you submit a valid written objection, you may, but are not required to, speak at the Final Approval Hearing about your written objection. You must include your intention to do so in your written objection. Follow the procedure described above for providing your written notice to the Claims Administrator.</p>	Deadline: [Month] [Day], [Year]
DO NOTHING	If you are a Settlement Class Member and do not submit a claim form, you will not receive a payment under the Settlement. You will also give up any claims you may have against Sherwin-Williams (and the other released parties) that are released by the Settlement of the Action.	No deadline

More information? For more information about the Settlement and how to take the steps described above, please visit [www.\[xxx\].com](http://www.[xxx].com) You may also contact Class Counsel by calling (310) 277-9945.

Do Not Address Any Questions About The Settlement Or The Action To Sherwin-Williams, The Clerk Of The Court, Or The Judge.

EXHIBIT 2

COURT-APPROVED
SETTLEMENT NOTICE

Meeks

v.

*The Sherwin-Williams
Company*

Superior Court of the State of
California for the County of Merced

Class Action

*Meeks v. The Sherwin-Williams
Company*
c/o ADMINISTRATOR
ADDRESS

Return Service Requested

PRESORT
U.S. POSTAGE
PAID

0 1 2 3 4 5 6 7 8 9 0 1 0 2 0 3 0 4

Postal Service: Please do not mark barcode

ID: #####

First Last
Address1
Address2
City State Zip Code

A proposed class action settlement has been reached in a lawsuit filed against The Sherwin-Williams Company (“Sherwin-Williams”) alleging it violated various laws by adding a 4% supply-chain surcharge to certain products purchased in its retail stores in California and online while in California. Sherwin-Williams disputes and denies any wrongdoing, liability, culpability, negligence, or violation of law whatsoever. The parties have decided to settle the lawsuit to avoid the risks, distraction, and cost of litigation.

Am I included? Sherwin-Williams’ records indicate you may be a member of the Settlement Class, which includes all persons who purchased products from a California Sherwin-Williams store, or who purchased products online while in California, between September 20, 2021 and January 31, 2022 and were charged a 4% supply-chain surcharge; persons who purchased on a commercial account are not included in the Settlement Class.

What Relief Does the Settlement Provide? Sherwin-Williams has agreed to pay \$470,000 to resolve the lawsuit. Settlement Class Members are entitled to claim a portion of this amount. Settlement Class Members with proof of purchase may claim the amount of surcharge actually paid. Settlement Class Members without proof of purchase may claim a maximum settlement payment of up to \$10.00, provided that funds remain in the net settlement amount after accounting for all payments to eligible claimants with proof of purchase. Payment amounts may be reduced based on the total number and amount of valid claims. Any unclaimed amounts will be distributed to the Justice Gap Fund of the State Bar of California. As part of the Settlement, Sherwin-Williams has also agreed to other non-monetary relief.

How Do I Receive a Payment? To receive a payment, you must submit a Claim Form online at [www.\[xxx\].com](http://www.[xxx].com) or by mail no later than **[DATE]**, 2023.

Who Represents Me? The Court has appointed CounselOne, P.C. as class counsel for the Settlement Class. Their telephone number is (310) 277-9945.

What are other options? You can exclude yourself from the Settlement or object to it. To exclude yourself and keep any rights you may have to sue Sherwin-Williams over the legal issues involved in this lawsuit, you must write the settlement administrator by **[DATE]**. If you do not exclude yourself, you may object to the proposed Settlement by submitting a written objection to the settlement administrator by **[DATE]**. You or your lawyer may also ask to appear and speak at the Final Approval Hearing, at your own cost.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing on **[DATE]** at the Superior Court of the State of California for the County of Merced, 627 W 21st Street, Merced, CA 95340.

Want More Information? Visit **[URL]** or contact the settlement administrator at **[NUMBER HERE]** or via e-mail at **[EMAIL ADDRESS]**.

