

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN FRANCISCO
IN RE SEPHORA WAGE AND HOUR CASES (CASE NO. CJC16004911.)**

ATTENTION: IF YOU WORKED AS A NON-EXEMPT EMPLOYEE OF SEPHORA USA, INC. AT ANY CALIFORNIA SEPHORA RETAIL LOCATION BETWEEN MAY 23, 2013 AND MAY 14, 2021, INCLUSIVE, THEN YOU COULD GET A PAYMENT FROM THIS SETTLEMENT.

A Court authorized this notice. This is not a solicitation from a lawyer.

- If approved by the Court, the Settlement will provide \$12,750,000.00 to resolve claims of approximately 13,775 individuals who were employed by defendant Sephora USA, Inc. (“Sephora”) at its retail stores in California between May 23, 2013 and May 14, 2021, inclusive.
- Plaintiffs’ lawsuit alleges numerous claims against Sephora, including but not limited to that Sephora did not properly compensate nonexempt retail employees for all hours worked (including time spent in security inspections and complying with Sephora’s makeup/appearance and costume maintenance policies), did not provide required meal and rest breaks, did not provide for overtime, did not properly calculate overtime they contend was owed on certain non-discretionary bonuses and issued payroll cards to some Class Members that did not comply with California law.
- The two sides disagree over whether there is liability for Plaintiffs’ claims, as well as how much money, if any, could have been awarded at trial.
- Your legal rights are affected whether you act or don’t act. **READ THIS NOTICE CAREFULLY!**

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	Get a payment in exchange for a release of covered legal claims.
UPDATE YOUR CONTACT INFORMATION	Update your contact information with CPT Group, Inc. so that future notices and settlement check(s) are sent to the correct address. Enclosed is a Change of Address Form that you can use to update your address. This should be returned via U.S. Mail to the Settlement Administrator at 50 Corporate Park, Irvine, CA 92606 . If you lose the form, then you may contact the Settlement Administrator or Class Counsel directly to provide your new address.
GO TO FINAL FAIRNESS HEARING	Attend the final approval hearing which will be held at 2:00 p.m. on April 6, 2022, in department 613 of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, CA 94102.
EXCLUDE YOURSELF	Get <u>no</u> Individual Settlement payment. You may opt out of the settlement by submitting a Request for Exclusion by March 6, 2022. However, if you are a PAGA Employee and the Court grants final approval of the settlement, <u>you will still receive a share of the portion of the Net Settlement Amount allocated to the PAGA Employees and will be bound by the PAGA release provisions of the settlement, whether or not you submit a Request for Exclusion.</u>
OBJECT	Tell the Court about why you don’t like the Settlement.

DISPUTE “WORKWEEKS”	Settlement amounts will be based on the number of weeks you worked in a covered position during the Class Period. If Sephora’s records regarding your eligible workweeks are incorrect then you may dispute your workweeks by informing the Settlement Administrator CPT Group, Inc. <i>See</i> Section entitled “Defendant’s Records Will be Presumed Correct But May Be Disputed.”
--------------------------------	--

- **These rights and options – and the deadlines to exercise them- are explained in this notice.**
- **The Court handling this case still has to decide whether to approve the Settlement. Settlement payments will only be issued if the Court approves the Settlement and any appeals are resolved. Please be patient.**
- **Additional information is available by contacting Class Counsel or online at www.cptgroupcaseinfo.com/SephoraWageandHourClassAction.**

WHAT IS THIS NOTICE?

