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Superior Court of California
County of San Francisco

DEC 16 2021

CLERK OF THE COURT
BY: Clare Ramirez
Deputy Clerk

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 613

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]
SEPHORA WAGE AND HOUR CASES

Case No. CJC-16-004911
JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4911

ORDER GRANTING UNOPPOSED
COORDINATED PLAINTIFFS MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

- Included Actions:
- Burnthorne-Martinez v. Sephora USA, Inc.*,
Superior Court of California, County of San
Francisco, Case No. CGC-16-550894
 - Provencio v. Sephora USA, Inc.*,
Superior Court of California, County of Santa
Clara, Case No. 16CV294112
 - Hernandez et al. v. Sephora USA, Inc.*,
Superior Court of California, County of San
Francisco, Case No. CGC-17-557031
 - Duran v. Sephora USA, Inc.*, Superior Court of
California, San Francisco, Case No. CGC-17-
561452

Plaintiffs and Defendants have entered into the First Amended Class Action Settlement and Agreement (“Settlement Agreement”)¹ attached as Exhibit 1 to the Declaration of Jose Maria D. Patino,

¹ This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully

1 Jr. in Support of Coordinated Plaintiffs Motion for Preliminary Approval of Class Action Settlement
2 (November 16, 2021), which if approved, would resolve the putative class action. Plaintiffs have filed a
3 motion for preliminary approval of class settlement. Upon review and consideration of the motion papers
4 and supplemental documents submitted by the parties as requested by the Court, including the Settlement
5 Agreement and all exhibits thereto, the Court determines and orders as follows:

6 1. The Court has jurisdiction over this matter and venue is proper.

7 2. This action is provisionally certified as a class action, for settlement purposes only, pursuant
8 to California Code of Civil Procedure section 382 and California Rule of Court 3.763. The Settlement
9 Class is defined as follows:

10 All non-exempt current and former employees of Sephora who worked at any California
11 retail location in California between May 23, 2013 and May 14, 2021, inclusive.²

12 3. The Court conditionally approves the proposed settlement as within the range of possible
13 final approval.

14 4. The Court confirms (1) Kevin R. Allen of Allen Attorney Group PC; (2) Shaun Setareh,
15 Lara Graham and Thomas Segal of Setareh Law Group; (3) John Matthew Norton of Matthew Norton &
16 Associates; (4) Alejandro Gutierrez of Hathaway, Perrett, Webster, Powers, Chrisman & Gutierrez, APC;
17 (5) Matthew Archibold of Deason & Archbold; and, (6) Daniel Palay and Brian D. Hefelfinger of Palay
18 Helefinger, APC, as Class Counsel for the Settlement Class.³

19 5. The Court confirms named plaintiffs Alyssa Burnthorne-Martinez, Rose Provencio, Lacey
20 Hernandez, Brenda Morales, and Jessica Duran as Class Representatives for the Settlement Class.⁴

21
22 set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement.

23 ² Judge Karnow previously certified the Non-Exempt Employee Class as “all hourly non-exempt
24 employees who were employed by Sephora and worked at Sephora retail locations in California between
25 May 23, 2013 and October 11, 2018, inclusive.” (Order Granting In Part Plaintiffs Motion For Class
Certification (Jan. 30, 2019).)

26 ³ Judge Karnow previously appointed the attorneys outlined in (1)-(4), and (6) as Class Counsel. (Order
27 Granting In Part Plaintiffs Motion For Class Certification (Jan. 30, 2019).)

28 ⁴ Judge Karnow previously appointed these plaintiffs as class representatives for certain subclasses and
the Non-Exempt Employee Class. (Order Granting In Part Plaintiffs Motion For Class Certification (Jan.
30, 2019).)

1 6. The Court approves CPT Group, Inc. (“CPT”) as the Settlement Administrator and directs
2 CPT to carry out all duties and responsibilities of the Settlement Administrator specified in the Settlement
3 Agreement.

4 7. Pursuant to California Rules of Court rule 3.769(f), the Court approves the manner of class
5 notice set forth in the Settlement Agreement. The Court approves the form and content of the following
6 notice documents: (1) Notice (attached hereto as **Exhibit A**); (2) Request for Exclusion Form (attached
7 hereto as **Exhibit B**); and (3) Change of Address Form (attached hereto as **Exhibit C**) (collectively “Notice
8 Packet”). The Court finds that the Notice Packet constitutes the best notice practicable under the
9 circumstances and is valid, due and sufficient notice to the Settlement Class of the pendency of the action,
10 preliminary certification of the Settlement Class, the terms of the Settlement, procedures for objecting to
11 and requesting exclusion from the settlement, and the time and place of the Final Approval Hearing. The
12 proposed manner of class notice satisfies the requirements of due process, and complies with applicable
13 law, including California Code of Civil Procedure Section 382 and California Rule of Court 3.769. Class
14 Counsel shall proofread the Notice Packet for typos and fill in all blanks, including all highlighted dates,
15 addresses and/or websites prior to the mailing of the Notice Packet.

16 8. No later than **January 6, 2022 (twenty-one (21) days after entry of this order)**,
17 Defendant’s counsel shall provide the Settlement Administrator with the Class Data.

18 9. Before mailing the Notice Packet, the Settlement Administrator shall make a good-faith
19 attempt to obtain the most-current names and postal mail addresses for all potential Settlement Class
20 members to receive such postal mail, including reviewing the addresses with the National Change of
21 Address Database, and update the addresses contained on the Class List with the newly-found addresses,
22 if any. No later than **January 20, 2022 (ten (10) business days after the receipt of Class Data)**, the
23 Settlement Administrator shall mail **Exhibits A-C** to the Settlement Class via first-class regular U.S. Mail,
24 using the most current mailing address information available.

