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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

03/14/2022
Clerk of the Court
BY: JUDITH NUNEZ
Deputy Clerk

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

13 **(UNLIMITED JURISDICTION)**

14 COORDINATED PROCEEDINGS SPECIAL
15 TITLE [RULE 3.550]

Judicial Counsel Coordinated Proceeding
No. 4911

16 SEPHORA WAGE AND HOUR CASES

CLASS ACTION

17 Included actions:

18 *Burnthorne-Martinez v. SEPHORA USA, Inc.*
19 (San Francisco OGC-16-55-894)

20 *Provencio v. SEPHORA USA, Inc.*
21 (Santa Clara 16CV294112)

22 *Hernandez et al. v. SEPHORA USA, Inc.*
23 (San Francisco OGC-17-557031)

24 *Duran v. Sephora USA, Inc.*
25 (San Francisco CGC-17-561452)

**DECLARATION OF KEVIN R. ALLEN
IN SUPPORT OF COORDINATED
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 6, 2022

Time: 2:00 p.m.

Judge: Hon. Andrew Y.S. Chang

Dept.: 613

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Attorneys for Representative Plaintiffs Lacey Hernandez, Brenda Morales
and the Plaintiff Class

1 I, KEVIN R. ALLEN, declare as follows:

2 1. I am the Owner and Principal of Allen Attorney Group PC, an attorney-at-law
3 licensed and admitted to practice before the courts of the State of California, and am an attorney-
4 of-record in this action for Plaintiff Rose Provencio and Settlement Class she represents in her
5 lawsuit against defendant Sephora USA, Inc.

6 2. I have personal knowledge of the facts in this Declaration and, if called as a witness,
7 I could and would testify competently thereto. I make this Declaration in support of Plaintiffs'
8 Motion for Final Approval of Class Action Settlement.

9 3. The Parties to the above-referenced class action have reached a proposed class
10 action settlement. Attached hereto as **Exhibit "1"** is a true and correct copy of the Parties'
11 proposed First Amended Class Action Settlement and Agreement ("Settlement Agreement" or
12 "Settlement") which was executed by all Parties on or about November 11, 2021. Plaintiffs and
13 their counsel believe that the Settlement is within the range of reasonableness and in the best
14 interest of the Class Members in light of all facts and circumstances, including the risk of
15 significant delay and Defendant's substantive and procedural defenses.

16 **BACKGROUND**

17 4. Plaintiffs worked at one or more of Sephora's retail store locations in California.
18 Each retail Sephora location is staffed with between 20 and 100 nonexempt employees, which
19 Sephora refers to as "Cast Members." Cast Members could access the Sephora intranet which is
20 where Sephora houses its time keeping system and policy memorandums including, its employee
21 handbook. The employee handbook is the primary source of company policy.

22 5. Plaintiffs' unpaid wage claim arises from three of Sephora's employment policies.

23 6. First, Sephora's security inspection policy required employees who left the store for
24 a break or at the end of their shift to submit to a security inspection by the manager on duty. The
25 security inspection occurred after the Cast Member clocked out of Sephora's time keeping system.
26 Prior to July 2015 Sephora did not compensate employees for the time spent being subjected to the
27 security inspection. In July 2015 Sephora started automatically paying Cast Members an additional
28 three minutes through its payroll system for each shift. Plaintiffs allege that members of the

1 certified Class(es) were not properly compensated for all time spent in off the clock security
2 inspections, even during the period when they were receiving the additional three minutes of pay
3 per shift. [On January 29, 2019, the Court signed an Order certifying two Classes and ten
4 subclasses. To address the change in policy, and the additional three minutes pay after July 2015,
5 the Court certified a subclass of employees who worked before July 2015 and a subclass of
6 employees who worked after that date.]

7 7. Second, Plaintiffs allege that Sephora's appearance policy required female class
8 members to apply makeup prior to their shift without compensating them for the time spent doing
9 so. In July 2016 the appearance and makeup policy was revised to so that compliance with the
10 makeup policy was no longer mandatory and worded more as a suggestion. Plaintiffs allege that
11 Sephora violated California law by not compensating Class Members for time spent complying
12 with this policy.

13 8. Third, Sephora provided putative class members with a solid black uniform, which
14 Sephora referred to as the "costume." Sephora required employees to wash and maintain the
15 costumes but did not compensate them for the time spent cleaning or maintaining the costumes.
16 Plaintiffs allege that this was compensable time since the costume required specialized care due to
17 its color and the material used.

18 9. Sephora compensated some employees via pay cards. Plaintiffs allege that Class
19 Members were charged fees in order to access the funds held on the card in violation of California
20 law.

21 10. Plaintiffs also allege that Sephora failed to pay overtime on certain nondiscretionary
22 bonuses. Under the Bonus Plans, class members were eligible for a percentage of their monthly
23 base earnings paid in the bonus period. Prior to July 2014, Sephora paid the bonuses out on a
24 monthly and quarterly basis without paying overtime premiums on the bonus payments as required
25 by law. [After July 2014, Sephora started performing the recalculation described above and started
26 paying the additional sum, which is now referred to as "WHOT" or "Wage and Hour" entry on the
27 pay stub.] Plaintiffs also allege that Class Members were provided inaccurate wage statement
28 penalties since the statements did not reflect the additional bonus related overtime premiums that

1 were owed.

2 **PROCEDURAL HISTORY AND SETTLEMENT NEGOTIATIONS**

3 11. On March 10, 2016, Plaintiff Alyssa Burnthorne-Martinez filed her complaint in
4 San Francisco County Superior Court (“Burnthorne-Martinez matter”). On April 14, 2016, she
5 filed a First Amended Complaint adding a claim for penalties under the Private Attorneys General
6 Act (“PAGA”).

7 12. On April 20, 2016 Plaintiff Rose Provencio filed her complaint in Santa Clara
8 County Superior Court (“Provencio matter”). She had worked for Sephora at several retail
9 locations. She held the positions of cashier, color consultant, and personal beauty consultant.

10 13. On September 20, 2016, Plaintiffs Lacey-Hernandez and Brenda Morales filed their
11 complaint (“Hernandez/Morales matter”) in U.S. District Court for the Northern District of
12 California. The Hernandez/Morales plaintiffs dismissed their state court claims from the federal
13 complaint, and refiled those state court claims in the San Francisco County Superior Court on
14 February 9, 2017.

15 14. Plaintiff Duran filed her original complaint in the U.S. District Court, for the
16 Northern District of California on March 9, 2017. The Complaint was dismissed on September 18,
17 2017, the Court finding that “state law claims predominated over the federal claim.” Duran
18 proceeded to file her class action complaint in the San Francisco County Superior Court on
19 September 22, 2017 (“Duran Matter”).

20 15. The four separate matters were subsequently coordinated in front of the San
21 Francisco County Superior Court who presided over the earliest filed *Burthorne-Martinez* matter.
22 The coordinated proceeding was assigned JCCP Case No. JCCP04911.

23 16. Through their operative complaints Plaintiffs collectively sought unpaid wages,
24 statutory penalties, interest, attorneys' fees and costs arising from Defendant’s (1) Failure to Pay
25 Wages; (Labor Code §§ 510, 1194, 1197); (2) Failure to Provide Lawful Meal and Rest Periods
26 (Labor Code §§ 226.7 and 512); (3) Failure to Pay Wages On Termination (Labor Code § 203); (4)
27 Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226); (5) Failure to
28 Reimburse Business Expenses (Labor Code § 2802); (6) Failure to Keep and Provide Accurate

1 Records; (7) Failure to Pay Sick Pay; (8) Reporting Time Violations; (8) Violation of Labor Code
2 Section 212 and 213; (7) Unfair Business Practices Under the Unfair Competition Law (Business
3 & Professions Code §§ 17200 *et seq.*); and, (8) Recovery Under the Private Attorney General Act
4 (“PAGA”) (Labor Code §§ 2698 *et seq.*).

5 17. In 2017 and 2018, the Parties conducted exhaustive pre-certification discovery that
6 included multiple sets of written discovery (some of which had been propounded and even
7 responded to prior to the four matters being coordinated). Defendant eventually deposed each of
8 the named Plaintiffs. Plaintiffs deposed two of Defendant's persons most knowledgeable who
9 covered sixty-three topics germane to the claims in the coordinated proceeding. Plaintiffs received
10 a class list in early 2018. Defendant initially objected to producing a class list and the Parties
11 submitted the dispute to the Court, which held a discovery conference. After receiving feedback
12 from the Court, the Parties stipulated to a *Belaire-West* opt out privacy notice which was approved
13 by the Court and administered by CPT Group, Inc. Plaintiffs’ Counsel thereafter interviewed
14 dozens of class members regarding the claims in the complaint.

15 18. On April 5, 2018, Plaintiffs filed a Motion for Class Certification covering claims in
16 all four of the coordinated actions. There was extensive briefing over six months which included
17 opposition briefs, reply briefs, trial plans, and multiple supplemental filings. The Parties also
18 deposed at least a dozen Class Members and, on June 14, 2018, Plaintiffs’ counsel deposed
19 Defendant’s expert Robert Crandall.

20 19. On October 11, 2018, the Court indicated it was granting in part Plaintiffs' motion
21 for class certification. Following additional supplemental briefing, on January 29, 2019, the Court
22 signed an Order certifying two Classes and ten subclasses.

23 20. Following certification, the Parties conducted extensive merits-based discovery.
24 This included written discovery as well as an additional person most knowledgeable deposition. As
25 part of merits discovery, Defendant was required to produce time and payroll data for the entire
26 class (over Defendant’s objections).

27 21. In late 2019, Plaintiffs retained expert witnesses in order to design and conduct a
28 survey and calculate damages on the certified claims. This included Jeffrey Petersen (Allman &

1 Petersen Economics, LLC) who designed the survey, Bill Davis and Davis Research LLC who
2 administered the survey to 537 Class Members, as well as Dr. Dwight Steward (EmployStats) who
3 calculated the amount of damages owed on each claim. The survey included the following topics:
4 (1) The amount of time spent in security checks; (2) The amount of time spent handwashing,
5 ironing and dry-cleaning Sephora provided work clothes; and (3) The amount of time spent
6 applying makeup prior to the start of a work shift and during work shifts. The survey was designed
7 to ensure it was scientific reliable. The experts prepared the survey, analyzed the survey results,
8 and calculated damages.

9 22. In June and July 2020, Defendant deposed Plaintiffs' expert survey witnesses who
10 designed the survey (Jeffrey Petersen) and the expert who oversaw its implementation (Dwight
11 Steward of EmployStats).

12 23. On August 7, 2020, Plaintiffs filed a Motion for Summary Adjudication covering
13 eleven issues/claims/defenses. On that same date, Defendant filed a Motion for Summary
14 Judgment/Adjudication, a Motion for Decertification, and a Motion in Limine Regarding Plaintiffs'
15 PAGA claims (and/or Pretrial Motion to Strike).

16 24. On August 24, 2020, the Court granted the Parties' stipulation to extend the briefing
17 schedule on the dispositive motions so as to accommodate a private mediation session with David
18 A. Rotman of Mediated Negotiations.

19 25. On November 11, 2020, the parties participated in a full day, very contentious,
20 session with Mr. Rotman. The matter did not resolve at the initial mediation session, but the Parties
21 continued to work through Mr. Rotman in an attempt to reach a class wide resolution of the
22 Lawsuit.

23 26. Following the initial mediation, the Court granted a series of stipulations extending
24 the deadlines for responding to the pending motions and to continue the trial date so as to provide
25 the Parties additional time to continue their negotiations. The negotiations were also prolonged due
26 to the mediator falling ill near the end of the negotiations. Mr. Rotman was not available for over a
27 month but he had been able to bring the Parties close enough to each other's numbers so that the
28 Parties could close the gap via direct negotiations.

1 27. Finally, on May 7, 2021, the Parties agreed in principle to certain key terms of a
2 proposed settlement of the Class and PAGA representative claims asserted in the Lawsuit. These
3 essential terms were memorialized in a Memorandum of Understanding (“MOU”) executed by the
4 Parties on May 28, 2021.

5 28. The Parties thereafter spent almost two months negotiating a long form settlement
6 agreement which was thereafter submitted to the Court for preliminary approval via motion filed
7 July 23, 2021.

8 29. On August 26, 2021 the Court issued a nine-page tentative ruling¹ which vacated
9 the hearing date and asked the Parties to address certain concerns the Court had regarding the
10 settlement. These included the scope of the release, the distribution formula, how funds from
11 uncashed settlement checks would be handled, and how class member settlement awards would be
12 treated for tax purposes. The tentative ruling asked the Parties to modify and reorganize the
13 proposed Notice of Settlement, the procedures for filing objections and requesting exclusion and
14 asked for a more robust *Kullar* Analysis than had been submitted with the initial preliminary
15 approval motion.

16 30. In an effort to address the Court’s concerns the Parties amended their Settlement
17 Agreement and the proposed notice package which would inform Class Members of the terms of
18 the Settlement. Attached hereto as **Exhibit “1”** is a true and correct copy of the Parties’ proposed
19 *First Amended* Class Action Settlement and Agreement (“Settlement Agreement” or “Settlement”)
20 which was executed by all Parties on or about November 11, 2021.

21 31. In addition, Plaintiffs’ counsel re-engaged Dwight Steward of EmployStats to
22 update and expand on the damages analysis previously performed in the case.

23 32. The Parties also sought to amend the pleadings so that they more closely mirror the
24 scope of the release in the Settlement. On December 2, 2021, the Court issued an Order granting
25 Plaintiffs Burthorne-Martinez leave to file a Second Amended Complaint that eliminated a claim
26 for violation of California’s sick leave laws and added a claim under the Fair Labor Standards Act
27

28 ¹ See Tentative Ruling Re: Unopposed Coordinated Plaintiffs Motion for Preliminary Approval of Class Action Settlement [entered August 26, 2021].

1 (“FLSA”), 29 U.S.C. §§ 216 *et seq.* The SAC was subsequently filed and answered by Defendant.

2 33. On November 16, 2021, Plaintiffs filed a Supplemental Brief in Support of
3 Coordinated Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement along with
4 supporting documents. Allen Decl. ¶ 32

5 34. On December 16, 2021, the Court issued an Order granting Plaintiffs’ Motion for
6 Preliminary Approval of the amended Settlement and directing that notice be issued to the Class
7 Members consistent therewith. The Order set a Final Approval Hearing for April 6, 2022 at 2:00
8 p.m.

9 35. On January 6 2022, Defendant provided the settlement administrator, CPT Group
10 Class Action Administrators (“CPT Group”) with the class data needed to calculate individual
11 settlement award amounts and issue the settlement notice.

12 36. On January 20, 2022, CPT Group caused the Court-approved notice of settlement to
13 be mailed to 13,908 Class Members. Class Members had until March 6, 2022 by which to request
14 exclusion, lodge an objection, and/or dispute the number of workweeks being used to calculate
15 their individual Settlement Awards.

16 37. On February 18, 2022 (i.e., 14 days prior to close of the response period on the class
17 notice) Plaintiffs filed their Motion for Attorneys’ Fees, Costs and Service Awards for the named
18 Plaintiffs.

19 **SUMMARY OF SETTLEMENT ADMINISTRATION**

20 38. Attached as **Exhibit “2”** is a true and correct copy of the Declaration of Jeremy
21 Talavera on Behalf of CPT Group, Inc., which is referred to in the Motion as the “CPT Decl.” I
22 have reviewed the CPT declaration and believe they have performed all acts and duties which are
23 required of them by the Settlement.

24 39. I believe that the Class Members’ response overwhelming supports final approval of
25 the Settlement. There were no written objections to the settlement, no disputes from a Class
26 Member regarding their workweeks, and just 19 timely and valid written requests for exclusions. I
27 believe that the Settlement Administrator’s efforts to locate up to date contact data for the Class
28 members paid off as they were only unable to locate good addresses for just 123 Class Members.

1 The 19 requests for exclusion represents a 99.86% participation rate (13,889/13,908). In my
2 experience handling these types of cases, which spans over fourteen years, this is a good
3 participation rate and, coupled with the lack of any objections, likely means that Class Members
4 were overall happy with the proposed Settlement. ¶

5 40. Class Members who had questions not otherwise answered by the Notice paperwork
6 could call a toll-free phone number or review the information and documents available on the
7 dedicated website established by CPT, i.e.
8 www.cptgroupcaseinfo.com/SephoraWageandHourClassAction (last visited March 14, 2022). CPT
9 Decl., ¶ 16. Class Members could also contact Class Counsel with questions, and many did. I
10 personally received at least a half dozen calls or emails from Class Members, many of whom
11 simply wanted to update their contact information although some just wanted to know what the
12 paperwork was about. I forwarded the address updates to my contact at CPT. I was also copied on
13 multiple requests from my co-counsel doing the same. I provided CPT with the settlement
14 agreement, preliminary approval and motion for fees, costs and service award paperwork so they
15 could post it on the website. I checked to ensure it was posted and can confirm it was accessible to
16 Class Members. I will provide them with a copy of this motion after it is filed.

