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and the Certified Class/Subclasses

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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]

SEPHORA WAGE AND HOUR CASES

Included actions:

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

*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)

Judicial Counsel Coordinated Proceeding  
No. 4911

**CLASS ACTION**

**DECLARATION OF KEVIN R. ALLEN  
IN SUPPORT OF COORDINATED  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES, COSTS AND  
SERVICE AWARDS**

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 the class she represents in her lawsuit  
5 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 Fees, Costs and Service Awards.

9 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the Parties' First  
10 Amended Class Action Settlement and Agreement ("Settlement Agreement" or "Settlement")  
11 which was executed on or about November 11, 2021.

12 **BACKGROUND**

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

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

19 6. First, Sephora's security inspection policy required employees who left the store for  
20 a break or at the end of their shift to submit to a security inspection by the manager on duty. The  
21 security inspection occurred after the Cast Member clocked out of Sephora's time keeping system.  
22 Prior to July 2015 Sephora did not compensate employees for the time spent being subjected to the  
23 security inspection. In July 2015 Sephora started automatically paying Cast Members an additional  
24 three minutes through its payroll system for each shift. Plaintiffs allege that members of the  
25 certified Class(es) were not properly compensated for all time spent in off the clock security  
26 inspections, even during the period when they were receiving the additional three minutes of pay  
27 per shift. [On January 29, 2019, the Court signed an Order certifying two Classes and ten  
28 subclasses. To address the change in policy, and the additional three minutes pay after July 2015,

1 the Court certified a subclass of employees who worked before July 2015 and a subclass of  
2 employees who worked after that date.]

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

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

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

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

#### 26 **PROCEDURAL HISTORY AND SETTLEMENT NEGOTIATIONS**

27 11. On March 10, 2016, Plaintiff Alyssa Burnthorne-Martinez filed her complaint in  
28 San Francisco County Superior Court ("Burnthorne-Martinez matter"). On April 14, 2016, she

1 filed a First Amended Complaint adding a claim for penalties under the Private Attorneys General  
2 Act (“PAGA”).

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

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

11 14. Plaintiff Duran filed her original complaint in the U.S. District Court, for the  
12 Northern District of California on March 9, 2017. The Complaint was dismissed on September 18,  
13 2017, the Court finding that “state law claims predominated over the federal claim.” Duran  
14 proceeded to file her class action complaint in the San Francisco County Superior Court on  
15 September 22, 2017 (“Duran Matter”).

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

19 16. Through their operative complaints Plaintiffs collectively sought unpaid wages,  
20 statutory penalties, interest, attorneys' fees and costs arising from Defendant's (1) Failure to Pay  
21 Wages; (Labor Code §§ 510, 1194, 1197); (2) Failure to Provide Lawful Meal and Rest Periods  
22 (Labor Code §§ 226.7 and 512); (3) Failure to Pay Wages On Termination (Labor Code § 203); (4)  
23 Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226); (5) Failure to  
24 Reimburse Business Expenses (Labor Code § 2802); (6) Failure to Keep and Provide Accurate  
25 Records; (7) Failure to Pay Sick Pay; (8) Reporting Time Violations; (8) Violation of Labor Code  
26 Section 212 and 213; (7) Unfair Business Practices Under the Unfair Competition Law (Business  
27 & Professions Code §§ 17200 *et seq.*); and, (8) Recovery Under the Private Attorney General Act  
28 (“PAGA”) (Labor Code §§ 2698 *et seq.*).

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

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

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

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

23           21. In late 2019, Plaintiffs retained expert witnesses<sup>1</sup> in order to design and conduct a  
24 survey and calculate damages on the certified claims. The survey included the following topics: (1)  
25 The amount of time spent in security checks; (2) The amount of time spent handwashing, ironing  
26 and dry-cleaning Sephora provided work clothes; and (3) The amount of time spent applying

27  
28 <sup>1</sup> Jeffrey Petersen (Allman & Petersen Economics, LLC) designed the survey. Bill Davis and Davis Research  
LLC administered the survey to 537 Class Members. Dr. Dwight Steward (EmployStats) calculated the amount of  
damages owed on each claim.

1 makeup prior to the start of a work shift and during work shifts. The survey was designed to ensure  
2 it was scientific reliable. The experts prepared the survey, analyzed the survey results, and  
3 calculated damages.

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

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

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

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

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

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

28 28. The Parties thereafter spent almost two months negotiating a long form settlement

1 agreement. On July 23, 2021, Plaintiffs filed their Motion for Preliminary Approval of Class  
2 Action Settlement. A hearing was set for August 27, 2021.

3 29. On August 26, 2021 the Court issued its Tentative Ruling Re: Unopposed  
4 Coordinated Plaintiffs Motion for Preliminary Approval of Class Action Settlement (“Tentative  
5 Ruling”). The nine-page tentative ruling vacated the hearing and asked the Parties to address  
6 certain concerns and questions the Court had regarding certain provisions in the settlement. These  
7 included the scope of the release, the distribution formula, how funds from uncashed settlement  
8 checks would be handled, and how class member settlement awards would be treated for tax  
9 purposes. The Tentative Ruling asked the Parties to modify and reorganize the proposed Notice of  
10 Settlement to the Class Members as well as the procedures for filing objections and requesting  
11 exclusion.

12 30. The Tentative Ruling also asked for a must more robust *Kullar* Analysis than had  
13 been submitted with the initial motion including the maximum potential damages for each and  
14 every alleged and released class and PAGA claim and additional factual and legal explanation as to  
15 why. Plaintiffs were asked to explain and justify why each class claim was discounted from its  
16 potential maximum exposure: “For each basis justifying a discount, plaintiffs should summarize  
17 (1) their contentions, including the legal and factual support for her contentions; (2) defendants’  
18 contentions, including the legal and factual support for its contentions; and (3) plaintiffs’ response,  
19 including the legal and factual support for plaintiffs’ response. This summary...should be  
20 sufficient to permit the court to independently evaluate the fairness of the discount. The Court also  
21 asked Plaintiffs to the same information for why the PAGA allocation was discounted from its  
22 maximum potential exposure value.

23 31. In response, the Parties met and conferred and agreed to amend the Settlement and  
24 Notice of Settlement so as to attempt to address each of the Court’s concerns. In addition to the  
25 many revisions the Parties made to the Settlement and Notice, Plaintiffs’ counsel also re-engaged  
26 Dwight Steward of EmployStats so as to update and expand on the damages analysis he previously  
27 performed in the case, both at time of the mediation and at class certification.

28 32. On November 16, 2021, Plaintiffs filed their Supplemental Brief in Support of



1 Coordinated Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and  
2 supporting documents.

3 33. On December 2, 2021 the Court issued an Order granting Plaintiffs Burthorne-  
4 Martinez leave to file a Second Amended Complaint so that the pleading was congruent with the  
5 scope of the amended Settlement.<sup>2</sup> The SAC was subsequently filed and an Answer was filed by  
6 the Defendant. Allen Decl. ¶ 33.

7 34. On December 16, 2021, the Court issued an Order granting Plaintiffs’ Motion for  
8 Preliminary Approval of the amended Settlement and directing that notice be issued to the Class  
9 Members consistent therewith. The Order required that Plaintiffs file this present Motion for Fees  
10 and Costs and Service Awards by January 18, 2022 (i.e., 14 days prior to close of the response  
11 period on the class notice) and set a Final Approval Hearing for April 16, 2022 at 2:00 p.m.

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

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

19 37. Plaintiffs, through this Motion, seek their attorneys’ fees and costs and service  
20 awards for the named Plaintiffs as set forth in the Settlement.

### 21 **SUMMARY OF RELEVANT SETTLEMENT TERMS**

22 38. The Settlement proposes conditional certification of the following Class: “all non-  
23 exempt current and former employees of Sephora who worked at any California retail location in  
24 California between May 23, 2013 and May 14, 2021, inclusive.” Settlement, § 3.5.

25 39. The proposed settlement provides Defendant shall pay a non-reversionary  
26 \$12,750,000.00 (referred to as the “Gross Settlement Amount”) to compensate Plaintiffs and

27  
28 <sup>2</sup> The SAC removed a sick leave claim and added a cause of action under the Fair Labor Standards Act of 1933 (“FLSA”).

1 Settlement Class Members. *See* Settlement, § 3.17. The Gross Settlement Amount will be used to  
2 pay an incentive award to each of the named Plaintiffs for their extensive service to the Class (up  
3 to \$20,000.00 each); Plaintiffs' attorneys' fees (up to 33 1/3% of the Gross Settlement Amount,  
4 i.e., \$4,250,000.00)<sup>3</sup> and actual litigation expenses subject to Court determination and approval; a  
5 PAGA payment to the California Labor and Workforce Development Agency (75% of \$500,000,  
6 i.e., \$375,000.00); half of the employer payroll taxes related to Class Member Settlement  
7 Payments; and actual administration expenses to CPT Group, Inc. (\$55,000.00 flat fee). *Settlement*,  
8 § 8.1-8.8. The amount remaining from the Gross Settlement Amount after paying for these items,  
9 referred to as the Net Settlement Amount, will be distributed in its entirety to participating Class  
10 Members. *Id.*, § 3.23

11 **Service Award for Plaintiff Rose Provencio**

12 40. I am filing a declaration from Rose Provencio alongside this motion. The Settlement  
13 allows Plaintiffs' counsel to apply for a \$20,000 service award for each of the representative  
14 plaintiffs. I have reviewed the declaration. I believe Ms. Provencio went above and beyond what I  
15 could reasonably expect from a class representative and that this is a reasonable award in light of  
16 the amount of work and time she spent on case as well as the risk she took on by bringing the  
17 lawsuit including the risk that she would have to pay Defendant's costs if we did not prevail  
18 (which could have hundreds of thousands of dollars). She sat for deposition and answered multiple  
19 sets of discovery despite having a small child and another job. She provided contact information  
20 for other witnesses who were able to collaborate some of her claims. She helped me come up with  
21 the discovery requests and worked with me to review the expert's survey prior to it being  
22 implemented. She participated in the mediation as well as the eight months of negotiations that  
23 occurred thereafter.

24 41. Plaintiffs' counsel entered into a co-counseling agreement whereby any fee award  
25 would be split 38.25% to Allen Attorney Group PC; 38.25% to the Setareh Law Firm, 10% to the  
26 Gutierrez and Palay firms; and the remaining 13.5% to Matthew Norton & Associates and Deason  
27 & Archbold). This agreement was disclosed and consented to by each representative Plaintiff  
28

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3

1 including Ms. Provencio.

2 42. I continue to have no reason to believe or suspect there exists any conflict between  
3 the named plaintiffs, my firm, or the class I seek to represent. Plaintiff and class counsel were  
4 willing and available to prosecute this case and protect the interests of the class had this settlement  
5 not been reached.

6 **CLASS COUNSEL QUALIFICATIONS**

7 43. I was admitted to the California State Bar in 2005 and have never been subject to  
8 any sort of disciplinary proceeding. I am also admitted to practice in the United States District  
9 Court in the Northern, Central, and Southern Districts of California, as well as the Ninth Circuit  
10 Court of Appeal.