EXHIBIT 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Meeks v. The Sherwin-Williams Company, Superior Court of the State of California
for the County of Merced, Case Number xxxxxxxx*

If you purchased products at a Sherwin-Williams store in California, or online from Sherwin-Williams while in California, between September 20, 2021 and January 31, 2022, you may be a Settlement Class Member in the Action and eligible to receive benefits under the Settlement. Persons who purchased on a commercial account are not included in the Settlement.

Please read this Notice carefully.

Your legal rights will be affected regardless of whether you do or do not act.

What is the Action about? This Notice relates to a proposed class action settlement of a lawsuit (“Action”) against The Sherwin-Williams Company (“Sherwin-Williams” or “Defendant”) alleging violation of California Business & Professions Code §§ 17200, et seq. (Unfair Competition Law); violation of California Business & Professions Code §§ 17500, et seq. (False Advertising Law); violation of California’s Consumers Legal Remedies Act, California Civil Code §§ 1750, et seq.; violation of California law mandating price accuracy in retail sales, Cal. Bus. & Prof. Code § 12024.2; intentional misrepresentation; negligent misrepresentation; breach of contract; and unjust enrichment.

The Action alleges that Sherwin-Williams engaged in unfair methods of competition and deceptive acts and practices in connection with charging customers a 4% “Supply Chain Surcharge” on certain products purchased in its retail stores in California and online while in California. The Plaintiff is a customer of Sherwin-Williams who was charged the 4% supply-chain surcharge when he made an in-store purchase and has brought a class action lawsuit on behalf of other customers who also were charged the 4% supply-chain surcharge.

Sherwin-Williams disputes and denies any wrongdoing, liability, culpability, negligence, or violation of law whatsoever on its part, and denies that Plaintiff or the Settlement Class have suffered any recoverable damages. Sherwin-Williams contends that it introduced the limited-time supply-chain surcharge as a temporary measure in response to substantial increases in supply-chain costs, and that it prominently and adequately disclosed the supply-chain surcharge to its customers through various means.

The parties have decided to settle the lawsuit to avoid the risks, distraction, and cost of litigation.

What relief does the Settlement provide? To settle the claims alleged in the Action, Sherwin-Williams has agreed to pay the Gross Settlement Amount of \$470,000. Settlement Class Members are entitled to claim a portion of this amount. Settlement payments will consist of the surcharge amount actually paid by the Settlement Class Member as evidenced by a receipt or other proof of purchase reflecting the amount of surcharge paid. Settlement Class Members who do not have proof of purchase will be entitled to a maximum settlement payment of \$10.00, based on confirmation under penalty of perjury, and provided that funds remain in the net settlement amount after accounting for all payments to eligible claimants with proof of purchase. Each settlement

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payment is subject to reduction based on the total amount claimed by Settlement Class Members under the Settlement. Any unclaimed amounts will be distributed to the Justice Gap Fund of the State Bar of California. To submit a Claim Form, click [HERE](#).

Sherwin-Williams represents that it ceased applying a supply-chain surcharge on California purchases as of February 1, 2022. Sherwin-Williams agrees that, if during the four years following final approval of the Settlement, Sherwin-Williams were to charge to do-it-yourself customers making in-store purchases in Sherwin-Williams’ California stores a surcharge intended to compensate for increased supply-chain costs, Sherwin-Williams would display the total price (before any relevant discount(s), taxes, or legally required surcharges, fees, or expenses) on the shelf tag for each item to which the surcharge would apply.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	If the Court grants final approval to the Settlement, this is the only way to be eligible to receive a payment.	Deadline: [Month] [Day], [Year]
EXCLUDE YOURSELF / OPT-OUT FROM THE SETTLEMENT	This is the only option that allows you to retain your rights to sue The Sherwin-Williams Company for claims that would otherwise be released by the Settlement of the Action. If you opt out, you will not be bound by any terms of the Settlement, but you will also not be entitled to submit a claim for benefits from the Settlement.	Deadline: [Month] [Day], [Year]
OBJECT	Write to the Settlement Administrator about why you object or do not like the Settlement and think it shouldn’t be approved.	Deadline: [Month] [Day], [Year]
GO TO THE “FINAL APPROVAL HEARING”	<p>The Court will hold a “Final Approval Hearing” on [Hearing Date] to consider the Settlement, the request for attorneys’ fees and expenses of the lawyers who brought the Action (“Class Counsel”), and the request for a service award to the plaintiff who brought the Action (“Class Representative”).</p> <p>If you submit a valid and timely written objection, you may, but are not required to, speak at the Final Approval Hearing about your written objection. If you intend to speak at the Final Approval Hearing, you must include your intention to do so in your written objection. Follow the procedure described above for providing your written notice to the Claims Administrator.</p>	Deadline: [Month] [Day], [Year]

