

1 John Matthew Norton, Esq., SBN 158937  
2 Email: Matt@Matthew-Norton.com  
3 Matthew Norton & Associates  
4 5855 E. Naples Plaza, Ste 112  
5 Telephone: 562/433-3208  
6 Facsimile:562/683-2726

7 Matthew F. Archbold (CA SBN 210369)  
8 e-mail: matthew@yourlaborlawyers.com  
9 David D. Deason (SBN 207733)  
10 e-mail: david@yourlaborlawyers.com  
11 DEASON & ARCHBOLD  
12 17011 Beach Blvd., Suite 900  
13 Huntington Beach, CA 92647  
14 Telephone: (949) 794-9560

15 Attorneys for Representative Plaintiffs

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
17 FOR THE COUNTY OF SAN FRANCISCO  
18 (UNLIMITED JURISDICTION)

19 COORDINATION  
20 PROCEEDING SPECIAL TITLE  
21 [RULE 3.550]

Case No: Judicial Counsel Coordinated  
Proceeding No. 4911

22 **SEPHORA WAGE AND  
23 HOUR CASES**

[CLASS ACTION PURSUANT TO CODE  
OF CIVIL PROCEDURE §382]

24 Included actions:

DECLARATION OF BRENDA MORALES IN  
SUPPORT OF MOTION ATTORNEYS FEES  
AND SERVICE AWARD

25 *Burnthorne-Martinez v. Sephora*  
26 *USA, Inc.*  
27 (San Francisco CGC 16-550894)

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

28 *Provencio v. Sephora USA, Inc.*  
(Santa Clara 16CV294112)

*Hernandez v. Sephora USA, Inc.*  
(San Francisco CGC-17-557031)

I, Brenda Morales declare as follows:

1. I am one of the Named Plaintiffs in the above-referenced matter. I was previously designated a Class Representative.
2. If called upon as a witness, I could and would competently testify competently and fully to the following facts based upon my personal knowledge or upon information and belief.

1 3. I make this declaration in support of Plaintiff's Motions for Final Approval of  
2 Class Action Settlement and Fees, Costs and Service Awards (the "Motions"). I  
3 respectfully request the Court grant final approval of the proposed class action  
4 settlement with defendants Sephora U.S.A., Inc., grant Class Counsel's request in  
5 the Motions for payment of attorneys' fees and litigation costs; and also grant my  
6 request for a reasonable service award for the risks and efforts undertaken by me  
7 on behalf of Class Members that resulted in a good settlement, as well as for my  
8 general release of claims against Defendants.

8 **Employment with Sephora**

9 4. I began my employment with Sephora U.S.A., Inc. ("Sephora") in roughly  
10 December, 2005 as a temporary "Quality Agent" paid on an hourly basis. That job  
11 consisted of primarily stocking and cleaning the store. In approximately February,  
12 2006, I was changed to a permanent employee.

13 5. In approximately September, 2009, I became a full time "Operations  
14 Consultant" paid on an hourly basis. My job duties as an Operations Consultant  
15 were very similar to those I performed as a Quality Agent.

16 6. In approximately September, 2011 I was promoted to "Operations Lead" paid  
17 on an hourly basis. The Operations Lead position is managerial type position, and  
18 my job duties as an Operations Lead included overseeing "Operations Consultants"  
19 and "Quality Agents," running the register, opening and closing procedures, annual  
20 inventory, overseeing updates of "Store Animations" on a roughly monthly basis,  
21 overseeing store cleanliness, product counter updates, etc. As part of the  
22 Operations Team, my duties did not really consist of face-o-face client service.

23 7. In approximately March, 2013, my store manager made me an "Education  
24 Lead." My job duties as an Education Lead included conducting all training to  
25 employees with new training material; correlating to any new product that we  
26 received in store so that they were fully aware of how the product works and how  
27 to use sound bites to sell it; "onboarding," which is like an orientation process, for  
28 any new employees so that they had a good foundation set to when they started  
their role that they knew what to expect as a Sephora employee; and often  
managing the floor for sales as well as register and opening and closing procedures.  
While I was employed as a Lead, one of my job duties/responsibilities was to make

1 sure that on stage employees, including Product Consultants, Cashiers and Cash  
2 Wrap Coordinators were wearing the appropriate level of makeup. As an Education  
3 Lead, I was still paid on an hourly basis.

4 8. In approximately August, 2013, I became a "Product Consultant" and more  
5 specifically a "Color Consultant." There were also "Skin Care Consultants" and  
6 "Fragrance Consultants" at Sephora. As a Color Consultant, I was paid on an  
7 hourly basis. As a Color Consultant, my job duties included selling makeup to the  
8 public, ringing sales on the registers, conducting makeup appointments, and  
9 generally working "on stage" in the makeup area. Sephora termed the sales floor, or  
10 front of the house, "on stage."

