

ARBITRATION
Michael Russell, ARBITRATOR

KELVIN NASH, individually and on
behalf of all others similarly situated,

Claimant,

v.

SEPHORA USA, INC.

Respondent.

**DECLARATION OF OSSAI MIAZAD IN SUPPORT OF
CLAIMANT’S UNOPPOSED MOTION FOR FINAL APPROVAL**

I, Ossai Miazad, an attorney, hereby affirm as follows:

1. I am a partner at the firm of Outten & Golden LLP (“O&G”) in Washington, D.C., and a member of its Class Action Practice Group. O&G is a 60+ attorney firm based in New York City, with additional offices in San Francisco and Washington, D.C., that focuses on representing plaintiffs in a wide variety of employment matters, including individual and class action litigation that involve criminal history, discrimination, and wage and hour claims, as well as contract and severance negotiations.

2. I am one of the lead attorneys responsible for prosecuting Claimant’s claims.

3. I make this declaration in support of Claimant’s Unopposed Motion for Preliminary Settlement Approval. I have personal knowledge of the matters set forth herein and would so testify if called as a witness at trial.

Background and Experience.

4. I received a Juris Doctor degree from American University Washington College

of Law in 2004. Since joining O&G in 2007, I have exclusively represented plaintiffs in employment litigation and other employee rights matters, with a focus on representing employees in class action and impact litigation involving discrimination. I currently serve as plaintiffs' counsel in numerous major class action lawsuits involving challenges to the use of criminal history records for employment decisions. O&G is among the very few plaintiff-side firms that litigates "fair chance" hiring cases challenging employers' criminal history background check policies and practices.

5. I am the Co-Chair of O&G's Discrimination and Retaliation Practice Group. I have also served on the New York City Bar Association's Committee on Civil Rights, as a Co-Chair of the Subcommittee on USERRA for the American Bar Association's Labor and Employment Law Section, Fair Labor Standards Legislation Committee, and as a board member of the New York affiliate of the National Employment Lawyers Association ("NELA").

6. I have been appointed as Class Counsel in many cases, including *Gonzalez v. Pritzker*, No. 10 Civ. 3105 (S.D.N.Y.), a nationwide class action targeting the U.S. Census Bureau's criminal history screening process as having a racially disparate impact under Title VII of the Civil Rights Act of 1964 ("Title VII"). I have litigated or am litigating multiple other criminal history discrimination class actions, including *Ramos v. Walmart*, XXXX (D.N.J.) (Title VII disparate impact on behalf of Black applicants), *Times, et al. v. Target Corp.*, No 18. 2993 (S.D.N.Y.) (Title VII disparate impact action on behalf of Black and Latino applicants), *Kelly v. Brooklyn Events Ctr., LLC*, No. 17 Civ. 4600 (E.D.N.Y.) (FCRA and New York City Human Rights Law ("NYCHRL") criminal history discrimination claims), *Long v. Southeastern Pennsylvania Transportation Authority*, No. 16. Civ. 1991 (E.D. Pa.) (FCRA and

Pennsylvania Criminal History Record Information Act claims), *see also* 903 F.3d 312 (3d Cir. 2018) (substantially prevailing on appeal of dismissal of FCRA claims on standing grounds), *Keels v. Geo Group, Inc.*, No. 15 Civ. 6261 (E.D.N.Y.) (FCRA claims under Section 1681b(b)(3)); *Millien v. MSG Co.*, No. 17 Civ. 4000 (S.D.N.Y.) (FCRA and NYCHRL claims), *Pickett v. SIMOS Insourcing Solutions, Corp.*, No. 17 Civ. 1013 (N.D. Ill.) (FCRA claims under Section 1681b(b)(2) and (b)(3)), and *NAACP New York State Conference Metropolitan Council of Branches v. Philips Electronics North America Corporation*, Index No. 156382/2015 (Sup. Ct. N.Y. Cnty.) (NYCHRL criminal history discrimination claims).

7. In addition to my own experience as a class action litigator in employment disputes, four other attorneys from O&G have worked on this matter. Brief backgrounds for those attorneys are below:

- a. **Christopher M. McNerney** is a Partner and member of the firm's Class Action Practice Group, and has litigated many of the cases listed above with Ms. Miazad. He was named one of the 2017 Trial Lawyers of the Year by Public Justice. He has written, spoken and presented repeatedly on criminal history discrimination issues, including testifying before the New York City Counsel about proposed amendments to the New York City Fair Chance Act, and is a repeat contributor to *Collateral Consequences of Criminal Conviction Law, Policy and Practice*, a treatise on the law of criminal history discrimination (2018-19 ed.). He has been recognized by various other organizations/publications including as one of the 2021 Lawdragon 500 Leading Plaintiff Employment Lawyers. He is currently serving on the board of NELA-

NY. Prior to joining O&G in 2013, he graduated cum laude from New York University School of Law and clerked for the Honorable Sarah Netburn, a United States Magistrate Judge, in the Southern District of New York.

- b. **Rebecca L. Pattiz** was an Associate at O&G in New York and a member of the firm's Class Action Practice Group. Prior to joining the firm in March 2022, Ms. Pattiz was associated with Beldock Levine & Hoffman, where she litigated civil rights and employment discrimination matters. From 2019-2020, Ms. Pattiz clerked for the Honorable Sarah Netburn, of the U.S. District Court for the Southern District of New York. Ms. Pattiz received her J.D., cum laude, from New York University School of Law in 2018. Ms. Pattiz received her B.A., magna cum laude and Phi Beta Kappa, from Barnard College, Columbia University, in 2011.
- c. **Allison I. Aaronson** is an Associate at O&G in San Francisco and a member of the firm's Class Action and Individual Practice Groups. Prior to joining the firm in November 2025, Ms. Aaronson clerked for the Honorable Sidney R. Thomas of the Ninth Circuit Court of Appeals and the Honorable Sallie Kim of the U.S. District Court for the Northern District of California. Ms. Aaronson received her J.D. from Stanford Law School in 2023. Ms. Aaronson received her B.A., summa cum laude, from Tufts University in 2017.
- d. **Aaron Bryce Lee** is an Associate at O&G in New York and a member of the firm's Class action and Individual Practice Groups. Prior to

joining the firm in March 2026, Mr. Lee served as a Staff Attorney at Catholic Migration Services, litigating employment law cases and providing legal services to low-income and immigrant workers in New York City. Mr. Lee received his J.D. from Yale Law School in 2023 and his B.A. from the University of California, Berkeley, in 2019.

8. The attorneys at O&G are experienced, highly regarded members of the plaintiffs' employment bar with extensive expertise in the area of class actions and complex litigation involving employment law. Courts have repeatedly recognized O&G as qualified counsel for class actions. *See, e.g., Zamora v. Lyft, Inc.*, No. 16-cv-02558-VC, ECF No. 103 at 6 (N.D. Cal.) (appointing O&G class counsel and observing "Class Counsel have capably and effectively represented the Settlement Class Members' interests," and praising "their outstanding work on this case."); *Galeener v. Source*, No. 13-cv-4960, ECF No. 131 (N.D. Cal. Mar. 13, 2015) (O&G attorneys "have . . . extensive experience and expertise in prosecuting [] class actions and collective actions."); *Rabin v. PricewaterhouseCoopers LLP*, No. 16-cv-2276-JST (N.D. Cal.) (appointing O&G class counsel in nationwide age discrimination class action on behalf of applicants for introductory accountant positions; final approval of \$11,625,000 settlement with programmatic relief); *Borrego v. Raley's Family of Fine Stores*, 34-2015-00177687 (Sacramento Co. Super. Ct.) (O&G appointed class counsel in settlement of pregnancy discrimination class action for \$2.8 million for approximately 340 women in 2020); *del Toro Lopez v. Uber Technologies, Inc.*, No. 17-cv-06255-YGR (N.D. Cal.) (\$10 million settlement of gender and race discrimination class action on behalf of software engineers in 2018 in which O&G served as class counsel); *Onuoha v. Facebook, Inc.*, No. 16-cv-6440-EJD (N.D. Cal.) (settlement of discrimination claims on behalf of African American,

Latino, and Asian American Facebook users excluded from employment, housing, and credit ads provided to similarly situated white users); *Wynne v. McCormick & Schmick's Seafood Restaurants, Inc.*, No. 06 Civ. 3153 CW (N.D. Cal.) (\$2.1 million settlement of race discrimination class action on behalf of hourly restaurant workers in 2008); *Mayer v. Driver Sols., Inc.*, 10 Civ. 1939, 2012 WL 453234, at *2 (E.D. Pa. Feb. 13, 2012) (O&G attorneys “have significant experience in handling class actions and Title VII matters . . . and possess the resources necessary to bring this matter to successful completion”); *Times, et al., v. Target Corp.*, No 18 Civ. 2993, slip. op. at 8 (S.D.N.Y. Oct. 29, 2019) (O&G attorneys are “nationally recognized employment class action litigators”); *Kelly v. Brooklyn Events Ctr., LLC*, No. 17 Civ. 4600, 2019 WL 4316125, at *2 (E.D.N.Y. Sept. 10, 2019) (O&G attorneys are “experienced class action and employment lawyers with good reputations among the class action and employment bars and significant experience in litigating criminal history discrimination matters”); *Hall v. L-3 Communications Corp.*, No. 15 Civ. 231, 2019 WL 3845462, at *4 (E.D. Wash. Jan. 25, 2019) (“The attorneys involved in this case have litigated it expertly, and in their long experience in class action and labor work conclude this settlement is fair and reasonable.”); *Gonzalez v. Pritzker*, No. 10 Civ. 3105, 2016 WL 5395905, at *4 (S.D.N.Y. Sept. 20, 2016) (“Class Counsel are nationally recognized employment class action litigators . . . Outten & Golden’s resources played a significant role in Class Counsel’s ability to pursue this litigation without compensation over the past six years.”); *Pickett v. SIMOS Insourcing Solutions, Corp.*, No. 17 Civ. 1013 (N.D. Ill.) (appointing O&G as class counsel in Fair Credit Reporting Act settlement).

Factual and Procedural Background

Pre-Suit Investigation and Outreach

9. Before filing this lawsuit, Claimant's counsel conducted a thorough investigation into the merits of the potential claims and defenses. Claimant's counsel focused their investigation and legal research on the underlying merits of the claims, the damages available to Claimant and the putative Class, and the likelihood of class certification.

