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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF LOS ANGELES**

15 BRIANNA ROMERO, individually, and on behalf
of all others similarly situated,

16 *Plaintiff,*

17 v.

18 LEVI STRAUSS & CO., a Delaware corporation;
19 LEVI'S ONLY STORES, INC., a Delaware
corporation; and DOES 1 through 10, inclusive,

20 *Defendants.*

Case No.: 24STCV02320 (lead)
Case No.: 24STCV06525
Case No.: 24STCV13061

*Assigned for all purposes to:
Hon. Kenneth R. Freeman*

21 **AMENDED ~~PROPOSED~~ ORDER**
22 **GRANTING PLAINTIFFS' MOTION FOR**
23 **PRELIMINARY APPROVAL OF CLASS**
24 **ACTION AND PAGA SETTLEMENT**

25 Date: June 13, 2025
26 Time: 4:00 p.m.
27 Dept.: 14
28

FILED
Superior Court of California
County of Los Angeles

06/20/2025

David W. Slayton, Executive Officer / Clerk of Court

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~~**PROPOSED**~~ **ORDER**

Having reviewed Plaintiffs Thora Magney's and Esha Hickson's ("Plaintiffs") Motion for Preliminary Approval of Class Action Settlement ("Motion"), the Declaration of John G. Yslas, the Declaration of Enoch J. Kim, Plaintiffs' declarations, the Declaration of Jodey Lawrence, the Supplemental Declaration of Antonia McKee, and the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiffs and Defendants Levi Strauss & Co., Levi's Only Stores, Inc., and I Am Beyond, LLC ("Defendants"), attached to the Supplemental Declaration of Antonia McKee in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants have agreed to create a common fund of \$3,095,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a \$160,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of which (\$120,000.00) will be paid to the State of California, Labor & Workforce Development Agency and 25% of which (\$40,000.00) will be paid to eligible Aggrieved Employees; (c) Class Representative Service Award of up to \$10,000.00 to Plaintiff Thora Magney and \$10,000.00 to Plaintiff Esha Hickson; (d) Class Counsel's attorneys' fees, not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$1,083,250.00), and up to \$40,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$25,000.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within

1 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
2 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
3 and reasonable to the Class Members when balanced against the probable outcome of further
4 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
5 significant informal discovery, investigation, research, and litigation have been conducted such
6 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
7 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
8 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
9 the result of intensive, serious, and non-collusive negotiations between the Parties with the
10 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
11 that the Settlement Agreement was entered into in good faith.

12 4. A final fairness hearing on the question of whether the proposed Settlement,
13 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
14 Workforce Development Agency for its share of the settlement of claims for penalties under the
15 Private Attorneys General Act, and the Class Representatives' Service Awards should be finally
16 approved as fair, reasonable and adequate as to the members of the Class is hereby set in
17 accordance with the Implementation Schedule set forth below.

18 5. The Court provisionally certifies for settlement purposes only the following class
19 (the "Class"): "refers to all non-exempt, hourly individuals who worked for Levi Strauss & Co.,
20 Levi's Only Stores, Inc., or I Am Beyond, LLC in California during the Class Period."

21 6. "Class Period" means the period from January 30, 2020, to December 31, 2024.

22 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
23 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
24 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
25 of law and fact that are common, or of general interest, to all Settlement Class Members, which
26 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
27 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
28 the interests of the Settlement Class Members; and (5) a class action is superior to other

1 available methods for the fair and efficient adjudication of the controversy.

2 8. The Court appoints as Class Representatives, for settlement purposes only,
3 Plaintiffs. The Court further preliminarily approves Plaintiff Thora Magney's ability to request
4 a Service Award up to \$10,000.00 and Plaintiff Esha Hickson's ability to request a Service
5 Award up to \$10,000.00.

6 9. The Court appoints, for settlement purposes only, John G. Yslas, Jeffrey C. Biles,
7 Aram Boyadjian, Lisa B. Iturriaga, and Andrew Sandoval of Wilshire Law Firm, PLC, and Emil
8 Davtyan, David Yeremian, Roman Shkodnik, Enoch J. Kim, Amanda Fazio, and Antonia
9 McKee of D.Law, Inc., as Class Counsel. The Court further preliminarily approves Class
10 Counsel's ability to request attorneys' fees of up to thirty-five percent (35%) of the Gross
11 Settlement Amount (i.e., \$1,083,250.00), and costs not to exceed \$40,000.00.

12 10. The Court appoints Phoenix Class Action Administration Solutions as the
13 Settlement Administrator with reasonable administration costs estimated not to exceed
14 \$25,000.00.

15 11. The Court approves, as to form and content the Class Notice, attached to the
16 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
17 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
18 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
19 thereto.

20 12. The Parties are ordered to carry out the Settlement according to the terms of the
21 Settlement Agreement.

22 13. Any Class Member who does not timely and validly request exclusion from the
23 Settlement may object to the Settlement Agreement.

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14. The Court orders the following implementation schedule:

EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	21 days after entry of the Preliminary Approval Order
Settlement Administrator to mail the Notice Packets	14 days after receipt of Class Data
Class Member Opt Out, Objection and Workweek and/or Pay Period Dispute Deadline	45 days after mailing Notice to Class
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	14 days before the last day to file Plaintiffs' Motion for Final Approval
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiff	16 court days before the calendared Final Approval Hearing
Final Approval Hearing	December 9, 2025 at 9:00 a.m./ p.m.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: 06/20/2025




Hon. Timothy Patrick Dillon
Los Angeles County Superior Court
Timothy Patrick Dillon / Judge

Service awards likely to be \$7,500 each, not \$10,000