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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

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

Plaintiff,

v.

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

Defendants.

Case No. C23-02468

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: August 28, 2025

Time: 9:00 a.m.

Judge: Hon. Edward G. Weil

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement and Class Notice, fully executed on August 9, 2024, (the "Agreement") and Motion for
3 Class Counsel Attorneys' Fees and Attorneys' Expenses and Class Representative Service Award
4 duly came on for hearing on August 28, 2025, before the above-entitled Court. JCL Law Firm,
5 APC, and Zakay Law Group, APLC, appeared on behalf of Plaintiff DINO DE SANCTIS
6 ("Plaintiff"). Seyfarth Shaw LLP appeared on behalf of Defendants Henkel US Operations
7 Corporation, Henkel of America, Inc., and Henkel Corporation (collectively "Defendants").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All terms used herein shall have the same meaning as defined in the
13 Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Contra Costa ("Court"), Case No. C23-02468,
16 entitled *Dino De Sanctis v. Henkel US Operation Corporation et. al.*, and over all Parties to this
17 litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On June 3, 2025, the Court granted preliminary approval of a class-wide
20 settlement. At the same time, the Court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was
25 mailed by first class U.S. Mail to the Class Members at their last known addresses on June 11, 2025.
26 Mailing of the Notice Packet to the Class Members' last known addresses was the best notice
27 practicable under the circumstances and was reasonably calculated to communicate actual notice of
28 the litigation and the proposed settlement to the members of the Class Members. The Court finds

1 that the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule
2 3.769.

3 5. The Response Deadline for opting out or objecting was July 26, 2025. There
4 was an adequate interval between notice and deadline to permit Class Members to choose what to
5 do and act on their decision. No Class Members objected. One Class Member requested exclusion.

6 **Fairness Of The Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of Eight Hundred
8 and Eighty Thousand Dollars and Zero Cents (\$880,000.00). Pursuant to the Escalator Clause, there
9 was an increase to the Gross Settlement Amount of One Hundred and Ninety Thousand, Eight
10 Hundred Dollars and Zero Cents (\$190,800.00), resulting in a total Gross Settlement Amount of
11 One Million, Seventy-One Thousand and Nine-Hundred and Sixty Dollars and Zero Cents
12 (\$1,070,800.00). The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.*
13 (1996) 48 Cal.App.4th 1794, 1801.)

14 a. The settlement was reached through arms-length bargaining
15 between the parties. There is no evidence of any collusion between the parties in reaching the
16 proposed settlement.

17 b. The Parties' investigation and discovery have been sufficient to
18 allow the Court and counsel to act intelligently.

19 c. Counsel for all Parties are experienced in similar employment class
20 action litigation and have previously settled similar class claims on behalf of employees claiming
21 compensation. All counsel recommended approval of the Settlement.

22 d. No objections were received. One request for exclusion was
23 received.

24 e. The participation rate is high. 99.83% of Class Members will be
25 participating in the Settlement and will be sent settlement payments.

26 7. The consideration to be given to the Class Members under the terms of the
27 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
28 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the

Released Class Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the Action.

8. The Agreement is finally approved as fair, adequate, and reasonable and in the best interests of the Settlement Class Members.

PAGA Payment

9. The Agreement provides for a payment of PAGA Payment in the amount of \$40,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and the allocation of \$30,000.00 to the LWDA and \$10,000.00 to the Aggrieved Employees is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

Class Counsel Attorneys' Fees and Litigation Expenses Payment

10. The Agreement provides for a Class Counsel Attorneys' Fees of not more than one-third of the Gross Settlement Amount and Litigation Expenses of up to \$25,000.00. The Gross Settlement Amount is \$1,070,800.00, one-third of which is \$356,897.64. Litigation Expenses are \$25,000.00.

11. Class Counsel Attorneys' Fees of \$356,897.64, and reimbursement of actually incurred Litigation Expenses of \$23,183.50 are reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents one-third (1/3) of the Gross Settlement Amount, which is reasonable and at the low end of the range for fee awards in common fund cases and is supported by Class Counsel's lodestar.

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Award of up to \$10,000.00 for Plaintiff Dino De Sanctis. The Court finds that this amount is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

Settlement Administration Expenses Payment

13. The Agreement provides for Claims Administration Expenses Payment to be paid in an amount not to exceed \$8,995.00. The Declaration of the Settlement Administrator

1 provides that the comprehensive fees and costs for administering this Settlement, covering both
2 incurred and anticipated expenses, amounts to \$8,995.00. The amount of this payment is reasonable
3 in light of the work performed by the Settlement Administrator.

4 **II.**

5 **ORDERS**

6 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

7 1. The Class is certified for the purposes of settlement only. The Settlement
8 Class is hereby defined to include:

9 All non-exempt employees who are or previously were employed by Henkel US
10 Operations Corporation and/or Henkel of America, Inc. and/or Henkel Corporation
11 and performed work in California during the period beginning November 30, 2021,
12 and ending on March 27, 2025.

13 2. There are 609 members of the Class. Every person in the Class who did not
14 opt out is a Settlement Class Member. After providing Notice to the Class, there is one opt-out to
15 the Settlement. The name of the Class Member who requested exclusion is Joshua Anthony Coley.

16 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
17 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
18 this Order and the terms of the Agreement.

19 4. Defendants shall fund the Gross Settlement Amount no later than the twenty-
20 first (21) date after the Effective Date. In exchange the Settlement Class Members shall release
21 Defendants from the “Released Class Claims” and the “Aggrieved Employees” shall release the
22 “Released PAGA Claims.”