10. Counsel obtained and reviewed documents from Claimant and interviewed him in-depth.

11. On May 31, 2023, Kelvin Nash filed his charge of discrimination (the "Charge") with the U.S. Equal Employment Opportunity Commission (the "EEOC") to preserve his Title VII claim and the claims of those similarly situated, EEOC Charge Number 550-2023-02359. The EEOC dual-filed Claimant's charge with the California Civil Rights Department (CRD), and Claimant filed an amended charge with the CRD and EEOC on June 26, 2023. On June 27, 2023, the EEOC sent Claimant a Notice of Right to Sue.

12. In an effort to explore potential pre-litigation resolution of the claims, Claimant's counsel informed Sephora, by letter dated July 28, 2023, of the allegation that Sephora's policy and practice of denying job opportunities to individuals with convictions was not job-related and disparately impacted Black and Latino applicants and employees as compared to white applicants and employees, in violation of Title VII.

13. On September 22, 2023, the Parties entered into a tolling agreement that tolled the applicable statutes of limitations for similarly situated applicants or employees denied job opportunities because of their criminal histories by Sephora in the United States during the applicable limitations period.

14. The Parties agreed to participate in class-wide negotiations and attend a mediation with an experienced class-action mediator. After agreeing to participate in

mediation, the Parties engaged in an informal exchange of discovery. Sephora produced documents about its criminal background check policy and about Claimant's employment. In preparation for mediation, the Parties prepared and exchanged mediation statements. The mediation took place on September 6, 2024, facilitated by Martin F. Scheinman, an experienced and well-regarded mediator with a focus on labor and employment disputes. Although the parties did not reach an agreement, as a result of the mediation, Sephora agreed to share data relevant to ascertaining the class size and damages.

15. On May 21, 2025, the Parties participated in a second mediation facilitated by mediator Hunter R. Hughes III, who is also an experienced and well-regarded mediator with a focus on labor and employment disputes. Although the Parties did not resolve the dispute at mediation on that day, mediator Hughes made a mediator's proposal that both Parties accepted, subject to the Parties reaching agreement on all other material terms.

16. On August 4, 2025, the Parties finalized a term sheet. These terms were memorialized in the Settlement Agreement, which was fully executed on December 1, 2025. The Parties fully executed an amendment to the Settlement Agreement on January 15, 2026.

The Settlement

17. There are 189 Class Members.

18. The Parties selected ILYM Group, Inc., an experienced settlement administrator, to serve as Settlement Administrator.

19. After deducting attorneys' fees and expenses, the Service Award to Claimant, the Settlement Administrator's fees and expenses, and the Arbitrator fee from the Gross Settlement Fund, and assuming 100% participation, the Net Settlement Fund is \$473,355.03. This Settlement results in per class member value of approximately \$2,504.52.

20. The Settlement provides for certainty, and fair monetary awards for Class Members that track comparable matters.

21. Although Claimant's Counsel believes Claimant's case is strong, it is subject to risks and costs if the case is not settled.

22. Extensive discovery would be required before the Parties litigated the issues of liability and damages. This would include significant expert discovery (which would likely include statistical experts to assess Claimant's disparate impact allegations, and subject matter experts (e.g., Industrial Organizational Psychologists, Criminologists, Sociologists, etc.) to test the validity of the company's criminal history screen). After class certification and dispositive motion practice, fact-intensive trial would likely be necessary, delaying for many years.

23. While Claimant's Counsel believes that Claimant would ultimately establish Sephora's liability, which Sephora denies, litigation would require significant factual development. Class Counsel recently litigated to the eve of trial a Title VII disparate impact discrimination case that lasted almost thirteen years, and involved three appeals, 20 expert reports and submissions, the production of hundreds of thousands of documents and databases, and over 1,400 docket entries.

24. After trial, any judgment would likely be appealed, further extending the litigation.

25. Sephora's Counsel are experienced in class-action litigation, including over criminal history discrimination, and have substantial information to evaluate, negotiate, and make well-informed judgments about the adequacy of the Settlement. Indeed, Class Counsel has been at the forefront of developing this area of the law. In their opinion, the Settlement is fair, reasonable, and adequate.

26. Claimant is unaware of any other criminal history discrimination lawsuit

against Sephora.

Service Award

27. Claimant has taken significant action to protect and promote the interests of the Class and provided critical assistance in investigating and settling the case.

28. Claimant reviewed a proposed representation agreement and agreed to serve as class representative and consider the best interest of the Class.

29. He participated in pre-suit investigation by participating in multiple interviews with Class Counsel about Respondent's policies and practices, and by providing documents to support his claims and the claims of Class Members. Claimant also assisted in the drafting and filing charges with the EEOC and participated in the EEOC process.

30. When it came time to mediate, Claimant helped Class Counsel prepare mediation briefs and discussed strategy with Class Counsel, consistent with their roles as fiduciaries of the class. Finally, throughout the settlement process, Claimant remained engaged and reviewed the Settlement Agreement.

31. The risks to Claimant are particularly acute because initiating this case required Claimant to file a publicly available that he filed with the EEOC that referenced her criminal history, which was the very cause of his denial of employment with Respondent and may impact his eligibility for future employment.

32. The Service Award amounts to only 2.5% of the total recovery, which is well-within the range of reasonableness for approval.

Class Counsel's Attorneys' Fees and Costs

33. This Settlement will provide the Class with a guaranteed Class Fund of \$790,000. Class Counsel seeks one-third of the Class Fund for attorneys' fees (\$263,333.33)

plus out-of-pocket costs equal to \$20,911.64.

34. Class Counsel are experienced and nationally recognized for their expertise in litigating complex class actions, including criminal background check disparate impact cases like this one, and are justified in seeking compensation in the form of one-third of any potential settlement (plus costs) for their efforts.

35. Before agreeing to take on this matter, Class Counsel agreed with Claimant to request one-third of any (at that time uncertain) future recovery, plus costs.

36. Class Counsel's expenses were incidental and necessary to the representation of the Class and are in line with costs charged to individual clients who pay out of pocket. These include mediation costs, travel costs, printing and copying costs, electronic research, and postage/courier expenses.

Exhibits

1. Attached as **Exhibit 1** is a true and correct copy of the Settlement Agreement and Notice.

2. Attached as **Exhibit 2** is a true and correct copy of the Amendment to the Settlement Agreement.

3. Attached as **Exhibit 3** is a true and correct copy of Declaration of Makenna Snow of ILYM Group, Inc.

4. Attached as **Exhibit 4** is a true and correct copy of the Proposed Final Approval Order.

Dated: New York, New York
June 8, 2026

Respectfully submitted,

A handwritten signature in black ink, appearing to be a stylized name, possibly "A. L.", written over a horizontal line.

Ossai Miazad
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*Attorney for Claimant and the Proposed
Class*

Exhibit 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement Agreement”) is made and entered into by and among the Named Plaintiff Kelvin Nash (“Plaintiff”), individually and on behalf of the Settlement Class defined below, and Defendant Sephora USA, Inc. (“Defendant” or “Sephora” together with Plaintiff, the “Parties”).¹

I. RECITALS

A. On July 28, 2023, Class Counsel sent Sephora a letter informing it of purported class-wide Title VII claims and inviting pre-litigation discussions to explore the possibility of an early resolution of the claims (the “Action”).

B. After a series of exchanges, the Parties entered into a tolling agreement on September 22, 2023. The Parties then agreed to mediate with an experienced mediator, Martin F. Scheinmann, on September 6, 2024.

C. In preparation for the mediation, Sephora provided data and information to allow Plaintiff to engage in informed and good faith settlement discussions. Following a full day of mediation and subsequent communications with the mediator, the Parties were unable to reach an agreement.

D. The Parties continued to engage in good faith settlement negotiations in the following months and subsequently agreed to participate in a second mediation. On May 21, 2025, the Parties attended a second good faith, arms-length mediation facilitated by mediator Hunter R. Hughes III. Although the Parties did not resolve the dispute at mediation on that day, mediator Hughes made a mediator’s proposal that both Parties accepted, subject to the Parties reaching agreement on all other material terms.

E. Over the next eight weeks, the Parties worked diligently to negotiate the material terms of a settlement and finalize a term sheet memorializing the material terms of the Settlement.

F. On August 4, 2025, the Parties executed a term sheet regarding monetary and other material settlement terms.

G. The attorneys representing the Plaintiff and the putative Class Members are experienced in litigating class action claims of the type involved in the Action.

H. The Parties to this Agreement and their respective counsel of record, taking into account the risks, uncertainties, and delay involved in the Action, as well as other relevant considerations, have concluded that it is in the best interest of all Parties to compromise and fully and finally settle the Action in the manner and upon the terms and conditions hereinafter set forth.

¹ The Parties have used the terms “Plaintiff” or “Claimant” and “Defendant” or “Respondent” interchangeably in settlement negotiations thus far. Going forward, the Parties will use the titles of “Claimant” and “Respondent” in all papers filed with the Arbitrator.

The Parties to this Agreement intend that this Settlement will end and encompass all litigation and/or claims against Sephora that arise or relate to the Action.

I. The relief provided to the Plaintiff and Class Members and procedures for the distribution of relief provide a fair, speedy, and cost-effective settlement to the Class Members.

J. Class Counsel have analyzed and evaluated the merits of the claims asserted against Sephora and the impact of this Agreement on the Plaintiff and Class Members. Based upon Class Counsel's analysis and evaluation of a number of factors, including the substantial risks of litigation, including the possibility that if the Action is not settled now, future litigation may not result in a recovery, or might result in recovery that is less favorable and that would not occur for several years, Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and this Agreement is in the best interest of the Plaintiff and the Class Members.

II. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, as used in this Agreement, the following terms have the meanings stated below:

A. "Arbitration" means the arbitration to be commenced by Plaintiff for purposes of approving the Settlement.

B. "Arbitrator" means Michael Russell, Esq., or another arbitrator mutually agreed upon by the Parties.

C. "Arbitrator's Fees and Costs" means all amounts fees incurred by the Arbitrator and costs owed to the Arbitrator or the arbitration administrator with respect to the Arbitration initiated for purposes of approving of the settlement.

D. "Attorneys' Fees and Costs" means such funds as may be awarded by the Arbitrator to Class Counsel to compensate them for their fees. Class Counsel will request, and Sephora will not oppose, that the Arbitrator approve an award in the amount of one-third of the Gross Settlement Fund, and actual costs incurred in connection with the Action.