11 44. I believe I have a fairly significant amount of experience litigating wage and hour  
12 class actions in California. I started my law firm – Allen Attorney Group - in August 2013. From  
13 August 2013 to December 2018, I was also special counsel to Velton Zegelman PC.<sup>4</sup> Since August  
14 2013, I have prosecuted several dozen wage and hour class actions and PAGA representative  
15 claims on behalf of employees and even defended several small employers in such cases. From  
16 January 2011 through August 13, 2013, I was an Associate with Minami Tamaki LLP (“MT”) in  
17 San Francisco where I headed up the firm’s wage and hour class action litigation practice. Prior to  
18 working at Minami Tamaki LLP, I worked at Scott Cole & Associates, APC (“SCA”) in Oakland,  
19 California. During my time there SCA’s practice consisted entirely of wage and hour class actions.  
20 During my career, I estimate that I have directed the day-to-day litigation efforts in at least a  
21 hundred class actions and/or PAGA representative actions involving wage and hour issues  
22 including but not limited to claims for unpaid wages, overtime misclassification, meal period and  
23 rest break violations, wage statement penalties, and failure to reimburse employees for business  
24 expenses.

25 45. I have been integral in the resolution of many large wage and hour cases since  
26 starting my present firm including, but not limited to a \$1.0 million dollar meal and rest break class  
27 action against a popular California ski resort for its on-mountain restaurant workers, a \$2.425

28  

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<sup>4</sup> Velton Zegelman, PC ceased operations at the end of 2018.

1 million dollar settlement in a piece rate case against an upscale fitness gym in California on behalf  
2 of its massage therapists and fitness instructors, a \$2.2 million dollar settlement in a piece rate case  
3 against the owners of multiple car dealerships in California on behalf of service technicians, a \$1.5  
4 million dollar settlement against owners of dozens of pizza restaurants in California on behalf of  
5 their delivery drivers and other non-exempt employees for expense reimbursement and breaks  
6 claims, a \$5.6 million dollar settlement involving over 2,000 non-exempt laborers installing solar  
7 panels and roofs, and a \$1.5 million PAGA settlement on behalf of 2,000 gas station attendants.  
8 This is just a partial list.

9 46. I believe my experience litigating wage and hour claims, both individually and as  
10 class actions, allowed me to litigate this case efficiently and to accurately assess the value of the  
11 class claims alleged herein. I have directed discovery efforts and been responsively for evaluating  
12 dozens of class cases for purposes of settlement. I believe my cocounsel and I were thorough and  
13 efficient in our investigation and discovery efforts in this case.

14 47. Attached hereto as **Exhibit “2”** is a true and accurate lodestar report reflecting the  
15 hours I worked prosecuting this lawsuit through February 18, 2022 (“lodestar report”). As reflected  
16 therein I have spent at least 699.8 hours and incurred billings of over \$524,850. I track hours, on a  
17 contemporaneous basis, using billing software from [www.time59.com](http://www.time59.com). The lodestar report does  
18 not reflect all of my time on the case as I often forget to log quick emails and phone calls when I  
19 am away from my office. It also does not capture time spent finalizing this motion (i.e., after  
20 approximately 8:30PM on February 18, 2022) or time that I will spend working on the Motion for  
21 Final Approval, monitoring the claims administration process, and post approval steps called for in  
22 the Settlement.

23 48. I believe my hourly rate is in line with the rates charged by other plaintiffs  
24 attorneys practicing in the California, and especially the Bay Area, for work performed in class  
25 actions and PAGA representative cases. My current billing rate for class and representative work is  
26 \$750 an hour. This has been my hourly rate since 2017. I have had at least eleven courts approve  
27 fee applications in class/representative actions using this rate during that time. *See e.g. Balanag, et*  
28 *al. v. Laptalo Enterprises, Inc., et al*, Santa Clara County Sup. Ct. Case No. 19CV292680 [Final

1 Approval Order issued October 1, 2020]; *Elizarraraz v. S.J. Distributors, Inc.*, Santa Clara County  
2 Superior Ct. Case No. 18CV333810 [Final Approval Order issued November 4, 2020]; *Webster v.*  
3 *Platinum Parking Management, LLC*, Santa Clara County Sup. Ct. Case No. 2015-1-CV-283977  
4 (Final Approval Order Issued September 25, 2020); *Provencio v. Too Faced Cosmetics, LLC*,  
5 Santa Clara County Sup. Ct. Case No. 18CV336593 [Final Approval Order issued July 17, 2020];  
6 *Bissacia v. Revel Systems, Inc.* USDC N.D. Cal. Case No. 4:17-cv-02533-HSG [June 20, 2019];  
7 *Parry v. Waters Moving & Storage, Inc.*, Contra Costa County Sup. Ct. Case No. MSC15-01791  
8 [Final Approval Order issued September 13, 2018]; *Chatfield v. Revel Systems, Inc.*, San Francisco  
9 County Sup. Ct. Case No. CGC-16-551802 [Order Granting Plaintiffs' Motion for Fees, Costs and  
10 Service Awards, issued September 2017]; *Espinoza et al. v. Vander-Bend Manufacturing, LLC*,  
11 Santa Clara County Sup. Ct. Case No. 1-15-CV-283929 [Final Approval Order issued March 17,  
12 2017]. My co-counsel in this case is attaching the final approval orders from two of these cases  
13 (*Balanag, et al. v. Laptalo Enterprises, Inc., et al.* and *Elizarraraz v. S.J. Distributors, Inc.*). There  
14 are several others I have not yet added to this list. I am not attaching the orders from these cases  
15 but can if the Court wishes to see them.

16 49. I am familiar with the "Laffey Matrix" and understand that my rate is just below that  
17 provided for an attorney with similar experience. See <http://www.laffeymatrix.com/see.html>.

18 50. I believe that our fee request in this case is reasonable, as reflected by both the  
19 percentage of the fund method and lodestar cross check. I have over 699.8 hours and \$524,850 in  
20 billings in this case. This is the most time and fees I have ever invested into a single case. As a  
21 smaller firm, I am very selective about what cases I take on to ensure I always have the bandwidth  
22 to handle everything properly. Each of the hours I spent on this case was one less I could spend on  
23 other work or on personal pursuits such as spending time with my family. I have reviewed my  
24 cocounsel's declarations and believe their rates are also reasonable and that they appear in line  
25 with the Laffey Matrix.

26 51. If approved, the fee award will amount to a reasonable 2.38 multiplier on our  
27 lodestar (i.e., \$4,250,000/\$524,850). This is an admittedly significant fee recovery but for every  
28 successful contingency case I litigate there are many others where I have no recovery. For

1 example, I spent over 500 hours on an overtime class action and tried it to jury verdict with Judge  
2 Alsup only to recover nothing. I was lead counsel on a \$5.6 million dollar meal and rest break class  
3 action settlement where the Defendant filed for chapter 11 bankruptcy.

4 52. Attached hereto as **Exhibit “3”** is an itemized list of costs I incurred prosecuting  
5 this case through February 18, 2022. As reflected therein incurred \$91,791.74 in costs litigating  
6 this case. My firms tracked costs on a contemporaneous basis using the same time59.com software  
7 that I use for tracking my hours. I have not provided support or invoices but can if the Court wishes  
8 to see them. The costs journal does not include costs associated with filing this motion paperwork,  
9 the motion for final approval, appearing at the hearing, or monitoring the settlement administration  
10 process. If we had not succeeded, either through settlement or trial, as a practical manner I would  
11 have never recovered any of these costs.

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

14 Executed on this 18th day of February, 2022 in Lake Oswego, Oregon.

15   
16 \_\_\_\_\_  
17 KEVIN R. ALLEN  
18  
19  
20  
21  
22  
23  
24  
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26  
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28

# Exhibit 1

1 [COUNSEL LISTED ON FOLLOWING PAGE]  
2  
3  
4  
5  
6  
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SAN FRANCISCO (UNLIMITED)  
10

11 COORDINATED PROCEEDINGS SPECIAL  
12 TITLE [RULE 3.550]

13 SEPHORA WAGE AND HOUR CASES

14 Included actions:

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

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

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

20 *Duran v. Sephora USA, Inc.* (San Francisco  
21 CGC-17-561452)  
22  
23  
24  
25  
26  
27  
28

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.”<sup>1</sup>

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 \_\_\_\_\_  
<sup>1</sup> 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.

26   ///

27   ///

28   ///

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.

27     ///

28     ///

1           3.7     “Class Counsel” means:

2           SHAUN SETAREH (SBN: 204514)  
3           shaun@setarehlaw.com  
4           THOMAS SEGAL (SBN: 222791)  
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42          Daniel J. Palay, SBN 159348  
43          Brian D. Hefelfinger, SBN 253054  
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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  
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14                   405 Howard Street  
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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,<sup>2</sup> 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

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<sup>2</sup> 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:

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

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

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

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

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

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

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

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

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

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

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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 remailing 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.

28 ///

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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28

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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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  
6 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ALYSSA BURNTHORNE-MARTINEZ  
Representative Plaintiff

7  
8  
9 Dated: Nov 11, 2021

By:  \_\_\_\_\_  
ROSE PROVENCIO  
Representative Plaintiff

10  
11  
12 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
LACEY HERNANDEZ  
Representative Plaintiff

13  
14  
15 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
BRENDA MORALES  
Representative Plaintiff

16  
17  
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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25 ///

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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: \_\_\_\_\_

6 By: \_\_\_\_\_  
7 ALYSSA BURNTHORNE-MARTINEZ  
8 Representative Plaintiff

9 Dated: \_\_\_\_\_

10 By: \_\_\_\_\_  
11 ROSE PROVENCIO  
12 Representative Plaintiff

13 Dated: 11/12/2021

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  
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9 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ROSE PROVENCIO  
Representative Plaintiff

10  
11  
12 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
LACEY HERNANDEZ  
Representative Plaintiff

13  
14  
15 Dated: 11/10/21

By:   
BRENDA MORALES  
Representative Plaintiff

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17  
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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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  
6 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ALYSSA BURNTHORNE-MARTINEZ  
Representative Plaintiff

7  
8  
9 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ROSE PROVENCIO  
Representative Plaintiff

10  
11  
12 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
LACEY HERNANDEZ  
Representative Plaintiff

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14  
15 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
BRENDA MORALES  
Representative Plaintiff

16  
17  
18 Dated: Nov. 9, 2021

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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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  
6 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ALYSSA BURNTHORNE-MARTINEZ  
Representative Plaintiff

7  
8  
9 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ROSE PROVENCIO  
Representative Plaintiff

10  
11  
12 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
LACEY HERNANDEZ  
Representative Plaintiff

13  
14  
15 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
BRENDA MORALES  
Representative Plaintiff

16  
17  
18 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JESSICA DURAN  
Representative Plaintiff

19  
20  
21 Dated: 11/11/2021

DEFENDANT SEPHORA USA, Inc.