25 10. The deadline by which the Settlement Class must object, request to be excluded, or dispute
26 calculation of workweeks, shall be **45 calendar days** from the date of mailing of the initial Notice Packet
27 by the Settlement Administrator (or **March 6, 2022**) (“Notice Response Deadline”). Objections, Requests
28 for Exclusion, or disputes regarding calculation of workweeks, must be postmarked to the Settlement

1 Administrator by this date. All objection, request for exclusion, and dispute procedures are set forth in
2 the Settlement Agreement and Notice, and are summarized below.

3 11. In the event that subsequent to the first mailing of a Notice Packet and prior to the Notice
4 Response Deadline, that Notice Packet is returned to the Claims Administrator by the United States Postal
5 Service with a forwarding address for the recipient, the Claims Administrator shall re-mail the Notice
6 Packet to that address within **five (5) business days**, the Notice Packet will be deemed mailed as of the
7 date of re-mailing, the forwarding address shall be deemed the Updated Address for that Class Member,
8 and any responses from the Class Member (i.e., a dispute regarding calculation of Work Weeks, a Request
9 for Exclusion, or an objection) are due to the Claims Administrator by the **Notice Response Deadline or**
10 **within twenty-one (21) days from the date of re-mailing, whichever is later.**

11 12. **Requests for Exclusion:** Class Members who wish to be excluded from the Settlement
12 must submit a written Request for Exclusion to the Claims Administrator by the Notice Response Deadline
13 (as evidenced by the date of the postmark of the submission).⁵ The Request for Exclusion must be
14 submitted on the form attached as **Exhibit B** hereto and signed by the Class Member. Requests for
15 Exclusion must be made individually and cannot be made on behalf of a group or other Class Members.
16 If a Class Member submits a Request for Exclusion that fails to include all required information or that
17 cannot be verified by the Claims Administrator as being an authentic submission by the Class Member, it
18 will be considered invalid, and the Claims Administrator shall mail notification of the deficiency to the
19 Class Member within **five (5) business days** of receipt. The Class Member shall have until the **Notice**
20 **Response Deadline or twenty-one (21) days** from the date of the mailing of notification of the deficiency
21 (whichever is later), to cure any deficiencies, at which point their Request for Exclusion will be rejected
22 if not received and that Class Member will be mailed their share of the Net Settlement Amount (according
23 to the formulas set forth in the Settlement Agreement).

24 13. **Objections:** Class Members who do not request exclusion from the Class may object to
25 the Agreement by submitting copies of their written objections to the Claims Administrator (as evidenced
26 by the date of the postmark of the submission) by the Notice Response Deadline. This Notice Response

27 ⁵ Class Members who are also Private Attorneys General Act (“PAGA”) employees will receive their
28 portion of the PAGA settlement payment regardless of whether they request exclusion or object to the
Settlement.

1 Deadline applies to any objections notwithstanding any argument regarding alleged non-receipt of the
2 Notice Packet. Written objections should be signed by the Class Member and should: (1) state the
3 objecting Class Member's name, address, telephone number and the last four digits of his/her Social
4 Security number, (2) state the case name and number as follows: *Sephora Wage and Hour Cases*, Judicial
5 Council Coordinated Proceeding No. 4911, (3) state concisely each objection to the Settlement, (4) explain
6 the basis for each such objection, and (5) be dated. If the Class Member intends to use any document(s)
7 to support their objection, a copy of the document(s) should be included with the written objection at the
8 time of submission.

9 14. **Workweek Disputes:** In calculating each individual Class Member's share of the
10 settlement, Sephora's reasonably available records regarding the Work Weeks of Class Members shall be
11 presumed to be correct. Class Members will be provided with the individualized information upon which
12 their respective shares of the Net Settlement Amount will be based. Class Members who dispute Sephora's
13 records must submit a challenge in writing to the Claims Administrator and will bear the burden of proof,
14 i.e., a Class Member who fails to provide written documentation supporting a different number of Work
15 Weeks than that specified in their Notice will have their dispute denied. All such disputes must be
16 submitted to the Claims Administrator by the Notice Response Deadline (as evidenced by the date of the
17 postmark of the submission). Sephora will investigate the dispute and determine whether any correction
18 to the number of Work Weeks for the Class Member raising the dispute should be made. In no case will a
19 dispute regarding the number of Work Weeks result in a payment by Sephora in excess of the Gross
20 Settlement Amount.

21 15. Settlement Class members will have **one hundred and eighty (180) calendar days** from
22 the date of issuance of their settlement checks to negotiate their check. If any portion of the Net Settlement
23 Amount is not successfully distributed to Settlement Class members (i.e. checks are not cashed/negotiated
24 or checks are returned as undeliverable), then after the Void Date of the check, the Settlement
25 Administrator shall void the check and hold the unclaimed amount, which shall be returned to the Net
26 Settlement Amount.

27 16. All papers filed in support of plaintiffs' motion for attorneys' fees and costs, and a service
28 award, shall be filed by **February 18, 2022**. This date is at least fourteen (14) days prior to the deadline

1 for submitting objections. Class Counsel shall file their motion for final approval of the Class Action
2 Settlement and entry of a Final Approval Order and Judgment no later than **March 14, 2022 (16 court**
3 **days before the Final Approval hearing).**

4 17. A final approval hearing shall be held on **April 6, 2022, at 2:00 p.m.** in Department 613,
5 San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102, at which the Court will
6 determine whether the settlement should be finally approved as fair, reasonable and adequate to the
7 Settlement Class; whether the Final Approval Order and Judgment should be entered; whether Class
8 Counsel's Application for Attorneys' Fees and Costs should be approved; and whether any request for a
9 service award should be approved.

