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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF SAN FRANCISCO  
12 (UNLIMITED JURISDICTION)

14 COORDINATION  
15 PROCEEDING SPECIAL TITLE  
[RULE 3.550]

16 **SEPHORA WAGE AND HOUR  
17 CASES**

18 Included actions:

19 *Burnthorne-Martinez v. Sephora*  
*USA, Inc.*  
20 (San Francisco CGC 16-550894)

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

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

Case No: Judicial Counsel Coordinated  
Proceeding No. 4911

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

DECLARATION OF LACEY HERNANDEZ  
IN SUPPORT OF MOTION FOR  
ATTORNEYS FEES AND SERVICE  
AWARD

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

24 I, Lacey Hernandez declare as follows:

25 1. I am one of the Named Plaintiffs in the above-referenced matter. If called  
26 upon as a witness, I could and would competently testify competently and fully to  
27 the following facts based upon my personal knowledge or upon information and  
28 belief.

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

8 **Employment with Sephora**

9 3. I began my employment with Sephora U.S.A., Inc. on or about October 10,  
10 2014 at the Sephora location in Fashion Fair Mall, in Fresno California.

11 4. Sephora hired me initially as a holiday hire meaning that I was to assist,  
12 without a guaranty of employment during the holiday season in 2014.

13 5. In February of 2015, Sephora promoted me to a regular employee. I worked  
14 for Sephora until May 3, 2016. During the entire period of my employment I was  
15 paid hourly.

16 6. At the time of my initial hire, I was instructed that Sephora required female  
17 employees to use makeup. To that end, we should always come in polished,  
18 meaning that we must have a flawless complexion, definitely eye makeup and lip  
19 color were mandatory. We were also expected to wear a sort of bronzer or blush.

20 7. Sephora also advertised certain makeup looks using particular types and  
21 colors of makeup for seasons or holidays. These looks were referred to as  
22 “animations.”

23 8. So, for instance, Sephora had a Pantone color of the year where everything  
24 was terra cotta color. So everything you had to wear was terra cotta related. So I  
25 could get away with blush and terra cotta lipstick and be fine.

26 9. Whereas we did a tricolor eye, which means three different colors blended for  
27 your eye shadow, and that took much longer.

28 10. Sometimes I'd have to get to work early because I didn't own the makeup in  
those colors to do that.

1 11. In other instances, Sephora required different types of eyeliner styles with  
2 three different types of winged eye liners, dual colors, all of which might have  
3 varying degrees of difficulty in the application.

4 12. We were instructed when I was hired and throughout my employment that  
5 the female employees must wear these animations. If I was not polished or  
6 wearing the animation, I was not allowed to clock in until I had applied the  
7 necessary makeup.

8 13. Typically, I spend about five minutes in the morning applying makeup.

9 14. This was different for Sephora. I typically would spend 15 to 20 minutes in  
10 morning applying makeup when I worked for Sephora.

11 15. I was present when Sephora managers counseled other women regarding  
12 their look, i.e., they were not polished. In particular, I remember Nicole Justice.  
13 She is just absolutely gorgeous naturally, and she doesn't need makeup at all, but  
14 she was told that to sell the product she needs to wear the product. I don't know  
15 what she was wearing, but it didn't look like much, maybe blush, so she was  
16 supposed to wear foundation and a highlighter or something similar.

17 16. As the day would continue, I was expected to maintain my makeup. To that  
18 end, we were instructed that during our rest breaks we were to reapply makeup. I  
19 was specifically ordered on at least one occasion to reapply my makeup during my  
20 break.

21 17. In addition, we were instructed to use our meal breaks – times when we  
22 would clock out – to reapply our makeup. At times this reapplication would take  
23 only a few minutes, but in other times (for instance if the animation was  
24 complicated) it would take five or more minutes to get everything correct.

25 18. In addition, it was necessary that my hair match my makeup. As a result, I  
26 would often spend 10 or 15 minutes a day styling my hair when I worked at  
27 Sephora. Typically, I spend five minutes or so getting my hair ready.

28 19. I was subjected to an inspection whenever leaving the store. This happened  
when leaving work at the end of the day, and when leaving the store during meal  
and rest breaks throughout the day.

20. My purse was always subjected to inspection. Nothing was to be in my  
pocket, and everything was to be in my purse or in a clear bag.

