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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,

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

**DECLARATION OF JACKLAND HOM, ESQ.
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: August 28, 2025

Time: 9:00 a.m.

Judge: Hon. Edward G. Weil.

1 I, Jackland Hom, 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 at the law firm
4 of ZAKAY LAW GROUP, APLC (hereinafter "Class Counsel"), co-counsel of record for Plaintiff
5 DINO DE SANCTIS, (hereafter "Plaintiff") in this wage and hour class action filed against Defendants
6 Henkel Us Operations Corporation, Henkel of America, Inc., and Henkel Corporation (hereinafter
7 "Defendants").

8 2. This declaration is being submitted in support of Plaintiffs' Motion for Final Approval of
9 Class Action and PAGA Settlement.

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Class
11 Action and PAGA Settlement Agreement and Class Notice.

12 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed June 3, 2025,
13 Preliminary Approval Order.

14 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the October 18, 2024, proof
15 of filing the proposed Settlement with the LWDA.

16 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the August 1, 2025, proof of
17 filing this motion seeking final approval of this Settlement with the LWDA.

18 **I. INTRODUCTION**

19 7. The Agreement provides for a Gross Settlement Amount of Eight Hundred and Eighty
20 Thousand Dollars and Zero Cents (\$880,000.00). Pursuant to the Escalator Clause, this amount was
21 increased to by One Hundred and Ninety Thousand, Eight Hundred Dollars and Zero Cents
22 (\$190,800.00) to a total of One Million, Seventy-One Thousand and Nine-Hundred and Sixty Dollars
23 and Zero Cents (\$1,070,800.00) ("Gross Settlement Amount"). An objective evaluation of the proposed
24 settlement confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and
25 valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations between
26 experienced counsel that were presided over by Steve Rottman, Esq., a highly regarded mediator. After
27 deducting any Court-approved Attorneys' Fees and Attorneys' Expenses, the Class Representative
28 Service Award, Claims Administration Expenses, and the PAGA Payment, the net settlement fund shall

1 be distributed to the Settlement Class based on the number of Workweeks they worked while employed
2 by Defendants during the Class Period. The high approval by the Settlement Class evidences the clear
3 fairness and reasonableness of the Settlement.

4 8. The relief offered by the Settlement is immediate and is particularly impressive when
5 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
6 *infra*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait
7 (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain
8 litigation.

9 9. As discussed below, the proposed Settlement satisfies all criteria for final settlement
10 approval under California law and falls well within the range of reasonableness. Accordingly, the Class
11 Representative and Class Counsel respectfully request this Court grant final approval of the Agreement
12 and entry of the proposed Final Approval Order and Judgment.

13 **II. OVERVIEW OF THE LITIGATION**

14 10. Defendants operate a consumer goods company throughout California, including in the
15 county of Contra Costa, where Plaintiff worked. Plaintiff was employed by Defendants as a non-exempt
16 employee and paid on an hourly basis. At all times during his employment, Plaintiff earned an hourly
17 wage and was entitled to legally complaint meal and/or rest periods, minimum, regular, and overtime
18 wages. Throughout his employment, Plaintiff was subject to Defendants' written policies and
19 procedures.

20 11. Defendants forcefully deny liability for each of Plaintiff's claims and assert that they fully
21 complied with all applicable employment laws. Further, Defendants raised several significant defenses
22 to Plaintiff's claims, including but not limited to, the fact that Defendants maintain facially compliant
23 meal and rest period policies, issued compliant wage statements to all employees, provided
24 reimbursement for all required business expenses, and payment of all wages upon separation.

25 12. On July 24, 2023, Plaintiff filed a class action complaint in the Contra Costa County
26 Superior Court, Case No. C23-01799. The class action alleged nine causes of action against Defendants
27 for: (1) Unfair Competition in violation of *Bus. and Prof. Code* §§ 17200; (2) failure to pay minimum
28 wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) failure to pay overtime

1 wages in violation of California *Labor Code* sections 510 et seq.; (4) failure to provide required meal
2 periods in violation of California *Labor Code* sections 226.7 and 512; (5) failure to provide required
3 rest periods in violation of California *Labor Code* sections 226.7 and 512; (6) failure to provide accurate
4 itemized wage statements in violation of California Labor Code section 226; (7) failure to provide wages
5 when due in violation of California *Labor Code* sections 201, 202 and 203; (8) failure to reimburse
6 employees for necessary business expenses in violation of California *Labor Code* section 2802; and (9)
7 failure to pay vacation wages due in violation of California *Labor Code* section 227.3. Defendants
8 removed the Class Action to the Northern District of California federal district court on September 11,
9 2023.

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

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

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

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

26 **III. THE SETTLEMENT BEFORE THE COURT**

27 17. The Court preliminarily approved an initial Gross Settlement Amount of Eight Hundred
28 and Eighty Thousand Dollars and Zero Cents (\$880,000.00) based on Defendant’s initial estimate that

1 the Settlement Class would be comprised of 513 individuals who would have worked a total of 44,000
2 workweeks during the Class Period. After the Court granted preliminary approval, Defendants
3 confirmed the actual number of Class Members and Workweeks and determined the total number of
4 Workweeks actually worked by the Settlement Class was 57,940 and that there were actually 609 Class
5 Members during the Class Period. Per the Agreement, Defendants elected to increase the Gross
6 Settlement Amount by twenty dollars (\$20.00) for each additional Workweek above 48,400, increasing
7 the Gross Settlement Amount by One Hundred and Ninety Thousand, Eight Hundred Dollars and Zero
8 Cents (\$190,800.00), and resulting in a total Gross Settlement Amount of One Million, Seventy
9 Thousand and Eight-Hundred Dollars and Zero Cents (\$1,070,800.00).