22 *Eric J Baysinger*

23 By: \_\_\_\_\_  
ERIC J. BAYSINGER  
Vice President, General Counsel, Sephora  
USA, Inc

24  
25 ///

26 ///

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28 ///



1 **APPROVED AS TO FORM:**

2 Dated: Nov. 9, 2021

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

3  
4  
5 By: 

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

7  
8 Dated: \_\_\_\_\_

ALLEN ATTORNEY GROUP

9  
10 By: \_\_\_\_\_

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

12  
13 Dated: \_\_\_\_\_

SETAREH LAW GROUP

14  
15 By: \_\_\_\_\_

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

17  
18 Dated: \_\_\_\_\_

MATTHEW NORTON & ASSOCIATES, P.C.

19  
20 By: \_\_\_\_\_

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

22  
23 Dated: \_\_\_\_\_

ORRICK HERRINGTON & SUTCLIFFE LLP

24  
25 By: \_\_\_\_\_

26 ANDREW R. LIVINGSTON  
Attorneys for Defendant

27 4163-3530-3474

1 **APPROVED AS TO FORM:**

2 Dated: \_\_\_\_\_

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

4  
5 By: \_\_\_\_\_

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

7  
8 Dated: November 11, 2021

ALLEN ATTORNEY GROUP

9  
10 By: \_\_\_\_\_

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

12  
13 Dated: \_\_\_\_\_

SETAREH LAW GROUP

14  
15 By: \_\_\_\_\_

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

16  
17  
18 Dated: \_\_\_\_\_

MATTHEW NORTON & ASSOCIATES, P.C.

19  
20 By: \_\_\_\_\_

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

21  
22  
23 Dated: \_\_\_\_\_

ORRICK HERRINGTON & SUTCLIFFE LLP

24  
25 By: \_\_\_\_\_

ANDREW R. LIVINGSTON  
Attorneys for Defendant

26  
27 4163-3530-3474

1 **APPROVED AS TO FORM:**

2 Dated: \_\_\_\_\_ HATHAWAY, PERRETT, WEBSTER, POWERS,  
3 CHRISMAN & GUTIERREZ, A Professional Corporation

4  
5 By: \_\_\_\_\_  
6 ALEJANDRO P. GUTIERREZ  
7 Attorneys for Plaintiff JESSICA DURAN and the  
8 Certified Class

9  
10 Dated: \_\_\_\_\_ ALLEN ATTORNEY GROUP

11 By: \_\_\_\_\_  
12 KEVIN R. ALLEN  
13 Attorneys for Plaintiff ROSE PROVENCIO and the  
14 Certified Class

15 Dated: 11/11/2021 SETAREH LAW GROUP

16 By:  \_\_\_\_\_  
17 THOMAS SEGAL  
18 Attorneys for Plaintiff ALYSSA BURNTHORNE-  
19 MARTINEZ and the Certified Class

20 Dated: \_\_\_\_\_ MATTHEW NORTON & ASSOCIATES, P.C.

21 By: \_\_\_\_\_  
22 JOHN M. NORTON  
23 Attorneys for Plaintiffs  
24 LACEY HERNANDEZ AND BRENDA  
25 MORALES, and the Certified Class

26 Dated: \_\_\_\_\_ ORRICK HERRINGTON & SUTCLIFFE LLP

27 By: \_\_\_\_\_  
28 ANDREW R. LIVINGSTON  
Attorneys for Defendant

4163-3530-3474

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

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16 By: \_\_\_\_\_  
17 THOMAS SEGAL  
18 Attorneys for Plaintiff ALYSSA BURNTHORNE-  
19 MARTINEZ and the Certified Class

20 Dated: 11/12/2021 MATTHEW NORTON & ASSOCIATES, P.C.

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

26 Dated: \_\_\_\_\_ ORRICK HERRINGTON & SUTCLIFFE LLP

27 By: \_\_\_\_\_  
28 ANDREW R. LIVINGSTON  
Attorneys for Defendant

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8 Certified Class

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11 By: \_\_\_\_\_  
12 KEVIN R. ALLEN  
13 Attorneys for Plaintiff ROSE PROVENCIO and the  
14 Certified Class


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

20 Dated: \_\_\_\_\_ MATTHEW NORTON & ASSOCIATES, P.C.

21 By: \_\_\_\_\_  
22 JOHN M. NORTON  
23 Attorneys for Plaintiffs  
24 LACEY HERNANDEZ AND BRENDA  
25 MORALES, and the Certified Class

26 Dated: \_\_\_\_\_ ORRICK HERRINGTON & SUTCLIFFE LLP

27 By:  \_\_\_\_\_  
28 ANDREW R. LIVINGSTON  
Attorneys for Defendant

4163-3530-3474

# Exhibit 2

Exhibit 2  
Allen Attorney Group PC Lodestar Summary

Date	Project	Biller	Hours	Rate	Amount	Description
2/21/16	SEPHORA (ROSE P)	Kevin R. Allen	0.5	\$ 750.00	\$ 375.00	Email from Daniel Velton re intake with Sephora employee. Initial litigation search.
2/22/16	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	Teleconference (TC) with Rose Provencio. Notes. Email to DV re the same. Emailed records request and authorization to release to Rose.
2/24/16	SEPHORA (ROSE P)	Kevin R. Allen	0.4	\$ 750.00	\$ 300.00	Follow up email to client. Clients response. Reply to client.
2/27/16	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	Finalized and served records request. Emails with DV and GP.
3/7/16	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	TC w PC Rose, TC w DV. Emails with client re retainer and class rep duties.
3/18/16	SEPHORA (ROSE P)	Kevin R. Allen	1.3	\$ 750.00	\$ 975.00	Reviewed client documents, emails with client. Research
3/22/16	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emailed client's records to her. TC re the same.
3/29/16	SEPHORA (ROSE P)	Kevin R. Allen	3.1	\$ 750.00	\$ 2,325.00	Drafting complaint, legal research. Drafting PAGA letter.
4/14/16	SEPHORA (ROSE P)	Kevin R. Allen	0.5	\$ 750.00	\$ 375.00	Emails w client re DLSE claim and next steps.
4/19/16	SEPHORA (ROSE P)	Kevin R. Allen	4.5	\$ 750.00	\$ 3,375.00	Revising complaint. Drafted summons, CCCS; TC w/ OPC, emails with OPC. Submitted for filing. Reviewed and revised PAGA letter. Emails with GPO re filing. Finalized complaint docs for filing.
4/20/16	SEPHORA (ROSE P)	Kevin R. Allen	2.9	\$ 750.00	\$ 2,175.00	TC w OPC re DLSE claim being withdrawn. Finalized PAGA letter. Reviewing and revising complaint further. Filed complaint package via one legal.
4/21/16	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Communications with OPC, VZ firm re DLSE wage claim dismissal letter. Faxed to DLSE. Emailed to client and OPC.
4/22/16	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	VM for client. Emails with client. Emails with OPC.
4/28/16	SEPHORA (ROSE P)	Kevin R. Allen	0.4	\$ 750.00	\$ 300.00	TC w DV re case and next steps.
4/28/16	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	Emails from One Legal re service being complete. Saved. Calendared deadlines.
5/2/16	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Email from court re complex designation. calendared deadlines.
5/23/16	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with OPC re extension to answer complaint.
6/16/16	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Reviewed online docket for upcoming hearings, double checked calendar; double checked jury fee paid and/or asked GP to prepare form to pay jury fee.
6/20/16	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Downloaded filed jury advance doc and cover sheet; emailed to GP for service on court.
7/5/16	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	E-service received notice of related case from OPC. Research
7/19/16	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Reviewed Order from court continuing CMC. Saved. Calendared.
9/8/16	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	Email from OPC re meet and confer for CMC.

Exhibit 2  
Allen Attorney Group PC Lodestar Summary

9/9/16	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with OPC and attorneys in related case, cocounsel re next CMC and notice of related case.
9/14/16	SEPHORA (ROSE P)	Kevin R. Allen	0.5	\$ 750.00	\$ 375.00	Emails with OPC. Prepared for call. TC w OPC re JCMCS topics. Emails with Setareh firm
9/15/16	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with OPC re CMC. E-seervice docs saved.
9/14/16	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	TC w Thomas at ST law firm; revised JCMCS and emailed to OPC. Emails with DV.
9/15/16	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	finalized JCMCs and filed. Saved e-service copy
9/20/16	SEPHORA (ROSE P)	Kevin R. Allen	1.1	\$ 750.00	\$ 825.00	Emails with other plaintiff's counsel, OPC, DV. Reviewed class action settlement papers from other case.
9/22/16	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	Emails with Shane re scheduling a call.
9/29/16	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	TC w client. Notes.
10/3/16	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	Email to Setareh cocounsel
10/7/16	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	Email with Thomas of Setareh firm
10/10/16	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	Email with Thomas of Setareh firm
10/14/16	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	Email with Thomas of Setareh firm
10/17/16	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	Email to Setareh cocounsel. TC w the same. Emails with DV
10/17/16	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Drafted cocounsel agreement, circulated to Setareh for review. Email with DV re the sae. Email to CD re petition to coordinate.
10/20/16	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	Drafting petition to coordinate, legal reseach. Emails with DV
10/24/16	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Reviewed deadlines/calendar. Emails with cocounsel re cocousnel agreement. Revised draft petition to coordinate.
10/26/16	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with cocounsel re pcocoiunsel agreement and petition to coordinate.
10/31/16	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	Emails, TC w Thomas at Setareh.
11/1/16	SEPHORA (ROSE P)	Kevin R. Allen	0.4	\$ 750.00	\$ 300.00	Emails with cocounsel re cocounsel agreement. Drafted JCMCS, emailed to OPC.
11/2/16	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Reviewed OPC's edits to CMC statement, revised further. Emails with OPC.
11/3/16	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	Downloaded CMCS e-service. Saved.
11/7/16	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails and TC w cocounsel re petition to coordinate, our CMC, his CMC, cocounsel agreement.
11/14/16	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	Emails with OPC and DV re petition to coordinate. Reviewed deadlines.
11/18/16	SEPHORA (ROSE P)	Kevin R. Allen	0.5	\$ 750.00	\$ 375.00	Emails with cocounsel re petition, edits. Revised. Legal research.