E. "Check Cashing Deadline" means the one hundred twenty (120) day period beginning on the day the Settlement Administrator sends the Settlement Checks to Class Members, or ninety (90) Days from the day of remailing, provided there are no remailings after the ninetieth (90th) Day.

F. "Claim Bar Date" means the last day of the thirty (30) day Acceptance Period in which a Class Member may timely opt-out or object to the Settlement.

G. "Class Counsel" or "Plaintiff's Counsel" means Outten & Golden, LLP ("O&G").

H. "Class List" means the list of 193 individuals identified as belonging to the Settlement Class, including Plaintiff. The list shall contain the names, last known addresses, last

known e-mail addresses, last known telephone numbers, and social security numbers of all Class Members, to the extent available.

I. “Class Members” means Black and Latino applicants and employees with criminal convictions who worked or applied to work at a Sephora Distribution Center and who, according to Sephora’s records, were disqualified from employment or continued employment, following the results of Sephora’s background check process, between December 2, 2022, and June 30, 2025. Based on Sephora’s representation, there are 193 Class Members through June 30, 2025.

J. “Class Notices” mean the notices described in this Agreement in Section V.D., attached as **Exhibit A** and **Exhibit B**, to be provided to Class Members by e-mail (or U.S. mail, if necessary), which will notify Class Members about, among other things, their rights to opt out and object to the Settlement, the Released Claims, the preliminary approval of the Settlement, and the scheduling of the Final Approval Hearing.

K. “Class Period” means December 2, 2022, through June 30, 2025.

L. “Counsel for Defendant” means Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

M. “*Cy Pres* Recipient” means Legal Aid at Work.

N. “Days” or “days” refer to calendar days unless specifically indicated as business days (excluding federal holidays).

O. “Effective Date” means the thirty-first (31st) day after the last of the following dates:

- a. All Parties have executed this Agreement; and
- b. The Arbitrator has entered, without material change, the Final Approval Order.

P. “Final Approval Hearing” means the discretionary hearing during which the Arbitrator considers the Parties’ request to enter the Final Approval Order granting final approval of the Settlement and to determine the amount of fees, costs, and expenses awarded to Class Counsel and the amount of the Service Award to the Plaintiff. If no objections to the settlement are filed with the Arbitrator, the Parties will ask the Arbitrator to cancel the Final Approval Hearing, and the Arbitrator may do so at his discretion.

Q. “Final Approval Order” means the order and judgment that the Arbitrator enters upon finally approving the Settlement, the proposed form of which is attached hereto as **Exhibit D**.

R. “Gross Settlement Fund” means Seven Hundred Ninety Thousand Dollars and Zero Cents (\$790,000.00). The Gross Settlement Fund provides payments to Class Members to resolve their alleged claims; a Service Award to Named Plaintiff Kelvin Nash; Attorneys’ Fees and Costs; Notice and Administrative Costs; and the Arbitrator’s Fees and Costs. Employer payroll taxes shall be paid separately by Sephora and do not come out of the Gross Settlement Fund.

S. “Net Settlement Fund” means the amount remaining after deducting the Service Award to Plaintiff Kelvin Nash; Attorneys’ Fees and Costs; Notice and Administrative Costs; and the Arbitrator’s Fees and Costs.

T. “Notice and Administrative Costs” means all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the settlement, including all reasonable and authorized costs and expenses of disseminating and publishing the Class Notices in accordance with this Settlement.

U. “Notice Deadline” means thirty (30) days following the entry of the Preliminary Approval Order.

V. “Objector” means an individual who properly and timely files an objection to this Agreement but does not include any individual who opts out of this Agreement.

W. “Opt-Out and Objection Deadline” shall be set thirty (30) days from the date the Notice is sent to Class Members.

X. “Participating Class Members” means Class Members who do not opt-out of the Settlement.

Y. “Preliminary Approval Order” means the order that the Arbitrator enters upon preliminarily approving the Settlement, the proposed form of which is attached hereto as **Exhibit C**. “Preliminary Approval” occurs on the date that the Arbitrator enters the Preliminary Approval Order.

Z. “Release” or “Releases” means the releases of all Released Claims against the Released Persons, as provided for in Section VI of this Agreement.

AA. “Released Claims” refers to the Plaintiff’s and Class Members’ Released Claims as set forth in Section VI of this Agreement.

BB. “Released Parties” means Sephora USA, Inc., its parent companies, and their subsidiaries, divisions, affiliates, related companies, predecessors, successors, partners, members, directors, officers, trustees, current and former employees, independent contractors, consultants, stockholders, owners, attorneys, agents, benefit plans, subrogees, insurers, reinsurers, representatives and assigns, whether alleged to have acted in their official capacities or personally.

CC. “Reminder” means the Arbitrator-approved reminder to be sent by the Settlement Administrator thirty (30) days before the Check Cashing Deadline via e-mail (or U.S. mail, if necessary) to Class Members who have not cashed their checks, reminding them to cash their Settlement Checks. The proposed form is attached hereto as **Exhibits E & F**.

DD. “Service Award” means a service award that Plaintiff shall receive as compensation for his time and effort undertaken in this settlement totaling twenty thousand dollars (\$20,000.00).

EE. “Settlement” means the settlement which the Parties have entered to resolve all Released Claims and all other claims asserted in the Action by or on behalf of the Class Members. The terms of the Settlement are set forth in this Agreement and the attached exhibits, which are incorporated by reference herein.

FF. “Settlement Administrator” means the third-party settlement administrator agreed upon by the Parties.

GG. “Settlement Class” means all Class Members who do not opt-out of the Settlement.

HH. “Settlement Check” means the monetary payments to be made to the Plaintiff and the Settlement Class as set forth in Section III.E of this Agreement.

II. “Settlement Effective Date” means the date on which the Arbitrator issues a Final Approval Order (as defined above).

JJ. “Settlement Website” means the Internet website created by the Settlement Administrator, and subject to approval by the Parties, to provide information about the Settlement.

III. PROGRAMMATIC RELIEF

A. In addition to paying the settlement fund, Sephora affirms that it will not bar Class Members from reapplying to work at Sephora.

IV. SETTLEMENT APPROVAL

A. Preliminary Approval.

1. On or before twenty (20) days following selection of the Arbitrator and filing of the Arbitration, or by such other date as agreed upon by the Parties and approved by the Arbitrator, Claimant will move the Arbitrator for entry of the Preliminary Approval Order, which shall specifically include provisions that: (a) preliminarily approve the Settlement reflected herein as fair, adequate, and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for settlement purposes only; (c) approve the forms of Class Notice and find that the notice procedure constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, by the Notice Deadline; (e) establish a procedure for Class Members to object to the Settlement or exclude themselves from the Settlement Class; (f) set a deadline thirty (30) days after the Notice Deadline, after which no one shall be allowed to object to the Settlement or exclude him or herself from the Settlement Class or seek to intervene (the “Opt-Out and Objection Deadline”); (g) establish a deadline for Class Counsel to move the Arbitrator for final approval of the Settlement, as well as an award of attorneys’ fees and costs to be paid to Class Counsel and for the service award to be

paid to Plaintiff; and (h) schedule a hearing to consider Final Approval of the Settlement, which shall be scheduled no earlier than twenty (20) days after the Opt-Out and Objection Deadline.

B. Right to Opt-Out. All Class Members will have the right to be excluded from (*i.e.*, to “opt out” of) the Settlement Class. On or before the Opt-Out and Objection Deadline, each Class Member who elects to opt out of the Settlement must send, by e-mail or First-Class U.S. Mail, written notice to the Settlement Administrator indicating their name and address and clearly stating that they desire to opt-out of the settlement and otherwise do not want to participate in the Settlement (for example, by stating “I opt out of the Sephora criminal history class action settlement”). Any Class Member who timely and validly opts out waives the right to object to the Settlement. Any Class Member who does not timely (as measured by the postmark on that individual’s written notice or the date of the email) opt out of the Settlement by written notice correctly directed to the Settlement Administrator and containing the requisite information shall become a Settlement Class Member and, upon Final Approval of the Settlement, will be bound by the release of claims approved by the Arbitrator and will be eligible to receive payment pursuant to the allocation formula described herein. In no event shall Class Members be allowed to opt-out of the Settlement as a group or on behalf of more than one Class Member, and any such provision shall not be considered a valid opt out.

C. Objections. Any Class Member may appear at the Final Approval Hearing to object to the proposed Settlement and/or to the application of Class Counsel for an award of Attorneys’ Fees and Costs and/or a Service Award, but only if the Class Member has first filed a written objection with the Arbitrator, in accordance with the requirements set forth below, by the Opt-Out and Objection Deadline. Any Class Member who does not provide a written objection in the manner described in this Section shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the award of any Attorneys’ Fees and Costs and/or Service Award. To be heard at the Final Approval Hearing, the Class Member must make any objection in writing and file it with the Arbitrator by the Opt-Out and Objection Deadline. The objection must also be mailed to each of the following, postmarked no later than the last day to file the objection: (a) Class Counsel – Christopher M. McNerney, Outten & Golden LLP, 685 Third Avenue, 25th Floor, New York, NY 10017, and (b) Sephora’s Counsel – Matthew P. Gizzo, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 599 Lexington Avenue, 17th Floor, New York, NY 10022. An objection must: (a) attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Class Member; (b) include a statement of such Class Member’s specific objections; (c) state the grounds for objection, including that the objector is objecting to the Settlement, as well as identify any documents which such objector desires the Arbitrator to consider; and (d) if the Class Member is represented by an attorney, list the attorney representative and list all other cases in which the Class Member has filed an objection.

D. Final Approval.

1. Following expiration of the Opt-Out and Objection Period, Plaintiff shall request that the Arbitrator enter the Final Approval Order which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable, and adequate to the Settlement Class; (b) find that the Class Notice as given was the best notice practicable under the

circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (c) approve the plan of distribution for the Gross Settlement Fund and any interest accrued thereon; (d) finally certify the Settlement Class; (e) confirm that the Releasing Parties have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; and (f) dismiss the Action and the Arbitration with prejudice, but maintain jurisdiction to enforce the terms of the Settlement, without costs to any Party, except as provided in this Agreement.

2. If the Settlement is not granted Final Approval, or this Agreement is otherwise terminated or rendered null and void, the certification of the above-described Settlement Class shall be automatically vacated and shall not constitute evidence or a determination that the requirements for certification of a class for Settlement or trial purposes in this or any other action can or have been satisfied; in such circumstances, Sephora reserves and shall have all rights to assert any and all defenses, and to challenge certification of the Settlement Class or any other class for trial or any other purpose in the Action, or in any other action, on all available grounds as if no Settlement Class had been certified.