BASIC INFORMATION.....3

1. Why did I get this notice?.....3

2. What do I get?.....4

3. What am I giving up?.....5

HOW TO GET A SETTLEMENT PAYMENT.....6

4. How do I get a settlement payment?.....6

5. When will I get my check?.....6

EXCLUDING YOURSELF FROM THE SETTLEMENT.....6

6. How do I ask the Court to exclude me from the Settlement Class?.....6

7. If I exclude myself, can I get anything from the Settlement?.....7

8. If I don’t exclude myself, can I sue later?.....7

THE LAWYERS REPRESENTING YOU.....7

9. Do I have a lawyer in this case?.....7

OBJECTING TO THE SETTLEMENT.....7

10. How do I object to the Settlement??.....7

11. What’s the difference between objection and asking to be excluded?.....8

THE COURT’S FINAL APPROVAL HEARING.....8

12. When and where will the Court decide whether to approve the settlement?.....8

13. Do I have to come to the hearing?.....8

14. May I speak at the hearing?.....8

IF YOU DO NOTHING.....9

15. What happens if I do nothing at all?.....9

GETTING MORE INFORMATION

16. How do I get more information?.....9

BASIC INFORMATION**1. Why did I get this notice?**

Defendant Sephora USA, Inc.'s ("Sephora") records show that you were employed as a non-exempt employee at one or more of its retail stores in California between May 23, 2013 and May 14, 2021, inclusive. This date range is referred to as the "Class Period." This notice explains the lawsuit, the Settlement, and your legal rights.

The lawsuit is known as IN RE SEPHORA WAGE AND HOUR CASES and is pending in the Superior Court of California for the County of San Francisco. This proceeding arises from the following four wage and hour class action lawsuits that were coordinated together in San Francisco County Superior Court and assigned case number CJC-16-004911: (1) Alyssa Burnthorne-Martinez v. Sephora USA, Inc., San Francisco County Superior Court Case No. CGC-16-550894) [filed March 10, 2016] ; (2) Rose Provencio v. Sephora USA, Inc., Santa Clara Superior Court Case No. 16-CV-294112 [filed April 20, 2016]; (3) Hernandez and Morales v. Sephora USA, Inc., San Francisco Superior Court (Case No. CGC-17-557031) [filed February 19, 2017]; and (4) Duran v. Sephora USA, Inc. San Francisco Superior Court (Case No. CGC-17-561452) [filed September 22, 2017].

What is this lawsuit about?

The lawsuit involves claims under California's wage and hour laws. Plaintiffs worked as nonexempt employees at Sephora retail locations within the Class Period. They allege numerous claims against Sephora, including but not limited to that Sephora did not properly compensate class members for all hours worked (including time spent in security inspections and complying with Sephora's makeup/appearance and costume maintenance policies) did not provide required meal and rest breaks, did not provide for overtime, did not properly calculate overtime they contend was owed on certain non-discretionary bonuses and issued payroll cards to some Class Members that did not comply with California law.

Collectively, the Plaintiffs' complaints allege claims on behalf of themselves, individually, and on behalf of the Class Members for wage and hour violations, including: (1) Failure to Pay Wages; (Labor Code §§ 510, 1194, 1197); (2) Failure to Provide Lawful Meal and Rest Periods (Labor Code §§ 226.7 and 512); (3) Failure to Pay Wages On Termination (Labor Code § 203); (4) Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226); (5) Failure to Reimburse Business Expenses (Labor Code § 2802); (6) Failure to Keep or Provide Accurate Records; (7) Reporting Time Violations; (8) Violations of, and/or claims for Interest, Costs, Attorneys' Fees, and/or Civil, Statutory, or other Penalties under, California Labor Code Sections 201-204, 210, 212-213, 215-216, 218.5, 218.6, 219, 221, 223-226, 226.6, 226.7, 245-249, 256, 354, 408, 432, 510, 512, 552-553, 558, 1174-1175, 1194, 1197-1199, 1770-1771, 1774, 2698-2699, 2802, 2926-2927, and/or California Code of Civil Procedure Section 1021.5; (9) Violations of any and all relevant municipal code sections, including, but not limited to, San Jose Municipal Code § 4.100 et. seq.; (10) Violations of all applicable, or allegedly applicable Wage Orders including, but not limited to Wage Orders 4, 7, and 16 (Cal. Code Regs. tit. 8, §§ 11040, 11160, and 11070); (11) Unfair Business Practices Under the Unfair Competition Law (Business and Professions Code § 17200 et seq.); and (12) Claims under the California Private Attorneys General Act ("PAGA") (Labor Code §§ 2698 et seq.).