10 18. The Gross Settlement Amount shall be used: (1) to satisfy Individual Settlement
11 Payments; (2) to satisfy the Class Representative Service Award; (3) to satisfy the Attorneys' Fees and
12 Attorneys' Expenses Payments; (4) to satisfy the PAGA Payment; and (5) to satisfy the Claims
13 Administration Expenses incurred in this action.

14 19. Defendants will fund the Settlement by transferring the Gross Settlement Amount into a
15 Qualified Settlement Fund within twenty-one (21) calendar days after the Effective Date. Agreement,
16 § I(O). The Settlement Administrator shall mail the Individual Settlement Payments and Aggrieved
17 Employee Payments to the Settlement Class Members and/or Aggrieved Employees no later than
18 fourteen (14) calendar days after the Funding Date. Agreement, § III(I)(7). The Settlement
19 Administrator will calculate Individual Settlement Payments by dividing the Net Settlement Amount
20 by the total number of Workweeks worked by all Settlement Class Members during the Class Period
21 and multiplying the result by each Settlement Class Member's Workweeks. Agreement, § III(I)(1). The
22 estimated average Individual Settlement Payment is approximately **\$1,036.03**.

23 20. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
24 the class and should be granted final approval. This is evidenced by the almost unanimous approval of
25 the Settlement by the Settlement Class, the absence of any objections to the Settlement and the average
26 Individual Class Payment of **\$1,036.03**.

27
28 ///

1 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

2 **A. Class Counsel Conducted a Thorough Investigation**

3 21. As detailed in the motion for preliminary approval, Class Counsel thoroughly
4 investigated the proposed Class Members' claims, applicable law, and potential defenses. Specifically,
5 Class Counsel assessed the value of the class claims using data and documents provided by Defendants
6 through informal discovery. Class Counsel obtained time, payroll, and policy records, as well as data
7 regarding the number of Class Members, workweeks, and average rate of pay to assess damages before
8 mediation. Class Counsel retained Berger Consulting Group ("BCG") to analyze Defendants' time and
9 payroll data to formulate damage models estimating Defendants' liability exposure. Class Counsel's
10 investigation, research, experience, and damage models informed and guided the mediated negotiations
11 that resulted in this settlement. Accordingly, Plaintiff's Counsel fully understood the strengths and
12 weaknesses of the class claims before the parties reached a settlement.

13 **B. The Parties Settled at Mediation**

14 22. On May 20, 2024, the Parties conducted a full day of mediation with respected PAGA
15 and class action wage and hour mediator Steven Rottman, Esq. Mediator Rottman helped to manage
16 the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides.
17 The Parties made substantial progress with the mediator's assistance. Namely, the Parties exchanged
18 information regarding their respective claims and defenses, including their respective evaluations of the
19 damages. After a day of arm's length and adversarial negotiations, the mediation concluded with a
20 settlement. The complete and final terms of the Parties' settlement are now set forth in the Agreement.
21 No action would likely have been taken by Class Members individually, and no compensation would
22 have been recovered for them, but for Plaintiff's service on behalf of the Class.

23 **C. Class Counsel is Experienced in Similar Litigation**

24 23. Class Counsel in this matter has extensive class action experience in multiple fields and
25 has represented tens-of-thousands of persons in class actions. Counsel has previously litigated similar
26 wage and hour class actions involving similar claims. Class Counsel has been approved as class counsel
27 in similar wage and hour class actions throughout the State of California. As such, courts throughout
28 California have deemed Class Counsel experienced and knowledgeable in this area of law. Class

Counsel has participated in every aspect of the settlement discussions and has concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class.

D. The Settlement Class Responded Positively to the Settlement

24. The reaction of the Settlement Class unequivocally supports approval of the Settlement. Significantly, after dissemination of the notice to the Settlement Class, which provided each class member with the terms of the Settlement, including the specific estimated Individual Settlement Payments, only one of the 609 members of the Class opted-out of the Settlement. Moreover, there are zero objections. Stated differently, 99.83% of the Class have chosen to participate in the Settlement.

E. The Gross Settlement Amount is Fair and Reasonable

25. Here, the Settlement is clearly within the “ballpark” of reasonableness because the Settlement provides a sizeable recovery to the Settlement Class and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of One Million, Seventy Thousand and Eight Hundred Dollars and Zero Cents (\$1,070,800.00) represents a discount on Defendants’ potential exposure if Plaintiffs established liability on all claims and was awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendants presented a risk that could award significantly less in damages than Plaintiff’s estimate and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

26. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed an economic damages model measuring Defendants’ liability exposure while accounting for the uncertainties of continued litigation. The economic damage model was informed by Class Counsel’s investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected Defendants’ liability exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement Amount represents approximately a recovery between 18.52%

1 and 26.05% of Defendants' class-wide damages (excluding PAGA penalties), as estimated by Class
2 Counsel at the time of mediation.

