SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

LAVONTRA BREAUX, in a Representative capacity only, and on behalf of other members of the public similarly situated Plaintiff, v. L'OCCITANE, INC., A California Corporation, and DOES 1-10, inclusive Defendant	Case No. 30-2023-01311136-CU-OE-CXC **[PROPOSED] ORDER APPROVING PAGA SETTLEMENT & ENTRY OF JUDGMENT** Date: August 14, 2025 Time: 2:00 p.m. Dept.: CX-104 Judge: Hon. Melissa R. McCormick

TO ALL PARTIES HEREIN AND THEIR ATTORNEYS OF RECORD:

Plaintiff LAVONTRA BREAUX, in a Representative capacity only, and on behalf of other members of the public similarly situated, Motion for Approval of a PAGA Settlement was heard in Department CX104 of the above-entitled Court on August 14, 2025 at 2:00 p.m.

Having read and considered the motion filed by Plaintiff's Counsel, any opposition thereto, and the arguments of the parties, the Court finds there are sufficient grounds to grant Plaintiff's motion in this matter. Accordingly, good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

The Court has reviewed and approves the terms of the Parties' Settlement pursuant to the Private Attorneys General Act (PAGA) and the Amendments to the original Settlement Agreement (collectively the "PAGA Settlement Agreement").

1. All terms used in the PAGA Settlement Agreement shall have the same meaning here as defined therein. The PAGA Settlement Agreement and all Amendments thereto, are attached as Exhibit A;
2. The terms of the settlement are fair, adequate, and reasonable, and therefore, are approved by the Court;
3. The Gross Settlement Amount of **$167,125.00** is approved by the Court and shall be allocated as follows:

   Compensation to the Labor Workforce Development Agency ("LWDA"), in the amount of $______________, and the PAGA Employees, in the aggregate amount of $___________, shall be effected pursuant to the terms of the Settlement Agreement;
4. The Court hereby approves of the payment of Attorneys' Fees, in the amount of 30% of the Gross Settlement Amount $50,137.50, and Costs, in the amount of $10,103.44. to Plaintiff's Counsel to be effected pursuant to the terms of the Settlement Agreement;
5. The Court hereby approves of the payment of Plaintiff's Enhancement Award, in the amount of $___________;

6. The Court hereby approves of the payment to the Settlement Administrator, Phoenix Settlement Administrators, in the amount of $4,250.00. The Settlement Administrator is ordered to make disbursements in accordance with the terms of the Settlement Agreement;
7. The Court hereby approves of the proposed Notice to the PAGA Employees. The approved notice is attached as Exhibit B.
8. The LWDA and each and every PAGA Employee, including Plaintiff, shall be deemed and hereby are deemed to have conclusively released and forever discharged the Settling Defendant from the PAGA Released Claims, as defined in the PAGA Settlement Agreement, and are hereby permanently barred and enjoined from the institution or prosecution of any and all Released Claims against the Settling Defendant as of the Effective Date as defined in the PAGA Settlement Agreement;
9. A final accounting hearing will be held by the Court on June 11, 2026, at 2:00 p.m. in department CX-104. Plaintiff will submit to the Court a final report at least 9 Court days prior to the final accounting, including the actual amounts paid to the PAGA Employees and other amounts distributed under the settlement, including any uncashed checks.
10. This Order is intended to be a final disposition of the Action in its entirety;

JUDGMENT

11. The Court hereby enters final judgment in this Action in accordance with terms of the PAGA Settlement Agreement and the Order Granting Plaintiff's Motion Seeking Approval of PAGA Settlement ("Final Order"). All terms used herein shall have the same meaning as defined in the PAGA Settlement Agreement;
12. The Aggrieved Employees are to be Notified of this Entry of Judgment via the mailing of the Notice of PAGA Settlement which will contain instructions on how to view this Order and Judgment on the Settlement Administrator's website.

13. The court will retain jurisdiction to enforce the settlement pursuant to Civil Procedure Code section 664.6.

Dated:______________________

____
HONORABLE MELISSA R. McCORMICK
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") of claims under the Private Attorneys General Act ("PAGA") is made by and between Plaintiff LaVontra Breaux ("Plaintiff") and Defendant L'Occitane, Inc. ("Defendant"). The Agreement refers to Plaintiff and L'Occitane, collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's lawsuit alleging claims under PAGA against Defendant, captioned *LaVontra Breaux v. L'Occitane, Inc., et al.*, Case No. 30-2023-01311136-CU-OE-CXC initiated on March 8, 2023, and pending in the Superior Court of the State of California, County of Orange.

