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[COUNSEL LISTED ON FOLLOWING PAGE]

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

COORDINATED PROCEEDINGS SPECIAL
TITLE [RULE 3.550]

SEPHORA WAGE AND HOUR CASES

Included actions:

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

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

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

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

Judicial Counsel Coordinated Proceeding
No. 4911

CLASS ACTION

**CLASS ACTION SETTLEMENT AND
AGREEMENT**

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1
2
3 **CLASS ACTION SETTLEMENT AGREEMENT**

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

11 **I. CONDITIONAL NATURE OF SETTLEMENT**

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

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

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

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

19 **II. PARTIES TO AGREEMENT**

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

26 **III. DEFINITIONS**

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

28 3.1 “Aggrieved Employees” means all non-exempt current and former employees of

1 Sephora who worked at any California retail location in California between March 7, 2015
2 through May 14, 2021.

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

22 3.3 "Attorneys' Fees" means the fees for work performed by Class Counsel and
23 approved for reimbursement by the Court as set forth in Section 8 of this Agreement.

24 3.4 "Claims Administrator" or "Administrator" means CPT Group, Inc. who the
25 Parties have selected to administer this Settlement. The Parties may jointly select a different
26 claims administrator, subject to the approval of the Court.

27 3.5 "Claims Administration Costs" mean the fees and expenses reasonably and
28 necessarily incurred by the Claims Administrator as a result of performing the settlement

1 administration procedures and functions expressly required in this Settlement and shall include all
2 costs of administering the Settlement, including but not limited to: formatting, printing and
3 mailing the Notice Packet, including filling in individuating information about the amount each
4 Settlement Class Member is estimated to receive; performing a National Change of Address
5 database search of Class Member addresses to update prior to the initial mailing of the Notice
6 Packet; skip-tracing of bad addresses upon the return of undelivered Notice Packets; establishing
7 a toll-free phone number and post office box for receipt of Class Member communications;
8 calculating, processing, reviewing, and issuing Settlement Payments to participating Class
9 Members and others as ordered by the Court; reviewing and resolving Class Members' disputed
10 claims regarding payments under this Agreement; calculating tax withholdings and payroll taxes,
11 making related payment to federal and state tax authorities, and issuing tax forms relating to
12 payments made under the Settlement; establishing a QSF or other appropriate vehicle for receipt
13 of the Gross Settlement Amount and disbursement of payments provided by this Agreement and
14 ordered by the Court; preparing any tax returns and any other filings required by any
15 governmental taxing authority or agency; and any other costs and fees incurred and/or charged by
16 the Claims Administrator in connection with the execution of its duties under this Agreement,
17 which shall not exceed Fifty Five Thousand U.S. Dollars and No Cents (\$55,000.00).

18 3.6 "Class," "Class Members," and "Putative Class" means all non-exempt current and
19 former employees of Sephora who worked at any retail location in California between May 23,
20 2013 and May 14, 2021, inclusive. The Class as defined is broad enough to encompass all classes
21 and subclasses that were certified in the Court's January 30, 2019 Order.

22 3.7 "Class Counsel" means:

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24 SHAUN SETAREH (SBN: 204514)
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E-mail: djp@calemploymentcounsel.com

3.8 "Class Period" means the period from May 23, 2013 through May 14, 2021,

1 inclusive.

2 3.9 "Class Representatives" and "Plaintiffs" means Plaintiffs Alyssa Burnthorne-
3 Martinez, Rose Provencio, Lacey Hernandez, Brenda Morales, and Jessica Duran.

4 3.10 "Court" means the Superior Court for the State of California, County of San
5 Francisco.

6 3.11 "Day" means calendar day, unless expressly stated otherwise.

7 3.12 "Defendant" and "Sephora" mean defendant Sephora USA, Inc.

8 3.13 "Defendant's Counsel" means:

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

19 3.14 "Effective Date" means the date on which the Court's Final Approval Order
20 becomes final. For purposes of this paragraph, the Court's Final Approval Order "becomes final"
21 upon the last to occur of the following: (a) the date of final affirmance on appeal of the Judgment;
22 (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any
23 proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date of the time for
24 the filing or noticing of any appeal from the Court's Judgment.

25 3.15 "Employer Payroll Tax Liability" means payroll taxes (FICA, FUTA, Medicare,
26 and California payroll and withholding taxes).

27 3.16 "Final Approval Order" means an Order Granting Final Approval of Settlement of
28 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 Representative, and half of the Employer Payroll Tax Liability. To the extent the Court
20 does not approve the full requested amount of Attorneys' Fees, Litigation Expenses, Claims
21 Administration Costs, or the Service Enhancement Payment, the Net Settlement Amount will
22 increase accordingly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 **IV. PROCEDURAL BACKGROUND**

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

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

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

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

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

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

6 The Parties have engaged in arm's length negotiations, including, but not limited to, a full
7 day mediation session in November 2020 facilitated by David Rotman, who has extensive
8 experience in labor and employment litigation. Although no settlement was reached at the
9 mediation, the Parties continued to have discussions with Mr. Rotman, and then among
10 themselves when Mr. Rotman took ill, ultimately generating a memorandum of understanding of
11 the key terms of the Settlement detailed in this Agreement. The Parties and their counsel are
12 sufficiently familiar with the facts of this case and the applicable laws to make an informed
13 judgment as to the fairness of the Settlement, the respective strengths and weaknesses of the
14 claims of the class Plaintiffs sought to certify, the respective strengths and weaknesses of the
15 claims of the sub-classes the Court certified, and the risks of proceeding in litigation. The Parties
16 are represented by competent counsel and have had the opportunity to consult with counsel prior
17 to the signing this Agreement.