17 41. If the Settlement receives final approval, the Class Members will split
18 \$7,527,994.63, with an average payment of approximately \$542.01 and a maximum payment of
19 approximately \$3,693.56. These are not insignificant sums of money, especially in light of the fact
20 that few of these 13,908 employees had filed claims or complaints against Sephora during the
21 pendency of this lawsuit and many such claims could likely be barred by the applicable statute of
22 limitations by now anyhow.

23 42. Based on the totality of the circumstances my cocounsel and I believe the result
24 reached in this case is a good outcome for the approximate 13,908 members of the Class. The
25 settlement provides a substantial monetary benefit for Plaintiff and the Class members. I know of
26 no conflict between any of the Plaintiffs, their counsel or the Class Members. I fully believe that
27 we fought hard and effectively during the lawsuit and that this work maximized the settlement
28 value of the case. In my judgment, and that of my cocounsel (as expressed in their declarations in

1 support of the Motion for Preliminary Approval), the settlement is a fair, adequate, and reasonable
2 resolution of the claims made by the Plaintiffs and the Class against Defendant.

3 **PROPOSED CY PRES RECIPIENT**

4 43. Attached hereto as **Exhibit “3”** is the Declaration of Joan Gaff describing the work
5 done by Legal Aid at Work [this is the same declaration that was filed as Exhibit “2” to my
6 declaration that was filed in support of the Motion for Preliminary Approval]. The organization is a
7 non-profit and fulfills the requirements of Code of Civil Procedure Section 384. I do not have any
8 relationship with Legal Aid at Work outside of volunteering a few times at their workers’ rights
9 clinics when I was fresh out of law school (and they were called the Legal Aid Society-
10 Employment Law Clinic). I do not refer clients or receive referrals from them and do not have any
11 expectation of benefitting from their appointment (outside of the fact that I think they do good
12 work for financially strapped employees who may not otherwise have access to legal advice). Prior
13 to proposing them in the Settlement I ensured that none of my cocounsel or Defendant’s counsel
14 have any financial or close relationship them either.

15 **NOTICE TO THE LABOR WORKFORCE DEVELOPMENT AGENCY**

16 44. We filed our initial Motion for Preliminary Approval in late July and I uploaded the
17 moving papers and the proposed settlement paperwork to the LWDA’s website on August 2, 2021,
18 using the LWDA case number that was assigned to my client Rose Provencio’s case. At that time I
19 also asked my co-counsel to submit the Settlement to the LWDA using each of their LWDA Case
20 numbers that were assigned to each of their client’s PAGA notices. I received confirmation from
21 Alejandro Gutierrez’s law firm that they submitted the Settlement to the LWDA on behalf of
22 Duran on August 9, 2021. I received confirmation from Class Counsel Matt Norton that he
23 submitted the Settlement to the LWDA on behalf Plaintiffs Hernandez and Morales on August 2,
24 2021. Jose Patino submitted the Settlement to the LWDA on behalf Plaintiff Burthorne-Martinez
25 on August 2, 2021. We revised the Settlement agreement which appears attached hereto as Exhibit
26 “1.” The amount of the Settlement, and \$500,000 PAGA allocation, had not changed from the
27 original version but I uploaded the amended Settlement to the LWDA and informed them of the
28 April 6, 2022 final approval hearing date. I also uploaded the Supplemental paperwork that was

1 filed by Jose Patino in November 2021 as well as the Coordinated Plaintiffs' Motion for Fees,
2 Costs and Service Awards that I filed February 2022. As soon as this Motion for Final Approval
3 has been filed, I plan to upload a copy to the LWDA website as well.

4 45. Neither my cocounsel nor I have heard anything from the LWDA and I have no
5 reason to believe that the LWDA has any objections or concerns about the Settlement or its PAGA
6 allocation. If any of my cocounsel or I hear anything from them prior to the April 6, 2022 final
7 approval hearing I will inform the Court.

8 **SCHEDULING A FINAL ACCOUNTING HEARING**

9 46. I would suggest that the Court set the final accounting hearing at least 400 days out
10 from the date the Court signs the Final Approval order, i.e., on or after May 11, 2023. The
11 Settlement payments will go out within 25 business days after the appeals period has run
12 (Settlement, §§ 10.4-10.5), which in itself takes 60 days. If the Court were to sign the Order on
13 April 6, 2022, then I calculate that this would mean checks are being paid out on or before July 12,
14 2022. Assuming there are uncashed checks from the initial distribution (each check is negotiable
15 for 180 days) and a redistribution (which also remains negotiable for 180 days), then the earliest
16 possible date that the funds could be turned over to the *cy pres* is approximately 360 days from
17 July 12, 2022. However this assumes the redistribution checks are mailed out on the same day the
18 first round of checks are voided.. I suggest adding at least 40 days to this deadline to permit the
19 Settlement Administrator time to void and reissue checks and to report back to the Parties
20 regarding the results.

21 I declare under penalty of perjury under the laws of the United States and the State of
22 California that the foregoing is true and correct.

23 Executed on this 14th day of March, 2022 in Lake Oswego, Oregon.

24 

25 KEVIN R. ALLEN

Exhibit 1

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[COUNSEL LISTED ON FOLLOWING PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO (UNLIMITED)

COORDINATED PROCEEDINGS SPECIAL
TITLE [RULE 3.550]

SEPHORA WAGE AND HOUR CASES

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Judicial Counsel Coordinated Proceeding
No. 4911

CLASS ACTION

**FIRST AMENDED CLASS ACTION
SETTLEMENT AND AGREEMENT**

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Attorneys for Plaintiff
JESSICA DURAN

1 **CLASS ACTION SETTLEMENT AGREEMENT**

2 This First Amended Class Action Settlement and Release Agreement (“Settlement” or
3 “Agreement”) is entered into between Plaintiffs Alyssa Burnthorne-Martinez, Rose Provencio,
4 Lacey Hernandez, Brenda Morales, and Jessica Duran (“Plaintiffs”), individually and in their
5 capacity as the representatives of Class Members and Aggrieved Employees as defined herein,
6 on the one hand, and Defendant Sephora USA, Inc. (“Sephora”), on the other hand, subject to the
7 terms and conditions hereof and the approval of the Court. Plaintiffs and Defendant are
8 referenced collectively herein as “the Parties.”¹

9 **I. CONDITIONAL NATURE OF SETTLEMENT**

10 This Agreement is made for the sole purpose of settling the above-captioned actions on a
11 class-wide basis. This Settlement is made in compromise of disputed claims as set forth in the
12 coordinated cases entitled *Sephora Wage and Hour Cases*, Judicial Counsel Coordinated
13 Proceeding No. 4911, pending in the Superior Court of California, County of San Francisco. The
14 Sephora Wage and Hour Coordinated Proceeding No. 4911 includes the following actions:
15 *Burnthorne-Martinez v. SEPHORA USA, Inc.* (San Francisco CGC-16-55-0894); *Provencio v.*
16 *SEPHORA USA, Inc.* (Santa Clara 16CV294112); *Hernandez et al. v. SEPHORA USA, Inc.* (San
17 Francisco CGC-17-557031); and *Duran v. Sephora USA, Inc.* (San Francisco CGC-17-561452).
18 This coordinated proceeding will be referred to herein as “the Lawsuit.” The Settling Parties (as
19 defined in Section 2 of this Agreement) enter into this Agreement on a conditional basis.

20 Furthermore, in the event that the Court does not enter the Final Approval Order, or a
21 Judgment is not entered in the Lawsuit, or the conditions precedent are not met for any reason,
22 this Settlement shall be deemed null and void *ab initio*, it shall be of no force or effect
23 whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiations,
24 terms and entry of the Agreement shall remain subject to the provisions of California Evidence
25 Code sections 1119 and 1152 and any other analogous rules of evidence that might apply.
26 Notwithstanding this provision, the Parties hereby stipulate that the terms of Section 15.13 shall
27 survive and be admissible in evidence even if the Settlement does not become final.

28 _____
¹ Capitalized terms are defined in Section 3 unless otherwise noted.

1 Sephora denies all claims as to liability, damages, penalties, interest, fees, restitution,
2 injunctive relief, and all other forms of relief as well as the class allegations asserted in the
3 Lawsuit. Sephora has agreed to resolve the Lawsuit through this Settlement, but to the extent this
4 Settlement is deemed void, Sephora does not waive, but rather expressly reserves, all rights to
5 challenge all such claims and allegations in the Lawsuit upon all procedural and factual grounds,
6 including without limitation the ability to challenge class, collective, and representative action
7 treatment on any grounds, as well as asserting any and all other potential defenses or privileges.
8 The Class Representatives and Class Counsel agree that Sephora retains and reserves these rights.
9 Specifically, the Class Representatives and Class Counsel agree not to argue or present any
10 argument that, in the event this Settlement is not approved in full, Sephora could not ask this
11 Court to rule on its Motion for Decertification, Motion for Summary Judgment/Summary
12 Adjudication, and Motion in Limine Regarding PAGA Claims/Motion to Strike (all filed August
13 7, 2020), or that Sephora could not file a later motion for de-certification, contest any class action
14 certification on any grounds, or assert any and all other potential defenses and privileges if this
15 Lawsuit were to proceed. The Class Representatives and Class Counsel hereby waive such
16 arguments and agree they will not take a position contrary to this provision. Similarly, Class
17 Representatives and Class Counsel are not waiving any rights in the event that the Settlement is
18 not approved, and the parties revert to the status quo ante.

19 **II. PARTIES TO AGREEMENT**

20 This Agreement is made and entered into by and among the following, herein referred to
21 as the “Settling Parties”: (i) the Class Representatives (on behalf of themselves and each of the
22 Class Members and Aggrieved Employees), with the assistance of Class Counsel; and (ii)
23 Sephora, with the assistance of its counsel of choice. The Settling Parties intend this Agreement
24 to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject
25 to the terms and conditions hereof.

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1 **III. DEFINITIONS**

2 As used in this Agreement, the following terms shall have the meanings specified below:

3 3.1 “Aggrieved Employees” means all non-exempt current and former employees of
4 Sephora who worked at any California retail location in California between March 7, 2015
5 through May 14, 2021.

6 3.2 “Alleged Claims” means all claims alleged in the complaint(s) filed in the Lawsuit,
7 whether or not certified by the Court, and all wage and hour class claims which could have been
8 brought based on the factual allegations contained in the complaint(s) filed in the Lawsuit,
9 including but not limited to claims for: (1) Failure to Pay Wages and Overtime; (2) Failure to
10 Provide Lawful Meal and Rest Periods; (3) Failure to Pay Wages on Resignation or Termination;
11 (4) Failure to Provide Accurate Itemized Wage Statements; (5) Failure to Reimburse Business
12 Expenses; (6) Failure to Keep or Provide Accurate Records; (7) Reporting Time Violations; (8)
13 Violations of, and/or claims for Interest, Costs, Attorneys’ Fees, and/or Civil, Statutory, or other
14 Penalties under, California Labor Code Sections 201-204, 210, 212-213, 215-216, 218.5, 218.6,
15 219, 221, 223-226, 226.6, 226.7, 245-249, 256, 354, 408, 432, 510, 512, 552-553, 558, 1174-1175,
16 1194, 1197-1199, 1770-1771, 1774, 2698-2699, 2802, 2926-2927, and/or California Code of Civil
17 Procedure Section 1021.5; (9) Violations of any and all relevant municipal code sections, including,
18 but not limited to, San Jose Municipal Code § 4.100 *et. seq.*; (10) Violations of all applicable, or
19 allegedly applicable Wage Orders including, but not limited to Wage Orders 4, 7, and 16 (Cal. Code
20 Regs. tit. 8, §§ 11040, 11160, and 11070); (11) Unfair Business Practices Under the Unfair
21 Competition Law (Business and Professions Code § 17200 *et seq.*); and (12) Claims under the
22 California Private Attorneys General Act. Alleged Claims also means any and all claims asserted
23 by the Class Representatives for interest and attorneys’ fees and costs.

24 3.3 “Attorneys’ Fees” means the fees for work performed by Class Counsel and
25 approved for reimbursement by the Court as set forth in Section 8 of this Agreement.

26 3.4 “Claims Administrator” or “Administrator” means CPT Group, Inc. who the
27 Parties have selected to administer this Settlement. The Parties may jointly select a different
28 claims administrator, subject to the approval of the Court.

1 3.5 “Claims Administration Costs” mean the fees and expenses reasonably and
2 necessarily incurred by the Claims Administrator as a result of performing the settlement
3 administration procedures and functions expressly required in this Settlement and shall include all
4 costs of administering the Settlement, including but not limited to: formatting, printing and
5 mailing the Notice Packet, including filling in individuating information about the amount each
6 Settlement Class Member is estimated to receive; performing a National Change of Address
7 database search of Class Member addresses to update prior to the initial mailing of the Notice
8 Packet; skip-tracing of bad addresses upon the return of undelivered Notice Packets; establishing
9 a toll-free phone number and post office box for receipt of Class Member communications;
10 establishing a website where Class Members may view and download the operative complaints,
11 this Settlement Agreement, the Settlement Notice, approval motions/briefing, as well as any
12 Orders or Tentative Rulings issued by the Court; calculating, processing, reviewing, and issuing
13 Settlement Payments to participating Class Members and others as ordered by the Court;
14 reviewing and resolving Class Members’ disputed claims regarding payments under this
15 Agreement; calculating tax withholdings and payroll taxes, making related payment to federal and
16 state tax authorities, and issuing tax forms relating to payments made under the Settlement;
17 establishing a QSF or other appropriate vehicle for receipt of the Gross Settlement Amount and
18 disbursement of payments provided by this Agreement and ordered by the Court; preparing any
19 tax returns and any other filings required by any governmental taxing authority or agency; and
20 any other costs and fees incurred and/or charged by the Claims Administrator in connection with
21 the execution of its duties under this Agreement, which shall not exceed Seventy Thousand U.S.
22 Dollars and No Cents (\$70,000.00).

23 3.6 “Class,” “Class Members,” and “Putative Class” means all non-exempt current and
24 former employees of Sephora who worked at any retail location in California between May 23,
25 2013 and May 14, 2021, inclusive. The Class as defined is broad enough to encompass all classes
26 and subclasses that were certified in the Court’s January 30, 2019 Order.

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1 3.7 "Class Counsel" means:

2 SHAUN SETAREH (SBN: 204514)
3 shaun@setarehlaw.com
4 THOMAS SEGAL (SBN: 222791)
5 thomas@setarehlaw.com
6 SETAREH LAW GROUP
7 9665 Wilshire Boulevard, Suite 430
8 Beverly Hills, California 90212
9 Telephone: (310) 888-7771
10 Facsimile: (310) 888-0109

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

18 John Matthew Norton, Esq., SBN 158937
19 Email: Matt@Matthew-Norton.com
20 Matthew Norton & Associates
21 5855 E. Naples Plaza, Ste 112
22 Long Beach, California 90803
23 Telephone: 562/433-3208
24 Facsimile: 562/683-2726

25 Matthew F. Archbold (CA SBN 210369)
26 e-mail: matthew@yourlawborlawyers.com
27 David D. Deason (SBN 207733)
28 e-mail: david@yourlaborlawyers.com
29 DEASON & ARCHBOLD
30 17011 Beach Blvd., Suite 900
31 Huntington Beach, Ca 92647
32 Telephone: (949) 794-9560

33 Alejandro P. Gutierrez, SBN 107688
34 HATHAWAY, PERRETT, WEBSTER, POWERS, CHRISMAN & GUTIERREZ, APC
35 200 Hathaway Building
36 5450 Telegraph Road, Suite 200
37 P.O. Box 3577
38 Ventura, CA 93006-3577
39 Telephone: (805) 644-7111
40 Facsimile: (805) 644-8296
41 E-mail: agutierrez@hathawaylawfirm.com

42 Daniel J. Palay, SBN 159348
43 Brian D. Hefelfinger, SBN 253054
44 PALAY HEFELFINGER, APC
45 1746 S. Victoria Avenue, Suite 230
46 Ventura, CA 93001
47 Telephone: (805) 628-8220
48 Facsimile: (805) 765-8600
49 E-mail: djp@calemploymentcounsel.com

1 3.8 “Class Period” means the period from May 23, 2013 through May 14, 2021,
2 inclusive.

3 3.9 “Class Representatives” and “Plaintiffs” means Plaintiffs Alyssa Burnthorne-
4 Martinez, Rose Provencio, Lacey Hernandez, Brenda Morales, and Jessica Duran.

5 3.10 “Court” means the Superior Court for the State of California, County of San
6 Francisco.

7 3.11 “Day” means calendar day, unless expressly stated otherwise.

8 3.12 “Defendant” and “Sephora” mean defendant Sephora USA, Inc.