1.2 "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employees" means all persons who are employed or have been employed by Defendant in California as hourly, non-exempt employees from December 20, 2021, through March 11, 2024

1.5 "Aggrieved Employee" means a person who is or was employed by Defendant in California as an hourly, non-exempt employee at any time between December 20, 2021, and March 11, 2024.

1.6 "Aggrieved Employee Data" means identifying information for the Aggrieved Employees in Defendant's possession including the their names, last-known mailing addresses, Social Security numbers and dates of employment and/or number of PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period.

1.7 "Aggrieved Employee Address Search" means the Administrator's investigation and search for the current mailing addresses of the Aggrieved Employees using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.8 "Court" means the Superior Court of California, County of Orange.

1.9 "Defendant" means L'Occitane, Inc., the defendant named in the Action.

1.10 "Defense Counsel" means Nathan W. Austin and Alis Moon of Jackson Lewis P.C.

1.11 "Effective Date" means the date the Court has: (1) granted approval of the Settlement; and (2) issued a Judgment in the Action. The Parties agree that there is no right to opt-out or object to a PAGA settlement. It is therefore the Parties' intention that the Settlement shall be final at the time of the Court's approves the Settlement and enters Judgment. Defendant's deadline to fund the Settlement will be due based on the Effective Dates and there shall be no further waiting periods given that there is no right to appeal.

1.12 "Gross Settlement Amount" means $167,125.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the PAGA Penalties, the PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.13 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14 "Judgment" means the judgment entered by the Court based upon the Court's approval of the Settlement.

1.15 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.16 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.17 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments and the LWDA as the LWDA PAGA Payment.

1.18 "Operative Complaint" means the operative complaint filed by Plaintiff in the Action, including any amendments thereto.

1.19 "PAGA Counsel" means Eric K. Yaeckel and Ryan T. Kuhn of Sullivan & Yaeckel Law Group APC, the attorneys representing the Plaintiff in the Action.

1.20 "PAGA Counsel Fees Payment" means the amount allocated to PAGA Counsel for reimbursement of their reasonable attorneys' fees incurred to prosecute the Action.

1.21 "PAGA Counsel Litigation Expenses Payment" means the amount allocated to PAGA Counsel for reimbursement of their reasonable litigation expenses incurred to prosecute the Action.

1.22 PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.23 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.24 "PAGA Notice" means Plaintiff's December 20, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.25 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.26 "PAGA Representative Service Payment" means the payment to Plaintiff for initiating the Action and providing services in support of the Action.

1.27 "Plaintiff" means LaVontra Breaux, the named plaintiff in the Action.

1.28 "Approval Order" means the proposed Court Order granting approval of the Settlement.

1.29 "Released Claims" means the claims being released by the Plaintiff, the Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below.

1.30 "Released Parties" means (i) Defendant, L'Occitane, Inc., (ii) each of Defendant's respective past, present and future parents, subsidiaries and affiliates including, without limitation, any corporation, limited liability company, or partnership, (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representations, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

1.31 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On March 8, 2023, Plaintiff commenced this Action by filing a Complaint alleging a cause of action Defendant for violations of PAGA, pursuant to Labor Code section 2698, *et seq.* Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the cause of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On December 11, 2023, the Parties participated in an all-day mediation presided over by Michael Young, Esq. which led to this Agreement to settle the Action.

2.4 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay a maximum of $167,125.00 as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring the Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in granting approval of the Settlement:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.3%, which is currently estimated to be $55,708.33, and PAGA Counsel Litigation Expenses Payment of not more than $13,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To the Plaintiff: PAGA Counsel shall petition the Court for a PAGA Representative Service Payment not to exceed $5,000.00, in addition to Plaintiff's Individual PAGA Payment. The PAGA Representative Service Payment is to be part of, and to be deducted from, the Gross Settlement Amount. If the Court approves a PAGA Representative Service Payment less than the amount requested, the difference will be added to the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using an IRS 1099 Form. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA

Representative Service Payment.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $4,250.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $4,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA. The Administrator will pay 75% of the Net Settlement Amount to the LWDA as the LWDA PAGA Payment.