3 27. Clearly the goal of this litigation to obtain redress for the class has been met by this
4 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
5 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
6 approval.

7 **F. The Strength of Plaintiff's Case and Risks of Continued Litigation**

8 28. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to
9 ignore the asserted defenses. If successful on any one of its defenses, Defendants could defend the
10 action or, at least, drastically undercut Plaintiff's claims.

11 29. With respect to the most immediate challenge, i.e., class certification, the risks attendant
12 to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab Ltd.* (2009)
13 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court's denial of class
14 certification because employees' declarations attesting to having taken meal and rest breaks
15 demonstrated that individualized inquiries were required to show harm. *See also Campbell v. Best Buy*
16 *Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification
17 of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed*
18 *Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest
19 period claims based on the predominance of individual issues).

20 30. The fast-changing landscape of wage and hour litigation can also drastically affect the
21 value of Plaintiff's claims and, in fact, already has.

22 31. Further, even if a class is certified, liability remains uncertain. The risks attendant to the
23 issue of Defendants' liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank*
24 *National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs
25 in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077,
26 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
27 individualized questions of fact not susceptible to class treatment.").

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1 32. Finally, even if a class is certified and Defendants are found liable for the class claims
2 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff and
3 decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart*
4 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded
5 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
6 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
7 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

8 33. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O’Conner v. Uber*
9 *Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59
10 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt
11 that if Defendants faced a large adverse judgement, Defendants undoubtedly have the resources to post
12 a bond and appeal. A post-judgment appeal by Defendants would have required many more years to
13 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
14 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
15 an uncertain result three or more years in the future.

16 34. Collectively, the examples cited above illustrate the uncertain nature of class litigation.
17 Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk
18 factor favoring settlement.

19 35. The Class Representative and Class Counsel recognize the expense and length of a trial
20 against Defendants through possible appeals which could take another three years. In arriving at their
21 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the
22 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful
23 of and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in
24 the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
25 mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an
26 ultimate victory. Class Representative and Class Counsel believe that the Settlement confers substantial
27 monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative
28

1 and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest
2 of the Class, is fair, reasonable, and adequate, and should be granted final approval.

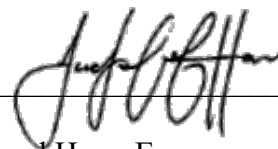
3 **IV. THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF 2004 ARE**
4 **REASONABLE**

5 36. Here, Plaintiffs and Defendants negotiated a good faith PAGA Payment in the amount of
6 \$40,000.00 which is 4% of the Gross Settlement Amount. As illustrated above, this amount falls well
7 within the range of approved PAGA Settlements. Seventy-five percent (75%) of the PAGA Payment
8 (\$30,000.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent
9 (25%) of the PAGA Payment (\$10,000.00) to be distributed to the Aggrieved Employees, which is
10 within the range of PAGA Payments approved by courts and should be approved.

11 37. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing
12 a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval
13 with the LWDA.

14
15 I declare under the penalty of perjury under the laws of the State of California that the foregoing
16 is true and correct. Executed this 1st day of August 2025, at San Diego, California.

17
18 **ZAKAY LAW GROUP, APLC**

19
20 By:  _____

21 Jackland Hom, Esq.
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EXHIBIT 1

ZAKAY LAW GROUP, APLC

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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

1 Aggrieved Employee's Portion of the PAGA Payment, \$10,000.00 (25% of
2 \$40,000.00), to calculate each Aggrieved Employee's estimated share of the
3 PAGA Payment.

4 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
5 Settlement Payments shall be allocated and treated as 20% wages ("Wage
6 Portion") and 40% penalties ("Penalty Portion") and 40% pre-judgment
7 interest ("Interest Portion"). The Wage Portion of the Individual Settlement
8 Payments shall be reported on IRS Form W-2 and the Penalty and Interest
9 Portions of the Individual Settlement Payments shall be reported on IRS Form
10 1099 issued by the Settlement Agreement.

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

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

25 6. All monies received by Settlement Class Members under the Settlement which
26 are attributable to wages shall constitute income to such Settlement Class
27 Members solely in the year in which such monies actually are received by the
28 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

6 Valeria Gladsztein

8 Regional Head of HR NA

10
11 DATED: Aug 8, 2024



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

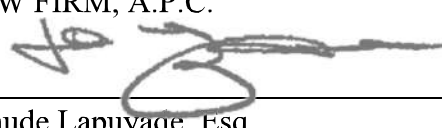
14 Michael L. Bott

16 Reg Head HR Total Rewards & Ops NA

19
20 IT IS SO AGREED AS TO FORM BY COUNSEL:

21 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

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Rachel Newman (State Bar #350826)
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JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
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Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com

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.: C23-02468

[Action Filed July 24, 2023]

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

1 This Addendum to the Settlement Agreement and Release of Claims ("Settlement
2 Agreement") is made and entered into between Plaintiff Dino De Sanctis ("Plaintiff"), on behalf of
3 himself and on behalf of all persons similarly situated, and Defendants Henkel US Operations
4 Corporation, Henkel of America, Inc., and Henkel Corporation (collectively "Defendants"). On
5 August 27, 2024, the North District of California denied of the Parties Joint Stipulation to remand
6 the Class Action. Accordingly, the following Definitions, Recitals and Terms of Agreement, as well
7 as the Class Notice, are modified and supersede those in the Settlement Agreement, as follows:

8 **I. DEFINITIONS**

9 ...