Exhibit 2  
Allen Attorney Group PC Lodestar Summary

11/30/16	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	Emails with cocounsel re petition.
12/13/16	SEPHORA (ROSE P)	Kevin R. Allen	0.4	\$ 750.00	\$ 300.00	Vm for client's other attorney, VM for client.
12/13/16	SEPHORA (ROSE P)	Kevin R. Allen	0.4	\$ 750.00	\$ 300.00	Email to client. Reviewed petition to coordinate. Emails with OPC re the same.
12/17/16	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	VM to client. Emails with client to follow up.
12/18/16	SEPHORA (ROSE P)	Kevin R. Allen	0.4	\$ 750.00	\$ 300.00	Emails with client re status.
12/18/16	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Cont revising petition for coordination per emails with OPC and counsel
12/30/16	SEPHORA (ROSE P)	Kevin R. Allen	0.6	\$ 750.00	\$ 450.00	Reviewed docket. Client consent form. Revised petition for coordination.
1/3/17	SEPHORA (ROSE P)	Kevin R. Allen	0.7	\$ 750.00	\$ 525.00	Collected/compiled/formatted cocounsel agreement and client consent form. Emails with cocounsel.
1/4/17	SEPHORA (ROSE P)	Kevin R. Allen	3.5	\$ 750.00	\$ 2,625.00	Finished petition to coordinate. Emails to OPC and counsel for review.
1/5/16	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	Revised petition to coordinate. Emails to OPC
1/9/17	SEPHORA (ROSE P)	Kevin R. Allen	4.5	\$ 750.00	\$ 3,375.00	Drafted notice of petition submission. Legal research. Finished notice of petition, served, and mailed to JC. Online filing of notice in SF and SC.
1/10/17	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	Rejection notice in Burnthorne re petition. Research. Revised
1/24/17	SEPHORA (ROSE P)	Kevin R. Allen	2.6	\$ 750.00	\$ 1,950.00	Reviewed letter from Judicial Council re petition to coordinate. Downloaded notices. Legal research. Drafted notices of JC Order for filing in SC and SF cases. Filed coordination docs in SC and SF cases.
1/25/17	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	Emails from file and serve re uploading notice of stay from SC case.
2/7/17	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	20 plus emails with OPC re deposition. VM from cocounsel re the same
2/7/17	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with cocounsel and OPC.
2/16/16	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with cocounsel and OPC.
2/21/17	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	Drafted notices of coordination gearing, formatted, signed and filed in both cases. Emails with cocounsel.
3/23/17	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Filed Notice of Order in SF, SC. Emails with VZ staff and client. Email with client
3/27/17	SEPHORA (ROSE P)	Kevin R. Allen	0.8	\$ 750.00	\$ 600.00	TC/VM w client. VM for cocounsel.
4/23/17	SEPHORA (ROSE P)	Kevin R. Allen	0.9	\$ 750.00	\$ 675.00	Received client's deposition transcript
5/1/17	SEPHORA (ROSE P)	Kevin R. Allen	1.4	\$ 750.00	\$ 1,050.00	Emails with OPC re moving CMC. Downloaded e-service of notice of related case. Reviewed, research
5/10/17	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	Drafted motion for lead, legal research. Emails with DV.

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Allen Attorney Group PC Lodestar Summary

5/22/17	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with Matt Norton. Emails with Setareh.
5/23/17	SEPHORA (ROSE P)	Kevin R. Allen	3.5	\$ 750.00	\$ 2,625.00	Drafted CMC statement. Emails and VM with cocounsel. Emails w cocounsel. Research. Drafted stipulation for class list.
5/25/17	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Emails cocounsel and OPC re JCMCS, discovery, stip for class list.
5/25/17	SEPHORA (ROSE P)	Kevin R. Allen	0.9	\$ 750.00	\$ 675.00	Reviewed/revised JCMCS, emails with cocounsel and counsel from related case.
5/25/17	SEPHORA (ROSE P)	Kevin R. Allen	0.8	\$ 750.00	\$ 600.00	Finalized cmc statement. Emails w cocounsel. e-filed cmcs
5/25/17	SEPHORA (ROSE P)	Kevin R. Allen	3.6	\$ 750.00	\$ 2,700.00	Drafted initial set of written discovery.
6/1/17	SEPHORA (ROSE P)	Kevin R. Allen	3	\$ 750.00	\$ 2,250.00	Prepared for CMC, travel to/from CMC, appeared at CMC.
6/2/17	SEPHORA (ROSE P)	Kevin R. Allen	1.1	\$ 750.00	\$ 825.00	Email and links from cocounsel in related case with discovery and documents from their case. Reviewed, notes.
6/6/17	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	Preparing responses to OBJ and objections to depo notice
6/7/17	SEPHORA (ROSE P)	Kevin R. Allen	2.9	\$ 750.00	\$ 2,175.00	Emails and TC w client re discovery responses. Emails with OPC. Emails from Setareh firm re their meet and confer efforts
6/9/17	SEPHORA (ROSE P)	Kevin R. Allen	4.5	\$ 750.00	\$ 3,375.00	Finalized discovery responses and had served.
6/20/17	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with OPC re our objections to depo notice.
6/26/17	SEPHORA (ROSE P)	Kevin R. Allen	1.7	\$ 750.00	\$ 1,275.00	Emails with client re deposition, discovery response verifications.
6/28/17	SEPHORA (ROSE P)	Kevin R. Allen	2.7	\$ 750.00	\$ 2,025.00	TC w Farrah (Setare) re discovery. Emails with GP re the same. Downloaded Matt Norton discovery from companion case. Reviewed. Emails w Setareh firm re discovery.
6/29/17	SEPHORA (ROSE P)	Kevin R. Allen	0.8	\$ 750.00	\$ 600.00	Emails between cocounseling and OPC. Reviewed, sent stip for class list to Matt Norton firm for feedback. Reviewed notice of deposition and RFPS.
7/5/17	SEPHORA (ROSE P)	Kevin R. Allen	1.2	\$ 750.00	\$ 900.00	Emails w client and Norton. Calendared deadlines.
7/5/17	SEPHORA (ROSE P)	Kevin R. Allen	0.5	\$ 750.00	\$ 375.00	TC w Matt Norton re Sephora. Email from Norton's firm.
7/5/17	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	Emails with Norton, online research for Bunton settlement.
7/21/17	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Reviewed deadlines. Emails with cocounseling and OPC re depo, stip and belaire notice.
7/24/17	SEPHORA (ROSE P)	Kevin R. Allen	2.1	\$ 750.00	\$ 1,575.00	Finished reviewing, organizing document production for RFPS. Emails with OPC.
7/28/17	SEPHORA (ROSE P)	Kevin R. Allen	0.7	\$ 750.00	\$ 525.00	Emails with client re depo prep. Reviewed stip PO from other cal, emails with OPC.
8/3/17	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	Text and emails with client.
8/7/17	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Text and emails with client, OPC re deposition and supplemental responses.

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Allen Attorney Group PC Lodestar Summary

8/9/17	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	TC w client. Emails with client. Email to OPC re deposition scheduling.
8/10/17	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	emails with client and OPC re deposition/discovery
8/14/17	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	Emails with client and OPC re deposition/discovery
8/21/17	SEPHORA (ROSE P)	Kevin R. Allen	2.9	\$ 750.00	\$ 2,175.00	Prepared for call with client. Tc w client re prep for depo. Reviewed documents, depo notice.
8/21/17	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Prepared for deposition. Emails/text messages with client
8/21/17	SEPHORA (ROSE P)	Kevin R. Allen	3.1	\$ 750.00	\$ 2,325.00	Reviewed and revised stip re class list. TC w Huy. Emails with OPC and cocounsel.
8/21/17	SEPHORA (ROSE P)	Kevin R. Allen	0.6	\$ 750.00	\$ 450.00	Emails to claims admins re stip opt out notice. Revised stip. Emails w cocounsel and OPC. Email responses back from claim admin, answered questions
8/23/17	SEPHORA (ROSE P)	Kevin R. Allen	2.9	\$ 750.00	\$ 2,175.00	Review/revise stip for class notice, stip for PO. Emails with OPC, cocounsel. Followed up with claimd admin.
8/23/17	SEPHORA (ROSE P)	Kevin R. Allen	14	\$ 750.00	\$ 10,500.00	Prepared for depo, travel for depo, met with client, emails with DV, defend depo, travel afterwards.
8/24/17	SEPHORA (ROSE P)	Kevin R. Allen	0.7	\$ 750.00	\$ 525.00	TC w Matt Norton. Emails with OPC.
8/24/17	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Email to cocounsel Thomas/Matt N. re clients depo.
8/30/17	SEPHORA (ROSE P)	Kevin R. Allen	4	\$ 750.00	\$ 3,000.00	Tc w Matt Norton, reviewed CMC and proposed revisions, emails with OPC re CMCS. Reviewed depo transcripts from plaintiffs in Norton and Setareh cases. Reviewed revised JCMCS
8/30/17	SEPHORA (ROSE P)	Kevin R. Allen	2.1	\$ 750.00	\$ 1,575.00	Emails w OPC. Revised CMCS. Emails with cocounsel re discovery and PO. Set up court call for CMC
9/5/17	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Prepared for CMC. Appeared for CMC. Emails with cocounseling
9/8/17	SEPHORA (ROSE P)	Kevin R. Allen	4.5	\$ 750.00	\$ 3,375.00	Reviewed deposition transcript for client. TC w client. Emails with cocounsel and OPC. Reviewed bids from claims admin. Emails with the claims admins. Reviewed OPC's signed PO, stip, and class list notice. Emails with cocounsel and client.
9/10/17	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Prepared for CMC. Appeared for CMC. Emails with cocounseling
9/11/17	SEPHORA (ROSE P)	Kevin R. Allen	0.9	\$ 750.00	\$ 675.00	Reviewed CMCO order no. 2. Finalized stip for Belaire notice, emails with OPC and cocounsel.
9/15/17	SEPHORA (ROSE P)	Kevin R. Allen	0.4	\$ 750.00	\$ 300.00	Reviewed discovery meet and confer from Setareh firm's case.
9/19/17	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	Emails with cocounsel and claims admin.
9/22/17	SEPHORA (ROSE P)	Kevin R. Allen	0.4	\$ 750.00	\$ 300.00	Emails with claims admin .
9/29/17	SEPHORA (ROSE P)	Kevin R. Allen	0.6	\$ 750.00	\$ 450.00	Email from OPC w CMCS. Reviewed. Emails with cocounsel. Emails with claims admin re stip and Belaire notice

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Allen Attorney Group PC Lodestar Summary

10/2/17	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	Emails with OPC re CMC, cocounseling agreement. TC and emails with TS Emails with OPC. Reviewed revised CMC statement.
10/3/17	SEPHORA (ROSE P)	Kevin R. Allen	0.4	\$ 750.00	\$ 300.00	Emails with claims admin. Reviewed draft notices and postcard
10/5/17	SEPHORA (ROSE P)	Kevin R. Allen	0.5	\$ 750.00	\$ 375.00	Prepared for CMC, set up court call. Emails with cocounsel MN and TS.
10/5/17	SEPHORA (ROSE P)	Kevin R. Allen	0.4	\$ 750.00	\$ 300.00	Appeared for CMC.
10/5/17	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	Emails with claims admin re Belaire west notice.
11/27/17	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	TC w CM. TC w Class Rep. TC w with cocounsel
1/16/18	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Emails with Shaun Setare and company re discovery and PMK deposition.
1/17/18	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Emails/TC w Thomas Seagal re class cert deadlines, PMK deposition notice, etc.
1/17/18	SEPHORA (ROSE P)	Kevin R. Allen	2.1	\$ 750.00	\$ 1,575.00	Emails and TC w cocounsel at Setare re discovery and next steps. Reviewed and revised his PMK draft. Reviewed deadlines for responding to further discovery from OPC. Emails with VZ staff.
1/26/18	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Prepare for CMC, TC and emails with CourtCall, appeared for CMC. Emails with cocounsel.
2/2/18	SEPHORA (ROSE P)	Kevin R. Allen	4.5	\$ 750.00	\$ 3,375.00	Drafted responses to RFP Set Two; Reviewed docs; Legal research; Emails with client; signed, mailed responses.
2/8/18	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with cocounsel re discovery, PMK deposition, and cocounsel agreement.
2/14/18	SEPHORA (ROSE P)	Kevin R. Allen	0.6	\$ 750.00	\$ 450.00	Emails with cocounsel, OPC re various discovery issues.
3/2/18	SEPHORA (ROSE P)	Kevin R. Allen	2.6	\$ 750.00	\$ 1,950.00	Cont drafting/revising discovery responses. Printed out. Emails and text messages w client re discovery.
3/8/18	SEPHORA (ROSE P)	Kevin R. Allen	0.6	\$ 750.00	\$ 450.00	Emails with OPC re PMK depositions, MCC filing deadlines. Emails with cocounsel Norton re split. Emails/text messages with client.
3/12/18	SEPHORA (ROSE P)	Kevin R. Allen	6.3	\$ 750.00	\$ 4,725.00	Reviewed depo transcript. Emails with OPC re discovery. Printed out exhibits. Worked on outline for PMK depo.
3/12/18	SEPHORA (ROSE P)	Kevin R. Allen	4.2	\$ 750.00	\$ 3,150.00	Prepared for deposition PMK, emails and TC and text messages with Shaun, Matt Norton, Alex.
3/13/18	SEPHORA (ROSE P)	Kevin R. Allen	12.5	\$ 750.00	\$ 9,375.00	Prepare for, travel to/from, attend deposition, post depo review of notes, emails with cocounsel. Travel
3/14/18	SEPHORA (ROSE P)	Kevin R. Allen	3	\$ 750.00	\$ 2,250.00	Cont to prep for depo. TC w Court. Emails and conference call with cocounsel and OPC.
3/14/18	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Emails with OPC and cocounsel re deposition start time. Appeared at conference call with judge. Emails with OPC and cocounsel
3/16/18	SEPHORA (ROSE P)	Kevin R. Allen	0.5	\$ 750.00	\$ 375.00	Emails with Shaun Setare, TC w Shaun Setare.
3/16/18	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Emails/TC with cocounsel. Drafting meet and co for letter to OPC re discovery issues.