Defendant denies engaging in any wrongful conduct or that it violated the law in any way and believes that Plaintiffs and the Settlement Class were properly compensated including final wages.

Both Plaintiffs and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the Settlement Class.

What is a class action lawsuit?

In a class action, one or more people called the "Plaintiff" or "Plaintiffs" (in this case, Alyssa Burthorne-Martinez, Jessica Duran, Lacey Hernandez, Brenda Morales, and Rose Provencio) sue on behalf of people who have similar alleged claims. All of these similar people are a "class" or "class members." The Court resolves the issues for all

class members, except for those who exclude themselves from the class. On December 16, 2021, the Court certified the class for purposes of settlement only.

Who is in the Settlement Class?

“Settlement Class Members” or “Settlement Class” means all individuals who were employed by defendant Sephora at their retail stores in California (“Class Members”) at any time between May 23, 2013, and May 14, 2021, inclusive (“Class Period”).

Why is there a settlement?

After conducting a substantial investigation, including review of policies, payroll records and personnel files, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendant denies all of the claims asserted in the Action and denies that it has violated any laws. Plaintiffs and their lawyers think the Settlement is in the best interests of all Settlement Class Members.

THE SETTLEMENT BENEFITS

2. What do I get?

Under the proposed Settlement Defendant has agreed to pay a Gross Settlement Amount of \$12,750,000.00. This Maximum Settlement Amount will be used to pay Plaintiffs’ attorneys’ fees (not to exceed 33 1/3% of the Maximum Settlement Amount, i.e., \$4,250,000.00) and actual litigation costs (estimated at \$264,952.66), half of the employer-side payroll taxes (estimated at \$162,052.71), a Class Representative Enhancement Award to each of the Plaintiffs (not tied to Plaintiffs’ general releases, and not to exceed \$20,000.00 each), a payment of \$375,000.00 to the Labor and Workforce Development Agency (“LWDA”) for alleged penalties under the Private Attorneys General Act (“PAGA”), and the fees and expenses of the Settlement Administrator CPT Group, Inc. (capped at \$70,000.00). The remainder, referred to as the Net Settlement Amount, will be distributed in full to participating Class Members.

NOTE: The Court may award *less* than is being applied for in attorney’s fees and litigation costs, class representative Enhancement Awards, and for the payment to the LWDA under PAGA. If lesser amounts are awarded, the difference will be distributed to Settlement Class Members as part of the Net Settlement Amount.

PAGA Settlement Payment

The employees shall first share \$125,000.00 (i.e., 25% of the \$500,000 total amount allocated to the PAGA claim) which shall be split amongst all Class Members that worked for Sephora between March 7, 2015 through May 14, 2021, inclusive (the “PAGA Period”). This payment will be distributed to Class Members based on the number of Work Weeks worked for Defendant in a class position during the PAGA Period relative to the total number of Work Weeks worked by all Class Members during the PAGA Period.

According to Defendant’s records, you worked for <<PAGAWorkWeeks>> weeks in a covered position during the PAGA Period. Based on these dates, your portion of the PAGA settlement payment is estimated to be at least \$<<PAGAestAmount>>.

Class Members will receive their portion of the PAGA settlement payment regardless of whether they request exclusion or object to the Settlement. This payment shall be reported as penalties and reported by IRS Form 1099.

Individual Settlement Payment

Class Members who do not submit a timely request for exclusion will receive an additional individual Settlement along with the PAGA Settlement Payment described above.

The Net Settlement Amount will be distributed to Settlement Class Members based on the number of Work Weeks worked for Defendant in covered positions during the Class Period relative to the total number of Workweeks worked by all Settlement Class Members during the Class Period.