E. Hearing on the Proposed Settlement. Through the final approval papers, the Parties shall jointly request the Arbitrator to enter a Final Approval Order and Judgment, which among other things:

1. Approves, without material modification, the proposed Settlement, pursuant to the terms of this Agreement.

2. Finds that the terms of this Agreement are fair, reasonable, and adequate to the Settlement Class.

3. Provides that each member of the Settlement Class shall be bound by this Agreement, including the Releases contained herein.

4. Finds that the sending of the Class Notices via e-mail (or mail, if necessary) in the form attached as Exhibits A and B, and the other means of notice required by this Agreement satisfy the requirements of C.P.L.R. Article 9 and the requirements of due process.

5. Dismisses all claims in the Action and the Arbitration with prejudice.

6. Retains jurisdiction over the implementation and enforcement of the terms of the Settlement Agreement and the Parties to the Settlement Agreement.

V. SETTLEMENT CONSIDERATION

A. The Qualified Settlement Fund. Within fourteen (14) business days of the Final Approval Order, Defendant agrees to pay Seven Hundred Ninety Thousand Dollars and Zero Cents (\$790,000.00) into a Qualified Settlement Fund maintained by the Settlement Administrator to establish the Gross Settlement Fund. The Settlement Administrator shall maintain the Gross Settlement Fund in a segregated account at a financial institution with more than \$10 billion in

assets in an account or accounts insured by an agency or agencies of the United States Government, with insurance that exceeds the amounts deposited. The Gross Settlement Fund provides payments to: (i) Class Members to resolve the claims in the Action; (ii) Plaintiff in the form of a Service Award; (iii) the Settlement Administrator for Notice and Administrative Costs; (iv) the Arbitrator for the Arbitrator's Fees and Costs associated with the Arbitration; and (v) Class Counsel's Attorneys' Fees and Costs. Employer payroll taxes shall be paid separately by Sephora and do not come out of the Gross Settlement Fund.

B. Attorneys' Fees and Costs. In the petition for Final Approval, Class Counsel will petition the Arbitrator for an award of attorneys' fees of no more than one-third of the Gross Settlement Fund, and, in addition, for reimbursement of their actual out-of-pocket costs and expenses to be paid from the Gross Settlement Fund. Defendant will not oppose this application. The final amount of any fees and costs shall be determined by the Arbitrator. Any amount not approved by the Arbitrator shall become part of the Net Settlement Fund.

C. Service Award to Named Plaintiff. In return for the services rendered on behalf of the Class Members, Plaintiff will apply to the Arbitrator to receive twenty thousand dollars (\$20,000.00) as a one-time Service Award from the Gross Settlement Fund. Defendant will not oppose this application. The final amount of any Service Award shall be determined by the Arbitrator. Any amount not approved by the Arbitrator shall become part of the Net Settlement Fund.

VI. SETTLEMENT ADMINISTRATION AND TERMINATION

A. Retention of Settlement Administrator. The Settlement Administrator will be mutually selected after a competitive bid process. Approval of a Settlement Administrator will not be unreasonably withheld. The Settlement Administrator shall administer the Settlement in accordance with its terms and objectives. Notice and Administrative Costs shall be paid from the Gross Settlement Fund.

B. Duties of the Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described herein, and perform other functions assigned to the Settlement Administrator elsewhere in this Agreement, including, but not limited to: (1) providing the Notice, as described herein and approved by the Arbitrator; (2) obtaining from Sephora on a confidential basis, the Class List; (3) before mailing notice, updating the addresses received through the National Change of Address database for the purpose of providing the Notice and later mailing Settlement Awards; (4) establishing and maintaining a Qualified Settlement Fund ("QSF"); (5) establishing and maintaining Post Office box for requests for exclusion from the Settlement Class; (6) processing all objections and requests for exclusion from persons in the Settlement Class; (7) providing monthly reports and a final report to Class Counsel and Sephora's Counsel that summarizes the number of requests for exclusion received that period, any objections received, the total number of exclusion requests or objections received to date and other pertinent information; (8) creating a non-public Settlement Website (that must be accessed through a password), subject to the Parties approval, to provide information about the Settlement, (9) in advance of the Final Approval Hearing, preparing an affidavit to submit to the Arbitrator that verifies that the notice procedure directed by the Arbitrator has been effectuated, and identifies each person in the Settlement Class who timely and properly requested exclusion from the

Settlement Class and providing copies of any valid objections; and (10) facilitating and processing the payment from the Settlement Fund.

C. Class List. Sephora will provide to the Settlement Administrator the Class List within fourteen (14) days of the issuance of the Preliminary Approval Order. The Class List, and any portion thereof, shall not be disclosed to anyone other than the Settlement Administrator and Plaintiffs' counsel (and the version of the list provided to Plaintiffs' Counsel shall not include last known telephone numbers and social security number fields). Class Notices will be served by the Settlement Administrator on the Class Members initially via e-mail and, if necessary, via U.S. Mail using the Class Member's last known mailing address. The Settlement Administrator shall run a skip trace to obtain the correct address of Class Members for whom the Class Notice is returned by the United States Postal Service as undeliverable. Any Class Notices returned undeliverable shall be traced once by the Settlement Administrator to obtain a new address and re-mailed by U.S. Mail. If the skip trace for a returned Class Notice is unsuccessful, the Class Member's mailing address will be considered unobtainable. The Settlement Administrator will consult with the Parties on latest innovations to ensure notice and successful execution of the settlement process with the goal of Class Members receiving the benefit of the Settlement. Class Notices will provide information on how to provide the Settlement Administrator with updated contact information.

D. Class Notice. Class Notice shall be substantially in the form attached hereto as Exhibit A, notwithstanding nonsubstantive and formatting changes that may be made as required without further approval of the Arbitrator. The Notice will be a summary of the Settlement and shall include the payment date for non-excluded Class Members, as well as the procedure for objections or opt-outs.

E. Settlement Payments.

1. Payments. Each Class Member will be entitled to a settlement payment. These awards will be payable as a cash award, as described below.

2. Claims-Paid Basis. Settlement Awards shall be made on a pro rata basis to eligible Class Members who do not opt-out of the Settlement.

F. Calculation of the Total Settlement Award. Prior to the mailing of any Settlement Check to Class Members, the Settlement Administrator shall calculate the Total Settlement Award to all Class Members by dividing the Net Settlement Fund by the number of Participating Class Members.

G. Distribution of Settlement Payments. Within seven (7) days of the Settlement Effective Date, the Settlement Administrator will issue Settlement Checks for all Participating Class Members. Fifty percent (50%) of these payments will be allocated as wages (to be reported on an IRS Form W-2) and fifty percent (50%) as non-wage payments (to be reported on an IRS Form 1099). The Settlement Administrator will perform re-mailing, as necessary; all costs of such work will be considered a part of the Notice and Administrative Costs.

H. Uncashed Checks and *Cy Pres.* Settlement Checks will become void one hundred and twenty (120) days after issuance. Should any checks be returned as undeliverable, uncashed after the check cashing deadline, and/or there is otherwise any money in the Gross Settlement Fund that is unsuccessfully disbursed, the remaining money will be (1) redistributed to Class Members who cashed their checks if economically feasible (in the judgment of the Settlement Administrator); and (2) if not economically feasible or if funds remain after this redistribution, any remaining funds will be transferred by the Settlement Administrator to Legal Aid at Work in a manner to be determined by the Parties.

I. Payment to Class Counsel. Within seven (7) days of the Settlement Effective Date, the Settlement Administrator will pay, or cause to be paid, by wire transfer any approved Attorneys' Fees and Costs to Class Counsel subject to Section V.B. of this Agreement. Class Counsel shall provide to the Settlement Administrator a Form W-9 with a tax identification number prior to this payment. To the extent required, the Settlement Administrator will issue an IRS Form 1099 with respect to this payment.

J. Payment of the Service Award to the Named Plaintiff. Within seven (7) days of the Settlement Effective Date, the Settlement Administrator will issue a check to the Named Plaintiff for any approved Service Award. The Service Award approved by the Arbitrator will be classified as non-wage compensation (reportable on a Form 1099) and the Named Plaintiff will be solely responsible for paying any applicable taxes owed on this payment. The Settlement Administrator will issue the Named Plaintiff an IRS Form 1099 for this payment.

K. Reminder Notice. Settlement Checks issued pursuant to this Agreement shall expire on the Check Cashing Deadline. If a Settlement Check has not been cashed by any Class Member thirty (30) days before the Check Cashing Deadline, the Settlement Administrator shall send an email (or, if necessary, mail either a letter or postcard) to the Class Member inquiring whether they received the Settlement Check and reminding them of the expiration of the deadline to cash the check. The Settlement Administrator shall simultaneously provide Plaintiff's Counsel and Counsel for Defendant with a list of the names and contact information for all Class Members who have not cashed a Settlement Check.

L. Return of Qualified Settlement Fund in the Event of Termination. In the event that the Settlement is not approved, or is terminated, canceled, or fails to become effective for any reason, including, but not limited to, the reasons outlined in Section IV.D.2., the money remaining in the Qualified Settlement Fund (including accrued interest thereon), less Notice and Administrative Costs, Arbitrator Fees and Costs, and taxes incurred or due and owing and payable from the Qualified Settlement Fund in accordance with this Agreement, shall be returned to Sephora within fourteen (14) days of the event that causes the Agreement to not become effective.

VII. RELEASE OF CLAIMS

A. Class Members' Released Claims. Upon Final Approval of the Settlement, and except as to such rights or claims as may be created by the Settlement, Class Members shall fully release and discharge Defendant, its parent companies, and their subsidiaries, divisions, affiliates, related companies, predecessors, successors, partners, members, directors, officers, trustees, current and former employees, independent contractors, consultants, stockholders, owners,

attorneys, agents, benefit plans, subrogees, insurers, reinsurers, representatives and assigns, whether alleged to have acted in their official capacities or personally (collectively, the “Released Parties”), from any and all claims, demands, causes of action, and liabilities, known and unknown, under Title VII and any other employment discrimination laws or laws associated with a criminal background check or application for employment, including any federal, state, or local statutory claims or common law claims, that Class Members had or may have through June 30, 2025, arising from or relating to a denial of employment by Sephora in connection with a criminal history background check.

