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Attorneys for Plaintiff DINO DE SANCTIS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

DINO DE SANCTIS, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

HENKEL US OPERATIONS
CORPORATION, a Delaware corporation;
HENKEL OF AMERICA, INC., a Delaware
corporation; HENKEL CORPORATION, a
Delaware corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. C23-02468

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Judge: Hon. Charles S. Treat
Dept.: 12

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiff DINO DE SANCTIS (hereafter "Plaintiff") in this wage and hour class action filed against
6 HENKEL US OPERATIONS CORPORATION, HENKEL OF AMERICA, INC., and HENKEL
7 CORPORATION, (hereinafter "Defendants").

8 2. This declaration is being submitted in support of Plaintiff's motion for Preliminary
9 Approval of Class and PAGA Action Settlement.

10 **I. EXHIBITS**

11 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Joint
12 Stipulation of Class and Representative Action Settlement ("Agreement" or "Settlement Agreement").
13 Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the proposed Class Notice.

14 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
15 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
16 and Motion for Preliminary Approval of Class and PAGA Action Settlement evidencing Class
17 Counsel's compliance with California Labor Code Section 2699(l)(2).

18 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
19 administration submitted by Apex Class Action Administration, in the amount of \$8,490.00.

20 **II. INTRODUCTION**

21 6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
22 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
23 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
24 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
25 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
26 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
27 denied or of Defendants prevailing at trial. Given that there are approximately 513 Settlement Class
28

Members, the average gross recovery is approximately \$979.86 (Net Settlement Amount divided by Settlement Class Members).

7. As discussed below, the proposed Settlement satisfies all criteria for preliminary settlement approval and falls within the range of reasonableness. The average Settlement Payment to the Settlement Class meets awards in similar wage and hour class actions. Moreover, the proposed Settlement Class is appropriate for provisional certification. Accordingly, Plaintiff respectfully requests the Court grant preliminary approval of the Settlement.

III. FACTS AND PROCEDURE

A. Overview of the Litigation

8. Defendants operate a corporation that produces beauty care, laundry, and home products. Defendants operate throughout California, including in the county of Contra Costa, where Plaintiff was employed. Plaintiff worked for Defendants as a non-exempt employee and was paid on an hourly basis. In addition to his base hourly rates, Plaintiff was also entitled to, among other things, overtime pay and meal and rest periods. Throughout his employment, Plaintiff was subject to Defendants' written policies and general employment practices.

9. Generally, Plaintiff claims that Defendants, among other claims, failed to provide compliant meal and rest periods, failed to reimburse employees for all necessary business expenses, failed to pay for all hours worked, and improperly calculated the regular rate of pay for purposes of overtime, sick pay and meal period premiums. Defendants deny liability for each of Plaintiff's claims. Further, Defendants assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, facially compliant meal and rest period policies.

10. On July 24, 2023, Plaintiff filed a class action complaint in the Contra Costa County Superior Court, Case No. C23-01799. The class action alleged nine causes of action against Defendants for: (1) Unfair Competition in violation of *Bus. and Prof. Code* §§ 17200; (2) failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) failure to pay overtime wages in violation of California *Labor Code* sections 510 et seq.; (4) failure to provide required meal periods in violation of California *Labor Code* sections 226.7 and 512; (5) failure to provide required

1 rest periods in violation of California *Labor Code* sections 226.7 and 512; (6) failure to provide accurate
2 itemized wage statements in violation of California Labor Code section 226; (7) failure to provide wages
3 when due in violation of California *Labor Code* sections 201, 202 and 203; (8) failure to reimburse
4 employees for necessary business expenses in violation of California *Labor Code* section 2802; and (9)
5 failure to pay vacation wages due in violation of California *Labor Code* section 227.3. Defendant
6 removed the Class Action to the Northern District of California federal district court on September 11,
7 2023.

8 11. September 29, 2023, Plaintiff filed a PAGA Action in the Contra Costa County Superior
9 Court, Case No. C23-02468 alleging a single cause of action for violations of the Private Attorneys
10 General Act §§ 2698 *et seq* (“the PAGA Action”).

11 12. Once the Parties agreed to mediation, the Parties further agreed to informally produce
12 additional documents and data points subject to the mediation privilege, including but not limited to a
13 sampling of the Class Members’ time data and certain payroll data points. As discussed *infra*, Plaintiff’s
14 counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendants’
15 time and payroll data.

16 13. On May 20, 2024, the Parties participated in a full day mediation with highly regarded
17 wage and hour mediator Steven Rottman, Esq. With the assistance of mediator Rottman, the Parties
18 reached a settlement, which was memorialized in the form of a Memorandum of Understanding.
19 Thereafter, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of
20 the instant motion.

21 14. On September 17, 2024, Plaintiff filed a First Amended Complaint to the PAGA Action
22 adding class claims to the PAGA action for purposes of effectuating the settlement and seeking
23 approval. This is the operative complaint in this action (the “Action”).

24 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

25 15. Months before filing the class and PAGA actions, Class Counsel began its pre-filing
26 investigation into the Plaintiff’s complaints. Class Counsel’s investigation started with several lengthy
27 interviews with Plaintiff. As part of the interview process, Plaintiff produced documents related to his
28

1 employment, including wage information. At the conclusion of the interviews, Class Counsel
2 determined that Plaintiff's complaints justified further inquiry.

3 16. Defendants also produced Plaintiff's employee file, which included copies of Plaintiff's
4 hiring documents, payroll records, and written policies and agreements. Class Counsel reviewed and
5 analyzed the documents and determined the documents appeared to substantiate Plaintiff's claim that
6 Defendants failed to, among other things, provide accurate wage statements and to provide compliant
7 meal and rest periods.

8 17. Prior to mediation, Defendants produced time and payroll records for the Class Members,
9 aggregate workweek and pay period data for the Class Members, aggregate meal premiums paid to the
10 Class Members, average hourly rate for the Class Members, and copies of applicable handbooks,
11 policies, and agreements. In total, Class Counsel reviewed hundreds of pages of documents and
12 thousands of unique cells of time and payroll data.

13 18. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
14 Members' payroll and time data. BCG provides data analysis and damage modeling consulting services
15 specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed
16 and experienced experts in their fields and have provided their expertise on thousands of cases.

17 19. BCG analyzed Defendant's time and payroll data to assist in the development of various
18 damage models. Among other things, BCG determined the approximate number of shifts, workweeks,
19 pay periods, average length of shift and average number of hours worked per week and pay periods
20 during the Class Period. BCG also estimated the number of missed, late or truncated meal and rest
21 periods, the amount of paid missed meal period premiums paid during the Class Period, and the amount
22 of unpaid overtime, meal period premiums and redeemed sick pay due to the miscalculation of the
23 regular rate of pay during the Class Period.

24 20. Prior to mediation, Class Counsel created several damage models predicated on BCG's
25 analysis. Class Counsel's models calculated Defendant's potential liability exposure while accounting
26 for the uncertainties of continued litigation. These damage models informed and guided Class Counsel
27 during the mediated settlement discussions.

28 ///

1 **C. The Parties Settled with the Assistance of the Mediator**

2 21. On May 20, 2024, the Parties conducted a full day of mediation with respected PAGA
3 and class action wage and hour mediator Steven Rottman, Esq. After more than eight hours of arm's
4 length and adversarial negotiations, the mediation concluded without a settlement. The complete and
5 final terms of the Parties' settlement are now set forth in the Agreement. Class Counsel submits that the
6 Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

7 **IV. ARGUMENT**

8 **A. The Court Should Preliminarily Approve the Settlement**

9 22. The Parties participated in mediation with the highly respected mediator Steven Rottman,
10 Esq. Mediator Rottman managed the Parties' expectations and provided a useful, neutral analysis of
11 the issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL),
12 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably
13 against any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d
14 78, 85 (a "mediator's involvement in pre-certification settlement negotiations helps to ensure that the
15 proceedings were free of collusion and undue pressure.").) At all times, the Parties' negotiations were
16 at an arm's length, adversarial and non-collusive. The mediation concluded with a settlement, which
17 was subsequently memorialized in the form of a Memorandum of Understanding.

18 23. The Parties then engaged in protracted negotiations regarding the written terms of the
19 class action settlement. The Parties maintained the arm's length, non-collusive and adversarial
20 negotiations while arriving at the final terms of the Settlement. The Agreement is the final product of
21 these mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a
22 reasonable compromise of the claims at issue.

23 24. As set forth in greater detail above, Class Counsel conducted a very thorough
24 investigation into the factual and legal issues in dispute. In addition to formal and informal discovery,
25 document review, data analysis and legal research, Class Counsel also researched similar wage and
26 hour actions. Although no two cases are identical, this research provided Class Counsel with a marker
27 to inform settlement discussions and, ultimately, to measure this settlement against. The investigation
28 allowed Class Counsel to realistically assess the value of Plaintiff's claims and intelligently engage

1 defense counsel in settlement discussions that culminated in the proposed settlement now before the
2 Court.