According to Defendant's records, you worked for <<ClassWorkweeks>> weeks in a covered position during the Class Period. Based on these dates, your Individual Settlement Award is estimated to be at least \$<<ClassesAmount>>. Your actual Individual Settlement Award may be for more than this amount depending on the number of Settlement Class Members who participate and/or request to opt out of the Settlement.

The parties have agreed that one-third (33-1/3%) of each Settlement Class Member's Individual Settlement Payment shall be treated as wages (reported on IRS Form W-2) and two-thirds (66-2/3%) equally as interest and penalties (reported on IRS Form 1099). The employee's share of payroll taxes (FICA, EDD) shall be withheld from the W2 wage payment.

Class Members will receive their portion of the PAGA settlement payment regardless of whether they request exclusion or object to the Settlement. PAGA payments are not wages and shall be reported as penalties on IRS Form 1099.

Defendant's Records Will be Presumed Correct But May Be Disputed

Defendant's records regarding workweeks, as set forth above, shall be presumed correct, unless evidence to the contrary is timely submitted to the Settlement Administrator. See Section 6 for the Settlement Administrator's Contact Information. Class Members who disagree with Defendant's records of their workweeks total, as presented above, must notify the Settlement Administrator of the dispute, and submit documentation to support their claimed dates of employment (such as, without limitation, payroll or time keeping records or paycheck stubs). The dispute must be received by **March 6, 2022**, or else it will be disregarded and you will be paid according to the dates listed in Defendant's records.

NOTE: A Class Member can only dispute his/her workweeks outside the PAGA Period if he/she does not exclude himself/herself from the Settlement. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Parties shall engage in a good faith effort to reach an agreement as to whether an adjustment for the Class Member is warranted and, if the Parties are unable to reach an agreement, the determination of the Settlement Administrator shall be deemed final.

3. What am I giving up?

If the Settlement is approved then Plaintiffs and each member of the Settlement Class who do not submit a timely Request for Exclusion form (see response to Question 6 below) shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties from the following claims, which pursuant to the Agreement are being released through and including the dates of the Class Period: all wage and hour class claims which were or could have been brought based on the factual allegations contained in the Complaint(s) filed in the Lawsuit, including but not limited to the: (1) Failure to Pay Wages and Overtime; (2) Failure to Provide Lawful Meal and Rest Periods; (3) Failure to Pay Wages on Resignation or Termination; (4) Failure to Provide Accurate Itemized Wage Statements; (5) Failure to Reimburse Business Expenses; (6) Failure to Keep or Provide Accurate Records; (7) Reporting Time Violations; (8) Violations of, and/or claims for Interest, Costs, Attorneys' Fees, and/or Civil, Statutory, or other Penalties under, California Labor Code Sections 201-204, 210, 212-213, 215-216, 218.5, 218.6, 219, 221, 223-226, 226.6, 226.7, 245-249, 256, 354, 408, 432, 510, 512, 552-553, 558, 1174-1175, 1194, 1197-1199, 1770-1771, 1774, 2698-2699, 2802, 2926-2927, and/or California Code of Civil Procedure Section 1021.5; (9) Violations of any and all relevant municipal code sections, including, but not limited to, San Jose Municipal Code § 4.100 et. seq.; (10) Violations of all applicable, or allegedly applicable Wage Orders including, but not limited to Wage Orders 4, 7, and 16 (Cal. Code Regs. tit. 8, §§ 11040, 11160, and 11070); (11) Unfair Business Practices Under the Unfair Competition Law (Business and Professions Code § 17200 et seq.); (12) Claims under the California Private Attorneys General Act; and (13) Claims under the Fair Labor Standards Act; and any wages, commissions, bonuses, overtime, meal and rest break premiums, unreimbursed expenses, damages, penalties, interest, punitive damages, liquidated damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on or related to the above

claims (the “Released Claims”). The Released Claims expressly exclude all unrelated claims including but not limited to claims for retaliation, discrimination, unemployment insurance, disability, workers’ compensation, and claims outside the Class Period

All Class Members shall be bound by this release unless they formally request exclusion from this Settlement by submitting the enclosed Request for Exclusion form by **March 6, 2022**. To request exclusion please complete and submit the enclosed Request for Exclusion Form. See Section 6 if this Notice for more information requests for exclusion. However, if you are a PAGA Employee and the Court grants final approval of the settlement, you will still receive a share of the portion of the Net Settlement Amount allocated to the PAGA Employees and will be bound by the PAGA release provisions of the settlement, whether or not you submit a Request for Exclusion.

