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10 Attorneys for Plaintiff THORA MAGNEY
11 *[Additional Counsel on following page]*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

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

16 *Plaintiff,*

17 v.

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

21 *Defendants.*

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

Assigned for all purposes to:
Hon. Kenneth R. Freeman
Dept. 14

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: September 9, 2025
Time: 11:00 a.m.
Dept.: 14

D. LAW, INC.

Emil Davtyan (SBN 299363)

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Attorneys for Plaintiff ESHA HICKSON

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1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California. I am Senior Counsel at D.Law, Inc. and counsel for plaintiff Esha Hickson (“Plaintiff”), on behalf of herself and all other similarly situated employees of defendants Levi Strauss & Co., Levi’s Only Stores, Inc., and I Am Beyond, LLC (collectively referred to as “Defendants”)

2. All of the matters set forth herein are within my personal knowledge. I submit this Declaration in support of plaintiffs Esha Hickson’s and Thora Magney’s (“Plaintiffs”) Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”). A copy of Plaintiffs’ and Defendants’ (“Plaintiffs and Defendants collectively referred to herein as “the Parties”) Class Action and PAGA Settlement Agreement (“Settlement Agreement”) is attached hereto as Exhibit 1.

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3. On March 14, 2024, Plaintiff Hickson commenced a class action by filing a complaint alleging ten causes of action against Defendants Levi Strauss & Co., Levi's Only Stores, Inc., and Body Yoga, alleging: (1) failure to pay minimum wages; (2) failure to pay wages and overtime under Labor Code § 510; (3) meal-period liability under Labor Code § 226.7; (4) rest-break liability under Labor Code § 226.7; (5) failure to pay vacation wages; (6) failure to comply with Labor Code § 245 *et seq.* and 246; (7) violation of Labor Code § 226(a); (8) penalties pursuant to Labor Code § 203; and (9) violation of business and professions code § 17200 *et seq.*, Case No. 24STCV06525. On the same date, Plaintiff sent a letter to the LWDA as required by Labor Code § 2699.3(a), and the LWDA did not respond with the intent to investigate. Therefore, on May 20, 2024, Plaintiff filed a first amended complaint adding a cause of action for penalties under the Private Attorneys General Act ("PAGA") ("Hickson Action").

4. Plaintiff's counsel was then later informed about other Class and PAGA actions against Defendant entitled *Briana Romero v. Levi Strauss & Co. et al.*, Class Action Case No. 24STCV02320 and PAGA Action Case No. 24STCV13061 (herein referred to as the "Romero

1 Actions”). After conversations amongst Plaintiffs’ counsel (“Class Counsel”), Plaintiffs and their
2 counsel agreed to jointly litigate and consolidate the Hickson and Romero Actions as well as explore
3 early resolution via mediation and engage in informal discovery prior to mediation.

4 5. The Parties thereafter filed a stipulation and proposed order to consolidate the three
5 actions. After the Court issued an order on February 20, 2025, granting Plaintiff Romero leave to
6 file a consolidated complaint of the Hickson and Romero Actions, the Parties filed a consolidated
7 complaint entitled *Thora Magney and Esha Hickson v. Levi Strauss & Co, et al.* (“Operative
8 Complaint”), Case No. 24STCV02320 (“the Action”), which additionally added Thora Magney as
9 a named plaintiff, and dismissed Brianna Romero as a named plaintiff, as well as added I Am
10 Beyond, LLC as a named defendant.

11 **Settlement Efforts**

12 6. On October 21, 2024, the Parties participated in an all-day mediation with Daniel
13 Turner, a respected and highly experienced mediator in wage and hour class actions. During
14 mediation, counsel for Plaintiffs and Defendant discussed all aspects of the case, including the risks
15 of continued litigation facing the Parties, as well as the law and how it applied to the facts of this
16 case. Following a full day of mediation, the Parties agreed to general settlement terms to resolve the
17 Action and finalized the Memorandum of Understanding (“MOU”) on December 18, 2024. The
18 Parties continued to work together, negotiating the long-form settlement terms following mediation,
19 as set forth in the Settlement Agreement, which was finalized on March 10, 2025.

20 7. Based on their own independent investigations and evaluations, Class Counsel is of
21 the opinion that the Settlement with Defendants for the consideration and terms set forth herein,
22 considering the representative and class claims and the risk of loss, is fair, reasonable, and adequate,
23 and is in the best interests of the Class. Class Counsel is also of the opinion that the total
24 consideration and payment set forth in this Settlement Agreement is adequate in light of the
25 uncertainties surrounding the risk of further litigation, the possibility of losing class certification,
26 that the PAGA claim could be deemed unmanageable, and the defenses that Defendant has asserted
27 and/or could assert as to the substantive merit of the claims.

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- Class Counsel Fees Award: Up to thirty-five (35%) of the Gross Settlement Amount, or \$1,083,250.00, to Class Counsel for attorneys' fees;
- Class Counsel Costs Award: Up to \$40,000.00 to Class Counsel for reimbursement of reasonable expenses incurred to prosecute the Action;
- Class Representative Service Award: Up to \$10,000.00 to each Plaintiff (\$20,000.00 total) as an enhancement award for service as the class representative and in exchange for Plaintiffs' Released Claims;
- Settlement Administration Costs: Up to \$25,000.00 to the Settlement Administrator for its fees and costs to administer the Settlement;
- PAGA Amount: \$160,000.00 for settlement of claims for civil penalties under PAGA, with 25% allocated to the PAGA Members as PAGA Member Payments (\$40,000.00) and 75% allocated to the LWDA (\$120,000.00) will be paid to the LWDA ("LWDA Payment").

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Request for Attorneys' Fees and Costs

10. **Under the Settlement**, Class Counsel requests a Class Counsel Fees Award of One Million Eighty-Three Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,083,250.00) in attorneys' fees and a Class Counsel Costs Award not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) for reimbursement of actual reasonable litigation costs. (Exh. 1, §3.2.2). This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to Class Members, communicating with Class Members regarding their claims, assisting in the administration of the settlement if it is preliminarily approved, and obtaining final approval. Defendants do not oppose Class Counsel's above fees and cost request.

The Class Representative Service Payment is Fair and Reasonable

11. Plaintiff Hickson is entitled to a reasonable service payment for her efforts and initiative in bringing and helping to prosecute this action on behalf of herself and her fellow employees. Plaintiff Hickson spent a considerable amount of time better apprising herself of her rights, deciding whether remedial action should be taken, how it should be taken, searching for attorneys, and finally contacting Class Counsel, who spent many hours with Plaintiff Hickson discussing the case and the law. Specifically, Plaintiff Hickson spent a significant amount of time with Class Counsel detailing her knowledge of Defendants' wage and hour policies and practices, including work schedules and meal and rest breaks, and helping Class Counsel with the prosecution of this action. In light of the foregoing, Class Counsel believes that the service award in the amount of \$10,000.00 to Plaintiff Hickson is fair and reasonable.

Qualifications and Adequacy of Class Counsel

12. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'

counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

13. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiff and the putative Class and aggrieved employees in this action. Our practice is exclusively focused on employment matters and representing plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

14. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles, BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara, 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los Angeles, BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California in Tulare, 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California, 17-cv-05534-LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California, 2:17-cv-04910-FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-RAO), *Leach v. The Claremont*

1 *Colleges, Inc.* (Superior Court of California in Los Angeles, BC686451), *Vaesau v. PCT*
2 *Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra Costa
3 MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court of
4 the State of California, County of Contra Costa, MSC18-00859), *Roach v. Westcare California, Inc.*
5 (Superior Court of California in Kern County, BCV-17-102367-SDS), *Patton v. Church & Dwight*
6 *Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL Employees, Inc.*
7 (Superior Court of California in Madera, MCV074787), *Ferraro v. USC Verdugo Hill s Hospital,*
8 *et al.* (Superior Court of California in Los Angeles, 18STCV09463), *Ford v. Account Control*
9 *Technology, Inc., et al.* (Superior Court of California in Los Angeles, 19STCV09369), *Ornelas v.*
10 *iStorage, et al.* (Superior Court of California in San Francisco, CGC-18-571421), *Martinez v.*
11 *Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307), *Barrera et al. v. Exclusive*
12 *Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687), *Barajas v. Mancha*
13 *Development Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-
14 CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of
15 California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court
16 of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating LP, et al.* (Southern
17 District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville East, LLC, et al.*
18 (Superior Court of California in Santa Cruz, 20CV01868), *Stephenson v. Bakersfield Dodge, Inc.*
19 (Superior Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo Boss Retail, Inc.*
20 (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), *Walker v. Ariat*
21 *International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr v. Petvet Care*
22 *Centers (California) Inc.* (Superior Court of California in Santa Clara, 19CV354063), *Jimenez v.*
23 *OEC Distribution Services, Inc.* (Superior Court of California in San Bernardino, CIVDS1915743),
24 *Virdi v. Absolute Security International* (Superior Court of California in San Bernardino, CIVDS
25 1909589), *Raj v. First Transit, Inc* (Superior Court of California in Sacramento, 34-2021-00295895-
26 CU-OE-GDS), *Marchbanks v. Torrid Administration, Inc.* (Superior Court of California in San
27 Diego, 37-2020-00008179-CU-OE-NC), among others.

28 15. As Senior Counsel at D.Law, I manage the class action and PAGA settlement department.

1 I was admitted to the California Bar in December 2008. I received my J.D. from Pepperdine
2 University School of Law and B.S. from University of Southern California. Since graduating from
3 law school, I have dedicated virtually my entire career on the practice of employment law. I have
4 practiced employment law from the plaintiff's side, defense side, and from an in-house position. I
5 have significant experience specifically working on wage and hour class actions from the plaintiff's
6 side as well as the defense side, with the majority of my experience coming from the plaintiff's side
7 representing employees and obtaining significant settlements on their behalf.

8 16. Attorney David Yeremian is Managing Attorney at D.Law and counsel of record for
9 Plaintiff. Mr. Yeremian graduated from UC Berkeley in 1997 and received his law degree and
10 MBA from UCLA in 2001. Mr. Yeremian has been honored as a Super Lawyers Rising Star in
11 2009, 2010, 2012-2015 and has been named and honored as a Super Lawyer. Since 2007, Mr.
12 Yeremian has focused exclusively on representing employees, including in wage-and-hour class
13 actions. During his career, Mr. Yeremian has represented employees in hundreds of wage-and-
14 hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern,
15 and Northern Districts of California), and has obtained six and seven-figure settlements against a
16 range of defendants, including Fortune 500 companies.