3 25. Class Counsel only agreed to enter the Settlement following their thorough investigation
4 and evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable law, and
5 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
6 with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believe this
7 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
8 reasonable, and adequate, the Court should preliminarily approve the Settlement.

9 26. The Gross Settlement Amount is fair and reasonable considering the nature and
10 magnitude of the claims being settled and the various potential impediments to recovery. Prior to
11 mediation, Class Counsel retained BCG to develop economic damage models measuring Defendants'
12 liability exposure while accounting for the uncertainties of continued litigation. The various models
13 were informed by Class Counsel's investigation, including the analysis of all available time and payroll
14 data. Class Counsel projected Defendants' liability exposure for *class claims* (excluding PAGA
15 Penalties) at between \$3,378,550.38 and \$4,751,488.28 if successful at trial. Thus, the Gross Settlement
16 Amount represents a recovery of between an estimated 18.52% and 26.05% of Defendants' class-wide
17 exposure. The following summarizes Plaintiff's analysis of Defendants' liability exposure.

18 27. Plaintiff alleges that Defendants failed to pay its employees for all hours worked under
19 two separate theories. First, Plaintiff allege that Defendants employed a rounding practice, the net effect
20 of which favored Defendants rather than the Class Members. Specifically, Plaintiff's expert found that
21 out of 90.3% of employees who were affected by rounding, 56.8% of employees were underpaid and
22 only 33.5% of employees were overpaid due to rounding. Second, Plaintiff alleges that Defendants
23 failed to pay for all hours worked due to off-the-clock work performed by Plaintiff and the Class
24 Members in order to don personal protective equipment, which consisted of a jacket, pants, and a hard
25 hat. Plaintiff alleges that Defendants did not allow employees to bring the PPE home due to harsh
26 chemicals present on the gear, nor did Defendants allow employees to clock in before donning their
27 PPE. Defendant denied that PPE was required to be donned prior to clocking in. Plaintiff estimated
28 Defendants' exposure for this claim at 577,877.99.

1 28. Plaintiff alleges that Defendants failed to provide compliant meal and rest periods.
2 Specifically, Plaintiff asserts that Defendants employed job quotas for the Class Members, which
3 required them to finish tasks within a specified time period. As a result, Class Members would clock
4 out for 30 minutes, but work through their meal periods, and take an actual meal break much later in
5 the day, after their fifth hour of work. Plaintiff alleges that the high number of meal periods recorded
6 by the Class Members at exactly 30 minutes supports this theory. Defendants deny Plaintiff's claims,
7 and contend that Class Members were neither required nor instructed to fabricate synthetic meal
8 periods, and were, to the contrary, provided with the opportunity to take timely, compliant meal periods.

9 29. Regarding rest breaks, Plaintiff alleges that for the same reason that meal periods were
10 missed or taken late, as described above, rest breaks were also missed. Again, Defendants denied
11 liability and asserted that they maintained legally compliant rest period policies and practices
12 throughout the Class Period. Moreover, Plaintiff recognizes the evidentiary burdens in establishing
13 these claims. Establishing Plaintiff's meal and rest period claims would depend almost entirely on
14 Class Member testimony, making it a riskier claim at class certification and liability stages. Certification
15 likely would have required depositions of Class Members who provided declarations, and Defendants
16 surely would have obtained opposing declarations stating either rest breaks were taken, or rest breaks
17 were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL
18 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's evidence that
19 Defendants may have an illegal, written rest break policy is insufficient for this Court to find that
20 common issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012)
21 2012 WL 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the written policy does not
22 generate uniform practices.") Accounting for the strength of Defendants' defenses, and the arguably
23 individualized nature of the claims, Plaintiffs estimated the damages for these claims at a total of
24 between \$491,693.22 to \$655,590.96.

25 30. Plaintiff alleged Defendants failed to reimburse Class Members for all necessary business
26 expenses. Specifically, Plaintiff asserts that he and other Class Members were required to use personal
27 cell phones in order to receive and respond to work-related communications from supervisors regarding
28

1 machinery issues, chemical, and other job-related issues. Plaintiff estimated Defendants' exposure for
2 this claim to be between \$74,594.17 to \$149,188.33.

3 31. Plaintiff also alleged that Defendants miscalculated the regular rate of pay for purposes
4 of overtime, redeemed sick pay, and meal period premiums. Specifically, Plaintiff alleges that Class
5 Members received a number of non-discretionary bonuses but failed to consider these non-discretionary
6 bonuses when it calculated the overtime rate, redeemed sick pay or meal period premiums for Class
7 Members. Defendants disputed Plaintiff's allegations related to nature of the alleged non-discretionary
8 bonuses. Plaintiff's expert estimated that Defendant's exposure for this claim is approximately
9 \$239,639.00.

10 32. Plaintiff contended that Defendants' alleged violations resulted in derivative violations
11 of Labor Code section 203 and 226. Although these penalties collectively represented Defendants'
12 largest dollar amount of exposure, Class Counsel considered these penalties and weighed the potential
13 recoveries against probable defenses. Specifically, Defendants contend that Plaintiff could not prove
14 the "willful" prong needed to obtain waiting time penalties under Labor Code Section 203. Additionally,
15 Defendants contend that Plaintiff cannot show that Class Members suffered an "injury" because of wage
16 statement violations, as required by Labor Code section 226. Plaintiff would have to overcome
17 precedent to prove the Class deserved the penalties. See, e.g., *Howard v. CVS Caremark Corp.*, 2014
18 U.S. Dist. LEXIS 172406 (C.D. Cal. Dec. 9, 2014) (denying class certification for the same penalty
19 claims); *Alonzo v. Maximus, Inc.*, 832 F. Supp.2d 1122, 1134-1137 (C.D. Cal. 2011) (finding
20 insufficient evidence of bad faith or actual injury). These claims represented Plaintiff's most legally
21 precarious and uncertain claims. Taking this into account, Plaintiff estimated Defendants' exposure for
22 waiting time penalties to be between \$704,296.00 - \$1,408,592.00, and its exposure for wage statement
23 statutory penalties to be between \$1,290,450 - \$1,720,600.

24 33. Class Counsel's damage models also estimated Defendants' exposure for PAGA
25 penalties. At the time of mediation, Plaintiffs estimated Defendants' PAGA exposure to be between
26 \$87,185 and \$3,854,100.

27 34. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$40,000.00,
28 which is 4.54% of the Gross Settlement Amount. This amount falls well within the range of approved

1 PAGA Payments. Sixty-Five percent (75%) of the PAGA Payment (\$30,00.00) will be paid to the
2 LWDA (“LWDA Payment”) with the remaining thirty-five percent (25%) to be distributed to the
3 Aggrieved Employees, which is within the range of PAGA penalties approved by courts and should be
4 approved.

5 **B. Litigation Risks**

6 35. With respect to the most immediate challenge, i.e., class certification, the risks attendant
7 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
8 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed, and remanded
9 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
10 the trial court to enter judgment in favor of the employer. *See also O’Conner v. Uber Technologies,*
11 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
12 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
13 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
14 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
15 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
16 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
17 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
18 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
19 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
20 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
21 certification of driver meal and rest period claims based on the predominance of individual issues).
22 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
23 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
24 settlement.

25 36. Finally, continuing to litigate this action would require continued and extensive resources
26 coupled with significant Court time to proceed through trial and post-trial motions, which can often
27 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
28 extensive expert testimony, particularly with regard to damages. But even if Plaintiff is successful at

1 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
2 Defendants would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
3 the risk of an appeal and subsequent reversal is real.

4 37. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$880,000.00 that
5 is roughly a recovery of between 18.52% and 26.05% of Defendants' class-wide exposure. Given the
6 amount of the settlement here, as compared to potential value of the claims, offset by the various
7 inherent risks to continued litigation, the settlement is fair and reasonable.

8 **C. Proposed Notice Informs the Class About the Case and Settlement**

9 38. The Parties jointly drafted the Class Notice, which fairly and neutrally informs the Class
10 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
11 mail the proposed Class Notice to all Class Members. The Class Notice will include information
12 regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class
13 definition, the procedure, and time period within which to request exclusion from or object to the
14 Settlement, the date for the final approval hearing, the formula used to calculate settlement payments,
15 and the terms and scope of the Released Claims. Agreement at III(H)(2)(a); Ex. 1 to the Agreement.
16 This method was negotiated by the Parties to ensure delivering the most reasonable method of notice to
17 the Class Members while ensuring cost effective administration of the Settlement.

18 **D. The Court Should Preliminarily Approve the Enhancement Award**

19 39. The Settlement provides for a Service Award of \$10,000 for Plaintiff. The service award
20 is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting Class
21 Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of the
22 case and the strategies for prosecuting the claims, reviewing the proposed Settlement to ensure that its
23 terms are fair and provide adequate relief for the Settlement Class, and agreeing to provide Defendants
24 a general release of all claims arising out of his employment.