10 N. "Effective Date" means the date upon which all of the following have occurred: (i)
11 the Northern District of California dismisses the Class Action; (ii) Plaintiff files a
12 first amended complaint in the PAGA Action to allege all facts and all causes of action
13 which are alleged in the Class Action complaint; (iii) the Court grants final approval
14 of the settlement and; (iv) the Court's judgment approving the Settlement becomes
15 Final. Final shall mean the latest of: (i) if there is an appeal of the Court's judgment,
16 the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or
17 the expiration of the time to file a petition for review with any appellate court that has
18 jurisdiction; or (ii) if a petition for review is filed, the date of denial of the petition or
19 the date the Court's judgment is entered, pursuant to such petition; or (iii) if no appeal
20 is filed, the expiration date of the time for filing or noticing any appeal of the Court's
21 judgment. If a timely objection to the Settlement is filed (including an objection from
22 the LWDA), the Effective Date shall be the later of: (a) the date on which the time for
23 all appeals relating to objections to the Settlement and the Final Approval Order has
24 expired; or (b) if an appeal, review, or writ is sought, the date on which the highest
25 reviewing court renders its decision denying any petition (were the immediately lower
26 court affirmed the judgment) or affirming the judgment. Provided, however, if the
27 LWDA has commenced an investigation or issued a citation prior to the Effective
28 Date, as determined under the foregoing definition, the Effective Date will be

extended to the date that the LWDA concludes its investigation or resolves the citation (whichever is later), or if the LWDA objects to the Settlement, the date when the LWDA's objection to the Settlement is resolved and no longer appealable.

...

T. "Operative Complaint" shall mean the Complaint on file in the PAGA Action.

I. RECITALS

...

L. On September 17, 2024, Plaintiff filed a First Amended Complaint in the PAGA Action adding the class claims asserted in the Class Action. Upon until the entry of the Final Approval Order and Judgment, Plaintiff agrees to dismiss the Class Action.

III. TERMS OF AGREEMENT

...

Q. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action under California Code of Civil Procedure section 664.6 to ensure the continuing 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.. Plaintiff shall dismiss the Class Action .

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

DATED: 11/12/2024

Dino de Sanctis

Dino de Sanctis (Nov 12, 2024 09:46 PST)

Dino De Sanctis

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IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: Nov 11, 2024

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

By: 
Margaret Banas
Vice President, Associate General Counsel

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

DATED: _____

Printed Name

Title

1
2
3 IT IS SO AGREED AS TO FORM BY COUNSEL:
4

5 DATED: 11/11/2024

JCL LAW FIRM, APC

6 By: 

Jean-Claude Lapuyade, Esq.

7 Attorneys for Plaintiff and the Settlement Class
8 Members
9

10
11 DATED: 11/11/2024

ZAKAY LAW GROUP, APLC

13 By: 

Shani O. Zakay, Esq.

14 Attorneys for Plaintiff and the Settlement Class
15 Members
16

17 DATED: November 11, 2024

SEYFARTH SHAW LLP

18 By: 

Andrew M. McNaught, Esq.

19 Galen P. Sallomi, Esq.

20 Attorneys for Defendants
21
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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. C23-02468)*

**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. C23-02468. 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. C23-02468*. 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
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
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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. C23-02468., 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

Addendum to SAR (clean)

Final Audit Report

2024-11-11

Created:	2024-11-11
By:	Tracy Yentsch Inzero (tracy.inzero@henkel.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvPL-dOlgy-IZXVVitdgMWyR7jN4Bcka5

"Addendum to SAR (clean)" History

-  Document created by Tracy Yentsch Inzero (tracy.inzero@henkel.com)
2024-11-11 - 1:47:02 PM GMT- IP address: 136.226.48.94
-  Document emailed to Margaret Banas (margaret.banas@henkel.com) for signature
2024-11-11 - 1:47:31 PM GMT
-  Email viewed by Margaret Banas (margaret.banas@henkel.com)
2024-11-11 - 3:36:51 PM GMT- IP address: 136.226.64.108
-  Document e-signed by Margaret Banas (margaret.banas@henkel.com)
Signature Date: 2024-11-11 - 3:37:37 PM GMT - Time Source: server- IP address: 136.226.64.108
-  Agreement completed.
2024-11-11 - 3:37:37 PM GMT

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Rachel Newman (State Bar #350826)
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rachel@zakaylaw.com
jenny@zakaylaw.com
jaclyn@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com

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.: C23-02468

[Action Filed July 24, 2023]

**SECOND ADDENDUM TO CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE OF CLAIMS**

1 This Second Addendum to the Settlement Agreement and Release of Claims (“Settlement
2 Agreement”) is made and entered into between Plaintiff Dino De Sanctis (“Plaintiff”), on behalf of
3 himself and on behalf of all persons similarly situated, and Defendants Henkel US Operations
4 Corporation, Henkel of America, Inc., and Henkel Corporation (collectively “Defendants”).