17 17. Attorney Roman Shkodnik received his Bachelor of Arts in history and political science
18 from the University of California, Los Angeles, in 2007. He then earned his Juris Doctorate from
19 Loyola Law School in May of 2011. Upon graduating from law school, he has exclusively focused
20 his practice on representing employees including in wage-and-hour class actions. During his career,
21 he has represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead
22 counsel (including in the Central, Southern, Eastern and Northern Districts of California), and he
23 has obtained six and seven figure settlements against a range of defendants, including Fortune 500
24 companies. These cases have involved the gamut of wage-and-hour claims, including claims for
25 failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure
26 to pay timely wages - similar to claims at issue in the present matter.

27 18. The collective experience of the D.Law attorneys in litigating employment wage and hour
28 matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a

1 case, and generally negotiating fair and reasonable class and representative action settlements.
2 Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the
3 constantly evolving substantive law (state and federal), as well as the procedural law of class and
4 representative action litigation. In this action, the attorneys at D.Law are fully equipped to use the
5 skills and knowledge developed over decades of prosecuting and defending wage and hour class
6 actions to fairly and adequately represent the interests of the Class members and aggrieved
7 employees. Therefore, based on our resources, experience, and knowledge, the attorneys at D.Law
8 are well-qualified to act as Class Counsel and represent Plaintiff and the putative Class members
9 and PAGA Members in this action.

10 19. We understand the responsibilities owed as counsel to the Settlement Class Members
11 and PAGA Members we represent. The attorneys at D.Law thoroughly investigated the claims
12 asserted in this action and remained committed to dedicating the resources necessary to represent
13 the Settlement Class and vigorously pursue their claims. Based upon my experience and
14 understanding of the claims and defenses in this action, I believe the settlement is fair, adequate,
15 and reasonable for the Settlement Class Members and PAGA Members and all involved, and that
16 the Settlement is well within the range of reasonableness that would permit it to be finally
17 approved. I am not aware of any conflict of interest with Plaintiffs, any other Class Member, or the
18 Settlement Administrator, that would interfere with our duties as Class Counsel.

19
20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct.

22
23 Executed this 21st day of March 2025, at Glendale, California

24 
25 _____
26 Enoch J. Kim
27
28

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18 Attorneys for Plaintiff THORA MAGNEY
19 [Additional Counsel on following page]

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23 behalf of all others similarly situated,

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27 corporation; LEVI'S ONLY STORES, INC., a
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3/21/2025 5:52 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Valenzuela, Deputy Clerk

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**DECLARATION OF ESHA HICKSON IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

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Attorneys for Plaintiff ESHA HICKSON

DECLARATION OF ESHA HICKSON

I, ESHA HICKSON, hereby declare:

1. I am over the age of eighteen and I submit this Declaration in support of the Motion for Preliminary Approval of the Class Action and PAGA Settlement in this matter. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

2. I am currently a resident of Raleigh, North Carolina. I worked for I Am Beyond, LLC as an hourly-paid, non-exempt, full-time stylist from approximately October 2022 to April 2023. I retained the law firm of D.Law, Inc. to represent me in this class action lawsuit against Defendants for the alleged practices and violations as stated in the operative Complaint in this action.

3. I believe that I am similarly situated to all other Class Members who worked for Levi Strauss & Co., Levi's Only Stores, Inc., and I Am Beyond, LLC ("Defendants") during the Class Period and who were similarly affected by Defendant's policies and practices regarding payment of minimum wages and overtime, meal periods, rest periods, final payment of wages to terminated or resigned employees, provision of accurate wage statements, reimbursement of business expenses, production of requested employment records, alleged violations of the unfair competition law, and alleged violations under the Private Attorney Generals Act. I believe my claims against Defendants are typical of the other Class Members because I believe the claims asserted in the operative Complaint are also shared by the other Class Members.

4. I understand that I am asking to be approved to serve as a Class Representative for the Settlement Class in this action, which I understand is defined as follows: all non-exempt, hourly individuals who worked for Levi Strauss & Co., Levi's Only Stores, Inc., or I Am Beyond, LLC in California during the Class Period, which is January 30, 2020, to December 31, 2024.

5. I also understand there are approximately 3,764 similarly situated employees that satisfy the Class definition. I also understand that I am serving as a representative Plaintiff on

1 behalf of other similarly situated aggrieved employees in California in connection with our
2 claims under Labor Code §§ 2698 *et seq.*, the Private Attorneys General Act (“PAGA”) for
3 penalties.

4 6. Additionally, I believe that my interests have been and continue to be aligned
5 with all Class Members. I believe my interests are the same as the other employees because we
6 were all subject to the same policies and practices and were similarly injured by Defendants’
7 company-wide policies and practices. I am seeking the same recovery on behalf of myself and the
8 other employees, which is to collect unpaid wages, penalties, and interest that are owed to us by
9 Defendants. I have been and am willing to continue to pursue the Class Members’ claims
10 vigorously on our collective behalf. As a result, I firmly believe that I do not have any interests
11 that are adverse to the interests of the Class Members.

12 7. As a Class Representative, I believe I have maintained the best interests of the
13 Class Members. I have actively participated in this litigation and have been continuously
14 apprised of the progress of the case. I have provided documents and evidence to Class Counsel
15 in support of the class claims and discussed Defendants’ wage and hour policies and practices
16 at length with Class Counsel. I have also invested significant time and efforts in performing my
17 duties on behalf of the Class, including speaking to witnesses, preparing for settlement
18 negotiations, and reviewing the settlement. I estimate that I have devoted approximately 25
19 hours of my time to all of the above tasks to vigorously represent the interests of the Settlement
20 Class.

21 8. I also believe the Settlement obtained on behalf of the Settlement Class is fair and
22 reasonable in view of the facts, claims and the risk of going through further litigation in this case.

23 9. I have not yet received any consideration or promises that are different than any of
24 the other Class Members. In my opinion, the requested service payment award of \$10,000.00 is
25 fair and reasonable given the risks I have taken, the tasks I have performed, the time I have
26 invested, and the real benefit which the Class Members will receive from this class action. I view
27 this settlement as fair and reasonable to all Class Members.

28 ///

10. I freely chose to champion the interests of the Class and freely accepted the risks of being a Class Representative in a class action that could stigmatize me and, although unknown at this time, may affect my future employability in this industry or any other industry. I also do not believe my decision to accept the Settlement and proposed \$10,000.00 service award compromised my duty to protect the interest of the Class. I also understand the \$10,000.00 service award is subject to the Court's approval and discretion. Furthermore, although there is no record of such activity, I accepted the real risk of potentially being liable for the opposing parties' costs and attorneys' fees if I were unsuccessful in this lawsuit.

11. I am also aware of the fee splitting agreements between Class Counsel and I have signed an acknowledgment regarding this.

12. I will continue to actively participate in this lawsuit as necessary and will continue to make myself available to assist in this case moving forward as needed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 14th, 2025, at Raleigh, North Carolina.

DocuSigned by:



E1C372E7038E4F6...

Esha Hickson

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Attorneys for Plaintiff THORA MAGNEY
[Additional Counsel on following page]

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David W. Slayton,
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**DECLARATION OF JODY LAWRENCE
ON BEHALF OF PHOENIX CLASS
ACTION ADMINISTRATION
SOLUTIONS IN SUPPORT OF
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Attorneys for Plaintiff ESHA HICKSON

DECLARATION OF JODEY LAWRENCE

I, Jodey Lawrence, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by Phoenix Class Action Administration Solutions (“Phoenix”), as President of Business Development.

3. I personally have over fifteen years of experience in claims management and administration of class and collective action matters.

4. Phoenix has never had any financial interests in nor affiliation with the Parties or their counsel in the matter of *Thora Magney and Esha Hickson v. Levi Strauss & Co.*, also has no actual or potential conflicts of interest with the Class.

Qualifications and Experience as an Administrator

5. A true and correct copy of Phoenix’s Curriculum Vitae is attached hereto as **Exhibit A.**

6. Phoenix has extensive experience administering class action matters and has been appointed as the administrator in matters pending in both State and Federal courts. Phoenix has administered complex wage-and-hour, labor and employment, consumer/product liability, TCPA, FLSA, FACTA, ERISA, PAGA, and class action matters through final approval and distribution. Phoenix has developed a robust system of quality assurance measures to ensure that the highest quality service is provided.

7. Phoenix has extensive experience in, and are experts, at all aspects of administering complex class action matters. This includes: (a) preparing, translating, printing, mailing and tracking privacy notices; (b) operating a 24/7/365 multi-lingual call center; (c) establishing settlement websites; (d) claims management; (e) USPS processes and systems, including third party tracing and the use of reverse telephone directory services; (f) database management, programming and security protocols; (g) calculating and issuing settlement payments; and (8) tax management, filings, and account reconciliation.

8. Phoenix's Claims Management Group has extensive experience in all aspects of Notification and Identification of Class Members, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, and Accounting and Reconciliation.

Protection of Class Data

9. Phoenix has adequate procedures in place to safeguard the data and funds to be entrusted to it. Phoenix's Technology and Banking Groups are directly involved with Management on all issues regarding Information Security and Settlement Fund transfers, as it pertains to the continuance of business processes, and all risk, vulnerability, and security assessments as it pertains to sensitive data. The groups, along with Phoenix's internal systems, monitor and communicate with Management on a comprehensive level to prevent potential Strategic or Compliance Risks. All processing of confidential and personal information is handled and maintained within the organization and therefore all data received is kept within a strict chain of custody internally. All informational assets are classified and assigned based on an initial case assessment as well as client and procedural requirements. The Technology Group handles all higher-level ownership of information and physical peripherals, as well as ownership of direct/indirect assets associated with technology and the continuance of business. Specific Users, Groups, or Entities are assigned Shared Ownership or Management Capability based on procedural needs and security level granted.

