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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. C23-02468

[PROPOSED] JUDGMENT

Date: August 28, 2025

Time: 9:00 a.m.

Judge: Hon. Edward G. Weil

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement and Class Notice, fully executed on August 9, 2024, (the "Agreement") and Motion for
3 Class Counsel Attorneys' Fees and Attorneys' Expenses Payment and Class Representative Service
4 Award duly came on for hearing on August 28, 2025, before the above-entitled Court. The parties
5 having settled this action and the Court having entered an Order Granting Motion for Final Approval
6 of Class Action and PAGA Settlement and good cause appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as all non-exempt employees who are or previously were employed by Henkel
10 US Operations Corporation and/or Henkel of America, Inc. and/or Henkel Corporation and
11 performed work in California during the period beginning November 30, 2021, and ending on March
12 27, 2025. ("Class Period").

13 2. The "Settlement Class" is defined as persons who meet the foregoing definition,
14 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
15 are 609 Class Members who worked for Defendants during the Class Period. There is one opt-out
16 and zero objections to the Settlement.

17 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
19 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
20 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
21 of Class Action and PAGA Settlement, and in this Final Judgment.

22 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
23 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
24 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
25 benefits.

26 5. Upon entry of final judgment and funding of the Gross Settlement Amount, each
27 member of the Settlement Class releases the "Released Class Claims" against the Defendants and
28 all of the "Released Parties," as set forth in the Agreement.

1 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

2 a. The “Released Class Claims” means the release from the Class
3 Members, on behalf of themselves and their respective former and present representatives, agents,
4 attorneys, heirs, administrators, successors, and assigns, of all claims against the Released Parties
5 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
6 Complaint including, without limitation, claims for (1) failure to pay minimum wages; (2) failure
7 to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4)
8 failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to timely
9 pay wages including at the time of termination/ end of employment; (6) failure to furnish accurate
10 itemized wage statements; (7) failure to reimburse employees for business expenses; (8) unfair
11 business practices; (9) failure to pay vacation and/or sick pay wages; and (10) claims for violation
12 of California Labor Code sections 201-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246,
13 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802-2804,
14 California Code of Civil Procedure section 1021.5, Civil Code sections 3287, 3289, and California
15 Business and Professions Code section 17200 *et seq.* (arising from violations of the labor code
16 listed above) or any applicable IWC Wage Order. Class Members do not release any claims that
17 cannot be released by law, including, without limitation, claims for vested benefits, wrongful
18 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
19 disability, social security, workers' compensation, or claims based on facts occurring outside the
20 Class Period.

21 b. The “Released Parties” means Defendants and any of their past,
22 present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates,
23 as well as each of their past, present, and future officers, directors, employees, partners, members,
24 shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could
25 be jointly liable with Defendants.

26 7. Upon entry of final judgment and funding of the Gross Settlement Amount, the
27 Plaintiff, the Labor and Workforce Development Agency (“LWDA”), the State of California, and
28 each “Aggrieved Employee” released the Released Parties from the “Released PAGA Claims” for

1 the “PAGA Period,” as set forth in the Agreement.

2 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:

3 (a) The “Aggrieved Employees” means all persons who are or previously were
4 employed by defendant Henkel US Operations and/or defendant Henkel of America and/or
5 defendant Henkel Corporation in California and classified as non-exempt employees at any time
6 during the period July 24, 2022, and March 27, 2025 (“PAGA Period”).

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

22 9. This Court hereby grants final approval and awards the following: (i) Three Hundred
23 Eighty Thousand, Eighty-One Dollars and Fourteen Cents (\$380,081.14) comprised of Attorneys’
24 Fees in the amount of Three Hundred Fifty-Six Thousand Eight Hundred Ninety-Seven Dollars and
25 Sixty-Four Cents (\$356,897.64) and reimbursement of Attorneys’ costs and expenses in the amount
26 of Twenty-Three Thousand Dollars, One Hundred Eighty-Three Dollars and Fifty Cents
27 (\$23,183.50); (ii) the Class Representative Service Award to the Class Representative in the amount
28 of: Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Dino De Sanctis; (iii) Claims

1 Administration Expenses Payment of Eight Thousand Nine Hundred and Ninety-Five Dollars and
2 Zero Cents (\$8,995.00) to Apex Class Action, LLC; (iv) Thirty Thousand Dollars and Zero Cents
3 (\$30,000.00) (75% of the PAGA Payment) to the Labor and Workforce Development Agency
4 (“LWDA PAGA Payment”); and (v) Ten Thousand Dollars and Zero Cents (\$10,000.00) (25% of
5 the PAGA Payment) to the Aggrieved Employees.

6 10. Plaintiff shall give written notice of this Judgment to all interested parties, including
7 the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or
8 order pursuant to California Labor Code section 2699(1)(3).

9 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
10 **ORDERED.**

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12 DATED: _____
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15 Hon. Edward G. Weil
16 Judge, Superior Court for the State of California,
County of Contra Costa
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