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 ALYSSA BURNTHORNE-MARTINEZ

8
 9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 10 FOR THE COUNTY OF SAN FRANCISCO
 11 UNLIMITED JURISDICTION
 12

13 COORDINATION PROCEEDINGS
 SPECIAL TITLE [RULE 3.550]

Judicial Council Coordinated Proceeding
 Case No. 4911

14 SEPHORA WAGE AND HOUR CASES

Assigned to Coordination Trial Judge, the
 Honorable Andrew Y.S. Cheng, Department 613

15 Included actions:

**DECLARATION OF ALYSSA
 BURNTHORNE-MARTINEZ**

16 *Burnthorne-Martinez v. SEPHORA USA, Inc.*
 17 (San Francisco CGC-16-550894)

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

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

Date: April 6, 2022
 Time: 2:00 p.m.
 Place: Department 613

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

Complaint filed: March 10, 2016

1 **DECLARATION OF ALYSSA BURNTHORNE-MARTINEZ**

2 I, Alyssa Burnthorne-Martinez, declare and state as follows:

3 1. I am a resident of the State of California and am over 18 years of age. The following
4 facts are stated from my personal knowledge, except those facts stated on information and belief, which
5 I believe to be true and correct, and if called as a witness, I could and would testify competently thereto
6 under oath. I am a named plaintiff and class representative in these coordinated class actions against
7 Defendant Sephora USA, Inc. (“Defendant”).

8 2. I make this declaration in support of Plaintiffs’ Motions for Final Approval of Class
9 Settlement and for Award of Attorneys’ Fees, Reimbursement of Litigation Costs, and Enhancement
10 Awards.

11 3. I worked for Defendant in an hourly position in the State of California from
12 approximately September 11, 2014 through May 4, 2015.

13 4. I understand that, as a class representative, I have certain duties and responsibilities to
14 the class, and I believe that I have fairly represented the interests of all class members during the entire
15 course of this action.

16 5. My counsel provided me with information regarding class actions, how they work, and
17 what my duties would be as a class representative. I agreed to serve as a class representative in this
18 matter so that I could seek to recover damages and penalties on behalf of myself and others similarly
19 situated to me.

20 6. I understand that the Settlement in this case is subject to this Court’s approval to ensure
21 that it is in the best interest of the class as a whole. I have no conflicts with the members of the class.

22 7. I understand that my attorneys are submitting an application to this Court for an
23 enhancement award to compensate me for my unique contributions to the success of this action in the
24 amount of \$20,000. This amount is only 0.16% of the total settlement amount of \$12,750,000. I believe
25 this amount is fair and reasonable compensation for my efforts in this case and the risks I have taken in
26 pursuing a fair recovery for the class.

27 8. I have provided Defendant with a release of the claims I have alleged against it. By
28 agreeing to settle the case in the best interest of the class, I have given up the right to pursue individual

1 claims for unpaid wages and penalties and to recover substantially more in unpaid wages, interest,
2 waiting time penalties, and paystub penalties.

3 9. As a class representative, I assumed a fiduciary role to the class. I agreed to: (1)
4 consider the interests of the class just as I would consider my own interests and, in some cases, to put the
5 interests of the class before my own interests; (2) actively participate in the lawsuit, as necessary, by
6 among other things, answering interrogatories, producing documents to Defendant, and giving
7 depositions and trial testimony, if requested; (3) travel to give such testimony; (4) recognize and accept
8 that any resolution of the lawsuit by dismissal or settlement is subject to court approval and must be
9 designed in the best interest of the class as a whole; (5) follow the progress of the lawsuit and provide all
10 relevant facts to my attorneys; (6) champion many other people with similar claims and injuries because
11 of the importance of the case and the necessity that all class members benefit from the lawsuit; and (7)
12 fight for a resolution in which the individual recoveries to each class member, including me, maybe
13 relatively small. I agreed to shoulder all of these responsibilities in exchange for a proportionate share
14 of funds made available for distribution to the class. I had no guarantee of any enhancement award.
15 Including travel time, I have spent at least 85 hours of my time in connection with this case to date. The
16 activities I have performed have included but have not been limited to: obtaining legal counsel, speaking
17 with my legal counsel on numerous occasions, both in person and over the phone, assisting them in
18 gathering information, identifying the claims brought in this case, gathering contact information for my
19 former coworkers, gathering documents from my employment with Defendant, preparing for and
20 attending my deposition by Defendant, responding to discovery including requests to supplement, and
21 travelling and participating in a full-day mediation. I have also spent time carefully reviewing the
22 Settlement and other case-related documents on my own and with my counsel to make sure that the
23 Settlement and other work my attorneys performed are in the best interest of the class. Since the Court
24 granted preliminary approval of the Settlement, I have regularly contacted my counsel to follow the
25 progress of the case.

26 10. Further, my counsel have advised me of the possibility that, if the case was lost, I could
27 have been ordered to pay Defendant's costs and even attorneys' fees in this case, which could have been
28 hundreds of thousands of dollars by the end.

1 11. Because I filed this lawsuit, there is a public record at the Court showing that I brought a
2 class action lawsuit against my former employer. The payment to me of the enhancement award of
3 \$20,000 is not equal to the harm to my future career prospects that this case may cause me.

4 12. I am aware that my class action was coordinated with three other class actions against
5 Defendant, that the plaintiffs in those other class actions are also class representatives like me in these
6 coordinated proceedings, and that the counsel for the other class representatives are—collectively with
7 my counsel, Setareh Law Group—Class Counsel with respect to the Settlement. My counsel informed
8 me that Class Counsel have agreed to split the attorneys’ fees recovered in these coordinated
9 proceedings as follows: 38.25% of the total attorneys’ fees to my counsel, 38.25% to counsel for Rose
10 Provencio, 10% to counsel for Jessica Duran, and 13.5% to counsel for Lacey Hernandez and Brenda
11 Morales. I believe the fee split between their law firms is fair and reasonable, and I provided my signed
12 consent. I also believe that the requested attorneys’ fees award of \$4,250,000 is fair in light of the
13 successful Settlement that Class Counsel negotiated and the risks they took in prosecuting the claims.

14
15 I declare under the penalty of perjury under the laws of the State of California that the foregoing
16 is true and correct to the best of my knowledge. Executed on 02/16/2022 in Merced, California.

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19 

20 _____
Alyssa Burnthorne-Martinez