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10 Attorneys for Plaintiff
11 STACY WECKIEWICZ, individually
12 and on behalf of others similarly situated

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF STANISLAUS

15 STACY WECKIEWICZ, individually and on
16 behalf of others similarly situated,

17 Plaintiff,

18 vs.

19 THE SCOTTS COMPANY LLC, an Ohio
20 limited liability company; THE SCOTTS
21 MIRACLE-GRO COMPANY, an Ohio
22 corporation; and DOES 1-20, inclusive,

23 Defendants.

FILED

JAN 12 2022

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY *[Signature]*

Case No.: CV-18-001292

[Assigned for all purposes to the Hon.
Sonny S. Sandhu, Dept. 24]

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Filed Concurrently With Plaintiff's Notice
of Motion And Motion For Preliminary
Approval And Supporting Declaration]

Date: January 6, 2022

Time: 8:30 a.m.

Dept: 24

1 This matter came on for hearing on December January 6, 2022, in Department C24 of the
2 above-entitled court regarding Plaintiff STACY WECKIEWICZ's Motion for Preliminary
3 Approval of Class Action Settlement. Having fully reviewed and considered the moving papers,
4 and having analyzed the Class Action Settlement Agreement (the "Settlement Agreement")
5 between Plaintiff STACY WECKIEWICZ ("Plaintiff") and Defendants THE SCOTTS
6 COMPANY LLC and THE SCOTTS MIRACLE-GRO COMPANY ("Defendants"), attached as
7 Exhibit "A" to the Declaration of Ronald Makarem, **THIS COURT HEREBY MAKES THE**
8 **FOLLOWING ORDERS:**

9 1. This Court hereby preliminarily approves the proposed Settlement Agreement as
10 being fair, reasonable, and adequate.

11 2. All defined terms contained herein shall have the same meanings as those set forth
12 in the Settlement Agreement.

13 3. The Class Notice, attached as Exhibit "1" to the Settlement Agreement and this
14 order is hereby approved.

15 4. The Court find that the distribution of the Class Notice in the manner set forth
16 herein substantially meets the requirements of California law and due process, is the best notice
17 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
18 entitled thereto.

19 5. The class in this matter is further certified for proposed settlement, pursuant to
20 California Code of Civil Procedure section 382 as follows: "All current and former hourly, non-
21 exempt employees employed by Defendants in California as "Merchandisers/Counselors" during
22 the Class Period (the period from December 1, 2015 through September 30, 2021) who did not
23 submit a valid and timely request for exclusion."

24 6. For the purposes of the proposed settlement, the Court preliminary appointments
25 Ronald W. Makarem, William A. Baird, and Daniel J. Bass of Makarem & Associates, APLC
26 ("Plaintiff's Counsel or Class Counsel") as Class Counsel.

27 7. For the purposes of the proposed settlement, the Court does hereby preliminarily
28 approves Plaintiff as Class Representative.

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1 8. For the purposes of the proposed settlement, the Court does hereby preliminarily
2 approve of and appoint CPT Group, Inc., as the Parties' Settlement Administrator, and
3 preliminarily approves of the reasonable settlement administration costs requested for Class
4 Members to receive notice of settlement.

5 9. The Court finds that the section of the Settlement Agreement regarding the
6 disposition of uncashed checks complies with California Code of Civil Procedure Section 384 by
7 providing that any unclaimed settlement funds (settlement checks that expire) be distributed to the
8 California State Controller's Office and held in trust for such Settlement Class Members whose
9 checks remain uncashed pursuant to California Unpaid Property Law.

10 10. A final fairness hearing (the "Final Approval Hearing") shall be set on
11 July 19, 2022 at 8:30a.m., in Department 24 of this Court, to review the
12 notice process and objections, if any, and to determine whether the proposed settlement on the
13 terms and conditions set forth in the Settlement Agreement are fair, reasonable, and adequate, and
14 should be approved by the Court; whether the Judgment as provided in the Settlement Agreement
15 should be entered into; and to determine the amount of attorneys' fees and costs that should be
16 awarded to Class Counsel and the amount of the Class Representative Enhancement Awards that
17 should be awarded to the Representative Plaintiffs.

18 11. The Defendants are hereby ordered to provide the contact information for each class
19 member to the Settlement Administrator within fifteen (15) days of this order as directed in the
20 Settlement Agreement.

