

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

If you are or were employed by Defendants THE SCOTTS COMPANY LLC, and/or THE SCOTTS MIRACLE-GRO COMPANY in California as a non-exempt hourly Merchandiser/Counselor at any time between December 1, 2015 up through September 30, 2021 a class action settlement may affect your rights.

A court authorized this Notice in the matter of STACY WECKIEWICZ, et al. v. THE SCOTTS COMPANY LLC, et al.

Stanislaus County Superior Court, Case No. CV-18-001292

Your legal rights may be affected by this Settlement. Please read this Notice carefully.

ATTN: <<EmployeeName>>

Plaintiff STACY WECKIEWICZ (“Plaintiff”), on behalf of herself and other similarly situated employees, brought a law suit against Defendants THE SCOTTS COMPANY LLC, and/or THE SCOTTS MIRACLE-GRO COMPANY, (collectively referred to as “Defendants”), for failure to pay overtime wages, failure to provide meal and rest periods, failure to pay minimum wages, failure to provide accurate wage statements, failure to pay all wages earned, failure to maintain required records, failure to pay earned wages upon termination, failure to indemnify for expenses, violations of Business & Professions Code section 17200, and civil penalties under the Labor Code Private Attorneys General Act, Cal. Labor Code § 2698, *et seq.* (“Action”). Defendants strongly deny any and all claims alleged in the Action and deny any and all wrongdoing and liability. The proposed Settlement is not a concession or admission by Defendants that the Action has any merit whatsoever. The Court has not ruled on the merits of Plaintiff’s claims.

The Court has preliminarily approved the Settlement in this Action and determined that there is sufficient evidence to suggest that the proposed Settlement is fair, adequate, and reasonable. If you qualify as a Settlement Class Member, you may receive money from the Settlement. A final determination will be made by the Court at a Final Approval/Settlement Fairness Hearing.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be paid your Individual Settlement Payment in exchange for releasing the Released Claims against Defendants and Released Parties (see Section 11).
EXCLUDE YOURSELF	You will not be paid your Individual Settlement Payment, and you will retain any rights to sue for the Released Claims against Defendants. You will not be able to object to the Settlement.
DISPUTE THE NUMBER OF TOTAL WORK WEEKS WORKED	If you dispute the listed number of pay periods that you worked as a non-exempt hourly employee for DEFENDANTS in California at any time between December 1, 2015 up through preliminary approval (“Class Period”), you may contact the Settlement Administrator to provide additional information and resolve the dispute. You will be paid your Individual Settlement Payment, or an adjusted amount.
OBJECT	You will tell the Court why you don’t agree with the Settlement, following the procedures described more fully below in Section 13. The Court may or may not agree with your objection. However, if the Court does not agree with your objection, you may still be paid your Individual Settlement Payment.
HOW MUCH CAN I GET?	The number of pay periods that you worked as a non-exempt employee for Defendants in California during the Class Period (“Total Pay Periods”) is <<PayPeriods>>. Your estimated Individual Settlement Payment is <<estAmount>>.

1. Why Did I Get This Notice?

You are not being sued. Plaintiff sued DEFENDANTS in a class and representative action on behalf of current and former non-exempt hourly employees of DEFENDANTS in California. Records show that you worked for DEFENDANTS in California as a non-exempt hourly Merchandiser/Counselor employee at some during the Class Period of between December 1, 2015 up through September 30, 2021.

You received this Notice because you have a right to know about the proposed Settlement and your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Settlement Administrator appointed by the Court will make all payments approved by the Court. This Notice explains the Action, the Settlement, your legal rights, what benefits are available, who is eligible to receive them, and how to receive payment.

2. What Is This Action About?

Plaintiff was a non-exempt hourly Merchandiser/counselor who worked for Defendants in California during the Class Period. On June 22, 2018, Plaintiff filed a putative class action against DEFENDANTS for various alleged wage and hour violations; including: for failure to pay overtime wages; failure to provide meal and rest periods; failure to pay minimum wages; failure to provide accurate wage statements; failure to pay all wages earned; failure to maintain required records; failure to pay earned wages upon termination; failure to indemnify for expenses; for unlawful wage deductions; and for violations of Business & Professions Code section 17200 and the Private Attorneys General Act, Cal. Labor Code § 2698, *et seq.* Thereafter, the parties reached an agreement to resolve Plaintiff's claims. The Court has preliminarily approved Plaintiff to represent the Settlement Class. However, the Court has not made any findings with respect to the merits of Plaintiff's claims.

3. Do I Need to Hire an Attorney?

You do not need to hire your own attorney. The Court has already preliminarily appointed Class Counsel (see Section 15). However, you may hire your own attorney at your own expense if you choose to do so.