DO NOTHING	If you are a Class Member and do not submit a claim form, you will not be eligible to receive a payment under the Settlement, even if the Court gives final approval to the Settlement. You will also be giving up any claims you may have against Sherwin-Williams (and the other released parties) that are released by the Settlement of the Action.	No deadline
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These rights and options—**and the deadlines to exercise them**—are explained in more detail below.

The Court overseeing this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. **Please be patient.**

Why did I get this notice?

You received this Notice because Sherwin-Williams’ records show that you may be a member of the “Settlement Class,” which includes all persons who purchased products from a California Sherwin-Williams store, or who purchased products online while in California, between September 20, 2021 and January 31, 2022 and were charged a 4% supply-chain surcharge; persons who purchased on a commercial account are not included in the Settlement Class.

The Court overseeing the Action authorized this Notice to inform you about the Settlement and your options before the Court decides whether to grant final approval of the Settlement. To obtain more information about the Settlement, including a copy of the Settlement Agreement, click [HERE](#).

What is a class action?

In a class action, the Plaintiff acts as the “class representative” and files a lawsuit individually and on behalf of other people who have similar claims. This group of people is called the “class” and the people in the class are the “class members.” One court resolves the contested issues in the lawsuit for all class members, except for those people who exclude themselves from the class.

Why is there a settlement?

The Court has **not** decided whether the Plaintiff or Sherwin-Williams should win this Action. The Settlement is not an admission of wrongdoing by Sherwin-Williams, and this Notice does not mean the Court has expressed an opinion as to the merits of any claims or defenses in the Action. The

parties engaged in extensive negotiations, exchanged relevant evidence, consulted with experts, and participated in mediation overseen by an experienced mediator. The Settlement avoids the costs, distraction, and risks of continued litigation and a trial, avoids disruption to Sherwin-Williams' business operations, and provides certain compensation for Settlement Class Members without the delay and uncertainty of trial. In granting preliminary approval of the Settlement, the Court appointed Plaintiff as Class Representative and the lawyers who represent him as Class Counsel. Plaintiff and his counsel believe the Settlement is in the best interests of the Settlement Class Members.

Who is in the Settlement?

You are a Settlement Class Member if you purchased products from a California Sherwin-Williams store, or purchased products online while in California, between September 20, 2021 and January 31, 2022 and were charged a 4% supply-chain surcharge; persons purchasing on a commercial account shall be excluded from the Settlement Class.

What should I do if I am still not sure whether I am included as a Settlement Class Member?

If you received notice of the Settlement by email or postcard, Sherwin-Williams' records show that you are likely a member of the Settlement Class. If you are not sure whether you are included in the Settlement Class you can ask for free help by emailing the Settlement Administrator at [insert email address] or calling the Settlement Administrator at [XXX-XXX-XXXX] for more information.

THE PROPOSED SETTLEMENT

What monetary relief does the Settlement provide to the Settlement Class Members?