3.2.5 To Each Aggrieved Employee: The Administrators will pay 25% of the Net Settlement Amount to the Aggrieved Employees as the Individual PAGA Payment. The Individual PAGA Payment to be paid to each Aggrieved Employee will be calculated by: (a) taking 25% of the Net Settlement Amount and dividing that amount by the total number of PAGA Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period.

3.2.6 Tax Allocation of Individual PAGA Payments. Since this is a Settlement for penalties under PAGA, there will be no tax withholding for each Aggrieved Employee's Individual PAGA Payment. The Administrator will pay the Individual PAGA Payments using IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 6,685 pay periods worked by Aggrieved Employees during the period from December 20, 2021, to December 11, 2023.

4.2 Aggrieved Employee Data. Within 15 days of executing this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the privacy rights of the Aggrieved Employees, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross

Settlement Amount by transmitting the funds to the Administrator no later five business days after the Effective Date of the Settlement.

4.4 Payments from the Gross Settlement Amount. Within 15 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Service Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 10 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re- mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, PAGA Counsel, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Released Claims. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge the Released Parties of the claims that Plaintiff alleged against the Released Parties, in her individual capacity and on behalf of the State of California, based on the facts stated in the Operative Complaint and in the PAGA Notice, including: (i) all PAGA claims seeking civil penalties premised upon California Labor Code sections 201, 202, 203, 226, 226(a), 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198.5, and 2802, *et. seq.*, California Industrial Commission Wage Orders; and (2) all other clams for civil penalties recoverable under PAGA based on the facts or claims alleged in the Operative Complaint and in the PAGA Notice at any time during the PAGA Period (collectively, "Plaintiff's Released Claims"). Plaintiff's Release Claims do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Released Claims shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Aggrieved Employees' Released Claims. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties of the claims that Plaintiff alleged in the Operative Complaint and in the PAGA Notice, based on the facts stated in the Operative Complaint and in the PAGA Notice, including: (i) all PAGA claims seeking civil penalties premised upon California Labor Code sections 201, 202, 203, 226, 226(a), 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198.5, and 2802, *et. seq.*, California Industrial Commission Wage Orders; and (2) all other clams for civil penalties recoverable under PAGA based on the facts or claims alleged in the Operative Complaint and in the PAGA Notice at any time during the PAGA Period (collectively, "Aggrieved Employees' Released Claims"). The Aggrieved Employees' Released Claims do not release any Aggrieved Employees' claims for wages or statutory penalties, and the Aggrieved Employees may not opt out of the Aggrieved Employees' Released Claims.

5.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for attorneys' fees and costs incurred in connection with pursuing Plaintiff's Released Claims and Aggrieved Employees' Released Claims.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement with the Court.

6.1 Plaintiff's Responsibilities. Plaintiff and/or PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement by the Court under Labor Code section 2699, subdivision (f)(2)) including a drafts of the application or motion for approval of the Settlement and notice to be sent to the Aggrieved Employees along with their Individual PAGA Payment.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering all documents necessary to the LWDA, including Plaintiff's application or motion for approval of the Settlement and the Court's approval of the Settlement. PAGA Counsel is also responsible for delivering the Court's approval of the Settlement to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE ESTIMATES AND ESCALATOR CLAUSE

Defendant has represented that the Aggrieved Employees worked a total of approximately 6,685 pay periods during the period from December 20, 2021, to December 11, 2023. In the event the number of pay periods from December 20, 2021, through March 11, 2024 exceeds 6,685 by more than 10% (i.e., *exceeds* 7,356), Defendant, at its sole discretion, will either: (1) pay the pro rata percentage increase in excess of 10% to the Gross Settlement Amount to include the additional pay periods, e.g., an 11% increase in workweeks would result in a 1% increase in the Gross Settlement Amount; or (2) reduce the PAGA Period to the date that 7,356 pay periods are met, but not exceeded.