Exhibit 2  
Allen Attorney Group PC Lodestar Summary

3/20/18	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Emails with cocounsel. Emails with OPC re discovery. Reviewed transcript from PMK depo. Emails with Matt Norton re various issues.
3/28/18	SEPHORA (ROSE P)	Kevin R. Allen	7.5	\$ 750.00	\$ 5,625.00	Emails, TC w cocounsel Shaun and Thomas re MCC. Drafting MPA for MCC. Reviewed and revised CM decl.
4/2/18	SEPHORA (ROSE P)	Kevin R. Allen	4.5	\$ 750.00	\$ 3,375.00	TC w Client. Drafting MCC. Emails with cocounsel.
4/5/18	SEPHORA (ROSE P)	Kevin R. Allen	4.5	\$ 750.00	\$ 3,375.00	Cont drafting MCC, emails and TC w cocounsel. Legal research.
4/6/18	SEPHORA (ROSE P)	Kevin R. Allen	6.5	\$ 750.00	\$ 4,875.00	Emails/TC and VM with cocounsel re MCC. Revising and drafting MCC. Legal research.
4/7/18	SEPHORA (ROSE P)	Kevin R. Allen	10	\$ 750.00	\$ 7,500.00	Cont drafting/revising MCC. Emails and TC w Matt Norton re MCC.
4/9/18	SEPHORA (ROSE P)	Kevin R. Allen	12	\$ 750.00	\$ 9,000.00	Drafting/revising MCC. Emails with cocounsel.
4/10/18	SEPHORA (ROSE P)	Kevin R. Allen	7	\$ 750.00	\$ 5,250.00	Further revisions, drafted TOA/TOC, revised. Emails with cocounsel. Reviewed online docket to triple check date and time of MCC hearing. Legal research.
4/11/18	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with cocounsle re case. Downloaded filed versions of motion for class cert. Emails with DV re the same
4/17/18	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with OPC, cocounsel re MCC filing.
4/19/18	SEPHORA (ROSE P)	Kevin R. Allen	0.4	\$ 750.00	\$ 300.00	Emails/TC w cocounsel re MCC and cocounsel agreement.
4/25/18	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	Emails with OPC and cocounsel re class member declarations.
4/25/18	SEPHORA (ROSE P)	Kevin R. Allen	0.5	\$ 750.00	\$ 375.00	Emails with cocounsel re CM decl.
4/27/18	SEPHORA (ROSE P)	Kevin R. Allen	0.4	\$ 750.00	\$ 300.00	Emails (8) with cocounsel and OPC re stipulated PO.
5/1/18	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with cocounsel re deposition defense CM scheduling.
5/4/18	SEPHORA (ROSE P)	Kevin R. Allen	0.6	\$ 750.00	\$ 450.00	Reviewed MCC service copies of docs, emails with VZ staff. Emails with cocounsel re CM depositions.
6/19/18	SEPHORA (ROSE P)	Kevin R. Allen	1.2	\$ 750.00	\$ 900.00	Reviewed reply brief for MCC, emails with Setare law firm re the same.
7/10/18	SEPHORA (ROSE P)	Kevin R. Allen	5	\$ 750.00	\$ 3,750.00	Travel to/from hearing on P's motion for class certification. Met with cocounsel before/after hearing. Appeared for hearing. Scanned/Reviewed tentative ruling and started to outline trial plan. Emails with cocounsel and client with status update.
7/16/18	SEPHORA (ROSE P)	Kevin R. Allen	6.5	\$ 750.00	\$ 4,875.00	Drafting motion for trial plan. Legal research. Emails with cocounsel. Revisions to motion.
7/30/18	SEPHORA (ROSE P)	Kevin R. Allen	1.4	\$ 750.00	\$ 1,050.00	Review, revise trial plan suppl brief. Legal research. Emails with cocounsel.

Exhibit 2  
Allen Attorney Group PC Lodestar Summary

9/26/18	SEPHORA (ROSE P)	Kevin R. Allen	6	\$ 750.00	\$ 4,500.00	Travel to hearing, met with Shaun Setare, appeared for hearing, met with cocounsel, traveled home. Emails with client and DV re the same.
9/26/18	SEPHORA (ROSE P)	Kevin R. Allen	5.5	\$ 750.00	\$ 4,125.00	Prepare for class cert hearing. Legal research.
10/17/18	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	Reviewed MCC Order and prepared for conference call with cocounsel. TC w cocounsel. Emails with OPC
10/26/18	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	Reviewed and revised notice of class cert. Emails with cocounsel and OPC re the same. Legal research.
10/30/18	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	Reviewed and revised proposed order, reviewed Setare revisions. Emails with Alejandro and class counsel re proposed order.
10/30/18	SEPHORA (ROSE P)	Kevin R. Allen	0.4	\$ 750.00	\$ 300.00	Emails and TC w Alejandro re proposed order and classes/subclasses.
11/1/18	SEPHORA (ROSE P)	Kevin R. Allen	3	\$ 750.00	\$ 2,250.00	Review/revise proposed order and class cert notice. Compared to MCC minute order. Reviewed emails from cocounsel to ensure I captured all of their changes. Emails to OPC re the same. Prepared for 10am conference call.
11/2/18	SEPHORA (ROSE P)	Kevin R. Allen	3.5	\$ 750.00	\$ 2,625.00	Emails with ccocounsel re letter to Andrew re video. Emails with claims admin. Emails with expert witnesses I am interviewing. Emails w Shaun Stareh re the same. research re trial plan surveys.
11/5/18	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	Emails/TC w experts re survey and statistical analysis.
11/6/18	SEPHORA (ROSE P)	Kevin R. Allen	3.4	\$ 750.00	\$ 2,550.00	Draft/revise CMC statement. TC w Dwight Steward. Emails with Jeff Petersen and Dwight Steward. Emails with cocounsel. Revised CMC statement. TC w Shaun Setare.
11/6/18	SEPHORA (ROSE P)	Kevin R. Allen	0.9	\$ 750.00	\$ 675.00	TC w Shaun Stareh re CMCS. Emails w cocounsle re the same. Revise CMC statement. Emails with OPC re the same.
11/13/18	SEPHORA (ROSE P)	Kevin R. Allen	3.2	\$ 750.00	\$ 2,400.00	Tried to appear TC for CMC (court call, clerk calls). Reviewed and revised proposed Order, notice, opt out form. TC w Matt Norton. TC w Thomas Segal.
11/13/18	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Prepare for call with cocounsel re CMC trial plan instructions. TC w Matt and Alejandro. Notes.
11/14/18	SEPHORA (ROSE P)	Kevin R. Allen	3.1	\$ 750.00	\$ 2,325.00	Drafting/revising trial plan with elements, etc. Legal research. Emails with cocounsel.
11/16/18	SEPHORA (ROSE P)	Kevin R. Allen	2.1	\$ 750.00	\$ 1,575.00	Emails w co-counsel and OPC. Reviewed and revised trial plan, CMC statement.
11/29/18	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with cocounsel re MCC order and notice.
12/7/18	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	Reviewed/revised proposed order and notice per court's CMCO no 7. Emails with client. Filed sub of attorney. Mailed.
12/11/18	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	Draft SOA form and emailed to client.

Exhibit 2  
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12/17/18	SEPHORA (ROSE P)	Kevin R. Allen	0.9	\$ 750.00	\$ 675.00	Emails with Ali OPC re notice, proposed order, opt out form. Emails between Alex and Ali re the same. Revised the proposed notice. Emails with Ali re the same.
12/19/18	SEPHORA (ROSE P)	Kevin R. Allen	2.4	\$ 750.00	\$ 1,800.00	Revised PO, class notice, opt out form per emails with OPC and cocounsel. Submitted for filing. Emailed courtesy copy to court. Submitted one legal request for courtesy copies to be sent. Emails to cocounsel to ensure attachments could be opened.
1/2/19	SEPHORA (ROSE P)	Kevin R. Allen	0.9	\$ 750.00	\$ 675.00	Reviewed rejection notes from clerk re proposed order. Signed POS for proposed order. Filed through one legal. Emailed courtesy copy to court. Submitted chambers copy request through one legal.
1/2/19	SEPHORA (ROSE P)	Kevin R. Allen	3.1	\$ 750.00	\$ 2,325.00	TC w Matt Norton re cocounsel agreement and class discovery (PAGA). Emails with Shain. TC w Shaun Setare. Reviewed Norton's FLSA case docket, downloaded various documents. Saved. Emailed to Shaun Setare.
1/15/19	SEPHORA (ROSE P)	Kevin R. Allen	2.7	\$ 750.00	\$ 2,025.00	Revised motion for peremptory challenge, legal research. Uploaded for filing, courtesy copies delivery to Dept 304.
1/21/19	SEPHORA (ROSE P)	Kevin R. Allen	1.7	\$ 750.00	\$ 1,275.00	Drafted stip approving of class notice and order; created redline and clean copy of the exhibits. Emailed to cocounsel for review and input.
1/23/19	SEPHORA (ROSE P)	Kevin R. Allen	1.4	\$ 750.00	\$ 1,050.00	Revised stip, proposed order, notice and claim form. Created redline and clean versions, emailed to Ali OPC.
1/24/19	SEPHORA (ROSE P)	Kevin R. Allen	0.5	\$ 750.00	\$ 375.00	Emails with OPC Ali re stip approving of PO. Reviewed/revised stip. Emails with cocounsel.
1/30/19	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	TC from court clerk. Email to other counsel re CMC date being moved. Email with Dan Palay re peremptory challenge and order. Downloaded coordination petition.
2/7/19	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	Vm to client w status update.
2/11/19	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Email and TC w Shaun S re cocounsel agreement with Noerton. Emails with MN re the same.
2/14/19	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	Revised CMCS, emails with cocounsel, TC w Alex G, emails with OPC, signed, emails with OPC. TV w AG. VM from AG. Emails w SS.
3/5/19	SEPHORA (ROSE P)	Kevin R. Allen	1.9	\$ 750.00	\$ 1,425.00	Legal research. Emails with client re status and cocounsel agreement. TC w DV
4/26/19	SEPHORA (ROSE P)	Kevin R. Allen	0.5	\$ 750.00	\$ 375.00	Emails with cocounsel re discovery. Scanned Sephora's objections to Googelo's depo notices.
5/6/19	SEPHORA (ROSE P)	Kevin R. Allen	6.5	\$ 750.00	\$ 4,875.00	Reviewed trial plan and notes from expert W calls. Reviewed discovery drafts that Alex sent over re bonus subclass. Drafted revised RFPs, RFAs, SIs. Emails with cocounsel re the same. Emails with cocounsel re expert witness retention.