9 3.13 “Defendant’s Counsel” means:

10 Andrew R. Livingston, Esq. (SBN 148646)
11 Alexandra H. Stathopoulos (SBN 286681)
12 ORRICK, HERRINGTON & SUTCLIFFE LLP
13 The Orrick Building
14 405 Howard Street
15 San Francisco, California 94105-2669
16 Tel: (415) 773-5700
17 Fax: (415) 773-5759
18 E-mail: alivingston@orrick.com
19 E-mail: astathopoulos@orrick.com

20 3.14 “Effective Date” means the date on which the Court’s Final Approval Order
21 becomes final. For purposes of this paragraph, the Court’s Final Approval Order “becomes final”
22 upon the last to occur of the following: (a) the date of final affirmance on appeal of the Judgment;
23 (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any
24 proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date of the time for
25 the filing or noticing of any appeal from the Court’s Judgment.

26 3.15 “Employer Payroll Tax Liability” means payroll taxes (FICA, FUTA, Medicare,
27 and California payroll and withholding taxes).

28 3.16 “Final Approval Order” means an Order Granting Final Approval of Settlement of
the Lawsuit.

 3.17 “Gross Settlement Amount,” “Settlement Fund,” and “Gross Settlement Fund” is
the sum of Twelve Million, Seven Hundred and Fifty Thousand U.S. Dollars (\$12,750,000.00),
which shall cover payment of all claims on behalf of the Class and Aggrieved Employees, Claims

1 Administration Costs, Attorneys' Fees, Litigation Expenses, the portion of the PAGA Penalty
2 Payment payable to the State of California, the Service Enhancement Payment to the Class
3 Representative, and one half of Employer Payroll Tax Liability. The Gross Settlement Amount is
4 the maximum amount Sephora may be required to pay under this Settlement.

5 3.18 "Judgment" means a judgment entered by the Court following entry of the Final
6 Approval Order.

7 3.19 "Last Known Address" means the most recently recorded mailing address for a
8 Class Member as such information is contained in the personnel records maintained by Sephora.

9 3.20 "Lawsuit" means the coordinated cases captioned *Sephora Wage and Hour Cases*,
10 Judicial Council Coordinated Proceeding, Case No. 4911, pending in the Superior Court of
11 California, County of San Francisco.

12 3.21 "Litigation Expenses" means the expenses and costs of litigation incurred by Class
13 Counsel as detailed in their billing statement and approved for reimbursement by the Court as set
14 forth in Section 8.2 of this Agreement.

15 3.22 "LWDA" means the California Labor and Workforce Development Agency.

16 3.23 "Net Settlement Amount" means the Gross Settlement Amount less Class
17 Counsel's Attorneys' Fees, Litigation Expenses, Claims Administration Costs, the portion of the
18 PAGA Penalty Payment payable to the State of California, the Service Enhancement Payment to
19 the Class Representatives, and half of the Employer Payroll Tax Liability. To the extent the Court
20 does not approve the full requested amount of Attorneys' Fees, Litigation Expenses, Claims
21 Administration Costs, or the Service Enhancement Payment, the Net Settlement Amount will
22 increase accordingly.

23 3.24 "Notice of Pendency of Class Action Settlement And Final Hearing" or "Notice"
24 shall mean the notice of this Settlement to be provided to Class Members, in the same or
25 substantially same form as set forth in **Exhibit A** to this Agreement, pending approval by the
26 Court.

27 3.25 "Notice Packet" refers collectively to the documents mailed to the Class Members
28 pursuant to the terms of this Settlement and includes the following: (1) Notice (**Exhibit A**); (2)

1 Request for Exclusion Form (**Exhibit B**); (3) a Change of Address Form (**Exhibit C**), and (4) a
2 pre-printed return envelope addressed to the Claims Administrator.

3 3.26 “Notice Period” means a period of forty-five (45) calendar days from the date the
4 Claims Administrator first mails the Notice Packet to Class Members. If the 45th day falls on a
5 Sunday or holiday, the Notice Period shall end on the next business day that is not a Sunday or
6 holiday.

7 3.27 “Notice Response Deadline” shall be the last day of the Notice Period.

8 3.28 “PAGA Penalty Payment” means amount to be paid to settle any and all Alleged
9 Claims for which penalties under California’s Private Attorneys General Act (“PAGA”),
10 California Labor Code sections 2698 *et seq.*, may be sought or are otherwise available, as set
11 forth in Section 8.4 of this Agreement.

12 3.29 “Parties” mean the Plaintiffs/Class Representatives and Sephora USA, Inc.

13 3.30 “QSF” shall mean the Qualified Settlement Fund established by the Claims
14 Administrator for the benefit of the Class Members and from which the Settlement Payments and,
15 if applicable, employee-side payroll taxes shall be paid.

16 3.31 “Reasonable Address Verification Measure” means utilization of the National
17 Change of Address Database maintained by the United States Postal Service prior to the initial
18 mailing of the Notice Packets, the customary skip-tracing measures used by the Administrator
19 upon the return of undelivered Notice Packets, and the forwarding of Notice Packets returned to
20 the Administrator with updated addresses affixed thereto by the U.S. Postal Service to the
21 updated address.

22 3.33 “Released Claims” shall have the meaning set forth in Section 11 of this
23 Agreement.

24 3.34 “Released Parties” means Sephora and each and all of its respective past and
25 present parents, subsidiaries, affiliated companies and corporations, and each and all of their
26 respective past and present directors, officers, managers, employees, general partners, limited
27 partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives,
28 predecessors, successors, divisions, joint venturers, assigns, or related entities, and each and all of

1 their respective executors, successors, assigns and legal representatives.

2 3.35 “Request for Exclusion” means the document which a Class Member must
3 complete and timely submit to request exclusion from the Settlement, in the form set forth in
4 **Exhibit B** to this Agreement, pending approval by the Court.

5 3.36 “Service Enhancement Payment” shall have the meaning set forth in Section 8.5 of
6 this Agreement.

7 3.37 “Settlement” means the terms and conditions set forth in this Agreement.

8 3.38 “Settlement Class” and “Settlement Class Member” mean all Class Members who
9 have not validly and timely requested exclusion from the Settlement after Notice and thus who
10 will become bound by the Judgment if and once the Effective Date occurs.

11 3.39 “Settlement Payment” means the total amount due to an individual Settlement
12 Class Member, which shall be calculated as described in Section 8.7 of this Agreement.

13 3.40 “Updated Address” means a mailing address that was updated via a Reasonable
14 Address Verification Measure, or an updated mailing address provided by the United States
15 Postal Service, a Settlement Class Member, or any other valid source.

16 3.41 “Work Weeks” means the total number of weeks worked by a Class Member
17 during the Class Period, rounded up to the next full week.

18 **IV. PROCEDURAL BACKGROUND**

19 On March 10, 2016, Plaintiff Alyssa Burnthorne-Martinez filed a class action lawsuit in
20 San Francisco Superior Court (Case No. CGC-16-550894) on behalf of herself and a putative
21 class of current and former non-exempt Sephora employees in California, entitled *Alyssa*
22 *Burnthorne-Martinez v. Sephora USA, Inc.* On April 20, 2016, Plaintiff Rose Provencio filed a
23 class action lawsuit in Santa Clara Superior Court (Case No. 16-CV-294112) on behalf of herself
24 and a putative class of current and former Sephora employees in California, entitled *Provencio v.*
25 *Sephora USA, Inc.* On February 9, 2017, Plaintiffs Lacey Hernandez and Brenda Morales filed a
26 class action lawsuit in San Francisco Superior Court (Case No. CGC-17-557031) on behalf of
27 themselves and a putative class of current and former Sephora employees in California, entitled
28 *Hernandez and Morales v. Sephora USA, Inc.* On September 22, 2017, Plaintiff Jessica Duran

1 filed a class action lawsuit in the San Francisco Superior Court (Case No. CGC-17-561452) on
2 behalf of herself and a putative class of current and former Sephora employees in California,
3 entitled *Duran v. Sephora USA, Inc.* The cases were coordinated pursuant to California Rule of
4 Court 3.550. Plaintiffs' operative complaints collectively seek damages on behalf of themselves
5 and a class including unpaid wages, statutory penalties, interest, and attorney's fees and costs.

6 The Parties have conducted formal discovery and have exchanged detailed information
7 and data concerning the claims, defenses, and alleged damages at issue in the lawsuit. The Parties
8 have exchanged written discovery. Defendant has shared the contact information of putative
9 class members with Plaintiffs' counsel after going through a *Belaire-West* privacy opt-out notice
10 process, taken the depositions of the Class Representatives, numerous Putative Class Members,
11 and Plaintiffs' experts, and produced payroll/timekeeping data, employee handbooks and
12 thousands of pages other business documents. Plaintiffs have taken multiple "Person Most
13 Knowledgeable" depositions and produced documents.

14 Plaintiffs filed a consolidated Motion for Class Certification on April 10, 2018 seeking
15 certification of various wage and hour claims under California law, including failure to pay wages,
16 failure to provide lawful meal and rest periods, failure to pay wages on termination, failure to
17 provide accurate itemized wage statements, failure to reimburse business expenses, and derivative
18 unfair business practices and PAGA claims. Sephora filed an Opposition to Plaintiffs' Motion for
19 Class Certification on May 29, 2018. Plaintiffs filed their Reply in Support of Class Certification
20 on June 19, 2018. In an order dated October 12, 2018, the Court certified subclasses relating to
21 Plaintiffs' claims related to inaccurate wage statements, non-discretionary bonus overtime
22 calculations,² off-the-clock security checks, makeup application, and costume maintenance and
23 denied certification for the remainder of Plaintiffs' claims. On January 30, 2019, the Court
24 granted the Plaintiffs' Amended Proposed Order Granting in Part Plaintiffs' Motion for Class
25 Certification which further detailed the parameters of each class and subclass. On August 7, 2020
26 Sephora filed a Motion for Decertification. Sephora concurrently filed a Motion for Summary
27 Judgment, or in the Alternative, Summary Adjudication as to each cause of action and a Motion in
28

² This subclass was certified for the period of March 10, 2012 through July 14.

1 Limine Regarding Plaintiffs' PAGA Claims and/or, in the Alternative, Pre-Trial Motion to Strike.
2 Plaintiffs filed a Motion for Summary Adjudication on the same date. Following these filings, the
3 Parties decided to pursue private mediation and the Court granted multiple stipulated proposed
4 orders to continue all briefing and trial deadlines during the pendency of mediation.

5 The Parties have engaged in arm's length negotiations, including, but not limited to, a full
6 day mediation session in November 2020 facilitated by David Rotman, who has extensive
7 experience in labor and employment litigation. Although no settlement was reached at the
8 mediation, the Parties continued to have discussions with Mr. Rotman, and then among
9 themselves when Mr. Rotman took ill, ultimately generating a memorandum of understanding of
10 the key terms of the Settlement which were memorialized .

11 In July 2021 Plaintiffs filed their Motion for Preliminary Approval and, on August 15,
12 2021, the Court issued a tentative ruling vacating the hearing and asking for supplemental
13 briefing as well as certain amendments to the Settlement. The Parties thereafter negotiated this
14 First Amended Class Action Settlement Agreement which will be submitted to the Court for
15 approval.

16 The Parties and their counsel are sufficiently familiar with the facts of this case and the
17 applicable laws to make an informed judgment as to the fairness of the Settlement, the respective
18 strengths and weaknesses of the claims of the class Plaintiffs sought to certify, the respective
19 strengths and weaknesses of the claims of the sub-classes the Court certified, and the risks of
20 proceeding in litigation. The Parties are represented by competent counsel and have had the
21 opportunity to consult with counsel prior to the signing this Agreement.

22 **V. DEFENDANT'S DENIAL OF LIABILITY**

23 Sephora specifically and generally denies any and all liability or wrongdoing of any sort
24 with regard to any of the Alleged Claims and makes no concessions or admissions of liability of
25 any sort. Sephora maintains that for any purpose other than settlement, the Lawsuit is not
26 appropriate for class action treatment pursuant to California Code of Civil Procedure § 382, and
27 that had this matter proceeded, Sephora would continue to oppose class certification pursuant to
28 California Code of Civil Procedure § 382. Nonetheless, Sephora has concluded that further

1 litigation would be protracted, distracting and expensive, and that it is desirable that the Lawsuit
2 be fully and finally settled in the manner and upon the terms and conditions set forth in this
3 Agreement. Sephora has also taken into account the uncertainty and risks inherent in any
4 litigation. Sephora has therefore determined that it is desirable and beneficial to settle the Lawsuit
5 in the manner and upon the terms and conditions set forth in this Agreement.

6 The Parties agree there is a bona fide dispute as to whether wages and/or penalties are
7 owed to Plaintiffs and the Class Members and neither this Agreement, nor the Settlement-related
8 documents, nor the Settlement itself shall be construed as an admission of either fact or law on
9 any issue by any Party.

10 **VI. CLAIMS OF THE CLASS REPRESENTATIVES AND BENEFITS OF**
11 **SETTLEMENT**

12 The Class Representatives and Class Counsel believe that the claims asserted in the
13 Lawsuit have merit and that evidence developed to date supports the claims. However, the Class
14 Representatives and Class Counsel recognize and acknowledge the significant expense, resources
15 and time required to continue proceedings necessary to prosecute the Lawsuit against Sephora
16 through trial and through appeals. The Class Representatives and Class Counsel have also taken
17 into account the uncertain outcome and the risks of litigation, the difficulties and delays inherent
18 in this and similar litigation, the challenges of maintaining class certification throughout the
19 Lawsuit, and the problems of proving liability and damages and rebutting possible defenses to the
20 Consolidated Class Action Complaint. Based upon their evaluation, the Class Representatives and
21 Class Counsel have determined that the settlement set forth in this Agreement is fair, reasonable,
22 adequate, and in the best interests of the Class Representatives, the Class, and the State of
23 California. Both Class Counsel and the Class Representatives believe that the settlement set forth
24 in this Agreement confers substantial benefits upon the Class and each of the Class Members.

25 **VII. CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT**

26 7.1 The Parties enter into this Agreement and the Settlement on a conditional basis.
27 This Agreement and Settlement will become final and effective only upon the occurrence of all of
28 the following events:

- 1 7.1.1 The Court enters an order granting preliminary approval of the Settlement;
2 7.1.2 The Court enters a Final Approval Order; and
3 7.1.3 The Effective Date occurs, and any challenge to the Settlement, whether by
4 objection or appeal, is resolved in favor of enforcement of the Settlement.

5 7.2 Unless the Court orders otherwise or agreed in writing by the Parties, this
6 Agreement shall be deemed null and void *ab initio* upon the failure of any of these three
7 conditions to occur.

8 **VIII. SETTLEMENT CONSIDERATION—NO CLAIM FORM REQUIRED;**
9 **DEDUCTIONS FROM THE GROSS SETTLEMENT AMOUNT; CALCULATION**
10 **OF SETTLEMENT PAYMENTS FROM THE NET SETTLEMENT AMOUNT**

11 This shall be an all-in Settlement without a reversion. Class Members who do not request
12 exclusion from the Settlement using the procedures specified below will be automatically paid
13 without submitting any claim form.

14 8.1 **Payment of the Gross Settlement Amount:** Sephora will pay the
15 Gross Settlement Amount in full and final settlement of the Lawsuit. The Gross Settlement
16 Amount will constitute adequate consideration for this Settlement. Since any uncashed settlement
17 check funds will be distributed pursuant to the *cy pres* doctrine, this Agreement and the
18 associated Judgment do not and will not create any unpaid residue or unpaid residual, and no
19 distribution of such shall be required. No money shall revert to Defendant.

20 8.2 **Attorneys' Fees and Litigation Expenses:** Class Counsel will submit an
21 application for: (a) an award of Attorneys' Fees of no more than 33 1/3% or one third of the Gross
22 Settlement Amount, or Four Million, Two Hundred and Fifty Thousand U.S. Dollars (\$4,250,000);
23 and (b) an award of Class Counsel's actual Litigation Expenses to date in the amount of
24 \$279,135.16, plus any expenses incurred between the date this Settlement Agreement is executed
25 and the date of final approval, but not to exceed \$300,000 (as documented on an itemized cost
26 sheet with appropriate support), both of which would be paid out of the Gross Settlement Amount.
27 The amounts set forth in this section will constitute complete consideration for all work performed
28 and expenses incurred to date and for all worked to be performed and expenses to be incurred
through the completion of the Lawsuit, its settlement, and the effort to secure final Judgment by

1 Class Counsel. Sephora will not oppose a motion for approval of Class Counsel's Attorneys' Fees
2 and Litigation Expenses consistent with this Agreement. The Attorneys' Fees shall be allocated
3 between the firms that serve as Class Counsel as set forth in their fee-sharing agreements which
4 will be submitted to the Court as part of filing the motion for preliminary approval.

5 8.2.1 In the event that the Court (or any appellate court) awards less than the
6 amount requested for Attorneys' Fees or Litigation Expenses, only the awarded amounts shall be
7 paid and shall constitute satisfaction of those obligations and full payment thereunder, and any
8 remaining or unawarded portion of the requested Attorneys' Fees or Litigation Expenses shall be
9 made a part of the Net Settlement Amount for distribution to Settlement Class Members. To the
10 extent the Court does not approve any or all of the amount of Attorneys' Fees or Litigation
11 Expenses, the Settlement shall remain binding except as otherwise provided, and this will not be a
12 justification for Plaintiffs to withdraw from the Settlement.