9. CONTINUING JURISDICTION OF THE COURT.

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA

Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all settlement funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: **SULLIVAN & YAECKEL LAW GROUP, APC**
Eric K. Yaeckel
2330 Third Avenue
San Diego, CA 92101
(619) 702-6760

To Defendant: **JACKSON LEWIS, P.C.**
Nathan Austin
400 Capitol Mall, Suite 1600
Sacramento, CA 95814
(916) 341-0404

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Plaintiff, LaVontra Breaux

Dated: ________________ ________________________________

Defendant, L'Occitane, Inc.

Dated: 06/05/24 ________________________________

By: Ross Novak

Its: CFO, North America

APPROVED AS TO FORM:

Dated: ______________ SULLIVAN & YAECKEL LAW GROUP, APC

By: ________________________________

Eric K. Yaeckel
Ryan T. Kuhn

Attorneys for Plaintiff, LaVontra Breaux

Dated: June 5, 2024 JACKSON LEWIS P.C.

By: ________________________________

Nathan Austin
Alis Moon

Attorneys for Defendant, L'Occitane, Inc.

4869-7670-8778, v. 2

litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Plaintiff, LaVontra Breaux

DocuSigned by:

L Breaux

Dated: 5/15/2024 ______ [redacted] ______

Defendant, L'Occitane, Inc.

Dated: ________________ ________________________________

By: ________________

Its: ________________

APPROVED AS TO FORM:

Dated: 6/12/24

SULLIVAN & YAECKEL LAW GROUP, APC

By: Eric Yaeckel

Eric K. Yaeckel
Ryan T. Kuhn

Attorneys for Plaintiff, LaVontra Breaux

Dated: ______________

JACKSON LEWIS P.C.

By: ____________________________________

Nathan Austin
Alis Moon

Attorneys for Defendant, L'Occitane, Inc.

4869-7670-8778, v. 2

Docusign Envelope ID: [redacted]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

LAVONTRA BREAUX, in a Representative capacity <u>only</u>, and on behalf of other members of the general public similarly situated, Plaintiff, vs. L'OCCITANE, INC., a Delaware corporation; and DOES 1-10, inclusive, Defendants.	Case No. 30-2023-01311136-CU-OE-CXC **AMENDMENT TO PAGA SETTLEMENT AGREEMENT** [Assigned for all purposes to: Hon. Melissa R. McCormick CX-104]

<u>AMENDMENT TO PAGA SETTLEMENT AGREEMENT</u>

This Amendment to the parties original "PAGA Settlement Agreement" (the "Agreement") is made and entered into by and between Plaintiff LAVONTRA BREAUX, ("Plaintiff"), on behalf of the putative aggrieved employees, and L'OCCITANE, INC., ("Defendant") (collectively, the "Parties"). In consideration of the promises and mutual covenants and agreements herein contained, the Parties hereby Amend the Parties' original PAGA Settlement Agreement as follows:

<u>AMENDMENTS TO SETTLEMENT AGREEMENT</u>

Pursuant to the Court's November 21, 2024 order, the Parties make the following amendments to the Agreement:

1. <u>Paragraph 1.18</u>. Paragraph 1.18 of the Agreement is modified to define the "Operative Complaint" as the March 8, 2023, Complaint filed by the Plaintiff in this matter.

Docusign Envelope ID: [redacted]

2. Paragraph 1.30. Paragraph 1.30 of the Agreement is modified to limit the definition of the "Released Parties," in accordance with the Court's comments. The "Released Parties" are now defined as "(i) Defendant, L'Occitane, Inc., (ii) each of Defendant's respective past, present and future parents, subsidiaries and affiliates including, without limitation, any corporation, limited liability company, or partnership, (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, agents, administrators, predecessors, and successors."

3. Paragraph 5.2. Paragraph 5.2 of the Agreement is modified to limit the definition of "Aggrieved Employees' Released Claims," in accordance with the Court's comments. The "Aggrieved Employees' Released Claims" is now modified as follows:

> All Aggrieved Employees are deemed to release any claims for civil penalties available under PAGA that were based on the facts or claims alleged in the Operative Complaint and in the PAGA Notice. The Aggrieved Employees' Released Claims do not release any Aggrieved Employees' claims for wages or statutory penalties, and the Aggrieved Employees may not opt out of the Aggrieved Employees' Released Claims.