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

19 Sephora specifically and generally denies any and all liability or wrongdoing of any sort
20 with regard to any of the Alleged Claims, and makes no concessions or admissions of liability of
21 any sort. Sephora maintains that for any purpose other than settlement, the Lawsuit is not
22 appropriate for class action treatment pursuant to California Code of Civil Procedure § 382, and
23 that had this matter proceeded, Sephora would continue to oppose class certification pursuant to
24 California Code of Civil Procedure § 382. Nonetheless, Sephora has concluded that further
25 litigation would be protracted, distracting and expensive, and that it is desirable that the Lawsuit
26 be fully and finally settled in the manner and upon the terms and conditions set forth in this
27 Agreement. Sephora has also taken into account the uncertainty and risks inherent in any
28 litigation. Sephora has therefore determined that it is desirable and beneficial to settle the Lawsuit

1 in the manner and upon the terms and conditions set forth in this Agreement.

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

6 **VI. CLAIMS OF THE CLASS REPRESENTATIVES AND BENEFITS OF**
7 **SETTLEMENT**

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

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

22 7.1 The Parties enter into this Agreement and the Settlement on a conditional basis.
23 This Agreement and Settlement will become final and effective only upon the occurrence of all of
24 the following events:

25 7.1.1 The Court enters an order granting preliminary approval of the Settlement;

26 7.1.2 The Court enters a Final Approval Order; and

27 7.1.3 The Effective Date occurs, and any challenge to the Settlement, whether by
28 objection or appeal, is resolved in favor of enforcement of the Settlement.

1 7.2 Unless the Court orders otherwise or agreed in writing by the Parties, this
2 Agreement shall be deemed null and void *ab initio* upon the failure of any of these three
3 conditions to occur.

4 **VIII. SETTLEMENT CONSIDERATION– NO CLAIM FORM REQUIRED;**
5 **DEDUCTIONS FROM THE GROSS SETTLEMENT AMOUNT; CALCULATION**
6 **OF SETTLEMENT PAYMENTS FROM THE NET SETTLEMENT AMOUNT**

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

10 8.1 **Payment of the Gross Settlement Amount:** Sephora will pay the
11 Gross Settlement Amount in full and final settlement of the Lawsuit. The Gross Settlement
12 Amount will constitute adequate consideration for this Settlement. Since any uncashed settlement
13 check funds will be distributed pursuant to the *cy pres* doctrine, this Agreement and the
14 associated Judgment do not and will not create any unpaid residue or unpaid residual, and no
15 distribution of such shall be required.

16 8.2 **Attorneys' Fees and Litigation Expenses:** Class Counsel will submit an
17 application for: (a) an award of Attorneys' Fees of no more than 33 1/3% or one third of the Gross
18 Settlement Amount, or Four Million, Two Hundred and Fifty Thousand U.S. Dollars (\$4,250,000);
19 and (b) an award of Class Counsel's actual Litigation Expenses (as documented on an itemized cost
20 sheet with appropriate support), both of which would be paid out of the Gross Settlement Amount.
21 The amounts set forth in this section will constitute complete consideration for all work performed
22 and expenses incurred to date and for all worked to be performed and expenses to be incurred
23 through the completion of the Lawsuit, its settlement, and the effort to secure final Judgment by
24 Class Counsel. Sephora will not oppose a motion for approval of Class Counsel's Attorneys' Fees
25 and Litigation Expenses consistent with this Agreement. The Attorneys' Fees shall be allocated
26 between the firms that serve as Class Counsel as set forth in their fee-sharing agreements which
27 will be submitted to the Court as part of filing the motion for preliminary approval.

28 8.2.1 In the event that the Court (or any appellate court) awards less than the
amount requested for Attorneys' Fees or Litigation Expenses, only the awarded amounts shall be

1 paid and shall constitute satisfaction of those obligations and full payment thereunder, and any
2 remaining or unawarded portion of the requested Attorneys' Fees or Litigation Expenses shall be
3 made a part of the Net Settlement Amount for distribution to Settlement Class Members. To the
4 extent the Court does not approve any or all of the amount of Attorneys' Fees or Litigation
5 Expenses, the Settlement shall remain binding except as otherwise provided, and this will not be a
6 justification for Plaintiffs to withdraw from the Settlement.

7 8.2.2 Plaintiffs' Counsel agrees to be solely responsible for any claims, liens or
8 other demands from persons or entities who previously represented Plaintiffs and may seek to be
9 compensated out of the Gross Settlement Amount for attorneys' fees and/or legal costs arising
10 from prosecution of the Action against Sephora. If it is ever claimed or determined that some
11 portion of the Gross Settlement Amount should have been paid as Plaintiffs' attorneys' fees
12 and/or costs to some person or entity other than Class Counsel, Class Counsel warrants and
13 agrees to pay and/or indemnify said amount, defend any claim for this amount, and hold Sephora
14 harmless from such liens or claims.

15 8.3 **Claims Administration Costs:** From the Gross Settlement Amount, Claims
16 Administration Costs shall be paid in an amount not to exceed Fifty-Five Thousand U.S. Dollars
17 and No Cents (\$55,000.00), subject to approval from the Court.

18 8.4 **Payment of the PAGA Penalties:** From the Gross Settlement Amount, Sephora
19 will pay Five Hundred Thousand Dollars (\$500,000.00) for settlement of any and all Alleged
20 Claims for which penalties under PAGA, Labor Code section 2698 *et seq.*, may be sought or are
21 otherwise available, as the PAGA Penalty Payment. Pursuant to the express requirements of
22 Labor Code section 2699(i), the PAGA Penalty Payment shall be allocated as follows: \$375,000
23 (75%) to the LWDA for the enforcement of labor laws and education of employers, and \$125,000
24 (25%) to the Settlement Class Members who are also Aggrieved Employees as a part of the Net
25 Settlement Amount. The PAGA Penalty Payments to Settlement Class Members are not wages.

26 8.5 **Service Enhancement Payment to the Class Representative:** From the Gross
27 Settlement Amount, Plaintiffs intend to request approval for, subject to Court approval, a Service
28 Enhancement Payment of up to Twenty Thousand Dollars (\$20,000.00) each for Class

1 Representative: Plaintiffs Alyssa Burnthorne-Martinez, Rose Provencio, Lacey Hernandez,
2 Brenda Morales, and Jessica Duran. Defendant shall not oppose their application for awards in
3 this amount. The amount paid to the Class Representatives is in consideration for their efforts in
4 connection with this Lawsuit, as well as their execution of an individual general release of all
5 claims they may possess against Sephora, as set forth in Section 11 of this Agreement. The Class
6 Representatives shall be issued an Internal Revenue Service Form 1099 for any Service
7 Enhancement Payment. The Class Representatives hereby acknowledge that they have obtained
8 no tax advice from Sephora and that neither Sephora nor its attorneys have made any
9 representation concerning the tax consequences, if any, of the Service Enhancement Payment.
10 The Class Representatives agree that they are solely responsible for the tax consequences of the
11 Service Enhancement Payment.

