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SULLIVAN & YAECKEL LAW GROUP, APC
2330 Third Avenue
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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 **DECLARATION OF ERIC K. YAECKEL IN SUPPORT OF PLAINTIFF'S *UNOPPOSED* APPLICATION RE: PAGA SETTLEMENT APPROVAL** Date: April 3, 2025 Time: 2:00 p.m. Dept.: CX-104 Judge: Hon. Melissa R. McCormick

I, Eric K. Yaeckel, declare as follows:

1. I am an attorney licensed to practice law before all the courts of the State of California, and am employed with the law firm of SULLIVAN & YAECKEL LAW GROUP, APC, attorneys of record for Plaintiff LAVONTRA BREAUX, in a Representative capacity only, and on behalf of other members of the public similarly situated in this matter.

2. I make this declaration in support of Plaintiff's Unopposed Motion Re: PAGA Settlement Approval. I am personally familiar with the facts set forth in this declaration and, if called to testify, could and would do so.

Analysis of the Claims and Potential Penalties

3. The settlement administrator has not yet calculated the exact amounts owed to each aggrieved employees, as that is not set to occur until after settlement approval. However, there are estimated to be 325 employees and 6,685 total pay periods in the PAGA period. Plaintiff's original motion estimated approximately $22,605.86 would be the employees 25% share of the PAGA allocation. Using these numbers a person who worked only one pay period would recover $3.38. An employee who worked throughout the PAGA period (i.e. 48 pay periods) would recover $162.24. Should the Court not award all other contingent costs (e.g. attorneys fees and enhancement awards), these numbers would increase slightly.

4. Based on the dates of her employment, it is estimated Plaintiff (Ms. Breaux) worked approximately 21 pay periods during the PAGA period. That would result in an approximate recovery of $70.98 ($3.38 per pay period).

5. Plaintiff also entered into a separate confidential settlement agreement with Defendants which was intended to address claims she raised that were not related to the wage and hour claims in the instant action. Specifically, Plaintiff raised allegations that she was sexually harassed and assaulted by a third party vendor who was present at the worksite. She claimed the company did not adequately protect her nor did it adequately investigate her complaints on this issue. Had this matter not globally settled at mediation, Plaintiff would have separately pursued these individual claims in arbitration. While the settlement terms are confidential, and the parties contend it is not relevant to this settlement, the parties separate individual Settlement

Agreement can be lodged (but not filed) with the Court for its review, upon request.

6. Plaintiff's unpaid wages (and unpaid overtime) claims were centered around the allegation that employees were under employer control, but were instructed not to report all time worked. Plaintiff (as a manager) was also required to perform some administrative tasks outside of work hours. Finally, Plaintiff claimed Defendant failed to calculate the value of certain non-discretionary bonuses (Locci rewards and "holiday bonus") into the regular rate of pay for paying overtime.

7. However, Defendant presented evidence that it had a specific policies which prohibited off the clock work and argued that as a result, individuals inquiries and manageability issues would prevent a finding of liability on behalf of all employees. Defendant also argued the bonuses were discretionary in nature and thus did not need to be included in the regular rate of pay calculation.

8. Plaintiffs' counsel based its analysis below based on Defendants' written employment policies, and analysis of the time and wage records from Plaintiff and a random sampling of 15% of all aggrieved employee time and pay records.

9. 6,685 (total number of Pay Periods in the Limitations Period) x $100.00 (amount of penalty) x 65% (estimated number of Pay Periods show at least one violation)

= $434,525.00

10. As to meal period claims, Defendant's records confirm "missing," "short," or "late" meal periods which Plaintiff argued will establish liability pursuant to a recent Supreme Court decision. *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Plaintiff also challenged whether the written meal and rest period policies were missing required language in they did not explicitly allow employees to "leave the premises."

11. Defendant contended it provided compliant breaks and individualized inquiries will abound as to why individual employees may have failed to take appropriate meal or rest periods. Additionally, no records exist to show Plaintiff or other employees were provided rest periods, making this aspect of the claim much harder to prove.