Sherwin-Williams will pay \$470,000 to settle the claims alleged in the Action. This amount is inclusive of all Individual Settlement Payments to Settlement Class Members who submit timely and valid Claim Forms (called "Authorized Claimants"), allocations for Class Counsel's Fees and Expenses, and the Class Representative Service Award. Sherwin-Williams will separately pay for the costs of notice and settlement administration. The Net Settlement Amount ("NSA") is the amount remaining after the deductions for Class Counsel's Fees and Expenses and the Class Representative Service Award and will be distributed to Authorized Claimants as follows:

Authorized Claimants with Proof of Purchase: Each Individual Settlement Payment will consist of an amount up to all supply-chain surcharges actually paid by the Authorized Claimant in Qualifying Transactions during the Surcharge Period (September 20, 2021 until January 31, 2022), as evidenced by the Authorized Claimant's receipt(s) or other proof of purchase showing the

amount of supply-chain surcharges paid. “Qualifying Transactions” means any purchases made at Defendant’s stores in California or online while in California during the Surcharge Period. Authorized Claimants may submit only one claim per Qualifying Transaction. If the total approved claims by Authorized Claimants with proof of purchase exceeds the NSA, then the entire NSA will be distributed pro rata to each such Authorized Claimant in proportion to the value of his or her claim.

Authorized Claimants without Proof of Purchase: Each Authorized Claimant who does not have a receipt or other proof of purchase will be entitled to submit a claim for one (1) Individual Settlement Payment of up to Ten Dollars and Zero Cents (\$10.00), based on the Authorized Claimant’s confirmation of eligibility under penalty of perjury, and provided that funds remain in the NSA after accounting for all Individual Settlement Payments to Authorized Claimants with proof of purchase. The amount remaining in the NSA after accounting for the allocation of Individual Settlement Payments to Authorized Claimants with proof of purchase shall be distributed in equal shares to Authorized Claimants without proof of purchase up to \$10.00.

Any amount remaining in the NSA that is not claimed by Authorized Claimants will be distributed to the Justice Gap Fund of the State Bar of California as the *cy pres* recipient, subject to Court approval. The Parties and their counsel do not have an interest in this charitable organization.

Does the Settlement provide any non-monetary relief?

Yes. Sherwin-Williams represents that it ceased applying a supply-chain surcharge on California purchases as of February 1, 2022; and Sherwin-Williams agrees that, if during the four years following final approval of the Settlement, Sherwin-Williams were to charge to do-it-yourself customers making in-store purchases in Sherwin-Williams’ California stores a surcharge intended to compensate for increased supply-chain costs, Sherwin-Williams would display the total price (before any relevant discount(s), taxes, or legally required surcharges, fees, or expenses) on the shelf tag for each item to which the surcharge would apply.

Will the Class Representative receive any compensation for his efforts in bringing this Action?

The Class Representative will request a service award of up to \$7,500 for his services as class representative and his efforts in bringing and helping to prosecute the Action. The Court will make the final decision as to the amount to be paid to the Class Representative.

How can I get a payment?

To qualify for payment, Settlement Class Members must submit a Claim Form. A Claim Form is accessible by clicking [HERE](#). Read the instructions on the Claim Form carefully, fill out all the

information requested, attach or enclose your proof of purchase if available, and submit it electronically by or before 11:59 p.m. Pacific Time on **[Month] [Day], [Year]**. You may also print and mail your completed Claim Form to the address below:

Meeks v. The Sherwin-Williams Company Settlement

c/o xxxxxxxx
xxxxxxxxxxxxxx
xxxxxxxxxxxxxx

If you elect to mail your Claim Form, your Claim Form must be postmarked by or before **[Month] [Day], [Year]** to be considered timely.

When will I get a payment if I submit a Claim Form?

If a Settlement Class Member submits a timely and valid Claim Form by **[Month] [Day], [Year]**, and the Court gives final approval to the Settlement, Settlement Class Members who have submitted valid claims will receive their payments within 90 days after the Court grants final approval of the Settlement, assuming that no one files an appeal challenging the Settlement. If a timely appeal or other review proceeding of the Court’s final approval is commenced, individual payments will be sent following resolution of the appeal or other review in a manner that affirms the final approval in a form substantially identical to the Court’s final approval.