5 On February 20, 2025, the Court issued a Minute Order on Plaintiff’s Motion for Preliminary
6 Approval of the Parties’ Class and PAGA Settlement. The Court raised the issue of the Cy Pres
7 recipient selected by the Parties. As a result, the Parties agreed to amend the Settlement Agreement
8 as to the Cy Pres recipient. Accordingly, the following Terms of Agreement, as well as the Class
9 Notice, are modified and supersede those in the Settlement Agreement and, where applicable, the
10 First Addendum to the Settlement Agreement, as follows:

11 **III. TERMS OF AGREEMENT**

12 ...

13 I. Funding and Allocation of the Gross Settlement Amount.

14 ...

- 15 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
16 Employees shall remain valid and negotiable for one hundred and eighty (180) days
17 from the date of their issuance. If a Settlement Class Member and/or Aggrieved
18 Employee does not cash his or her settlement check within ninety (90) days, the
19 Settlement Administrator will send a letter to such persons, advising that the check
20 will expire after the 180th day, and invite that Settlement Class Member and/or
21 Aggrieved Employee to request reissuance in the event the check was destroyed, lost
22 or misplaced. In the event an Individual Settlement Payment and/or Aggrieved
23 Employee's individual share of the PAGA Payment check has not been cashed within
24 one hundred and eighty (180) days, all funds represented by such uncashed checks
25 will be deposited with the California Controller’s Unclaimed Property Fund in the
26 name of the Settlement Class Member and/or Aggrieved Employee.

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

28 DATED: 03/19/2025

Dino de Sanctis

Dino de Sanctis (Mar 19, 2025 15:23 PDT)

Dino De Sanctis

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

2
3 DATED: Mar 20, 2025



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

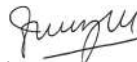
6 Michael L Bott

7 Printed Name

8 VP HR Operations NA

9 Title

10
11 DATED: Mar 21, 2025



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

14 Valeria Gladsztein

15 Printed Name

16 Regional Head of HR NA

17 Title

18
19
20 IT IS SO AGREED AS TO FORM BY COUNSEL:

21 DATED: _____

JCL LAW FIRM, A.P.C.

22
23 By: _____

Jean-Claude Lapuyade, Esq.

24 Attorneys for Plaintiff and the Settlement Class
25 Members

1 IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:
2

3 DATED: _____

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

5

6

7

Printed Name

8

9

Title

10

11 DATED: _____

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

12

13

14

15

Printed Name

16

17

Title

18

19

20 IT IS SO AGREED AS TO FORM BY COUNSEL:

21

22 DATED: March 19, 2025

JCL LAW FIRM, A.P.C.

23

By: 

Jean-Claude Lapuyade, Esq.

24

Attorneys for Plaintiff and the Settlement Class
Members

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DATED: March 19, 2025

ZAKAY LAW GROUP, APLC

By: _____

Shani O. Zakay, Esq.

Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

SEYFARTH SHAW LLP

By: _____

Andrew M. McNaught, Esq.

Galen P. Sallomi, Esq.

Attorneys for Defendants

1
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DATED: _____

ZAKAY LAW GROUP, APLC

By: _____

Shani O. Zakay, Esq.

Attorneys for Plaintiff and the Settlement Class
Members

DATED: March 21, 2025

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. C23-02468)*

**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. C23-02468. 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. C23-02468*. 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. C23-02468., 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 deposit all funds from such uncashed checks with the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

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Jennifer Gerstenzang (State Bar #279810)

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5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

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San Diego, CA 92121

Telephone: (619) 599-8292

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

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT

Judge: Hon. Edward G. Weil
Dept.: 39

1 This matter having come before the Honorable Judge Edward G. Weil of the Superior Court of
2 the State of California, in and for the County of Contra Costa, with Jean-Claude Lapuyade, Esq., of the
3 JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group, APLC as counsel for Plaintiff
4 DINO DE SANCTIS (“Plaintiff”), and Seyfarth Shaw LLP, appearing for HENKEL US
5 OPERATIONS CORPORATION, HENKEL OF AMERICA, INC., and HENKEL CORPORATION
6 (“Defendants”). The Court, having carefully considered the briefs, argument of counsel and all the
7 matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for
8 Preliminary Approval of Class and PAGA Action Settlement.

9 **I. The Court’s February 20, 2025 Order**

10 Plaintiff Dino De Sanctis moves for preliminary approval of his class action and PAGA
11 settlement with defendants Henkel U.S. Operations Corporation, Henkel of America, Inc., and Henkel
12 Corporation. Dresser-Rand Company. Henckel makes home products.

13 **A. Background and Settlement Terms**

14 The original complaint was filed on July 24, 2023, raising class action claims on behalf of
15 nonexempt employees, alleging that defendant violated the Labor Code in various ways, including
16 failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper
17 wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on
18 separation. A PAGA-only action was filed on September 29, 2023. On September 17, 2024, the PAGA-
19 only complaint was amended to include class claims for the purpose of effectuating the settlement.