12. 6,685 (total number of Pay Periods in the Limitations Period) x $100.00 (amount of penalty)

x 2 (1 Meal Period Violation + 1 Rest Period Violations) x 40% (Estimated Pay Periods show at least one violation)

= $534,800.00

13. Plaintiff alleged that - although it was infrequent - she was required to use her personal cell phone to make any changes to her schedule, communicate with other employees and with her superiors. Plaintiff contends that California law requires reimbursement to these employees whenever a cell phone is used in such a manner. See e.g., *Cochrane v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137. Defendant argued that *Cochrane* is distinguishable because there is no policy in this case that require employees to use their cellular phones. Defendant also argued that Plaintiff (as a supervisor) was not typical of other nonexempt employees regarding her alleged use of cellular phones.

14. 6,685 (total number of Pay Periods within the Statute of Limitations) x $100.00 (per violation) x 1 violations (Labor Code § 2802) x 25% (violation rate) = $167,125.00

15. Plaintiff contends Defendant also violated California Labor Code § 226 on multiple grounds, in that it failed to provide accurate information on the Wage Statements it provides to its California employees. However, Plaintiff acknowledges that these claims are largely derivative, in that both the gross and net wages would be inaccurate, due to the above-referenced claims. Defendant argued that list failure to list gross and net wages are derivative of other claims that may ultimately fail and as a result there is no "knowing and intentional failure" to list information, which is what triggers liability under Labor Code § 226 (e).

16. Similarly, waiting time penalties that could only be awarded if the Court found in favor of Plaintiff on unpaid compensation and meal and rest period claims. Moreover, Defendant would contend that the violations were not "wilful" which would serve to negate any liability. See Labor Code § 203.

17. 6,685 (total number of Pay Periods in the Limitations Period) x $100.00 (amount of penalty) x 1 (number of Labor Code violations 226) x 90% (amount of Pay Periods that show have at least one violation) = $601,650.00

145 (approximate ex-employees) x $100 (one time waiting penalty) = $14,500.00.

18. Adding up each of the above claims yields a total of $ 1,752,600 in maximum potential penalties, before any consideration of mitigation.

19. In a trial involving plaintiff's counsel, the Court found liability, but then significantly reduced the PAGA penalties, down to $5 a violation. See Carrington v. Starbucks Corp. (2018) 30 Cal.App.5th 504; See accord *Fleming v. Covidien, Inc.*, No. ED-CV-10-1487-RGK(OPx),2011 WL 7563047 at *4 (C.D. Cal. Aug. 12,2011)(reducing PAGA penalties by over 82%, in part because employer was "not aware" of violations).

20. In the *Carrington* decision, the Court also noted that other trial courts have declined to "stack" (impose multiple) penalties based on the same underlying Labor Code violation. See *Ruelas* v. *Costco Wholesale Corporation* (N.D. Cal. 2014) 67 F.Supp.3d 1137.

21. If the Court awarded penalties in line with Carrington and other authorities, it would reduce the maximum exposure to approximately $350,520 (estimating a 80% reduction). Moreover, the Court could (in its discretion) refuse to award all derivative penalties under Labor Code §§ 203, 226.

22. In anticipating a ruling in line with the above, our office estimated the actual anticipated maximum liability in a case of this type would be in the range of **$200,000.00** to **$300,000.00**.

23. Based on all the risks, Plaintiff's counsel believes the $167,125.00 settlement is a reasonable compromise on the disputed and contested claims. Counsel also believe it is in the best interests of the LWDA and Aggrieved Employees.

24. Pursuant to the Court's request Plaintiff's counsel is submitting the invoice of all attorney time billed for this case. This invoice is based on the contemporaneous time records of the attorneys who worked on the matter. A true and correct copy is attached as **Exhibit D**. The initials KAD refer to associate attorney Katherine Dishongh. The initials RTK refer to associate attorney Ryan Kuhn. The initials EKY refer to myself, named partner Eric K. Yaeckel. The hourly rates and tasks performed are included within the attached Exhibit, and were detailed in the original approval motion. (See ROA #45: original Yaeckel decl. ¶ 22).