THE LAWYERS REPRESENTING YOU

Do I have a lawyer in this case?

The Court has appointed CounselOne, PC (“Class Counsel”) to represent the interests of all Settlement Class Members. Class Counsel’s contact information is below.

Anthony J. Orshansky, Esq.
anthony@counselonegroup.com
Justin Kachadoorian, Esq.
justin@counselonegroup.com
Alexandria R. Kachadoorian, Esq.
alexandria@counselonegroup.com
CounselOne, P.C.
9401 Wilshire Boulevard, Suite 650
Beverly Hills, CA 90210
Telephone: (310) 277-9945
Facsimile: (424) 277-3727

If you want to be represented by your own lawyer, you may hire one at your own expense.

How will Class Counsel be paid?

Class Counsel will ask the Court for an award of attorneys’ fees of up to \$200,000, as well as reimbursement of litigation expenses of up to \$20,000. The Court will make the final decision as to the amounts to be paid to Class Counsel.

RELEASE OF CLAIMS

What do Settlement Class Members give up to obtain relief under the Settlement?

If the Court grants final approval of the Settlement, all Settlement Class Members who have not submitted a valid and timely opt-out shall, on behalf of themselves and their agents, heirs, executors, administrators, successors, assigns, insurers, attorneys, and representatives (the “Releasing Parties”), release and forever discharge Defendant, its subsidiaries, affiliates, predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents, attorneys, and representatives (the “Released Parties”) to the fullest extent permitted by law, from all federal, state, and local claims, causes of action, demands, and obligations of every kind, in law or equity, whether known or unknown, suspected or unsuspected, including all claims that Plaintiff or the Settlement Class Members may now have or, absent this Settlement Agreement, may in the future have had, against the Released Parties that are asserted or alleged in the Complaint reasonably related to Defendant’s supply-chain surcharge in effect from September 20, 2021 until January 31, 2022, including but not limited to claims for breach of contract, fraud, negligent or intentional misrepresentation, unjust enrichment, and claims under California’s Consumer Legal Remedies Act (CLRA), Cal. Civ. Code §§ 1770, *et seq.*, California’s Unfair Competition Law and False Advertising Law, Cal. Bus. & Prof. Code §§ 17200 and 17500, *et seq.*, and California law mandating price accuracy in retail sales, Cal. Bus. & Prof. Code § 12024.2, as well as similar federal, state, and local laws, including but not limited to all statutory, compensatory, actual, and punitive damages, restitution, declaratory, injunctive and equitable relief, and attorneys’ fees and expenses (the “Released Claims”).

Unless you exclude yourself, you will remain in the Settlement, and that means that you cannot sue, continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court’s orders will apply to you and legally bind you.

If you exclude yourself from the Settlement, you will retain the right to bring a claim against Defendant, but you will not have representation provided for you through this Action, and you will be responsible for hiring your own attorney at your own expense.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

How do Settlement Class Members exclude themselves from the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your rights, including your right to file your own individual lawsuit against Sherwin-Williams related to the supply-chain surcharge, then you must take steps to exclude yourself from the Settlement Class. Settlement Class Members who do not want to be a part of the Settlement must send a signed letter by U.S. Mail to the Settlement Administrator that includes (a) his or her full name; (b) a clear and unambiguous statement communicating that he or she elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement; and (c) the case name and case number. This letter must be sent to the Settlement Administrator at the following address and postmarked on or before **[Month] [Day], [Year]:**

Meeks v. The Sherwin-Williams Company, Settlement,
c/o xxxxxxxx
xxxxxxxxxxxxx
xxxxxxxxxxxxx

If you submit a valid opt-out by the above deadline, you will not be a part of the Settlement, will not be eligible to make a claim for payment, will not be bound by the Final Order and Judgment entered in the Action, and will not be precluded from bringing any individual claim against Sherwin-Williams based on the conduct complained of in the Action.