23 a. The “Released Class Claims” means the release from the Class
24 Members, on behalf of themselves and their respective former and present representatives, agents,
25 attorneys, heirs, administrators, successors, and assigns, of all claims against the Released Parties
26 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
27 Complaint including, without limitation, claims for (1) failure to pay minimum wages; (2) failure to
28 pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4) failure

1 to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to timely pay wages
2 including at the time of termination/ end of employment; (6) failure to furnish accurate itemized
3 wage statements; (7) failure to reimburse employees for business expenses; (8) unfair business
4 practices; (9) failure to pay vacation and/or sick pay wages; and (10) claims for violation of
5 California Labor Code sections 201-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510,
6 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802-2804, California
7 Code of Civil Procedure section 1021.5, Civil Code sections 3287, 3289, and California Business
8 and Professions Code section 17200 *et seq.* (arising from violations of the labor code listed above)
9 or any applicable IWC Wage Order. Class Members do not release any claims that cannot be
10 released by law, including, without limitation, claims for vested benefits, wrongful termination,
11 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
12 security, workers' compensation, or claims based on facts occurring outside the Class Period.

13 b. The “Released PAGA Claims” means the release from the
14 Aggrieved Employees, on behalf of themselves and their respective former and present
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns, of all claims against
16 the Released Parties for PAGA penalties that were alleged, or reasonably could have been alleged
17 during the PAGA Period, based on the facts stated in the Operative Complaint and the PAGA Notice
18 including, without limitation, claims for PAGA Penalties arising from (1) failure to pay minimum
19 wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in
20 lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5)
21 failure to timely pay wages including at the time of termination/end of employment; (6) failure to
22 furnish accurate itemized wage statements; (7) failure to reimburse employees for business
23 expenses; (8) failure to pay vacation and/or sick pay wages; and (9) claims for penalties under the
24 Private Attorneys General Act for violation of California Labor Code sections 201-204, 210, 218.5,
25 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197,
26 1197.1, 1198, 1199, and 2802-2804, 2698, *et seq.* ("PAGA") California Code of Civil Procedure
27 section 1021.5, Civil Code sections 3287, 3289,) or any applicable IWC Wage Order.

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

5 5. Class Counsel are awarded a Class Counsel Attorneys’ Fees and Attorneys’
6 Expenses Payment in the amount of Three Hundred Eighty Thousand, Eighty-One Dollars and
7 Fourteen Cents (\$380,081.14) comprised of Attorneys’ Fees in the amount of Three Hundred Fifty-
8 Six Thousand Eight Hundred Ninety-Seven Dollars and Sixty-Four Cents (\$356,897.64) and
9 reimbursement of costs and expenses in the amount of Twenty-Three Thousand, One Hundred
10 Eighty-Three Dollars and Fifty Cents (\$23,183.50). Class Counsel shall not seek or obtain any other
11 compensation or reimbursement from Defendants, Plaintiff, or members of the Class.

12 6. The payment of the Class Representative Service Award of \$10,000.00 for
13 Plaintiff Dino De Sanctis is approved.

14 7. The payment of \$8,995.00 to the Settlement Administrator for the Claims
15 Administration Expenses Payment is approved.

16 8. The PAGA Payment of \$40,000.00 is hereby approved as fair, reasonable,
17 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
18 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
19 fraud or collusion.

20 9. The Court further finds and determines that Class Counsel satisfied
21 California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of
22 claims arising under the Private Attorney General Act (“PAGA”) on October 18, 2024 and again on
23 August 1, 2025.

24 10. The Court orders Class Counsel to comply with California Labor Code §
25 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s
26 entry of this Order.

27 11. The Agreement is not an admission by Defendants, nor is this Final Approval
28 Order nor the Final Judgment (as that term is defined, below) a finding of the validity of any claims

1 in the Action or of any wrongdoing by Defendants. Neither this Final Approval Order, the Final
2 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
3 Settlement is, may be construed as, or may be used as an admission by or against Defendants of any
4 fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and
5 any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
6 be evidence of, an admission or concession with regard to the denials or defenses by Defendants
7 and shall not be offered in evidence in any action or proceeding against Defendants in any court,
8 administrative agency or other tribunal for any purpose as an admission whatsoever other than to
9 enforce the provisions of this Final Approval Order, the Final Judgment, the Settlement, or any
10 related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the
11 Action or in any other proceeding this Final Approval Order, the Final Judgment, the Agreement,
12 or any other papers and records on file in the Action as evidence of the Settlement to support a
13 defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or
14 similar defense as to the claims being released by the Settlement.

15 12. Notice of entry of this Final Approval Order shall be given to Class Counsel
16 on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of entry of this
17 Final Approval Order to individual Class Members and the Final Approval Order shall be posted on
18 Settlement Administrator's website as indicated in the Notice Packet.

19 13. Concurrently with the Motion, Plaintiff submitted a [Proposed] Judgment,
20 which shall incorporate, as necessary, the relevant provisions of this Final Approval Order, and shall
21 be entered by the Court.

22 14. The Final Judgment shall bind each Settlement Class Member.

23 15. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
24 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
25 ("PAGA").

26 16. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
27 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
28

1 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
2 connection with the distribution of settlement benefits.

3 17. If the Settlement does not become final and effective in accordance with the
4 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
5 Defendants consistent with the terms of the Settlement, then this Final Approval Order, the Final
6 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
7 be vacated.

8 **IT IS SO ORDERED.**

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10 DATED: _____

Hon. Edward G. Weil
JUDGE OF THE SUPERIOR COURT