25. Given the actual fees incurred, in the amount of **$64,296.00,** no lodestar multiplier is necessary,

and counsel is requesting less in fees than what was billed. **<u>Please Note</u>**: the original motion listed a lodestar of **$64,122.00**. However, an audit of the attorney timer records was performed subsequent to the Court's **November 21, 2024** order that confirmed the actual lodestar was very slightly higher.

26. There were obstacles to prosecution with the named Plaintiff who Defendant would have asserted that as a manager, she had at least some involvement in the scheduling of employee meal and rest breaks. This could have created a potential conflict as the class representative. Moreover, by getting an agreement from Defendant's to commit to an early mediation, Plaintiff's counsel did not have to incur large costs or fees and could maximize the recovery for the aggrieved employees and LWDA.

27. Although incurred in the prosecution of this matter, Plaintiff will forgo seeking reimbursement for the postage, copy, transportation and research charges. The requested invoice for the Judicate West mediation with Michael Young is attached to the declaration of counsel as Exhibit E. In line with the above, Plaintiff is amending his cost request to seek a total of **$10,103.44**.

28. I have met and conferred with opposing counsel, who confirmed that the employee population at issue does not need a Spanish translation of the notice.

<u>Exhibits</u>

29. Exhibit A is a true and correct copy of the parties Amendment To PAGA Settlement Agreement.

30. Exhibit B is a true and correct copy of the revised PAGA notice, which shows the changes tracked in redline.

31. Exhibit C is a true and correct copy of the revised PAGA notice, without the redline markup.

32. Exhibit D is a true and correct copy of an invoice containing all attorney billing records up through the date of submission of the original PAGA approval motion.

///

33. Exhibit E is a true and correct copy of an invoice from Judicate West for the cost of mediation with Mike Young, Esq.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 20th day of March, 2025 at San Diego, California.

Eric Yaeckel

Eric K. Yaeckel

EXHIBIT A

Eric K. Yaeckel [CSB No. 274608]
yaeckel@sullivanlawgroupapc.com
yaeckel@sullivanlawgroupapc.com
Ryan T. Kuhn [CSB No. 324538]
ryan@sullivanlawgroupapc.com
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San Diego, California 92101
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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]

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 as follows:

AMENDMENTS TO SETTLEMENT AGREEMENT

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.

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:

L Breaux

E06F0F156E82450...

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.

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. 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: (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: ~~includes all claims under PAGA that were alleged in the Action, including claims for civil penalties for alleged violations of the California Labor Code governing meal and rest periods, unpaid minimum and overtime wages, itemized wage statements, business expense reimbursement, and final pay requirements.~~

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.

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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»

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.

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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: (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.

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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).

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EXHIBIT D

Sullivan & Yaeckel Law Group APC
2330 Third Avenue
San Diego, CA 92101
Tax ID 61-1705115

Invoice submitted to:
Breaux v. L'Occitane, et al.

March 20, 2025

Invoice #10002

Professional Services

Date	Timekeeper	Description	Hrs/Rate	Amount
11/18/2022	KAD	Prepare records request letter	0.80 420.00/hr	336.00
	EKY	Client Intake Interview	2.20 600.00/hr	1,320.00
	KAD	Research entity status/prior litigation	4.10 420.00/hr	1,722.00
12/20/2022	KAD	Prepare LWDA letter	3.30 420.00/hr	1,386.00
	EKY	Review edit LWDA	0.40 600.00/hr	240.00
1/6/2023	EKY	Review client documents and emails	1.80 600.00/hr	1,080.00
1/24/2023	KAD	Prepare second records request letter	0.50 420.00/hr	210.00
2/2/2023	EKY	Receipt and review employee records from defendant, highlight potential violations	6.10 600.00/hr	3,660.00
2/3/2023	EKY	Further interview with client after records review	1.20 600.00/hr	720.00
3/8/2023	KAD	Prepare summons, civil case coversheet and complaint	5.40 420.00/hr	2,268.00
	EKY	Review edit complaint	0.50 600.00/hr	300.00