You cannot submit a Claim Form and opt out of the Settlement because only Settlement Class Members are entitled to any monetary payment under the Settlement. For any person who submits both a Claim Form and an opt-out, only the Claim Form will be effective and the opt-out notice will be void unless the person formally withdraws their Claim Form in writing to the Settlement Administrator.

A member of the Settlement Class who opts out can, on or before the Opt-Out Deadline, withdraw their request for exclusion by submitting a written or emailed request to the Settlement Administrator stating their desire to revoke their request for exclusion and containing their actual written signature or electronic signature. Any statement or submission purporting or appearing to be both an objection and an opt-out shall be treated as a request for exclusion.

HOW TO OBJECT TO THE SETTLEMENT

How do I tell the Court that I do not like the Settlement?

The Court will hold a Final Approval Hearing to determine whether the Settlement is fair, reasonable, and adequate, and also to consider Class Counsel’s request for an award of attorneys’ fees and costs, and a service award to the Class Representative.

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If you have not submitted a valid opt-out and wish to object to the Settlement, the award of attorneys' fees or expenses, or the service award, you must submit a written objection to the Claims Administrator no later than **[Month] [Day], [Year]**.

Settlement Class Members who wish to object to the Settlement or appear at the Final Approval Hearing must submit a detailed written statement to the Settlement Administrator no later than **[Month] [Day], [Year]** stating the objection(s) in detail and the specific aspect(s) of the Settlement being challenged; the specific reason(s), if any, for each such objection, and including any evidence and legal authority supporting the Settlement Class Member's objection. That written statement shall clearly identify the case name and number, and contain and/or attach: (i) the Settlement Class Member's printed name; (ii) evidence showing that the objector is a Settlement Class Member, including any proof of purchase evidence; (iii) a detailed statement of the objection and any other supporting papers, materials, or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection; (iv) the actual written signature of the Settlement Class Member making the objection; and (v) a statement whether the objecting Settlement Class Member and/or his or her counsel intend to appear at the Final Approval Hearing. A Settlement Class Member may object on his or her own behalf or through an attorney; provided, however, that even if represented by an attorney the objector must individually sign any written objection, and all attorneys who are involved in any way in asserting the objection must be listed on the objection.

You are not required to appear at the Final Approval Hearing. But if you file and mail a timely objection that complies with the above paragraph, you may appear at the Final Approval Hearing either in person or through an attorney of your own choice hired at your expense to object to the fairness, reasonableness, or adequacy of the Settlement, the award of attorneys' fees, expenses, and costs, or the service award to the Plaintiff.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

A Settlement Class Member who objects can withdraw their objection before commencement of the Final Approval Hearing by submitting a signed written request or email containing an electronic signature with the Court and/or to the Settlement Administrator stating their desire to withdraw their objection. Settlement Class Members shall be responsible for their own attorneys' fees, costs, and/or expenses related to any objections they make to the Settlement or related to any appeal they pursue, unless otherwise ordered by the Court.

What is the difference between excluding myself and objecting to the Settlement?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself from the Settlement is opting out and telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

Any statement or submission purporting or appearing to be both an objection and opt-out shall be treated as a request for exclusion from the Settlement.

FINAL APPROVAL HEARING

What is the Final Approval Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the Class Representative. If there are objections, the Court will consider them.

When and where is the Final Approval Hearing?

The Court will hold the Final Approval Hearing at [time] on [Month] [Day], [Year] at xxxx. The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this Notice. Please check [www.\[xxx\].com](http://www.[xxx].com) for any updates about the Settlement generally or the Final Approval Hearing specifically. If the date or time of the Final Approval Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

If the Court approves the Settlement and enters a Final Approval Order and Judgment, the Final Approval Order and Judgment will be posted to the Settlement Website, [www.\[xxx\].com](http://www.[xxx].com).

May I speak at the hearing?