20 The settlement would create a gross settlement fund of \$880,000. The class representative
21 payment to the plaintiff would be \$10,000. Attorney’s fees would be \$293,333.33 (one-third of the
22 settlement). Litigation costs would not exceed \$25,000. The settlement administrator’s costs (Apex
23 Class Action) would not exceed \$9,000. PAGA penalties would be \$40,000, resulting in a payment of
24 \$30,000 to the LWDA and \$10,000 to plaintiffs. The net amount paid directly to the class members
25 would be about \$502,666.67. The fund is non-reversionary. Based on the estimated class size of 513,
26 the average net payment for each class member is approximately \$979.86.

27 The proposed settlement would certify a class of all current and former non-exempt employees
28 employed by Defendants in California from November 30, 2021 to the date of preliminary approval.

1 The agreement contains an escalator clause (Par. III(A)(5) under which if the number of
2 workweeks is more than 10% of the projected amount (48,400), defendants shall have the option to
3 either (i) increase the Gross Settlement Amount by \$20 for each additional week above 48,400 or (ii)
4 have the class Period and the PAGA Period end on the date the workweeks exceeded 44,000. The Court
5 is concerned that this has the potential, if exercised under option (ii), to exclude some members of the
6 class from participation in the recovery. Accordingly, if option (ii) remains in the agreement, the parties
7 must request advance approval from the Court before exercising it. The class members will not be
8 required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees
9 cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members
10 based on the number of workweeks worked during the class period.

11 Various prescribed follow-up steps will be taken with respect to mail that is returned as
12 undeliverable. Checks undelivered or uncashed 180 days after mailing will be voided, and will be paid
13 to tendered to the Interdisciplinary Center for Health Workplaces at the University of California,
14 Berkeley. The settlement contains release language covering all claims alleged, or reasonably could
15 have been alleged based on the facts alleged, in the operative complaint. Under recent appellate
16 authority, the limitation to those claims with the “same factual predicate” as those alleged in the
17 complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 [“A court
18 cannot release claims that are outside the scope of the allegations of the complaint.” “Put another way,
19 a release of claims that goes beyond the scope of the allegations in the operative complaint’ is
20 impermissible.” (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d
21 942, 949.)

22 Informal written discovery was undertaken, and counsel had the information evaluated by
23 outside experts. The matter settled after arms-length negotiations, which included a session with an
24 experienced mediator in May of 2024.

25 Counsel also has provided an analysis of the case, and how the settlement compares to the
26 potential value of the case, estimating that the recovery on the class claims is between 18.5% and 26%
27 of the total exposure, breaking down the analysis claim-by-claim.

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1 The potential liability needs to be adjusted for various evidence and risk-based contingencies,
2 including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they
3 derive from other violations, they include “stacking” of violations, the law may only allow application
4 of the “initial violation” penalty amount, and the total amount may be reduced in the discretion of the
5 court. (See Labor Code, § 2699(e)(2) [PAGA penalties may be reduced where “based on the facts and
6 circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary
7 and oppressive, or confiscatory.”])

8 Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently
9 with the filing of the motion.

10 **B. Legal Standards**

11 The primary determination to be made is whether the proposed settlement is “fair, reasonable,
12 and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the
13 strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the
14 risk of maintaining class action status through trial, the amount offered in settlement, the extent of
15 discovery
16 completed and the state of the proceedings, the experience and views of counsel, the presence of
17 agovernmental participant, and the reaction ... to the proposed settlement.” (See also *Amaro v. Anaheim*
18 *Arena Mgmt., LLC, supra*, 69 Cal.App.5th 521.)

19 Because this matter also proposes to settle PAGA claims, the Court also must consider the
20 criteria that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco USA,*
21 *Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the “fair,
22 reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at
23 64.) The Court also held that the trial court must assess “the fairness of the settlement’s allocation of
24 civil penalties between the affected aggrieved employees[.]” (*Id.*, at 64-65.)

25 California law provides some general guidance concerning judicial approval of any settlement.
26 First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3
27 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy.
28 (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th

1 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is
2 a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-
3 Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted
4 that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the
5 additional safeguard of judicial review, though more cumbersome to the settlement process, serves a
6 salutatory purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141
7 Cal.App.4th 48, 63.)

8 **C. Attorney fees**

9 Plaintiff seeks one-third of the total settlement amount as fees, relying on the “common fund”
10 theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar
11 cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court
12 endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is
13 reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily
14 high or low, the trial court should consider whether the percentage used should be adjusted so as to
15 bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make
16 such an adjustment.” (*Id.*, at 505.) Following typical practice, however, the fee award will not be
17 considered at this time, but only as part of final approval.

18 Similarly, litigation costs and the requested representative payment of \$10,000 for plaintiff will
19 be reviewed at time of final approval. Criteria for evaluation of representative payment requests are
20 discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

21 **D. Conclusion**

22 Hearing required.

23 The Court has some concern about the portion of the escalator clause that would allow the
24 parties to shorten the class period. As noted above, this has the potential, if exercised under option (ii),
25 to exclude some members of the class from participation in the recovery. Accordingly, if option (ii)
26 remains in the agreement, the parties must request advance approval from the Court before exercising
27 it.