25 40. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Service
26 Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the
27 above showing is sufficient for preliminary approval of the negotiated Service Payment.

28 ///

1 **E. The Court Should Preliminary Approve the Class Counsel Award**

2 41. Class Counsel took this matter on a contingency fee basis and invested significant time
3 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
4 Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class Members.
5 Considering the positive outcome for the Class Members, and in light of the supporting authority, the
6 proposed Class Counsel award is fair and reasonable.

7 42. Plaintiff will file a formal motion for the negotiated Attorneys' Fees and Costs once
8 preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing
9 is sufficient for preliminary approval of the negotiated attorneys' fees.

10 **F. The Court Should Provisionally Certify the Settlement Class**

11 43. For Settlement, Plaintiff contends, and Defendants do not dispute, that provisional
12 certification of the Class is appropriate.

13 44. Because all Class Members are Defendants' current and former employees, the class is
14 readily ascertainable from Defendants' regular business records, i.e., payroll records.

15 45. The statutes relating to each of Plaintiff's claims apply with equal force and effect to the
16 entire Settlement Class. Factually, Defendants' policies and practices apply class-wide and Defendants'
17 liability can be determined by facts common to all members of the class. The wage and hour issues are
18 both numerous and substantial, and a class action is the most advantageous method of dealing with the
19 claims of the Settlement Class.

20 46. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because
21 they arise from the same factual basis and are based on the same legal theories applicable to the other
22 Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the
23 Settlement Class. Plaintiff alleges that they were injured by the same company-wide practices to which
24 the proposed Class Members were subject and seek the same relief. Plaintiff has already demonstrated
25 his ability to advocate for the interests of the Class by initiating this litigation, undertaking extensive
26 class discovery, and evaluating the proposed settlement to assure that it is fair.

27 47. A class action is superior to a multitude of individual lawsuits. Given the size and amount
28 of each individual claim, the Class Members likely have little incentive to litigate their claims on an

1 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each
2 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case
3 adjudication.

4 **G. Class Counsel's Experience**

5 48. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented
6 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
7 ("Firm"), in 2010. The Firm is a boutique plaintiff firm exclusively representing California employees
8 in complex wage and hour class actions and representative actions arising under the California Labor
9 Code Private Attorney General Act. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
10 (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre (Associate
11 Attorney), Andrea Amaya (Associate Attorney), Perssia Razma (Associate Attorney), Tesla Stone
12 (Paralegal), Jennifer Heming (Paralegal), Sara Christensen (Legal Assistant), Esbeidy Campos (Legal
13 Assistant) and Kaelyn Evans (Legal Assistant).

14 49. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
15 Employees. I have extensive experience with wage and hour class and representative actions litigation
16 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
17 litigation experience and complex construction product liability experience. I can, will and have
18 adequately represented the interests of the Plaintiff, the State of California and the Aggrieved
19 Employees throughout this action.

20 50. I have represented consumers and employees in California class actions, and complex
21 multi-party product liability actions exclusively for more than 15 years. I have been in practice as a
22 plaintiffs' civil litigation attorney since April 2007.

23 51. I have significant class counsel and collective action counsel experience. My credentials
24 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit 4.

25 52. Since 2010, my firm has successfully resolved hundreds of class action cases and
26 recovered in excess of \$250 million on behalf of the Firm's clients.

27 53. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
28 favorable verdict for the firm's clients.

54. Finally, I have published appellate experience in *William Blanchette et al., v. The Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521 and *Duran v. EmployBridge Holding Company, LLC*, 92 Cal.App.5th 59 (2023).

55. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.)

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of October, 2024, at San Diego, California.

JCL LAW FIRM, APC

By: _____
Jean-Claude Lapuyade
Attorneys for Plaintiff

EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Jackland K. Hom (State Bar #327243)
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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF CONTRA COSTA**

DINO DE SANCTIS, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,
v.

HENKEL US OPERATIONS
CORPORATION, a Delaware corporation;
HENKEL OF AMERICA, INC., a Delaware
corporation; HENKEL CORPORATION; a
Delaware corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No.: C23-01799

[Action Filed July 24, 2023]

**CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE OF
CLAIMS**

1 This Settlement Agreement and Release of Claims is entered into by and between Plaintiff
2 DINO DE SANCTIS (hereinafter “Plaintiff”), individually, on behalf of himself and on behalf of all
3 persons similarly situated, and Defendants HENKEL US OPERATIONS CORPORATION,
4 HENKEL OF AMERICA, INC., and HENKEL CORPORATION (hereinafter “Defendants”)
5 (together the “Parties”):

6 **I. DEFINITIONS**

- 7 A. “Class Action” shall mean the putative class action lawsuit *Dino De Sanctis v. Henkel*
8 *US Operations Corporation, et al.* that was filed in Contra Costa County Superior
9 Court with the Case No. C23-01799 and was removed to the Northern District of
10 California with the Case No. 23-cv-04641-TSH. The Class Action collectively with
11 the PAGA Action shall be referred to as the “Actions”.
- 12 B. “Agreement” or “Settlement Agreement” means this CLASS ACTION AND PAGA
13 SETTLEMENT AND RELEASE OF CLAIMS.
- 14 C. “Aggrieved Employees” means all persons who are or previously were employed by
15 defendant Henkel US Operations and/or defendant Henkel of America and/or
16 defendant Henkel Corporation in California and classified as non-exempt employees
17 at any time during the period July 24, 2022, and ending on the date the Court grants
18 preliminary approval of the class settlement.
- 19 D. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be
20 paid to Class Counsel for the actual costs they have incurred of up to \$25,000.
- 21 E. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to
22 Class Counsel for the services they have rendered to Plaintiff and the Settlement
23 Class in the Action, currently not to exceed one-third of the Gross Settlement
24 Amount (currently estimated to be \$293,333.33 out of \$880,000.00). Attorneys’ fees
25 will be divided between Class Counsel as follows: 50% to JCL Law Firm, APC, and
26 50% to Zakay Law Group, APLC.

- 1 F. "Claims Administration Expenses" shall mean the amount that the Court authorizes
2 to be paid to the Settlement Administrator for administering the Settlement pursuant
3 to this Agreement currently estimated not to exceed \$9,000.00.
- 4 G. "Class" or the "Class Members" means all persons who are or previously were
5 employed by defendant Henkel US Operations and/or defendant Henkel of America
6 and/or defendant Henkel Corporation in California and classified as non-exempt
7 employees at any time during the period beginning November 30, 2021 and ending
8 on the date the Court grants preliminary approval of the class settlement.
- 9 H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
10 Shani Zakay, Esq. of Zakay Law Group, APLC.
- 11 I. "Class Data" means information regarding Class Members that Defendants will in
12 good faith compile from their records and provide to the Settlement Administrator. It
13 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
14 Member's full name; last known address; Social Security Number; start dates and end
15 dates of employment.
- 16 J. "Class Period" means the period from November 30, 2021 to the date the Court grants
17 preliminary approval of the Settlement.
- 18 K. "Class Representative" shall mean Dino De Sanctis.
- 19 L. "Court" means the Superior Court for the State of California, County of Contra Costa.
- 20 M. "Defendants" shall mean Henkel US Operations Corporation, Henkel of America,
21 Inc., and Henkel Corporation.
- 22 N. "Effective Date" means the date upon which all of the following have occurred: (i)
23 the Superior Court dismisses the PAGA action; (ii) the Parties stipulate to remand the
24 Class Action back to state court and the Class Action is remanded; (iii) Plaintiff files
25 a first amended complaint in the Class Action to allege all facts and all causes of
26 action which are alleged in the PAGA action complaint; (iv) the Court grants final
27 approval of the settlement and; (v) the Court's judgment approving the Settlement
28 becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court's

1 judgment, the date the judgment is affirmed on appeal, the date of dismissal of such
2 appeal, or the expiration of the time to file a petition for review with any appellate
3 court that has jurisdiction; or (ii) if a petition for review is filed, the date of denial of
4 the petition or the date the Court's judgment is entered, pursuant to such petition; or
5 (iii) if no appeal is filed, the expiration date of the time for filing or noticing any
6 appeal of the Court's judgment. If a timely objection to the Settlement is filed
7 (including an objection from the LWDA), the Effective Date shall be the later of: (a)
8 the date on which the time for all appeals relating to objections to the Settlement and
9 the Final Approval Order has expired; or (b) if an appeal, review, or writ is sought,
10 the date on which the highest reviewing court renders its decision denying any petition
11 (were the immediately lower court affirmed the judgment) or affirming the judgment.
12 Provided, however, if the LWDA has commenced an investigation or issued a citation
13 prior to the Effective Date, as determined under the foregoing definition, the Effective
14 Date will be extended to the date that the LWDA concludes its investigation or
15 resolves the citation (whichever is later), or if the LWDA objects to the Settlement,
16 the date when the LWDA's objection to the Settlement is resolved and no longer
17 appealable.