12 8.5.1 In the event that the Court (or any appellate court) awards less than the
13 amount requested for the Service Enhancement Payment, only the awarded amount shall be paid
14 and shall constitute satisfaction of those obligations and full payment thereunder, and any
15 remaining or unawarded portion of the requested Service Enhancement Payment shall be made a
16 part of the Net Settlement Amount for distribution to Settlement Class Members. To the extent the
17 Court does not approve any or all of the amount of the Service Enhancement Payment, the
18 Settlement shall remain binding except as otherwise provided, and this will not be a justification
19 for Plaintiffs to withdraw from the Settlement.

20 8.5.2 The Service Enhancement Payment, if approved by the Court, is in addition
21 to Plaintiffs' Settlement Payment as described in Section 8.7 below.

22 8.6 **Employer Payroll Tax Liability:** Fifty percent (50%) of the amount of Employer
23 Payroll Tax Liability on the portions of all Settlement Payments on account of wages in the form
24 of back pay (as described in Section 8.8 of this Agreement) shall be paid out of the Gross
25 Settlement Amount, and the remaining Fifty percent (50%) shall be paid by Sephora outside of
26 the settlement.

27 8.7 **Payment to Settlement Class Members:** The Net Settlement Amount (as defined
28 in Section 3.23, after payment of all enumerated amounts from the Gross Settlement Amount)

1 shall be used to make the Settlement Payments described below.

2 8.7.1 Each Settlement Payment (not including the additional payment to
3 Aggrieved Employees) shall be calculated by dividing the Net Settlement Amount (less the
4 PAGA allocation) by the total number of Work Weeks worked by Settlement Class Members
5 then multiplying that amount by the number of Work Weeks the individual Settlement Class
6 Member worked as non-exempt hourly employee working in a Sephora retail store in California
7 during the Class Period. Each additional payment to Aggrieved Employees will be calculated by
8 dividing the portion of the PAGA allocation to be paid to Aggrieved Employees by the total
9 number of Work Weeks worked by Aggrieved Employees then multiplying that amount by the
10 number of Work Weeks the Aggrieved Employee worked as non-exempt hourly employee
11 working in a Sephora retail store in California from March 7, 2015 through May 14, 2021.

12 8.8 **Taxes:** For the purpose of calculating applicable taxes for the Settlement
13 Payments to Settlement Class Members (including any payments to the Class Representatives
14 exclusive of any Service Enhancement Payment), the Parties agree that one-third (1/3) of each
15 Settlement Payment constitutes wages in the form of back pay (and each Settlement Class Member
16 will be issued an Internal Revenue Service Form W-2 for such payment to him or her), and two-
17 thirds (2/3) of each Settlement Payment constitutes interest, penalties, liquidated damages and
18 other non-wage payments (and each Settlement Class Member will be issued an Internal Revenue
19 Service Form 1099 for such payment to him or her). Sephora shall not be responsible for payroll
20 tax payments on any portion of the Gross Settlement Amount that is attributable to Attorneys'
21 Fees, Litigation Expenses, PAGA Penalty Payments, penalties, or interest. The Parties further
22 understand that the Class Representatives and any Class Member who receives any Settlement
23 Payment pursuant to this Agreement shall be solely responsible for any and all tax obligations
24 associated with such receipt.

25 8.9 Sephora will not use the Settlement Payments to calculate any additional benefits
26 including without limitation vacation, holiday pay, pension, or 401(k) plan contributions. Sephora
27 contends that the Settlement Payments do not represent any modification of previously credited
28 hours of service or other eligibility criteria under any employee pension or employee welfare

1 benefit plan sponsored by Sephora. Nor does Sephora consider the Settlement Payments
2 “compensation” for purposes of determining eligibility for, or benefit accrual within, an employee
3 pension benefit plan, an employee welfare benefit plan, or other plan sponsored by Sephora or its
4 predecessors, subsidiaries, or successors.

5 **IX. NOTICE PROCEDURE**

6 9.1 **Selection and Compensation of Claims Administrator:** The Parties agree to
7 jointly utilize a third-party Claims Administrator to give notice of and communicate with Class
8 Members regarding the Settlement. The Parties have initially selected CPT Group, Inc. to
9 administer the Settlement, but may jointly select a different claims administrator subject to the
10 approval of the Court. If the actual cost of claims administration is less than the amount approved
11 by the Court, the remaining amount shall be added to the Net Settlement Amount and distributed
12 as set forth in Section 8.7 of this Agreement. All costs associated with claims administration as
13 approved by the Court shall come out of the Gross Settlement Amount. The Claims
14 Administrator’s actions shall be governed by the terms of this Agreement.

15 9.2 **Establishment and Funding of the QSF:** The Parties agree that the QSF is
16 intended to be a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and
17 Treasury Regulation § 1.468B-1 (26 C.F.R. § 1.468B-1 *et seq.*), and will be administered by the
18 Claims Administrator as such. With respect to the QSF, the Claims Administrator shall: 1) open and
19 administer a settlement account in such a manner as to qualify and maintain the qualification of the
20 QSF as a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and
21 Treasury Regulation § 1.468B-1; (2) calculate, withhold, remit and report each Settlement Class
22 Member’s share of applicable payroll taxes (including, without limitation, federal, state and local
23 income tax withholding, FICA, Medicare and any state or local employment taxes) and indemnify
24 Sephora for any penalty arising out of any error or incorrect calculation and/or interest (if
25 applicable) with respect to any late deposit of the same; (3) satisfy all federal, state and local
26 income and other tax reporting, return, and filing requirements with respect to the QSF; and (4)
27 satisfy out of the QSF all fees, expenses and costs incurred in connection with the opening and
28 administration of the QSF and the performance of its duties and functions as described in this

1 Agreement. The aforementioned taxes, fees, expenses, and costs shall be treated as and included in
2 the costs of administering the QSF and as Claims Administration Costs. The Parties and the
3 Claims Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund
4 on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election
5 statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-
6 1(j)(2)(ii). The Parties agree to cooperate with the Claims Administrator and one another to the
7 extent reasonably necessary to carry out the provisions of this section of the Agreement.