13 8.2.2 Plaintiffs' Counsel agrees to be solely responsible for any claims, liens or
14 other demands from persons or entities who previously represented Plaintiffs and may seek to be
15 compensated out of the Gross Settlement Amount for attorneys' fees and/or legal costs arising
16 from prosecution of the Action against Sephora. If it is ever claimed or determined that some
17 portion of the Gross Settlement Amount should have been paid as Plaintiffs' attorneys' fees
18 and/or costs to some person or entity other than Class Counsel, Class Counsel warrants and
19 agrees to pay and/or indemnify said amount, defend any claim for this amount, and hold Sephora
20 harmless from such liens or claims.

21 8.3 **Claims Administration Costs:** From the Gross Settlement Amount, Claims
22 Administration Costs shall be paid in an amount not to exceed Seventy Thousand U.S. Dollars
23 and No Cents (\$70,000.00), subject to approval from the Court.

24 8.4 **Payment of the PAGA Penalties:** From the Gross Settlement Amount, Sephora
25 will pay Five Hundred Thousand Dollars (\$500,000.00) for settlement of any and all Alleged
26 Claims for which penalties under PAGA, Labor Code section 2698 *et seq.*, may be sought or are
27 otherwise available, as the PAGA Penalty Payment. Pursuant to the express requirements of
28 Labor Code section 2699(i), the PAGA Penalty Payment shall be allocated as follows: \$375,000

1 (75%) to the LWDA for the enforcement of labor laws and education of employers, and \$125,000
2 (25%) to the Settlement Class Members who are also Aggrieved Employees as a part of the Net
3 Settlement Amount. The PAGA Penalty Payments to Settlement Class Members are not wages.

4 8.5 **Service Enhancement Payment to the Class Representative:** From the Gross
5 Settlement Amount, Plaintiffs intend to request approval for, subject to Court approval, a Service
6 Enhancement Payment of up to Twenty Thousand Dollars (\$20,000.00) each for Class
7 Representative: Plaintiffs Alyssa Burnthorne-Martinez, Rose Provencio, Lacey Hernandez,
8 Brenda Morales, and Jessica Duran. Defendant shall not oppose their application for awards in
9 this amount. The amount paid to the Class Representatives is in consideration for their efforts in
10 connection with this Lawsuit. Class Representatives are not providing a general release, thus the
11 Service Enhancement Awards are not tethered in any way to any general releases. The Class
12 Representatives shall be issued an Internal Revenue Service Form 1099 for any Service
13 Enhancement Payment. The Class Representatives hereby acknowledge that they have obtained
14 no tax advice from Sephora and that neither Sephora nor its attorneys have made any
15 representation concerning the tax consequences, if any, of the Service Enhancement Payment.
16 The Class Representatives agree that they are solely responsible for the tax consequences of the
17 Service Enhancement Payment.

18 8.5.1 In the event that the Court (or any appellate court) awards less than the
19 amount requested for the Service Enhancement Payment, only the awarded amount shall be paid
20 and shall constitute satisfaction of those obligations and full payment thereunder, and any
21 remaining or unawarded portion of the requested Service Enhancement Payment shall be made a
22 part of the Net Settlement Amount for distribution to Settlement Class Members. To the extent the
23 Court does not approve any or all of the amount of the Service Enhancement Payment, the
24 Settlement shall remain binding except as otherwise provided, and this will not be a justification
25 for Plaintiffs to withdraw from the Settlement.

26 8.5.2 The Service Enhancement Payment, if approved by the Court, is in addition
27 to Plaintiffs' Settlement Payment as described in Section 8.7 below.

28 ///

1 8.6 **Employer Payroll Tax Liability:** Fifty percent (50%) of the amount of Employer
2 Payroll Tax Liability on the portions of all Settlement Payments on account of wages in the form
3 of back pay (as described in Section 8.8 of this Agreement) shall be paid out of the Gross
4 Settlement Amount, and the remaining Fifty percent (50%) shall be paid by Sephora outside of
5 the settlement.

6 8.7 **Payment to Settlement Class Members:** The Net Settlement Amount (as defined
7 in Section 3.23, after payment of all enumerated amounts from the Gross Settlement Amount)
8 shall be used to make the Settlement Payments described below.

9 8.7.1 Each Settlement Payment (not including the additional payment to
10 Aggrieved Employees) shall be calculated by dividing the Net Settlement Amount (less the
11 PAGA allocation) by the total number of Work Weeks worked by Settlement Class Members
12 then multiplying that amount by the number of Work Weeks the individual Settlement Class
13 Member worked as a non-exempt hourly employee working in a Sephora retail store in California
14 during the Class Period. Each additional payment to Aggrieved Employees will be calculated by
15 dividing the portion of the PAGA allocation to be paid to Aggrieved Employees by the total
16 number of Work Weeks worked by Aggrieved Employees then multiplying that amount by the
17 number of Work Weeks the Aggrieved Employee worked as non-exempt hourly employee
18 working in a Sephora retail store in California from March 7, 2015 through May 14, 2021.

19 8.8 **Taxes:** For the purpose of calculating applicable taxes for the Settlement
20 Payments to Settlement Class Members (including any payments to the Class Representatives
21 exclusive of any Service Enhancement Payment), the Parties agree that one-third (1/3) of each
22 Settlement Payment constitutes wages in the form of back pay (and each Settlement Class Member
23 will be issued an Internal Revenue Service Form W-2 for such payment to him or her), and two-
24 thirds (2/3) of each Settlement Payment constitutes interest, penalties, liquidated damages and
25 other non-wage payments (and each Settlement Class Member will be issued an Internal Revenue
26 Service Form 1099 for such payment to him or her). Sephora shall not be responsible for payroll
27 tax payments on any portion of the Gross Settlement Amount that is attributable to Attorneys'
28 Fees, Litigation Expenses, PAGA Penalty Payments, penalties, or interest. The Parties further

1 understand that the Class Representatives and any Class Member who receives any Settlement
2 Payment pursuant to this Agreement shall be solely responsible for any and all tax obligations
3 associated with such receipt.

4 8.9 Sephora will not use the Settlement Payments to calculate any additional benefits
5 including without limitation vacation, holiday pay, pension, or 401(k) plan contributions. Sephora
6 contends that the Settlement Payments do not represent any modification of previously credited
7 hours of service or other eligibility criteria under any employee pension or employee welfare
8 benefit plan sponsored by Sephora. Nor does Sephora consider the Settlement Payments
9 “compensation” for purposes of determining eligibility for, or benefit accrual within, an employee
10 pension benefit plan, an employee welfare benefit plan, or other plan sponsored by Sephora or its
11 predecessors, subsidiaries, or successors.

12 **IX. NOTICE PROCEDURE**

13 9.1 **Selection and Compensation of Claims Administrator:** The Parties agree to
14 jointly utilize a third-party Claims Administrator to give notice of and communicate with Class
15 Members regarding the Settlement and to establish a website where Class Members may view
16 and download the operative complaints, this Settlement Agreement, the Settlement Notice,
17 approval motions/briefing, as well as any Orders or Tentative Rulings issued by the Court that
18 relate to the Settlement. The Parties have initially selected CPT Group, Inc. to administer the
19 Settlement, but may jointly select a different claims administrator subject to the approval of the
20 Court. If the actual cost of claims administration is less than the amount approved by the Court,
21 the remaining amount shall be added to the Net Settlement Amount and distributed as set forth in
22 Section 8.7 of this Agreement. All costs associated with claims administration as approved by the
23 Court shall come out of the Gross Settlement Amount. The Claims Administrator’s actions shall
24 be governed by the terms of this Agreement.

25 9.2 **Establishment and Funding of the QSF:** The Parties agree that the QSF is
26 intended to be a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and
27 Treasury Regulation § 1.468B-1 (26 C.F.R. § 1.468B-1 *et seq.*) and will be administered by the
28 Claims Administrator as such. With respect to the QSF, the Claims Administrator shall: 1) open and

1 administer a settlement account in such a manner as to qualify and maintain the qualification of the
2 QSF as a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and
3 Treasury Regulation § 1.468B-1; (2) calculate, withhold, remit and report each Settlement Class
4 Member’s share of applicable payroll taxes (including, without limitation, federal, state and local
5 income tax withholding, FICA, Medicare and any state or local employment taxes) and indemnify
6 Sephora for any penalty arising out of any error or incorrect calculation and/or interest (if
7 applicable) with respect to any late deposit of the same; (3) satisfy all federal, state and local
8 income and other tax reporting, return, and filing requirements with respect to the QSF; and (4)
9 satisfy out of the QSF all fees, expenses and costs incurred in connection with the opening and
10 administration of the QSF and the performance of its duties and functions as described in this
11 Agreement. The aforementioned taxes, fees, expenses, and costs shall be treated as and included in
12 the costs of administering the QSF and as Claims Administration Costs. The Parties and the
13 Claims Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund
14 on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election
15 statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-
16 1(j)(2)(ii). The Parties agree to cooperate with the Claims Administrator and one another to the
17 extent reasonably necessary to carry out the provisions of this section of the Agreement.

18 9.3 **Claims Administration:** Sephora will provide for each Class Member the
19 following information drawn from records of Sephora: 1) name; 2) Social Security number; 3)
20 last known residential address; 4) last known telephone numbers; and 5) number of Work Weeks
21 for which the Class Member would be entitled to recover as set forth in Section 8.7 (“Class
22 Data”) to the Claims Administrator. Sephora will provide the Class Data to the Claims
23 Administrator no later than twenty-one (21) days (or, if that date falls on a weekend or holiday,
24 the next business day thereafter) after the date the Court enters an order granting preliminary
25 approval of the Settlement. Class Data shall be used by the Claims Administrator solely for the
26 purpose of notifying the Class Members of the Settlement. The Claims Administrator shall run
27 the Class Data list through the National Change of Address database and will use the most recent
28 address for each Class Member when mailing the Class Notice. Class Data shall be provided in a

1 format to be mutually agreed upon by the Claims Administrator and Sephora.

2 9.4 **Notice to Class Members:** As soon as practicable after receiving the Class Data,
3 but no later than ten (10) business days after its receipt, the Claims Administrator shall send the
4 Notice Packet to the Class Members via United States First Class Mail. The envelope containing the
5 Notice Packet shall include language beneath the Administrator's address which reads as follows:
6 *Important Legal Document – You May Get Money From A Class Action Settlement; Your Prompt*
7 *Reply To Correct A Bad Address Is Required.* The Notice shall specify the Court-approved Notice
8 Response Deadline by which Class Members must submit any dispute regarding the payment
9 amount, Requests for Exclusion, objections to the Settlement, or Change of Address requests. The
10 costs of mailing this Notice Packet will be considered part of the Claims Administration Costs to be
11 paid from the Gross Settlement Amount. Except as specifically set forth in Subsections 9.4.1
12 through 9.4.3 below, the Notice Packet shall be deemed received by the Class Member to whom it
13 was sent.

14 9.4.1 In the event that subsequent to the first mailing of a Notice Packet and prior
15 to the Notice Response Deadline, that Notice Packet is returned to the Claims Administrator by the
16 United States Postal Service with a forwarding address for the recipient, the Claims Administrator
17 shall re-mail the Notice Packet to that address within five (5) business days, the Notice Packet will
18 be deemed mailed as of the date of re-mailing, the forwarding address shall be deemed the
19 Updated Address for that Class Member, and any responses from the Class Member (*i.e.*, a dispute
20 regarding calculation of Work Weeks, a Request for Exclusion, or an objection) are due to the
21 Claims Administrator by the Notice Response Deadline or within twenty-one (21) days from the
22 date of re-mailing, whichever is later.

23 9.4.2 In the event that subsequent to the first mailing of a Notice Packet, the
24 Notice Packet is returned to the Claims Administrator by the United States Postal Service because
25 the address of the recipient is no longer valid, but no forwarding address is provided, the Claims
26 Administrator shall perform Reasonable Address Verification Measures in an effort to ascertain
27 the current address of the particular Class Member in question. If such an address is ascertained,
28 the Claims Administrator shall re-mail the Notice Packet within five (5) business days of

1 receiving such information, the Notice Packet will be deemed mailed as of that date of re-mailing,
2 the newly obtained address shall be deemed the Updated Address for that Class Member, and any
3 responses from the Class Member (i.e., a dispute regarding calculation of Work Weeks, a Request
4 for Exclusion, or an objection) are due to the Claims Administrator by the Notice Response
5 Deadline or within twenty-one (21) days from the date of re-mailing, whichever is later.

6 9.4.3 In the event that subsequent to the first mailing of a Notice Packet, the
7 Notice Packet is returned to the Claims Administrator by the United States Postal Service but no
8 Updated Address is obtained for that Class Member using either method specified above, the
9 Notice Packet shall be re-mailed to the Last Known Address within five (5) business days of
10 receiving such information, the Notice Packet will be deemed mailed as of that date of re-mailing,
11 and the Class Member shall have until the Notice Response Deadline or within twenty-one (21)
12 days from the date of re-mailing to submit a response, whichever is later. In either event, the
13 Notice Packet shall be deemed received when it is mailed for the second time under this
14 paragraph.

15 9.4.4 In the event that any Notice Packet is returned to the Claims Administrator
16 as undeliverable is associated with a Class Member who is currently employed by Sephora,
17 counsel for Sephora will make immediate efforts to obtain a current mailing address and provide
18 such updated address to the Claims Administrator for re-mailing of the Notice Packet.

19 9.5 **Disputes Regarding Work Weeks:** In calculating each individual Class
20 Member's share of the settlement, Sephora's reasonably available records regarding the Work
21 Weeks of Class Members shall be presumed to be correct. Class Members will be provided with
22 the individualized information upon which their respective shares of the Net Settlement Amount
23 will be based. Class Members who dispute Sephora's records must submit a challenge in writing
24 to the Claims Administrator and will bear the burden of proof, *i.e.*, a Class Member who fails to
25 provide written documentation supporting a different the number of Work Weeks than that
26 specified in his or her Notice will have his or her dispute denied. All such disputes must be
27 submitted to the Claims Administrator by the Notice Response Deadline (as evidenced by the
28 date of the postmark of the submission). Sephora will investigate the dispute and determine

1 whether any correction to the number of Work Weeks for the Class Member raising the dispute
2 should be made. In no case will a dispute regarding the number of Work Weeks result in a
3 payment by Sephora in excess of the Gross Settlement Amount.

4 9.6 **Requests for Exclusion:** Class Members who wish to be excluded from the
5 Settlement must submit a written Request for Exclusion to the Claims Administrator by the Notice
6 Response Deadline (as evidenced by the date of the postmark of the submission). The Request for
7 Exclusion must be submitted on the form attached as **Exhibit B** hereto and signed by the Class
8 Member. Requests for Exclusion must be made individually and cannot be made on behalf of a
9 group or other Class Members. If a Class Member submits a Request for Exclusion that fails to
10 include all required information or that cannot be verified by the Claims Administrator as being an
11 authentic submission by the Class Member, it will be considered invalid, and the Claims
12 Administrator shall mail notification of the deficiency to the Class Member within five (5)
13 business days of receipt. The Class Member shall have until the Notice Response Deadline or
14 twenty-one (21) days from the date of the mailing of notification of the deficiency (whichever is
15 later), to cure any deficiencies, at which point his or her Request for Exclusion will be rejected if
16 not received and that Class Member will be mailed his or her share of the Net Settlement Amount
17 (according to the formulas set forth in this Agreement). In the event that five percent (5%) or more
18 of all Class Members timely request exclusion from the Class by submitting Requests for
19 Exclusion or comparable documentation, Sephora shall have the absolute right in its sole discretion
20 to revoke, terminate, and withdraw from this Agreement in its entirety.

21 Any valid Request for Exclusion will be effective only as to the Class Settlement. Any
22 Class Member who is an Aggrieved Employee will be bound by the release of PAGA claims and
23 will receive their share of the PAGA amount regardless of submitting a Request for Exclusion.

24 9.7 **No Request for Exclusion by Class Representative:** The Class Representatives
25 shall not request exclusion from the Settlement. The Class Representatives agree that by signing
26 this Agreement they are accepting the terms of this Settlement.

27 9.8 **Objections to Settlement:** Class Members who do not request exclusion from the
28 Class may object to the Agreement by submitting copies of their written objections to the Claims

1 Administrator (as evidenced by the date of the postmark of the submission) by the Notice
2 Response Deadline. This Notice Response Deadline applies to any objections notwithstanding any
3 argument regarding alleged non-receipt of the Notice Packet. Written objections should be signed
4 by the Class Member and should: (1) state the objecting Class Member's name, address, telephone
5 number and the last four digits of his/her Social Security number, (2) state the case name and
6 number as follows: *Sephora Wage and Hour Cases*, Judicial Council Coordinated Proceeding
7 No. 4911, (3) state concisely each objection to the Settlement, (4) explain the basis for each such
8 objection, and (5) be dated. If the Class Member intends to use any document(s) to support his or
9 her objection, a copy of the document(s) should be included with the written objection at the time
10 of submission. Submitting an objection to this Settlement does not affect the Class Members'
11 right to obtain the benefits of this Settlement. The Claims Administrator shall forward a copy of
12 any written objections and/or supporting documentation that it receives to both Class Counsel and
13 Counsel for Sephora within two (2) business days of receipt.

