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SULLIVAN & YAECKEL LAW GROUP, APC
2330 Third Avenue
San Diego, California 92101
(619) 702-6760 * (619) 702-6761 FAX

Attorneys for Plaintiff LAVONTRA BREAUX, in a Representative capacity only, and on behalf of other members of the public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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

**SUPPLEMENTAL DECLARATION OF
ERIC K. YAECKEL IN SUPPORT OF
PLAINTIFF'S UNOPPOSED
APPLICATION RE: PAGA SETTLEMENT
APPROVAL**

Date: August 14, 2025

Time: 2:00 p.m.

Dept.: CX-104

Judge: Hon. Melissa R. McCormick

1 I, Eric K. Yaeckel, declare as follows:

- 2 1. I am an attorney licensed to practice law before all the courts of the State of California, and am
3 employed with the law firm of SULLIVAN & YAECKEL LAW GROUP, APC, attorneys of
4 record for Plaintiff LAVONTRA BREAUX, in a Representative capacity only, and on behalf
5 of other members of the public similarly situated in this matter.
- 6 2. I make this declaration in support of Plaintiff's Unopposed Motion Re: PAGA Settlement
7 Approval. I am personally familiar with the facts set forth in this declaration and, if called to
8 testify, could and would do so.
- 9 3. Plaintiff also entered into a separate confidential settlement agreement with Defendants which
10 was intended to address claims she raised that were not related to the wage and hour claims in
11 the instant action. Specifically, Plaintiff raised allegations that she was sexually harassed and
12 assaulted by a third party vendor who was present at the worksite. She claimed the company
13 did not adequately protect her nor did it adequately investigate her complaints on this issue.
14 Had this matter not globally settled at mediation, Plaintiff would have separately pursued these
15 individual claims in a separate arbitration. These claims were resolved with the assistance of
16 an experienced employment law mediator Michael Young, Esq. Pursuant to the Court's
17 Request, Plaintiff is receiving a total of Forty Thousand Dollars (\$40,000.00) in additional
18 compensation for this release of claims.
- 19 4. A true and correct copy of the parties Second Amendment to the Settlement Agreement is
20 attached as **Exhibit A**.
- 21 5. The parties agreed to revise the Notice of PAGA Settlement to ensure the Aggrieved
22 Employees were informed of the Entry of Judgement and are able to view it on the Settlement
23 Administrator's website. A true and correct copy with redlines of the changes is attached as
24 **Exhibit B**. A clean copy is attached as **Exhibit C**.

25
26
27 ///

6. The parties are also concurrently submitting a revised Proposed Order consistent with the Court's requests. The redlined version of that document is attached as **Exhibit D**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 1st day of August, 2025 at San Diego, California.

Eric Yaeckel
Eric K. Yaeckel

EXHIBIT A

Eric K. Yaeckel [CSB No. 274608]
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yaeckel@sullivanlawgroupapc.com
Ryan T. Kuhn [CSB No. 324538]
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

LAVONTRA BREAUX, in a Representative capacity only, 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]

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

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:

AMENDMENTS TO SETTLEMENT AGREEMENT

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

1. 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

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

SIGNATURES - READ CAREFULLY BEFORE SIGNING

8/1/2025

DATED: ____, 2025

DocuSigned by:


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.

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.

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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 \$ _____.

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Following the award of the above contingent costs, there will be a Net Settlement Amount of \$ _____ which will be 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.

NOTICE OF PAGA SETTLEMENT

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.

EXHIBIT C

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»

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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.

EXHIBIT D

Erie K. Yaeckel [CSB No. 274608]
yaeckel@sullivanlawgroupapc.com
Ryan T. Kuhn [CSB No. 324538]
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San Diego, California 92101
(619) 702-6760 * (619) 702-6761 FAX

~~Attorneys for Plaintiff LAVONTRA BREAUX in a Representative capacity only, and on behalf of
other members of the public similarly situated~~

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~~ April 3, 2025

Time: 2:00 p.m.