18 O. "Funding Date" shall be the twenty-first (21st) calendar day after the Effective Date
19 and is the date by which Defendants have paid the entire Gross Settlement Amount
20 to the Claims Administrator in accord with the terms of this Agreement.

21 P. "Gross Settlement Amount" means Eight Hundred Eighty Thousand Dollars and Zero
22 Cents (\$880,000.00) that Defendants must pay into the QSF in connection with this
23 Settlement, inclusive of the sum of Individual Settlement Payments, Claims
24 Administration Expenses, Attorneys' Fees and Attorneys' Expenses, Service Award,
25 and the PAGA Payment and *exclusive* of the employer's share of payroll tax, if any,
26 triggered by any payment under this Settlement.
27
28

- 1 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement
2 Amount to each Settlement Class Member and excludes any amounts distributed to
3 Aggrieved Employees pursuant to PAGA.
- 4 R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
5 Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and
6 Claims Administration Expenses.
- 7 S. "Notice Packet" means the Class Notice to be provided to the Class Members by the
8 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
9 than formatting changes to facilitate printing by the Settlement Administrator).
- 10 T. "Operative Complaint" shall mean the Complaint on file in the Action.
- 11 U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
12 Labor Code § 2698 *et seq.*
- 13 V. "PAGA Action" shall mean the lawsuit *Dino De Sanctis v. Henkel US Operations*
14 *Corporation, et al.*, that was filed in Contra Costa Superior Court with the Case No.
15 C2302468. The PAGA Action collectively with the Class Action shall be referred to
16 as the "Actions."
- 17 W. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
18 that each Aggrieved Employee worked for Defendants divided by the sum total of the
19 Pay Periods that all Aggrieved Employees worked for Defendants during the PAGA
20 Period.
- 21 X. "PAGA Payment" shall mean Forty Thousand Dollars and Zero Cents (\$40,000.00)
22 to be allocated from the Gross Settlement Amount, with 25% of the payment
23 (\$10,000.00) going to the Aggrieved Employees and 75% of the payment
24 (\$30,000.00) going to the LWDA. The amount of the PAGA Payment is subject to
25 Court approval pursuant to California Labor Code section 2699(l). Any reallocation
26 of the Gross Settlement Amount to increase the PAGA Payment will not constitute
27 grounds by either party to void this Agreement, so long as the Gross Settlement
28 Amount remains the same.

- 1 Y. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
2 Employee Payment, as defined herein, means the number of pay periods of
3 employment during the PAGA Period that each Aggrieved Employee worked for
4 Defendants in California.
- 5 Z. "PAGA Period" means the period from July 24, 2022 to the date the Court grants
6 preliminary approval of the Settlement.
- 7 AA. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either
8 Plaintiff or Defendants, individually.
- 9 BB. "Payment Ratio" means the respective Workweeks for each Class Member divided
10 by the sum total of Workweeks for all Class Members.
- 11 CC. "Plaintiff" shall mean Dino De Sanctis.
- 12 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained
13 by the Settlement Administrator to fund the Gross Settlement Amount.
- 14 EE. "Released Class Claims" shall mean the release from the Class Members, on behalf
15 of themselves and their respective former and present representatives, agents,
16 attorneys, heirs, administrators, successors, and assigns, of all claims against the
17 Released Parties that were alleged, or reasonably could have been alleged, based on
18 the facts stated in the Operative Complaint including, without limitation, claims for
19 (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to
20 provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and
21 permit rest periods or pay a premium in lieu thereof; (5) failure to timely pay wages
22 including at the time of termination/end of employment; (6) failure to furnish accurate
23 itemized wage statements; (7) failure to reimburse employees for business expenses;
24 (8) unfair business practices; (9) failure to pay vacation and/or sick pay wages; and
25 (10) claims for violation of California Labor Code sections 201-204, 210, 218.5,
26 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174, 1174.5, 1194,
27 1194.2, 1197, 1197.1, 1198, 1199, and 2802-2804, California Code of Civil Procedure
28 section 1021.5, Civil Code sections 3287, 3289, and California Business and

1 Professions Code section 17200 *et seq.* (arising from violations of the labor code
2 listed above) or any applicable IWC Wage Order. Class Members do not release any
3 claims that cannot be released by law, including, without limitation, claims for vested
4 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
5 unemployment insurance, disability, social security, workers' compensation, or
6 claims based on facts occurring outside the Class Period.

7 FF. "Released PAGA Claims" shall mean the release from the Aggrieved Employees, on
8 behalf of themselves and their respective former and present representatives, agents,
9 attorneys, heirs, administrators, successors, and assigns, of all claims against the
10 Released Parties for PAGA penalties that were alleged, or reasonably could have been
11 alleged during the PAGA Period, based on the facts stated in the Operative Complaint
12 and the PAGA Notice including, without limitation, claims for PAGA Penalties
13 arising from (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3)
14 failure to provide meal periods or pay a premium in lieu thereof; (4) failure to
15 authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to timely
16 pay wages including at the time of termination/end of employment; (6) failure to
17 furnish accurate itemized wage statements; (7) failure to reimburse employees for
18 business expenses; (8) failure to pay vacation and/or sick pay wages; and (9) claims
19 for penalties under the Private Attorneys General Act for violation of California Labor
20 Code sections 201-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510,
21 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802-2804,
22 2698, *et seq.* ("PAGA") California Code of Civil Procedure section 1021.5, Civil
23 Code sections 3287, 3289,) or any applicable IWC Wage Order.

24 GG. "Released Parties" shall mean Defendants and any of their past, present, and future
25 direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well
26 as each of their past, present, and future officers, directors, employees, partners,
27 members, shareholders and agents, attorneys, insurers, reinsurers, and any individual
28 or entity which could be jointly liable with Defendants.

1 HH. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
2 Administrator first mails Notice Packets to Class Members and the last date on which
3 Class Members may submit requests for exclusion or objections to the Settlement.

4 II. "Service Award" mean an award in the amount of \$10,000.00 or in an amount that
5 the Court authorizes to be paid to the Class Representative, in addition to his
6 Individual Settlement Payment and his individual Aggrieved Employee Payment, in
7 recognition of his efforts and risks in assisting with the prosecution of the Action.

8 JJ. "Settlement" means the disposition of the Action pursuant to this Agreement.

9 KK. "Settlement Administrator" means Apex Class Action LLC, 18 Technology Drive,
10 Suite 164 Irvine, CA 92618; Tel: 1-800-355-0700. The Settlement Administrator
11 establishes, designates and maintains, as a QSF under Internal Revenue Code section
12 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross
13 Settlement Amount is deposited for the purpose of resolving the claims of Settlement
14 Class Members. The Settlement Administrator shall maintain the funds until
15 distribution in an account(s) segregated from the assets of Defendants and any person
16 related to Defendants. *All accrued interest shall be paid and distributed to the*
17 *Settlement Class Members as part of their respective Individual Settlement*
18 *Payment.*

19 LL. "Settlement Class Members" or "Settlement Class" means all Class Members who
20 have not submitted a timely and valid request for exclusion as provided in this
21 Agreement.

22 MM. "Workweeks," or "Workweek" as used herein shall, mean a period of seven (7)
23 consecutive days beginning on Sunday and ending on Saturday, in which a Class
24 Member or Aggrieved Employee was employed by Defendants in California.

25 **II. RECITALS**

26 A. On July 24, 2023, Plaintiff filed the Action, alleging claims for:

27 1. Unfair competition in violation of Cal. Bus. & Prof. Code § 17200 *et seq*;

2. Failure to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
 3. Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 *et seq*;
 4. Failure to provide required meal periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 5. Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 6. Failure to provide accurate itemized statements in violation of Cal. Lab. Code § 226;
 7. Failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203;
 8. Failure to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802; and
 9. Failure to pay vacation wages due in violation of Cal. Lab. Code § 227.3.
- B. On July 24, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.
- C. On September 11, 2023, Defendants removed the Action to the United States District Court Northern District of California, Case No. 23-cv-04641-TSH.
- D. On September 29, 2023, Plaintiff filed a lawsuit entitled *Dino De Sanctis v. Henkel US Operations Corporation, et al.*, filed in Contra Costa Superior Court, Case No. C2302468 (“PAGA Action”) alleging a single cause of action for violations of PAGA.
- E. The Class Representative believes he has meritorious claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.
- F. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class

Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

G. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendants pursuant to informal requests for information to prepare for mediation. Defendants produced for the purpose of settlement negotiations certain employment data concerning the Settlement Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and adequate, and is in the best interest of the Settlement Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding class certification, and numerous potential appellate issues.