Date	Timekeeper	Description	Hrs/Rate	Amount
3/21/2023	KAD	Prepare set one discovery requests (Form Interrogatories General, Form Interrogatories Employment, Request for Admissions and Request for Production of Documents)	4.30 420.00/hr	1,806.00
	KAD	Prepare Plaintiff's Notice of Deposition of Defendant's Person Most Knowledgeable Regarding Defendant's Employee Compensation;	0.90 420.00/hr	378.00
	KAD	Prepare Plaintiff's Notice of Deposition of Defendant's Person Most Knowledgeable Regarding Defendant's Meal and Rest Period Policies	1.00 420.00/hr	420.00
	EKY	Review initial disc requests	0.70 600.00/hr	420.00
5/4/2023	EKY	Email to potential OC, re failure to answer, pending default	0.70 600.00/hr	420.00
5/15/2023	RTK	Email to M&C on outstanding written disc and NOD	1.10 420.00/hr	462.00
5/23/2023	EKY	TC with OC re oustanding discovery issues	0.40 600.00/hr	240.00
	EKY	Review all outstanding discovery and objections	1.40 600.00/hr	840.00
6/13/2023	EKY	Email to OC re request for disc extension / statistician	0.40 600.00/hr	240.00
6/23/2023	EKY	Call with OC regarding discovery and potential mediation	0.80 600.00/hr	480.00
7/7/2023	EKY	Review edit stipulation re continue status conf, email to OC re mediators	1.10 600.00/hr	660.00
7/25/2023	RTK	Email to oc re discovery extension	0.20 420.00/hr	84.00
7/29/2023	EKY	Email to OC re additional potential mediators	0.30 600.00/hr	180.00
	EKY	Research Mediators	1.50 600.00/hr	900.00
8/2/2023	EKY	TC to client	0.80 600.00/hr	480.00
	EKY	Follow up email to OC to confirm meditation dates	0.50 600.00/hr	300.00

			Hrs/Rate	Amount
8/4/2023	EKY	Email to OC re joint status statement	0.70 600.00/hr	420.00
9/7/2023	EKY	Email to OC re joint status statement	0.60 600.00/hr	360.00
10/24/2023	EKY	Prepare status email to client	1.30 600.00/hr	780.00
11/6/2023	RTK	Finalize draft of informal disc requests	1.60 420.00/hr	672.00
	EKY	Email to OC re mediaiton and informal disc	0.50 600.00/hr	300.00
11/28/2023	EKY	Analyze Pltf time records for mediation	4.10 600.00/hr	2,460.00
	EKY	Email to OC re potential missing records	0.60 600.00/hr	360.00
12/1/2023	RTK	Email to OC re mediation data	0.20 420.00/hr	84.00
	RTK	Initial review of mediation production	4.90 420.00/hr	2,058.00
12/3/2023	RTK	Flag all examples for mediation brief	6.60 420.00/hr	2,772.00
12/4/2023	RTK	Prepare exposure analysis	4.90 420.00/hr	2,058.00
12/5/2023	EKY	Draft Mediation brief	6.90 600.00/hr	4,140.00
	EKY	TC to client, review med brief and add details	1.60 600.00/hr	960.00
12/6/2023	EKY	Finalize mediation brief	5.30 600.00/hr	3,180.00
12/10/2023	EKY	Mediation Prep, flag additional violation examples	2.80 600.00/hr	1,680.00
	EKY	Research Defendant financials	1.50 600.00/hr	900.00
12/11/2023	EKY	Prep & Attend mediation	8.20 600.00/hr	4,920.00