8 **9.3 Claims Administration:** Sephora will provide for each Class Member the
9 following information drawn from records of Sephora: 1) name; 2) Social Security number; 3)
10 last known residential address; 4) last known telephone numbers; and 5) number of Work Weeks
11 for which the Class Member would be entitled to recover as set forth in Section 8.7 (“Class
12 Data”) to the Claims Administrator. Sephora will provide the Class Data to the Claims
13 Administrator no later than twenty-one (21) days (or, if that date falls on a weekend or holiday,
14 the next business day thereafter) after the date the Court enters an order granting preliminary
15 approval of the Settlement. Class Data shall be used by the Claims Administrator solely for the
16 purpose of notifying the Class Members of the Settlement. The Claims Administrator shall run
17 the Class Data list through the National Change of Address database and will use the most recent
18 address for each Class Member when mailing the Class Notice. Class Data shall be provided in a
19 format to be mutually agreed upon by the Claims Administrator and Sephora.

20 **9.4 Notice to Class Members:** As soon as practicable after receiving the Class Data,
21 but no later than ten (10) business days after its receipt, the Claims Administrator shall send the
22 Notice Packet to the Class Members via United States First Class Mail. The envelope containing the
23 Notice Packet shall include language beneath the Administrator’s address which reads as follows:
24 *Important Legal Document - You May Get Money From A Class Action Settlement; Your Prompt*
25 *Reply To Correct A Bad Address Is Required.* The Notice shall specify the Court-approved Notice
26 Response Deadline by which Class Members must submit any dispute regarding the payment
27 amount, Requests for Exclusion, objections to the Settlement, or Change of Address requests. The
28 costs of mailing this Notice Packet will be considered part of the Claims Administration Costs to be

1 paid from the Gross Settlement Amount. Except as specifically set forth in Subsections 9.4.1
2 through 9.4.3 below, the Notice Packet shall be deemed received by the Class Member to whom it
3 was sent.

4 9.4.1 In the event that subsequent to the first mailing of a Notice Packet and prior
5 to the Notice Response Deadline, that Notice Packet is returned to the Claims Administrator by the
6 United States Postal Service with a forwarding address for the recipient, the Claims Administrator
7 shall re-mail the Notice Packet to that address within five (5) business days, the Notice Packet will
8 be deemed mailed as of the date of re-mailing, the forwarding address shall be deemed the
9 Updated Address for that Class Member, and any responses from the Class Member (*i.e.*, a dispute
10 regarding calculation of Work Weeks, a Request for Exclusion, or an objection) are due to the
11 Claims Administrator by the Notice Response Deadline or within twenty-one (21) days from the
12 date of re-mailing, whichever is later.

13 9.4.2 In the event that subsequent to the first mailing of a Notice Packet, the
14 Notice Packet is returned to the Claims Administrator by the United States Postal Service because
15 the address of the recipient is no longer valid but no forwarding address is provided, the Claims
16 Administrator shall perform Reasonable Address Verification Measures in an effort to ascertain
17 the current address of the particular Class Member in question. If such an address is ascertained,
18 the Claims Administrator shall re-mail the Notice Packet within five (5) business days of
19 receiving such information, the Notice Packet will be deemed mailed as of that date of re-mailing,
20 the newly obtained address shall be deemed the Updated Address for that Class Member, and any
21 responses from the Class Member (*i.e.*, a dispute regarding calculation of Work Weeks, a Request
22 for Exclusion, or an objection) are due to the Claims Administrator by the Notice Response
23 Deadline or within twenty-one (21) days from the date of re-mailing, whichever is later.

24 9.4.3 In the event that subsequent to the first mailing of a Notice Packet, the
25 Notice Packet is returned to the Claims Administrator by the United States Postal Service but no
26 Updated Address is obtained for that Class Member using either method specified above, the
27 Notice Packet shall be re-mailed to the Last Known Address within five (5) business days of
28 receiving such information, the Notice Packet will be deemed mailed as of that date of re-mailing,

1 and the Class Member shall have until the Notice Response Deadline or within twenty-one (21)
2 days from the date of re-mailing to submit a response, whichever is later. In either event, the
3 Notice Packet shall be deemed received when it is mailed for the second time under this
4 paragraph.

5 9.4.4 In the event that any Notice Packet is returned to the Claims Administrator
6 as undeliverable is associated with a Class Member who is currently employed by Sephora,
7 counsel for Sephora will make immediate efforts to obtain a current mailing address and provide
8 such updated address to the Claims Administrator for remailing of the Notice Packet.

9 9.5 **Disputes Regarding Work Weeks:** In calculating each individual Class
10 Member's share of the settlement, Sephora's reasonably available records regarding the Work
11 Weeks of Class Members shall be presumed to be correct. Class Members will be provided with
12 the individualized information upon which their respective shares of the Net Settlement Amount
13 will be based; such information will be included on the last page of the Notice. Class Members
14 who dispute Sephora's records must submit a challenge in writing to the Claims Administrator
15 and will bear the burden of proof, *i.e.*, a Class Member who fails to provide written
16 documentation supporting a different the number of Work Weeks than that specified in his or her
17 Notice will have his or her dispute denied. All such disputes must be submitted to the Claims
18 Administrator by the Notice Response Deadline (as evidenced by the date of the postmark of the
19 submission). Sephora will investigate the dispute and determine whether any correction to the
20 number of Work Weeks for the Class Member raising the dispute should be made. In no case will
21 a dispute regarding the number of Work Weeks result in a payment by Sephora in excess of the
22 Gross Settlement Amount.