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5/13/19	SEPHORA (ROSE P)	Kevin R. Allen	1.2	\$ 750.00	\$ 900.00	Emails with cocounsel, expert witnesses re survey design for damages
5/21/19	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Emails with OPC re discovery conference call. Texts and TC w client re mediation, next steps, timing, etc.
5/22/19	SEPHORA (ROSE P)	Kevin R. Allen	0.6	\$ 750.00	\$ 450.00	Emails with cocounsel Setareh re JCMCS content and discovery plans. Revised CMC sattement accordingly. Sent to Alex again for review. Emails with Alex and Dan Palay.
5/22/19	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	Reviewed CMC statement with cocounsel's content re unpaid bonus class. Added content re nonexempt employee class. Emailed to cocounsel at Setareh
5/23/19	SEPHORA (ROSE P)	Kevin R. Allen	0.6	\$ 750.00	\$ 450.00	Reviewed OPC's content for JCMCS, emails with cocounsel and OPC. Signed JCMCS.
5/28/19	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Scanned Duran discovery, Provencio service copy of discovery, Def's responses to Geegeola discovery. Calendared deadlines.
5/30/19	SEPHORA (ROSE P)	Kevin R. Allen	0.6	\$ 750.00	\$ 450.00	Contacted clerk to set up court call. TC w court call. Emails with OPC and cocounsel re court reporter. Added court call info to calendar.
5/31/19	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Prepare for CMC. Appeared telephonically for CMC. Calendared deadlines. Emails with cocounsel.
6/4/19	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	Tc w OPC and cocounsel re discovery plan. Preparation for call, notes afterwards. TC w Matt N. re the same. Emails with AlexG re the same.
6/5/19	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with cocounsel re discovery plan
6/5/19	SEPHORA (ROSE P)	Kevin R. Allen	3.8	\$ 750.00	\$ 2,850.00	Reviewed draft disco plan AG sent. Revised, added content. Legal research, reviewed trial plans. Emails with cocounsel.
6/7/19	SEPHORA (ROSE P)	Kevin R. Allen	1.6	\$ 750.00	\$ 1,200.00	Reviewed OPC's for discovery plan (and compared to our trial plan back in Nov 2018, class cert order from Jan 2019). Emails with cocounsel.
6/7/19	SEPHORA (ROSE P)	Kevin R. Allen	0.9	\$ 750.00	\$ 675.00	TC w Dan P and Alex G. Revised discovery plan further. Emailed to cocounsel for review.
6/27/19	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with cocounsel and OPC re CMCO. Reviewed CMCO.
8/22/19	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with Shaun Sterahe re discovery and expert witnesses.
9/12/19	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	Reviewed CMCO from June. Reviewed online docket. emails with cocounsel. Reviewed expert retainers. Emails with cocounsel re the same.
9/12/19	SEPHORA (ROSE P)	Kevin R. Allen	8	\$ 750.00	\$ 6,000.00	Reviewed CMCO, JCMCS form June. Emails with cocounsel. Drafted RFP discovery for each of the subclasses. Emails with cocounsel.
9/18/19	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	TC w MN re next steps. Emails with cocounsel and OPC re CMCS. Revised CMCS. Drafted/revised special rogs.
9/19/19	SEPHORA (ROSE P)	Kevin R. Allen	3.5	\$ 750.00	\$ 2,625.00	Finalize written discovery re merits. Prepared service copy. Drafted POS. Printed and prepared for service. Served. Emails with OPC and counsel.



Exhibit 2  
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9/25/19	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Prepared for CMC. Appeared at CMC. Left VM for Thomas Seagal.
9/26/19	SEPHORA (ROSE P)	Kevin R. Allen	2.4	\$ 750.00	\$ 1,800.00	Legal research. Outlining issues for expert. Communications with Dwight Steward's office.
10/7/19	SEPHORA (ROSE P)	Kevin R. Allen	2.3	\$ 750.00	\$ 1,725.00	Prepared for call with OPC re PAGA claims. TC w OPC and cocounsel. Emails with Matt N. TC w Matt N. Email to Shaun and Thomas Setare.
10/16/19	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Paid expert retainer deposits from bank. Emails with experts. Emails with client and cocounsel re expert witness.
10/17/19	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Communications with expert Patterson. Reviewed filings, emails.
10/17/19	SEPHORA (ROSE P)	Kevin R. Allen	0.5	\$ 750.00	\$ 375.00	Emails with expert Paterson re survey. Reviewed docs, notes.
11/7/19	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Emails with cocounsel and OPC re JCMCS. Reviewed, revised.
11/12/19	SEPHORA (ROSE P)	Kevin R. Allen	3.5	\$ 750.00	\$ 2,625.00	Travel to/from CMC, appeared. Emails with cocounsel.
11/13/19	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	communications w expert re survey. Emails with cocounsel re the same.
11/18/19	SEPHORA (ROSE P)	Kevin R. Allen	4.5	\$ 750.00	\$ 3,375.00	Reviewed docs/files produced by OPC last week. Reviewed survey questions from expert, revised. Legal research. Emails with cocounsel.
11/20/19	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Reviewed work product re survey, emails with survey company and cocounsel re the same.
11/20/19	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	Prepared for call with expert. TC w expert.
12/2/19	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	Reviewed depo notices. Emails with cocounsel re depo notices, coverage. Emails with cocounsel and expert re survey.
12/4/19	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Emails w cocounsel re expert study retainer. Emails with cocounsel re CM depositions and coverage issues, scheduling conference call.
12/13/19	SEPHORA (ROSE P)	Kevin R. Allen	2.6	\$ 750.00	\$ 1,950.00	Emails with cocounsel re call and CM depositions. Left voice message for CMs in SF who received subpoenas. Drafted agenda for today's call at 3pm
12/13/19	SEPHORA (ROSE P)	Kevin R. Allen	4	\$ 750.00	\$ 3,000.00	Tc w Jeff Petersen re survey. TC w Thomas S and Matt N re next steps, survey. Vm to Jeff Petersen re the same. Reviewed survey and Sephora discovery responses. Reviewed calendar. Reviewed our judge's bio.
12/17/19	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	Prepared for call with cocounsel re strategy. Held call, took notes. Cleaned up notes and circulated. Printed out Sephora discovery responses for meet and confer letter tomorrow.
12/19/19	SEPHORA (ROSE P)	Kevin R. Allen	5.5	\$ 750.00	\$ 4,125.00	Draft meet and confer re Def's responses to security inspection discovery. Legal research. Reviewed responses, prior letters. Emailed to counsel for review.
12/27/19	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Reviewed emails from experts at EmploYstats re missing data from class list. Emails with OPC re the same. Emails with coonsel and OPC re deposition coverage.

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12/30/19	SEPHORA (ROSE P)	Kevin R. Allen	0.5	\$ 750.00	\$ 375.00	Emails with OPC re missing pay and time records. Emails with expert re the same.
1/6/20	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	Emails with expert re complaints, timing. Communications with cocounsel re the same. Reviewed MCC evidence, notes re desert motion strategy. VM to both CMs who are noticed for deposition tomorrow.
1/7/20	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Prepared for CM depositions. Emails with Orrick attorneys re appearing over the phone.
1/7/20	SEPHORA (ROSE P)	Kevin R. Allen	10	\$ 750.00	\$ 7,500.00	Prepared for depositions today. Appeared, defended depositions. Emails with cocounsel and OPC re other discovery issues.
1/15/20	SEPHORA (ROSE P)	Kevin R. Allen	1.6	\$ 750.00	\$ 1,200.00	Reviewed depositions noticed by Sephora, CMC deadlines, Checked docket. Emails with cocounsel re depositions and class discovery.
1/21/20	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	Emails with OPC and cocounsel re depositions of CMs, CMC scheduling, discovery. Emails with TS and AG re the same.
1/23/20	SEPHORA (ROSE P)	Kevin R. Allen	1.6	\$ 750.00	\$ 1,200.00	Communications with expert JP and cocounsel re survey. Emails with Davis research and cocounsel re final invoice.
1/24/20	SEPHORA (ROSE P)	Kevin R. Allen	4	\$ 750.00	\$ 3,000.00	Prepared for CMC. Travel to/from CMC. Appeared. Email to cocounsel re the same.
1/27/20	SEPHORA (ROSE P)	Kevin R. Allen	1.6	\$ 750.00	\$ 1,200.00	Drafting/revising discovery responses. Emails with OPC and cocounsel re extension. Reviewed CMCO, calendared deadlines.
1/29/20	SEPHORA (ROSE P)	Kevin R. Allen	4	\$ 750.00	\$ 3,000.00	TC w CM Melissa Salizar (mimi). Appeared for her deposition.
1/29/20	SEPHORA (ROSE P)	Kevin R. Allen	3.5	\$ 750.00	\$ 2,625.00	Prepare for deposition, appeared telephonically for Kenia Flores depo. Call with CM before depo. Text messages with CM.
1/30/20	SEPHORA (ROSE P)	Kevin R. Allen	0.5	\$ 750.00	\$ 375.00	Emails and text messages with CMs being deposed today. Prepared for deposition. Emails with cocounsel.
1/30/20	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	Deposition of Vanessa Alvarez. TC and emails/texts with CM. Emails with OPC. Appeared for depo. Notes.
2/7/20	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	DRAFTED MEET AND CONFER LETTER RE PAYROLL CARDS DISCOVERY. Legal research. Emails with cocounsel Matt and Setarhe.
2/10/20	SEPHORA (ROSE P)	Kevin R. Allen	6.5	\$ 750.00	\$ 4,875.00	Drafted/revised responses to rep and SI propounded on security inspection subclasses. Legal research. Reviewed previous discovery responses, MCC briefs. Emails with cocounsel re discovery responses.
2/11/20	SEPHORA (ROSE P)	Kevin R. Allen	5.5	\$ 750.00	\$ 4,125.00	TC w expert. Drafting response to supplemental discovery responses, class discovery. Emails and VM w cocounsel.
2/13/20	SEPHORA (ROSE P)	Kevin R. Allen	1.9	\$ 750.00	\$ 1,425.00	Emails with cocounsel, client re discovery responses. Finalized responses prepared service copy. Emails with counsel. Postage, service.