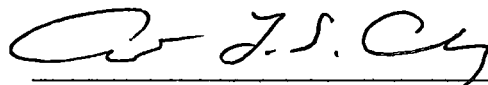
10 18. The Court reserves the right to modify the date of the Final Approval Hearing and related
11 deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by
12 Order of the Court without further notice to the Class Members.

13 19. If for any reason the Court does not approve the Settlement, it will be of no force or effect,
14 and the Parties shall be returned to their original respective positions.

15 20. Pending the final determination of whether the settlement should be approved, all
16 proceedings in this Action, except as may be necessary to implement the settlement or comply with the
17 terms of the settlement, are hereby stayed.

18
19 IT IS SO ORDERED.

20
21 Dated: December 16, 2021



22 ANDREW Y.S. CHENG
23 Judge of the Superior Court
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EXHIBIT A

1 **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

2 SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN FRANCISCO
3 IN RE SEPHORA WAGE AND HOUR CASES (CASE NO. CJC16004911.)

4 **ATTENTION: IF YOU WORKED AS A NON-EXEMPT EMPLOYEE**
5 **OF SEPHORA USA, INC. AT ANY CALIFORNIA SEPHORA**
6 **RETAIL LOCATION BETWEEN MAY 23, 2013 AND MAY 14, 2021,**
7 **INCLUSIVE, THEN YOU COULD GET A PAYMENT FROM THIS**
8 **SETTLEMENT.**

9 A Court authorized this notice. This is not a solicitation from a lawyer.

- 10 • If approved by the Court, the Settlement will provide \$12,750,000.00 to resolve claims of
11 approximately 13,775 individuals who were employed by defendant Sephora USA, Inc.
12 (“Sephora”) at its retail stores in California between May 23, 2013 and May 14, 2021, inclusive.
- 13 • Plaintiffs’ lawsuit alleges numerous claims against Sephora, including but not limited to that
14 Sephora did not properly compensate nonexempt retail employees for all hours worked (including
15 time spent in security inspections and complying with Sephora’s makeup/appearance and costume
16 maintenance policies), did not provide required meal and rest breaks, did not provide for overtime,
17 did not properly calculate overtime they contend was owed on certain non-discretionary bonuses
18 and issued payroll cards to some Class Members that did not comply with California law.
- 19 • The two sides disagree over whether there is liability for Plaintiffs’ claims, as well as how much
20 money, if any, could have been awarded at trial.
- 21 • Your legal rights are affected whether you act or don’t act. **READ THIS NOTICE**
22 **CAREFULLY!**

23 **OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT**

24 DO NOTHING	Get a payment in exchange for a release of covered legal claims.
25 UPDATE YOUR CONTACT INFORMATION	Update your contact information with CPT Group, Inc. so that future notices and settlement check(s) are sent to the correct address. Enclosed is a Change of Address Form that you can use to update your address. This should be returned via U.S. Mail to the Settlement Administrator at 50 Corporate Park Irvine CA 92606 . If you lose the form, then you may contact the Settlement Administrator or Class Counsel directly to provide your new address.
26 GO TO FINAL FAIRNESS HEARING	Attend the final approval hearing which will be held at _____ on _____ in department 613 of the San Francisco County Superior Court, located at _____.
27 EXCLUDE	Get <u>no</u> Individual Settlement payment.

<p>1 YOURSELF</p> <p>2</p> <p>3</p> <p>4</p>	<p>You may opt out of the settlement by submitting a Request for Exclusion by [date]. However, if you are a PAGA Employee and the Court grants final approval of the settlement, <u>you will still receive a share of the portion of the Net Settlement Amount allocated to the PAGA Employees and will be bound by the PAGA release provisions of the settlement, whether or not you submit a Request for Exclusion.</u></p>
<p>5 OBJECT</p>	<p>Tell the Court about why you don't like the Settlement.</p>
<p>6 DISPUTE</p> <p>7 "WORKWEEKS"</p> <p>8</p> <p>9</p> <p>10</p>	<p>Settlement amounts will be based on the number of weeks you worked in a covered position during the Class Period. If Sephora's records regarding your eligible workweeks are incorrect then you may dispute your workweeks by informing the Settlement Administrator CPT Group, Inc. See Section entitled "Defendant's Records Will be Presumed Correct But May Be Disputed."</p>

- **These rights and options – and the deadlines to exercise them- are explained in this notice.**
- **The Court handling this case still has to decide whether to approve the Settlement. Settlement payments will only be issued if the Court approves the Settlement and any appeals are resolved. Please be patient.**
- **Additional information is available by contacting Class Counsel or online at _____.**

WHAT IS THIS NOTICE?