23 9.6 **Requests for Exclusion:** Class Members who wish to be excluded from the
24 Settlement must submit a written Request for Exclusion by the Notice Response Deadline (as
25 evidenced by the date of the postmark of the submission). The Request for Exclusion must be
26 submitted on the form attached as **Exhibit B** hereto and signed by the Class Member. Requests for
27 Exclusion must be made individually and cannot be made on behalf of a group or other Class
28 Members. If a Class Member submits a Request for Exclusion that fails to include all required

1 information or that cannot be verified by the Claims Administrator as being an authentic
2 submission by the Class Member, it will be considered invalid and the Claims Administrator shall
3 mail notification of the deficiency to the Class Member within five (5) business days of receipt.
4 The Class Member shall have until the Notice Response Deadline or twenty-one (21) days from
5 the date of the mailing of notification of the deficiency (whichever is later), to cure any
6 deficiencies, at which point his or her Request for Exclusion will be rejected if not received and
7 that Class Member will be mailed his or her share of the Net Settlement Amount (according to the
8 formulas set forth in this Agreement). In the event that five percent (5%) or more of all Class
9 Members timely request exclusion from the Class by submitting Requests for Exclusion or
10 comparable documentation, Sephora shall have the absolute right in its sole discretion to revoke,
11 terminate, and withdraw from this Agreement in its entirety.

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

15 9.7 **No Request for Exclusion by Class Representative:** The Class Representatives
16 shall not request exclusion from the Settlement. The Class Representatives agree that by signing
17 this Agreement they are accepting the terms of this Settlement.

18 9.8 **Objections to Settlement:** Class Members who do not request exclusion from the
19 Class may object to the Agreement by submitting copies of their written objections to the Claims
20 Administrator (as evidenced by the date of the postmark of the submission) and filing written
21 objections with the Court by the Notice Response Deadline. This Notice Response Deadline
22 applies to any objections notwithstanding any argument regarding alleged non-receipt of the
23 Notice Packet. Written objections must be signed by the Class Member and must: (1) state the
24 objecting Class Member's name, address, telephone number and the last four digits of his/her
25 Social Security number, (2) state the case name and number as follows: *Sephora Wage and Hour*
26 *Cases*, Judicial Council Coordinated Proceeding No. 4911, (3) state concisely each objection to
27 the Settlement, (4) explain the basis for each such objection, and (5) be dated. If the Class
28 Member intends to use any document(s) to support his or her objection, a copy of the document(s)

1 must be included with the written objection at the time of submission. The filing and service of
2 an objection to this Settlement does not affect the Class Members' right to obtain the benefits of
3 this Settlement. The Claims Administrator shall forward a copy of any written objections and/or
4 supporting documentation that it receives to both Class Counsel and Counsel for Sephora within
5 two (2) business days of receipt.

6 9.9 Anyone wishing to appear at the final approval hearing to object to the Settlement
7 shall expressly indicate this in his or her written objections as set forth above. Class Members, or
8 their attorneys, intending to make an appearance at the final approval hearing must deliver to the
9 Claims Administrator and file with the Court, no later than the Notice Response Deadline, a Notice
10 of Intention to Appear. The Claims Administrator shall forward a copy of any Notice of Intention
11 to Appear received to both Class Counsel and Counsel for Sephora within two (2) business days of
12 receipt.

13 9.10 Any Class Member who fails to file and serve timely written objections in the
14 manner set forth herein shall be deemed to have waived any objections, and shall be foreclosed
15 both from making any objection to the Settlement and from filing any appeal from any Final
16 Approval Order issued by the Court. Class Members who timely and validly request exclusion
17 from the Settlement shall have no right to object and shall be foreclosed from making any
18 objection to the Settlement.

19 **X. PAYMENT OF CLAIMS**

20 10.1 **Eligibility for Settlement Payments:** Settlement Class Members need not file a
21 claim form to receive a Settlement Payment. As a condition of receiving any Settlement Payment
22 under this Agreement, Class Members must not request exclusion from the Class. Each Settlement
23 Class Member shall be entitled to a payment equal to the sum of their individually determined
24 Settlement Payment, less the required taxes and withholdings. Class Members who have filed
25 untimely or invalid Requests for Exclusion will still be considered part of the Settlement Class,
26 will still be bound by the Settlement and the Released Claims, and will be entitled to receive
27 Settlement Payments.

28 10.2 **Distribution of Settlement Payments.** After the Court grants final approval of

1 the Settlement, and the Effective Date has passed, the Claims Administrator shall prepare a final
2 list of all Settlement Class Members. For each Settlement Class Member on this list, the Claims
3 Administrator will calculate the amounts due to each Settlement Class Member using the
4 methodology set forth in Section 8.7 of this Agreement (excluding any individuals who
5 effectively and timely requested exclusion from the Settlement) and provide that calculation to
6 Class Counsel and Defendant's Counsel within five (5) days after the Effective Date.

7 10.3 No later than ten (10) business days after the Effective Date has passed, Sephora
8 shall pay to the Claims Administrator the Gross Settlement Amount of \$12,750,000.00. Sephora
9 will wire the funds requested by the Claims Administrator into the QSF set up and controlled by
10 the Claims Administrator.

11 10.4 The Settlement Payments to the Settlement Class and the PAGA Penalty Payment
12 to the LWDA will be paid by the Claims Administrator no later than twenty-five (25) business
13 days after the Effective Date. Each Settlement Payment check will carry a legend stating that by
14 negotiating the check, the Settlement Class Member is (1) consenting to participate in the Lawsuit
15 and the Settlement reached therein, and (2) releasing all wage and hour claims as set forth in the
16 Notice of Pendency of Class Action Settlement.