10. In addition to high levels of Data Center Policies/Procedures and Facility/Maintenance Security Protocols, Phoenix conducts semi-annual training to maintain additional safeguards regarding the following:

- a. Phoenix's Business Continuity Policy;
- b. Phoenix's Disaster Recovery Plan;
- c. Phoenix's Incident Response Plan;
- d. Phoenix's Personal Computer Security Policy;
- e. Phoenix's Data Archiving and Retention Policy;
- f. Phoenix's Personnel Security Policy;

- g. Phoenix's Risk Assessment;
- h. Phoenix's Service Provider Risk Assessment;
- i. Phoenix's Classification and Access Rights Policy;
- j. Phoenix's Password Policy;
- k. Phoenix's Certification of Destruction; and
- l. Phoenix's Security Awareness Training Program.

11. Phoenix currently maintains an errors and omissions insurance policy, with a limit of liability of \$2,000,000, in addition to cyber insurance policy, with a limit of liability of \$3,000,000.

Procedures for Notice Preparation and Distribution

12. As part of the procedures for mailing the Class Notice, Phoenix will run the names of all Class Members through the National Change of Address Database ("NCOA") to determine any updated addresses prior to the initial mailing. If a Class Notice from the initial notice mailing is returned as undeliverable, Phoenix will attempt to obtain a current address for the Class Member to whom the returned Class Notice had been mailed within three (3) calendar days of receipt of the returned Class Notice by undertaking skip tracing. If Phoenix is successful in obtaining a new address, it will promptly remail the Class Notice to the Class Member. Furthermore, any Class Notices that are returned to Phoenix with a forwarding address before the Response Deadline will be promptly remailed to the forwarding address affixed thereto.

13. Phoenix's costs are reasonable and competitive when compared to the industry.

14. To complete the administration of the *Thora Magney and Esha Hickson v. Levi Strauss & Co.*, case, Phoenix will include hard cost and hourly costs detailed below:

a. Hard Cost: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing and Remailing costs.

b. Hourly Cost: The hourly rates include Programming Database & Setup, Project Management, Notice Packet Formatting, Programming Undeliverable, Programming Claims Database, Programming Calculations, Disbursement Review, Printing of Notice &

1 Checks, Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing, and Case
2 Management/Maintenance.

3 15. Phoenix prepared a detailed breakdown illustrating how its fee was calculated. A
4 true and correct copy of Phoenix's Will Not Exceed Total bid of \$25,000 is attached hereto as
5 **Exhibit B.**

6 I declare that under the penalty of perjury under the laws of the United States and
7 California the foregoing is true and correct. Executed on March 5, 2025 at Orange, California.

8
9 
10 Jodey Lawrence

EXHIBIT A



CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 411 N. Batavia, Suite 105 Orange, CA 92867

Phone: 800-784-2174 Fax: 619.338.0308

www.psaaction.com

EXHIBIT B



CASE ASSUMPTIONS

Class Members	3,480
Opt Out Rate	1%
Opt Outs Received	35
Total Class Claimants	3,445
Subtotal Admin Only	\$25,000.00

Not-to-Exceed Total \$25,000.00

For 3480 Class Members

Pricing Good for Scope of Estimate Only

January 30, 2025

Case: Romero/Hickson v. Levi Strauss & Co., Opt-Out Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Party: Roman Shkodnik

Firm: D.LAW

Contact Number: (818) 962-6465

Email: r.shkodnik@d.law

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 3480 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$155.94	1	\$155.94
Call Center & Long Distance	\$1.95	16	\$31.20
NCOA (USPS)	\$340.00	2	\$680.00
Total			\$1,617.14

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.20	3,480	\$696.00
Notice Packet & Opt-Out Form	\$1.15	3,480	\$4,002.00
Estimated Postage (up to 2 oz.)*	\$0.69	3,480	\$2,401.20
Static Website	\$250.00	1	\$250.00
Total			\$7,599.20

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	5	\$275.00
Skip Tracing Undeliverables	\$1.50	348	\$522.00
Remail Notice Packets	\$1.15	348	\$400.20
Estimated Postage	\$0.69	348	\$240.12
Programming Undeliverables	\$50.00	5	\$250.00
Total			\$1,687.32

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Opt-Out Processing	\$125.00	2	\$250.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	9	\$87.00
Case Manager	\$85.00	4	\$340.00
Total			\$1,037.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	6	\$750.00
Mail Class Checks *	\$1.25	3,445	\$4,306.50
Estimated Postage	\$0.69	3,445	\$2,377.19
Total			\$8,323.69

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	6	\$750.00
Remail Undeliverable Checks (Postage Included)	\$2.50	172	\$430.65
Case Associate	\$55.00	6	\$330.00
Reconcile Uncashed Checks	\$100.00	6	\$600.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$75.00	3	\$225.00
Final Reporting & Declarations	\$100.00	2	\$200.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$2,000.00	1	\$2,000.00
Total			\$4,735.65

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$25,000.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

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WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff THORA MAGNEY
[Additional Counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

v.

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

Defendants.

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

*Assigned for all purposes to:
Hon. Kenneth R. Freeman
Dept. 14*

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: September 9, 2025
Time: 11:00 a.m.
Dept.: 14

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/21/2025 5:52 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Valenzuela, Deputy Clerk

D. LAW, INC.

Emil Davtyan (SBN 299363)

emil@d.law

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a.bliznets@d.law

450 N. Brand Avenue Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Attorneys for Plaintiff ESHA HICKSON

1 I, John G. Yslas, hereby declare as follows:

2 1. I am an attorney at law licensed to practice before all of the courts of the State of
3 California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiff Thora
4 Magney (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of
5 all of the facts set forth herein.

6 2. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval
7 of Class Action and PAGA Settlement.

8 **Procedural History**

9 3. On January 30, 2024, Plaintiff Brianna Romero sent a letter to the LWDA as
10 required by Lab. Code § 2699.3(a). A true and correct copy of the letter sent to the LWDA on
11 January 30, 2024 is attached hereto as **Exhibit 3**. The LWDA did not respond to this notice,
12 indicating it did not intend to investigate, thereby authorizing Plaintiff Brianna Romero to represent
13 the State of California as a private attorney general for the purposes of PAGA. On the same date,
14 Plaintiff Brianna Romero filed an action as a putative class action against Defendants Levi Strauss
15 & Co. and Levi’s Only Stores, Inc., alleging: (1) failure to pay minimum and straight time wages;
16 (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and
17 permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide
18 accurate itemized wage statements; (7) failure to indemnify employees for expenditures; (8) failure
19 to produce requested employment records; and (9) unfair business practices, Case No.
20 24STCV02320.

21 4. On March 14, 2024, Plaintiff Esha Hickson sent a letter to the LWDA as required
22 by Lab. Code § 2699.3(a). The LWDA did not respond to this notice, indicating it did not intend
23 to investigate, thereby authorizing Plaintiff Esha Hickson to represent the State of California as a
24 private attorney general for the purposes of PAGA. On the same date, Plaintiff Esha Hickson filed
25 an action as a putative class action against Defendants Levi Strauss & Co., Levi’s Only Stores,
26 Inc., and Body Yoga, alleging: (1) failure to pay minimum wages; (2) failure to pay wages and
27 overtime under Labor Code § 510; (3) meal-period liability under Labor Code § 226.7; (4) rest-
28 break liability under Labor Code § 226.7; (5) failure to pay vacation wages; (6) failure to comply

1 with Labor Code § 245 *et seq.* and 246; (7) violation of Labor Code § 226(a); (8) penalties pursuant
2 to Labor Code § 203; and (9) violation of business and professions code § 17200 *et seq.*, Case No.
3 24STCV06525.

4 5. On May 20, 2024, Plaintiff Esha Hickson filed a First Amended Complaint alleging
5 a tenth cause of action for penalties pursuant to Labor Code § 2699, *et seq.*

6 6. On May 23, 2024, Plaintiff Brianna Romero filed a representative action against
7 Defendants Levi Strauss & Co. and Levi's Only Stores, Inc., alleging civil penalties under PAGA
8 (Cal. Lab. Code § 2699, *et seq.*), Case No. 24STCV13061.

9 7. The parties subsequently participated in a private mediation with mediator Daniel
10 Turner on October 21, 2024. The negotiations were lengthy and adversarial, conducted at arm's
11 length, and tempered by the efforts of both sides to serve the interest of their clients. Shortly
12 thereafter, the parties were able to reach an agreement on general settlement terms and finalized
13 the Memorandum of Understanding ("MOU") on December 18, 2024.

14 8. On November 7, 2024, Plaintiff Thora Magney sent a letter to the LWDA as
15 required by Lab. Code § 2699.3(a). A true and correct copy of the letter sent to the LWDA on
16 November 7, 2024 is attached hereto as **Exhibit 4**. The LWDA did not respond to this notice,
17 indicating it did not intend to investigate, thereby authorizing Plaintiff Thora Magney ("Plaintiff")
18 (collectively, with Plaintiff Esha Hickson "Plaintiffs") to represent the State of California as a
19 private attorney general for the purposes of PAGA.

20 9. On February 20, 2025, the Court granted Plaintiff Brianna Romero's stipulation and
21 ordered that Plaintiff Brianna Romero would be granted leave to file the Consolidated Complaint
22 in lead case, Case No. 24STCV02320, that would consolidate Case No. 24STCV02320, Case No.
23 24STCV06525, and Case No. 24STCV13061. Additionally, adding Thora Magney as a named
24 plaintiff, dismissing Brianna Romero as a named plaintiff, and adding I Am Beyond, LLC
25 (erroneously sued as Body Yoga) as a named defendant.

26 10. On February 24, 2025, Plaintiffs filed a Consolidated Class and PAGA
27 Representative Action Complaint against Defendants Levi Strauss & Co., Levi's Only Stores, Inc.,
28 and I Am Beyond, LLC (collectively referred to as "Defendants"), alleging: (1) failure to pay

1 minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal
2 periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at
3 termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify
4 employees for expenditures; (8) failure to produce requested employment records; (9) unfair
5 business practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); (10) failure to pay vacation wages;
6 (11) failure to comply with Labor Code § 245 *et seq.* and 246; and (12) civil penalties under PAGA
7 (“Operative Complaint”).

8 11. After finalizing the MOU, Plaintiffs and Defendants (hereinafter, collectively
9 referred to as the “Parties”) negotiated the terms of the Settlement over the next few months, which
10 was finalized on March 10, 2025. A true and correct copy of the fully executed Settlement
11 Agreement is attached hereto as **Exhibit 1**. Attached thereto as **Exhibit A** is a true and correct
12 copy of the Parties’ proposed Class Notice.

13 12. On March 21, 2025, Plaintiffs submitted a copy of the Settlement Agreement to the
14 LWDA. A true and correct copy of the confirmation of the submission my office received after
15 submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 2**.