14 9.9 **Anyone wishing to appear at the final approval hearing to discuss concerns or**
15 **objections to the Settlement shall be permitted to do so, whether or not they submit a written**
16 **objection.** Anyone wishing to appear at the final approval hearing to object to the Settlement can,
17 but is not required to, indicate this in his or her written objections. The Claims Administrator shall
18 forward a copy of any Objection received to both Class Counsel and Counsel for Sephora within
19 two (2) business days of receipt. Class members who wish to appear at the final fairness hearing
20 may contact Class Counsel to arrange a telephonic appearance through CourtCall, at least five
21 days before the hearing if possible. **Any CourtCall fees for an appearance by an objecting**
22 **class member will be paid by Class Counsel.**

23 9.10 Any Class Member who fails to serve timely written objections in the manner set
24 forth herein be deemed to have waived any objections and shall be foreclosed both from making
25 any objection to the Settlement and from filing any appeal from any Final Approval Order issued
26 by the Court. Class Members who timely and validly request exclusion from the Settlement shall
27 have no right to object and shall be foreclosed from making any objection to the Settlement.

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1 **X. PAYMENT OF CLAIMS**

2 10.1 **Eligibility for Settlement Payments:** Settlement Class Members need not submit a
3 claim form to receive a Settlement Payment. As a condition of receiving any Settlement Payment
4 under this Agreement, Class Members must not request exclusion from the Class. Each Settlement
5 Class Member shall be entitled to a payment equal to the sum of their individually determined
6 Settlement Payment, less the required taxes and withholdings. Class Members who have
7 submitted untimely or invalid Requests for Exclusion will still be considered part of the
8 Settlement Class, will still be bound by the Settlement and the Released Claims, and will be
9 entitled to receive Settlement Payments.

10 10.2 **Distribution of Settlement Payments.** After the Court grants final approval of
11 the Settlement, and the Effective Date has passed, the Claims Administrator shall prepare a final
12 list of all Settlement Class Members. For each Settlement Class Member on this list, the Claims
13 Administrator will calculate the amounts due to each Settlement Class Member using the
14 methodology set forth in Section 8.7 of this Agreement (excluding any individuals who
15 effectively and timely requested exclusion from the Settlement) and provide that calculation to
16 Class Counsel and Defendant's Counsel within five (5) days after the Effective Date.

17 10.3 No later than ten (10) business days after the Effective Date has passed, Sephora
18 shall pay to the Claims Administrator the Gross Settlement Amount of \$12,750,000.00. Sephora
19 will wire the funds requested by the Claims Administrator into the QSF set up and controlled by
20 the Claims Administrator.

21 10.4 The Settlement Payments to the Settlement Class and the PAGA Penalty Payment
22 to the LWDA will be paid by the Claims Administrator no later than twenty-five (25) business
23 days after the Effective Date. Each Settlement Payment check will carry a legend stating that by
24 negotiating the check, the Settlement Class Member is (1) consenting to participate in the Lawsuit
25 and the Settlement reached therein, and (2) releasing all wage and hour claims as set forth in the
26 Notice of Pendency of Class Action Settlement.

27 10.5 Class Counsel's Attorneys' Fees and Litigation Expenses and the Service
28 Enhancement Payment to the Class Representatives will be paid by the Claims Administrator no

1 later than twenty-five (25) business days after the Effective Date. Payments made shall constitute
2 full satisfaction of any claim for fees or costs. Class Representatives and Class Counsel, on behalf
3 of themselves and all Settlement Class Members, agree that they shall not seek nor be entitled to
4 any additional attorneys' fees or costs for the Released Claims. Class Counsel shall provide the
5 Claims Administrator with the pertinent taxpayer identification numbers and instructions on the
6 total amount of the payment for wiring and reporting purposes within five (5) days after the
7 Effective Date has passed (or, if that date falls on a weekend or holiday, the next business day
8 thereafter). Other than any reporting of this fee payment as required by this Agreement or law,
9 which Sephora shall make, Class Counsel shall be responsible for the reporting and payment of
10 any federal, state, and/or local income or other form of tax on any payment that they receive
11 pursuant to this Agreement.

12 10.6 Not later than seventy-five (75) calendar days following the Effective Date (or, if
13 that date falls on a weekend or holiday, the next business day thereafter), the Claims Administrator
14 shall provide Class Counsel and Defendant's Counsel with a declaration under oath to verify the
15 mailing of Settlement Payment checks and the other distributions from the Gross Settlement
16 Amount. Any checks issued to Settlement Class Members shall remain negotiable for a period of
17 one hundred eighty (180) calendar days from the date of mailing of the Settlement Payment
18 checks. Uncashed checks will be voided, and the funds redistributed to those Settlement Class
19 Members who cashed their first check (referred to as the "redistribution") and calculated *pro rata*
20 based on each such Class Member's respective Workweeks relative to the Workweeks worked by
21 all such Class Members. Checks from the redistribution shall remain negotiable for a period of one
22 hundred eighty (180) calendar days from the date of mailing and, if not cashed, will be voided.
23 Settlement Class Members who fail to negotiate their Settlement Payment check(s) in a timely
24 fashion shall remain subject to the terms of the Settlement, the Released Claims, and the Final
25 Approval Order from the Court. The funds associated with any Settlement Payment checks from
26 the redistribution which are not timely negotiated will be paid to Legal Aid at Work pursuant to
27 the *cy pres* doctrine within two hundred (200) calendar days from the date of mailing the
28 Settlement Payment checks for redistribution. No later than two hundred ten (210) calendar days

1 from the date of mailing of the Settlement Payment checks for redistribution (or, if that date falls
2 on a weekend or holiday, the next business day thereafter), the Claims Administrator shall provide
3 Class Counsel and Defendant's Counsel with a declaration as to the total amount of any uncashed
4 settlement checks and the *cy pres* payment.

5 10.7 Sephora understands its legal obligation not to retaliate against the Class
6 Representatives or Class Members for their participation and/or election to participate in the
7 benefits to be afforded any of them by the Settlement Payments and/or the Lawsuit.

8 **XI. RELEASED CLAIMS**

9 11.1 **Settlement Class Member Released Claims.** Upon the Effective Date, each of
10 the Settlement Class Members, on behalf of themselves and each of their heirs, representatives,
11 successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment
12 shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties
13 from the following claims, which pursuant to the Agreement are being released through and
14 including the dates of the Class Period: all wage and hour class claims which were or could have
15 been alleged based on the factual allegations contained in the Complaint(s) filed in the Lawsuit.
16 For the avoidance of doubt, these released claims include, but are not limited to: (1) Failure to
17 Pay Wages and Overtime; (2) Failure to Provide Lawful Meal and Rest Periods; (3) Failure to Pay
18 Wages on Resignation or Termination; (4) Failure to Provide Accurate Itemized Wage Statements;
19 (5) Failure to Reimburse Business Expenses; (6) Failure to Keep or Provide Accurate Records; (7)
20 Reporting Time Violations; (8) Violations of, and/or claims for Interest, Costs, Attorneys' Fees,
21 and/or Civil, Statutory, or other Penalties under, California Labor Code Sections 201-204, 210, 212-
22 213, 215-216, 218.5, 218.6, 219, 221, 223-226, 226.6, 226.7, 245-249, 256, 354, 408, 432, 510,
23 512, 552-553, 558, 1174-1175, 1194, 1197-1199, 1770-1771, 1774, 2698-2699, 2802, 2926-2927,
24 and/or California Code of Civil Procedure Section 1021.5; (9) Violations of any and all relevant
25 municipal code sections, including, but not limited to, San Jose Municipal Code § 4.100 *et. seq.*;
26 (10) Violations of all applicable, or allegedly applicable Wage Orders including, but not limited to
27 Wage Orders 4, 7, and 16 (Cal. Code Regs. tit. 8, §§ 11040, 11160, and 11070); (11) Unfair
28 Business Practices Under the Unfair Competition Law (Business and Professions Code § 17200 *et*

1 *seq.*); (12) Claims under the California Private Attorneys General Act; and (13) Claims under the
2 Fair Labor Standards Act; and any wages, commissions, bonuses, overtime, meal and rest break
3 premiums, unreimbursed expenses, damages, penalties, interest, punitive damages, liquidated
4 damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on or
5 related to the above claims (the "Released Claims"). The Released Claims expressly exclude all
6 unrelated claims including but not limited to claims for retaliation, discrimination, unemployment
7 insurance, disability, workers' compensation, and claims outside the Class Period.

8 11.1.1 All Class Members shall be bound by the release described in Section 11.1
9 and considered Participating Class Members in this Settlement *unless* they formally request
10 exclusion from this Settlement by submitting a valid and timely Request for Exclusion or
11 comparable documentation. Furthermore, any Participating Class Member who then cashes his or
12 her first Settlement Payment Check shall also release any claims under the federal Fair Labor
13 Standards Act ("FLSA"), 29 U.S.C. §§ 216 *et seq.* However, any Participating Class Member who
14 does *not* negotiate his or her first Settlement Payment Check within 180 days after it is initially
15 mailed shall nevertheless release all claims described in Section 11.1 but shall *not* release any
16 claims under the FLSA.

17 11.1.2 Consistent with the foregoing, Settlement Class Members may not sue or
18 otherwise make a claim against any of the Released Parties that is in any way related to, arises out
19 of, or is connected with any of the Released Claims set forth in this section.

20 11.2 **Class Representatives Released Claims:** Upon the Effective Date, Class
21 Representatives, on behalf of themselves and each of their respective heirs, representatives,
22 successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment shall
23 have, fully, finally, and forever released, finally, and forever released, relinquished, and
24 discharged the Released Parties from the following claims, which pursuant to the Agreement are
25 being released through and including the dates of the Class Period: all wage and hour class claims
26 which were or could have been alleged based on the factual allegations contained in the
27 Complaint(s) filed in the Lawsuit. For the avoidance of doubt, these released claims include, but
28 are not limited to: (1) Failure to Pay Wages and Overtime; (2) Failure to Provide Lawful Meal and

1 Rest Periods; (3) Failure to Pay Wages on Resignation or Termination; (4) Failure to Provide
2 Accurate Itemized Wage Statements; (5) Failure to Reimburse Business Expenses; (6) Failure to
3 Keep or Provide Accurate Records; (7) Reporting Time Violations; (8) Violations of, and/or claims
4 for Interest, Costs, Attorneys' Fees, and/or Civil, Statutory, or other Penalties under, California
5 Labor Code Sections 201-204, 210, 212-213, 215-216, 218.5, 218.6, 219, 221, 223-226, 226.6,
6 226.7, 245-249, 256, 354, 408, 432, 510, 512, 552-553, 558, 1174-1175, 1194, 1197-1199, 1770-
7 1771, 1774, 2698-2699, 2802, 2926-2927, and/or California Code of Civil Procedure Section
8 1021.5; (9) Violations of any and all relevant municipal code sections, including, but not limited to,
9 San Jose Municipal Code § 4.100 *et. seq.*; (10) Violations of all applicable, or allegedly applicable
10 Wage Orders including, but not limited to Wage Orders 4, 7, and 16 (Cal. Code Regs. tit. 8, §§
11 11040, 11160, and 11070); (11) Unfair Business Practices Under the Unfair Competition Law
12 (Business and Professions Code § 17200 *et seq.*); (12) Claims under the California Private
13 Attorneys General Act; and (13) Claims under the Fair Labor Standards Act; and any wages,
14 commissions, bonuses, overtime, meal and rest break premiums, unreimbursed expenses,
15 damages, penalties, interest, punitive damages, liquidated damages, costs, attorneys' fees,
16 injunctive relief, declaratory relief, or accounting based on or related to the above claims (the
17 "Released Claims"). The Released Claims expressly exclude all unrelated claims including but
18 not limited to claims for retaliation, discrimination, unemployment insurance, disability, workers'
19 compensation, and claims outside the Class Period.

20 11.2.1 With regard to the Class Representatives Released Claims, the Class
21 Representatives do not provide a general release.

22 11.2.2 The Class Representatives may hereafter discover facts in addition to or
23 different from those which he now knows or believes to be true with respect to the subject matter of
24 the Class Representatives Released Claims, but they shall be deemed to have, and by operation of
25 the Judgment shall have, fully, finally, and forever settled and released any and all Class
26 Representatives Released Claims, known or unknown, suspected or unsuspected, contingent or non-
27 contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon
28 any theory of law or equity now existing or coming into existence in the future, including, but not

1 limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty,
2 law or rule, without regard to the subsequent discovery or existence of such different or additional
3 facts.

4 **XII. MOTIONS FOR COURT APPROVAL**

5 12.1 **Motion for Preliminary Approval:** On July 23, 2021, Class Counsel filed a
6 motion for preliminary approval. The Court has required supplemental briefing. To the extent the
7 Court requires a new motion for preliminary approval or other supplemental briefing then Class
8 Counsel shall endeavor to provide to Defendant for review and comment at least five (5) business
9 days before the filing of the motion. Class Counsel shall file, if required by the Court: (i) this
10 Agreement and its Exhibits, (ii) a noticed motion seeking the Court's preliminary approval of this
11 Settlement, (iii) a proposed order granting such preliminary approval and setting hearing for final
12 approval, and (iv) any other document consistent with the Settlement and reasonably necessary to
13 obtain the Court's preliminary approval of the Settlement.

14 12.2 **Motion for Final Approval:** The Parties shall request that the motion for final
15 approval be set for hearing a reasonable period of time after the Notice Response Deadline, as the
16 Court's calendar will allow. Class Counsel shall prepare the motion for final approval of the
17 Settlement according to the timeline the Court directs, and shall provide to Defendant for review
18 and comment a draft motion for final approval at least five (5) business days before the filing of
19 the motion. Sufficiently in advance of the final approval hearing to meet the statutory notice
20 requirements, Plaintiffs shall file with the Court: (i) a noticed motion for final approval which shall
21 include Class Counsel's motion for Attorneys' Fees, Litigation Expenses, and Service
22 Enhancement Payments, (ii) a proposed order granting final approval and entering Judgment
23 thereon, and (iii) any other documents consistent with the Settlement and reasonably necessary to
24 obtain the Court's final approval of the Settlement and entry of Judgment. The Parties will ask the
25 Court to maintain jurisdiction of this matter for the purpose of monitoring compliance with and
26 performance under this Agreement and any and all orders and judgments, including the Judgment,
27 entered by the Court.

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1 **XIII. RIGHT TO REVOKE**

2 13.1 **Defendant's Right to Revoke:** Sephora has the right in its sole and exclusive
3 discretion to terminate this Agreement and withdraw from the Settlement at any time prior to date
4 the Court enters the Final Approval Order on this Settlement if: (a) the Settlement is construed in
5 such a fashion that Sephora is required to pay more than the Gross Settlement Amount, including
6 but not limited to construal to require Sephora to pay more than half of the amount of the
7 Employer Payroll Tax Liability in addition to the Gross Settlement Amount; or (b) any court,
8 following the signing of this Agreement but before the Court enters the Final Approval Order,
9 certifies, whether on a conditional basis or not, a class, collective, or representative action
10 involving a claim described in the Lawsuit by potential class members covered by this Settlement;
11 or (c) the Court does not grant preliminary approval of the Settlement; or (d) 5% or more of all
12 Class Members timely and validly request exclusion from the Settlement. In the event that
13 Sephora exercises its right to revoke, Sephora shall be responsible for all settlement administration
14 costs incurred.

15 13.2 **Plaintiffs' Right to Revoke:** During negotiations Defendant estimated that the
16 settlement class consisted of approximately 13,775 employees who worked approximately 962,892
17 Workweeks. If the actual number of Workweeks exceeds this estimate by five percent (5%) or
18 more then Plaintiffs shall have the option of voiding the settlement. In the event that Plaintiffs
19 exercise their right to revoke due to Sephora's underreporting of Workweeks, Sephora shall be
20 responsible for all settlement administration costs incurred.