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1 Counsel have provided the Court with no material meeting the requirements for a cy pres
2 distribution to a non-profit entity, in this instance the Interdisciplinary Center for Healthy Workplaces
3 at the University of California, Berkeley. Counsel must provide a declaration concerning the cy pres
4 recipient that meets the requirements of Code of Civil Procedure section 382.4. In addition, the cy pres
5 recipient must be qualified under Code of Civil Procedure section 384(b), which requires that cy pres
6 funds be provided “to nonprofit organizations or foundations to support projects that will benefit the
7 class or similarly situated persons, or that promote the law consistent with the objectives and purposes
8 of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing
9 civil legal services to the indigent[.]” Counsel also must attest that they do not have any pecuniary
10 interest in the cy pres recipient, and must “notify the court if the attorney has a connection to or a
11 relationship with a nonparty recipient of the distribution that could reasonably create the appearance of
12 impropriety as between the selection of the recipient of the money or thing of value and the interests of
13 the class.” (CCP § 382.4.)

14 In all other respects, the court finds that the settlement is sufficiently fair, reasonable, and
15 adequate to justify preliminary approval.

16 If the motion is granted, counsel will be directed to prepare an order reflecting this tentative
17 ruling, the other findings in the previously submitted proposed order, and to obtain a hearing date for
18 the motion for final approval from the Department clerk. Other dates in the scheduled notice process
19 should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance
20 hearing after the settlement has been completely implemented. Plaintiffs’ counsel are to submit a
21 compliance statement one week before the compliance hearing date. 5% of the attorney’s fees are to be
22 withheld by the claims administrator pending satisfactory compliance as found by the Court. If the cy
23 pres recipient is included in the final settlement, counsel must, once the distribution is made, submit an
24 amended judgment so reflecting payment of the funds to the cy pres recipient.

25 **II. The Court’s March 27, 2025 Order**

26 On February 20, 2025, the Court heard plaintiff’s motion for preliminary approval of his class
27 action and PAGA settlement with defendants Henkel U.S. Operations Corporation, Henkel of America,
28 Inc., and Henkel Corporation. The tentative ruling is incorporated by reference.

1 In the tentative ruling, the Court requested further documentation necessary for the approval of
2 a proposed cy pres recipient. The parties have advised the Court that they have modified the settlement
3 to provide that any uncashed checks will be voided and the funds provided to the State Controller's
4 unclaimed property fund. That moots the issue.

5 In addition, the Court advised the parties that if the "escalator clause" was exercised in a manner
6 that would reduce the scope of the class, they would need approval from the Court before doing so. The
7 supplemental declaration of counsel indicates that it is not defendants' current intent to do so, but that
8 they are aware that the Court's minute order requires court approval. The requirement that approval be
9 obtained from the court before exercising the escalator clause in a manner that would restrict the scope
10 of the class will remain in the order.

11 Accordingly, with that proviso, the motion is granted.

12 **IT IS HEREBY ORDERED:**

13 1. The Court preliminarily approves the Class Action and PAGA Settlement and Release of
14 Claims ("Settlement Agreement" or "Agreement"), a true and correct copy of which is attached to the
15 October 18, 2024, Declaration of Jean-Claude Lapuyade as Exhibit "1", the Addendum to Class Action
16 and PAGA Settlement and Release of Claims, a true and correct copy of which is attached to the
17 November 22, 2024, Supplemental Declaration of Jean-Claude Lapuyade, as Exhibit "1", and the
18 Second Addendum to Class Action and PAGA Settlement and Release of Claims, a true and correct
19 copy of which is attached to the March 24, 2025, Supplemental Declaration of Jaclyn Joyce, as Exhibit
20 "1". This is based on the Court's determination that the Settlement Agreement is within the range of
21 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
22 Procedure and California Rules of Court, rule 3.769.

23 2. This Order incorporates by reference the definitions in the Agreement, and all terms
24 defined therein shall have the same meaning in this Order as set forth in the Agreement.

25 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
26 Defendant shall pay is Eight-Hundred and Eighty Thousand Dollars and Zero Cents (\$880,000.00). It
27 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
28 reasonable as to all Class Members when balanced against the probable outcome of further litigation

1 relating to certification, liability, and damages issues. It further appears that investigation and research
2 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
3 positions. It further appears to the Court that settlement at this time will avoid substantial additional
4 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
5 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
6 intensive, serious, and non-collusive arms-length negotiations.

7 4. The Court preliminarily finds that the Settlement appears to be within the range of
8 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
9 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
10 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
11 reasonable when balanced against the probable outcome of further litigation relating to certification,
12 liability, and damages issues.

13 5. Plaintiff seeks an award of Attorney's Fees and Costs in the amount of up-to one-third
14 of the Gross Settlement Amount for attorneys' fees, currently estimated at Two Hundred and Ninety-
15 Three Thousand, Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$293,333.33), plus
16 costs of up to Twenty-Five Thousand Dollars (\$25,000.00), and proposed Class Representative Service
17 Payment to the Class Representative, Dino De Sanctis, in an amount of not more than Ten Thousand
18 Dollars (\$10,000.00). While these awards appear to be within the range of reasonableness, the Court
19 will not approve the Attorneys' Fees and Costs or Service Payment until the Final Approval Hearing.