16 **BASIC INFORMATION.....1**

17 1. Why did I get this notice?.....1

18 2. What is this lawsuit about?.....1

19 3. What is a class action lawsuit?.....3

20 4. Who is in the Settlement Class?.....3

21 5. Why is there a settlement?.....3

22 **THE SETTLEMENT BENEFITS.....**

23 6. What do I get?.....3

24 7. What am I giving up?.....4

25 **HOW TO GET A SETTLEMENT PAYMENT**

26 8. How do I get a settlement payment?.....5

27 9. When will I get my check?.....5

28 **EXCLUDING YOURSELF FROM THE SETTLEMENT**

10. How do I ask the Court to exclude me from the Settlement Class?.....5

11. If I exclude myself, can I get anything from the Settlement?.....5

12. If I don't exclude myself, can I sue later?.....6

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?.....6

14. How will the costs of the lawsuit and settlement be paid?.....6

OBJECTING TO THE SETTLEMENT

15. How do I object to the Settlement??.....6

16. What's the difference between objection and asking to be excluded?.....7

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THE COURT'S FINAL APPROVAL HEARING

17. When and where will the Court decide whether to approve the settlement?.....7
18. Do I have to come to the hearing?.....8
19. May I speak at the hearing?.....8

IF YOU DO NOTHING

20. What happens if I do nothing at all?.....8

GETTING MORE INFORMATION

21. How do I get more information?.....8

1 **BASIC INFORMATION**

2 **1. Why did I get this notice?**

3 Defendant Sephora USA, Inc.'s ("Sephora") records show that you were employed as a non-exempt
4 employee at one or more of its retail stores in California between May 23, 2013 and May 14, 2021,
5 inclusive. This date range is referred to as the "Class Period." This notice explains the lawsuit, the
Settlement, and your legal rights.

6 The lawsuit is known as *IN RE SEPHORA WAGE AND HOUR CASES* and is pending in the
7 Superior Court of California for the County of San Francisco. This proceeding arises from the
8 following four wage and hour class action lawsuits that were coordinated together in San Francisco
9 County Superior Court and assigned case number CJC-16-004911: (1) *Alyssa Burnthorne-Martinez*
10 *v. Sephora USA, Inc.*, San Francisco County Superior Court Case No. CGC-16-550894) [filed
11 March 10, 2016]; (2) *Rose Provencio v. Sephora USA, Inc.*, Santa Clara Superior Court Case No.
16-CV-294112 [filed April 20, 2016]; (3) *Hernandez and Morales v. Sephora USA, Inc.*, San
12 Francisco Superior Court (Case No. CGC-17-557031) [filed February 19, 2017]; and (4) *Duran v.*
13 *Sephora USA, Inc.* San Francisco Superior Court (Case No. CGC-17-561452) [filed September 22,
14 2017].

12 **What is this lawsuit about?**

13 The lawsuit involves claims under California's wage and hour laws. Plaintiffs worked as nonexempt
14 employees at Sephora retail locations within the Class Period. They allege numerous claims against
15 Sephora, including but not limited to that Sephora did not properly compensate class members for
16 all hours worked (including time spent in security inspections and complying with Sephora's
17 makeup/appearance and costume maintenance policies) did not provide required meal and rest
breaks, did not provide for overtime, did not properly calculate overtime they contend was owed on
certain non-discretionary bonuses and issued payroll cards to some Class Members that did not
comply with California law.

18 Collectively, the Plaintiffs' complaints allege claims on behalf of themselves, individually, and on
19 behalf of the Class Members for wage and hour violations, including: (1) Failure to Pay Wages;
20 (Labor Code §§ 510, 1194, 1197); (2) Failure to Provide Lawful Meal and Rest Periods (Labor Code
21 §§ 226.7 and 512); (3) Failure to Pay Wages On Termination (Labor Code § 203); (4) Failure to
22 Provide Accurate Itemized Wage Statements (Labor Code § 226); (5) Failure to Reimburse Business
23 Expenses (Labor Code § 2802); (6) Failure to Keep or Provide Accurate Records; (7) Reporting Time
24 Violations; (8) Violations of, and/or claims for Interest, Costs, Attorneys' Fees, and/or Civil, Statutory,
25 or other Penalties under, California Labor Code Sections 201-204, 210, 212-213, 215-216, 218.5,
26 218.6, 219, 221, 223-226, 226.6, 226.7, 245-249, 256, 354, 408, 432, 510, 512, 552-553, 558, 1174-
27 1175, 1194, 1197-1199, 1770-1771, 1774, 2698-2699, 2802, 2926-2927, and/or California Code of
Civil Procedure Section 1021.5; (9) Violations of any and all relevant municipal code sections,
including, but not limited to, San Jose Municipal Code § 4.100 *et. seq.*; (10) Violations of all
applicable, or allegedly applicable Wage Orders including, but not limited to Wage Orders 4, 7, and
16 (Cal. Code Regs. tit. 8, §§ 11040, 11160, and 11070); (11) Unfair Business Practices Under the
Unfair Competition Law (Business and Professions Code § 17200 *et seq.*); and (12) Claims under the
California Private Attorneys General Act ("PAGA") (Labor Code §§ 2698 *et seq.*).

28 Defendant denies engaging in any wrongful conduct or that it violated the law in any way and

1 believes that Plaintiffs and the Settlement Class were properly compensated including final wages.

2 Both Plaintiffs and Defendant believe that the Settlement is fair, adequate, and reasonable, and that
3 it is in the best interest of the members of the Settlement Class.

4 **What is a class action lawsuit?**

5 In a class action, one or more people called the “Plaintiff” or “Plaintiffs” (in this case, Alyssa
6 Burthorne-Martinez, Jessica Duran, Lacey Hernandez, Brenda Morales, and Rose Provencio) sue
7 on behalf of people who have similar alleged claims. All of these similar people are a “class” or
8 “class members.” The Court resolves the issues for all class members, except for those who exclude
9 themselves from the class. On XXXX, the Court certified the class for purposes of settlement only.

