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Attorneys for Plaintiff MARCHE MEEKS, on behalf of  
himself and others similarly situated

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.

FILED  
2024 FEB -5 PM 1:22  
CLERK OF THE SUPERIOR COURT  
BY [Signature]  
DEPUTY

Case No. 23CV-02082  
[Assigned for all purposes to Honorable Brian  
McCabe]  
  
**[REDACTED] FINAL ORDER AND  
JUDGMENT GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT**  
  
*[Filed concurrently with Motion for Final  
Approval, Memorandum of Points and  
Authorities, and Declarations of Justin  
Kachadoorian, Omar Silva, and Marche  
Meeks]*  
  
Hearing  
Date: November 22, 2023  
Time: 8:15 a.m.  
Place: 8

1 WHEREAS, this matter came on for hearing on November 22, 2023, at 8:15 a.m. before  
2 the Honorable Brian McCabe, in Department 8, of the above-captioned court, located at Old  
3 Merced Courthouse, 627 W 21st Street, Merced, CA 95340, upon the application of the parties for  
4 approval of the settlement set forth in the Settlement Agreement (“Settlement Agreement,”  
5 “Settlement,” or “Agreement”). Due and adequate notice having been given to the members of  
6 the Settlement Class, the Court having considered all papers filed and proceedings in this case, and  
7 good cause appearing,

8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that:

- 9 1. All defined terms contained herein have the same meaning as set forth in the  
10 Agreement.
- 11 2. This Court has jurisdiction over the claims of Settlement Class Members asserted  
12 in this proceeding and over all Parties to the Action.
- 13 3. The Court finds that this action is properly maintained as a class action, for  
14 settlement purposes only, pursuant to California Code of Civil Procedure section 382 and  
15 California Rule of Court, Rule 3.769.
- 16 4. The Settlement Class is defined as follows:  
17 All persons who purchased products from a California Sherwin-  
18 Williams store, or who purchased products online while in  
19 California, between September 20, 2021 and January 31, 2022 and  
20 were charged a 4% supply-chain surcharge; persons purchasing on  
21 a commercial account shall be excluded from the class.
- 22 5. CounselOne, P.C. is appointed Class Counsel.
- 23 6. The named plaintiff, Marche Meeks, is appointed as Class Representative.
- 24 7. The Court approves KCC LLC as the Settlement Administrator.
- 25 8. The Court finds that the Class Notice provided for in the Agreement and sent to  
26 Settlement Class Members by the Settlement Administrator as set forth in the Interim Declaration  
27 of Omar Silva Regarding Notice Procedures filed on October 26, 2023, was the best notice  
28 practicable under the circumstances. The Class Notice provided adequate notice of the  
proceedings and of the matters set forth therein, including the terms of Agreement, to all persons  
entitled to such notice, and fully satisfied the requirements of the law and the requirements of due

1 process. No Settlement Class Members have objected to the Settlement and no Class Members  
2 have opted out of the Settlement Class.

3 9. The Court finds that the Agreement, including the exhibits thereto, and the  
4 Settlement set forth therein, is fair, reasonable, and adequate to the Settlement Class Members, is  
5 in the best interest of the Settlement Class, has been entered into in good faith, and should be and  
6 hereby is fully and finally approved. The Settlement represents a fair resolution of all claims  
7 asserted on behalf of Plaintiff and the Settlement Class, and fully and finally resolves all such  
8 claims.

9 10. The Court hereby approves the Settlement set forth in the Settlement Agreement  
10 and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the  
11 Parties and Settlement Administrator to effectuate the Agreement according to its terms. The  
12 Court finds that the Settlement has been reached as result of intensive, serious, and non-collusive  
13 arm's-length negotiations. The Court finds that the Parties have conducted extensive investigation  
14 and research and that counsel for the Parties were reasonably able to evaluate their respective  
15 positions. The Court also finds that settlement at this time will avoid additional substantial costs,  
16 as well as avoid the delay and risks that would be presented by the further prosecution of this  
17 action. The Court notes the significant benefit made available to Settlement Class Members under  
18 the Settlement.

19 11. Plaintiff and each Settlement Class Member shall be deemed to have released and  
20 forever discharged Released Parties from all Released Claims, as fully set forth in Paragraph 43 of  
21 the Agreement:

22 Plaintiff and Settlement Class Members who do not submit a valid and timely  
23 optout, on behalf of themselves and their agents, heirs, executors, administrators,  
24 successors, assigns, insurers, attorneys, and representatives (the "Releasing  
25 Parties") shall release and forever discharge Defendant, its subsidiaries, affiliates,  
26 predecessors, successors, assigns and present and former officers, directors,  
27 shareholders, employees, agents, attorneys, and representatives (the "Released  
28 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

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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”).

12. The requested award of attorneys’ fees to Class Counsel in the amount of \$200,000 and requested award of costs in the amount of \$\$12,023.93 are approved as fair, adequate, and reasonable.

13. The service award in the amount of \$7,500 to the Class Representative is approved as fair and reasonable compensation for the Class Representative’s efforts in initiating this Action, the time and effort involved, the benefits conferred on the Settlement Class, and the risks assumed by him.

15. Consistent with the terms of the Agreement, within fourteen (14) calendar days of the Effective Date, Defendant shall wire into the Settlement Fund established by the Settlement Administrator the Gross Settlement Amount of Four Hundred Seventy Thousand Dollars and Zero Cents (\$470,000.00). The Settlement Administrator shall cause Individual Settlement Payments, *Cy Pres* Distribution (if any), Class Representative Service Award, and Class Counsel fees and expenses to be made within thirty (30) calendar days of receipt of these funds.

**JUDGMENT**

1. Judgment is hereby entered pursuant to California Rules of Court, Rule 3.769(h). Without affecting the finality of this Order and further pursuant to Rule 3.769(h), the Court retains exclusive and continuing jurisdiction over the litigation for purposes of supervising, implementing, interpreting, and enforcing this Order and the Agreement.

2. Plaintiff shall give notice of this Judgment to Settlement Class Members, pursuant to Rule 3.771 of the California Rules of Court, by posting an electronic copy of the Judgment on the Settlement Administrator’s website.

3. The Parties are ordered to comply with the terms of the Agreement to the extent they are not inconsistent with this Order and Judgment.

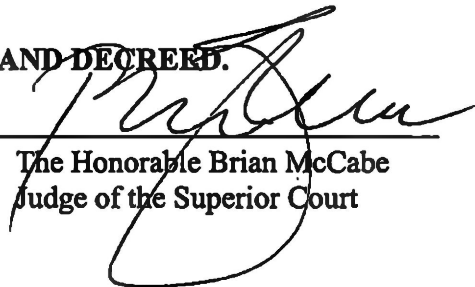
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4. The Court sets a compliance hearing for Nov 7, 2024 at 9:15 A.M. in Department 8. At least ten court days before the hearing, class counsel and the settlement administrator shall submit a summary accounting of the net settlement fund identifying distributions made as ordered herein; the number and value of any uncashed checks; amounts to be remitted to the *cy pres* beneficiary; the status of any unresolved issues; and any other matters appropriate to bring to the Court's attention. Counsel shall also submit an amended judgment as described in Code of Civil Procedure section 384, subdivision (b). Counsel may appear at the compliance hearing remotely.

**IT IS SO ORDERED, ADJUDGED, AND DECREED.**

Dated:

**FEB 0 5 2024**

  
The Honorable Brian McCabe  
Judge of the Superior Court