17 10.5 Class Counsel's Attorneys' Fees and Litigation Expenses and the Service
18 Enhancement Payment to the Class Representatives will be paid by the Claims Administrator no
19 later than twenty-five (25) business days after the Effective Date. Payments made shall constitute
20 full satisfaction of any claim for fees or costs. Class Representatives and Class Counsel, on behalf
21 of themselves and all Settlement Class Members, agree that they shall not seek nor be entitled to
22 any additional attorneys' fees or costs for the Released Claims. Class Counsel shall provide the
23 Claims Administrator with the pertinent taxpayer identification numbers and instructions on the
24 total amount of the payment for wiring and reporting purposes within five (5) days after the
25 Effective Date has passed (or, if that date falls on a weekend or holiday, the next business day
26 thereafter). Other than any reporting of this fee payment as required by this Agreement or law,
27 which Sephora shall make, Class Counsel shall be responsible for the reporting and payment of
28 any federal, state, and/or local income or other form of tax on any payment that they receive

1 pursuant to this Agreement.

2 10.6 Not later than seventy-five (75) calendar days following the Effective Date (or, if
3 that date falls on a weekend or holiday, the next business day thereafter), the Claims Administrator
4 shall provide Class Counsel and Defendant's Counsel with a declaration under oath to verify the
5 mailing of Settlement Payment checks and the other distributions from the Gross Settlement
6 Amount. Any checks issued to Settlement Class Members shall remain negotiable for a period of
7 one hundred eighty (180) calendar days from the date of mailing of the Settlement Payment
8 checks. Settlement Class Members who fail to negotiate their Settlement Payment check(s) in a
9 timely fashion shall remain subject to the terms of the Settlement, the Released Claims, and the
10 Final Approval Order from the Court. The funds associated with any Settlement Payment checks
11 which are not timely negotiated will be paid to Legal Aid at Work pursuant to the *cy pres* doctrine
12 within two hundred (200) calendar days from the date of mailing the Settlement Payment checks.
13 No later than two hundred ten (210) calendar days from the date of mailing of the Settlement
14 Payment checks (or, if that date falls on a weekend or holiday, the next business day thereafter),
15 the Claims Administrator shall provide Class Counsel and Defendant's Counsel with a declaration
16 as to the total amount of any uncashed settlement checks and the *cy pres* payment.

17 10.7 Sephora understands its legal obligation not to retaliate against the Class
18 Representatives or Class Members for their participation and/or election to participate in the
19 benefits to be afforded any of them by the Settlement Payments and/or the Lawsuit.

20 **XI. RELEASED CLAIMS**

21 11.1 **Settlement Class Member Released Claims.** Upon the Effective Date, each of
22 the Settlement Class Members, on behalf of themselves and each of their heirs, representatives,
23 successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment
24 shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties
25 from the following claims, which pursuant to the Agreement are being released through and
26 including the dates of the Class Period: all wage and hour class claims which were or could have
27 been brought based on the factual allegations contained in the Complaint(s) filed in the Lawsuit,
28 including but not limited to the Alleged Claims. For the avoidance of doubt, these released

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

21 11.1.1 All Class Members shall be bound by this release unless they formally
22 request exclusion from this Settlement by submitting a valid and timely Request for Exclusion or
23 comparable documentation. However, Class Members that do not negotiate their Settlement
24 Payment checks do not release any claims under the federal Fair Labor Standards Act ("FLSA"),
25 29 U.S.C. §§ 216 *et seq.*

26 11.1.2 Consistent with the foregoing, Settlement Class Members may not sue or
27 otherwise make a claim against any of the Released Parties that is in any way related to, arises out
28 of, or is connected with any of the Released Claims set forth in this section.

1 11.2 **Class Representatives Released Claims**: Upon the Effective Date, Class
2 Representatives, on behalf of themselves and each of their respective heirs, representatives,
3 successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment shall
4 have, fully, finally, and forever released, relinquished, and discharged the Released Parties from all
5 claims or causes of action of any type whatsoever, whether known or unknown, arising out of or
6 related to the Lawsuit or Class Representative’s employment with Sephora, including but not
7 limited to any and all claims for wrongful discharge of employment; termination in violation of
8 public policy; discrimination; harassment; retaliation; failure to provide reasonable accommodation;
9 failure to engage in a good faith interactive process; breach of contract, both express and implied;
10 breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel;
11 negligent or intentional infliction of emotional distress; fraud; negligent or intentional
12 misrepresentation; negligent or intentional interference with contract or prospective economic
13 advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault;
14 battery; invasion of privacy; false imprisonment; conversion; and disability benefits; any and all
15 claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII
16 of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the
17 Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act
18 (“FLSA”), 29 U.S.C. §§ 216 *et seq.*, except as prohibited by law; the Fair Credit Reporting Act; the
19 Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining
20 Notification Act; the Family and Medical Leave Act, except as prohibited by law; the Sarbanes-
21 Oxley Act of 2002; the California Family Rights Act; the California Labor Code; the California
22 Industrial Welfare Commission Wage Orders; the California Business & Professions Code; and
23 the California Fair Employment and Housing Act; any and all claims for violation of the federal,
24 or any state, constitution; any and all claims arising out of any other laws and regulations relating
25 to employment or employment discrimination, harassment or retaliation; any and all claims for
26 monetary recovery and personal or individual relief, except as prohibited by law; and any
27 premiums, penalties, interest, punitive damages, costs, attorneys’ fees, injunctive relief,
28 declaratory relief, or accounting based on the claims (the “Class Representatives Released

1 Claims”). Notwithstanding the foregoing, the Class Representatives Released Claims do not
2 include (i) any claim or right for workers’ compensation benefits; (ii) any claim or right that may
3 arise after their execution of this Agreement; (iii) any claim or right regarding compliance with
4 this Agreement; (iv) any claim or right for disability benefits; (v) any claim or right that is not
5 waivable as a matter of law; or (vi) any claim or right regarding any retirement or pension
6 benefits.

7 11.2.1 With regard to the Class Representatives Released Claims, the Class
8 Representatives expressly waive all rights under California Civil Code section 1542, which states:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
10 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
11 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
12 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
13 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
14 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
15 OR RELEASED PARTY.