4. What Is DEFENDANTS' Position?

DEFENDANTS deny any wrongdoing or liability whatsoever and deny that wages, damages, or penalties are owed, or that they acted contrary to California law. DEFENDANTS believe that they have valid defenses to Plaintiff's claims. By agreeing to settle, DEFENDANTS are not admitting liability on any of the factual or legal allegations in the Action, or that the Action can proceed as a class or representative action. DEFENDANTS have agreed to settle the Action as a compromise with Plaintiff and Class Counsel.

5. Why Is There a Settlement?

The Court did not decide in favor of Plaintiff or DEFENDANTS. After a thorough investigation into the facts of this Action, the parties agreed to the Settlement following extensive negotiation over the course of several months. The Action settled because Class Counsel and Plaintiff believe that the amount of the Settlement is fair, adequate, and reasonable in light of the strengths and weaknesses of the claims and other factors present and potential in this Action.

6. What Does the Settlement Provide?

Settlement Class Members who do not timely send a valid request for exclusion to the Settlement Administrator will receive Individual Settlement Payments from the Net Settlement Amount ("NSA"). The NSA is the portion of the Gross Settlement Amount ("GSA") available for distribution to Settlement Class Members, after deductions ordered by the Court in its final approval, as discussed below.

The GSA is \$275,000. From the GSA, Class Counsel will ask the Court to award attorneys' fees in the amount of \$91,666.66, which represents approximately one-third of the GSA, and actual litigation costs of up to \$11,000.

Class Counsel will also ask the Court to authorize an Enhancement Award to be paid to Plaintiff from the GSA in the amount of \$5,000, in order to compensate Plaintiff for the risks, time, and expense of Plaintiff's involvement in the Action. This payment is in addition to any Individual Settlement Payment that Plaintiff is otherwise entitled to as a Settlement Class Member. The Settlement Administrator will also be paid for the expense of notifying the Settlement Class Members of the Settlement, processing forms and requests for exclusions, distributing all payments, and completing all tasks related to the administration of this Settlement. Settlement Administration Costs are estimated to be less than \$12,000 and will be paid from the GSA.

7. What Can I Get From the Settlement?

Settlement Class Members (who do not request to be excluded) will be paid from the Net Settlement Amount; 33% of each Individual Settlement Payment will be designated for alleged unpaid wages, for which an IRS Form W-2 shall be issued; 33% will be designated for alleged penalties, for which an IRS Form 1099 shall be issued; and 33% will be designated for alleged interest, for which an IRS Form 1099 shall be issued, as appropriate. Individual Settlement Payments from the Net Settlement Amount are subject to any applicable tax withholdings. The amount of tax withholding from your Individual Settlement Payment may or may not be sufficient to cover your applicable tax obligations to the Internal Revenue Service. Please consult your tax adviser, as needed. Neither the named parties nor any counsel in this Action make any representations as to the tax treatment of Individual Settlement Payments provided by the Settlement.

8. How Was My Individual Payment Amount Calculated?

The Net Settlement Amount is estimated at \$146,333.33.

The Settlement Administrator calculated each Settlement Class Member's Individual Settlement Payment by: (1) calculating the Total Pay Periods Worked for each Settlement Class Member during the Class Period; and (2) dividing each respective Settlement Class Member's Total Pay Periods Worked by the Total Pay Periods Worked by Settlement Class Members during the Class Period as allocated between the time frames listed above, which resulted in a Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio is then multiplied by the NSA to determine his or her Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated deductions (e.g., payroll taxes, etc.), for each Settlement Class Member.

Settlement Class Members who submit valid and timely requests for exclusion will not be entitled to receive Individual Settlement Payments. The estimated Individual Settlement Payments allocated to those individuals will be redistributed to other Settlement Class Members, as calculated by the Settlement Administrator to reflect proportionally increases to the payments for Settlement Class Member who do not request exclusion such that the aggregate of settlement payout to Settlement Class Members equals 100% of the NSA.

9. How Can I Get Payment?

You do not need to take any action to qualify for payment. However, if you dispute the number Total Pay Periods Worked, as stated above, you may contact the Settlement Administrator with the details of your dispute, including any supporting information or documentation, no later than **July 28, 2022**. If you do nothing, you will receive your Individual Settlement Payment calculated based on the Total Pay Periods Worked as identified in this Notice and be bound by the terms of the Settlement (including the Released Claims described in Section 11).