B. Plaintiff’s Released Claims. Upon final approval of the settlement, Plaintiff shall fully release and discharge Defendant, its parent companies, and their subsidiaries, divisions, affiliates, related companies, predecessors, successors, partners, members, directors, officers, trustees, current and former employees, independent contractors, consultants, owners, attorneys, agents, benefit plans, subrogees, insurers, reinsurers, representatives and assigns, whether alleged to have acted in their official capacities or personally (collectively, the “Released Parties”), from any and all claims, demands, causes of action, and liabilities, known and unknown, that he had or may have through June 30, 2025, to the fullest extent permitted by law.

VIII. NON-ADMISSION OF LIABILITY AND CONFIDENTIALITY

A. No Admission of Liability; No Waiver. Neither this Settlement Agreement nor the Term Sheet between the Parties shall constitute an admission on behalf of Defendant of any form of liability or the accuracy or validity of any allegations and claims made by Plaintiff or Class Members in the Action. Defendant denies the material allegations in the Action. Neither the fact of settlement, nor settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by Defendant, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by Defendant in any proceeding.

B. Confidentiality. The Parties and their counsel, including Plaintiff’s Counsel, agree to keep all terms, discussions, and negotiations confidential. The settlement will not be disclosed but for submission of the settlement approval. Specifically, the Parties and their counsel, including Plaintiff’s Counsel, agree not to discuss the settlement or the Action with the media, and shall not issue any press releases, hold a press conference, or publish information about the settlement on any website or social media platform, or otherwise publicize the settlement. Plaintiff and Plaintiff’s Counsel agree not to respond to any media inquiries beyond stating that the parties resolved this dispute.

IX. MISCELLANEOUS PROVISIONS

A. Choice of Law. This Agreement will be interpreted, enforced, and governed by and under the laws of the State of California without regard to its conflict of law principles.

B. Best Reasonable Efforts and Full Cooperation. The Parties agree to fully cooperate with one another to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such other actions as may be reasonably necessary to implement the terms of the Settlement. The Parties to this Agreement will use their best reasonable efforts,

including all efforts contemplated by this Agreement and any other efforts that may become necessary or ordered by the Arbitrator, or otherwise, to effectuate this Agreement and the terms set forth in it.

C. Entire Agreement. This Agreement constitutes the full and entire agreement among the Parties with regard to the subject matter and supersedes all prior representations, agreements, promises, or warranties, written, oral, or otherwise. No Party shall be liable or bound to any other Party for any prior representation, agreement, promise, or warranty, oral or otherwise, except for those that are set forth in or attached to this Agreement.

D. Binding. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

E. No Prior Assignments. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of liability, claim, demand, action, cause of action, or rights released or discharged in the Settlement except as set forth in this Agreement.

F. Construction. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, arms-length negotiations between the Parties and that this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or the Party's Counsel participated in the drafting of this Agreement.

G. Construction of Captions and Interpretations. Paragraphs, titles, captions, or headings in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or any provision in it. Each term of this Agreement is contractual and is not merely a recital.

H. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Agreement, which will be binding upon and effective as to all Parties, subject to the Arbitrator's approval.

I. Authority. The signatories below represent that they are fully authorized to enter into this Agreement and to bind the Parties and the Class Members.

X. EXECUTION

The undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all the undersigned, subject to the terms of this Agreement.

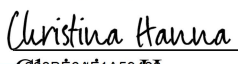
KELVIN NASH



Plaintiff and Class Representative

12/01/2025
DATE

SEPHORA USA, INC.

DocuSigned by:


Christina Hanna
Senior Counsel, Employment & Labor

12/1/2025
DATE

Exhibit A

E-mail Notice

Subject: OFFICIAL NOTICE OF CLASS ACTION SETTLEMENT

Body of Email:

Class Action Notice

Do you self-identify as Black or Latinx and were you denied employment or terminated by Sephora after a background check revealed your criminal conviction history?

There is a settlement of a lawsuit.

You may be entitled to approximately \$[amount].

To be part of this settlement, you should:

Read this notice.

Decide what action to take, if any.

If you take no action, you will still be bound by the settlement, and your rights will be affected.

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About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Nash v. Sephora* brought on behalf of persons who (a) self-identify as Black or Latinx; (b) received an offer for a position at a Distribution Center or were conditionally hired by Sephora, and (c) were rejected or terminated from employment after a background check revealed a criminal conviction history. **You received this notice because you may be a member of the group of people affected, called the “class.”** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

1.

Options	More information about each option
Do Nothing	Receive a settlement payment of approximately \$[amount]. Give up rights resolved by settlement.
Opt Out	Get no payment. Allows you to bring another lawsuit against Sephora about the same issues.
Object	Tell the Arbitrator why you don't like the settlement.

2.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: [date]

Final approval hearing: [date]

Learning About the Lawsuit

What is this lawsuit about?

An individual who applied to a position at one of Sephora's Distribution Centers and was denied employment filed an action against Sephora, alleging that Sephora's background check policies and procedures violate federal anti-discrimination laws due to an allegedly unlawful disparate impact on Black and Latinx applicants and employees.

Sephora denies that its background check policies and procedures have had a disparate impact on Black and Latinx applicants or employees (or any other protected classes) and denies any wrongdoing whatsoever.

Why is there a settlement in this lawsuit?

The parties agreed to settle, which means they have reached an agreement to resolve the action. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of the individual who brought the case and all members of the settlement class. The Arbitrator has not decided this case in favor of either side.

What happens next in this lawsuit?

The Arbitrator may hold a Final Approval hearing to decide whether to approve the settlement. If held, the hearing will be held remotely at [time] on [date].

The Arbitrator has directed the parties to send you this notice about the

proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Arbitrator must give final approval to the settlement before it can take effect.

Payments will only be made if the Arbitrator approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Arbitrator for permission to speak and express your opinion about the settlement. To attend the Final Approval hearing, you must advise the Settlement Administrator in writing by [date]. If the Arbitrator does not approve the settlement or the parties decide to terminate the settlement, it will be void.

The hearing may be moved (or canceled at the Arbitrator's discretion) without further notice to individuals. To learn more and confirm the Final Approval hearing date, please contact the Settlement Administrator using the contact information provided below.

Learning About the Settlement

What does the settlement provide?

Sephora has agreed to pay \$790,000 into a settlement fund. This money will be divided among the class members and will also be used to pay for costs and fees approved by the Arbitrator, including the class counsel's costs and fees, the costs and fees associated with the arbitration and administering this settlement, and a monetary award to the individual who brought the lawsuit. Thereafter, the amount remaining in the settlement fund will be split pro rata among all participating individuals. Members of the settlement class will "release" their claims as part of the settlement, which means they cannot sue Sephora for the same issues in this lawsuit. If you have questions about the full terms of the release, please contact Class Counsel using the contact information provided below.

The settlement also provides \$20,000 for the individual who brought this lawsuit, Kelvin Nash, to compensate him for his work on the case.

If there is money left over after checks are mailed to settlement class members, and any redistribution, it will be donated to Legal Aid at Work.

How do I know if I am part of this settlement?

If you (a) self-identify as Black or Latinx; (b) received an offer for a position at a Distribution Center or were conditionally hired by Sephora; and (c) were rejected from employment or terminated after a background check revealed a criminal conviction history during the relevant time period covered by this settlement, you are part of this settlement.

If you are unsure of whether you are part of this settlement, contact the Settlement Administrator at [email] or [phone number].

How much will my payment be?

Your payment amount will be equal to a pro rata share of the remainder of the settlement fund, after deductions for the Service Award, the costs and fees associated with the arbitration and settlement administration, and class counsel's fees and costs, as discussed below.

Deciding What to Do

How do I weigh my options?

You have three options. You can do nothing and receive a check, you can opt out of the settlement, or you can object to the settlement. This chart shows the effects of each option:

	Do Nothing	Opt Out	Object
Can I receive settlement money if I ...	YES	NO	YES
Am I bound by the terms of this lawsuit if I ...	YES	NO	YES
Can I pursue my own case if I ...	NO	YES	NO
Will the class lawyers represent me if I ...	YES	NO	NO

Settlement Check

How do I get a payment if I am a class member?

If you wish to receive money, you do not have to do anything. If the Arbitrator approves the settlement, you will be sent a check of \$[amount], subject to applicable taxes and withholdings.

Do I have a lawyer in this lawsuit?

In a class action, the court or arbitrator appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Arbitrator has appointed the following individuals and lawyers.

Your lawyers: Ossai Miazad, Christopher M. McNerney, and Zarka Shabir DSouza with Outten & Golden LLP. These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the settlement fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Arbitrator approve a payment of up to \$263,333.33 in attorneys' fees plus the reimbursement of out-of-pocket expenses.

Lawyers' fees and expenses will only be awarded if approved by the Arbitrator as fair and reasonable. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Arbitrator to approve a payment of \$20,000 to the individual who brought the case (the Class Representative) for the time and effort he contributed to the case. If approved by the Arbitrator, the Service Award will be paid from the settlement fund.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case.

How do I opt out?

To opt out of the settlement, you must mail a written, signed statement by [date] to the Settlement Administrator at:

3.

[Settlement Administrator]
[Street address]
[City, State, Zip Code]
[Phone Number]

4.

To be effective, the opt-out statement must indicate your intention to opt-out of the settlement, such as "I opt out of the Sephora criminal history class action matter" and be received or postmarked by [date]. You must include your name, address, telephone number, and signature.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement but don't want to opt out, you may object. You cannot object if you elect to opt out of the settlement.

The Arbitrator will consider your views. The Arbitrator can only approve or

deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a written letter to the Settlement Administrator that: is postmarked by [date]; includes your full name, address and telephone number, and email address (if you have one); attach documents establishing, or provide information sufficient to allow the Parties to confirm that you are a Class Member; include a statement of your specific objections; state the grounds for objection, including that you are objecting to the Settlement, as well as identify any documents which you desire the Arbitrator to consider; and if you are represented by an attorney, list the name of your attorney and all other cases in which you have filed an objection.

Mail the letter to:

[Settlement Administrator]
[Street address]
[City, State, Zip Code]
[Phone Number]

Christopher M. McNerney
Outten & Golden LLP
685 Third Avenue
25th Floor, New York, NY 10017

Matthew P. Gizzo
Ogletree, Deakins, Nash, Smoak
& Stewart, P.C.
599 Lexington Avenue, 17th
Floor
New York, NY 10022

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. To get a copy of the settlement agreement or get answers to your questions:

contact your lawyer (information below)

contact the settlement administrator (information below)

visit the Settlement Website at [www.\[URL\].com](http://www.[URL].com)

5.