At the hearing the Court will be available to hear objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to. As described above, you may speak at the Final Approval Hearing **only if** you have timely submitted a written objection to the Claims Administrator in which you specifically state that you intend to appear and speak at the Final Approval Hearing. If you have requested exclusion from the Settlement you may not speak at the Final Approval Hearing because the Settlement no longer affects you.

GETTING MORE INFORMATION & UPDATING INFORMATION

How do I get more information?

Complete details, including the Settlement Agreement (which defines capitalized terms used in this notice and provides a summary of what has happened in the Action), the Court’s preliminary approval order, and the operative complaint filed in the Action, is available at www.settlementwebsite.com or by clicking here [hyperlink to “Court Documents” page of Settlement Website].

Alternatively, you may contact the Settlement Administrator at: *Meeks v. The Sherwin-William Company*, Settlement, c/o [redacted].

The above description of the Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file for the Action, you should visit or call the Clerk’s office at the Superior Court of the State of California for the County of Merced, 627 W 21st Street, Merced, CA 95340. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

You may also contact Class Counsel by calling (310) 277-9945.

What if my address or other information changes after I submit a Claim Form?

If, after you submit a Claim Form, you change your postal or email address, it is your responsibility to inform the Settlement Administrator of your updated information. You may do so either by mail or email at the addresses below:

Meeks v. The Sherwin-Williams Company Settlement
c/o [redacted]
[redacted]
[redacted]
[email@settlementname.com]

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO SHERWIN-WILLIAMS, THE CLERK OF THE COURT, OR THE JUDGE.

Dated: [Month] [Day], [Year]

By: Order of the Superior Court of the State of California for the County of Merced
HONORABLE xxxx
JUDGE OF THE SUPERIOR COURT

EXHIBIT 4

CLAIM FORM

Meeks v. The Sherwin-Williams Company

Superior Court of the State of California for the County of Merced

Case No.: [REDACTED]

Questions about completing the Claim Form? Contact [settlementadministrator@website.com] or call [settlement administrator's phone number]

This claim form is for non-commercial purchasers of products from a California Sherwin-Williams store, or who purchased products online while in California, between September 20, 2021 and January 31, 2022 and were charged a 4% supply-chain surcharge. Persons purchasing on a commercial account are not included in the settlement class.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MAY BE ENTITLED TO A PAYMENT UNDER THE SETTLEMENT. YOU MUST SUBMIT THIS CLAIM FORM TO RECEIVE A PAYMENT. FAILURE TO FILL OUT THIS CLAIM FORM COMPLETELY AND SUBMIT IT TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE [CLAIMS DEADLINE] SHALL RESULT IN THE REJECTION OF YOUR CLAIM.

CONTACT INFORMATION

First Name _____

Last Name _____

Address _____

City/State/Zip _____

Email _____

Phone _____

YOUR PERSONAL INFORMATION WILL ONLY BE USED IN CONNECTION WITH THIS SETTLEMENT TO PROCESS YOUR CLAIM FORM. YOUR INFORMATION WILL NOT BE USED FOR ANY OTHER PURPOSE.

CLAIM INFORMATION

I purchased one or more products at a Sherwin-Williams store in California or online while in California between September 20, 2021 and January 31, 2022, and I was charged a supply-chain surcharge on the item(s) I purchased. My purchase was not on a commercial account.

Please check the applicable box:

- I have a proof of purchase. Please upload your proof of purchase [HERE](#).
- I do not have a proof of purchase.

Note: You do not need proof of purchase to submit a claim, but providing proof of purchase may entitle you to claim the full amount of the surcharge you paid, and give your claim priority over claimants without proof of purchase.

You may also print this form and email it to settlement@settlementadministrator.com or mail it to the address below:

XXXXXXXX Settlement
P.O. Box
City, State Zip Code

If you mail your Claim Form, please remember to include your proof of purchase if you have it.

This Claim Form must be submitted online or postmarked no later than _____, **2023**.