10. When Would I Get My Payment?

The Court will hold the Final Approval/Settlement Fairness Hearing on September 22, 2022, at 8:30 a.m. in Department 24 of the California Superior Court for the County of Stanislaus, located at 801 10th Street, Modesto, California, 95354, to decide whether to grant final approval of the Settlement and enter final judgment. This hearing date is subject to continuance without further notice. If the Court grants final approval of the Settlement, your Individual Settlement Payment will be mailed after entry of Final judgment, unless there are objections, appeals, or other challenges to the Settlement, the Final Judgment or otherwise. The "Payment Date" for your Individual Settlement Payment will be 10 business days after the "Funding Date" for the settlement. The "Funding Date" is the date upon which the settlement funds are due under the settlement. Settlement checks will be void unless cashed

within 180 days of issuance. The funds from any uncashed checks will be distributed to the California Controller's Office pursuant to the California Unpaid Property Law.

11. What Rights Do I Give Up If I Participate or Do Nothing?

Unless you submit a timely and valid request for exclusion from the Settlement, you will remain a Settlement Class Member, and you will be bound by the terms of the Settlement, including releasing the Released Claims against DEFENDANTS and Released Parties. It also means that all of the Court's orders will apply to you and legally bind you.

Unless you submit a valid and timely request for exclusion, you shall be deemed to fully and finally release and discharge DEFENDANTS, and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees (current and former), officers, directors, and attorneys ("Released Parties") from any and all claims alleged in the operative complaint including all debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, action or causes of action, contingent or accrued, for, or that relate to the claims alleged in the operative complaint for the Class Period, including but not limited to all wage claims under the California Labor Code, such as those arising under the California Labor Code Sections 201, 202, 203, 218, 218.5, 218.6, 226, 226.3, 226.7, 512, 558, 1174, 1174.5, and civil penalties under the Labor Code Private Attorneys General Act, Cal. Labor Code § 2698, *et seq.*, applicable Industrial Welfare Commission Wage Order(s), Business and Professions Code § 17200, *et seq.*, and Civil Code § 3827 ("the Released Claims"). The claims released by the Settlement Class shall include, but not necessarily be limited to all claims for unpaid wages, unpaid overtime wages, unpaid double time wages, failure to pay all wages earned every pay period, failure to provide meal or rest periods, unpaid premiums for missed meal or rest periods, untimely payment of wages, inaccurate wage statements, record keeping violations, failure to pay all wages owed upon termination, unfair competition, as well as any damages, restitution, civil penalties, statutory penalties, taxes, interest or attorneys' fees resulting therefrom.

12. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request for exclusion no later than **July 28, 2022**. The written request for exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security number and/or the Employee ID number of the person requesting exclusion, (2) must be signed by the Settlement Class Member; (3) must be postmarked no later than **July 28, 2022** and returned to the Settlement Administrator at the address listed below; and (4) must describe the Settlement Class Member's intent to request exclusion, opt out, or words to that effect.

Weckiewicz v. The Scotts Company LLC Settlement Administrator
 c/o CPT Group, Inc.
 50 Corporate Park
 Irvine, CA 92606
 Phone: 1-888-431-2297

If you submit a valid and timely request for exclusion, you shall be barred from participating in the Settlement. You may not object and will not receive an Individual Settlement Payment. You will retain all rights you may have against DEFENDANTS.

13. How Do I Object to the Settlement and Appear at the Final Approval and Fairness Hearing?

To object, you may submit a valid and timely written objection to the Settlement Administrator listed in Section 12, no later than **July 28, 2022**. The written objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the last four digits of the Settlement Class Member's Social Security number and/or the Employee ID number; and (3) the basis for the objection. If you do not submit a written objection, you are still entitled to appear at the Final Approval Hearing to state your objection with the Court. If the Court rejects your objection, you will be bound by the terms of the Settlement. You do not have to attend the Final Approval Hearing, but you may do so at your own expense. If you send an Objection, you do not have to come to Court to talk about it.

14. When Is the Final Approval and Fairness Hearing?

The Court will hold a Final Approval/Settlement Fairness in Department 24 of the California Superior Court for the County of Stanislaus, located at 801 10th Street, Modesto, California, 95354, on September 22, 2022, at 8:30 a.m. to determine whether the Settlement is fair, reasonable, and adequate. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing, but you may do so at your own expense. Notice of the final judgment will be on file with the Clerk of the Court and posted on www.cptgroupcaseinfo.com/thescottscopanysettlement.

15. How Do I Get Additional Information?

This Notice provides a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the Class Action Settlement Agreement between Plaintiff and DEFENDANTS, which is on file with the Clerk of the Court. Additionally, the pleadings and other records in this Action may be examined at any time during regular business hours at the Office of the Clerk of the California Superior Court for the County of Stanislaus, located at 801 10th Street, Modesto, California, 95354. If you have any questions, you may contact the Settlement Administrator or Class Counsel.

CLASS COUNSEL	COUNSEL FOR DEFENDANT
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PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

BY ORDER OF THE COURT.