10 **Who is in the Settlement Class?**

11 “Settlement Class Members” or “Settlement Class” means all individuals who were employed by
12 defendant Sephora at their retail stores in California (“Class Members”) at any time between May
13 23, 2013 and May 14, 2021, inclusive (“Class Period”).

14 **Why is there a settlement?**

15 After conducting a substantial investigation, including review of policies, payroll records and
16 personnel files, both sides agreed to the Settlement to avoid the cost and risk of further litigation.
17 The Settlement does not mean that any law was broken. Defendant denies all of the claims asserted
18 in the Action and denies that it has violated any laws. Plaintiffs and their lawyers think the
19 Settlement is in the best interests of all Settlement Class Members.

20 **THE SETTLEMENT BENEFITS**

21 **2. What do I get?**

22 Under the proposed Settlement Defendant has agreed to pay a Gross Settlement Amount of
23 \$12,750,000.00. This Maximum Settlement Amount will be used to pay Plaintiffs’ attorneys’ fees
24 (not to exceed 33 1/3% of the Maximum Settlement Amount, *i.e.*, \$4,250,000.00) and actual
25 litigation costs (estimated at \$264,952.66), half of the employer-side payroll taxes (estimated at
26 \$94,238.46), a Class Representative Enhancement Award to each of the Plaintiffs (not tied to Plaintiffs’
27 general releases, and not to exceed \$20,000.00 each), a payment of \$375,000.00 to the Labor and
28 Workforce Development Agency (“LWDA”) for alleged penalties under the Private Attorneys General Act
29 (“PAGA”), and the fees and expenses of the Settlement Administrator CPT Group, Inc. (capped at
30 \$70,000.00). The remainder, referred to as the Net Settlement Amount, will be distributed in full to
31 participating Class Members.

NOTE: The Court may award *less* than is being applied for in attorney’s fees and litigation costs,
class representative Enhancement Awards, and for the payment to the LWDA under PAGA. If lesser
amounts are awarded, the difference will be distributed to Settlement Class Members as part of the
Net Settlement Amount.

1 **PAGA Settlement Payment**

2 The employees shall first share \$125,000.00 (i.e., 25% of the \$500,000 total amount allocated to the
3 PAGA claim) which shall be split amongst all Class Members that worked for Sephora between
4 March 7, 2015 through May 14, 2021, inclusive (the "PAGA Period"). This payment will be
5 distributed to Class Members based on the number of Work Weeks worked for Defendant in a class
6 position during the PAGA Period relative to the total number of Work Weeks worked by all Class
7 Members during the PAGA Period.

8 According to Defendant's records, you worked for _____ weeks in a covered position during the
9 PAGA Period. Based on these dates, your portion of the PAGA settlement payment is estimated to
10 be at least \$ _____.

11 Class Members will receive their portion of the PAGA settlement payment regardless of whether
12 they request exclusion or object to the Settlement. This payment shall be reported as penalties and
13 reported by IRS Form 1099.

14 **Individual Settlement Payment**

15 Class Members who do not submit a timely request for exclusion will receive an additional
16 individual Settlement along with the PAGA Settlement Payment described above.

17 The Net Settlement Amount will be distributed to Settlement Class Members based on the number
18 of Work Weeks worked for Defendant in covered positions during the Class Period relative to the
19 total number of Workweeks worked by all Settlement Class Members during the Class Period.

20 **According to Defendant's records, you worked for _____ weeks in a covered position during**
21 **the Class Period. Based on these dates, your Individual Settlement Award is estimated to be**
22 **at least \$ _____.** Your actual Individual Settlement Award may be for more than this
23 amount depending on the number of Settlement Class Members who participate and/or request to
24 opt out of the Settlement.

25 The parties have agreed that one-third (33-1/3%) of each Settlement Class Member's Individual
26 Settlement Payment shall be treated as wages (reported on IRS Form W-2) and two-thirds (66-2/3%)
27 equally as interest and penalties (reported on IRS Form 1099). The employee's share of payroll
28 taxes (FICA, EDD) shall be withheld from the W2 wage payment.

29 Class Members will receive their portion of the PAGA settlement payment regardless of whether
30 they request exclusion or object to the Settlement. PAGA payments are not wages and shall be
31 reported as penalties on 1099.

32 **Defendant's Records Will be Presumed Correct But May Be Disputed**

33 Defendant's records regarding workweeks, as set forth above, shall be presumed correct, unless
34 evidence to the contrary is timely submitted to the Settlement Administrator. *See* Section 6 for the
35 Settlement Administrator's Contact Information. Class Members who disagree with Defendant's
36 records of their workweeks total, as presented above, must notify the Settlement Administrator of
37 the dispute, and submit documentation to support their claimed dates of employment (such as,
38 without limitation, payroll or time keeping records or paycheck stubs). The dispute must be received
by [RESPONSE DEADLINE] or else it will be disregarded and you will be paid according to the
dates listed in Defendant's records.

NOTE: A Class Member can only dispute his/her workweeks outside the PAGA Period if he/she

1 does not exclude himself/herself from the Settlement. If there is a dispute, the Settlement
2 Administrator will consult with the Parties to determine whether an adjustment is warranted. The
3 Parties shall engage in a good faith effort to reach an agreement as to whether an adjustment for the
4 Class Member is warranted and, if the Parties are unable to reach an agreement, the determination
5 of the Settlement Administrator shall be deemed final.