4. PAGA Period Definition. The Term PAGA Period was not previously defined. For purposes of the Agreement, the term "PAGA Period" means the time between between December 20, 2021, and March 11, 2024.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Amendment to Joint Stipulation re: PAGA Settlement Agreement between Plaintiff and Defendant as of the date(s) set forth below:

SIGNATURES - READ CAREFULLY BEFORE SIGNING

3/20/2025
DATED: March____, 2025

DocuSigned by:
[redacted]
By: ______________________________
LaVontra Breaux

Plaintiff and PAGA Representative

DATED: March ____, 2025

L'OCCITANE, INC.

By: ______________________________
Name

Title

APPROVED AS TO FORM AND CONTENT:

DATED: March 20 , 2025

SULLIVAN & YAECKEL LAW GROUP, A.P.C.

By: Eric Yaeckel
Eric K. Yaeckel
Ryan T. Kuhn

Attorneys for Plaintiff LAVONTRA BREAUX

DATED: March ____, 2025

JACKSON LEWIS, P.C.

By: ______________________________
Nathan Austin
Alis Moon

Attorneys for Defendant L'OCCITANE, INC

SIGNATURES - READ CAREFULLY BEFORE SIGNING

DATED: March____, 2025

By: ______________________________
LaVontra Breaux

Plaintiff and PAGA Representative

DATED: March 21, 2025

L'OCCITANE, INC.

By: ______________________________
Name Ross Novak

Title CFO, North America

APPROVED AS TO FORM AND CONTENT:

DATED: March ____, 2025

SULLIVAN & YAECKEL LAW GROUP, A.P.C.

By: ______________________________
Eric K. Yaeckel
Ryan T. Kuhn

Attorneys for Plaintiff LAVONTRA BREAUX

DATED: March 21, 2025

JACKSON LEWIS, P.C.

By: ______________________________
Nathan Austin
Alis Moon

Attorneys for Defendant L'OCCITANE, INC

Docusign Envelope ID: [redacted]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

LAVONTRA BREAUX, in a Representative capacity <u>only</u>, and on behalf of other members of the general public similarly situated, Plaintiff, vs. L'OCCITANE, INC., a Delaware corporation; and DOES 1-10, inclusive, Defendants.	Case No. 30-2023-01311136-CU-OE-CXC **SECOND AMENDMENT TO PAGA SETTLEMENT AGREEMENT** [Assigned for all purposes to: Hon. Melissa R. McCormick CX-104]

<u>AMENDMENT TO PAGA SETTLEMENT AGREEMENT</u>

This Amendment to the parties original "PAGA Settlement Agreement" (the "Agreement") is made and entered into by and between Plaintiff LAVONTRA BREAUX, ("Plaintiff"), on behalf of the putative aggrieved employees, and L'OCCITANE, INC., ("Defendant") (collectively, the "Parties"). In consideration of the promises and mutual covenants and agreements herein contained, the Parties hereby Amend the Parties' original PAGA Settlement Agreement and prior Amended Agreement as follows:

<u>AMENDMENTS TO SETTLEMENT AGREEMENT</u>

Pursuant to the Court's April 3, 2025 order, the Parties make the following amendments to the Agreement:

1. <u>Paragraph 1.30</u>. Paragraph 1.30 of the Agreement is modified to limit the definition of the "Released Parties," in accordance with the Court's comments. The "Released

Parties" are now defined as "(i) Defendant, L'Occitane, Inc., (ii) each of Defendant's respective past, present and future parents, subsidiaries and affiliates including, without limitation, any corporation, limited liability company, or partnership, and (iii) each of the past, present and future shareholders, directors, officers, employees, members, partners, predecessors, and successors."

SIGNATURES - READ CAREFULLY BEFORE SIGNING

8/1/2025
DATED: ____, 2025

DocuSigned by:
[redacted]
By: ______________________
LaVontra Breaux
Plaintiff and PAGA Representative

DATED: March ____, 2025

L'OCCITANE, INC.

By: ______________________
Name
Title

APPROVED AS TO FORM AND CONTENT: DATED: August 1, 2025

SULLIVAN & YAECKEL LAW GROUP, A.P.C.

Eric Yaeckel
By: ______________________
Eric K. Yaeckel
Ryan T. Kuhn
Attorneys for Plaintiff LAVONTRA BREAUX

DATED: March ____, 2025

JACKSON LEWIS, P.C.

