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SUPERIOR COURT OF THE STATE OF CALIFORNIA

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]

DECLARATION OF STACEY SHIM ON BEHALF OF APEX CLASS ACTION, LLC, IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: August 28, 2025
Time: 9:00 a.m.
Dept.: 39
Judge: Hon. Edward Weil

I, Stacey Shim, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Project Manager for Apex Class Action, LLC, (hereinafter referred to as "Apex"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned *Dino De Sanctis v. Henkel US Operations Corporation, et al.* matter. On behalf of both Apex and me, I possess the authority to issue this declaration. I am personally acquainted with the information contained herein, and in the event of being summoned to provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

2. Apex Class Action's team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. Apex was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and claims administration, pursuant to the terms of the Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice Of Pendency Of Class And Representative Action Settlement And Final Hearing Date*, in English (referred to as "Notice Packet"); (b) receiving and processing requests for exclusion; (c) resolving disputes among Settlement Class Members regarding the number of workweeks recorded by Defendants during the Class Period, as stated on their individualized Notice Packet; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

4. On March 27, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received approval from the Parties' Counsel before being mailed.

5. On April 8, 2025, Counsel for Defendants transmitted the class data file to Apex, which included the names, Social Security numbers, hire and termination dates, last known mailing addresses of the potential Settlement Class Members, hire and termination dates, and class workweeks and PAGA pay periods ("Class Data"). The Class Data was successfully uploaded to our database, where it underwent a thorough review to identify any duplicates or potential inconsistencies. The Class Data consisted of a total of 609 individuals.

6. In preparation for the mailing process, all 609 names and addresses listed in the Class Data underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice Packet. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet. However, in cases where no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

7. On June 11, 2025, The Notice Packet was sent to all 609 individuals listed in the Class Data using U.S. First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

8. As of the date of this declaration, our office has received 28 returned Notice Packets as undeliverable. Apex conducted a computerized skip trace on the 28 returned Notice Packets in order to acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip-trace effort resulted in obtaining 25 updated addresses, to which we promptly re-mailed the Notice Packets via U.S. First Class Mail.

9. As of the date of this declaration, there have been 25 Notice Packets re-mailed as a result of Apex's skip-tracing efforts.

10. As of the date of this declaration, 3 Notice Packets have been considered undeliverable as no updated address was found despite conducting skip tracing.

11. As of the date of this declaration, Apex has received one (1) request for exclusion from Joshua Anthony Coley. The deadline for submitting a request for exclusion from the Settlement was July 26, 2025.

12. As of the date of this declaration, Apex has not received any objections to the Settlement. The deadline for submitting a written objection to the Settlement was July 26, 2025.

13. As of the date of this declaration, Apex has not received any disputes. The deadline for submitting a dispute was July 26, 2025.

14. As of the date of this declaration, Apex will report 608 Settlement Class Members, constituting 99.83% of the total 609 Settlement Class Members.

15. The total number of workweeks worked by Settlement Class Members during the Class Period is 57,940. The Agreement's escalator clause was thereby triggered due to an increase in workweeks during the Class Period beyond the threshold provided for in Paragraph 5 of the Agreement. The 9,540 workweeks in excess of the threshold 48,400 workweeks identified in Paragraph 5 led to an increase to the Gross Settlement Amount of $190,800 ($20 for each additional workweek over 48,400 x 9,540 additional workweeks). The new Gross Settlement Amount is $1,070,800. The Net Settlement Amount available to Settlement Class Members is estimated to be $629,907.36 and was calculated by subtracting the requested attorneys' fees ($356,897.64), the amount requested for litigation costs and expenses ($25,000.00), the requested Service Payment ($10,000.00), the requested Claims Administration Costs ($8,995.00), and the PAGA Payment ($30,000.00) from the Gross Settlement Amount ($1,070,800.00).

16. The *highest* individual Settlement payment to a Settlement Class Member is currently estimated to be approximately $1,956.91, the *average* individual Settlement payment is currently estimated to be approximately $1,036,03, and the *lowest* individual Settlement payment is currently estimated to be approximately $10.87. These amounts are subject to employee-side tax and withholdings.

17. Pursuant to the Agreement, 25% of the PAGA Payment ($10,000.00) will be allocated to Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees cannot opt out of the PAGA settlement. There are 558 Aggrieved Employees who worked a total of 29,333 pay periods during the PAGA Period.

18. The *highest* individual PAGA payment to an Aggrieved Employee is approximately $48.07, the *average* individual PAGA payment is approximately $17.92, and the *lowest* individual PAGA payment is approximately $0.34.

19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred and anticipated expenses, amount to $8,995.00. The original proposal that Apex submitted in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement indicated that administration costs would not exceed $7,790.00. This proposal was based on an estimated class size of 513 members. The increase in the actual number of Class Members—from 513 to 609— resulted in a corresponding increase in administration workload and costs. This variance in class size is the basis for the increase in Apex's fees beyond the original estimate. Apex will proceed with additional tasks related to this matter, such as calculating settlement award payments, issuing and mailing settlement award checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by the Court for Apex to undertake.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that this Declaration was executed this 29th day of July 2025, in Irvine, California.

STACEY SHIM

EXHIBIT A

De Sanctis v. Henkel US Operations Corporation, et al
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

[redacted]

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: $424.09. 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 March 27, 2025.

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 March 27, 2025. 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 One million seventy-one thousand nine hundred sixty dollars and Zero Cents ($1,071,960.00). (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 $357,284.27) 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 March 27,2025.

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 39 Workweeks worked during the Class Period (November 30, 2021, to March 27, 2025).

Based on this information, your estimated Settlement Share is $424.09.

Defendants' records reflect that you have 26 pay periods worked during the PAGA Period (July 24, 2022, to March 27, 2025).

Based on this information, your estimated PAGA Payment Share is $8.86.

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 July 26, 2025.

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 August 28, 2025, 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 https://apexclassaction.com/henkel. Please **scan the QR code** to directly take you to the settlement website.

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 July 26, 2025. The address for the Settlement Administrator is Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619; 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 he 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 July 26, 2025, 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 July 26, 2025. The address for the Settlement Administrator is Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:
Jean-Claude Lapuyade, Esq.
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Class Counsel:
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Zakay Law Group, APLC
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Tel: (619) 255-9047
Email: shani@zakaylaw.com

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

The Court will hold a Final Approval Hearing at 9:00 AM on August 28, 2025, at the Contra Costa County Superior Court, Department 39, located at 725 Court Street, Martinz, CA 94553 before Judge Edward Weil. 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, P.O. Box 54668, Irvine, CA 92619 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 https://apexclassaction.com/henkel. Please **scan the QR code** to directly take you to the settlement website

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.