

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 23CV-02082*

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 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.

These rights and options—and the deadlines to exercise them—are explained in more detail below.

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: October 24, 2023
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: October 24, 2023
OBJECT	Write to the Settlement Administrator about why you object or do not like the Settlement and think it shouldn’t be approved.	Deadline: October 24, 2023

<p>GO TO THE “FINAL APPROVAL HEARING”</p>	<p>The Court will hold a “Final Approval Hearing” on November 22, 2023 at 8:15 a.m. 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 Settlement Administrator.</p>	<p>Hearing Date: November 22, 2023</p>
<p>DO NOTHING</p>	<p>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.</p>	<p>No deadline</p>

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 received Notice?

You received an email or postcard 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 are 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 info@CaliforniaSupplyChainSurchargeSettlement.com or calling the Settlement Administrator at 866-725-0090 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 (between September 20, 2021 and 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 stopped 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 **October 24, 2023**. You may also print and mail your completed Claim Form to the address below:

Meeks v. The Sherwin-Williams Company
Settlement Administrator
P.O. Box 301132
Los Angeles, CA 90030-1132

If you elect to mail your Claim Form, your Claim Form must be postmarked by or before **October 24, 2023** 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 **October 24, 2023**, 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, P.C. (“Class Counsel”) to represent the interests of all Settlement Class Members. Class Counsel’s contact information is as follows.

Anthony J. Orshansky, Esq.
anthony@counselonegroup.com
Justin Kachadoorian, Esq.
justin@counselonegroup.com
Alexandria R. Kachadoorian, Esq.
alexandria@counselonegroup.com
CounselOne, P.C.
9301 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 between September 20, 2021 and 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 by or before **October 24, 2023**.

Meeks v. The Sherwin-Williams Company
Settlement Administrator
P.O. Box 301132
Los Angeles, CA 90030-1132

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.

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 Settlement Administrator postmarked no later than **October 24, 2023**.

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 **October 24, 2023** 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 indicating 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 cannot object if you 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 Final Approval Hearing is scheduled to take place at the California Superior Court for the County of Merced, Courtroom 8, located at 627 W. 21st Street, Merced, CA 95340, Courtroom, at 8:15 a.m. on November 22, 2023. The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this Notice. Please check www.CaliforniaSupplyChainSurchargeSettlement.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.CaliforniaSupplyChainSurchargeSettlement.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 Settlement 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, are available at www.CaliforniaSupplyChainSurchargeSettlement.com or by clicking [HERE](#).

Alternatively, you may contact the Settlement Administrator at:

Meeks v. The Sherwin-Williams Company
Settlement Administrator
P.O. Box 301132
Los Angeles, CA 90030-1132
866-725-0990

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 Administrator
P.O. Box 301132
Los Angeles, CA 90030-1132
Info@CaliforniaSupplyChainSurchargeSettlement.com

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

By: Order of the Superior Court of the State of
California for the County of Merced

HONORABLE Brian McCabe
JUDGE OF THE SUPERIOR COURT