Resource	Contact Information
Settlement Administrator	[Settlement Administrator] [Street address] [City, State, Zip Code] [Phone Number] [Email Address]
Your Lawyers	Ossai Miazad Outten & Golden LLP 1225 New York Ave NW Suite 1200B, Washington, DC 20005 646-825-9817 Email: sephora@outtengolden.com Christopher M. McNerney Zarka Shabir DSouza Outten & Golden LLP 685 3rd Ave 25th Floor New York, NY 10017 347-390-2165 Email: sephora@outtengolden.com

Exhibit B

Mail Notice

Class Action Notice

Do you self-identify as Black or Latinx and were you denied employment or terminated by Sephora after a background check revealed your criminal conviction history?

There is a settlement of a lawsuit.

You may be entitled to approximately \$[amount].

To be part of this settlement, you should:

Read this notice.

Decide what action to take, if any.

If you take no action, you will still be bound by the settlement, and your rights will be affected.

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About This Notice

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This notice is to tell you about the settlement of a class action lawsuit, *Nash v. Sephora* brought on behalf of persons who (a) self-identify as Black or Latinx; (b) received an offer for a position at a Distribution Center or were conditionally hired by Sephora, and (c) were rejected or terminated from employment after a background check revealed a criminal conviction history. **You received this notice because you may be a member of the group of people affected, called the “class.”** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

6.

Options	More information about each option
Do Nothing	Receive a settlement payment of approximately \$[amount]. Give up rights resolved by settlement.
Opt Out	Get no payment. Allows you to bring another lawsuit against Sephora about the same issues.
Object	Tell the Arbitrator why you don't like the settlement.

7.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: [date]

Final approval hearing: [date]

Learning About the Lawsuit

What is this lawsuit about?

An individual who applied to a position at one of Sephora's Distribution Centers and was denied employment filed an action against Sephora, alleging that Sephora's background check policies and procedures violate federal anti-discrimination laws due to an allegedly unlawful disparate impact on Black and Latinx applicants and employees.

Sephora denies that its background check policies and procedures have had a disparate impact on Black and Latinx applicants or employees (or any other protected classes) and denies any wrongdoing whatsoever.

Why is there a settlement in this lawsuit?

The parties agreed to settle, which means they have reached an agreement to resolve the action. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of the individual who brought the case and all members of the settlement class. The Arbitrator has not decided this case in favor of either side.

What happens next in this lawsuit?

The Arbitrator may hold a Final Approval hearing to decide whether to approve the settlement. If held, the hearing will be held remotely at [time] on [date].

The Arbitrator has directed the parties to send you this notice about the

proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Arbitrator must give final approval to the settlement before it can take effect.

Payments will only be made if the Arbitrator approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Arbitrator for permission to speak and express your opinion about the settlement. To attend the Final Approval hearing, you must advise the Settlement Administrator in writing by [date]. If the Arbitrator does not approve the settlement or the parties decide to terminate the settlement, it will be void.

The hearing may be moved (or canceled at the Arbitrator's discretion) without further notice to individuals. To learn more and confirm the Final Approval hearing date, please contact the Settlement Administrator using the contact information provided below.

Learning About the Settlement

What does the settlement provide?

Sephora has agreed to pay \$790,000 into a settlement fund. This money will be divided among the class members and will also be used to pay for costs and fees approved by the Arbitrator, including the class counsel's costs and fees, the costs and fees associated with the arbitration and administering this settlement, and a monetary award to the individual who brought the lawsuit. Thereafter, the amount remaining in the settlement fund will be split pro rate among all participating individuals. Members of the settlement class will "release" their claims as part of the settlement, which means they cannot sue Sephora for the same issues in this lawsuit. If you have questions about the full terms of the release, please contact Class Counsel using the contact information provided below.

The settlement also provides \$20,000 for the individual who brought this lawsuit, Kelvin Nash, to compensate him for his work on the case.

If there is money left over after checks are mailed to settlement class members, and any redistribution, it will be donated to Legal Aid at Work.

How do I know if I am part of this settlement?

If you (a) self-identify as Black or Latinx; (b) received an offer for a position at a Distribution Center or were conditionally hired by Sephora; and (c) were rejected from employment or terminated after a background check revealed a criminal conviction history during the relevant time period covered by this settlement, you are part of this settlement.

If you are unsure of whether you are part of this settlement, contact the Settlement Administrator at [email] or [phone number].

How much will my payment be?

Your payment amount will be equal to a pro rata share of the remainder of the settlement fund, after deductions for the Service Award, the costs and fees associated with the arbitration and settlement administration, and class counsel's fees and costs, as discussed below.

Deciding What to Do

How do I weigh my options?

You have three options. You can do nothing and receive a check, you can opt out of the settlement, or you can object to the settlement. This chart shows the effects of each option:

	Do Nothing	Opt out	Object
Can I receive settlement money if I ...	YES	NO	YES
Am I bound by the terms of this lawsuit if I ...	YES	NO	YES
Can I pursue my own case if I ...	NO	YES	NO
Will the class lawyers represent me if I ...	YES	NO	NO

Settlement Check

How do I get a payment if I am a class member?

If you wish to receive money, you do not have to do anything. If the Arbitrator approves the settlement, you will be sent a check of \$[amount], subject to applicable taxes and withholdings.

Do I have a lawyer in this lawsuit?

In a class action, the court or arbitrator appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Arbitrator has appointed the following individuals and lawyers.

Your lawyers: Ossai Miazad, Christopher M. McNerney, and Zarka Shabir DSouza with Outten & Golden LLP. These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the settlement fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Arbitrator approve a payment of up to \$263,333.33 in attorneys' fees plus the reimbursement of out-of-pocket expenses.

Lawyers' fees and expenses will only be awarded if approved by the Arbitrator as fair and reasonable. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Arbitrator to approve a payment of \$20,000 to the individual who brought the case (the Class Representative) for the time and effort she contributed to the case. If approved by the Arbitrator, the Service Award will be paid from the settlement fund.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case.

How do I opt out?

To opt out of the settlement, you must mail a written, signed statement by [date] to the Settlement Administrator at:

8.

[Settlement Administrator]
[Street address]
[City, State, Zip Code]
[Phone Number]

9.

To be effective, the opt-out statement must indicate your intention to opt-out of the settlement, such as "I opt out of the Sephora criminal history class action matter" and be received or postmarked by [date]. You must include your name, address, telephone number, and signature.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement but don't want to opt out, you may object. You cannot object if you elect to opt out of the settlement.

The Arbitrator will consider your views. The Arbitrator can only approve or

deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a written letter to the Settlement Administrator that: is postmarked by [date]; includes your full name, address and telephone number, and email address (if you have one); attach documents establishing, or provide information sufficient to allow the Parties to confirm that you are a Class Member; include a statement of your specific objections; state the grounds for objection, including that you are objecting to the Settlement, as well as identify any documents which you desire the Arbitrator to consider; and if you are represented by an attorney, list the name of your attorney and all other cases in which you have filed an objection.

Mail the letter to:

[Settlement Administrator]

[Street address]

[City, State, Zip Code]

[Phone Number]

Christopher M. McNerney
Outten & Golden LLP
685 Third Avenue
25th Floor, New York, NY 10017

Matthew P. Gizzo
Ogletree, Deakins, Nash, Smoak
& Stewart, P.C.
599 Lexington Avenue, 17th
Floor
New York, NY 10022

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. To get a copy of the settlement agreement or get answers to your questions:

contact your lawyer (information below)

contact the settlement administrator (information below)

visit the Settlement Website at [www.\[URL\].com](http://www.[URL].com)

10.

Resource	Contact Information
Settlement Administrator	[Settlement Administrator] [Street address] [City, State, Zip Code] [Phone Number] [Email Address]
Your Lawyers	Ossai Miazad Outten & Golden LLP 1225 New York Ave NW Suite 1200B, Washington, DC 20005 646-825-9817 Email: sephora@outtengolden.com Christopher M. McNerney Zarka Shabir DSouza Outten & Golden LLP 685 3rd Ave 25th Floor New York, NY 10017 347-390-2165 Email: sephora@outtengolden.com

Exhibit C

-----X
KELVIN NASH, on behalf of himself and all others :
similarly situated, :
: Claimant, :
: v. : **Arbitrator Michael L. Russell**
: :
: :
SEPHORA USA, INC. :
Respondent. :
-----X

**[PROPOSED] ORDER GRANTING CLAIMANT’S UNOPPOSED MOTION FOR
PRELIMINARY CLASS ACTION SETTLEMENT APPROVAL**

This matter comes before the Arbitrator on Claimant Kelvin Nash’s unopposed motion for an order (1) granting preliminary approval of the proposed class action settlement (the “Settlement”), (2) conditionally certifying the Settlement Class, (3) appointing Outten & Golden LLP as Class Counsel and Kelvin Nash as Class Representative, (4) approving the proposed notice and notice distribution plan, and (5) scheduling a fairness hearing for final approval of the Settlement.

The Arbitrator, having considered Claimant’s motion, and the papers submitted thereto, hereby GRANTS Claimant’s motion and ORDERS as follows:

First, for settlement purposes only, the Settlement Class is conditionally certified. *Second*, Outten & Golden LLP is appointed as Class Counsel and Kelvin Nash is appointed Class Representative. *Third*, the Settlement is preliminarily approved as fair, adequate, and reasonable. The Settlement falls within the range of reasonableness and is the result of arms-length negotiations with the assistance of experienced mediators and otherwise meets the relevant factors for approval. *Fourth*, the proposed notice, and manner

of distribution, are approved as the best notice practicable under the circumstances. Counsel may make non-substantive changes to the notice without seeking further approval.

The terms of the parties' Settlement Agreement are expressly incorporated by this Order. A Fairness Hearing, which will occur by Zoom, is set for **[Insert date]**, at **[Insert time]**. Information to access the hearing will be provided on the Settlement Website no later than one week before the hearing and in the class notice. The date of the hearing may be adjusted or canceled without further notice to the Class.

IT IS SO ORDERED.

Dated: _____

Arbitrator Michael L. Russell

Exhibit D

IT IS SO ORDERED.