H. On May 20, 2024, the Parties participated in mediation presided over by Steve Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding.

I. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class Members have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any

1 other claims, or as an admission by Plaintiff that Defendants' defenses in the Action
2 have merit.

3 J. The Parties believe that the Settlement is fair, reasonable and adequate. The
4 Settlement was arrived at through arm's-length negotiations, taking into account all
5 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
6 attendant to continuing the Action through trial and any appeal. Accordingly, the
7 Parties desire to settle, compromise and discharge all disputes and claims arising from
8 or relating to the Action fully, finally, and forever.

9 K. The Parties agree to certification of the Class for purposes of this Settlement only. If
10 for any reason the settlement does not become effective, Defendants reserve the right
11 to contest certification of any class for any reason and reserve all available defenses
12 to the claims in the Action.

13 L. Prior to the filing of the Preliminary Approval Motion, the Parties agree to file a Joint
14 Stipulation to Remand the Class Action to this Court. Additionally, Plaintiff agrees
15 to dismiss the PAGA Action and to file a First Amended Complaint adding a tenth
16 cause of action for violations of PAGA.

17 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

18 **III. TERMS OF AGREEMENT**

19 A. Consideration.

20 1. Payment by Defendants. The Parties agree that, in consideration for a full and
21 complete settlement of the Actions and the releases set forth in this Settlement,
22 Defendants will pay Eight Hundred Eighty Thousand Dollars and Zero Cents
23 (\$880,000.00) (the "Gross Settlement Amount"). The Gross Settlement
24 Amount is the maximum amount that will be paid by Defendants (except as
25 provided in this section III.A.5) and includes the Individual Settlement
26 Payments, the Service Award, the Attorneys' Fees and Attorneys' Expenses,
27 PAGA Payment and the Claims Administration Expenses. Defendants shall
28 separately pay the employer's share of applicable payroll taxes. The Parties

1 agree that this is a non-reversionary Settlement and that no portion of the
2 Gross Settlement Amount shall revert to Defendants.

3 2. Release by the Settlement Class Members. Upon entry of final judgment and
4 funding of the Gross Settlement Amount, in exchange for the consideration
5 set forth in this Agreement, Plaintiff and the Settlement Class Members, for
6 themselves and their estates, trusts, attorneys, heirs, successors, beneficiaries,
7 devisees, legatees, executors, administrators, trustees, conservators,
8 guardians, assigns, and representatives, will forever completely release and
9 discharge the release the Released Parties from the Released Class Claims for
10 the Class Period.

11 a) Each Settlement Class Member will be deemed to have made the
12 foregoing Release as if they had manually signed it.

13 b) The Parties intend that the releases described in this Agreement will
14 release and preclude any claim, whether by lawsuit, administrative
15 claim or action (except for administrative claims that cannot be
16 released as a matter of law), arbitration, demand, or other action of any
17 kind, by each and all of the Settlement Class Member to obtain a
18 recovery based on, and/or arising out of any and all of the Released
19 Class Claims including, without limitation, claims that were alleged,
20 or reasonably could have been alleged, based on the facts of the
21 operative complaint. The Settlement Class Members shall be notified
22 of the scope of this release in the Notice. This paragraph does not apply
23 to any Settlement Class Member who timely and validly opts out of
24 the Settlement.

25 c) The Settlement Class Members acknowledge and agree that the claims
26 for unpaid wages and unreimbursed expenses in the Action, inaccurate
27 wage statements, and untimely payment of wages in the Action, are
28 disputed and that the payments set forth herein constitute payment of

1 all sums allegedly due to them. Class Representatives, on behalf of
2 themselves and the Participating Settlement Class Members,
3 acknowledge and agree that California Labor Code Section 206.5 does
4 not apply. Section 206.5 provides in pertinent part as follows:

5 An employer shall not require the execution of any release of any
6 claim or right on account of wages due, or to become due, or made as
7 an advance on wages to be earned unless payment of those wages has
8 been made.

9 3. Release by the Aggrieved Employees. Upon entry of final judgment and
10 funding of the Gross Settlement Amount, in exchange for the consideration
11 set forth in this Agreement, the LWDA, the State of California, the Plaintiff
12 and the Aggrieved Employees, for themselves and their estates, trusts,
13 attorneys, heirs, successors, beneficiaries, devisees, legatees, executors,
14 administrators, trustees, conservators, guardians, assigns, and representatives,
15 will release the Released Parties from the Released PAGA Claims for the
16 PAGA Period. As a result of this release, the Aggrieved Employees shall be
17 precluded from bringing claims against Defendants for the Released PAGA
18 Claims.

19 a) Each Aggrieved Employee will be deemed to have made the foregoing
20 Release as if they had manually signed it.

21 b) The Parties intend that the releases described in this Agreement will
22 release and preclude any claim, whether by lawsuit, administrative
23 claim or action, arbitration, demand, or other action of any kind, by
24 each and all of the Aggrieved Employee to obtain a recovery based on,
25 and/or arising out of any and all of the Released PAGA Claims
26 including, without limitation, claims that were alleged, or reasonably
27 could have been alleged, based on the facts of the operative complaint.
28

1 The Aggrieved Employee shall be notified of the scope of this release
2 in the Notice.

- 3 4. General Release by Class Representative. As of the Funding Date, for the
4 consideration set forth in this Agreement, Class Representative, for himself
5 and his estates, trusts, attorneys, heirs, successors, beneficiaries, devisees,
6 legatees, executors, administrators, trustees, conservators, guardians, assigns,
7 and representatives, will waive, release, acquit and forever discharge the
8 Released Parties from any and all claims, known or unknown. Class
9 Representative waives all rights and benefits afforded by section 1542 of the
10 Civil Code. Section 1542 provides:

11
12 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS***
13 ***THAT THE CREDITOR OR RELEASING PARTY DOES NOT***
14 ***KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT***
15 ***THE TIME OF EXECUTING THE RELEASE AND THAT, IF***
16 ***KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY***
17 ***AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
18 ***OR RELEASED PARTY.***

19
20 Thus, notwithstanding the provisions of section 1542, and to implement a full
21 and complete release and discharge of the Released Parties, Class
22 Representative expressly acknowledges this Settlement Agreement is
23 intended to include in its effect, without limitation, all claims Class
24 Representative does not know or suspect to exist in Class Representative's
25 favor at the time of signing this Settlement Agreement, and that this
26 Settlement Agreement contemplates the extinguishment of any such claims.
27 Class Representative warrants that Class Representative has read this
28 Settlement Agreement, including this waiver of California Civil Code section

1542, and that Class Representative has consulted with or had the opportunity to consult with counsel of Class Representative's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Class Representative freely and knowingly enters into this Settlement Agreement. Class Representative further acknowledges that Class Representative later may discover facts different from or in addition to those Class Representative now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Class Representative agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Class Representative expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Class Representative relating thereto.

5. Class Size. Defendants estimate that the Settlement Class was comprised of 513 individuals who collectively worked approximately 44,000 workweeks ("Projected Workweeks") during the Class Period. One week prior to Class Representative's deadline to file his Motion for Preliminary Approval of the Settlement, Defendants shall confirm the number of Class Members and the number of Workweeks. If the number of Workweeks is more than 10% of the Projected Workweeks (48,400), then Defendants shall have the option to either (i) increase the Gross Settlement Amount by \$20 for each additional Workweek above 48,400 or (ii) have the Class Period and the PAGA Period end on the date the Workweeks exceeded 44,000.

6. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF by the Funding Date. Any interest that accrues will be added to

1 the NSA and will be distributed pro rata to the Settlement Class Members and
2 Aggrieved Employees. If no funds are distributed (*e.g.*, because final approval
3 is reversed on appeal) then Defendants are entitled to prompt return of the
4 principal and all interest accrued.

5 B. Nullification of Settlement Agreement. If a) Defendants fail to fully fund the Gross
6 Settlement Amount or b) Defendants are unable to obtain the releases set forth above
7 because, *inter alia*, the Court denies the motion for preliminary or final approval of the
8 Settlement Agreement, or if the Court's order granting approval is reversed, withdrawn
9 or modified, then:

- 10 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
11 and shall not be admissible in any judicial, administrative or arbitral
12 proceeding for any purpose or with respect to any issue, substantive or
13 procedural;
- 14 2. The conditional class certification (obtained for any purpose) shall be void *ab*
15 *initio* and of no force or effect, and shall not be admissible in any judicial,
16 administrative or arbitral proceeding for any purpose or with respect to any
17 issue, substantive or procedural; and
- 18 3. None of the Parties to this Settlement will be deemed to have waived any
19 claims, objections, defenses or arguments in the Action, including with respect
20 to the issue of class certification.
- 21 4. If the Agreement is nullified due to Defendants' failure to fully fund the Gross
22 Settlement Amount, then Defendants shall bear the sole responsibility for any
23 cost to issue or reissue any curative notice to the Settlement Class Members
24 and all Claims Administration Expenses incurred to the date of nullification.
25 If the Agreement is nullified for any other reason, both Parties shall equally
26 bear the responsibility for any cost to issue or reissue any curative notice to
27 the Settlement Class Members and all Claims Administration Expenses
28 incurred to the date of nullification.