3. What am I giving up?

6 If the Settlement is approved then Plaintiffs and each member of the Settlement Class who do
7 not submit a timely Request for Exclusion form (*see* response to Question 6 below) shall be
8 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,
9 relinquished, and discharged the Released Parties from the following claims, which pursuant to
10 the Agreement are being released through and including the dates of the Class Period: all wage
11 and hour class claims which were or could have been brought based on the factual allegations
12 contained in the Complaint(s) filed in the Lawsuit, including but not limited to the: (1) Failure to
13 Pay Wages and Overtime; (2) Failure to Provide Lawful Meal and Rest Periods; (3) Failure to Pay
14 Wages on Resignation or Termination; (4) Failure to Provide Accurate Itemized Wage Statements;
15 (5) Failure to Reimburse Business Expenses; (6) Failure to Keep or Provide Accurate Records; (7)
16 Reporting Time Violations; (8) Violations of, and/or claims for Interest, Costs, Attorneys' Fees,
17 and/or Civil, Statutory, or other Penalties under, California Labor Code Sections 201-204, 210,
18 212-213, 215-216, 218.5, 218.6, 219, 221, 223-226, 226.6, 226.7, 245-249, 256, 354, 408, 432,
19 510, 512, 552-553, 558, 1174-1175, 1194, 1197-1199, 1770-1771, 1774, 2698-2699, 2802, 2926-
20 2927, and/or California Code of Civil Procedure Section 1021.5; (9) Violations of any and all
21 relevant municipal code sections, including, but not limited to, San Jose Municipal Code § 4.100
22 *et. seq.*; (10) Violations of all applicable, or allegedly applicable Wage Orders including, but not
23 limited to Wage Orders 4, 7, and 16 (Cal. Code Regs. tit. 8, §§ 11040, 11160, and 11070); (11)
24 Unfair Business Practices Under the Unfair Competition Law (Business and Professions Code §
25 17200 *et seq.*); (12) Claims under the California Private Attorneys General Act; and (13) Claims
26 under the Fair Labor Standards Act; and any wages, commissions, bonuses, overtime, meal and
27 rest break premiums, unreimbursed expenses, damages, penalties, interest, punitive damages,
28 liquidated damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting
based on or related to the above claims (the "Released Claims"). The Released Claims expressly
exclude all unrelated claims including but not limited to claims for retaliation, discrimination,
unemployment insurance, disability, workers' compensation, and claims outside the Class
Period.

All Class Members shall be bound by this release unless they formally request exclusion from
this Settlement by submitting the enclosed Request for Exclusion form by [**RESPONSE
DEADLINE**]. To request exclusion please complete and submit the enclosed Request for
Exclusion Form. *See* Section 6 if this Notice for more information requests for exclusion.
However, if you are a PAGA Employee and the Court grants final approval of the settlement,
you will still receive a share of the portion of the Net Settlement Amount allocated to the PAGA
Employees and will be bound by the PAGA release provisions of the settlement, whether or not
you submit a Request for Exclusion.

1 **HOW TO GET A SETTLEMENT PAYMENT**

2 **4. How do I get a settlement payment?**

3 You need not do anything in order to receive a PAGA Settlement Payment or individual Settlement
4 Payment from this Settlement. If you do not make a timely request to be excluded then, provided
5 the Settlement is approved by the Court, you will be sent both settlement payment(s) (to the extent
you are eligible) at the address where this Notice was mailed.

6 **IMPORTANT: If this was sent to the wrong address, or you move before receiving all
7 settlement checks and tax return documents, then it is very important that you provide a
8 forwarding address to the Settlement Administrator!** Otherwise, your settlement check(s) and/or
your tax return documentation could be sent to the wrong address.

9 Enclosed is a **Change of Address Form** that you can use to update your address. This should be
10 returned to the Settlement Administrator at the address included herein. If you lose the form you
may contact the Settlement Administrator or Class Counsel directly to provide your new address.

11 **5. When will I get my check?**

12 If the Court approves the Settlement Defendant will be required to fund the \$12,750,000.00 Maximum
13 Settlement Amount within 10 business days of the Effective Date of the Settlement. The Settlement
14 Administrator will issue settlement payment(s) within 25 business days of the Effective Date of the
Settlement.

15 The “Effective Date” is defined as the date on which the Court’s Final Approval Order becomes final.
16 The Court’s Final Approval Order “becomes final” upon the last to occur of the following: (a) the date
17 of final affirmance on appeal of the Judgment; (b) the date of final dismissal of any appeal from the
18 Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed,
the expiration date of the time for the filing or noticing of any appeal from the Court’s Judgment.

19 Please be advised that you will only have 180 days from the date that the check is issued to cash it.
20 This is why it is so important to ensure the Settlement Administrator has your most up to date contact
21 information. If Class Members fail to cash their settlement checks within 180 days, the checks will
22 be cancelled and the respective funds will be redistributed to those Class Members who cashed their
23 checks. These checks will likewise be cancelled if not deposited within 180 days of issuance. Funds
from uncashed checks in the second distribution shall be sent to a Court-approved non-profit
24 organization. The Parties have proposed that the Legal Aid At Work (<https://legalaidatwork.org/>) be
appointed as *cy pres* for this purpose. No money will revert to Defendant.

24 **EXCLUDING YOURSELF FROM THE SETTLEMENT**

25 **6. How do I ask the Court to exclude me from the Settlement Class?**

26 If you do not want to participate in the Settlement (“opt out” or “request to be excluded”), you must
27 complete, sign, and return the enclosed **Request for Exclusion Form**. Class Members who timely
28 request exclusion will no longer be eligible to receive an individual Settlement Award but will also
not be bound by the release of claims in the Settlement. Class Members cannot, however, seek

1 exclusion from the PAGA component of the Settlement and will receive a PAGA Settlement
2 Payment even if they submit a timely request for exclusion, to the extent they worked during the
3 PAGA Period.