HOW TO GET A SETTLEMENT PAYMENT

4. How do I get a settlement payment?

You need not do anything in order to receive a PAGA Settlement Payment or individual Settlement Payment from this Settlement. If you do not make a timely request to be excluded then, provided the Settlement is approved by the Court, you will be sent both settlement payment(s) (to the extent you are eligible) at the address where this Notice was mailed.

IMPORTANT: If this was sent to the wrong address, or you move before receiving all settlement checks and tax return documents, then it is very important that you provide a forwarding address to the Settlement Administrator! Otherwise, your settlement check(s) and/or your tax return documentation could be sent to the wrong address.

Enclosed is a **Change of Address Form** that you can use to update your address. This should be returned to the Settlement Administrator at the address included herein. If you lose the form you may contact the Settlement Administrator or Class Counsel directly to provide your new address.

5. When will I get my check?

If the Court approves the Settlement Defendant will be required to fund the \$12,750,000.00 Maximum Settlement Amount within 10 business days of the Effective Date of the Settlement. The Settlement Administrator will issue settlement payment(s) within 25 business days of the Effective Date of the Settlement.

The “Effective Date” is defined as the date on which the Court’s Final Approval Order becomes final. The Court’s Final Approval Order “becomes final” upon the last to occur of the following: (a) the date of final affirmance on appeal of the Judgment; (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the Court’s Judgment.

Please be advised that you will only have 180 days from the date that the check is issued to cash it. This is why it is so important to ensure the Settlement Administrator has your most up to date contact information. If Class Members fail to cash their settlement checks within 180 days, the checks will be cancelled and the respective funds will be redistributed to those Class Members who cashed their checks. These checks will likewise be cancelled if not deposited within 180 days of issuance. Funds from uncashed checks in the second distribution shall be sent to a Court-approved non-profit organization. The Parties have proposed that the Legal Aid At Work (<https://legallaidatwork.org/>) be appointed as *cy pres* for this purpose. No money will revert to Defendant.

EXCLUDING YOURSELF FROM THE SETTLEMENT

6. How do I ask the Court to exclude me from the Settlement Class?

If you do not want to participate in the Settlement (“opt out” or “request to be excluded”), you must complete, sign, and return the enclosed **Request for Exclusion Form**. Class Members who timely request exclusion will no longer be eligible to receive an individual Settlement Award but will also not be bound by the release of claims

in the Settlement. Class Members cannot, however, seek exclusion from the PAGA component of the Settlement and will receive a PAGA Settlement Payment even if they submit a timely request for exclusion, to the extent they worked during the PAGA Period.

In order to be valid, your Request for Exclusion Form must be completed, signed, dated, and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **March 6, 2022** to the Settlement Administrator:

Sephora Wage and Hour Cases

c/o CPT Group Inc.

50 Corporate Park

Irvine, CA 92606

1-888-694-2459

www.cptgroupcaseinfo.com/SephoraWageandHourClassAction

Requests that do not include all required information and/or that are not timely will be deemed null, void, and ineffective. Class Members who fail to submit a valid and timely Request for Exclusion Form on or before **March 6, 2022**, shall be converted to Settlement Class Members, bound by all terms of the Settlement, and any Final Judgment entered in the Action if the Settlement is approved by the Court.

7. If I exclude myself, can I get anything from the settlement?

Yes. *If you exclude yourself now using the enclosed Request for Exclusion Form you will still get a pro rata share of the PAGA Settlement Payment if you are eligible for one.* You will not get an Individual Settlement Payment and you will not be bound by the non-PAGA component of the Settlement.

8. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims in this lawsuit that are released by the Settlement. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court has appointed six law firms to act as Class Counsel. They represent the named Plaintiffs and the Settlement Class Members in this lawsuit. Their contact information is listed in Paragraph 21 ("Getting More Information").

OBJECTING TO THE SETTLEMENT

10. How do I object to the Settlement?

If you do not think the Settlement is fair then you may object to the proposed settlement in writing and/or you may appear at the Final Approval Hearing on April 6, 2022, at 2:00 p.m. at your expense: in person, telephonically, or through an attorney. **Anyone wishing to appear at the final approval hearing to discuss concerns or objections to the Settlement shall be permitted to do so, whether or not they submit a written objection as set forth below.**

Only Class Members who do not request exclusion from the Class may object to the Agreement.

Written objections should be signed by the Class Member and should: (1) state the objecting Class Member's name, address, telephone number and the last four digits of his/her Social Security number, (2) state the case name and number as follows: In Re Sephora Wage and Hour Cases, Judicial Council Coordinated Proceeding No. 4911, (3) state concisely each objection to the Settlement, (4) explain the basis for each such objection, and (5) be dated. If the Class Member intends to use any document(s) to support his or her objection, a copy of the document(s) should be included with the written objection at the time of submission. Submitting an objection to

this Settlement does not affect the Class Members' right to obtain the benefits of this Settlement. If a class member submits a written objection that fails to include the information described above, or the information appears to be incomplete, inaccurate, or otherwise deficient, the Claims Administrator will notify the class member in writing within 5 business days of receiving the objections, identifying said deficiencies. The class member must cure any deficiency and return to the document to the Claims Administrator in the manner described in section 6 by **March 6, 2022**, or 21 days from the date of the mailing of notification of the deficiency (whichever is later).

Written objections must be submitted to the Claims Administrator (at the address set forth in Section 6) by **March 6, 2022**. In order to be timely, the mailed Written Objection must be postmarked on or before the above date. **DO NOT FILE YOUR OBJECTION OR ANY OTHER DOCUMENTS WITH THE COURT.** This deadline applies even if a class member has submitted an Objection and has been notified of a deficiency. The cured Objection must be resubmitted by the above date.

If you opt out of the Settlement, you may not object. You must be a Settlement Class Member in order to object to the Settlement. Any Settlement Class Member who submits an objection remains eligible to get paid from the Settlement so long as they did not request to be excluded from the Settlement.

11. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing on **April 6, 2022, at 2:00 p.m.** to decide whether to finally approve the settlement. Whether you have submitted an objection or not you may attend and you may ask to speak, but you don't have to. *See* Section 10 for more details.

12. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **April 6, 2022, at 2:00 p.m.** in Department 613 at the Superior Court of California for the County of San Francisco, located at **400 McAllister Street, San Francisco, CA 94102**. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You do not need to attend the hearing but are free to do so if you wish. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

13. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have but you are welcome to come. Due to the COVID-19 pandemic, many hearings are currently being conducted remotely with the assistance of a third-party service provider, CourtCall. Class members who wish to appear at the final fairness hearing on **April 6, 2022, at 2:00 p.m.** should contact Class Counsel to arrange a telephonic appearance through CourtCall, at least five days before the hearing if possible. **Any CourtCall fees for an appearance by an objecting class member will be paid by Class Counsel.**

If you send a written objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay (at your own expense) a lawyer to attend, but it is not required.

14. May I speak at the hearing?

Anyone wishing to appear at the final approval hearing on April 6, 2022, at 2:00 p.m. to discuss concerns or objections to the Settlement shall be permitted to do so, whether or not they submit a written objection as set forth above. Class Members, or their attorneys, intending to make an appearance at the final approval

hearing are encouraged, but are not required, to state this intention in their written objection, if any, which should be delivered to the Claims Administrator by **March 6, 2022**.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing and the Settlement is approved, you will bound by the release of claims described in this notice and will receive settlement payment(s).