- 1 C. Certification of the Settlement Class. The Parties stipulate to conditional class
2 certification of the Settlement Class for purposes of settlement only.
- 3 D. Tax Liability. The Parties make no representations as to the tax treatment or legal
4 effect of the payments called for, and Class Members and/or Aggrieved Employees are
5 not relying on any statement or representation by the Parties in this regard. Class
6 Members and/or Aggrieved Employees understand and agree that they will be
7 responsible for the payment of any taxes and penalties assessed on the Individual
8 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
9 Employee Payment described and will be solely responsible for any penalties or other
10 obligations resulting from their personal tax reporting of Individual Settlement
11 Payments and/or Aggrieved Employees' individual shares of the Aggrieved
12 Employees Payment.
- 13 E. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
14 the "acknowledging party" and each Party to this Agreement other than the
15 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
16 of this Agreement, and no written communication or disclosure between or among the
17 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
18 such communication or disclosure constitute or be construed or be relied upon as, tax
19 advice within the meaning of United States Treasury Department circular 230 (31 CFR
20 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
21 her or its own, independent legal and tax counsel for advice (including tax advice) in
22 connection with this Agreement, (b) has not entered into this Agreement based upon
23 the recommendation of any other Party or any attorney or advisor to any other Party,
24 and (c) is not entitled to rely upon any communication or disclosure by any attorney
25 or adviser to any other party to avoid any tax penalty that may be imposed on the
26 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
27 any limitation that protects the confidentiality of any such attorney's or adviser's tax
28 strategies (regardless of whether such limitation is legally binding) upon disclosure by

the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

F. Preliminary Approval Motion. No later than 45 days after this Settlement Agreement is fully executed, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendants with a draft of the Motion at least five (5) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

G. Settlement Administrator. The Settlement Administrator shall perform all duties related to the administration of the Settlement as described in this Agreement including, without limitation, establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA Aggrieved Employees and Class Members; printing and mailing the Notice Packets to the Class Members and Aggrieved Employees as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

1 H. Notice Procedure.

2 1. Class Data. No later than ten (10) business days after Defendant receives
3 notice of an order granting preliminary approval of this Settlement,
4 Defendants shall provide the Settlement Administrator with the Class Data for
5 purposes of preparing and mailing Notice Packets to the Class Members. The
6 Class Data will be presumed to be correct unless a particular Class Member
7 proves otherwise to the Settlement Administrator by credible written
8 evidence. All Workweek disputes will be resolved and decided by the
9 Settlement Administrator, and the Settlement Administrator's decision on all
10 Workweek disputes is final and non-appealable. The Class Data provided to
11 the Settlement Administrator will not be provided to Class Counsel, and it will
12 remain confidential; it shall be used solely to administer the Settlement, and
13 it will not be used or disclosed to anyone except as required by applicable tax
14 authorities, pursuant to Defendant's express written consent, or by order of
15 the Court.

16 2. Notice Packets.

17 a) The Notice Packet shall contain the Notice of Class Action Settlement
18 in a form substantially similar to **Exhibit A**. The Notice of Class
19 Action Settlement shall inform Class Members and Aggrieved
20 Employees that they need not do anything in order to receive their
21 payment and to keep the Settlement Administrator apprised of any
22 changes to their mailing address. The Notice of Class Action
23 Settlement shall set forth the scope of the release. Each Notice shall
24 state the number of Workweeks and PAGA Pay Periods, if any, and
25 the estimated amount of their Individual Settlement Payment and each
26 Aggrieved Employee's individual share of the Aggrieved Employee
27 Payment, if any. The Settlement Administrator shall use the Class
28 Data to determine the number of Workweeks and PAGA Pay Periods.

The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

- b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Notice Packets, which are

1 addressed to Class Members who are currently employed by Defendants, are
2 returned to the Settlement Administrator as non-delivered and no forwarding
3 address is provided, the Settlement Administrator shall notify Defendants.
4 Defendants will request that the currently employed Class Member provide a
5 corrected address and transmit to the Administrator any corrected address
6 provided by the Class Member. Class Members who received a re-mailed
7 Notice Packet shall have their Response Deadline extended fifteen (15) days
8 from the original Response Deadline.

9 5. Disputes Regarding Individual Settlement Payments. Class Members will
10 have the opportunity to dispute the Class Data by providing documentation
11 and/or an explanation regarding the dispute. If there is a dispute, the
12 Settlement Administrator will consult with the Parties to determine whether
13 an adjustment is warranted. The Settlement Administrator shall determine the
14 eligibility for, and the amounts of, any Individual Settlement Payments under
15 the terms of this Agreement. The Settlement Administrator's determination
16 of the eligibility for and amount of any Individual Settlement Payment shall
17 be binding upon the Class Member and the Parties.

18 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
19 by the Settlement Administrator concerning the administration of the
20 Settlement will be resolved by the Court under the laws of the State of
21 California. Before any such involvement of the Court, counsel for the Parties
22 will confer in good faith to resolve the disputes without the necessity of
23 involving the Court.

24 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
25 Packet shall state that Class Members who wish to exclude themselves from
26 the Settlement must submit a written request for exclusion by the Response
27 Deadline. The written request for exclusion must state that the Class Member
28 wishes to exclude himself or herself from the Settlement and (1) must contain

1 the name, address, and the last four digits of the Social Security number of the
2 person requesting exclusion; (2) must be signed by the Class Member; (3)
3 must be postmarked or fax stamped by the Response Deadline and returned to
4 the Settlement Administrator at the specified address or fax telephone number;
5 and (4) contain a typewritten or handwritten notice stating in substance: “I
6 wish to opt out of the settlement of the class action lawsuit entitled *Dino De*
7 *Sanctis v. Henkel US Operations Corporation, et al.*, current pending in
8 Contra Costa County Superior Court, Case No. C23-01799. I understand that
9 by requesting to be excluded from the settlement, I will receive no money
10 from the Settlement described in this Notice.” The request for exclusion will
11 not be valid if it is not timely submitted, if it is not signed by the Class
12 Member, or if it does not contain the name and address and last four digits of
13 the Social Security number of the Class Member. The date of the postmark
14 on the mailing envelope or fax stamp on the request for exclusion shall be the
15 exclusive means used to determine whether the request for exclusion was
16 timely submitted. Any Class Member who requests to be excluded from the
17 Settlement Class will not be entitled to an Individual Settlement Payment and
18 will not be otherwise bound by the terms of the Settlement or have any right
19 to object, appeal or comment thereon. However, any Class Member that
20 submits a timely request for exclusion that is also a member of the Aggrieved
21 Employees will still receive his/her pro rata share of the PAGA Settlement, as
22 specified below, and in consideration, will be bound by the Release by the
23 Aggrieved Employees as set forth herein. Settlement Class Members who fail
24 to submit a valid and timely written request for exclusion on or before the
25 Response Deadline shall be bound by all terms of the Settlement and any final
26 judgment entered in this Action if the Settlement is approved by the Court.
27 No later than fourteen (14) calendar days after the Response Deadline, the
28 Settlement Administrator shall provide counsel for the Parties with a final list

1 of the Class Members who have timely submitted written requests for
2 exclusion. At no time shall any of the Parties or their counsel seek to solicit
3 or otherwise encourage members of the Class to submit requests for exclusion
4 from the Settlement.

- 5 8. Objections. The Notice of Class Action Settlement contained in the Notice
6 Packet shall state that Class Members who wish to object to the Settlement
7 may submit to the Settlement Administrator a written statement of objection
8 (“Notice of Objection”) by the Response Deadline. The postmark date of
9 mailing shall be deemed the exclusive means for determining that a Notice of
10 Objection was served timely. The Notice of Objection, if in writing, must be
11 signed by the Settlement Class Member and state: (1) the case name and
12 number; (2) the name of the Settlement Class Member; (3) the address of the
13 Settlement Class Member; (4) the last four digits of the Settlement Class
14 Member’s Social Security number; (5) the basis for the objection; and (6) if
15 the Settlement Class Member intends to appear at the Final
16 Approval/Settlement Fairness Hearing. Class Members who fail to make
17 objections in writing in the manner specified above may still make their
18 objections orally at the Final Approval/Settlement Fairness Hearing with the
19 Court’s permission. Settlement Class Members will have a right to appear at
20 the Final Approval/Settlement Fairness Hearing to have their objections heard
21 by the Court regardless of whether they submitted a written objection. At no
22 time shall any of the Parties or their counsel seek to solicit or otherwise
23 encourage Class Members to file or serve written objections to the Settlement
24 or appeal from the Order and Final Judgment. Class Members who submit a
25 written request for exclusion may not object to the Settlement. Class Members
26 may not object to the PAGA Payment. The Parties may file a response to any
27 objections at least five (5) court days before the date of the Final Approval
28 Hearing.