21 12. The Settlement Administrator shall supervise and administer the notice procedure
22 as follows:

23 a. The Settlement Administrator shall send the Class Notice Packet to each Class
24 Member by First-Class mail with fifteen (15) days of receipt of the Class List.

25 b. There will be a thirty (30) day period from the date the Class Notice Packets are
26 mailed during which Class Members may dispute the number of Workweeks
27 attributed to them during the Class Period, exclude themselves from or object to the
28 Settlement. For Settlement Class Members who receive re-mailed Class Notices,

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1 the Response Deadline shall mean forty-five (45) calendar days after the Settlement
2 Administrator's initial mailing of the Notice of Settlement to Class Members.

3 d. At the time the parties file their motion for final approval of the settlement, Class
4 Counsel shall provide the Court with a declaration by the Settlement
5 Administrator, specifying the due diligence it undertook with regard to the mailing
6 of the Class Notice Packet; verifying its settlement administration costs; and
7 reporting on the number of opt-outs, objections, disputed, and average Individual
8 Settlement Payment amounts.

9 13. Any Class Member who wishes to be excluded (opt-out) from the Settlement Class
10 and not participate in the proposed settlement must execute a written request for exclusion to the
11 Settlement Administrator within thirty (30) days, as set forth in the Class Notice Packet. To be
12 timely, the request for exclusion must be mailed to the Settlement Administrator, by the (30) day
13 deadline. Any Class Member who opts out of the Settlement will be ineligible to receive a
14 settlement payment, but will not be bound by the Settlement Agreement or the release of claims
15 contained therein.

16 14. Class Members who wish to object to the Settlement may do so by sending a written
17 Objection to the Settlement Administrator no later than (30) days after the date on which the Class
18 Notice Packet was mailed or remailed to Class Members. Any Class Member may submit to the
19 Settlement Administrator a written statement objecting to the Settlement that sets forth the grounds
20 for the objection. Any Class Member may appear at the Final Approval Hearing, with or without
21 prior notice, and show cause, if he or she has any, why the proposed Settlement should or should
22 not be approved as fair, reasonable, and adequate, why attorneys' fees and costs should or should
23 not be awarded to Class Counsel as requested, or why the Class Representative Enhancement
24 Payment should or should not be awarded as requested. Class Members who validly exclude
25 themselves from the Settlement may not also object to the Settlement.

26 15. The Court's preliminary approval of the Settlement Agreement is not to be deemed
27 an admission of liability or fault by Defendants, or a finding as to the validity of any claims or
28 defenses asserted in the action.

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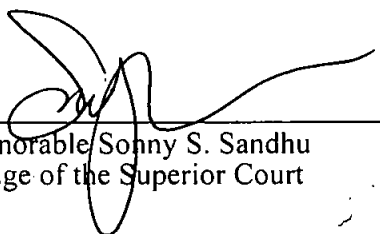
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16. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Class Members, and it will retain jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

17. The Court will set a compliance hearing for approximately sixty (60) days following final distribution of the settlement funds.

IT IS SO ORDERED.

Dated: 1/10, 2022



Honorable Sonny S. Sandhu
Judge of the Superior Court

PROOF OF SERVICE
(Code of Civil Procedure §1013A(d))

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 11601 Wilshire Boulevard, Suite 2440 Los Angeles, CA 90025. On December 10, 2021, I caused the foregoing document described as:

1. PLAINTIFF'S NOTICE OF MOTION AND UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
2. DECLARATION OF RONALD MAKAREM IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
3. [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Said document was served on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

DEBRA ELLWOOD MEPPEN, SBN 183885

dmeppen@grsm.com;

DINA GLUCKSMAN, SBN 245646

dglucksman@grsm.com;

PETER CHOI, SBN 249482

pchoi@grsm.com;

GORDON REES SCULLY MANSUKHANI

633 West Fifth Street, 52nd Floor

Los Angeles, CA 90071

Telephone: (213) 576-5000

Facsimile: (310) 860-0771

Attorneys for Defendants THE SCOTTS COMPANY LLC and THE SCOTTS MIRACLE-GRO COMPANY

 BY MAIL: I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am readily familiar with this business' practice for collection and processing of mail and that on the same day, and in the ordinary course of business, said mail is deposited in the United States Mail with postage thereon fully prepaid at Los Angeles, California. I am aware that on motion of a party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in the affidavit/proof of service.

XX VIA EMAIL: On the interested parties below designated at the email listed

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct. Executed on December 10, 2021, at Los Angeles, California.

Natalie Baker

Natalie Baker