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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 DINO DE SANCTIS, IN
SUPPORT OF 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, DINO DE SANCTIS, declare as follows:

2 1. I am over the age of eighteen, a California resident, and a Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiffs' Motion
4 for Final Approval of Class Action and PAGA Settlement and in support of Plaintiff's Motion for Class
5 Counsel Attorneys' Fees and Attorneys' Expenses and Class Representative Service Award. I have
6 personal knowledge of all the facts stated herein. I could and would competently testify under oath to
7 these facts in court if requested to do so.

8 2. I retained Class Counsel in April of 2023. I filed a class action complaint in the Contra
9 Costa Superior Court on July 24, 2023. I am seeking to represent the class of all non-exempt employees
10 of Defendants in California from November 30, 2021, to March 27, 2025.

11 3. I worked for Defendants as a non-exempt employee in California from approximately
12 November of 2022 through May of 2023. At all times during my employment, I earned an hourly wage
13 and was entitled to legally compliant meal and/or rest periods, and minimum, regular, and overtime
14 wages for all hours worked. Throughout my employment, I was subject to Defendants' written policies
15 and procedures.

16 4. I filed the case because I believed my rights as an employee were violated by Defendants
17 and also the rights of other employees who worked for Defendants. Among other claims, I believe
18 Defendants failed to pay for all time worked, failed to provide compliant meal and rest periods, failed
19 to reimburse for required business expenses, improperly calculated the regular rate of pay for purposes
20 of overtime, sick pay and meal period premiums, and failed to pay all wages when due.

21 5. Before I joined the case as a plaintiff and Class Representative, I spoke at length with my
22 attorneys. We discussed my work experience and how company policies were applied to me and other
23 employees. I provided the attorneys with documents they requested. We reviewed the documents
24 together and asked and answered many questions regarding my experience working for Defendants, the
25 litigation process, and about class actions generally.

26 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
27 and as proposed a Class Representative. I understood that joining this action as a class representative
28 rather than merely seeking my individual claims substantially increased the risk to me. Those risks

1 included the possibility of being held liable for Defendants' attorneys' fees and costs in a complex class
2 action if I lost the case. I also understood that as a Class Representative, I would be under increased
3 scrutiny by the attorneys and the Court because I needed to prove that I was an adequate class
4 representative. Further, I understood that I would lose some autonomy over my individual claims that I
5 could not make decisions for my sole benefit and that I needed to make every litigation decision with
6 the best interests of the Settlement Class in mind.

7 7. I also understood that pursuing this litigation created a very public record of my grievances
8 with Defendants which produced the risk that a future employer could hold it against me that I sued a
9 former employer.

10 8. Notwithstanding these risks and sacrifices, I decided to go through with the case because
11 I believed violations occurred and most employees would not know what their rights are and even if
12 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

13 9. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
14 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
15 because I wanted to keep up with developments in the case which I understood was one of my duties as
16 a class representative.

17 10. **Review and Approval of Settlement:** A mediation was held on May 20, 2024. Even
18 though I could not attend, I was available by telephone to speak with my attorneys regarding the
19 mediation before it took place. I was very satisfied with the terms of the settlement that was agreed to
20 by the parties. I reviewed and signed the Memorandum of Understanding on the same day, May 20,
21 2024.

22 11. **Broad General Release:** I understand that the Class Representative Payment is intended,
23 in part, to compensate me for my release of the Released Class Claims. Additionally, unlike the other
24 Class Members, I also granted Defendants and the Released Parties a broad general release and waiver
25 of claims pursuant to California Civil Code section 1542 and released Defendants and all additional
26 Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and
27 description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort,
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1 contract, or for violations of any federal, state or other governmental statute, law, regulation or
2 ordinance.

3 12. **Participation:** Since I retained Class Counsel over two years ago, I have been actively
4 involved with this class action lawsuit performing the duties described above. While I did not keep
5 formal time records, I was in regular contact with my attorneys, reviewed important court filings, and
6 spent considerable time on the issues presented during the litigation and in the settlement process. I
7 estimate that I spent approximately 20-25 hours working on this case.

8 13. Also, my attorneys explained to me that the settlement process involved a two-step review
9 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
10 and paid. I knew this process also involved notifying all class members of the settlement terms and of
11 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
12 settlement.

13 14. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
14 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
15 that the requested Class Representative Service Award Payment in the amount of \$10,000 from the
16 settlement is fair compensation for the (1) the broad general release I executed (2) the work I performed,
17 (3) the sacrifices made not pursuing this case individually, and (4) the risks I undertook.

18 15. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
19 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendants'
20 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
21 for \$10,000.00 as a service award is fair and reasonable.

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16. Further, I support my attorneys' application for an Attorneys' Fees payment in the amount of \$356,897.64, which is one-third of the Gross Settlement Amount, and an Attorneys' Expenses payment in an amount not to exceed \$25,000.00 for reimbursement of actually incurred litigation expenses.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 07/30/2025, in Concord, California.

By: Dino de Sanctis
Dino de Sanctis (Jul 30, 2025 15:23:08 PDT)

DINO DE SANCTIS