			Hrs/Rate	Amount
12/12/2023	EKY	Review and Edit MOU; correspondence to opposing counsel re revisions	0.80 600.00/hr	480.00
	EKY	Corr to OC re changes to long form / escalator	0.50 600.00/hr	300.00
1/2/2024	EKY	Review and Agree to Final form MOU	1.20 600.00/hr	720.00
1/3/2024	EKY	TC to client	0.40 600.00/hr	240.00
1/4/2024	EKY	Telephone call with client	0.40 600.00/hr	240.00
2/16/2024	EKY	TC with client re final form of MOU	0.60 600.00/hr	360.00
	EKY	TC with client re final form of MOU	0.40 600.00/hr	240.00
2/17/2024	EKY	Prepare 1st draft of longform	3.80 600.00/hr	2,280.00
2/20/2024	EKY	Draft proposed notice	1.30 600.00/hr	780.00
3/6/2024	EKY	Email to follow up re proposed longform	0.40 600.00/hr	240.00
3/11/2024	EKY	Prepare status conference statement	0.60 600.00/hr	360.00
4/8/2024	EKY	Review Edits to Longform...Email to Admin for Bids	1.50 600.00/hr	900.00
5/15/2024	EKY	TC with client to go through final longform	0.60 600.00/hr	360.00
6/11/2024	EKY	PAGA approval motion	2.10 600.00/hr	1,260.00
6/19/2024	EKY	Edit PAGA approval motion	3.00 600.00/hr	1,800.00
6/24/2024	EKY	Reivew / edit re D's proposed Edits to PAGA motion	0.50 600.00/hr	300.00
7/2/2024	EKY	Review local rules and email OC to finalize PAGA notice	1.10 600.00/hr	660.00

			Hrs/Rate	Amount
7/3/2024	EKY	Finalize and file Approval Motion	4.60 600.00/hr	2,760.00
11/21/2024	EKY	Review Tentative Ruling.... Email to OC re changes and submitting	0.60 600.00/hr	360.00
		For professional services rendered	**119.10**	**$64,296.00**
		Balance due		$64,296.00

EXHIBIT E

JUDICATE WEST
Alternative Dispute Resolution
Results Beyond Dispute℠

Santa Ana
1851 E. First Street
Suite 1600
Santa Ana, CA 92705
Phone: (714) 834-1340
Fax: (714) 834-1344
www.judicatewest.com

INVOICE

Due Upon Receipt

Eric K. Yaeckel, Esq.
Sullivan & Yaeckel Law Group, APC
yaeckel@sullivanlawgroupapc.com

Invoice Number: 604514
Invoice Date: 8/9/2023
JW Case: A306550
Case Manager: Joselyn Alexander

Lavontra Breaux vs. L'Occitane, Inc.
Neutral: Michael D. Young, Esq.

Description	Hours	Rate	Fee	Share	Total
Case Management Fee	-	$375.00	$375.00	-	$375.00
Full Day Rate - 12/11/2023	-	$1,600.00	$16,000.00	1/2	$8,000.00

Please Note:

Total Due Now: $8,375.00

FULL DAY RATE: Covers a maximum 10 hours of time inclusive of review/preparation.
Any additional time will be billed at the mediator's hourly rate of $1,600.

Remittance Instructions:
Please reference invoice 604514 on your check made payable to Judicate West and mail to
1851 East First Street, Suite 1600, Santa Ana, CA 92705.

To pay online via ACH or credit card please visit: www.judicatewest.com/Resource/Payment

JW's Tax ID: 33-0626684. JW's W-9 is available online under "Resources" at www.JudicateWest.com

Invoices are due upon receipt to secure your reserved date(s).

Any retainers billed are for additional time required including, but not limited to, review, preparation, and/or post session neutral services. Any unused retainer will be refunded. Please refer to your Services Agreement or Neutral Fee Schedule for information regarding cancelation/continuance deadlines.
All filing fees and the initial case management fee are non-refundable.
For arbitration matters, indigent consumers as defined by Cal. Code Civ. Proc. § 1284.3(b)(1) may obtain a waiver of JW's filing fees and case management fees.
Please contact a JW Case Manager for more information.

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