16 **Investigation and Exposure Analysis**

17 13. Prior to attending mediation, Plaintiffs’ Counsel thoroughly investigated the claims,
18 applicable law, and potential defenses. Plaintiffs’ Counsel assessed the value to the class claims
19 using the documents and data Defendants produced in informal discovery, including class data
20 providing the number of Class Members, the number of workweeks in the Class Period, and the
21 number of pay periods in the PAGA Period, Plaintiff Brianna Romero’s personnel file, Plaintiff
22 Esha Hickson’s personnel file, employment handbooks and policies, job descriptions, and a
23 random sampling of time and payroll records. Plaintiffs’ Counsel engaged an expert to quantify
24 the potential exposure using the time and payroll records, and then assessed the risks associated
25 with each claim meriting reductions in the likely success at class certification and likely recovery
26 at trial.

27 14. The Class is also readily ascertainable from Defendants’ business records, because
28 all Class Members are or were employees of Defendants. Defendants’ records show that there are

1 approximately 3,764 Class Members, making joinder of all Class Members impracticable. Further,
2 given the size and amount of each Class Members' claim, Class Members have little incentive to
3 litigate their claims on an individual basis because the out-of-pocket expenses and personal
4 commitment necessary to litigate each claim likely outweighs any potential recovery.

5 15. Plaintiffs have alleged that Defendants maintained common employment policies
6 and/or practices that unlawfully deprived Class Members of wages, meal period, rest periods,
7 reimbursements for business expenses, accurate wage statements, and timely payment of wages
8 upon separation of employment. Plaintiffs contend that these allegations present common factual
9 and legal questions of, *inter alia*, whether Defendants applied the same scheduling, timekeeping,
10 pay, meal period, rest period, and reimbursement policies to all Class Members, whether these
11 policies and practices resulted in Labor Code violations, whether Defendants' conduct was
12 intentional, and whether Class Members are entitled to damages and/or penalties. Plaintiffs believe
13 these common questions could be resolved using Class Members' time records, payroll records,
14 testimony from Defendants' designated representative(s), and Class Members' testimony.

15 16. Based on an analysis of the facts and legal contentions in this case, documents and
16 information from Defendants, my team and I evaluated Defendants' maximum exposure. We
17 considered the risk of not having the claims certified and the risk of not prevailing at trial, even if
18 the claims are certified. After using the data Defendants provided, including Class Member
19 timekeeping and payroll records, as well as Class Member demographics (i.e., the number of Class
20 Members, Workweeks, and average total compensation of the Class), with the assistance of a
21 statistics expert, we created a damages model to evaluate the realistic range of potential recovery
22 for the class. The damages model is based on the following benchmarks based on the information
23 we had at the time of mediation:

24 ///

25 ///

26 ///

27 ///

28 ///

Total Class Members: 3,480

Terminated Class Members during 3-year statute: 1,739

Total Workweeks: 232,723

Total Shifts Worked by the Class: 780,849

PAGA Pay Periods: 48,727

Avg. Hourly Rate: \$19.14

17. Minimum and Overtime Wages: Plaintiffs' unpaid minimum and overtime wage claims were based on the allegation that Defendant required Class Members to perform work duties while off-the-clock. Based on Plaintiffs' estimate that they worked a total of one-hour off-the-clock each week, Plaintiffs' Counsel assumed each Class Member worked one-hour off-the-clock per week in calculating potential exposure to be approximately \$6,111,314.00 for these claims. Because this claim would have relied heavily on Class Member testimony and would not be evidenced in Defendants' time and payroll records, the risk of succeeding at class certification was substantial. Accordingly, Plaintiffs' Counsel applied a risk discount to this claim based on a 30% chance at class certification and 20% chance at trial to reach a settlement value of approximately \$366,678.84.

18. Meal Periods: Plaintiffs' meal period claim was based on the allegation that Defendants failed to maintain a compliant meal period policy and practice which led to Class Members' receiving shortened, interrupted, or missed meal periods. Plaintiffs' Counsel found a facial violation rate of nearly 67% in Defendants' time and payroll records for shifts between 10 and 12 hours and calculated potential exposure on this claim to be approximately \$5,115,150.00. However, Defendants argued that Class Members signed meal period waivers. Accordingly, Plaintiffs' Counsel believed there was a 40% chance of succeeding at class certification and a 40% chance of succeeding at trial, resulting in a risk discount to reach a settlement value of approximately \$818,424.00.

19. Rest Period: Plaintiffs' rest period claim was based on the allegation that Defendants maintained a policy that required class members to stay on premises during rest breaks unless there were two other employees at the location and class members were required to work in lieu of taking

rest periods, or their rest periods were interrupted. Plaintiffs' Counsel applied a 100% violation rate for the Class Period based on Plaintiffs' and other Class Members' experience working for Defendants, Defendants' potential liability for the rest period claim is \$17,284,593.00. However, we discounted this figure to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be recorded, and to account for the possibility of Class Members voluntarily choosing to forego a rest period. Thus, yielding a realistic damage estimate of \$1,037,075.58 based on a 30% chance of succeeding at class certification and a 20% chance of succeeding at trial.

20. Reimbursements: Plaintiffs' reimbursement claim was based on the allegation that Defendant required Class Members to use their personal cellular phones for work-related purposes. Assuming a very conservative \$30/per month per employee for unpaid reimbursements, this results in a damage estimate of \$2,140,858.00. However, after discounting this figure based on an evaluation of a 40% chance of succeeding at class certification and a 30% chance of succeeding at trial to account for the difficulty of certifying and proving unpaid reimbursements and necessary business expenses, yields a realistic damage estimate of \$256,902.96.

21. In sum, we estimated that Plaintiffs' maximum recovery for the off-the-clock claim, meal period violations, rest period violations, and failure to reimburse business expenses is \$30,651,915.00 (\$6,111,314.00 in unpaid wages + \$5,115,150.00 for meal period violations + \$17,284,493.00 for rest break violations + \$2,140,858.00 for unpaid reimbursements), but after factoring in the risk and uncertainty of prevailing at certification and trial, we estimate that Plaintiffs' realistic estimated recovery for the non-penalty claims is \$2,479,081.38 (\$366,678.84 in unpaid wages + \$818,424.00 for meal period violations + \$1,037,075.58 for rest break violations + \$256,902.96 for unpaid reimbursements).

22. Derivative and PAGA Penalties: Plaintiffs alleged that as a result of Defendants' alleged failure to pay all wages and meal and rest period premiums owed, Defendants owed waiting time penalties and wage statement penalties. Plaintiffs' Counsel calculated that potential exposure for the waiting time penalty claim was approximately \$63,300.00, approximately \$4,872,700.00 for the wage statement penalty claim, and \$4,872,700.00 for PAGA violations based on the Court

1 assessing a \$100 penalty for initial violations for all 48,727 pay periods within the one-year statute.
2 However, it would be unrealistic to expect the Court to award the full \$9,808,700.00 in penalties
3 given Defendants' defenses, the contested nature of Plaintiffs' claims, and the discretionary nature
4 of penalties. Considering that the underlying claims are realistically estimated to be \$2,479,081.38,
5 such a disproportionate award would also raise due process concerns.

6 23. Weighing these factors and applying a discount to account for the risk and
7 uncertainty of prevailing at trial, we arrived at \$592,320.00 (based on Plaintiffs' realistic estimated
8 recovery of \$7,596.00 for waiting time penalties + \$584,724.00 for wage statement penalty claims)
9 for statutory and civil penalties after considering an evaluation of a 40% chance of succeeding at
10 class certification and a 30% chance of succeeding at trial. Most importantly, after taking into
11 consideration that the Court would have discretion to reduce the PAGA award based on whether
12 the amount of the award would be "unjust, arbitrary and oppressive, or confiscatory" Lab. Code
13 §2699(e)(2), Plaintiffs' could not place a high value on the PAGA penalties, and therefore allocated
14 \$160,000 of the Gross Settlement Amount to settle these claims. *See Hopson v. Hanesbrands Inc.*,
15 No. CV-08-0844 EDL, 2009 U.S. Dist. LEXIS 33900 at *24 (N.D. Cal. Apr. 3, 2009) (finding
16 amount of PAGA penalties reasonable where the amounts are negotiated in good faith and "there
17 is no indication that [the] amount was the result of self-interest at the expense of other Class
18 Members"); *Nordstrom Comm'n Cases* 186 Cal.App.4th 576, 579 (2010) ("trial court did not abuse
19 its discretion in approving a settlement which does not allocate any damages to the PAGA claims").

20 24. Using these estimated figures, Plaintiffs predicted that the realistic maximum
21 recovery for all claims, including penalties, would be **\$3,231,401.38** (\$2,479,081.38 in damages
22 for violations + \$752,320.00 (inclusive of wage statement penalties, waiting time penalties, and
23 PAGA penalties) in statutory and civil penalties). This means that the \$3,095,000.00 settlement
24 figure represents **95.78%** of the realistic maximum recovery ($\$3,095,000.00 / \$3,231,401.38 =$
25 95.78%). Considering the risk and uncertainty of prevailing at class certification and at trial, this
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1 is an excellent result for the Class.¹ Indeed, because of the proposed Settlement, class members
2 will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. Further,
3 Class Counsel estimates with approximately 3,764 Class Members the Net Settlement Amount
4 allocates an average of \$469.38 and a high of \$1,875.14 per Class Member. With approximately
5 1,800 PAGA Members, the PAGA penalties apportioned to PAGA Members allocates an average
6 of \$22.22 and a high of \$37.76 per PAGA Member.

7 **Plaintiffs' Counsel's Qualifications**

8 25. Plaintiffs are represented by WLF and D.Law, Inc. The attorneys at WLF performed
9 significant work and expended litigation costs in prosecuting this matter with no guarantee of
10 payment.

11 26. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
12 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
13 employees. WLF is actively and continuously practicing in employment litigation, representing
14 employees in both individual and class actions in both state and federal courts throughout
15 California.

16 27. WLF is qualified to handle this Litigation because its attorneys are experienced in
17 litigating Labor Code violations in both individual, class action, and representative action cases.
18 WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as
19 well as class actions involving consumer rights and data privacy litigation.

20 28. I graduated from the University of California, Santa Barbara with High Honors in
21 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
22 School in 1996.