4 In order to be valid, your Request for Exclusion Form must be completed, signed, dated, and mailed
5 by First Class U.S. Mail, or the equivalent, postmarked no later than [+45 days from date of
6 mailing] to the Settlement Administrator:

7 **CPT Group, Inc.**
8 **50 Corporate Park**
9 **Irvine CA 92606**
10 **(XXX) XXX-XXXX**

11 Requests that do not include all required information and/or that are not timely will be deemed null,
12 void, and ineffective. Class Members who fail to submit a valid and timely Request for Exclusion
13 Form on or before [RESPONSE DEADLINE] shall be converted to Settlement Class Members,
14 bound by all terms of the Settlement, and any Final Judgment entered in the Action if the Settlement
15 is approved by the Court.

16 **7. If I exclude myself, can I get anything from the settlement?**

17 *Yes. If you exclude yourself now using the enclosed Request for Exclusion Form you will still*
18 *get a pro rata share of the PAGA Settlement Payment if you are eligible for one. You will not*
19 *get an Individual Settlement Payment and you will not be bound by the non-PAGA component*
20 *of the Settlement.*

21 **8. If I don't exclude myself, can I sue later?**

22 No. Unless you exclude yourself, you give up the right to sue Defendant for the claims in this
23 lawsuit that are released by the Settlement. You must exclude yourself from the Settlement Class
24 to start or continue your own lawsuit.

25 **THE LAWYERS REPRESENTING YOU**

26 **9. Do I have a lawyer in this case?**

27 The Court has appointed six law firms to act as Class Counsel. They represent the named Plaintiffs
28 and the Settlement Class Members in this lawsuit. Their contact information is listed in Paragraph
29 21 ("Getting More Information").

30 **OBJECTING TO THE SETTLEMENT**

31 **10. How do I object to the Settlement?**

32 If you do not think the Settlement is fair then you may object to the proposed settlement in writing
33 and/or you may appear at the Final Approval Hearing [on date/time] at your expense: in person,
34 telephonically, or through an attorney. **Anyone wishing to appear at the final approval hearing**
35 **to discuss concerns or objections to the Settlement shall be permitted to do so, whether or not**

1 **they submit a written objection as set forth below.**

2 Only Class Members who do not request exclusion from the Class may object to the Agreement.

3 Written objections should be signed by the Class Member and should: (1) state the objecting Class
4 Member's name, address, telephone number and the last four digits of his/her Social Security
5 number, (2) state the case name and number as follows: In Re Sephora Wage and Hour Cases,
6 Judicial Council Coordinated Proceeding No. 4911, (3) state concisely each objection to the
7 Settlement, (4) explain the basis for each such objection, and (5) be dated. If the Class Member
8 intends to use any document(s) to support his or her objection, a copy of the document(s) should be
9 included with the written objection at the time of submission. Submitting an objection to this
10 Settlement does not affect the Class Members' right to obtain the benefits of this Settlement. If a
11 class member submits a written objection that fails to include the information described above, or
12 the information appears to be incomplete, inaccurate, or otherwise deficient, the Claims
13 Administrator will notify the class member in writing [WITHIN X DAYS] of receiving the
14 objections, identifying said deficiencies. The class member must cure any deficiency and return to
15 the document to the Claims Administrator in the manner described in [section fill in] by [DATE].

16 Written objections must be submitted to the Claims Administrator (at the address set forth in Section
17 6) by [DATE (45 days from date of notice mailing)]. In order to be timely, the mailed Written
18 Objection must be postmarked on or before the above date. DO NOT FILE YOUR OBJECTION OR
19 ANY OTHER DOCUMENTS WITH THE COURT. This deadline applies even if a class member
20 has submitted an Objection and has been notified of a deficiency. The cured Objection must be
21 resubmitted by the above date.

22 If you opt out of the Settlement, you may not object. You must be a Settlement Class Member in
23 order to object to the Settlement. Any Settlement Class Member who submits an objection remains
24 eligible to get paid from the Settlement so long as they did not request to be excluded from the
25 Settlement.

26 **11. What's the difference between objecting and asking to be excluded?**

27 Objecting is simply telling the Court you do not like something about the Settlement. Excluding
28 yourself is telling the Court that you do not want to be part of the Settlement.

29 **THE COURT'S FINAL APPROVAL HEARING**

30 The Court will hold a hearing on [date/time] to decide whether to finally approve the settlement.
31 Whether you have submitted an objection or not you may attend and you may ask to speak, but you
32 don't have to. See Section 11 for more details.

33 **12. When and where will the Court decide whether to approve the settlement?**

34 The Court will hold a Final Approval Hearing on [insert time/date] in Department 613 at the
35 Superior Court of California for the County of San Francisco, located at **400 McAllister Street, San
36 Francisco, CA 94102**. The hearing may be moved to a different date and/or time without additional
37 notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and
38 adequate. If there are objections, the Court will consider them. You do not need to attend the hearing

1 but are free to do so if you wish. The Court will also decide how much to pay Class Counsel. After
2 the hearing, the Court will decide whether to approve the Settlement. We do not know how long
3 these decisions will take.