Dept.: CX-104

Judge: Hon. Melissa R. McCormick

1 TO ALL PARTIES HEREIN AND THEIR ATTORNEYS OF RECORD:

2 Plaintiff LAVONTRA BREAUX, in a Representative capacity only, and on behalf of other
3 members of the public similarly situated, Motion for Approval of a PAGA Settlement was heard in
4 Department CX104 of the above-entitled Court on ~~April 3~~August 14, 2025 at 2:00 p.m.

5 Having read and considered the application filed by Plaintiff's Counsel, any opposition thereto,
6 and the arguments of the parties, the Court finds there are sufficient grounds to grant Plaintiff's
7 Application in this matter. Accordingly, good cause appearing therefore,
8

9 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

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

13 1. All terms used in the PAGA Settlement Agreement shall have the same meaning here as defined
14 therein. The PAGA Settlement Agreement and all Amendments thereto, are attached as Exhibit A.

15 2. The terms of the settlement are fair, adequate, and reasonable, and therefore, are approved by the
16 Court;

17 2-3. The Gross Settlement Amount of \$167,125.00 is approved by the Court and shall be allocated as
18 follows:

19 ~~3-~~ Compensation to the Labor Workforce Development Agency ("LWDA") , in the amount
20 of \$ _____, and the PAGA Employees, in the aggregate amount of \$ _____, shall
21 be effected pursuant to the terms of the Settlement Agreement;

22 4. The Court hereby approves of the payment of Attorneys' Fees, in the amount of 30% of the Gross
23 Settlement Amount \$50,137.50 _____, and Costs, in the amount of \$10,103.44 _____;
24 to Plaintiff's Counsel to be effected pursuant to the terms of the Settlement Agreement;

25 5. The Court hereby approves of the payment of Plaintiff's Enhancement Award, in the amount of
26 \$ _____;
27 \$ _____;
28

[PROPOSED] ORDER

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- 1 6. The Court hereby approves of the payment to the Settlement Administrator, Phoenix Settlement
2 Administrators, in the amount of \$4,250.00. ~~The Settlement Administrator is ordered~~
3 ~~to make disbursements in accordance with the terms of the for its performance of its settlement~~
4 ~~administration services to be effected pursuant to the terms of the~~ Settlement Agreement;
- 5 7. The Court hereby approves of the proposed Notice to the PAGA Employees. The approved notice
6 is attached as Exhibit B.
- 7 8. ~~After a hearing from the Court approving the Final Accounting, all claims in the Action shall be~~
8 ~~and are hereby dismissed with prejudice. Moreover, t~~The LWDA and each and every PAGA
9 Employee, including Plaintiff, shall be deemed and hereby are deemed to have conclusively
10 released and forever discharged the Settling Defendant from the PAGA Released Claims, as
11 defined in the PAGA Settlement Agreement, and are hereby permanently barred and enjoined from
12 the institution or prosecution of any and all Released Claims against the Settling Defendant as of
13 the Effective Date as defined in the PAGA Settlement Agreement;
- 14 9. A final accounting hearing will be held by the Court on June 11, 2026, at .
15 2:00 p.m. in department CX-104. Plaintiff will submit to the Court a final report at least ~~5-9~~ Court
16 days prior to the final accounting, including the actual amounts paid to the PAGA Employees and
17 other amounts distributed under the settlement, including any uncashed checks.
- 18 ~~10. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an admission of~~
19 ~~liability or any wrongdoing by the Settling Defendant, nor is the Court's Order a finding of the~~
20 ~~validity of any claims in the Action or of any wrongdoing by the Settling Defendant;~~
- 21 11.10. This Order is intended to be a final disposition of the Action in its entirety;
- 22 ~~12. The Court will retain jurisdiction over the Parties to enforce the settlement until performance in~~
23 ~~full of the terms of the settlement pursuant to Code of Civil Procedure section 664.6.~~

24 **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.

~~14. Upon the Settlement Effective Date, as defined in the PAGA Settlement Agreement, Plaintiff and all PAGA Employees shall have by operation of the Final Order and this Judgment, fully, finally and forever release, relinquished, and discharged the Settling Defendant from the Released Claims as those terms are respectively defined in the Settlement Agreement.~~

Dated: _____

HONORABLE MELISSA R. McCORMICK
JUDGE OF THE SUPERIOR COURT

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