Exhibit 2  
Allen Attorney Group PC Lodestar Summary

2/27/20	SEPHORA (ROSE P)	Kevin R. Allen	10	\$ 750.00	\$ 7,500.00	Prepared for PMK deposition, outline. Travel. Appeared, took nonappearance. Drafted meet and confer letter re PMK depo, other discovery responses. Emailed to cocounsel.
2/28/20	SEPHORA (ROSE P)	Kevin R. Allen	3	\$ 750.00	\$ 2,250.00	Emails with cocounsel re expert designation. Emails/texts with experts. legal research. Revised meet and confer letter from yesterday; email and texts with counsel re the same.
3/2/20	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	VM to CMs re depositions. TC and texts w Cm set for depo March 10. Emails with OPC. Issued payments to expert Davis.
3/3/20	SEPHORA (ROSE P)	Kevin R. Allen	2.6	\$ 750.00	\$ 1,950.00	Emails/text w CM Tracie H. and OPC re her deposition, prep call, etc. Emails with cocounsel re discovery responses.
3/5/20	SEPHORA (ROSE P)	Kevin R. Allen	1.2	\$ 750.00	\$ 900.00	Emails and TC w cocounsel and OPC re depositions, meet and confer re discovery
3/6/20	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	Draft meet and confer letter section re experts. Legal research. Emails with experts. emails with cocounsel.
3/9/20	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	Reviewed m&c letter draft from TS. Emails with AG. Emails with OPC re meet and confer letter re their discovery responses and PMK deposition.
3/10/20	SEPHORA (ROSE P)	Kevin R. Allen	4	\$ 750.00	\$ 3,000.00	Prepared for deposition of Tracie Horowitz; appeared for depo; notes.
3/10/20	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Emails with ccocounsel and OPC re MSJ/expert related issues, written discovery meet and confer.
3/18/20	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	TC w expert JP. Reviewed. Legal research. Emailed cocounsel. Emails with OPC re expert deposition dates.
4/6/20	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with cocounsel re stip to extend deadlines, expert witness depositions.
5/11/20	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	Prepared for strategy call with cocounsel. Call with cocounsel. Notes. Legal research re MSA and order
5/11/20	SEPHORA (ROSE P)	Kevin R. Allen	0.7	\$ 750.00	\$ 525.00	Reviewed expert report. Emails w expert. Emails with cocounsel.
6/1/20	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	prepare for call with expert. TC w expert and cocounsel.
6/9/20	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Reviewed CMCO deadlines. Drafting discovery letter to court re 2017 time study. Emails with cocounsel re experts.
6/18/20	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Drafted CMC statement and circulated to cocounsel. Emails with OPC re the CMC.
6/18/20	SEPHORA (ROSE P)	Kevin R. Allen	3.5	\$ 750.00	\$ 2,625.00	Drafted IDC letter re PMK deposition. TC w court clerk. Emails with coconsel and OPC re the same.
6/19/20	SEPHORA (ROSE P)	Kevin R. Allen	3.5	\$ 750.00	\$ 2,625.00	Finalized IDC statement and executed JCMCS. Sent to OPC. Reviewed expert report and prepared for Monday's depo. Emails with OPC and cocounsel re attendance list at Monday's deposition.
6/22/20	SEPHORA (ROSE P)	Kevin R. Allen	9	\$ 750.00	\$ 6,750.00	Prepared for expert deposition of Petersen. Defended deposition.

Exhibit 2  
Allen Attorney Group PC Lodestar Summary

6/27/20	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	TC with Steward, TC w MN re expert report and Steward deposition. Emails.
7/6/20	SEPHORA (ROSE P)	Kevin R. Allen	0.7	\$ 750.00	\$ 525.00	TC w Sephora expert. TC w CM.
7/7/20	SEPHORA (ROSE P)	Kevin R. Allen	6.5	\$ 750.00	\$ 4,875.00	Drafting/revising MSJ/MSA. Legal research.
7/8/20	SEPHORA (ROSE P)	Kevin R. Allen	7.5	\$ 750.00	\$ 5,625.00	Prep for expert deposition of Steward. Defended depo. Emails with cocounsel re the same.
7/9/20	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	Emails with cocounsel re MSJ/MSA.
7/17/20	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Emails with cocounsel re PMK deposition. Emails with OPC re the same.
7/17/20	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	TC w Alex S. OPC re briefing schedule and PMK deposition. Emails with cocounsel.
7/23/20	SEPHORA (ROSE P)	Kevin R. Allen	4.5	\$ 750.00	\$ 3,375.00	Emails with OPC re survey data request. Reviewed stip of facts, emails with OPC and cocounsel. TC w cocounsel. Drafted stip re respondents. LEgal research
8/4/20	SEPHORA (ROSE P)	Kevin R. Allen	5.9	\$ 750.00	\$ 4,425.00	Drafting/revising MSJ. TC and emails with cocounsel. Emails with OPC.
8/7/20	SEPHORA (ROSE P)	Kevin R. Allen	9.5	\$ 750.00	\$ 7,125.00	Drafting, revising MSU and SS. Emails and TC w cocounsel. Legal research. Formatted TPA and TOC for MSJ.
8/7/20	SEPHORA (ROSE P)	Kevin R. Allen	4.2	\$ 750.00	\$ 3,150.00	Finished revising and proofreading MSU, exhibits, etc. TC and email and text with cocounsel. Legal research. Created TOC and TOA. Emails w cocounsel.
8/11/20	SEPHORA (ROSE P)	Kevin R. Allen	1.2	\$ 750.00	\$ 900.00	Prepare for conference call re MSC with Wiss. TC w Matt Norton. Emails with cocounsel and OPC.
8/12/20	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	reviewed filings from OPC. Emails with cocounsel
8/13/20	SEPHORA (ROSE P)	Kevin R. Allen	0.5	\$ 750.00	\$ 375.00	Emails with OPC and cocounsel re mediation conference call. Emails with cocounsel re dividing up work on oppositions to Def's motions.
8/21/20	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Prepared for meet and confer call with OPC. TC w Ali H and Thomas S. Emails with AG and cocounsel.
8/24/20	SEPHORA (ROSE P)	Kevin R. Allen	0.5	\$ 750.00	\$ 375.00	Finalized stip to continue trial dates, signed and filed. Emails with OPC re the same.
9/8/20	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Emails with cocounsel. Legal research. Emails with client.
9/9/20	SEPHORA (ROSE P)	Kevin R. Allen	0.6	\$ 750.00	\$ 450.00	Emails with cocounsel re fee split. Emails with mediator re invoicing fees.
10/15/20	SEPHORA (ROSE P)	Kevin R. Allen	1.6	\$ 750.00	\$ 1,200.00	TC and emails with MNorton. Emails w cocounsel. TC w AG. Emails with cocounsel.
10/16/20	SEPHORA (ROSE P)	Kevin R. Allen	0.8	\$ 750.00	\$ 600.00	Reviewed damages expert report. Email with Steward re additional data points we need.
10/21/20	SEPHORA (ROSE P)	Kevin R. Allen	7.5	\$ 750.00	\$ 5,625.00	Drafting mediation brief, legal research.
10/22/20	SEPHORA (ROSE P)	Kevin R. Allen	9	\$ 750.00	\$ 6,750.00	Drafting mediation brief, emails with cocounsel. Legal research.

Exhibit 2  
Allen Attorney Group PC Lodestar Summary

10/30/20	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Combined revisions from AG and MN into brief. Legal research. Emails with TS re his firms revisions/additions
10/30/20	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Cont working on mediation brief and damages summary.
11/2/20	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	Emails with cocounsel. Cont revising mediation brief.
11/3/20	SEPHORA (ROSE P)	Kevin R. Allen	10	\$ 750.00	\$ 7,500.00	Cont drafting mediation brief, reviewing damages. Emails with cocounsel. Paid Rotman his mediation fee.
11/5/20	SEPHORA (ROSE P)	Kevin R. Allen	0.6	\$ 750.00	\$ 450.00	Emails with OPC and cocounsel re mediation and brief.
11/11/20	SEPHORA (ROSE P)	Kevin R. Allen	10	\$ 750.00	\$ 7,500.00	Prepared for mediation, appeared for mediation. TC w client.
11/18/20	SEPHORA (ROSE P)	Kevin R. Allen	0.7	\$ 750.00	\$ 525.00	Emails ad TC w OPC and cocounsel re further settlement negotiations.
12/2/20	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Prepared for call. TC w OPC. Notes.
12/11/20	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Prepared for call with mediator. Emails and TC w Shaun. TC w Rottman and Shaun. TC w Shaun. Emails with mediator. Emails with cocounsel
2/11/21	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails and VM w mediator. Emails with cocounsel
2/18/21	SEPHORA (ROSE P)	Kevin R. Allen	0.8	\$ 750.00	\$ 600.00	TC w mediator. Emails with cocounsel. TC w mediator. Emails with CC
3/30/21	SEPHORA (ROSE P)	Kevin R. Allen	0.4	\$ 750.00	\$ 300.00	TC w Shaun. VM to OPC. Emails with OPC. Emails with Shaun
3/31/21	SEPHORA (ROSE P)	Kevin R. Allen	0.1	\$ 750.00	\$ 75.00	Emails with Edna at AG's office re order on stip to continue trial deadlines. Saved. Updated calendar.
3/31/21	SEPHORA (ROSE P)	Kevin R. Allen	0.8	\$ 750.00	\$ 600.00	TC w Shaun. Conference call with OPC AL re settlement discussions and next steps. texts and emails with Shaun. Status email to remaining cocounsel.
4/22/21	SEPHORA (ROSE P)	Kevin R. Allen	2.1	\$ 750.00	\$ 1,575.00	Prepared for call with OPC. TC w OPC. Email to cocounsel. TC w Alejandro. Emails with cocounsel. Notes.
4/28/21	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	Emails with cocounsel
5/6/21	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	TC w client re Sephora proposed settlement terms. Emails with OPC and cocounsel re settlement negations.
5/7/21	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Review MOU. Emails with OPC and cocounsel re MOU and negotiations.
5/10/21	SEPHORA (ROSE P)	Kevin R. Allen	1.3	\$ 750.00	\$ 975.00	Emails and VM w OPC re stip to vacate deadlines. Circulated stip for signature to cocounsel. Collected signatures, download. Filed through lexis file and serve.
5/10/21	SEPHORA (ROSE P)	Kevin R. Allen	0.2	\$ 750.00	\$ 150.00	Emails re stip to vacate. Downloaded signed Order, emailed to cocounsel. Revised MOU per Alejandro's feedback, emailed revised draft to cocounsel.
6/24/21	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Reviewed and revised draft settlement agreement. Legal research. Emails with cocounsel.