16 11.2.2 The Class Representatives may hereafter discover facts in addition to or
17 different from those which he now knows or believes to be true with respect to the subject matter of
18 the Class Representatives Released Claims, but they shall be deemed to have, and by operation of
19 the Judgment shall have, fully, finally, and forever settled and released any and all Class
20 Representatives Released Claims, known or unknown, suspected or unsuspected, contingent or non-
21 contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon
22 any theory of law or equity now existing or coming into existence in the future, including, but not
23 limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty,
24 law or rule, without regard to the subsequent discovery or existence of such different or additional
25 facts.

26 **XII. MOTIONS FOR COURT APPROVAL**

27 12.1 **Motion for Preliminary Approval:** Class Counsel shall prepare a motion for
28 preliminary approval of the Settlement. Class Counsel shall provide to Defendant for review and
comment the draft motion for preliminary approval at least five (5) business days before the filing
of the motion. Class Counsel shall file with the Court: (i) this Agreement and its Exhibits, (ii) a

1 noticed motion seeking the Court’s preliminary approval of this Settlement, (iii) a proposed order
2 granting such preliminary approval and setting hearing for final approval, and (iv) any other
3 document consistent with the Settlement and reasonably necessary to obtain the Court’s preliminary
4 approval of the Settlement. The hearing on the motion for preliminary approval will be set for the
5 first available date on the Court’s calendar that is a sufficient number of days after filing to satisfy
6 statutory notice requirements.

7 12.2 **Motion for Final Approval:** The Parties shall request that the motion for final
8 approval be set for hearing a reasonable period of time after the Notice Response Deadline, as the
9 Court’s calendar will allow. Class Counsel shall prepare the motion for final approval of the
10 Settlement according to the timeline the Court directs, and shall provide to Defendant for review
11 and comment a draft motion for final approval at least five (5) business days before the filing of
12 the motion. Sufficiently in advance of the final approval hearing to meet the statutory notice
13 requirements, Plaintiffs shall file with the Court: (i) a noticed motion for final approval which shall
14 include Class Counsel’s motion for Attorneys’ Fees, Litigation Expenses, and Service
15 Enhancement Payments, (ii) a proposed order granting final approval and entering Judgment
16 thereon, and (iii) any other documents consistent with the Settlement and reasonably necessary to
17 obtain the Court’s final approval of the Settlement and entry of Judgment. The Parties will ask the
18 Court to maintain jurisdiction of this matter for the purpose of monitoring compliance with and
19 performance under this Agreement and any and all orders and judgments, including the Judgment,
20 entered by the Court.

21 **XIII. RIGHT TO REVOKE**

22 13.1 Defendant’s **Right to Revoke:** Sephora has the right in its sole and exclusive
23 discretion to terminate this Agreement and withdraw from the Settlement at any time prior to date
24 the Court enters the Final Approval Order on this Settlement if: (a) the Settlement is construed in
25 such a fashion that Sephora is required to pay more than the Gross Settlement Amount, including
26 but not limited to construal to require Sephora to pay more than half of the amount of the
27 Employer Payroll Tax Liability in addition to the Gross Settlement Amount; or (b) any court,
28 following the signing of this Agreement but before the Court enters the Final Approval Order,

1 certifies, whether on a conditional basis or not, a class, collective, or representative action
2 involving a claim described in the Lawsuit by potential class members covered by this Settlement;
3 or (c) the Court does not grant preliminary approval of the Settlement; or (d) 5% or more of all
4 Class Members timely and validly request exclusion from the Settlement. In the event that
5 Sephora exercises its right to revoke, Sephora shall be responsible for all settlement administration
6 costs incurred.

7 13.2 **Plaintiffs' Right to Revoke:** During negotiations Defendant estimated that the
8 settlement class consisted of approximately 13,775 employees who worked approximately 962,892
9 Workweeks. If the actual number of Workweeks exceeds this estimate by five percent (5%) or
10 more then Plaintiffs shall have the option of voiding the settlement. In the event that Plaintiffs
11 exercise their right to revoke due to Sephora's underreporting of Workweeks, Sephora shall be
12 responsible for all settlement administration costs incurred.

13 13.3 **Termination of Settlement Agreement:** If the conditions of the Settlement set
14 forth in this Agreement are not satisfied, or if Sephora or Plaintiffs terminate and withdraws from
15 the Agreement pursuant to Sections 13.1 or 13.2 above, or if the Court does not enter the Final
16 Approval Order as provided for in this Agreement, or if appellate review is sought and on such
17 review the Court's Final Approval Order is materially modified or reversed, or if one or more of the
18 terms of the Settlement is not approved or the Settlement with respect to one or more such terms is
19 materially modified or reversed, then this Settlement shall be canceled, terminated, and shall have
20 no force or effect , and any class certified for settlement purposes will be vacated. In such an
21 event, neither the Agreement, nor the settlement documents, nor the negotiations leading to the
22 Settlement may be used as evidence for any purpose, and Sephora shall retain the right to
23 challenge all claims and allegations in the Lawsuit, to assert all applicable defenses, and to dispute
24 the propriety of class certification on all applicable grounds. If the Effective Date does not occur
25 (due to failure of the Court to grant final approval or otherwise), or if this Settlement is terminated,
26 revoked, or canceled pursuant to its terms, the Parties to this Settlement shall be deemed to have
27 reverted to their respective status as of the date immediately prior to the execution of this
28 Settlement.

1 **XIV. COOPERATION**

2 14.1 The Parties shall cooperate fully with one another in seeking approval of the Court
3 of this Agreement and to use their respective best efforts to consummate the Settlement and cause
4 the Final Approval Order and Judgment to be entered and to become final. The Parties therefore
5 agree to cooperate in good faith to promptly prepare, execute and finalize all Settlement-related
6 documents, seek all necessary Court approvals, and do all other things necessary to consummate
7 the Settlement. The Parties also agree to mutually seek to stay any pending or subsequently-filed
8 class action lawsuits that allege any of the Released Claims set forth in Section 11 of this
9 Agreement.

10 14.2 No Party to this Agreement shall seek to evade his, her, or its good faith
11 obligations to seek approval and implementation of this Settlement by virtue of any ruling, order,
12 governmental report, or other development, whether in the Lawsuit, in any other litigation, or
13 otherwise, that hereafter might occur and might be deemed to alter the relative strengths of the
14 Parties with respect to any claims or defenses or their relative bargaining power with respect to
15 negotiating.

