

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Sandra Wenzel
2. Title of the proposed order:
[PROPOSED] ORDER APPROVING SETTLEMENT AGREEMENT AND ENTERING FINAL JUDGMENT
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Plaintiff's Unopposed Motion to Approve PAGA Settlement
 - b. Date and time: Jan. 29, 2025, at 1:30 p.m.
 - c. Place: Dept. 19
4. The proposed order was served on the other parties in the case.

Dan Gildor

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(SIGNATURE OF PARTY OR ATTORNEY)

1 (Counsel listed on next page)
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA
10 UNLIMITED JURISDICTION

11 SANDRA S. WENZEL, on behalf of
12 herself and other aggrieved employees,

13 Plaintiffs,

14 v.

15 ZSCALER, INC.; and DOES 1 through
16 10, inclusive,

17 Defendants.
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Case No. 23CV416842

**[PROPOSED] ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Date: January 29, 2025
Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Complaint Filed: June 2, 2022
FAC Filed: July 6, 2023
SAC Filed: December 5, 2023

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1 On January 29, 202, a hearing was held on the motion of Plaintiff Sandra S. Wenzel
2 (“Plaintiff”) and Defendant Zscaler, Inc. (“Zscaler”) (collectively, the “Parties”) for approval of a
3 settlement agreement pursuant to the Labor Code Private Attorneys General Act of 2004
4 (“PAGA”), Cal. Lab. Code § 2698 *et seq.* Dan Gildor of Valerian Law, P.C. appeared for Plaintiff,
5 and Zachary P. Hutton of Sheppard, Mullin, Richter & Hampton LLP appeared for Zscaler. The
6 Court having considered all papers filed and proceedings herein and otherwise being fully
7 informed, and having made this Judgment which constitutes a final adjudication of this matter on
8 the merits, and good cause appearing,

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

10 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
11 have the same meaning as given in the Settlement Agreement (the “Settlement”) executed between
12 the Parties on or around November 25, 2024.

13 2. The Labor Workforce and Development Agency (“LWDA”) has been given notice
14 of the Settlement. Pursuant to sections 2699(1)(2) and (1)(4) of the California Labor Code, on the
15 date the Parties filed with the Court the motion seeking approval of the Settlement, Plaintiff
16 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court
17 finds and determines that Plaintiff’s notice of the Settlement complied with the statutory
18 requirements of PAGA.

19 3. The Court confirms approval of the Settlement as to the following group of
20 individuals, collectively referred to as the “Covered Employees”:

21 (i) Final Pay Covered Employees: all employees of Defendant
22 in California who separated their employment during the PAGA Period and who were not paid
23 their final wages upon their date of separation, or in the case of an employee who quit without
24 prior notice, was not paid final wages within 72 hours of his or her resignation, other than
25 employees who already received waiting time penalties.

26 (ii) Commission Agreement Covered Employees: all employees
27 of Defendant in California who received commission or incentive plan agreements during the
28 PAGA Period.

1 4. The Court approves Plaintiff's request to dismiss the Second and Third Causes of
2 Action in the Second Amended Complaint for alleged violations of Labor Code sections 1102.5
3 and 232.5. Those claims are hereby dismissed without prejudice.

4 5. This Court has jurisdiction over the subject matter of this litigation, over all Covered
5 Employees, and over those persons and entities undertaking affirmative obligations under the
6 Settlement.

7 6. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
8 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

9 7. The Court finds that each Covered Employee in accordance with the Settlement,
10 releases the following PAGA claims against Zscaler and the other Released Parties, as defined by
11 the Settlement Agreement:

12 (a) Release by Final Pay Covered Employees: As of the date the
13 Settlement is Effective and becomes fully funded, the Final Pay Covered Employees fully release
14 and discharge Defendant and the Released Parties from any and all individual and representative
15 claims for relief under PAGA for violations of Labor Code sections 201, 202, and 203 that arise
16 out of or reasonably relate to the allegations in the Operative Complaint and PAGA Notice, of
17 whatever kind or nature, whether known or unknown, and any resulting claim for attorneys' fees
18 and costs under PAGA.

19 (b) Release by Commission Agreement Covered Employees: As of the
20 date the Settlement is Effective and becomes fully funded, the Commission Agreement Covered
21 Employees fully release and discharge Defendant and the Released Parties from any and all
22 individual and representative claims for relief under PAGA alleging violations of Labor Code
23 section 2751 that arise out of or reasonably relate to the allegations in the Operative Complaint
24 and PAGA Notice, of whatever kind or nature, whether known or unknown, and any resulting
25 claim for attorneys' fees and costs under PAGA.

26 8. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
27 methodology used to calculate and pay the Individual PAGA Payments and Individual Waiting
28 Time Penalty Payments, in accordance with the Settlement, are fair and reasonable.

1 9. The Court authorizes the Settlement Administrator to distribute the Gross
2 Settlement Amount, in accordance with the terms of the Settlement.

3 10. The Court awards to PAGA Counsel in this Action \$_____ of the Gross
4 Settlement Amount for their attorneys' fees and an additional \$_____ in costs, to be paid from
5 the Gross Settlement Amount, in accordance with the terms of the Settlement.

6 11. The Court approves the allocation and payment of \$_____ (the "PAGA
7 Penalties") as for the compromise of claims brought under PAGA, to be paid in accordance with
8 the terms of the Settlement. Under the terms of the Settlement, 75% of the PAGA Penalties will
9 be paid to the LWDA ("LWDA PAGA Payment"), and the remaining 25% of the PAGA Penalties
10 shall be distributed to the Settlement Group Members in accordance with the terms of the
11 Settlement.

12 12. Checks for the Settlement Shares sent to Settlement Group Members shall be valid
13 for 90 days after issuance. Funds remaining from any checks for Settlement Shares uncashed after
14 90 days will be disbursed to the California State Controllers' Office, Unclaimed Property Fund, in
15 the name of the Settlement Group Member.

16 13. The Court retains exclusive and continuing jurisdiction over this Action for purposes
17 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
18 as well as the Settlement.

19 14. The Settlement and this resulting Order and Judgment represent a compromise of
20 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as
21 an admission or concession by any party.

22 15. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of
23 the date of this Order.

24 16. Within 120 days of the date of this Order, the Parties are directed to file a joint status
25 report regarding the status of the distribution of settlement proceeds. Upon satisfaction that the
26 appropriate payments have been made, the Court will close this case.

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IT IS SO ORDERED AND ADJUDGED.

Dated: _____

Hon. Theodore C. Zayner
Judge of the Superior Court