23 29. Upon graduating from law school in 1996, I worked for a boutique law firm
24

25 ¹ See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019)
26 2019 WL 3943859 at *8 (granting preliminary approval where the proposed allocation to settle
27 class claims was between 9.53 percent of Plaintiffs' maximum recovery); *Bravo v. Gale*
28 *Triangle, Inc.* (C.D. Cal. Feb 16, 2017) 2017 WL 708766 at * 10 (finding that "a settlement for
fourteen percent recovery of Plaintiffs' maximum recovery is reasonable"); *In re Omnivision*
Techs., Inc. (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1042 (approving settlement amount that "is
just over 9% of the maximum potential recovery asserted by either party.").

1 practicing general litigation which included employment law matters. Since 2000 (that is, the last
2 25 years) my practice has been exclusively focused on labor and employment matters including
3 handling wage and hour class, collective and representative actions (including the California
4 Private Attorneys General Act, or “PAGA”), including in the international law firms of Morgan,
5 Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a
6 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright
7 LLP (where I was a partner) and Seyfarth Shaw (where I was a partner and member of the Wage
8 and Hour Practice Group). During my time at these law firms, I was the primary attorney or took
9 a major leading role in defending employers on numerous wage and hour class, collective and
10 representative actions.

11 30. In late June 2022, I left Seyfarth Shaw and joined my current firm, The Wilshire
12 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
13 hour class and representative actions litigating such matters on behalf of plaintiff employees in
14 numerous Superior Courts and District Courts. From matters representing both plaintiffs and
15 defendants, I have successfully mediated the resolution of many wage and hour class, collective,
16 and representative actions. Just since starting to settle cases in late April 2023 I have already
17 successfully mediated matters in which I have been counsel or co-counsel resulting in nearly \$80
18 million in settlements which are in the process of being finalized, and with numerous upcoming
19 mediations scheduled. In those and numerous other matters, I have managed and assisted with the
20 litigation and settlement of many wage and hour PAGA and class actions. In those actions, I
21 performed similar tasks as those performed in the course of prosecuting this action.

22 31. I have received numerous awards for my legal work. For example, from 2015 to
23 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters).
24 have also served on numerous prominent boards and in other leadership positions, including
25 currently serving as Southern California Regional President for the Hispanic National Bar
26 Association and on the board of directors of the Mexican American Bar Foundation. I also
27 previously served on the 5-member Los Angeles Civil Service Commission, which generally
28 oversees the personnel decisions for the City of Angeles.

32. I have also published numerous blogs on labor and employment issues including on wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a presenter involving the “Employment Law Update” at a National Employment Law Council conference.

33. Samantha A. Smith is a Senior Attorney at WLF where her practice is focused on managing wage and hour class action and PAGA settlements. Ms. Smith was admitted to the California Bar in December of 2004, and received a J.D. from University of California, Hastings College of the Law and a B.A. from University of California, Davis. Ms. Smith has dedicated her 21-year career to plaintiffs’-side class action litigation. Her wealth of experience includes successful work on all stages of class action litigation, including class action appeals, class certification motions, and class settlements. See, e.g., *Blue Diamond Growers Product Labeling Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false advertising of Blue Diamond food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050 (Santa Clara Superior Court) (employee data breach); *Overton v. Armour-Eckrich Meats, LLC*, Case No. CIVDS1501325 (San Bernardino County Superior Court) (unpaid wages, meal period and rest break claims, and PAGA violations for nonexempt employees); *DeLeon et al. v. Westlake Services, LLC*, Case No. BC 526750 (Los Angeles County Superior Court) (unpaid overtime, meal period and rest break claims for call center employees); *Sawyer v. Retail Data, LLC*, Case No. 30-2014-00753767-CU-OE-CXC (Orange County Superior Court) (unpaid wage and rest break claims for piece rate workers); *Nguyen v. Pharmerica Corporation et al.*, Case No. 30-2014-00716072-CU-OE-CXC (Orange County Superior Court) (unpaid wages and unreimbursed expenses for pharmacists); *Laumea v. Performance Food Group, Inc.*, Case No. CIVDS1407509 (San Bernardino Superior Court) (unpaid wages, meal and rest break claims for non-exempt employees); *Durroh v. East West Bank*, Case No. BC528860 (Los Angeles Superior Court) (overtime claims for failure to include bonuses in regular rate of pay for bank workers);

1 *Gonzalez et al. v. SFFI Company, Inc. et al.*, Case No. CIVDS1504287 (San Bernardino
2 Superior Court) (unpaid wages, meal period and rest break claims for non-exempt employees).

3 34. Jeffrey C. Bils is a Senior Attorney at WLF. He graduated from the University of
4 Wisconsin-Madison with a Bachelor of Arts in Journalism and German, and received his Juris
5 Doctor from the University of California, Los Angeles School of Law in 2014. During law school,
6 Mr. Bils was a senior editor on the UCLA Law Review and an articles editor on the entertainment
7 law review. Mr. Bils served as a judicial extern for the Hon. Consuelo Bland Marshall of the United
8 States District Court for the Central District of California, and for the Hon. Sandra R. Klein of the
9 United States Bankruptcy Court for the Central District of California. He graduated 7th in his
10 graduating class in law school and was admitted to practice law in the State of California the same
11 year. Since graduating from law school, Mr. Bils has focused his legal work primarily on
12 employment matters, including wage and hour class and representative action litigation, and has
13 helped obtain dozens of settlements on behalf of employees, as well as on behalf of employers
14 during his years practicing employment defense. He is a member of the Beverly Hills Bar
15 Association, where he currently serves as a member of the Board of Governors and is a past Chair
16 of the Labor & Employment Law Section Executive Committee. Mr. Bils is also a member of the
17 California Employment Lawyers Association.

18 35. Aram Boyadjian is an associate attorney at WLF. Mr. Boyadjian graduated from the
19 University of California, Los Angeles with a Bachelor of Arts in Political Science. He received his
20 Juris Doctor from Loyola Law School. During law school, he was a member of the student editorial
21 board for the International and Comparative Law Review. Since being admitted to practice law in
22 California in January 2021, his practice has mainly been focused on wage and hour class action
23 litigation.

24 36. Lisa B. Iturriaga is a fourth-year Associate Attorney at Wilshire Law Firm, PLC.
25 She was admitted to practice law in the State of California in November 2021. Lisa graduated from
26 University of South Florida with a Bachelor of Science in Finance and a Bachelor of Arts in
27 Marketing. She received her Juris Doctor from Chapman University Dale E. Fowler School of
28

1 Law. Since graduating, her practice has been in insurance defense (previously) and employment
2 law (currently). Since 2023, she has exclusively worked on Plaintiff-side wage and hour cases.

3 37. Andrew Sandoval is an associate attorney at WLF. Mr. Sandoval graduated from
4 Azusa Pacific University with a Bachelor of Arts in Economics. He received his Juris Doctor from
5 Loyola Law School. During law school, he was a Vice-President of La Raza de Loyola. Since
6 being admitted to practice law in California in 2022, his practice has mainly been focused on wage
7 and hour class action litigation.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing
9 is true and correct.

10 Executed on March 21, 2025 at Los Angeles, California.

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John G. Yslas

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

THORA MAGNEY and ESHA HICKSON,
individually, and on behalf of all others
similarly situated, and on behalf of the State of
California and other aggrieved persons;

Plaintiffs,

V.

LEVI STRAUSS & CO., a Delaware corporation; LEVI'S ONLY STORES, INC., a Delaware corporation; I AM BEYOND, LLC; and DOES 1 through 10, inclusive,

Defendants.

Case No. 24STCV02320

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Class and Representative Action Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiffs Esha Lakita Hickson and Thora Magney (“Plaintiffs” or “Class Representatives”) on the one hand, individually and on behalf of the Settlement Class and PAGA Members (as defined below), by and through their counsel of record, Wilshire Law Firm, PLC and D.Law, Inc. (collectively, “Class Counsel”), and Defendants Levi Strauss & Co., Levi’s Only Stores, Inc., and I Am Beyond, LLC (“Defendants” or “Levi Strauss”) on the other hand, by and through their counsel of record, Seyfarth Shaw LLP, subject to the approval of the Court, as provided below. This Settlement Agreement is intended by Plaintiffs and Defendants to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions herein, as follows:

1. Definitions.

As used herein, for the purposes of this Settlement Agreement only, the following terms shall be defined as set forth below:

- 1.1 “Action” refers to the civil action entitled: *Thora Magney and Esha Hickson, individually, and on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons, Plaintiffs, v. Levi Strauss & Co., a Delaware corporation; Levi’s Only Stores, Inc., a Delaware corporation; I Am Beyond, LLC; and Does 1 through 10, inclusive, Defendants*, Case No. 24STCV02320, in the Superior Court of California, County of Los Angeles.
- 1.2 “Class” or “Class Members” refers to all non-exempt, hourly individuals who worked for Levi Strauss & Co., Levi’s Only Stores, Inc., or I Am Beyond, LLC in California between January 30, 2020 and December 31, 2024 (“Class Period”).
- 1.3 “Class Counsel” refers to Wilshire Law Firm, PLC and D.Law, Inc.
- 1.4 “Class Counsel Fees and Costs Award” refers to costs incurred and attorneys’ fees sought by Class Counsel and agreed upon by the Parties for Class Counsel’s litigation and resolution of this Action, subject to Court approval.
- 1.5 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks.
- 1.6 “Class Member Payment” shall refer to the amount paid to a Settlement Class Member who does not submit a timely or valid request to opt out of the settlement, as set forth in Paragraph 16 below.
- 1.7 “Class Period” refers to January 30, 2020 to December 31, 2024.
- 1.8 “Class Representatives” refers to Thora Magney and Esha Lakita Hickson.