1 21. I estimate that I spent between five and twenty minutes *each* shift going  
2 through security checks while not clocked in. I often had to wait for the manager  
3 on duty to conduct a search and he or she was not always available right away. I  
4 sometimes had to stand in line with five or more other employees waiting for a  
5 manager. I complained about the security inspections to my supervisors but it did  
6 not help.

7 22. The procedure was to clock out, and wait for a supervisor to inspect or  
8 check my belongings.

9 23. Because of the bag check my meal and rest breaks were shortened by the  
10 amount of time that I had to wait. So for instance, my meal periods were scheduled  
11 for 30 minutes, but when I waited for a security check, my meal period could be  
12 significantly shorter. The same would occur with my rest break, if I wanted to  
13 leave the store (for instance for a coffee).

14 24. Even when I stayed in the store for my lunch or rest breaks, I was  
15 interrupted. It was common for a supervisor to ask me questions, or ask me to  
16 speak to a client. In addition, brand representatives would come in to the break  
17 room to discuss current product information.

18 25. Sephora required me to wear a black costume, which consisted of a single  
19 pair of pants, a single blouse and a tie (which no one wore). Having a single  
20 costume required that I constantly wash and iron the costume since we dealt with  
21 makeup. Makeup, and in particular waterproof makeup makes a costume filthy by  
22 the end of a shift.

23 26. Often I would have back-to-back shifts where I might work a night shift and  
24 then open the next day. In those cases, I would spot clean, soak and wash my  
25 costumes.

26 27. Otherwise, I would simply wash and iron the uniform for the next shift.

27 28. As a result, I would spend between 5 minutes and 15 minutes a day cleaning  
28 and ironing my costume.

29. My experience with bag check, makeup and uniform maintenance seemed to  
be typical of my co-workers' experience, from what they would say. Everyone  
that I worked with complained about the time for bag checks, and they often talked  
about the time to put on make up and maintain their uniforms.

1 30. Based on my this, I believe that my claims are typical of my co-  
2 workers' claims.

3 31. Most of the time, I received my wages through direct deposit; however, on  
4 two occasions, I was paid by Sephora with a paycard. When I would use the  
5 paycard I would incur a fee each time I used it, including once when I only  
6 checked my balance. I estimate that the fees were twelve dollars (\$12.00).

7 32. Since I began, I would review my wage statements. I would receive regular  
8 bonuses, but I was never clear on whether those bonuses were included in the  
9 calculation of any overtime I was owed. My wage statements or pay check stubs  
10 did not help me to understand this problem.

11 33. I felt that Sephora USA was not paying me according to the law. As a result  
12 I retained the law firm of Matthew Norton & Associates and Deason & Archbold  
13 to represent me.

14 **Work On This Matter**

15 34. In about May of 2016, I first spoke to Matthew Norton regarding my  
16 employment with Sephora. In this initial correspondence, I provided such  
17 documents as I had, including my paycheck stubs and the paycards used to pay me  
18 my last wage. I also researched the manner in which I cashed out the paycards, and  
19 the costs associated with such use.

20 35. Initially, Mr. Norton acquired my personnel file and payroll files, which he  
21 then forwarded to me for my review. I spent many hours going over the files.  
22 After engaging Mr. Norton, we spoke many, many times over the telephone.  
23 During these conversations, I went over my numerous roles with Sephora,  
24 explaining my understanding of the various policies and procedures, most notably  
25 the makeup policies. Since this first conversation, I estimate that I have spoken to  
26 Mr. Norton for at least 50 hours

27 36. I also corresponded extensively with Mr. Norton and his co-counsel,  
28 Matthew Archbold regarding these issues. Between general and specific  
29 questions, I believe I have exchanged several hundred emails with my counsel.

30 37. In about August of 2016, I met personally with Mr. Norton to discuss the  
31 various claims, as well as the best manner of proceeding. After this meeting, I  
32 reviewed the initial letter to the DLSE for accuracy and corrections.

1 Subsequently, I also reviewed the Complaint as well as the subsequent Complaints  
2 which were filed, offering various comments and tweaks.

3 38. I also assisted with discovery. Initially, I discussed the Sephora-specific  
4 language (eg., “backstage” in referencing to the stock room) so that the discovery  
5 would be accurate. I reviewed discovery from Sephora, and drafted initial  
6 responses with Mr. Norton. Finally, when the final responses were complete, I  
7 reviewed them and again looked for responsive documents.