21 13.3 **Termination of Settlement Agreement:** If the conditions of the Settlement set
22 forth in this Agreement are not satisfied, or if Sephora or Plaintiffs terminate and withdraws from
23 the Agreement pursuant to Sections 13.1 or 13.2 above, or if the Court does not enter the Final
24 Approval Order as provided for in this Agreement, or if appellate review is sought and on such
25 review the Court's Final Approval Order is materially modified or reversed, or if one or more of the
26 terms of the Settlement is not approved or the Settlement with respect to one or more such terms is
27 materially modified or reversed, then this Settlement shall be canceled, terminated, and shall have
28 no force or effect , and any class certified for settlement purposes will be vacated. In such an

1 event, neither the Agreement, nor the settlement documents, nor the negotiations leading to the
2 Settlement may be used as evidence for any purpose, and Sephora shall retain the right to
3 challenge all claims and allegations in the Lawsuit, to assert all applicable defenses, and to dispute
4 the propriety of class certification on all applicable grounds. If the Effective Date does not occur
5 (due to failure of the Court to grant final approval or otherwise), or if this Settlement is terminated,
6 revoked, or canceled pursuant to its terms, the Parties to this Settlement shall be deemed to have
7 reverted to their respective status as of the date immediately prior to the execution of this
8 Settlement. Notwithstanding this provision, the Parties hereby stipulate that the terms of Section
9 15.13 shall survive and be admissible in evidence even if the Settlement does not become final.

10 **XIV. COOPERATION**

11 14.1 The Parties shall cooperate fully with one another in seeking approval of the Court
12 of this Agreement and to use their respective best efforts to consummate the Settlement and cause
13 the Final Approval Order and Judgment to be entered and to become final. The Parties therefore
14 agree to cooperate in good faith to promptly prepare, execute and finalize all Settlement-related
15 documents, seek all necessary Court approvals, and do all other things necessary to consummate
16 the Settlement. The Parties also agree to mutually seek to stay any pending or subsequently filed
17 class action lawsuits that allege any of the Released Claims set forth in Section 11 of this
18 Agreement.

19 14.2 No Party to this Agreement shall seek to evade his, her, or its good faith
20 obligations to seek approval and implementation of this Settlement by virtue of any ruling, order,
21 governmental report, or other development, whether in the Lawsuit, in any other litigation, or
22 otherwise, that hereafter might occur and might be deemed to alter the relative strengths of the
23 Parties with respect to any claims or defenses or their relative bargaining power with respect to
24 negotiating.

25 14.3 The Parties and their respective counsel of record deem this Settlement to be fair
26 and reasonable and have arrived at this Settlement after arms-length negotiations taking into
27 account all relevant factors, present and potential.

28 14.4 The Class Representatives and Class Counsel agree to waive appeals of an order

1 granting final approval of this Settlement or entering Judgment in the Lawsuit as to Sephora so
2 long as such order is consistent with the material terms of this Agreement.

3 14.5 Other than as necessary to implement the Settlement, neither Plaintiffs nor Class
4 Counsel shall initiate any publicity, disclosure or contact with the media, or respond to any
5 inquiry from the media, regarding the Settlement other than to confirm that this Action has
6 settled. Any confirmation of settlement shall remain confidential until Notice is mailed.

7 **XV. MISCELLANEOUS PROVISIONS**

8 15.1 All of the Parties have been represented by counsel throughout all negotiations that
9 preceded the execution of this Agreement, and this Agreement is made with the consent and
10 advice of counsel.

11 15.2 This Agreement may not be modified or amended, except in a writing that is
12 signed by the respective counsel of record for the Parties and approved by the Court.

13 15.3 This Agreement and its Exhibits attached hereto constitute the entire agreement
14 between the Parties concerning the subject matter hereof, and supersede and replace all prior
15 negotiations, understandings, memoranda of understanding and proposed agreements, written and
16 oral, relating thereto. No extrinsic oral or written representations or terms shall modify, vary, or
17 contradict the terms of the Agreement unless made in writing, signed by duly authorized
18 representatives of all Parties, and approved in writing by a final order of the Court. No waiver of
19 any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one
20 or more instance shall be deemed to be or construed as a further or continuing waiver of any such
21 term, provision or condition.

22 15.4 This Agreement shall be subject to, governed by, construed, enforced, and
23 administered in accordance with the laws of the State of California, without giving effect to the
24 principles of conflict of laws, both in its procedural and substantive aspects, and shall be subject to
25 the continuing jurisdiction of the Court. This Agreement shall be construed as a whole according to
26 its fair meaning and intent, and not strictly for or against any party, regardless of who drafted (or
27 was principally responsible for drafting) this Agreement or any specific term or condition thereof.
28 In any construction to be made of the Agreement, the Agreement shall not be construed against any

1 party and the canon of contract interpretation set forth in California Civil Code section 1654 shall
2 not be applied.

3 15.5 The Settlement shall be binding upon and inure to the benefit of the Settling
4 Parties' respective successors, assigns, heirs, spouses, marital communities, executors,
5 administrators and legal representatives. The Agreement and Settlement are not designed to and
6 do not create any third-party beneficiaries either express or implied.

7 15.6 The Parties will file a joint stipulation and proposed order to file an amended
8 complaint in the matter of *Burnthorne-Martinez v. SEPHORA USA, Inc.* (San Francisco CGC-16-
9 55-0894, coordinated with JCCP 04911) in substantially the form attached hereto as **Exhibit "D"**
10 in order to add a cause of action under the Fair Labor Standards Act of 1938, 29 U.S.C. § 203
11 ("FLSA"), in advance of seeking preliminary approval of the Settlement. Sephora shall file an
12 answer/general denial within fourteen (14) days of the above referenced amended complaint
13 being deemed filed and served by the Court.

14 15.7 The Parties agree they can consult mediator David Rotman to advise on disputes
15 that may arise in connection with interpreting the terms of the Settlement. However, Mr.
16 Rotman's opinions will be non-binding on the Parties and the Parties agree only the Court shall
17 retain jurisdiction with respect to disputes that may arise in connection with interpreting the terms
18 of the Agreement, and the implementation and enforcement of the terms of the Agreement, and
19 all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and
20 enforcing the terms of the Agreement.

21 15.8 This Agreement may be executed in one or more counterparts, each of which shall
22 be deemed an original and together shall constitute one and the same instrument. When each of
23 the Parties has signed at least one such counterpart, this Agreement shall become effective and
24 binding as to all of the Parties as of the day and year last executed. Fax and/or electronically
25 scanned signatures shall be deemed as effective as originals.

26 15.9 The Parties hereto represent, covenant, and warrant that they have not directly or
27 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
28 person or entity any portion of any liability, claim, demand, action, cause of action or rights

1 herein released and discharged except as set forth herein.

2 15.10 Each individual signing this Agreement warrants that he or she has the authority
3 and is expressly authorized to enter into this Agreement on behalf of the party (or parties) for
4 which that individual signs.

5 15.11 Any notices or other documents that must or may be transmitted to Class Counsel
6 and/or Defendant's Counsel, pursuant to any section of this Agreement, shall be transmitted to the
7 addresses set forth in the definitions of Class Counsel and Defendant's Counsel, respectively, set
8 forth above.

9 15.12 The Parties and all counsel acknowledge and agree that for the purposes of any
10 claims, actions, and/or proceedings arising out of this Agreement, notice provided to Class
11 Counsel shall be deemed to be notice to the Plaintiff.

12 15.13 The Parties have stipulated to stay any and all deadline(s) to bring the case to trial,
13 including pursuant to Cal. Civ. Code Section 583.320. This stay shall remain in place until such
14 time as the Settlement is either approved or nullified, as set forth herein.

15
16 *[signatures on following page]*
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1 IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the
2 foregoing terms and conditions by executing this Agreement as of the date indicated below.

3 **APPROVED AND AGREED:**

4
5 Dated: 11/11/2021

6 By: 
7 ALYSSA BURNTHORNE-MARTINEZ
8 Representative Plaintiff

9 Dated: _____

10 By: _____
11 ROSE PROVENCIO
12 Representative Plaintiff

13 Dated: _____

14 By: _____
15 LACEY HERNANDEZ
16 Representative Plaintiff

17 Dated: _____

18 By: _____
19 BRENDA MORALES
20 Representative Plaintiff

21 Dated: _____

22 By: _____
23 JESSICA DURAN
24 Representative Plaintiff

25 Dated: _____

26 DEFENDANT SEPHORA USA, Inc.

27 By: _____
28 ERIC J. BAYSINGER
Vice President, General Counsel, Sephora
USA, Inc

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2 foregoing terms and conditions by executing this Agreement as of the date indicated below.

3 **APPROVED AND AGREED:**

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5
6 Dated: _____

By: _____
ALYSSA BURNTHORNE-MARTINEZ
Representative Plaintiff

7
8
9 Dated: Nov 11, 2021

By:  _____
ROSE PROVENCIO (Nov 11, 2021 19:31 PST)
ROSE PROVENCIO
Representative Plaintiff

10
11
12 Dated: _____

By: _____
LACEY HERNANDEZ
Representative Plaintiff

13
14
15 Dated: _____

By: _____
BRENDA MORALES
Representative Plaintiff

16
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18 Dated: _____

By: _____
JESSICA DURAN
Representative Plaintiff

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21 Dated: _____

DEFENDANT SEPHORA USA, Inc.

By: _____
ERIC J. BAYSINGER
Vice President, General Counsel, Sephora
USA, Inc

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3 **APPROVED AND AGREED:**

4
5 Dated: _____

By: _____
ALYSSA BURNTHORNE-MARTINEZ
Representative Plaintiff

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9 Dated: _____

By: _____
ROSE PROVENCIO
Representative Plaintiff

10
11
12 Dated: 11/12/2021

By: 
LACEY HERNANDEZ
Representative Plaintiff

13
14
15 Dated: _____

By: _____
BRENDA MORALES
Representative Plaintiff

16
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18 Dated: _____

By: _____
JESSICA DURAN
Representative Plaintiff

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21 Dated: _____

DEFENDANT SEPHORA USA, Inc.

By: _____
ERIC J. BAYSINGER
Vice President, General Counsel, Sephora
USA, Inc

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2 foregoing terms and conditions by executing this Agreement as of the date indicated below.

3 **APPROVED AND AGREED:**

4
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6 Dated: _____

By: _____
ALYSSA BURNTHORNE-MARTINEZ
Representative Plaintiff

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9 Dated: _____

By: _____
ROSE PROVENCIO
Representative Plaintiff

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12 Dated: _____

By: _____
LACEY HERNANDEZ
Representative Plaintiff

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14
15 Dated: 11/10/21

By: 
BREND A MORALES
Representative Plaintiff

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18 Dated: _____

By: _____
JESSICA DURAN
Representative Plaintiff

19
20
21 Dated: _____

DEFENDANT SEPHORA USA, Inc.

22
23 By: _____
ERIC J. BAYSINGER
Vice President, General Counsel, Sephora
USA, Inc

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2 foregoing terms and conditions by executing this Agreement as of the date indicated below.

3 **APPROVED AND AGREED:**

4
5 Dated: _____

6 By: _____
7 ALYSSA BURNTHORNE-MARTINEZ
8 Representative Plaintiff

9 Dated: _____

10 By: _____
11 ROSE PROVENCIO
12 Representative Plaintiff

13 Dated: _____

14 By: _____
15 LACEY HERNANDEZ
16 Representative Plaintiff

17 Dated: _____

18 By: _____
19 BRENDA MORALES
20 Representative Plaintiff

21 Dated: Nov. 9, 2021

22 By:  _____
23 JESSICA DURAN
24 Representative Plaintiff

25 Dated: _____

26 DEFENDANT SEPHORA USA, Inc.

27 By: _____
28 ERIC J. BAYSINGER
Vice President, General Counsel, Sephora
USA, Inc

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1 IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the
2 foregoing terms and conditions by executing this Agreement as of the date indicated below.

3 **APPROVED AND AGREED:**

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6 Dated: _____

By: _____
ALYSSA BURNTHORNE-MARTINEZ
Representative Plaintiff

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9 Dated: _____

By: _____
ROSE PROVENCIO
Representative Plaintiff

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12 Dated: _____

By: _____
LACEY HERNANDEZ
Representative Plaintiff

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15 Dated: _____

By: _____
BRENDA MORALES
Representative Plaintiff

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18 Dated: _____

By: _____
JESSICA DURAN
Representative Plaintiff

19
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21 Dated: 11/11/2021

DEFENDANT SEPHORA USA, Inc.

Eric J Baysinger

22
23 By: _____
ERIC J. BAYSINGER
Vice President, General Counsel, Sephora
USA, Inc

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APPROVED AS TO FORM:

Dated: Nov. 9, 2021

HATHAWAY, PERRETT, WEBSTER, POWERS,
CHRISMAN & GUTIERREZ, A Professional Corporation



By: _____
ALEJANDRO P. GUTIERREZ
Attorneys for Plaintiff JESSICA DURAN and the
Certified Class

Dated: _____

ALLEN ATTORNEY GROUP

By: _____
KEVIN R. ALLEN
Attorneys for Plaintiff ROSE PROVENCIO and the
Certified Class

Dated: _____

SETAREH LAW GROUP

By: _____
THOMAS SEGAL
Attorneys for Plaintiff ALYSSA BURNTHORNE-
MARTINEZ and the Certified Class

Dated: _____

MATTHEW NORTON & ASSOCIATES, P.C.

By: _____
JOHN M. NORTON
Attorneys for Plaintiffs
LACEY HERNANDEZ AND BRENDA
MORALES, and the Certified Class

Dated: _____

ORRICK HERRINGTON & SUTCLIFFE LLP

By: _____
ANDREW R. LIVINGSTON
Attorneys for Defendant

4163-3530-3474

1 **APPROVED AS TO FORM:**

2 Dated: _____

HATHAWAY, PERRETT, WEBSTER, POWERS,
CHRISMAN & GUTIERREZ, A Professional Corporation

3

4

5 By: _____

ALEJANDRO P. GUTIERREZ
Attorneys for Plaintiff JESSICA DURAN and the
Certified Class

6

7

8 Dated: November 11, 2021

ALLEN ATTORNEY GROUP

9

10

11 By:  _____

KEVIN R. ALLEN
Attorneys for Plaintiff ROSE PROVENCIO and the
Certified Class

12

13

14 Dated: _____

SETAREH LAW GROUP

15

16

17 By: _____

THOMAS SEGAL
Attorneys for Plaintiff ALYSSA BURNTHORNE-
MARTINEZ and the Certified Class

18

19

20 Dated: _____

MATTHEW NORTON & ASSOCIATES, P.C.

21

22

23 By: _____

JOHN M. NORTON
Attorneys for Plaintiffs
LACEY HERNANDEZ AND BRENDA
MORALES, and the Certified Class

24

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26 Dated: _____

ORRICK HERRINGTON & SUTCLIFFE LLP

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By: _____

ANDREW R. LIVINGSTON
Attorneys for Defendant

4163-3530-3474

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APPROVED AS TO FORM:

Dated: _____

HATHAWAY, PERRETT, WEBSTER, POWERS,
CHRISMAN & GUTIERREZ, A Professional Corporation

By: _____
ALEJANDRO P. GUTIERREZ
Attorneys for Plaintiff JESSICA DURAN and the
Certified Class

Dated: _____

ALLEN ATTORNEY GROUP

By: _____
KEVIN R. ALLEN
Attorneys for Plaintiff ROSE PROVENCIO and the
Certified Class

Dated: 11/11/2021

SETAREH LAW GROUP

By:  _____
THOMAS SEGAL
Attorneys for Plaintiff ALYSSA BURNTHORNE-
MARTINEZ and the Certified Class

Dated: _____

MATTHEW NORTON & ASSOCIATES, P.C.

By: _____
JOHN M. NORTON
Attorneys for Plaintiffs
LACEY HERNANDEZ AND BRENDA
MORALES, and the Certified Class

Dated: _____

ORRICK HERRINGTON & SUTCLIFFE LLP

By: _____
ANDREW R. LIVINGSTON
Attorneys for Defendant

4163-3530-3474

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APPROVED AS TO FORM:

Dated: _____

HATHAWAY, PERRETT, WEBSTER, POWERS,
CHRISMAN & GUTIERREZ, A Professional Corporation

By: _____
ALEJANDRO P. GUTIERREZ
Attorneys for Plaintiff JESSICA DURAN and the
Certified Class

Dated: _____

ALLEN ATTORNEY GROUP

By: _____
KEVIN R. ALLEN
Attorneys for Plaintiff ROSE PROVENCIO and the
Certified Class

Dated: _____

SETAREH LAW GROUP

By: _____
THOMAS SEGAL
Attorneys for Plaintiff ALYSSA BURNTHORNE-
MARTINEZ and the Certified Class

Dated: 11/12/2021

MATTHEW NORTON & ASSOCIATES, P.C.

By: John M. Norton
JOHN M. NORTON
Attorneys for Plaintiffs
LACEY HERNANDEZ AND BRENDA
MORALES, and the Certified Class

Dated: _____

ORRICK HERRINGTON & SUTCLIFFE LLP

By: _____
ANDREW R. LIVINGSTON
Attorneys for Defendant

4163-3530-3474

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APPROVED AS TO FORM:

Dated: _____ HATHAWAY, PERRETT, WEBSTER, POWERS,
CHRISMAN & GUTIERREZ, A Professional Corporation

By: _____
ALEJANDRO P. GUTIERREZ
Attorneys for Plaintiff JESSICA DURAN and the
Certified Class

Dated: _____ ALLEN ATTORNEY GROUP

By: _____
KEVIN R. ALLEN
Attorneys for Plaintiff ROSE PROVENCIO and the
Certified Class


Dated: _____ SETAREH LAW GROUP

By: _____
THOMAS SEGAL
Attorneys for Plaintiff ALYSSA BURNTHORNE-
MARTINEZ and the Certified Class

Dated: _____ MATTHEW NORTON & ASSOCIATES, P.C.