- 1.9 “Class Settlement Notice” refers to the form of direct-mail notice to Class Members substantially in the form attached hereto as **Exhibit A**, as may be modified by the Court, entitled the Notice of Settlement of Class Action And Fairness Hearing.
- 1.10 “Effective Date” refers to the date the Court’s order approving the settlement and judgment thereon (“Judgment”) becomes final. For purposes of the Settlement Agreement, the Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (i.e., 61 calendar days after notice of entry of the Court’s Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.
- 1.11 “Fairness Hearing” refers to the hearing at which the Court will make a final determination whether the terms of the Settlement Agreement are fair, reasonable, and adequate for the Class and meet all applicable requirements for approval.
- 1.12 “Final Approval Order” refers to the final order by the Court approving the Settlement following the Fairness Hearing.
- 1.13 “Gross Settlement Amount” (also referred to herein as “GSA”) refers to the maximum settlement payment Defendants shall be obligated to make: Three Million, Ninety-Five Thousand and No Cents (\$3,095,000). The GSA shall include all Class Member Payments made to Settlement Class Members, the Court-approved Service Award to the Class Representatives, the Court-approved Settlement Administration Costs, the Court-approved Class Counsel Fees and Costs Award, and the Court-Approved PAGA Amount for a release of all Private Attorneys General Act claims as set forth below. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants.
- 1.14 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.15 “Net Settlement Amount” (also referred to herein as “NSA”) shall be defined as the GSA minus the Court-approved Service Award to the Class Representatives, the Court-approved Settlement Administration Costs, the Court-approved Class Counsel Fees and Costs Award, and the PAGA Amount. The NSA is the maximum amount that shall be available for

distribution to and on behalf of Class Members for Class Member Payments.

- 1.16 "Notice Packet" refers to the Class Action and Representative Settlement Notice as set forth herein in the form substantially similar attached as **Exhibit "A,"** and subject to approval by the Court.
- 1.17 "Objection Deadline" refers to a date that is forty-five (45) calendar days after the date that the Notice Packet is initially mailed to Class Members, and is the deadline by which any objections must be postmarked for service to the Settlement Administrator in order to be timely.
- 1.18 "Operative Complaint" refers to the first amended complaint filed by Plaintiffs in the Action.
- 1.19 "Opt-Out Deadline" refers to a date that is forty-five (45) calendar days after the date that the Notice Packet is initially mailed to Class Members, and is the deadline by which Class Members' requests to opt out or objections must be postmarked in order to be timely.
- 1.20 "PAGA Amount" means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). The Parties have agreed that One Hundred Sixty Thousand Dollars and No Cents (\$160,000) of the Gross Settlement Amount will be allocated to the resolution of the State of California's and any PAGA Members' claims arising under PAGA. Pursuant to PAGA, 75%, or One Hundred Twenty Thousand Dollars and No Cents (\$120,000), of the PAGA Amount will be paid to the LWDA ("LWDA Payment"), and 25%, or Forty Thousand Dollars and No Cents (\$40,000), of the PAGA Amount will be paid to PAGA Members ("PAGA Member Payment"). The pro rata portion of the PAGA Payment made to PAGA Members shall be determined by dividing the total number of pay periods worked during the PAGA Period into the PAGA Payment made to PAGA Members to arrive at a value per pay period for each eligible PAGA Member. The value per pay period shall be multiplied by the number of pay periods worked by each PAGA Member during the PAGA Period.
- 1.21 "PAGA Members" refers to all non-exempt, hourly individuals who worked for Levi Strauss & Co., Levi's Only Stores, Inc., or I Am Beyond, LLC in California between January 30, 2023 and December 31, 2024 (the "PAGA Period").
- 1.22 "PAGA Notices" means of Plaintiffs' letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23 "PAGA Period" refers to January 30, 2023 through December 31, 2024.

- 1.24 "Parties" refers to Plaintiffs Thora Magney and Esha Lakita Hickson and Defendants Levi Strauss & Co., Levi's Only Stores, Inc., and I Am Beyond, LLC collectively.
- 1.25 "Plaintiffs' Released Claims" are those claims defined in Paragraph 13.3 that are released solely by Plaintiffs against the Released Parties.
- 1.26 "Preliminary Approval" refers to the date the Court grants preliminary approval of the Settlement.
- 1.27 "Preliminary Approval Order" refers to the Court's Order granting Preliminary Approval of the Settlement.
- 1.28 "Released Claims" are those claims defined in Paragraph 13 that are released by Settlement Class Members, the State of California, and PAGA Members.
- 1.29 "Released Parties" means: Defendants Levi Strauss & Co., Levi's Only Stores, Inc., and I Am Beyond, LLC, and their predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and all of its owners, shareholders, members, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.
- 1.30 "Service Award" refers to the Court's award of a monetary payment to Plaintiffs for their services as Class Representatives as described in Paragraph 7, to be paid from the Gross Settlement Amount, and in return for executing Plaintiffs' Released Claims as set forth in Paragraph 13.3.
- 1.31 "Settlement" refers to the settlement of the Action on behalf of the Settlement Class under the terms and conditions set forth in this Settlement Agreement.
- 1.32 "Settlement Administration Costs" refers to the costs that the Parties agree to pay the Settlement Administrator, subject to Court approval, for its fees and costs to perform the notice, claims administration, and distribution functions further described in this Settlement Agreement. The Parties anticipate that the Settlement Administration Costs will not exceed \$25,000.
- 1.33 "Settlement Administrator" refers to the third-party administrator mutually selected by the parties, subject to Court approval, to perform the notice, claims administration, and distribution functions further described in this Settlement Agreement. The Parties agree to use Phoenix Class Action Administration Solution ("Phoenix") subject to Court approval. The Parties and their Counsel represent that they have no interest or

relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 1.34 “Settlement Class” or “Settlement Class Member” refers to all Class Members, or individual Class Members as defined in Paragraph 1.2 who do not request to opt out of the Settlement pursuant to Paragraph 16 of this Settlement Agreement.

2. Procedural History and Recitals.

- 2.1 On or about January 30, 2024, Brianna Romero sent a letter to the LWDA thereby authorizing her to represent the State of California as a private attorney general for the purposes of PAGA after the expiration of the applicable 65-day exhaustion period.
- 2.2 On or about January 30, 2024, Brianna Romero filed a complaint in the Superior Court of California, County of Los Angeles, Case No. 24STCV02320, alleging (1) “Failure to Pay Minimum and Straight Time Wages”; (2) “Failure to Pay Overtime Wages”; (3) “Failure to Provide Meal Periods”; (4) “Failure to Authorize and Permit Rest Periods”; (5) “Failure to Timely Pay Final Wages at Termination”; (6) “Failure to Provide Accurate Itemized Wage Statements”; (7) “Failure to Indemnify Employees for Expenditures”; (8) “Failure to Produce Requested Employment Records”; and (9) “Unfair Business Practices”.
- 2.3 On or about March 14, 2024, Esha Hickson sent a letter to the LWDA thereby authorizing her to represent the State of California as a private attorney general for the purposes of PAGA after the expiration of the applicable 65-day exhaustion period.
- 2.4 On or about March 14, 2024, Esha Hickson filed a complaint. On or about May 20, 2024, Esha Hickson filed a First Amended Complaint alleging (1) “Failure to Pay Minimum Wages”; (2) “Failure to Pay Wages and Overtime”; (3) “Meal Period Liability”; (4) “Rest-Break Liability”; (5) “Failure to Pay Vacation Wages”; (6) “Failure to Comply with Labor Code § 245 *et seq.* and 246”; (7) “Violation of Labor Code § 226(a)”; (8) “Penalties Pursuant to Labor Code § 203”; (9) “Violation of Business and Professions Code § 17200 *et seq.*”; and (10) “Penalties Pursuant to Labor Code § 2699, *et seq.*”.
- 2.5 On or about May 23, 2024, Brianna Romero filed a complaint in the Superior Court of California, County of Los Angeles, Case No. 24STCV13061, alleging a single cause of action for “Civil Penalties under PAGA [Cal. Lab. Code § 2699, *et seq.*]”.
- 2.6 On October 21, 2024, the Parties participated in a mediation session before mediator Daniel Turner, an experienced mediator who has

mediated numerous wage-hour class actions. After the mediation session, the Parties reached the basic terms of a settlement, and thereafter signed a binding Memorandum of Understanding and agreed to prepare this formal settlement agreement, subject to Court approval.

- 2.7 On February 24, 2025, Plaintiffs filed an amended complaint consolidating the *Romero* class action, *Romero* representative action, *Hickson* action and adding Thora Magney as a plaintiff and dismissing Brianna Romero as a plaintiff.
- 2.8 Defendants deny each of the claims in the Operative Complaint, and further denies that it is liable to Plaintiffs or the Class, or the State of California, or the PAGA Members, and further denies that, for any purpose other than settling the Action, this Action is appropriate for class or representative action treatment.
- 2.9 Prior to mediation Plaintiffs obtained, through informal discovery, relevant wage and hour policies and procedures, such as meal break policies, and a representative sample of time and payroll records for the Class. The Parties agree that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"). Class Counsel represent that they have thoroughly investigated the class and PAGA claims against Defendants. Class Counsel represent that they have conducted their own investigation into the underlying facts, events, and issues related to the subject matter of this Action. Class Counsel represent that they have further undertaken an extensive analysis of the legal principles applicable to the claims asserted against Defendants, and the potential defenses thereto. Both Class Representatives and Defendants have had an opportunity to evaluate their respective positions on the merits of the claims asserted.
- 2.10 Class Counsel also has engaged in extensive arms-length negotiations with counsel for Defendants with a view toward achieving substantial benefits for the Class, the State of California, and the PAGA Members, while avoiding the cost, delay and uncertainty of further litigation, trial, and appellate review.
- 2.11 As a consequence of said negotiations, and of Class Counsel's investigation, analysis and discovery, Plaintiffs and Class Counsel determined to enter into this Settlement Agreement on the terms and conditions hereinafter set forth, believing such Settlement to be fair, reasonable, and adequate and in the best interests of Class Members, the State of California, and the PAGA Members. Plaintiffs and Class Counsel have determined to execute this Settlement Agreement and urge approval by the Court of the proposed Settlement after considering: (1) the

substantial factual and legal defenses asserted by Defendants to the claims asserted in the Action; (2) the potential difficulties Plaintiffs and Class Members would encounter in establishing the elements of their claims; (3) the substantial benefits that Class Members, the State of California and the PAGA Members shall receive pursuant to the proposed Settlement; (4) the fact that the proposed Settlement ensures that Class Members shall receive relief in the most expeditious and efficient manner practicable, and thus much sooner than would be possible were the claims to be litigated successfully through trial and appeal; and (5) the fact that the proposed Settlement allows persons who would otherwise fall within the definition of the Class, if they so desire, to opt out of the Settlement and individually pursue the claims alleged in the Action.

2.12 As set forth above, without admitting any wrongdoing or liability, Defendants are willing to agree to the terms of the proposed Settlement provided that all of the Released Claims (as defined below) are settled and compromised, in order to fully resolve all issues relating to the subject matter of the Action.