11 9. In approximately May, 2014, my store manager converted me to a "Skin Care  
12 Consultant." As a Skin Care Consultant, I was also paid on an hourly basis. As a  
13 Skin Care Consultant, my job duties included selling products to the public, some  
14 restocking of products on the floor, ringing sales on the registers, and client  
15 service.

16 10. In approximately November, 2015, I resigned my employment at Sephora.

17 11. When I began my employment at Sephora, and at different times throughout  
18 my employment, I received training about what amount of makeup I needed to  
19 wear. I was told that I needed a minimum of an eyeliner, mascara, red lip  
20 preferably, foundation, and blush too; every day.

21 12. Typically, Sephora would release something they called "Animations." Most  
22 of the time those Animations involved makeup that was being featured and sold  
23 during that period of time. If we had a specific animation, they required us to wear  
24 a specific look that fit that Animation. If the focus was foundations or if it was lips  
25 or if it was an eye look, we had to recreate that so that we could -- as a whole in the  
26 store, everybody was on the same page so that we can promote and sell it better.

27 13. When there was a specific Animation, employees had to either purchase  
28 products to fit the Animation, or use samples/testers that were kept backstage to be  
able to put on that kind of makeup. We were not permitted to take testers home.

14. Different Animations would affect how much time it took to properly apply  
makeup. Often, the Animation would require a style of makeup application that I  
was not used to, so it took more time to make it look up to Sephora's standards.

1 15. If your makeup was not satisfactory, you didn't clock in. I have personally  
2 witnessed all "on stage" personnel that I worked with at Sephora applying makeup  
3 backstage from testers provided by Sephora before their shifts began as I have  
4 done.

5 16. I felt that Sephora USA was not paying me according to the law. As a result  
6 I retained the law firm of Matthew Norton & Associates and Deason & Archbold  
7 to represent me. I am aware of no unique legal and/or factual issues which must be  
8 litigated on my behalf with respect to the claims for which certification is sought in  
9 this action.

10 17. To my knowledge, there are no conflicts which exist between my interests in  
11 this action and the interests of the other members of the classes which would impair  
12 my ability to serve as the representative of the members of the classes in this action.

**Work On This Matter**

13 18. In 2016, I first spoke to Matthew Norton regarding my employment with  
14 Sephora. After engaging Mr. Norton, we spoke many, many times over the  
15 telephone. During these conversations, I went over my numerous roles with  
16 Sephora, and added insight to the development of various policies plus the  
17 evolution of the management styles and procedures.

18 19. Several of the policies and procedures were complicated (i.e., the  
19 "Animation,") requiring an extensive explanation of the manner in which these  
20 policies and procedures were explained and enforced.

21 20. I also corresponded extensively with Mr. Norton and his co-counsel,  
22 Matthew Archbold regarding these issues. In my earliest correspondence, I  
23 provided such documents as I had, including my paycheck stubs and the paycards  
24 used to pay me my last wage.

25 21. I also assisted when discovery began preliminarily by explaining the use of  
26 handbooks and the changes in various editions of the handbooks, as Sephora  
27 explained it to me, including many of the Sephora-specific terms ("backstage" for  
28 the back room, etc.). With this information, my counsel developed various  
29 questions for Sephora.

30 22. I also traveled to Los Angeles from home in the Central Valley for  
31 deposition, and then stayed overnight to be available at the beginning of day for

1 deposition. Already tired from the drive, I then met with my attorneys to prepare.  
2 Sephora deposed me for the better part of the day, and then I traveled back to my  
3 home.

4 23. When the deposition transcript was completed, I reviewed the rather dry  
5 document. This review took several days (stopping and starting) to complete.

6 24. I also spent quite a bit of time reviewing Sephora's written discovery, and  
7 offering suggest responses. After reviewing the Interrogatories and Request for  
8 Production, I looked for documents and drafted preliminary responses. I then  
9 reviewed my attorneys' draft responses, made suggestions and then reviewed the  
10 responses again.

11 25. In addition, I assisted my attorneys in the preparation of the Motions for  
12 Summary Judgment/Summary Adjudication. After speaking to Mr. Norton, I  
13 reviewed and made changes to my declamation, and finally executed it.

14 26. I also participated in the mediation for this matter. As requested, I was  
15 available during the day and when settlement was eventually reached, I reviewed the  
16 settlement agreement (several times), finally executing it.

17 **Conclusion**

18 27. I decided to bring this lawsuit on my behalf and on behalf of other  
19 employees because they were also affected by Defendants' employment practices.  
20 It is my understanding this lawsuit could not go forward or settle on behalf of Class  
21 Members without myself acting as a class representative.