1. Option to Nullify. Defendants shall retain the right, in the exercise of their sole discretion, to nullify the Settlement if more than 10% of the Class Members object or request to be excluded.

I. Funding and Allocation of the Gross Settlement Amount. Defendants are required to pay the Gross Settlement Amount, plus any employer's share of payroll taxes as mandated by law, twenty-one (21) calendar days after Effective Date.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the

Aggrieved Employee's Portion of the PAGA Payment, \$10,000.00 (25% of \$40,000.00), to calculate each Aggrieved Employee's estimated share of the PAGA Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 40% penalties ("Penalty Portion") and 40% pre-judgment interest ("Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty and Interest Portions of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is the intent of the Parties that Individual

1 Settlement Payments and individual shares of the PAGA Payment provided for
2 in this Settlement Agreement are the sole payments to be made by Defendants
3 to Settlement Class Members and/or Aggrieved Employees in connection with
4 this Settlement Agreement, with the exception of Plaintiffs, and that the
5 Settlement Class Members and/or Aggrieved Employees are not entitled to any
6 new or additional compensation or benefits as a result of having received the
7 Individual Settlement Payments and/or their shares of the Aggrieved Employee
8 Payment.

9 7. Mailing. Individual Settlement Payments and PAGA Payments shall be
10 mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or
11 Aggrieved Employees' last known mailing address no later than fourteen (14)
12 calendar days after the Funding Date.

13 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
14 Employees shall remain valid and negotiable for one hundred and eighty (180)
15 days from the date of their issuance. If a Settlement Class Member and/or
16 Aggrieved Employee does not cash his or her settlement check within ninety
17 (90) days, the Settlement Administrator will send a letter to such persons,
18 advising that the check will expire after the 180th day, and invite that
19 Settlement Class Member and/or Aggrieved Employee to request reissuance
20 in the event the check was destroyed, lost or misplaced. In the event an
21 Individual Settlement Payment and/or Aggrieved Employee's individual
22 share of the PAGA Payment check has not been cashed within one hundred
23 and eighty (180) days, all funds represented by such uncashed checks, plus
24 any interest accrued thereon, shall be paid to the Interdisciplinary Center for
25 Healthy Workplaces at the University of California, Berkeley.

26 9. Service Award. In addition to the Individual Settlement Payment as a
27 Settlement Class Member and his individual share of the Aggrieved Employee
28 Payment, the Class Representative will apply to the Court for an award of not

1 more than \$10,000.00 as the Service Award. Defendants will not oppose a
2 Service Award of not more than \$10,000.00 for Class Representative. The
3 Settlement Administrator shall pay the Service Award, either in the amount
4 stated herein if approved by the Court or some other amount as approved by
5 the Court, to Class Representative from the Gross Settlement Amount no later
6 than fourteen (14) calendar days after the Funding Date. Any portion of the
7 requested Service Award that is not awarded to the Class Representative shall
8 be part of the Net Settlement Amount and shall be distributed to Settlement
9 Class Members as provided in this Agreement. The Settlement Administrator
10 shall issue an IRS Form 1099 — MISC to Class Representative for his Service
11 Award. Class Representative shall be solely and legally responsible to pay
12 any and all applicable taxes on his Service Award and shall hold harmless the
13 Released Parties from any claim or liability for taxes, penalties, or interest
14 arising as a result of the Service Awards. Approval of this Settlement shall not
15 be conditioned on Court approval of the requested amount of the Service
16 Award. If the Court reduces or does not approve the requested Service Award,
17 Class Representative shall not have the right to revoke the Settlement, and it
18 will remain binding.

- 19 10. Attorneys' Fees and Attorneys' Expenses. Defendants will not object to Class
20 Counsel filing a motion for Attorneys' Fees not to exceed one-third of the
21 Gross Settlement Amount (currently estimated to be \$293,333.33) and
22 Attorneys' Expenses supported by declaration not to exceed Twenty-Five
23 Thousand Dollars (\$25,000.00). Any awarded Attorneys' Fees and Attorneys'
24 Expenses shall be paid from the Gross Settlement Amount. Any portion of
25 the requested Attorneys' Fees and/or Attorneys' Expenses that are not
26 awarded to Class Counsel shall be added to the Net Settlement Amount and
27 shall be distributed to Settlement Class Members as provided in this
28 Agreement. The Settlement Administrator shall allocate and pay the

Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fourteen (14) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Forty Thousand Dollars (\$40,000) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$30,000.00) to the California Labor and Workforce Development Agency no later than fourteen (14) calendar days after the Funding Date. Twenty-five percent (25%) of the PAGA Payment (\$10,000.00) will be distributed to the Aggrieved Employees as described in this Agreement. For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Claims Administration Expenses. The Settlement Administrator shall be paid for the actual costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Administration Costs is \$9,000.00. The Settlement Administrator shall be paid the Claims Administration Expenses no later than fourteen (14) calendar days after the Funding Date.

J. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which

1 motion shall request final approval of the Settlement and a determination of the
2 amounts payable for the Service Award, the Attorneys' Fees and Attorneys'
3 Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiff
4 will provide Defendants with a draft of the Motion at least five (5) business days prior
5 to the filing of the Motion to give Defendants an opportunity to propose changes or
6 additions to the Motion.

7 1. Declaration by Settlement Administrator. No later than seven (7) days after
8 the Response Deadline, the Settlement Administrator shall submit a
9 declaration in support of Plaintiff's motion for final approval of this
10 Settlement detailing the number of Notice Packets mailed and re-mailed to
11 Class Members, the number of undeliverable Notice Packets, the number of
12 timely requests for exclusion, the number of objections received, the amount
13 of the average Individual Settlement Payment and highest Individual
14 Settlement Payment, the Claims Administration Expenses, and any other
15 information as the Parties mutually agree or the Court orders the Settlement
16 Administrator to provide.

17 2. Final Approval Order and Judgment. Class Counsel shall present an Order
18 Granting Final Approval of Class Action Settlement to the Court for its
19 approval, and Judgment thereon, at the time Class Counsel files the Motion
20 for Final Approval.

21 O. Cooperation. The Parties and their counsel will cooperate with each other and use
22 their best efforts to implement the Settlement.

23 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
24 except such proceedings necessary to implement and complete the Settlement, pending
25 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

26 Q. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action
27 under California Code of Civil Procedure section 664.6 to ensure the continuing
28 implementation of the provisions of this Settlement and that the time within which to

bring this Action to trial under California Code of Civil Procedure section 583.310 shall be extended from the date of signing of this Agreement by all Parties until the entry of the Final Approval Order and Judgment or if not entered, the date this Agreement shall not longer be of any force or effect. The Parties shall stipulate to remand the Action back to this Court. Plaintiff shall dismiss the PAGA Action and file a First Amended Complaint adding a tenth cause of action for violations of PAGA. Should this Agreement be nullified for any reason, Defendants reserve the right to remove the Class Action to Federal Court.

R. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendants represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

- 1 W. Counterparts. This Agreement may be executed in one or more counterparts by
2 facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be
3 accepted as an original. All executed counterparts and each of them shall be deemed
4 to be one and the same instrument provided that counsel for the Parties to this
5 Agreement shall exchange among themselves copies or originals of the signed
6 counterparts. Any executed counterpart will be admissible in evidence to prove the
7 existence and contents of this Agreement.
- 8 X. Court Filings. The Parties shall not object to any Court filings consistent with this
9 Agreement.
- 10 Y. Disputes. Any disputes between the Parties as to the remaining terms of the Settlement
11 Agreement shall be presented to the mediator Steven Rottman, Esq. for resolution.
- 12 Z. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
13 is a fair, adequate and reasonable settlement of this Action and have arrived at this
14 Settlement after extensive arms-length negotiations, taking into account all relevant
15 factors, present and potential.
- 16 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
17 respect to the interpretation, implementation and enforcement of the terms of this
18 Agreement and all orders and judgments entered in connection therewith, and the
19 Parties and their counsel submit to the jurisdiction of the Court for purposes of
20 interpreting, implementing and enforcing the settlement and all orders and judgments
21 entered in connection with this Agreement.
- 22 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
23 the Court shall first attempt to construe the provisions valid to the fullest extent
24 possible consistent with applicable precedents so as to define all provisions of this
25 Agreement valid and enforceable.
- 26 CC. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
27 intend to pursue any claims against the Released Parties, including, but not limited to,
28 any and all claims relating to or arising from Plaintiff's employment with Defendants,

1 regardless of whether Class Counsel is currently aware of any facts or legal theories
2 upon which any claims or causes of action could be brought against Released Parties,
3 including those facts or legal theories alleged in the operative complaint in this Action.
4 The Parties further acknowledge, understand and agree that this representation is
5 essential to the Agreement and that this Agreement would not have been entered into
6 were it not for this representation.