2.13 The Court has not granted class certification in this Action.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and of the release and dismissal of all Released Claims, Plaintiffs, on behalf of themselves and as the Class Representatives on behalf of the Class, and as a private attorney general, on behalf of the State of California and the PAGA Members, Class Counsel, and Defendants agree to the terms and provisions of this Settlement Agreement, subject to the approval of the Court.

3. Stipulation to Certification and Limitation on Effect of Settlement.

3.1 The Settlement shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class is appropriate or proper or that Plaintiffs could establish any of the requisite elements for class or representative action treatment of any of the claims in the Action. For purposes of this Settlement only, the Parties stipulate to the certification of the Class under California Code of Civil Procedure Section 382. In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated, Defendants expressly reserve all rights to challenge certification of a class and the appropriateness of representative action treatment on all available grounds.

4. Establishment of the GSA.

4.1 This Settlement shall be made on a non-claims-made basis and will be non-reversionary. As to any Class Member who timely and validly submits a request to opt out, as set forth herein, the Settlement

Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of workweeks worked, so that the amount distributed to the Settlement Class equals 100% of the Net Settlement Amount. Defendants shall pay a total of no more than the GSA, except as provided in Paragraph 4.3, below.

- 4.2 Defendants shall have the right to void the Settlement if more than 3% of the Class Members request to opt-out of the Settlement.
- 4.3 Defendants estimate that there were approximately 3,480 Class Members between January 30, 2020 and October 21, 2024 who worked approximately 232,000 workweeks between January 30, 2020 and October 21, 2024. If, as of December 31, 2024, the actual number of workweeks worked by Class Members during the Class Period is more than ten percent (10%) of this estimate – i.e., if there are 23,200 or more workweeks worked by Class Members during the Class Period – then either the GSA will be increased by the same proportion above 23,200 (i.e., if there is a 12% increase in the number of workweeks during the Class Period, Defendants have the option to increase the GSA by 2% to cover the entire Class Period), or Defendants shall have the option to cut off the Class Period end date as of the date that there are 255,200 workweeks.
- 4.4 Payment by Defendants pursuant to this Settlement Agreement shall settle for Settlement Class Members, the State of California, and PAGA Members, all Released Claims between the Released Parties and Settlement Class Members, the State of California, and the PAGA Members, including all Class Member Payments, all PAGA penalty payments to the LWDA and PAGA Members, the Court-approved Service Awards to the Class Representatives, the Court-approved Settlement Administration Costs, and the Court-approved Class Counsel Fees and Costs Award.

5. Calculation of the NSA and Distribution of Settlement Proceeds.

- 5.1 This Settlement shall be a “non-claims-made” settlement. Each Settlement Class Member will be entitled to a share of the NSA for the individual Class Member’s Payment in accordance with the formula set forth below. Payments will be made from the NSA only to Settlement Class Members, as set forth herein. Assuming the Court approves the maximum amounts sought to be deducted from the GSA, the NSA is estimated to be \$1,766,750.
 - 5.1.1 Each Settlement Class Member will be paid a portion of the NSA in accordance with the following formula:

- 5.1.1.1 The pro rata portion of the NSA to be distributed to each Settlement Class Member shall be determined by dividing the total number of workweeks worked during the Class Period into the Class Member Payment made to the Class Members to arrive at a value per workweek for each eligible Class Member. The value per workweek shall be multiplied by the number of workweeks worked by each Class Member during the Class Period.
- 5.1.1.2 The pro rata portion of the PAGA Payment made to PAGA Members shall be determined by dividing the total number of pay periods worked during the PAGA Period into the PAGA Payment made to PAGA Group Members to arrive at a value per pay period for each eligible PAGA Member. The value per pay period shall be multiplied by the number of pay periods worked by each PAGA Member during the PAGA Period.
- 5.1.2 The amount distributed to Settlement Class Members in the form of Class Member Payments will not exceed the NSA. If a Class Member timely and validly submits a request to opt out of the settlement, as set forth herein, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of workweeks worked, so that the amount distributed to the Settlement Class equals 100% of the Net Settlement Amount. Defendants shall have the right to void the Settlement if more than 3% of the Class Members opt-out of the Settlement. The Parties agree that, if Defendants choose to withdraw, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Costs incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 5 (five) business days after the Administrator sends the final Opt-Out list to Defense Counsel; late elections and invalid opt-outs will have no effect.
- 5.2 Payments to Class Members pursuant to this Settlement Agreement are not intended by the Parties to be compensation for purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term “benefit plan” means every ERISA “employee benefit plan,” as defined in the Employee Retirement and Income Security Act of 1974 (“ERISA”), 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization,

insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

6. Class Counsel Fees and Costs Award.

Class Counsel shall move for Class Counsel Fees and Costs Award contemporaneous with the motion for the Final Approval Order requesting, and to which Defendants agree to not oppose, Class Counsel Fees that is equal to or less than \$1,083,250 (i.e., 35% of the GSA), plus a Costs Award up to \$40,000. Defendants retain the right to oppose a request for Class Counsel Fees exceeding 35% GSA or a request for Costs Award in excess of \$40,000. If the Court awards a lower amount of Class Counsel Fees or Costs Award requested by Class Counsel, the other terms of this Agreement shall apply. Should the Court approve Class Counsel Fees or Costs Award in an amount less than that set forth herein, the unapproved portion or portions shall revert to the NSA and be apportioned to Settlement Class Members as described in Paragraph 5 of this Settlement Agreement. The awards of Class Counsel Fees or Costs Award in the amounts sought is not a material term of this Agreement and the award of any of these items at less than requested by Class Counsel does not give rise to a basis to abrogate this Agreement.

7. Service Award.

Class Counsel shall file a motion requesting a Service Award, to which Defendants agree not to object, of up to \$10,000 to each Thora Magney and Esha Hickson from the GSA in consideration for serving as Class Representatives and in exchange for Plaintiffs' Released Claims. Defendants retain the right to object to a request for a Service Award in excess of this amount. If the Court awards a lower amount for the Service Award requested by Plaintiffs' counsel, the other terms of this Agreement shall apply. Should the Court approve a Service Award in an amount less than that set forth herein, the unapproved portion or portions shall revert to the NSA and be apportioned to Settlement Class Members as described in Paragraph 5 of this Settlement Agreement. The award of a Service Award in the amount sought is not a material term of this Agreement and the award of an amount less than requested by Plaintiffs does not give rise to a basis to abrogate this Agreement.

8. PAGA Amount.

Subject to Court approval, the Parties agree that the amount of One Hundred Sixty Thousand Dollars and No Cents (\$160,000.00) of the GSA will be allocated to the resolution of any claims arising under PAGA. Pursuant to PAGA, 75%, or One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00), of the PAGA Amount will be paid to the LWDA ("LWDA Payment"), and 25%, or Forty Thousand Dollars and No Cents (\$40,000.00), of the PAGA Amount will be paid to PAGA Members based on the number of pay periods worked by any individual PAGA Member in relation to the number of pay periods worked by all PAGA Members during the PAGA Period ("PAGA Members Payment"). Defendants retain the right to oppose a request for a PAGA

Amount exceeding this amount. If the PAGA Amount approved by the Court is less than the specific amount, it does not give rise to a basis to abrogate this Settlement Agreement. Any unapproved amount of the PAGA Amount shall be allocated to the NSA and be apportioned to Settlement Class Members as described in Paragraph 5 of this Settlement Agreement.

9. Costs of Settlement Administration.

The Parties agree to mutually select Phoenix as the Settlement Administrator in this Action. This administration duty shall include without limitation, setting up an escrow account for funding of the Settlement, obtaining tax identification number(s) for Defendants applicable to the Settlement, calculating the Class Member Payments, PAGA Member payments, performing an initial National Change of Address (“NCOA”) search upon receipt of the Class Member mailing addresses, mailing the Notice Packets, performing one skip trace on Notice Packets, returned as undeliverable, establishing a hotline telephone number to communicate with Class Members about the Settlement, reviewing and processing requests to opt out of the settlement, reviewing and submitting to Class Counsel and Defendants’ counsel any received objections, mailing the Class Members Payments and tax forms to the Settlement Class Members, and making all required distributions to Settlement Class Members, the State of California and PAGA Members. The Settlement Administrator will report payment of the individual Class Member Payments and PAGA Members to all required taxing and other authorities, and requisite reporting documentation to the applicable taxing agencies, and issue Internal Revenue Service Forms 1099. The Settlement Administrator will establish a Qualified Settlement Fund (“QSF”), pursuant to U.S. Treasury Regulation Section 468B(g) of the Internal Revenue Service for the purposes of administering the Settlement. All Settlement Administration Costs shall be taken from the GSA. The Parties expect Settlement Administration Costs to not exceed \$25,000. Any unapproved amount of Settlement Administration Costs shall be allocated to the NSA and apportioned to the Class Members as described in Paragraph 5 of this Settlement Agreement. The award of Settlement Administrator Costs in the amount sought is not a material term of this Agreement and the award of an amount less than requested by Plaintiffs does not give rise to a basis to abrogate this Agreement. Any unapproved amount of the Settlement Administration Costs shall be allocated to the NSA and be apportioned to Class Members as described in Paragraph 5 of this Settlement Agreement.

The Settlement Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees and Costs Award and Service Awards, the Final Approval and the Judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

10. **Payment Procedure.**

- 10.1 Funding the Settlement. Within 30 (thirty) calendar days after the Effective Date, Defendants will deposit money into an account, through the Settlement Administrator, in an amount equal to the GSA.
- 10.2 Employer Identification Number. The Settlement 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.
- 10.3 Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 10.4 Payments to Class Members, Class Counsel, Class Representatives, and Taxing Authorities. Within 10 (ten) calendar days after the funding of the Settlement, the Settlement Administrator will pay: (1) the NSA to the Settlement Class Members per the terms of this Settlement Agreement and the Final Approval Order; (2) the Court-approved Class Counsel Fees and Costs Award; (3) the Court-approved Settlement Administration Costs; (4) the Court-approved Service Awards to the Class Representatives; and (5) the Court-approved PAGA Amount to the proper State authority and the PAGA Members. The Settlement Administrator shall also, within the time periods prescribed by law and/or regulations, remit all applicable tax withholdings (if any) to the appropriate taxing authorities. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.
- 10.5 Uncashed Class Payments. In the event that a Class Member Payment check as calculated set forth in Paragraph 5 is not cashed within 180 calendar days from the date initially mailed by the Settlement Administrator, such funds shall escheat to the State and shall be sent by the Settlement Administrator to the State Controller’s Office, Unclaimed Property Division, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). In such event, release of Released Claims will remain binding upon the affected Settlement Class Member. 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 Settlement Administrator will cancel all checks not cashed by the void date.
- 10.6 Returned Checks. With respect to those Settlement Class Members whose checks are undelivered without USPS forwarding address, the Settlement Administrator must investigate and search for their mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and

direct contact with Settlement Class Members. Within 7 days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the steps provided above. The Settlement Administrator need not take further steps to deliver checks to Class Settlement Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Settlement Class Member whose original check was lost or misplaced, requested by the Settlement Class Member prior to the void date, unless the Settlement Class Member's check has already been cashed.