4 **13. Do I have to come to the hearing?**

5 No. Class Counsel will answer any questions the Judge may have but you are welcome to come.
6 Due to the COVID-19 pandemic, many hearings are currently being conducted remotely with the
7 assistance of a third-party service provider, CourtCall. Class members who wish to appear at the
8 final fairness hearing on [date/time] should contact Class Counsel to arrange a telephonic
9 appearance through CourtCall, at least five days before the hearing if possible. **Any CourtCall fees
10 for an appearance by an objecting class member will be paid by Class Counsel.**

11 If you send a written objection, you don't have to come to Court to talk about it. As long as you
12 mailed your written objection on time, the Court will consider it. You may also pay (at your own
13 expense) a lawyer to attend, but it is not required.

14 **14. May I speak at the hearing?**

15 **Anyone wishing to appear at the final approval hearing on [date/time] to discuss concerns or
16 objections to the Settlement shall be permitted to do so, whether or not they submit a written
17 objection as set forth above.** Class Members, or their attorneys, intending to make an appearance at
18 the final approval hearing are encouraged, but are not required, to state this intention in their written
19 objection, if any, which should be delivered to the Claims Administrator by [DATE (45 days from
20 date of notice mailing)].

21 **IF YOU DO NOTHING**

22 **15. What happens if I do nothing at all?**

23 If you do nothing and the Settlement is approved, you will bound by the release of claims described
24 in this notice and will receive settlement payment(s).

25 **GETTING MORE INFORMATION**

26 **16. How do I get more information?**

27 The above is a summary of the basic terms of the Settlement. For the precise terms and conditions
28 of the Settlement, and to review the Settlement documents and court filings, as well as Orders issued
by the Court thereon, please go to www.sephorawagesettlement.com. There you can find the
operative complaints (*Burnthorne-Martinez v. SEPHORA USA, Inc.* (San Francisco CGC-16-55-
0894); *Provencio v. SEPHORA USA, Inc.* (Santa Clara 16CV294112); *Hernandez et al. v.*
SEPHORA USA, Inc. (San Francisco CGC-17-557031); and *Duran v. Sephora USA, Inc.* (San
Francisco CGC-17-561452)); this Notice, the Settlement Agreement, the Court's Preliminary
Approval Order, and all filings made in this matter relating to settlement approval, including all
tentative rulings, orders, and (once final approval is granted) all documents, orders, and judgment
related to final approval of the Settlement. (Copies can also be requested from Class Counsel.)

1 The pleadings and other records in the Action, including the proposed Settlement, may also be
2 examined at any time during regular business hours at the Office of the Clerk of Court for the
3 Superior Court of California, County of San Francisco, 400 McAllister Street, San Francisco, CA
4 94102. You may also review most of the filings, including the Motion for Preliminary Approval of
5 the proposed Settlement, and the Settlement itself on the Court's website which is located at
6 https://www.scsccourt.org/online_services.shtml and clicking on "Online Services" and searching
7 for case number CJC16004911. There may be a small fee to download documents.

8 If you want additional information about the Action and its proceedings, or copies of settlement
9 paperwork, then you may also contact Class Counsel:

10 Kevin R. Allen, SBN 237994
11 ALLEN ATTORNEY GROUP PC
12 2121 N. California Blvd, Suite 290
13 Walnut Creek, CA 94596
14 Tel. (925) 695-4913
15 Fax (925) 334-7477
16 kevin@allenattorneygroup.com

17 *Attorneys for Plaintiff*
18 **ROSE PROVENCIO**

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22 thomas@setarehlaw.com
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24 9665 Wilshire Boulevard, Suite 430
25 Beverly Hills, California 90212
26 Telephone: (310) 888-7771
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E-mail: djp@calemploymentcounsel.com

Attorneys for Plaintiff
JESSICA DURAN

EXHIBIT B

Sephora Wage and Hour Class Administration
SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN FRANCISCO
IN RE SEPHORA WAGE AND HOUR CASES (CASE NO. CJC16004911.)

REQUEST FOR EXCLUSION FROM CLASS
SETTLEMENT

To exclude yourself from the proposed Class Action Settlement, please fill out this form in its entirety. Write your name and address below, sign this form, and return this postcard in the envelope provided no later than [DATE (45 DAYS FROM NOTICE MAILING)]

NOTE: ONLY RETURN THIS POSTCARD IF WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU EXCLUDE YOURSELF YOU CANNOT OBJECT AND WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT AWARD. YOU CANNOT EXCLUDE YOURSELF FROM THE PAGA PORTION OF THE SETTLEMENT AND WILL RECEIVE A PAGA PAYMENT EVEN IF YOU EXCLUDE YOURSELF FROM THE CLASS ACTION SETTLEMENT.

Name: _____

Address: _____

Signature _____

EXHIBIT C

Sephora Wage and Hour Class Administration
SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN FRANCISCO
IN RE SEPHORA WAGE AND HOUR CASES (CASE NO. CJC16004911.)

CHANGE OF ADDRESS FORM

Please use this form if your Notice was sent to the wrong address, or you move before receiving your settlement checks and tax return documents. *FAILURE MAY RESULT IN YOUR CHECKS AND TAX RETURN DOCUMENTS BEING SENT TO THE WRONG ADDRESS.*

Name: _____

Address: _____

Signature _____

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, CLARK BANAYAD, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On December 16, 2021, I electronically served the ATTACHED DOCUMENT(S) via File&ServeXpress on the recipients designated on the Transaction Receipt located on the File&ServeXpress website.

Dated: December 16, 2021

T. Michael Yuen, Clerk

By:



CLARK BANAYAD, Deputy Clerk