Dated: _____

Arbitrator Michael L. Russell

Exhibit E

E-Mail Reminder

Subject: REMINDER – SEPHORA CLASS ACTION SETTLEMENT

Body:

<<Name>>,

Recently you should have received a check in the amount of [**\$AMOUNT**] from the settlement of the class-action lawsuit against Sephora. As of the date of this mailing, our records indicate that you have not cashed the check that was sent to you.

IMPORTANT DEADLINE: you must sign and cash or deposit your check before [date**].**

If you did not receive or no longer have the check, please contact the Settlement Administrator to request a reissue at [**email**] or [**phone number**].

For questions about your legal rights, contact Outten & Golden LLP at sephora@outtengolden.com or [**phone number**] and mention the Sephora Criminal History Settlement.

Exhibit F

Mail Reminder

REMINDER – SEPHORA CLASS ACTION SETTLEMENT

Recently you should have received a check in the amount of [**\$AMOUNT**] from the settlement of the class-action lawsuit against Sephora. As of the date of this mailing, our records indicate that you have not cashed the check that was sent to you.

IMPORTANT DEADLINE: you must sign and cash or deposit your check before [date**].**

If you did not receive or no longer have the check, please contact the Settlement Administrator to request a reissue at [**email**] or [**phone number**].

For questions about your legal rights, contact Outten & Golden LLP at sephora@outtengolden.com or [**phone number**] and mention the Sephora Criminal History Settlement.

Exhibit 2

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment (the “Amendment”) to the Settlement Agreement executed on December 1, 2025 (the “Agreement”) is made and entered into by and among respective counsel for the Parties on behalf of the Named Plaintiff Kelvin Nash (“Plaintiff”), and Defendant Sephora USA, Inc. (“Defendant” or “Sephora” together with Plaintiff, the “Parties”).

I. RECITALS

A. On December 1, 2025, the Parties fully executed the Agreement.

B. The Parties desire to amend certain terms of the Agreement as set forth herein. Nothing herein is intended to change, alter, or modify any term of the Agreement other than those specifically set forth below.

II. AMENDMENTS

A. The deadline by which the Settlement Administrator must issue Settlement Checks for all Participating Class Members in Section VI(G) is hereby amended from “seven (7) days of the Settlement Effective Date” to “twenty-one (21) days of the Settlement Effective Date.”

B. The deadline by which the Settlement Administrator must pay Class Counsel in Section VI(I) is hereby amended from “seven (7) days of the Settlement Effective Date” to “twenty-one (21) days of the Settlement Effective Date.”

C. The deadline by which the Settlement Administrator must issue a check to the Named Plaintiff for any approved Service Award in Section VI(J) is hereby amended from “Within seven (7) days of the Settlement Effective Date” to “Within twenty-one (21) days of the Settlement Effective Date.”

III. EXECUTION


The undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all the undersigned, subject to the terms of this Agreement.

Ossai Miazad, on behalf of KELVIN NASH



DATE: 1/15/2026

Christina Hanna, on behalf of SEPHORA USA, INC.

DocuSigned by:


DATE: 1/11/2026

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Exhibit 3

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ARBITRATION

Michael Russel, ARBITRATOR

KELVIN NASH, on behalf of himself and all
others similarly situated,

Claimant,

v.

SEPHORA USA, INC.

Respondent.

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: June 11, 2026
Time: 3:00 p.m.

1 I, Makenna Snow, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Arbitrator to serve as the Settlement Administrator for the above captioned, *Nash*
6 *v. Sephora USA, Inc.* matter. I am authorized to make this declaration on behalf of ILYM Group
7 and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and
8 would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Arbitrator to provide notification services and settlement administration, pursuant
15 to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Class Action Notice*, (referred to as “Notice Packet”); (b) texting and emailing the Notice Packet;
18 (c) receiving and processing requests for exclusion and objections to the Settlement, if applicable;
19 (d) resolving Settlement Class Members’ disputes; (e) establishing a QSF account and calculating
20 individual settlement award amounts; (f) processing and mailing settlement award checks; (g)
21 handling tax withholdings as required by the Settlement and the law; (h) preparing, issuing and
22 filing tax returns and other applicable tax forms; (i) handling the distribution of any unclaimed
23 funds pursuant to the terms of the Settlement; and (j) performing other tasks as the Parties mutually
24 agree to and/or the Arbitrator orders ILYM Group to perform.

25 4. On January 15, 2026, ILYM Group received the Arbitrator approved text for the
26 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet,
27 which was approved by the Parties’ Counsel prior to mailing.
28

1 5. On February 9, 2026, ILYM Group received the class data file from Counsel for
2 Defendant, which contained the name, social security number, last known mailing address, last
3 known telephone number, last known e-mail address. The data file was uploaded to our database
4 and checked for duplicates and other possible discrepancies. The Class List contained 189 Class
5 Members.

6 6. As part of the preparation for mailing, all 189 names and addresses contained in the
7 Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
11 address was found in the NCOA database, the updated address was used for the mailing of the
12 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14 7. On February 25, 2026, the Notice Packet was mailed, via U.S First Class Mail, and
15 emailed, to all 189 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true
16 and correct copy of the mailed Notice Packet.

17 8. As of the date of this declaration, 40 mailed Notice Packets have been returned to
18 our office. Of the 40 returned Notice Packets, none included a forwarding address. ILYM Group
19 performed a computerized skip trace on the 40 returned Notice Packets that did not have a
20 forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the
21 Notice Packet. As a result of this skip trace, 32 updated addresses were obtained and the Notice
22 Packets were promptly re-mailed to those Settlement Class Members, via U.S. First Class Mail.

23 9. As of the date of this declaration, a total of 32 mailed Notice Packets have been re-
24 mailed as a result of ILYM Group’s skip tracing efforts.

25 10. As of the date of this declaration, a total of 8 mailed Notice Packets have been
26 deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

27 11. As of the date of this declaration, a total of 189 Notice Packets were sent via email.
28 A total of 23 of those emails bounced and the Notice Packet was undeliverable.

1 12. The 23 Class Members whose emails bounced do not overlap with the 8 Class
2 Members for whom an updated mailing address was not found and therefore undeliverable.

3 13. Thus, between emailed and mailed Notice Packets, notice was successfully
4 delivered to 189 of 189 Class Members (100%).

5 14. As of the date of this declaration, ILYM Group has not received any requests for
6 exclusion. The deadline to request exclusion from the Settlement was March 27, 2026.

7 15. As of the date of this declaration, ILYM Group has not received any objections to
8 the Settlement. The deadline to file an objection to the Settlement was March 27, 2026.

9 16. As of the date of this declaration, ILYM Group has not received any disputes from
10 a Settlement Class Member.

11 17. As of the date of this declaration, ILYM Group will report a total of 189
12 Participating Class Members, representing 100.00% of the 189 Settlement Class Members.

13 18. Participating Class Members will receive an equal share of the Net Settlement Fund
14 through individual settlement payments. The Net Settlement Fund is the amount remaining after
15 deduction of the Arbitrator-approved payments from the Gross Settlement Fund for Class Counsel
16 Fees and Litigation Costs, the Arbitrator Fees, the Class Representative Service Award, and the
17 Claims Administration Fees to ILYM Group, e.g.,

18	Gross Settlement Fund	\$790,000.00
19	Attorney's Fees	\$263,333.33
20	Attorney's Costs/Expenses	\$20,911.64
21	Arbitrator Fees	\$5,400.00
22	Service Award - Kelvin Nash	\$20,000.00
23	ILYM Group Fees	\$7,000.00
24	Net Settlement Fund	\$473,355.03

25 19. To determine a Participating Class Member's individual settlement award payment,
26 the distribution shall be an Equal Share divided by the number of Participating Class Members.
27 The Equal Share for each Participating Class Member is \$2,504.52.

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20. ILYM Group’s total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are not to exceed \$7,000.00. ILYM Group’s work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Arbitrator orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 1st day of June 2026, at Tustin, California.

Makenna Snow
MAKENNA SNOW

Exhibit A

Class Action Notice

Do you self-identify as Black or Latinx and were you denied employment or terminated by Sephora after a background check revealed your criminal conviction history?

There is a settlement of a lawsuit.

You may be entitled to approximately \$2,504.52.

To be part of this settlement, you should:

Read this notice.

Decide what action to take, if any.

If you take no action, you will still be bound by the settlement, and your rights will be affected.

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About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Nash v. Sephora* brought on behalf of persons who (a) self-identify as Black or Latinx; (b) received an offer for a position at a Distribution Center or were conditionally hired by Sephora, and (c) were rejected or terminated from employment after a background check revealed a criminal conviction history. **You received this notice because you may be a member of the group of people affected, called the “class.”** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

What do I do next?

1. Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
Do Nothing	Receive a settlement payment of approximately \$2,504.52. Give up rights resolved by settlement.
Opt Out	Get no payment. Allows you to bring another lawsuit against Sephora about the same issues.
Object	Tell the Arbitrator why you don't like the settlement.

2. Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: **March 27, 2026**
Final approval hearing: **June 11, 2026**

Learning About the Lawsuit

What is this lawsuit about?

An individual who applied to a position at one of Sephora's Distribution Centers and was denied employment filed an action against Sephora, alleging that Sephora's background check policies and procedures violate federal anti-discrimination laws due to an allegedly unlawful disparate impact on Black and Latinx applicants and employees. Sephora denies that its background check policies and procedures have had a disparate impact on Black and Latinx applicants or employees (or any other protected classes) and denies any wrongdoing whatsoever.

Why is there a settlement in this lawsuit?

The parties agreed to settle, which means they have reached an agreement to resolve the action. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of the individual who brought the case and all members of the settlement class. The Arbitrator has not decided this case in favor of either side.

What happens next in this lawsuit?

The Arbitrator may hold a Final Approval hearing to decide whether to approve the settlement. If held, the hearing will be held remotely at 3:00 p.m. CT on June 11, 2026.

The Arbitrator has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Arbitrator must give final approval to the settlement before it can take effect.

Payments will only be made if the Arbitrator approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Arbitrator for permission to speak and express your opinion about the settlement. To attend the Final Approval hearing, you must advise the Settlement Administrator in writing by **March 27, 2026**. If the Arbitrator does not approve the settlement or the parties decide to terminate the settlement, it will be void.

The hearing may be moved (or canceled at the Arbitrator's discretion) without further notice to individuals. To learn more and confirm the Final Approval hearing date, please contact the Settlement Administrator using the contact information provided below.

Learning About the Settlement

What does the settlement provide?