HOW WOULD YOU LIKE TO RECEIVE YOUR PAYMENT?

If your claim is accepted as valid and the Court grants final approval, you will receive a payment. Choose the method by which you would like to receive your payment:

Select only one:

- Send a check via U.S. mail
- Send a credit to my PayPal account – Provide the e-mail address associated with your PayPal account below.
- Send a credit to my Venmo account – Provide the e-mail address, phone number, or handle associated with your Venmo account below.

E-Mail address for PayPal or e-mail address, phone number, or handle for Venmo option:

ATTESTATION

IN ORDER TO QUALIFY FOR PAYMENT, YOU MUST ATTEST TO THE FOLLOWING:

By signing below and submitting this Claim Form, I hereby declare under the penalty of perjury under the laws of the United States of America and the State of California that (1) I am the person identified above; (2) the

information provided in this Claim Form and in support of my claim is, to the best of my knowledge, true and correct; and (3) I have not submitted another claim in connection with this Settlement and know of no other person having done so on my behalf.

Dated: _____ Signature: _____

THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE CLAIMS ADMINISTRATOR BY OR BEFORE [MONTH] [DAY], [YEAR].

AFTER SUBMISSION OF FORM

Any payments will be provided to claimants only if the Court gives final approval to the settlement and, if there are any appeals, after the appeals are resolved in favor of the settlement. Please be patient. If, after you submit a Claim Form, your postal or email addresses change, it is your responsibility to inform the Settlement Administrator of your updated information at settlementadministrator@website.com.

EXHIBIT 5

PUBLICATION NOTICE

If you purchased products at a Sherwin-Williams store in California, or online from Sherwin-Williams while in California, between September 20, 2021 and January 31, 2022, you may be a Settlement Class Member in the Action and eligible to receive benefits under the Settlement.

This Notice relates to a proposed class action settlement of a lawsuit (“Action”) against The Sherwin-Williams Company (“Sherwin-Williams”) alleging it violated various laws by adding a 4% supply-chain surcharge to certain products purchased in its retail stores in California and online while in California. Sherwin-Williams disputes these allegations and denies any wrongdoing, liability, culpability, negligence, or violation of law whatsoever on its part. The parties have decided to settle the lawsuit to avoid the risks, distraction, and cost of litigation.

Am I included in the Settlement? You are included in the Settlement as a “Settlement Class Member” if you purchased products from a California Sherwin-Williams store, or purchased products online while in California, between September 20, 2021 and January 31, 2022 and were charged a 4% supply-chain surcharge. Persons who purchased on a commercial account are not included in the Settlement.

What Does the Settlement Provide? Sherwin-Williams has agreed to pay \$470,000 to settle the claims alleged in the Action. This amount will be used to make payments to Settlement Class Members who submit a valid claim form, as well as pay attorneys’ fees and costs and a services award to the named Plaintiff. Payment amounts may be reduced, if needed, to pay all valid claims. Any unclaimed amounts will be distributed to the Justice Gap Fund of the State Bar of California. As part of the Settlement, Sherwin-Williams has also agreed to other non-monetary relief.

How Do I Receive a Payment? You must submit a Claim Form online at [www.\[xxx\].com](http://www.[xxx].com) or by mail no later than ____, 2023.

What are other options. You can exclude yourself from the Settlement or object to it. To exclude yourself and keep any rights you may have to sue Sherwin-Williams over the legal issues involved in this lawsuit, you must write the settlement administrator by [DATE]. If you do not exclude yourself, you may object to the proposed Settlement by submitting a written objection to the settlement administrator by [DATE]. You or your lawyer may also ask to appear and speak at the Final Approval Hearing, at your own cost.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing on [DATE] at the Superior Court of the State of California for the County of Merced, 627 W 21st Street, Merced, CA 95340. At this hearing the Court will determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class.

Want More information? Visit [www.\[xxx\].com](http://www.[xxx].com) or contact Class Counsel by calling (310) 277-9945.