By: _____
JOHN M. NORTON
Attorneys for Plaintiffs
LACEY HERNANDEZ AND BRENDA
MORALES, and the Certified Class

Dated: _____ ORRICK HERRINGTON & SUTCLIFFE LLP

By:  _____
ANDREW R. LIVINGSTON
Attorneys for Defendant

4163-3530-3474

Exhibit 2

Kevin R. Allen, SBN 237994
ALLEN ATTORNEY GROUP PC
2121 North California Avenue, Suite 290
Walnut Creek, California 94596
Tel. (925) 695-4913
Fax (925) 334-7477
kevin@allenattorneygroup.com

Attorneys for Representative Plaintiff Rose Provencio
and the Certified Class/Subclasses

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO
DEPARTMENT 613

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

SEPHORA WAGE AND HOUR CASES

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

CASE NO. CJC-16-004911

**DECLARATION OF JEREMY
TALAVERA ON BEHALF OF CPT
GROUP, INC.**

1 **DECLARATION OF JEREMY TALAVERA**

2 I, Jeremy Talavera, declare as follows:

3 1. I am a Case Manager for CPT Group, Inc. (“CPT”). I have personal knowledge of
4 the facts stated herein, and, if called upon to testify, I could and would testify competently to
5 such facts.

6 2. CPT has extensive experience in providing notice of class actions and
7 administering class action settlements. In the past 30 years, we have provided notification and/or
8 claims administration services in hundreds of class action cases. Pursuant to the Stipulation of
9 Class Action Settlement for this matter, CPT is responsible for printing and mailing the *Notice of*
10 *Proposed Class Action Settlement, Change of Address Form* and *Request for Exclusion Form*
11 (herein referred to as “Notice Packet”), using the National Change of Address (NCOA) search
12 and Skip Trace to obtain updated and forwarding addresses, resolving any disputes received from
13 Class Members, drafting and mailing the settlement payments to participating Class Members,
14 issuing IRS W2 and 1099 forms accordingly, and performing such other tasks as set forth in the
15 Stipulation of Class Action Settlement or as the Parties mutually agree or that the Court orders.

16 3. CPT received the Court-approved text for the Notice Packet from Counsel on
17 December 16, 2021.

18 4. CPT finalized a 12-page Notice Packet. CPT received written approval from all
19 parties and a sufficient number were printed to mail to all Class Members. A true and correct
20 copy of the Notice Packet is attached hereto as Exhibit A.

21 5. On January 6, 2022, CPT received a class data file from Defense Counsel that
22 contained names, last known mailing addresses, phone numbers, Social Security numbers and
23 number of workweeks. The finalized class list contained 13,908 Class Members.

24 6. On January 17, 2022, CPT conducted a National Change of Address (NCOA)
25 search in an attempt to update the class list of addresses as accurately as possible, for all
26 Settlement Class Members. A search of this database provides updated addresses for any
27 individual who moved in the previous four years and notified the U.S. Postal Service of a change
28 of address. As a result of the NCOA, CPT was able to locate 2,118 updated addresses.

1 7. The Notice Packets were enclosed in envelopes with the names and known
2 addresses printed on them. On January 20, 2022, the Notice Packets were mailed via U.S. first
3 class mail to all Class Members.

4 8. As of the date of this declaration, 1,228 Notice Packets have been returned to our
5 office by the Post Office, of which 55 included a forwarding address. For those Notice Packets
6 with a forwarding address, CPT immediately re-mailed those Notice Packets to the forwarding
7 address upon receipt. CPT performed a Skip Trace on all returned mail with no forwarding
8 addresses in an effort to locate a better address using Accurint, one of the most comprehensive
9 address databases available. It utilizes hundreds of different databases supplied by credit
10 reporting agencies, public records and a variety of other national databases.

11 9. As a result of either skip trace, forwarding address provided from the Post Office,
12 or request from counsel or the Class Member themselves, a total of 1,149 Notice Packets have
13 been re-mailed to date. As of this date, there are ultimately 123 Notice Packets undeliverable
14 with no forwarding address, where no new address could be found through skip trace.

15 10. Class Members had until March 6, 2022, to submit objections, disputes and/or
16 requests for exclusion.

17 11. As of the date of this declaration, CPT has not received any written objections to
18 the settlement from Class Members.

19 12. As of the date of this declaration, CPT has not received any disputes from a Class
20 Member regarding their workweeks.

21 13. As of the date of this declaration, CPT has received 19 timely and valid written
22 requests for exclusions. As of the date of this declaration, CPT received 1 deficient request for
23 exclusion and a cure of deficiency letter was sent to the Class Member. The Class Member had
24 until January 10, 2022 to cure the deficiency. The Class Member did not resolve the deficiency
25 by deadline and the request for exclusion was deemed invalid.

26 14. As of the date of this declaration, CPT will report that a total of 13,889
27 participating Class Members are part of this class action settlement, representing a 99.86%
28 participation rate. As of the date of this declaration, the total amount to be distributed to

1 participating Class Members is calculated to be \$7,527,994.63. The lowest payment to a
2 participating Class Member is \$7.60. The average payment to each participating Class Member
3 is estimated at \$542.01. The highest payment to a participating Class Member is estimated at
4 \$3,693.56.

5 15. CPT will charge a total of \$70,000.00 in costs associated with the administration
6 of the Settlement. This includes all costs incurred to date, as well as estimated costs involved in
7 completing the Settlement.

8 16. CPT established a website for Class Members to access:
9 www.cptgroupcaseinfo.com/SephoraWageandHourClassAction. The website was used to post
10 documents pertaining to the case (Notice Packet, approval paperwork) as well as important dates.

11 17. CPT established a toll free number, 1-888-694-2459, for Class Members to call
12 with any questions pertaining to the case.

13
14 I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct. Executed this 11th of March, 2022, at Irvine, California.

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Jeremy Talavera

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

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

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

- If approved by the Court, the Settlement will provide \$12,750,000.00 to resolve claims of approximately 13,775 individuals who were employed by defendant Sephora USA, Inc. (“Sephora”) at its retail stores in California between May 23, 2013 and May 14, 2021, inclusive.
- Plaintiffs’ lawsuit alleges numerous claims against Sephora, including but not limited to that Sephora did not properly compensate nonexempt retail employees for all hours worked (including time spent in security inspections and complying with Sephora’s 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.
- The two sides disagree over whether there is liability for Plaintiffs’ claims, as well as how much money, if any, could have been awarded at trial.
- Your legal rights are affected whether you act or don’t act. **READ THIS NOTICE CAREFULLY!**

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	Get a payment in exchange for a release of covered legal claims.
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.
GO TO FINAL FAIRNESS HEARING	Attend the final approval hearing which will be held at 2:00 p.m. on April 6, 2022, in department 613 of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, CA 94102.
EXCLUDE YOURSELF	Get <u>no</u> Individual Settlement payment. You may opt out of the settlement by submitting a Request for Exclusion by March 6, 2022. 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>
OBJECT	Tell the Court about why you don’t like the Settlement.

DISPUTE “WORKWEEKS”	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. <i>See</i> Section entitled “Defendant’s Records Will be Presumed Correct But May Be Disputed.”
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- **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 www.cptgroupcaseinfo.com/SephoraWageandHourClassAction.**

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BASIC INFORMATION**1. Why did I get this notice?**

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

The lawsuit is known as IN RE SEPHORA WAGE AND HOUR CASES and is pending in the Superior Court of California for the County of San Francisco. This proceeding arises from the following four wage and hour class action lawsuits that were coordinated together in San Francisco County Superior Court and assigned case number CJC-16-004911: (1) Alyssa Burnthorne-Martinez v. Sephora USA, Inc., San Francisco County Superior Court Case No. CGC-16-550894 [filed 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 Francisco Superior Court (Case No. CGC-17-557031) [filed February 19, 2017]; and (4) Duran v. Sephora USA, Inc. San Francisco Superior Court (Case No. CGC-17-561452) [filed September 22, 2017].

What is this lawsuit about?

The lawsuit involves claims under California's wage and hour laws. Plaintiffs worked as nonexempt employees at Sephora retail locations within the Class Period. They allege numerous claims against Sephora, including but not limited to that Sephora did not properly compensate class members for all hours worked (including time spent in security inspections and complying with Sephora's 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.

Collectively, the Plaintiffs' complaints allege claims on behalf of themselves, individually, and on behalf of the Class Members for wage and hour violations, including: (1) Failure to Pay Wages; (Labor Code §§ 510, 1194, 1197); (2) Failure to Provide Lawful Meal and Rest Periods (Labor Code §§ 226.7 and 512); (3) Failure to Pay Wages On Termination (Labor Code § 203); (4) Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226); (5) Failure to Reimburse Business Expenses (Labor Code § 2802); (6) Failure to Keep or Provide Accurate Records; (7) Reporting Time Violations; (8) Violations of, and/or claims for Interest, Costs, Attorneys' Fees, and/or Civil, Statutory, or other Penalties under, California Labor Code Sections 201-204, 210, 212-213, 215-216, 218.5, 218.6, 219, 221, 223-226, 226.6, 226.7, 245-249, 256, 354, 408, 432, 510, 512, 552-553, 558, 1174-1175, 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.).

Defendant denies engaging in any wrongful conduct or that it violated the law in any way and believes that Plaintiffs and the Settlement Class were properly compensated including final wages.

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

What is a class action lawsuit?

In a class action, one or more people called the "Plaintiff" or "Plaintiffs" (in this case, Alyssa Burthorne-Martinez, Jessica Duran, Lacey Hernandez, Brenda Morales, and Rose Provencio) sue on behalf of people who have similar alleged claims. All of these similar people are a "class" or "class members." The Court resolves the issues for all class members, except for those who exclude themselves from the class. On December 16, 2021, the Court

certified the class for purposes of settlement only.

Who is in the Settlement Class?

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

Why is there a settlement?

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

THE SETTLEMENT BENEFITS

2. What do I get?

Under the proposed Settlement Defendant has agreed to pay a Gross Settlement Amount of \$12,750,000.00. This Maximum Settlement Amount will be used to pay Plaintiffs’ attorneys’ fees (not to exceed 33 1/3% of the Maximum Settlement Amount, i.e., \$4,250,000.00) and actual litigation costs (estimated at \$264,952.66), half of the employer-side payroll taxes (estimated at \$162,052.71), a Class Representative Enhancement Award to each of the Plaintiffs (not tied to Plaintiffs’ general releases, and not to exceed \$20,000.00 each), a payment of \$375,000.00 to the Labor and Workforce Development Agency (“LWDA”) for alleged penalties under the Private Attorneys General Act (“PAGA”), and the fees and expenses of the Settlement Administrator CPT Group, Inc. (capped at \$70,000.00). The remainder, referred to as the Net Settlement Amount, will be distributed in full to 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.

PAGA Settlement Payment

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

According to Defendant’s records, you worked for «**PAGAWorkweeks**» weeks in a covered position during the PAGA Period. Based on these dates, your portion of the PAGA settlement payment is estimated to be at least «**PagaEstAmount**».

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

Individual Settlement Payment

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

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

According to Defendant’s records, you worked for «ClassWorkweeks» weeks in a covered position during

the Class Period. Based on these dates, your Individual Settlement Award is estimated to be at least «ClassEstAmount». Your actual Individual Settlement Award may be for more than this amount depending on the number of Settlement Class Members who participate and/or request to opt out of the Settlement.

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

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

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

Defendant's records regarding workweeks, as set forth above, shall be presumed correct, unless evidence to the contrary is timely submitted to the Settlement Administrator. See Section 6 for the Settlement Administrator's Contact Information. Class Members who disagree with Defendant's records of their workweeks total, as presented above, must notify the Settlement Administrator of the dispute, and submit documentation to support their claimed dates of employment (such as, without limitation, payroll or time keeping records or paycheck stubs). The dispute must be received by **March 6, 2022**, 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 does not exclude himself/herself from the Settlement. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Parties shall engage in a good faith effort to reach an agreement as to whether an adjustment for the Class Member is warranted and, if the Parties are unable to reach an agreement, the determination of the Settlement Administrator shall be deemed final.

3. What am I giving up?

If the Settlement is approved then Plaintiffs and each member of the Settlement Class who do not submit a timely Request for Exclusion form (see response to Question 6 below) shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties from the following claims, which pursuant to the Agreement are being released through and including the dates of the Class Period: all wage and hour class claims which were or could have been brought based on the factual allegations contained in the Complaint(s) filed in the Lawsuit, including but not limited to the: (1) Failure to Pay Wages and Overtime; (2) Failure to Provide Lawful Meal and Rest Periods; (3) Failure to Pay Wages on Resignation or Termination; (4) Failure to Provide Accurate Itemized Wage Statements; (5) Failure to Reimburse Business Expenses; (6) Failure to Keep or Provide Accurate Records; (7) Reporting Time Violations; (8) Violations of, and/or claims for Interest, Costs, Attorneys' Fees, and/or Civil, Statutory, or other Penalties under, California Labor Code Sections 201-204, 210, 212-213, 215-216, 218.5, 218.6, 219, 221, 223-226, 226.6, 226.7, 245-249, 256, 354, 408, 432, 510, 512, 552-553, 558, 1174-1175, 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.); (12) Claims under the California Private Attorneys General Act; and (13) Claims under the Fair Labor Standards Act; and any wages, commissions, bonuses, overtime, meal and rest break premiums, unreimbursed expenses, damages, penalties, interest, punitive damages, 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 **March 6, 2022**. 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.

HOW TO GET A SETTLEMENT PAYMENT

4. How do I get a settlement payment?

You need not do anything in order to receive a PAGA Settlement Payment or individual Settlement Payment from this Settlement. If you do not make a timely request to be excluded then, provided 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.

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

Enclosed is a **Change of Address Form** that you can use to update your address. This should be 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.

5. When will I get my check?

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

The “Effective Date” is defined as the date on which the Court’s Final Approval Order becomes final. The Court’s Final Approval Order “becomes final” upon the last to occur of the following: (a) the date of final affirmance on appeal of the Judgment; (b) the date of final dismissal of any appeal from the 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.

Please be advised that you will only have 180 days from the date that the check is issued to cash it. This is why it is so important to ensure the Settlement Administrator has your most up to date contact information. If Class Members fail to cash their settlement checks within 180 days, the checks will be cancelled and the respective funds will be redistributed to those Class Members who cashed their 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 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.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

If you do not want to participate in the Settlement (“opt out” or “request to be excluded”), you must complete, sign, and return the enclosed **Request for Exclusion Form**. Class Members who timely 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 exclusion from the PAGA component of the Settlement and will receive a PAGA Settlement Payment even if they submit a timely request for exclusion, to the extent

they worked during the PAGA Period.

In order to be valid, your Request for Exclusion Form must be completed, signed, dated, and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **March 6, 2022** to the Settlement Administrator:

**Sephora Wage and Hour Cases
c/o CPT Group Inc.
50 Corporate Park
Irvine, CA 92606
1-888-694-2459**

www.cptgroupcaseinfo.com/SephoraWageandHourClassAction

Requests that do not include all required information and/or that are not timely will be deemed null, void, and ineffective. Class Members who fail to submit a valid and timely Request for Exclusion Form on or before **March 6, 2022**, shall be converted to Settlement Class Members, bound by all terms of the Settlement, and any Final Judgment entered in the Action if the Settlement is approved by the Court.

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

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

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

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

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

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

OBJECTING TO THE SETTLEMENT

10. How do I object to the Settlement?

If you do not think the Settlement is fair then you may object to the proposed settlement in writing and/or you may appear at the Final Approval Hearing on April 6, 2022, at 2:00 p.m. at your expense: in person, telephonically, or through an attorney. **Anyone wishing to appear at the final approval hearing to discuss concerns or objections to the Settlement shall be permitted to do so, whether or not they submit a written objection as set forth below.**

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

Written objections should be signed by the Class Member and should: (1) state the objecting Class Member's name, address, telephone number and the last four digits of his/her Social Security number, (2) state the case name and number as follows: In Re Sephora Wage and Hour Cases, Judicial Council Coordinated Proceeding No. 4911, (3) state concisely each objection to the Settlement, (4) explain the basis for each such objection, and (5) be dated. If the Class Member intends to use any document(s) to support his or her objection, a copy of the document(s) should be included with the written objection at the time of submission. Submitting an objection to this Settlement does not affect the Class Members' right to obtain the benefits of this Settlement. If a class member submits a written objection that fails to include the information described above, or the information appears to be incomplete, inaccurate, or otherwise deficient, the Claims Administrator will notify the class member in writing

within 5 business days of receiving the objections, identifying said deficiencies. The class member must cure any deficiency and return to the document to the Claims Administrator in the manner described in section 6 by **March 6, 2022**, or 21 days from the date of the mailing of notification of the deficiency (whichever is later).