16 14.3 The Parties and their respective counsel of record deem this Settlement to be fair
17 and reasonable and have arrived at this Settlement after arms-length negotiations taking into
18 account all relevant factors, present and potential.

19 14.4 The Class Representatives and Class Counsel agree to waive appeals of an order
20 granting final approval of this Settlement or entering Judgment in the Lawsuit as to Sephora so
21 long as such order is consistent with the material terms of this Agreement.

22 14.5 Other than as necessary to implement the Settlement, neither Plaintiffs nor Class
23 Counsel shall initiate any publicity, disclosure or contact with the media, or respond to any
24 inquiry from the media, regarding the Settlement other than to confirm that this Action has
25 settled. Any confirmation of settlement shall remain confidential until Notice is mailed.

26 **XV. MISCELLANEOUS PROVISIONS**

27 15.1 All of the Parties have been represented by counsel throughout all negotiations that
28 preceded the execution of this Agreement, and this Agreement is made with the consent and

1 advice of counsel.

2 15.2 This Agreement may not be modified or amended, except in a writing that is
3 signed by the respective counsel of record for the Parties and approved by the Court.

4 15.3 This Agreement and its Exhibits attached hereto constitute the entire agreement
5 between the Parties concerning the subject matter hereof, and supersede and replace all prior
6 negotiations, understandings, memoranda of understanding and proposed agreements, written and
7 oral, relating thereto. No extrinsic oral or written representations or terms shall modify, vary or
8 contradict the terms of the Agreement unless made in writing, signed by duly authorized
9 representatives of all Parties, and approved in writing by a final order of the Court. No waiver of
10 any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one
11 or more instance shall be deemed to be or construed as a further or continuing waiver of any such
12 term, provision or condition.

13 15.4 This Agreement shall be subject to, governed by, construed, enforced, and
14 administered in accordance with the laws of the State of California, without giving effect to the
15 principles of conflict of laws, both in its procedural and substantive aspects, and shall be subject to
16 the continuing jurisdiction of the Court. This Agreement shall be construed as a whole according to
17 its fair meaning and intent, and not strictly for or against any party, regardless of who drafted (or
18 was principally responsible for drafting) this Agreement or any specific term or condition thereof.
19 In any construction to be made of the Agreement, the Agreement shall not be construed against any
20 party and the canon of contract interpretation set forth in California Civil Code section 1654 shall
21 not be applied.

22 15.5 The Settlement shall be binding upon and inure to the benefit of the Settling
23 Parties' respective successors, assigns, heirs, spouses, marital communities, executors,
24 administrators and legal representatives. The Agreement and Settlement are not designed to and
25 do not create any third-party beneficiaries either express or implied.

26 15.6 The Parties agree to have mediator David Rotman seek to resolve any and all
27 disputes that may arise in connection with interpreting the terms of the Settlement.

28 15.7 The Parties agree the Court shall retain jurisdiction with respect to the

1 implementation and enforcement of the terms of the Agreement, and all Parties hereto submit to
2 the jurisdiction of the Court for purposes of implementing and enforcing the terms of the
3 Agreement.

4 15.8 This Agreement may be executed in one or more counterparts, each of which shall
5 be deemed an original and together shall constitute one and the same instrument. When each of
6 the Parties has signed at least one such counterpart, this Agreement shall become effective and
7 binding as to all of the Parties as of the day and year last executed. Fax and/or electronically
8 scanned signatures shall be deemed as effective as originals.

9 15.9 The Parties hereto represent, covenant, and warrant that they have not directly or
10 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
11 person or entity any portion of any liability, claim, demand, action, cause of action or rights
12 herein released and discharged except as set forth herein.

13 15.10 Each individual signing this Agreement warrants that he or she has the authority
14 and is expressly authorized to enter into this Agreement on behalf of the party(ies) for which that
15 individual signs.

16 15.11 Any notices or other documents that must or may be transmitted to Class Counsel
17 and/or Defendant's Counsel, pursuant to any section of this Agreement, shall be transmitted to the
18 addresses set forth in the definitions of Class Counsel and Defendant's Counsel, respectively, set
19 forth above.

20 15.12 The Parties and all counsel acknowledge and agree that for the purposes of any
21 claims, actions, and/or proceedings arising out of this Agreement, notice provided to Class
22 Counsel shall be deemed to be notice to the Plaintiff.

23 15.13 The Parties have stipulated to stay any and all deadline(s) to bring the case to trial,
24 including pursuant to Cal. Civ. Code Section 583.320. This stay shall remain in place until such
25 time as the Settlement is either approved or nullified, as set forth herein.

26
27 *[signatures on following page]*

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: July ___, 2021

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

9 Dated: July ___, 2021

10 By: _____
11 ROSE PROVENCIO
12 Representative Plaintiff

13 Dated: July ___, 2021

14 By: _____
15 LACEY HERNANDEZ
16 Representative Plaintiff

17 Dated: July ___, 2021

18 By: _____
19 BRENDA MORALES
20 Representative Plaintiff

21 Dated: July ___, 2021

22 By: _____
23 JESSICA DURAN
24 Representative Plaintiff

25 Dated: July 23, 2021

26 DEFENDANT SEPHORA USA, Inc.

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

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1 **APPROVED AS TO FORM:**

2 Dated: July ___, 2021

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

3

4

5

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

6

7

8 Dated: July ___, 2021

ALLEN ATTORNEY GROUP

9

10

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

11

12

13 Dated: July ___, 2021

SETAREH LAW GROUP

14

15

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

16

17

18 Dated: July ___, 2021

MATTHEW NORTON & ASSOCIATES, P.C.

19

20

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

21

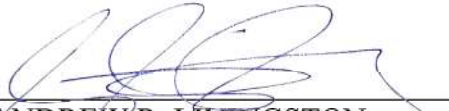
22

23 Dated: July 23, 2021

ORRICK HERRINGTON & SUTCLIFFE LLP

24

25

By: 

ANDREW R. LIVINGSTON
Attorneys for Defendant

26

27

28