22 28. In deciding to serve as a named plaintiff and proposed class representative, I  
23 understood my name would be publicly attached to this lawsuit and my work  
24 experiences would be set forth in a public court file. It is possible that future  
25 prospective employers could search my name on line, locate the suit and possibly  
26 not employ me as a result.

27 29. I accepted that exposure and the risk that it could cause me to lose out on  
28 future jobs. I also understood I would need to devote considerable time assisting in  
the prosecution of this case and that there was a possibility of not recovering any  
of the wages I feel are owed to me by Defendants. I also accepted the understood  
risk that I may be liable for Defendants' costs if we were to fail in prosecuting this  
lawsuit. Knowing all of this, I decided to serve as a named plaintiff and proposed  
class representative without promise of any recovery or compensation.

1 30. I understand that, as a representative of the members of the classes in this  
2 action, I have a fiduciary obligation to act at all times in the best interests of the  
3 members of the classes. I also understand that, as a representative of the members  
4 of the classes, I have agreed to prosecute this case to its conclusion, no matter how  
5 long that may take. I agreed to accept those responsibilities. I have and will  
6 continue to perform them to the best of my ability.

7 31. As I explained above, I communicated regularly with my attorneys Matthew  
8 Norton and Matthew Archbold regarding this case. I understood my  
9 responsibilities. Moreover, I understood the case status, and what steps I might  
10 need to take.

11 32. I contacted Mr. Norton regularly over the past five-and-half years. He was  
12 always responsive and answered my questions. Moreover, when there were  
13 technicalities about which I was unfamiliar (i.e., motions, and discovery), he took  
14 the time to fully explain these matters.

15 33. I am familiar with the allegations and defenses to the allegations in this case. I  
16 am familiar with the major events in this case, including the initial filing of my  
17 complaint, the First Amended Complaint, the exchanges of information between the  
18 parties prior to mediation, the mediation, the memorandum of understanding, as  
19 well as the final settlement agreement (as well as the modifications to which we  
20 agreed). I understand that the Court has granted preliminary court approval,  
21 directed notice to be issued to the class, and that we are now seeking final approval  
22 so that the Settlement becomes effective and binding. I participated in all phases of  
23 litigation on behalf of Class Members, up to and including preparing this request  
24 for final approval of the class action settlement.

25 34. Based my involvement in this case, and the issues and risks involved in this  
26 case, I believe the proposed settlement obtained on behalf of Class Members is  
27 very good.

28 35. To the best of my abilities, I fulfilled my duties as a proposed class  
representative throughout this litigation, which required significant time, effort, and  
expense during the course of this case. As set forth above, I met with my attorneys  
face-to-face several times. I traveled from home, took time off from my job, and  
spent many, many hours looking for and reviewing documents, reviewing discovery  
responses. I actively participated in this matter.

1 36. I took my duties and obligations as a class representative seriously and  
2 always held the class members' interests out above my own. I estimate I spent at  
3 several hundred hours helping with the prosecution of this lawsuit since my initial  
4 contact with my attorneys in 2016.

5 37. All of this time was time I could not spend with my family, or my new  
6 career, or simply living my life – all of which would have been more rewarding than  
7 the a mere prospect of this case; however, I remained focused on this case because  
8 I saw other employees treated as I had been treated. I remain committed to this  
9 matter. I am ready to testify at trial, if necessary.

10 38. In the past five plus years, I have been diligent in pursuing this case.

11 39. Moreover, I acted in manner expected of a named plaintiff and class  
12 representative by putting the Class Members first, making myself available,  
13 expending considerable time on this matter and answering all questions as fully and  
14 competently as I could. I have done so to date and will continue to do so.

15 40. I believe a fair and adequate service award for me as a named plaintiff and  
16 proposed class representative, in consideration of my time and the risks associated  
17 with bringing the lawsuit, is Twenty-Thousand Dollars and Zero Cents  
18 (\$20,000.00).

19 41. After five plus years of work, focus and time, the requested service award is  
20 fair particularly considering the risk to my future employment and considerable  
21 costs associated with the Defendant in this matter if we lost.

22 42. Moreover, many Class Members will receive considerable value for these  
23 efforts. The settlement provides a substantial benefit to many low-income workers  
24 for whom the proceeds may add money they would not otherwise receive.

25 43. This lawsuit will also inform many of California's labor laws. This  
26 information may be helpful to them in the future, protecting them from future abuse.

27 ///


28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

44. I did not request exclusion from the settlement or object. I support the settlement fully.

45. Based on the time, service, risk, stress, potential stigma, loss of benefits and excellent outcome of this case, I believe that the requested service award for me is fair and reasonable.

I declare under penalty of perjury under the laws of the United States, that the above is true and correct to the best of my knowledge and was executed on January 29, 2022 at Madera, California.

  
\_\_\_\_\_  
Brenda Morales, Declarant