By: ______________________
Nathan Austin
Alis Moon
Attorneys for Defendant L'OCCITANE, INC

EXHIBIT B

NOTICE OF PAGA SETTLEMENT

Lavontra Breaux v. L'Occitane, Inc., et al.

Superior Court of California for the County of Orange, Case No. 30-2023-01311136-CU-OE-CXC

[ADMINISTRATOR].
P.O. Box _________
Telephone: ___________________

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this Notice as a result of a lawsuit brought on a representative basis under the Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA") ("the Action"). The Action was brought Plaintiff is Lavontra Breaux ("Plaintiff"), against Defendant is L'Occitane, Inc. ("Defendant") on behalf of the State of California and other allegedly aggrieved employees who worked for Defendant in California from December 20, 2021, through March 11, 2024.

Plaintiff alleged that Defendant owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties reached a settlement of Plaintiff's claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. You may view the Court's Order Approving PAGA Settlement and Entry of Judgment at [link to CAC Settlement Administration Website]. A portion of the civil penalties to be paid under the settlement goes to the State of California's Labor & Workforce Development Agency, and another portion goes to the allegedly aggrieved employees. In agreeing to this settlement, Defendant does not admit that it is liable in any way to the State of California and/or the allegedly aggrieved employees. Defendant expressly denies all claims and allegations in the Action, denies that it owes any penalties, and asserts that it has fully complied with all applicable Labor Code provisions. In approving the settlement, the Court did not decide the merits of Plaintiff's claims.

In the Action, Plaintiff Lavontra Breaux alleges on behalf of all aggrieved employees, the following claims against Defendant, all pursuant to the PAGA statute: (1) Meal and Rest Period Violations; (2) Minimum Wage Violations; (3) Overtime Violations; (4) Wage Statement Violations; (5) Failure to Reimburse Business Expenses; and (6) Failure to Pay all Wages Upon Separation. The factual basis for these claims included Plaintiff's allegations that she and others were often under employer control, but not able to report all time worked. Plaintiff also alleged she and others experienced short, late or missing meal periods. She also alleged that she did not receive all rest periods. She further claimed on occasion her meal and rest periods were interrupted. Plaintiff also alleged that she did not receive reimbursement when she used her cell phone for work purposes. Finally, Plaintiff alleged that as a result of the above, she did not receive accurate wage statements and did not receive all pay owed when she was terminated. Defendant disputed all of these allegations, and the Court did not make any findings.

The settlement consists of a Gross Settlement Amount of $167,125.00. The Court has awarded the following amounts to be paid out of that Gross Settlement Amount: **[conform amounts to the Final Court Order]** (1) an award of attorneys' fees in the amount of $_________; (2) costs of litigation reimbursement in the amount of $________; (3) costs of settlement administration fees in the amount of $________; and (4) Plaintiff's Representative Enhancement Award for serving as the named Plaintiff, and executing a full release of claims, in the amount of $_________.

Following the award of the above contingent costs, there will be a Net Settlement Amount of $__________ which will be the the total PAGA penalty. 75% of this amount ($________) will be paid to the California Labor and Workforce Development Agency. The remaining 25% ($_________) will be paid between all of the allegedly aggrieved employees. Your enclosed share is calculated based on the total number of pay periods you worked during the PAGA Period, which is from December 20, 2021, through March 11, 2024.

According to the Defendant's records, you have been identified as one of the employees on whose behalf this case was brought. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties based upon the Court approved allocation. This check will remain valid for 180 days from the date of issuance.

While you were not a party of the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release of claims is as follows:

> All Aggrieved Employees are deemed to release any claims for civil penalties available under PAGA that were based on the facts or claims alleged in the Operative Complaint and in the PAGA Notice. The Aggrieved Employees' Released Claims do not release any Aggrieved Employees' claims for wages or statutory penalties, and the Aggrieved Employees may not opt out of the Aggrieved Employees' Released Claims.

The release will become effective upon the date Defendant fully funds the entire Gross Settlement Amount. You will bound by the release of PAGA claims in the Action, even if you do not cash the enclosed check.

Please Note: One hundred percent (100%) of your portion of the civil penalties under this settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your portion of the settlement. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your portion of the settlement. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to the Settlement Administrator using the contact information at the top of this correspondence.