Sephora has agreed to pay \$790,000 into a settlement fund. This money will be divided among the class members and will also be used to pay for costs and fees approved by the Arbitrator, including the class counsel's costs and fees, the costs and fees associated with the arbitration and administering this settlement, and a monetary award to the individual who brought the lawsuit. Thereafter, the amount remaining in the settlement fund will be split pro rate among all participating individuals. Members of the settlement class will "release" their claims as part of the settlement, which means they cannot sue Sephora for the same issues in this lawsuit. If you have questions about the full terms of the release,

ILYM ID:«ILYMID»

«Piece_Number_»

please contact Class Counsel using the contact information provided below.

The settlement also provides \$20,000 for the individual who brought this lawsuit, Kelvin Nash, to compensate him for his work on the case.

If there is money left over after checks are mailed to settlement class members, and any redistribution, it will be donated to Legal Aid at Work.

How do I know if I am part of this settlement?

If you (a) self-identify as Black or Latinx; (b) received an offer for a position at a Distribution Center or were conditionally hired by Sephora; and (c) were rejected from employment or terminated after a background check revealed a criminal conviction history during the relevant time period covered by this settlement, you are part of this settlement.

If you are unsure of whether you are part of this settlement, contact the Settlement Administrator at sephora@ilymcases.com or 888-250-6810.

How much will my payment be?

Your payment amount will be equal to a pro rata share of the remainder of the settlement fund, after deductions for the Service Award, the costs and fees associated with the arbitration and settlement administration, and class counsel's fees and costs, as discussed below.

Deciding What to Do

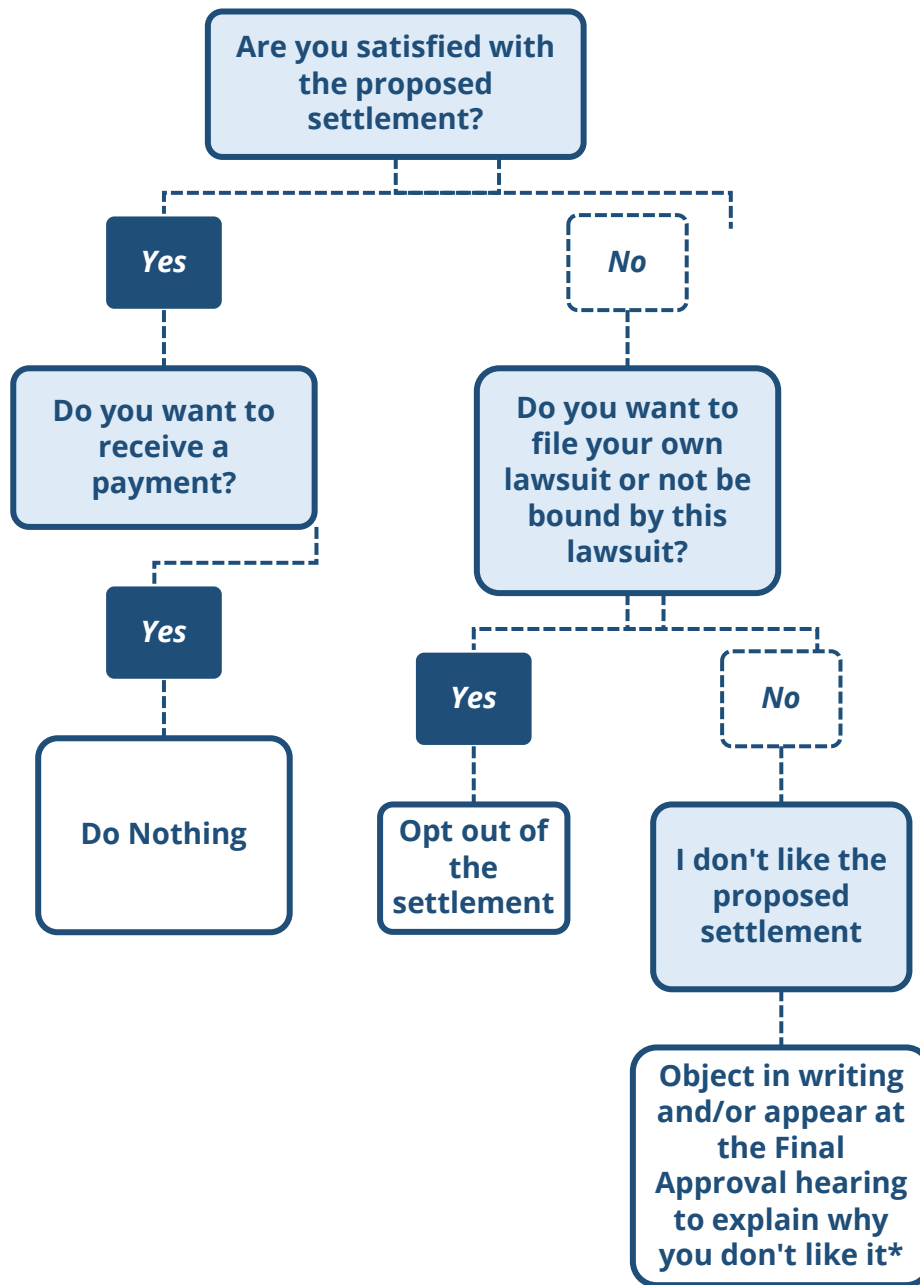
How do I weigh my options?

You have three options. You can do nothing and receive a check, you can opt out of the settlement, or you can object to the settlement. This chart shows the effects of each option:

	Do Nothing	Opt out	Object
Can I receive settlement money if I . . .	YES	NO	YES
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES
Can I pursue my own case if I . . .	NO	YES	NO

Will the class lawyers represent me if I ...	YES	NO	NO
---	-----	----	----

What is the best path for me?



**You can object to the settlement AND receive payment.*

Settlement Check

How do I get a payment if I am a class member?

If you wish to receive money, you do not have to do anything. If the Arbitrator approves the settlement, you will be sent a check of \$2,504.52, subject to applicable taxes and withholdings.

Do I have a lawyer in this lawsuit?

In a class action, the court or arbitrator appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Arbitrator has appointed the following individuals and lawyers.

Your lawyers: Ossai Miazad, Christopher M. McNerney, and Allison Aaronson with Outten & Golden LLP. These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the settlement fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Arbitrator approve a payment of up to \$263,333.33 in attorneys' fees plus the reimbursement of out-of-pocket expenses.

Lawyers' fees and expenses will only be awarded if approved by the Arbitrator as fair and reasonable. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Arbitrator to approve a payment of \$20,000 to the individual who brought the case (the Class Representative) for the time and effort she contributed to the case. If approved by the Arbitrator, the Service Award will be paid from the settlement fund.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case.

How do I opt out?

To opt out of the settlement, you must mail a written, signed statement by **March 27, 2026** to the Settlement Administrator at:

3.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810

4.

To be effective, the opt-out statement must indicate your intention to opt-out of the settlement, such as “I opt out of the Sephora criminal history class action matter” and be received or postmarked by **March 27, 2026**. You must include your name, address, telephone number, and signature.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement but don't want to opt out, you may object. You cannot object if you elect to opt out of the settlement.

The Arbitrator will consider your views. The Arbitrator can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a written letter to the Settlement Administrator that: is postmarked by **March 27, 2026**; includes your full name, address and telephone number, and email address (if you have one); attach documents establishing, or provide information sufficient to allow the Parties to confirm that you are a Class Member; include a statement of your specific objections; state the grounds for objection, including that you are objecting to the Settlement, as well as identify any documents which you desire the Arbitrator to consider; and if you are represented by an attorney, list the name of your attorney and all other cases in which you have filed an objection.

Mail the letter to:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

Christopher M. McNerney
Outten & Golden LLP
685 Third Avenue
25th Floor, New York, NY 10017

Matthew P. Gizzo
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
599 Lexington Avenue, 17th Floor
New York, NY 10022

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. To get a copy of the settlement agreement or get answers to your questions:

contact your lawyer (information below)

contact the settlement administrator (information below)

visit the Settlement Website at www.ilymgroup.com/sephora

5.

Resource	Contact Information
Settlement Administrator	ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781 (888) 250-6810 Email: sephora@ilymcases.com
Your Lawyers	Ossai Miazad Outten & Golden LLP 1225 New York Ave NW Suite 1200B, Washington, DC 20005 (347) 390-2184 Email: sephora@outtengolden.com Christopher M. McNerney Outten & Golden LLP 685 3rd Ave 25th Floor New York, NY 10017

(347) 390-2184

Email: sephora@outtengolden.com

Allison Aaronson

Outten & Golden LLP

1 California Street Suite 1250

San Francisco, CA 94111

(347) 390-2184

Email: sephora@outtengolden.com

Exhibit 4

ARBITRATION
Michael Russell, ARBITRATOR

-----X		
KELVIN NASH, on behalf of himself and all others	:	
similarly situated,	:	
	:	
Claimant,	:	
	:	
v.	:	
	:	
	:	
	:	
SEPHORA USA, INC.	:	
	:	
Respondent.	:	
-----X		

**[PROPOSED] ORDER GRANTING CLAIMANT’S UNOPPOSED MOTION FOR
FINAL CLASS ACTION SETTLEMENT APPROVAL AND APPROVAL OF SERVICE
AWARD AND ATTORNEYS’ FEES AND COSTS**

This matter comes before the Arbitrator on Claimant Kelvin Nash’s unopposed motion for (1) final approval of the class action settlement (the “Settlement”), (2) approval of Claimant’s Service Award, and (3) approval of Claimant’s counsel’s attorneys’ fees and costs.

The Arbitrator, having considered Claimant’s motion, and the papers submitted thereto, hereby GRANTS Claimant’s motion and ORDERS as follows:

First, for settlement purposes only, the Settlement Class is finally certified, with Outten & Golden LLP as Class Counsel and Kelvin Nash as Class Representative. *Second*, the service award for Claimant Nash totaling \$20,000.00 is finally approved. *Third*, Claimant’s counsel’s request for attorneys’ fees and out of pocket costs and expenses totaling \$284,244.97 is granted. *Fourth*, this action is dismissed with prejudice. *Fifth*, the Arbitrator will retain jurisdiction of the action to enforce the terms of the Settlement Agreement.

The terms of the parties’ Settlement Agreement are expressly incorporated by this Order.

IT IS SO ORDERED.

Dated: _____

Arbitrator Michael L. Russell