8 39. Subsequently, I traveled to Los Angeles from my Central Valley home for  
9 deposition. This trip always takes between three and four hours (depending on the  
10 traffic) and so I stayed overnight so as to be available at the beginning of next day  
11 for deposition. Already tired from the drive, I then met with my attorneys to  
12 prepare. Sephora deposed me for the better part of the following day, and then I  
13 traveled back to my home.

14 40. When the deposition transcript was completed, I reviewed the pamphlet.  
15 This review took several days (stopping and starting) to complete.

16 41. In addition, I assisted my attorneys in the preparation of the Motions for  
17 Summary Judgment/Summary Adjudication. After speaking to Mr. Norton, I  
18 reviewed and made changes to my declarataion, and finally executed the  
19 Declaration.<sup>3</sup>

20 42. Finally, I participated in the mediation for this matter. As requested, I was  
21 available during the day and when settlement was eventually reached, I reviewed  
22 the settlement agreement (several times), finally executing it.

## 23 Conclusion

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

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

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

8 46. I understand that, as a representative of the members of the classes in this  
9 action, I have a fiduciary obligation to act at all times in the best interests of the  
10 members of the classes. I also understand that, as a representative of the members  
11 of the classes, I have agreed to prosecute this case to its conclusion, no matter how  
12 long that may take. I agree to accept those responsibilities and have performed  
13 them to the best of my ability.

14 47. As I explained above, I communicated regularly with my attorneys Matthew  
15 Norton and Matthew Archbold regarding this case. I understood my  
16 responsibilities. Moreover, I understood the case status, and what steps *I* might  
17 need to take.

18 48. I contacted Mr. Norton regularly over the past five-and-half years. He was  
19 always responsive and answered my questions. Moreover, when there were  
20 technicalities about which I was unfamiliar (i.e., the Motions for Summary  
21 Judgment brought by Plaintiffs (me) versus similiar Motions brought by Sephora ,  
22 and resolution of one versus the other), he took the time to fully explain these  
23 matters.

24 49. I am familiar with the allegations and defenses to the allegations in this case.  
25 I am familiar with the major events in this case, including the initial filing of my  
26 complaint, the First Amended Complaint, the exchanges of information between  
27 the parties prior to mediation, the mediation, the memorandum of understanding,  
28 as well as the final settlement agreement (as well as the modifications to which we  
agreed). I understand that the Court has granted preliminary court approval,  
directed notice to be issued to the class, and that we are now seeking final  
approval so that the Settlement becomes effective and binding. I participated in all

1 phases of litigation on behalf of Class Members, up to and including preparing this  
2 request for final approval of the class action settlement.

3 50. Based my involvement in this case, and the issues and risks involved in this  
4 case, I believe the proposed settlement obtained on behalf of Class Members is  
5 very good.

6 51. To the best of my abilities, I fulfilled my duties as a proposed class  
7 representative throughout this litigation, which required significant time, effort,  
8 and expense during the course of this case. As set forth above, I met with my  
9 attorneys face-to-face several times. I traveled from home, took time off from my  
10 job, and spent many, many hours looking for documents, reviewing documents  
11 and actively participating in this matter – time that I did not spend with my elderly  
12 grand father (for whom I care)..

13 52. I took my duties and obligations as a class representative seriously and  
14 always held the class members' interests out above my own. I estimate I spent at  
15 several hundred hours helping with the prosecution of this lawsuit since my initial  
16 contact with my attorneys.

17 53. All of this time was time I could not spend with my family, or my new  
18 career, or simply living my life – all of which would have been more rewarding  
19 than prospect of this case; however, I remained focused on this case because I saw  
20 other employees treated as I had been treated. I remain committed to this matter. I  
21 am ready to testify at trial.

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

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

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



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

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

7 59. This lawsuit will also inform many of California's labor laws. This  
8 information may be helpful to them in the future, protecting them from future  
9 abuse.

10 60. I did not request exclusion from the settlement or object. I support the  
11 settlement fully.

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

15 I declare under penalty of perjury under the laws of the United States, that the  
16 above is true and correct to the best of my knowledge and was executed on  
17 January 31, 2022 at Kerman, California.

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20 Lacey Hernandez, Declarant  
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