GETTING MORE INFORMATION

16. How do I get more information?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, and to review the Settlement documents and court filings, as well as Orders issued by the Court thereon, please go to www.cptgroupcaseinfo.com/SephoraWageandHourClassAction. There you can find the operative complaints (*Burnthorne-Martinez v. SEPHORA USA, Inc.* (San Francisco CGC-16-55-0894); *Provencio v. SEPHORA USA, Inc.* (Santa Clara 16CV294112); *Hernandez et al. v. SEPHORA USA, Inc.* (San Francisco CGC-17-557031); and *Duran v. Sephora USA, Inc.* (San Francisco CGC-17-561452)); this Notice, the Settlement Agreement, the Court's Preliminary Approval Order, and all filings made in this matter relating to settlement approval, including all tentative rulings, orders, and (once final approval is granted) all documents, orders, and judgment related to final approval of the Settlement. (Copies can also be requested from Class Counsel.)

The pleadings and other records in the Action, including the proposed Settlement, may also be examined at any time during regular business hours at the Office of the Clerk of Court for the Superior Court of California, County of San Francisco, 400 McAllister Street, San Francisco, CA 94102. You may also review most of the filings, including the Motion for Preliminary Approval of the proposed Settlement, and the Settlement itself on the Court's website which is located at https://www.sccourt.org/online_services.shtml and clicking on "Online Services" and searching for case number CJC16004911. There may be a small fee to download documents.

If you want additional information about the Action and its proceedings, or copies of settlement paperwork, then you may also contact Class Counsel:

Kevin R. Allen, SBN 237994
ALLEN ATTORNEY GROUP PC
2121 N. California Blvd, Suite 290
Walnut Creek, CA 94596
Tel. (925) 695-4913; Fax (925) 334-7477
kevin@allenattorneygroup.com

Attorneys for Plaintiff
ROSE PROVENCIO

Shaun Setareh (SBN: 204514)
shaun@setarehlaw.com
Thomas Segal (SBN: 222791)
thomas@setarehlaw.com
SETAREH LAW GROUP
9665 Wilshire Boulevard, Suite 430
Beverly Hills, CA 90212
Tel: (310) 888-7771; Fax: (310) 888-0109

Attorneys for Plaintiff
ALYSSA BURNTHORNE-MARTINEZ

Alejandro P. Gutierrez, SBN 107688
HATHAWAY, PERRETT, WEBSTER, POWERS,
CHRISMAN & GUTIERREZ, APC
200 Hathaway Building
5450 Telegraph Road, Suite 200
P.O. Box 3577, Ventura, CA 93006-3577
Tel: (805) 644-7111; Fax: (805) 644-8296
E-mail: agutierrez@hathawaylawfirm.com

Daniel J. Palay, SBN 159348
Brian D. Hefelfinger, SBN 253054
PALAY HEFELFINGER, APC
1746 S. Victoria Avenue, Suite 230
Ventura, CA 93001
Tel: (805) 628-8220 Fax: (805) 765-8600
E-mail: djp@calemploymentcounsel.com

Attorneys for Plaintiff
JESSICA DURAN

<<EmployeeName>>

CPT ID: <<ID>>

John Matthew Norton, Esq., SBN 158937

Email: Matt@Matthew-Norton.com

Matthew Norton & Associates

5855 E. Naples Plaza, Ste 112

Long Beach, California 90803

Telephone: (562) 433-3208

Facsimile: (562) 683-2726

Matthew F. Archbold (CA SBN 210369)

e-mail: matthew@yourlawborlawyers.com

DEASON & ARCHBOLD

17011 Beach Blvd., Suite 900

Huntington Beach, Ca 92647

Telephone: (949) 794-9560

Attorneys for Plaintiffs

LACEY HERNANDEZ AND

BRENDA MORALES