Exhibit 2  
Allen Attorney Group PC Lodestar Summary

7/9/21	SEPHORA (ROSE P)	Kevin R. Allen	2.4	\$ 750.00	\$ 1,800.00	Working on MPA, legal research. Emails with claims admin re bids.
7/13/21	SEPHORA (ROSE P)	Kevin R. Allen	4.5	\$ 750.00	\$ 3,375.00	Cont drafting prelim approval motion. Emails with client. Online research.
7/15/21	SEPHORA (ROSE P)	Kevin R. Allen	3.5	\$ 750.00	\$ 2,625.00	Con drafting MPA, legal research. Emails with cocounsel. Emails with claims admins.
7/16/21	SEPHORA (ROSE P)	Kevin R. Allen	2.3	\$ 750.00	\$ 1,725.00	Revising MPA, PO, exhibits. Emails with OPC and cocounsel.
7/20/21	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	Reviewed AG and MN declaration. Emailed claims admin to get updated bid. Emails with AG and MN. Cont working on motion for prelim approval.
7/20/21	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Reviewed and revise class counsel decl for AG. Emails with AG and Edna
7/21/21	SEPHORA (ROSE P)	Kevin R. Allen	3	\$ 750.00	\$ 2,250.00	Cont revising PA. Emails w cocounsel. Reviewed their decls, provided feedback and proposed revisions. Emails with OPC re settlement, exhibits, PO, MPA, claims admin. Emails with claims admin
7/22/21	SEPHORA (ROSE P)	Kevin R. Allen	6.5	\$ 750.00	\$ 4,875.00	Working on prelim approval motion and KRA decl. Emails with cocounsel. Emails with OPC. Revising/formatting settlement agreement. Revising and formatting exhibits to settlement (i.e. notice package).
7/23/21	SEPHORA (ROSE P)	Kevin R. Allen	2	\$ 750.00	\$ 1,500.00	Cont revising motion, incorporating cocounsel's changes. Emails with Setareh firm re filing. Emails with cocounsel re comments or further changes to motion.
8/26/21	SEPHORA (ROSE P)	Kevin R. Allen	4.5	\$ 750.00	\$ 3,375.00	Reviewed TR. Emails with cocounsel. Started supplemental briefing, drafting. Legal research.
9/13/21	SEPHORA (ROSE P)	Kevin R. Allen	6.5	\$ 750.00	\$ 4,875.00	Cont drafting sup brief. Emails with OPC and Shaun S. TC w Matt Norton re the same.
9/14/21	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	TC w Shaun S. re TR. Cont drafting supplemental papers re prelim approval. Emails with client.
9/16/21	SEPHORA (ROSE P)	Kevin R. Allen	4.5	\$ 750.00	\$ 3,375.00	Cont working on exposure analysis, joint statement docs. Emailed to other class counsel for review/feedback.
9/16/21	SEPHORA (ROSE P)	Kevin R. Allen	3.5	\$ 750.00	\$ 2,625.00	Finished draft of joint statement and KRA Decl. Emailed to cocounsel.
11/2/21	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Emails with Setareh firm and cocounsel re supplemental paperwork.
11/9/21	SEPHORA (ROSE P)	Kevin R. Allen	0.4	\$ 750.00	\$ 300.00	Reviewed revised settlement. Emails with cocounsel and OPC. Emails with expert EmployStats re invoices.
11/11/21	SEPHORA (ROSE P)	Kevin R. Allen	3.5	\$ 750.00	\$ 2,625.00	Reviewed and revised my decl. Emails with client re settlement.
11/12/21	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Further reviewed and revised supplemental KRA decl.
11/15/21	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Reviewed and reviewed supplemental brief and decl further. Emails with Jose and Thomas S.
11/16/21	SEPHORA (ROSE P)	Kevin R. Allen	0.3	\$ 750.00	\$ 225.00	Reviewed what was filed last night by Jose P. Emails with Setareh law group.

Exhibit 2  
Allen Attorney Group PC Lodestar Summary

1/19/22	SEPHORA (ROSE P)	Kevin R. Allen	1	\$ 750.00	\$ 750.00	Reviewed draft notices. Emails with CPT and OPC and cocounsel. Reviewed and compared revised notice, request for exclusion form. Emails with claims admin.
1/26/22	SEPHORA (ROSE P)	Kevin R. Allen	2.5	\$ 750.00	\$ 1,875.00	Drafting motion for fees, legal research. Emails with cocounsel
2/9/22	SEPHORA (ROSE P)	Kevin R. Allen	2.1	\$ 750.00	\$ 1,575.00	Cont drafting motion for fees/costs, legal research
2/12/22	SEPHORA (ROSE P)	Kevin R. Allen	3.4	\$ 750.00	\$ 2,550.00	Cont drafting motion for fees/costs, legal research
2/16/22	SEPHORA (ROSE P)	Kevin R. Allen	1.5	\$ 750.00	\$ 1,125.00	Emails with cocounsel re their declarations and class rep decls. Reviewed. [yesterday and today]
2/17/22	SEPHORA (ROSE P)	Kevin R. Allen	5	\$ 750.00	\$ 3,750.00	Reviewed and commented on cocounsel's declarations and class rep declarations. Drafted Provencio class rep decl. TC w client. Revised. Tc w client. Sent for signature. Saved.
2/18/22	SEPHORA (ROSE P)	Kevin R. Allen	12	\$ 750.00	\$ 9,000.00	Revised motion for fees, legal research. Emails with cocounsel. Finalized motion, TOA, TOC, cites.
<b>TOTALS:</b>			<b>699.8</b>		<b>\$ 524,850.00</b>	

# Exhibit 3



**EXHIBIT 3 - COSTS JOURNAL  
ALLEN ATTORNEY GROUP PC**

<b>Date</b>	<b>Project</b>	<b>Expense Description</b>	<b>Expense Amount</b>
4/20/16	SEPHORA (ROSE P)	ONE LEGAL FILING FEE FOR COMPLAINT, SUMMONS, CCCS wth SC SC. Paid via VZ firm CC	\$ 1,524.95
6/20/16	SEPHORA (ROSE P)	Advanced \$150 jury fees.	\$ 174.00
9/15/16	SEPHORA (ROSE P)	Filing fee for one legal for JCMCS.	\$ 15.11
9/16/16	SEPHORA (ROSE P)	Courtesy copy fee for one legal for JCMCS.	\$ 26.95
1/10/17	SEPHORA (ROSE P)	Filing fee for notice of submission of petition for coordination.	\$ 26.95
1/25/17	SEPHORA (ROSE P)	Filing fee for notice of order assigning coordination judge.	\$ 15.11
2/22/17	SEPHORA (ROSE P)	One legal filing fee for Notice of Coordination Hearing (Santa Clara)	\$ 15.11
8/31/17	SEPHORA (ROSE P)	Court call for 9/5 CMC	\$ 86.00
8/31/17	SEPHORA (ROSE P)	For deposition transcript (Miller Reporters)	\$ 1,129.25
10/5/17	SEPHORA (ROSE P)	Court call for 10/5 CMC in dept 304.	\$ 116.00
3/13/18	SEPHORA (ROSE P)	Uber ride from home to BART.	\$ 13.15
3/13/18	SEPHORA (ROSE P)	PMK Depo (Cab from BART to home)	\$ 16.80
12/19/18	SEPHORA (ROSE P)	Chambers copy of proposed order through one legal.	\$ 95.00
1/2/19	SEPHORA (ROSE P)	Chambers copy of proposed order (with POS signed) through one legal.	\$ 95.00
2/19/19	SEPHORA (ROSE P)	Court call for 2/20 CMC at 2pm.	\$ 124.00
4/15/19	SEPHORA (ROSE P)	Transcript for Feb 20 CMC. Paid to Aptus Reporting	\$ 250.00
6/12/19	SEPHORA (ROSE P)	Driving to/from SF for CMC.	\$ 45.00
6/12/19	SEPHORA (ROSE P)	Parking at Civic Center lot (paid cash).	\$ 12.00
9/26/19	SEPHORA (ROSE P)	Court call for 9/25 CMC.	\$ 94.00

**EXHIBIT 3 - COSTS JOURNAL**  
**ALLEN ATTORNEY GROUP PC**

10/16/19	SEPHORA (ROSE P)	Wired \$3500 retainer deposit for Employstats	\$ 3,500.00
10/16/19	SEPHORA (ROSE P)	Check to Petersen for retainer deposit.	\$ 5,000.00
11/20/19	SEPHORA (ROSE P)	Court reporter for 11/12 CMC. Paid to Barkely Court reporter (check no. 204)	\$ 371.00
12/3/19	SEPHORA (ROSE P)	Court reporter for 9/25/19 CMC. Paid via check 189 Chase 1920	\$ 380.27
12/6/19	SEPHORA (ROSE P)	My 42.5% of DAVIS research retainer deposit.	\$ 15,125.25
2/27/20	SEPHORA (ROSE P)	REGUS: Conference room charge for 2/27 PMK deposition.	\$ 352.00
3/2/20	SEPHORA (ROSE P)	Davis research payment final invoice.	\$ 12,879.63
6/19/20	SEPHORA (ROSE P)	Allman & Petersen Economics Inv 7763	\$ 10,778.00
6/20/20	SEPHORA (ROSE P)	Check 142 (chase 1920) to Davis Research for inv. 190126C	\$ 368.75
6/25/20	SEPHORA (ROSE P)	Court call for CMC June 25	\$ 94.00
6/25/20	SEPHORA (ROSE P)	Paid my share of invoice 3295 to EmployStats for work performed thru March 2020.	\$ 8,211.56
8/10/20	SEPHORA (ROSE P)	Expert witness. Petersen Invoice 7839 for \$1928.44.	\$ 1,928.44
8/10/20	SEPHORA (ROSE P)	Expert witness: EmployStates invoice 3315.	\$ 10,214.38
8/10/20	SEPHORA (ROSE P)	Deposition transcript for Petersen Depo. Paid to Barkley Court Reporters invoice no. C105819	\$ 1,284.25
8/10/20	SEPHORA (ROSE P)	Fee for court reporter to appear and take nonappearance of Sephora's PMK on Feb 27, 2020. Invoice no. F12226	\$ 411.95
11/2/20	SEPHORA (ROSE P)	Mediation feeder Provencio paid to Rottman.	\$ 4,223.00
12/30/20	SEPHORA (ROSE P)	CPT Group post cert mailing (my share of \$14911.45 total invoice).	\$ 4,990.83
2/4/21	SEPHORA (ROSE P)	KRA's share of the EMPLOYSTATS invoice 3377.	\$ 1,955.14
6/1/21	SEPHORA (ROSE P)	Lexis file and serve express Inv 202105111336201	\$ 68.20
7/20/21	SEPHORA (ROSE P)	Paid multiple invoices to lexis file and serve express.	\$ 200.00

**EXHIBIT 3 - COSTS JOURNAL  
ALLEN ATTORNEY GROUP PC**

8/23/21	SEPHORA (ROSE P)	Court call for 8/27 MPA hearing.	\$ 95.00
1/24/22	SEPHORA (ROSE P)	Invoice 3662 from Employstats	\$ 5,424.81
2/15/22	SEPHORA (ROSE P)	File & serve express filing fees. Paid from AAG PC Chase account 0760	\$ 60.90
<b>TOTAL:</b>			<b>\$ 91,791.74</b>