20 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of
21 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
22 proceeding should this Settlement not become final. For settlement purposes only, the Court
23 conditionally certifies the following Class:

24 "All persons who are or previously were employed by Defendant Henkel
25 US Operations and/or Defendant Henkel of America and/or Defendant
26 Henkel Corporation in California and classified as non-exempt employees
27 at any time during the period beginning November 30, 2021 and ending on
28 March 27, 2025."

1 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
2 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
3 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
4 common questions of law and fact predominate, and there is a well-defined community of interest
5 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
6 Class Representative is typical of the claims of the Class Members; (d) the Class Representative will
7 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
8 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
9 to act as counsel for the Class Representative in his individual capacities and as the representative of
10 the Class Members.

11 8. The Court provisionally appoints Plaintiff DINO DE SANCTIS as the representative of
12 the Class.

13 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
14 APC and Shani Zakay, Esq. of Zakay Law Group, APLC, as Class Counsel for the Class Members.

15 10. The Court hereby approves, as to form and content, the Court Approved Notice of Class
16 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached to the
17 Agreement as **Exhibit “A”**. The Court finds that the notice appears to fully and accurately inform the
18 Class Members and Aggrieved Employees of all material elements of the proposed Settlement,
19 including the right of any Class Member to be excluded from the Class by submitting a written request
20 for exclusion, and of each Class Member’s right and opportunity to object to the Settlement. The Court
21 further finds that the distribution of the notices substantially in the manner and form set forth in the
22 Agreement and this Order meets the requirements of due process, is the most reasonable notice under
23 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
24 Court orders the mailing of the notices by first class mail, pursuant to the terms set forth in the
25 Agreement.

26 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. Within
27 ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement
28 Administrator with the Class Data, including information regarding Class Members that Defendant will

1 in good faith compile from its records, including each Class Member's full name; last known mailing
2 address; Social Security Number; start dates and end dates of employment (or total number of
3 workweeks) as a non-exempt employee in California during the Class Period. No later than twenty-one
4 (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail
5 copies of the Class Notice to all Class Members via first class U.S. Mail.

6 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
7 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
8 Settlement as provided in the Class Notice by following the instructions for requesting exclusion from
9 the Settlement of the Released Claims that are set forth in the Class Notice. All requests for exclusion
10 must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after
11 the Settlement Administrator mails the Class Notice to Class Members or, in the case of re-mailed
12 Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who
13 chooses to opt out of and be excluded from the Settlement will not be entitled to a Class Settlement
14 Payment under the Settlement and will not be bound by the Class Settlement, or have any right to
15 object, appeal or comment thereon, but will still be bound by the terms of the PAGA settlement. Class
16 Members who have not requested exclusion shall be bound by all determinations of the Court, the
17 Agreement, and Judgment.

18 13. Any Class Member may appear at the final approval hearing, regardless of whether they
19 have submitted a timely written objection and notice of intention to appear. Class Members may express
20 their views regarding the Settlement and may present evidence and file briefs or other papers that may
21 be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice.
22 Class Members will have forty-five (45) days from the date the Class Notices are mailed to postmark
23 their written objections to the Settlement Administrator. Class Members who fail to timely submit
24 objections in the manner specified above shall be deemed to have waived any objections and shall be
25 foreclosed from making any written objection (whether by appeal or otherwise) to the Settlement. Class
26 Members who fail to timely submit a written objection may still appear at the Final Approval Hearing
27 to object orally in person.

28 14. A hearing on Plaintiff's Motion for Final Approval of Class Action and PAGA

1 Settlement and Plaintiff's Motion Attorneys' Fees and Costs and Class Representative Service Award
2 for shall be held before this Court on 08/28/25 at 9:00 AM in Department 39 of the Contra
3 Costa County Superior Court to determine all necessary matters concerning the Settlement, including:
4 whether the proposed settlement of the Action on the terms and conditions provided for in the
5 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an
6 Order Granting Final Approval should be entered herein; whether the plan of allocation contained in
7 the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve
8 the award of Attorneys' Fees and Costs, Class Representative Service Payment, and the Settlement
9 Administration Expenses. All papers in support of the motion for final approval and the motion for
10 Attorneys' Fee and Costs and Service Payment shall be filed with the Court and served on all counsel
11 within twenty-eight (28) days following the expiration of the Response Deadline.

12 15. In the event the Settlement does not become effective in accordance with the terms of the
13 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
14 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
15 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
16 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
17 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
18 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
19 is not approved.

20 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
21 and all dates provided for in the Agreement without further notice to Class Members and retains
22 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

23
24
25 Dated: 6/3/2025

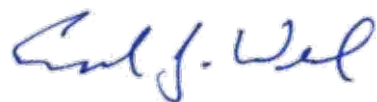

Hon. Edward Weil
JUDGE OF THE SUPERIOR COURT

EXHIBIT 3

Jennifer Heming

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Friday, October 18, 2024 3:55 PM
To: Jennifer Heming
Subject: Thank you for your Proposed Settlement Submission

10/18/2024 03:54:07 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cjheming%40jcl-lawfirm.com%7C3f30dac1144f4ddf794e08dcefc7eb7f%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638648889161095591%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=kcrK6vhy3h1l%2FWMum7F1Ab%2BHF TZiRC8AGicuHhB6gMg%3D&reserved=0

EXHIBIT 4