Written objections must be submitted to the Claims Administrator (at the address set forth in Section 6) by **March 6, 2022**. In order to be timely, the mailed Written Objection must be postmarked on or before the above date. **DO NOT FILE YOUR OBJECTION OR ANY OTHER DOCUMENTS WITH THE COURT.** This deadline applies even if a class member has submitted an Objection and has been notified of a deficiency. The cured Objection must be resubmitted by the above date.

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

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

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

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing on **April 6, 2022, at 2:00 p.m.** to decide whether to finally approve the settlement. Whether you have submitted an objection or not you may attend and you may ask to speak, but you don't have to. *See* Section 10 for more details.

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

The Court will hold a Final Approval Hearing on **April 6, 2022, at 2:00 p.m.** in Department 613 at the Superior Court of California for the County of San Francisco, located at **400 McAllister Street, San Francisco, CA 94102**. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You do not need to attend the hearing but are free to do so if you wish. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

13. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have but you are welcome to come. Due to the COVID-19 pandemic, many hearings are currently being conducted remotely with the assistance of a third-party service provider, CourtCall. Class members who wish to appear at the final fairness hearing on **April 6, 2022, at 2:00 p.m.** should contact Class Counsel to arrange a telephonic appearance through CourtCall, at least five days before the hearing if possible. **Any CourtCall fees for an appearance by an objecting class member will be paid by Class Counsel.**

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

14. May I speak at the hearing?

Anyone wishing to appear at the final approval hearing on April 6, 2022, at 2:00 p.m. to discuss concerns or objections to the Settlement shall be permitted to do so, whether or not they submit a written objection as set forth above. Class Members, or their attorneys, intending to make an appearance at the final approval hearing are encouraged, but are not required, to state this intention in their written objection, if any, which should be delivered to the Claims Administrator by **March 6, 2022**.

IF YOU DO NOTHING**15. What happens if I do nothing at all?**

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

GETTING MORE INFORMATION**16. How do I get more information?**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions 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.cptgroupcaseinfo.com/SephoraWageandHourClassAction. 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.)

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

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

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**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 form in the envelope provided no later than March 6, 2022.

NOTE: ONLY RETURN THIS FORM IF YOU 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 _____

**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

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Exhibit 3

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO
(UNLIMITED JURISDICTION)

COORDINATED PROCEEDINGS SPECIAL
TITLE [RULE 3.550]

Judicial Counsel Coordinated Proceeding
No. 4911

SEPHORA WAGE AND HOUR CASES

CLASS ACTION

Included actions:

DECLARATION OF JOAN GRAFF

Burnthorne-Martinez v. SEPHORA USA, Inc.
(San Francisco OGC-16-55-894)

Date: August 16, 2021
Time: 11:00 a.m.
Judge: Hon. Andrew Y.S. Chang
Dept.: 613

Provencio v. SEPHORA USA, Inc.
(Santa Clara 16CV294112)

Hernandez et al. v. SEPHORA USA, Inc.
(San Francisco OGC-17-557031)

Duran v. Sephora USA, Inc.
(San Francisco CGC-17-561452)

1 I, Joan Graff, declare as follows:

- 2 1. The facts set forth in this declaration are true and correct and are known to me personally
3 except those matters stated on information and belief. If called as a witness, I could and
4 would testify competently thereto under oath.
- 5 2. I am an attorney licensed to practice before the courts of the State of California.
- 6 3. Since 1981, I have served as President of Legal Aid at Work (“LAAW”), formerly known as
7 the Legal Aid Society-Employment Law Center.
- 8 4. LAAW was founded in 1916 as the Legal Aid Society of San Francisco and is a nonprofit
9 organization providing civil legal services to the indigent consistent with California Code of
10 Civil Procedure 384. For over 100 years, LAAW has provided continuous service with the
11 aim of offering free and high-quality legal assistance to those who are unable to afford legal
12 representation. For more than four decades, LAAW has primarily devoted its resources to
13 protecting the workplace rights of California’s low-wage workers.
- 14 5. As a nonprofit organization, LAAW funds its programs and projects from a diverse base of
15 support: (a) donations from individuals, law firms, and businesses; (b) foundation and
16 government grants; (c) allocations of monies from the Legal Services Trust Fund; and (d) *cy*
17 *pres* distributions.
- 18 6. LAAW addresses the full range of employment issues that low-wage workers confront
19 through the following seven programs: (a) Community Legal Services; (b) Disability Rights;
20 (c) Gender and LGBT Equity; (d) National Origin and Immigrants’ Rights; (e) Racial
21 Economic Equity; (f) Wage Protection; and (g) Work and Family.
- 22 7. The core of LAAW’s work is providing free legal services to low-wage workers with
23 employment law claims. It litigates cases that address an array of issues important to low-
24 wage workers, including (a) violations of wage-and-hour laws; (b) workplace retaliation; (c)
25 discrimination on account of race, national origin, disability, sex, gender identity, sexual
26 orientation, immigration status and language proficiency; (d) harassment; and (e) failure to
27 comply with equal pay laws and family medical leave laws. Whether in state or federal
28

1 court, at the trial level or on appeal, nearly all of LAAW's cases impact the law and industry
2 practices, raise community awareness, and change the course the clients' lives.

- 3 8. Since 1970, LAAW has defined its mission and devoted its practice to representing low-
4 wage workers in enforcing the full range of their employment rights. I am informed and
5 believe that LAAW is one of very few legal services nonprofits in the country that has this
6 singular purpose.
- 7 9. With 22 attorneys, along with attorneys who serve as special counsel, LAAW provides
8 services to low-wage employees statewide and, in select instances, nationwide. LAAW's
9 clients work in sectors in which low-wage work predominates, including caregiving,
10 construction, hospitality, landscaping, retail, and transportation, as well as domestic, food,
11 and janitorial services. Many of LAAW's clients are immigrants, and a significant number
12 of them are monolingual Spanish, Mandarin, or Cantonese speakers or have limited English
13 proficiency.
- 14 10. A few of the wage-and-hour cases LAAW has litigated include: (1) a statewide putative
15 class action against a major department store chain to stop the company's unlawful practice
16 of intimidating its employees into indemnifying it for ordinary business losses; (2) a
17 statewide wage-and-hour class action on behalf of approximately 650 carpet installers who
18 were allegedly misclassified as independent contractors, which ultimately resulted in a
19 settlement fund of over \$3.5 million being distributed to class members who filed a claim;
20 (3) a statewide class action on behalf of approximately 2,900 caregivers, against one of the
21 largest healthcare companies in the country, alleging non-payment of wages and overtime
22 and failure to provide meal and rest periods in facilities, which ultimately settled for nearly
23 \$2.5 million; (4) a statewide wage-and-hour class and collective action, brought by
24 approximately 500 asbestos workers against an Orange County company, which ultimately
25 settled for approximately \$1.5 million; and (5) a putative wage-and-hour and labor
26 trafficking class action on behalf of janitors who were allegedly misclassified as independent
27 contractors and required to purchase a franchise, often resulting in indebtedness and pay
28 below the minimum wage, which resolved in a confidential settlement between the parties.

1 11. In addition to litigating cases, LAAW represents clients in administrative proceedings before
2 state agencies including the California Labor Commissioner (“Labor Commissioner”) and
3 the California Unemployment Insurance Appeals Board (“CUIAB”).

4 12. LAAW has represented clients in wage-and-hour proceedings, including:

5 a. An older, immigrant Latino male who was hired to guard a
6 construction site for a concrete company. While he was promised \$100 per week, he
7 was not paid at all. He worked at the construction site, handling everything related to
8 the tools and equipment. He lived onsite in a shack he built himself from leftover
9 materials, with no running water and no electricity. LAAW helped him file his wage
10 claim, and represented him through his two-day, highly contentious Labor
11 Commissioner hearing, which resulted in an Order, Decision or Award for almost
12 \$200,000.

13 b. Four Mandarin-speaking construction workers who were not paid for
14 the work they performed in remodeling a restaurant in San Jose. LAAW obtained a
15 settlement of \$60,000 for the workers.

16 c. An African American domestic worker in El Cerrito who was not
17 paid the minimum wage for all hours he worked. In addition, his employer
18 unlawfully deducted rent from his paycheck. The case settled for \$34,549 – nearly
19 100 percent of his claim.

20 d. A Filipino caregiver who worked in a private home in San Francisco
21 who was only paid \$10 per hour (well below the San Francisco minimum wage) and
22 not paid any overtime, despite working nearly around-the-clock. The client was fired
23 after she asked her employer for a W-2 instead of a 1099 tax form. LAAW secured a
24 \$121,000 settlement for the client.

25 e. Three Bay Area limousine drivers who were not paid for the time
26 they were required to report to the office in the morning and afternoon, not paid the
27 lawful minimum wage when working in cities with local minimum wages, and not
28 provided meal and rest breaks. The case settled for a confidential amount.

1 f. A domestic worker recruited from Mexico to work as a nanny and
2 housecleaner for a family of four in the South Bay. She was promised an hourly
3 salary but was ultimately not paid, as her employers decided that the room and board
4 they provided was enough. LAAW represented her, a survivor of labor trafficking,
5 through the Labor Commissioner process, resulting in a settlement of \$20,000.

6 g. A Filipino caregiver who worked in a residential care facility, who
7 was paid \$60 a day, despite working and being available to work 24-hour shifts, well
8 below the state minimum wage. LAAW represented her through the Labor
9 Commissioner process, settling the case on the eve of hearing for \$25,750.

10 h. A refugee from Uganda who suffered wage theft after arriving in the
11 U.S. and working as a domestic worker for a family. She had been promised a rate
12 of \$1000 per month for cleaning and providing child care, but ultimately was not
13 paid at all, despite working seven days a week, approximately 14-hour days for over
14 a year. LAAW represented her through the Labor Commissioner process in San
15 Diego, which resulted in a judgment of \$177,000.

16 13. LAAW holds Wage Rights Clinics onsite, once a month, at each of the Labor
17 Commissioner's offices in Oakland, San Francisco and most recently, Santa Rosa. The
18 Clinics help low-wage workers assess their claims for unpaid wages, calculate the amount of
19 unpaid wages, and prepare the forms necessary to initiate wage claims before the Labor
20 Commissioner. In 2017-2020, the Clinic assisted over 450 clients, including many
21 immigrants with limited English proficiency.

22 14. The Wage Protection Program also represents clients at conferences and hearings before the
23 Labor Commissioner. In 2017-2020, the Wage Protection Program represented 105 workers
24 before the Labor Commissioner's Wage Adjudication Unit, securing \$753,997.45 in
25 settlements and \$667,745.22 in Labor Commissioner awards for wages owed, penalties, and
26 other available relief.

27 15. Additionally, LAAW's Community Legal Services Program provides advice and counseling
28 to low-wage workers on the full range of employment law issues they face through fourteen

1 statewide Workers' Rights Clinic locations: Antioch, Berkeley, East Palo Alto, Fresno, Los
2 Angeles, Merced, Ontario, Sacramento, San Bernardino, San Diego, San Francisco, Santa
3 Ana, Visalia, and Watsonville. The Community Legal Services Program also participates at
4 times in a "Mobile Workers' Rights Clinic," where law students and LAAW attorneys travel
5 to ex-urban and rural sites throughout California to provide basic employment-related legal
6 services. Finally, Community Legal Services Program volunteers respond to calls on the
7 Clinic's toll-free hotline that makes LAAW's services accessible to low-wage workers in
8 more remote areas that are beyond the reach of Clinic sites.

9 16. During the academic year, LAAW also holds a biweekly Workers' Rights Disability Law
10 Clinic at the Ed Roberts Campus located in Berkeley, California. The clinic provides free
11 legal counseling, advice, referrals, and limited representation to low-income workers and
12 job-seekers with disabilities.

13 17. In 2016-2020, LAAW's Workers' Rights Clinic assisted over 11,838 low-wage workers
14 from all 52 counties throughout California, including over 1806 workers from San Francisco
15 County.

16 18. LAAW also represents workers with unemployment insurance claims at the California
17 Unemployment Insurance Appeals Board. In 2017-2020, LAAW represented 68 clients in
18 administrative appeals from denials of unemployment benefits with an over 95% success
19 rate in overturning denials and securing benefits or reversing overpayments.

20 19. LAAW is committed to serving those whose primary language is not English. LAAW
21 employs multiple bilingual attorneys and other staff who are fluent in English and Spanish,
22 and a language coordinator who is fluent in Mandarin and Cantonese. The language
23 coordinator also ensures that interpreters are available when LAAW lacks in-house language
24 capacity. LAAW also publishes translated versions of its fact sheets and other legal
25 information on its website in Spanish and Chinese. These tools enhance the reach of LAAW
26 to workers around the state.

27 20. As part of LAAW's statewide activities, its staff engages in extensive outreach, education,
28 and training initiatives to inform low-wage workers and their communities, grassroots

1 advocates, and nonprofits organizations—legal and non-legal—about workplace rights. In
2 particular, LAAW:

- 3 a. Writes a regular employment rights column in the weekly Northern
4 and Southern California editions of *Sing Tao*, a Chinese newspaper with wide
5 circulation in the community;
- 6 b. Conducts trainings for domestic violence survivors and service
7 providers about employment law protections available to survivors;
- 8 c. Provides periodic trainings at the University of California, San
9 Francisco Medical Center for cancer patients and their caregivers; and
- 10 d. Provides trainings in collaboration with Swords to Plowshares
11 focused on women veterans and employment.

12 21. To extend its expertise beyond its doors, LAAW composes and distributes a wide range of
13 self-help and informational materials including: (a) 90 topic-specific “Your Legal Rights”
14 fact sheets, which are drafted in plain language and nearly all translated into Chinese and
15 Spanish for use by workers and advocates; (b) the Employment Law Manual, a complete
16 compendium of California employment laws used as a basic resource and reference tool by
17 students, attorneys and nonprofit organizations around the state; and (c) a website providing
18 workplace know-your-rights information.

19 22. LAAW also offers its expertise to other nonprofit organizations—legal and non-legal. For
20 example, as part of the Coalition of Low-Wage and Immigrant Worker Advocates, LAAW
21 participates in an annual conference, monthly conference calls, and regular meetings with
22 administrative agencies such as the Labor Commissioner and the CUIAB. In addition,
23 LAAW is a leading member of the statewide Work and Family Coalition, a member of the
24 nationwide Freedom Network, the largest coalition working to ensure that trafficked persons
25 have access to justice, safety, and the San Francisco’s Mayor’s Anti-Human Trafficking
26 Taskforce. Finally, LAAW works closely with the Inland Empire Fair Chance Coalition
27 and has advised them on several Fair Chance cases filed at the California Department of Fair
28 Employment and Housing and has hosted several trainings with the Coalition.

1 23. Actively participating as *amicus curiae* is an integral part of LAAW’s statewide efforts to
2 protect the rights of low-wage workers and advance their interests in key appellate court
3 cases. These cases include *Kirola v. City and County of San Francisco* (Case No. 14-17521);
4 *Turman v. Koji’s Japan Inc.* (Case No. G051871); *Sonic-Calabasas v. Moreno* (Case No.
5 S174475) (*Sonic II*); *Harris v. City of Santa Monica* (Case No. S181004); *Dedinas v.*
6 *Superior Court, County of Los Angeles* (Case No. S182827); *Paratransit, Inc., v. Medeiros*
7 (*Case No. 204221*); *Wills v. Superior Court, County of Orange* (Case No. G043054); *Law*
8 *School Admissions Council v. State of California* (Case No. C073187); *Oman, et al. v. Delta*
9 *Air Lines, Inc.*, Case No. S248726 (Cal. Supreme Court, February 2019); and *Skidgel v.*
10 *California Unemployment Insurance Appeals Board*, Case No. S250149 (Cal. Supreme Court,
11 April 2019).

12 24. The breadth of LAAW’s work throughout California is enhanced immeasurably by *cy pres*
13 awards. They have assumed an increasingly important place among its revenue sources.
14 Consistent with the claims of employment class actions these funds are used to protect the
15 workplace rights of low-wage workers by helping LAAW to maintain programs and
16 undertake initiatives in response to urgent community needs. *Cy pres* awards fund not only
17 general operating expenses but also special projects, such as: (a) a training video for student
18 volunteers on how to conduct a client interview in the Workers’ Rights Clinic; (b)
19 translation of dozens of fact sheets into Chinese and Spanish; and (c) the design and
20 implementation of an online registration system for the more than 100 attorney volunteers
21 who participate annually as supervisors with the Workers’ Rights Clinic sites statewide.

22 25. If awarded *cy pres* funds from the instant case, LAAW intends to devote such funds to
23 providing free legal assistance, including advice, education and representation, to low-wage
24 workers with wage and hour and other employment-related claims.
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1 I declare under penalty of perjury pursuant to the laws of the State of California that the
2 foregoing is true and correct. Executed on this 22nd day of July, 2021 at San Francisco,
3 California.
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