7 DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
8 certification for purposes of this settlement only.

9 EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
10 Released Claims have merit and give rise to liability on the part of Defendants.
11 Defendants claim that the Released Claims have no merit and do not give rise to
12 liability. This Agreement is a compromise of disputed claims. Nothing contained in
13 this Agreement and no documents referred to and no action taken to carry out this
14 Agreement may be construed or used as an admission by or against the Defendants or
15 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
16 than as may be specifically set forth herein, each Party shall be responsible for and
17 shall bear their own attorney's fees and costs.

18 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

19
20 DATED: 08/06/2024

Dino De Sanctis
Dino De Sanctis (Aug 6, 2024 11:10 PDT)

Dino De Sanctis

1 IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

2
3 DATED: Aug 8, 2024



Henkel US Operations Corporation, Henkel of
America, Inc. and Henkel Corporation

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7 Valeria Gladsztein

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9 Regional Head of HR NA

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11 DATED: Aug 8, 2024



Henkel US Operations Corporation, Henkel of
America, Inc. and Henkel Corporation

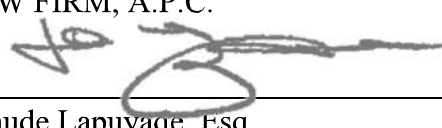
14
15 Michael L. Bott

16
17 Reg Head HR Total Rewards & Ops NA

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20 IT IS SO AGREED AS TO FORM BY COUNSEL:

21
22 DATED: 08/06/24

JCL LAW FIRM, A.P.C.

23 By: 

Jean-Claude Lapuyade, Esq.

24 Attorneys for Plaintiff and the Settlement Class
25 Members

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DATED: 08/06/24

ZAKAY LAW GROUP, APLC

By: 

Shani O. Zakay, Esq.
Attorneys for Plaintiff and the Settlement Class
Members

DATED: 08/09/2024

SEYFARTH SHAW LLP

By: 

Andrew M. McNaught, Esq.
Galen P. Sallomi, Esq.
Attorneys for Defendants

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

*(Dino De Sanctis v. Henkel US Operations Corporation, et al., Contra Costa County Superior Court Case
No. C23-01799)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Contra Costa (the “Court”) has been reached between Plaintiff Dino De Sanctis (“Plaintiff”) and Defendants Henkel US Operations Corporation, Henkel of America, Inc., and Henkel Corporation (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class.

The Class is defined as:

All non-exempt employees who are or previously were employed by Henkel US Operations Corporation and/or Henkel of America, Inc. and/or Henkel Corporation and performed work in California during the Class Period.

The “Class Period” is the period from November 30, 2021 to the date the Court grants preliminary approval of the Settlement.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On July 24, 2023, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of Contra Costa, asserting causes of action for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 et seq.); (7) Failure to Provide Wages When Due (Labor Code §§ 201, 202, 203); (8) Failure to Reimburse Employees for Required Expenses (Labor Code § 2802); and (9) Failure to Pay Vacation Wages Due (Labor Code § 227.3). In order to facilitate the settlement, on July 24, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. The operative Complaint includes an additional cause of action for Violations of the Private Attorneys General Act [Labor Code §§ 2698, et seq.]

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On May 20, 2024, the Parties participated in an all-day mediation with Steven Rottman, Esq., a mediator of wage and hour class actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Eight hundred Eighty Thousand Dollars and Zero Cents (\$880,000.00). (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Award to the Plaintiff.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$9,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys’ Fees and Expenses. Payment to Class Counsel of Attorneys’ Fees of no more than 1/3 of the Gross Settlement Amount (currently \$293,333.33) and Attorneys’ Expenses of not more than \$25,000.00

for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. Service Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$40,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$30,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$10,000.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendants during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who are or previously were employed by Henkel US Operations Corporation and/or Henkel of America, Inc. and/or Henkel Corporation and performed work in California during the PAGA Period. The PAGA Period means the period from July 24, 2022 to the date the Court grants preliminary approval of the Settlement.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each Individual Settlement Payment is allocated to interest and forty percent (40%) to penalties, and other non-wage payments, and no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including, without limitation, claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to timely pay wages including at the time of termination/end of employment; (6) failure to furnish accurate itemized wage statements; (7) failure to reimburse employees for business expenses; (8) unfair business practices; (9) failure to pay vacation and/or sick pay wages; and (10) claims for violation of California Labor Code sections 201-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802-2804, California Code of Civil Procedure section 1021.5, Civil Code sections 3287, 3289, and California Business and Professions Code section 17200 et seq. (arising from violations of the labor code listed above) or any applicable IWC Wage Order. Class Members do not release any claims that cannot be released by law, including, without limitation, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged during the PAGA Period, based on the facts stated in the Operative Complaint and the PAGA Notice including, without limitation, claims for PAGA Penalties arising from (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to timely pay wages including at the time of termination/end of employment; (6) failure to furnish accurate itemized wage statements; (7) failure to reimburse employees for business expenses; (8) failure to pay vacation and/or sick pay wages; and (9) claims for penalties under the Private Attorneys General Act for violation of California Labor Code sections 201-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802-2804, 2698, et seq. ("PAGA") California Code of Civil Procedure section 1021.5, Civil Code sections 3287, 3289,) or any applicable IWC Wage Order.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period (November 30, 2021 to the date the Court grants preliminary approval of the Settlement).

Based on this information, your estimated Settlement Share is <<____>>.

Defendants' records reflect that you have <<____>> pay periods worked during the PAGA Period (July 24, 2022 to the date the Court grants preliminary approval of the Settlement).

Based on this information, your estimated PAGA Payment Share is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.apexclassaction.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," if you are an Aggrieved Employee, you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel. (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Dino De Sanctis v. Henkel US Operations Corporation, et al.*, Contra Costa County Superior Court Case No. C23-01799. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be

rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Dino De Sanctis v. Henkel US Operations Corporation, Henkel of America, Inc., et al., Contra Costa County Superior Court Case No. C23-01799*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

Counsel for Defendants:

Andrew M. McNaught, Esq.
Galen P. Sallomi, Esq.
Seyfarth Shaw LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105
Tel: (415) 397-2823
Fax: (415) 397-8549
E-Mail: amcnaught@seyfarth.com
E-Mail: gsallomi@seyfarth.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** [REDACTED], at the Contra Costa County Superior Court, Department __, located at _____ before Judge _____. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court

will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Dino De Sanctis v. Henkel US Operations Corporation, et al.***, Contra Costa County Superior Court, Case No. C23-01799., Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o Apex Class Action, LLC.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.apexclassaction.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Interdisciplinary Center for Healthy Workplaces at the University of California, Berkeley. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

312530205v.3

EXHIBIT 2

EXHIBIT 3



Quotation Request:
 Andrew Ward
 JCL Law Firm, A.P.C.
 award@jcl-lawfirm.com
 888.498.6999

Case Name: Dino De Sanctis v. Henkel US Operations
Date: Monday, June 10, 2024
RFP Number: 16450002

Prepared By:
 Sean Hartranft
 Apex Class Action LLC
 Sean@apexclassaction.com
 949.878.3676

Settlement Specifications	
Estimated Class Size:	513
Certified Language Translation:	Optional
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	513	\$769.50
USPS First Class Postage	Per Piece	\$0.64	513	\$328.32
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	103	\$205.20
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$119.81	1	\$119.81
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	Optional
Sub Total:				\$1,767.83

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$120.00	1	\$120.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$120.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.25	513	\$641.25
USPS First Class Postage	Per Piece	\$0.64	513	\$328.32
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	51	\$102.60
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
			Sub Total:	\$3,902.17

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	3	\$360.00
			Sub Total:	\$830.00

			WILL NOT EXCEED:	\$7,790.00
			WILL NOT EXCEED INCLUDING SPANISH TRANSLATION:	\$8,490.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 4

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010
 - Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

Perssia Razma, Esq.

California Bar Number 351398
Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Andrea Amaya, Esq.
California Bar Number 348080
Associate Attorney

Biography:

Ms. Amaya is a San Diego based labor and employment attorney representing employees throughout the state of California. Ms. Amaya represents current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Amaya earned a Bachelor of Arts in Sociology from San Diego State University. Thereafter, Ms. Amaya earned her Juris Doctorate from California Western School of Law. While in law school, Ms. Amaya spent her time volunteering with various nonprofit organizations such as the Immigration Justice Project and Access, Inc.

Education:

- **California Western School of Law**
 - J.D. - 2021
- **San Diego State University**
 - B.A.
 - Honors: Dean's List
 - Honors: With Distinction

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter*

alia, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);