11. Tax Treatment.

- 11.1 The Net Settlement Amount shall expressly exclude the employer's share of payroll taxes on the amounts allocated to claims for unpaid wages, which shall be paid separate and apart from the Gross Settlement Amount.
- 11.2 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 11.3 Tax Treatment of Class Representatives Service Award. Plaintiffs will receive an IRS Form 1099 for their individual Service Award, and will be responsible for payment of any taxes owing on said amount. Plaintiffs shall assume full responsibility and liability for the payment of taxes due on such Service Award.
- 11.4 Tax Treatment of Attorneys' Fees And Cost Award. Class Counsel will receive an IRS Form 1099 for any amount awarded to Class Counsel in the Class Counsel Fees or Costs Awards and will be responsible for payment of any taxes owing on said amounts. Class Counsel shall assume full responsibility and liability for the payment of taxes due on such amounts.
- 11.5 No Tax Advice. Defendants are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement. Each Settlement Class Member and PAGA Member agrees to indemnify, and hold harmless Defendants from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

12. Resolution of Disputes Relating to Amounts Owed to a Settlement Class Member.

If a Settlement Class Member timely disputes the number of workweeks listed on the Class Settlement Notice, the Settlement Administrator will review any documentation provided by the Settlement Class Member, as well as records for the Settlement Class Member provided by Defendants, to determine whether there was an error in the number of workweeks calculated, and adjust any payment to be allocated if necessary. In the absence of definitive documentation provided by the Settlement Class Member, Defendants' time and pay records shall be determinative for purposes of calculating the number of workweeks during the Class Period, and number of pay periods during the PAGA Period.

13. Releases.

Upon full payment by Defendants of the GSA to the Settlement Administrator, and in exchange for the consideration set forth in this Settlement Agreement, Plaintiffs, the Settlement Class Members, the State of California and PAGA Members agree to release those claims set forth herein as applicable.

13.1 Release by Settlement Class Members: All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, and irrespective of theory of recovery, that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action arising during the Class Period, irrespective of theory of recovery. The released claims include, but are not limited to, claims for failure to pay overtime, failure to pay minimum wage, failure to provide meal periods, short/late meal periods, failure to relieve of all duties during meal periods, failure to pay or properly compensate meal break premiums, failure to provide rest periods, short/late rest periods, failure to relieve of all duties during rest periods, failure to pay or properly compensate rest break premiums, failure to furnish accurate wage statements, failure to pay final wages upon separation of employment, failure to maintain employment records, failure to indemnify for business expenses, failure to pay vacation wages, failure to pay sick wages, claims related to pay wages based on failure to properly calculate the regular rate of pay, claims derivative and/or related to these claims, liquidated damages, conversion of wages, claims for penalties and claims under the UCL (Business and Professions Code Section 17200 et seq.).

13.2 Release by the State of California and PAGA Class Members: The State of California, through Plaintiffs as Private Attorneys General, and all PAGA

Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims for PAGA civil penalties that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action or letters submitted to the LWDA in connection with the Action, during the PAGA Period, irrespective of theory of recovery. The released PAGA claims include, but are not limited to, PAGA claims predicated upon the alleged for failure to pay overtime, failure to pay minimum wage, failure to provide meal periods, short/late meal periods, failure to relieve of all duties during meal periods, failure to pay or properly compensate meal break premiums, failure to provide rest periods, short/late rest periods, failure to relieve of all duties during rest periods, failure to pay or properly compensate rest break premiums, failure to furnish accurate wage statements, failure to pay final wages upon separation of employment, failure to maintain employment records, failure to indemnify for business expenses, failure to pay vacation wages, failure to pay sick wages, claims related to pay wages based on failure to properly calculate the regular rate of pay, claims derivative and/or related to these claims.

- 13.3 In addition to the foregoing releases, Plaintiffs agree to a general release of all claims, known or unknown, in favor of Defendants and the Released Parties. This general release will include a waiver of rights under section 1542 of the California Civil Code. Plaintiffs make this release understanding the significance of this waiver. Section 1542 provides:

“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.”

- 13.4 Plaintiffs warrant and represent that they have not assigned or, transferred, to any person or entity any of Plaintiffs’ Released Claims or any rights, claims, or causes of action arising out of Plaintiffs’ Released Claims. In addition, Plaintiffs shall defend, hold harmless, and indemnify the Released Parties, or any of them, from and against any claims, damages, litigation, causes of action, and expenses, including reasonable attorneys’ fees, resulting from any breach by Plaintiffs of this warranty and representation, or any breach by Plaintiffs of their release of Plaintiffs’ Released Claims.
- 13.5 Prohibition on Subsequent Assertion of Released Claims. Plaintiffs, to the fullest extent allowed by law, are prohibited from asserting a Plaintiffs’

Released Claim, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on Plaintiffs' Released Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process. Settlement Class Members, to the fullest extent allowed by law, are prohibited from asserting a Released Claim, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on Released Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process. The State of California and PAGA Members, to the fullest extent allowed by law, are prohibited from asserting a Released Claim, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on the Released PAGA Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process.

14. Class Settlement Notice and Claims Administration.

14.1 Engagement of Settlement Administrator. The Parties agree to Phoenix as the Settlement Administrator to perform the notice and other settlement claims administration functions set forth below.

14.1.1 The Settlement Administrator shall provide Defendants' counsel and Class Counsel with weekly summary reports, including the total number of Class Settlement Notices that were returned as undeliverable, the total number of objections and requests to opt out of the settlement, and the amounts not claimed by Class Members as a result of the submission of timely and valid requests to opt out of the settlement, if any, and/or any uncashed or undeliverable Settlement Checks. The Settlement Administrator shall maintain records of its work, which shall be available for inspection upon request by Defendants' counsel or Class Counsel.

14.1.2 The Administrator will promptly review on a rolling basis opt-out requests to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting opt-out requests, the Settlement Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid opt-out requests ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid opt-out requests; (c) copies of all opt-out requests from Settlement submitted (whether valid or invalid).

14.1.3 Not later than 14 days before the date by which Plaintiffs are required to file their Motion for Final Approval, the Settlement Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of opt-out requests from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

14.1.4 Within 10 days after the Settlement Administrator disburses all funds in the GSA, the Settlement Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

14.2 Identification of Class Members.

14.2.1 Within twenty-one (21) calendar days of the entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the following Class Data, to the extent that it possesses the information.

- (1) the names, last known addresses, and last known telephone numbers of each Class Member;
- (2) the number of workweeks worked by each Class Member during the Class Period; and
- (3) the number of pay periods worked by each PAGA Member during the PAGA Period.

14.2.2 To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees

who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Settlement 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 Class Data.

- 14.2.3 Upon its receipt of the Class Data, the Settlement Administrator shall access the National Change of Address (“NCOA”) Database, and update the addresses.
- 14.2.4 No later than three (3) business days after receipt of the Class Data, the Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, workweeks, and pay periods in the Class Data.
- 14.2.5 The Settlement Administrator shall provide the Notice Packet by first class mail, forwarding requested, to the Class Members at the addresses identified through the process described above. This mailing shall occur no later than fourteen calendar days after the entry of the Preliminary Approval Order. The first page of the Class Notice shall estimate the dollar amounts of any Class Member Payment and/or PAGA Member Payment payable to the Settlement Class Member, and the number of workweeks and pay periods (if applicable) used to calculate these amounts.
- 14.2.6 As to any Notice Packets that are returned as undeliverable within 20 calendar days after the date of the initial mailing or where the NCOA Database indicates that the last known address of any Class Member is invalid or otherwise undeliverable, the Settlement Administrator shall perform one-skip trace procedure. Such skip-trace procedure shall be performed within two business days of the date on which the Settlement Administrator is informed that a Notice Packet is undeliverable. If this procedure reveals a new address, the Settlement Administrator shall within five business days thereafter re-mail the Notice Packet to the new address.
- 14.2.7 If Defendants and the Settlement Administrator determine, based upon further review of available data, that a person previously identified as being a Class Member or PAGA Member should not be so included or identify a person who should have been included as a Class Member or a PAGA Member but was not so included, the Parties will expeditiously meet and confer in person or by

telephone in good faith in an effort to agree on whether to delete or add such person as appropriate.

14.2.8 If the Settlement Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Settlement Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

14.2.9 Other than the obligations set forth in this Settlement Agreement, Defendants shall have no additional obligation to identify or locate any Class Member or PAGA Member or have any liability in connection with the provision of information to the Settlement Administrator or otherwise.

14.3 Class Settlement Notice and Notification of Shifts.

14.3.1 Class Settlement Notice for Persons Identified as Class Members.

The Class Settlement Notice shall be a pre-printed notice, in substantially the form attached hereto as **Exhibit A** and to be approved by the Court. In addition to other information contained on the Class Settlement Notice, the Class Settlement Notice shall state: (1) the number of workweeks that the Class Member worked in California during the Class Period; (2) and the number of pay periods that the PAGA Member worked in California during the PAGA Period. The workweeks and pay periods shall be determined according to Defendants' records. The Class Settlement Notice shall also include an estimate of the Class Member's individual Class Member Payment and an explanation of the pro rata distribution formula. The Class Settlement Notice also shall include an estimate of a PAGA Member's PAGA Member Payment.

14.3.1.1 A Class Member may challenge the workweeks or pay periods by communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the workweeks or

pay periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Parties are entitled to respond to a Class Member's challenge and submit documentation or information supporting their view of the workweeks or pay periods worked by the Class Member. The Settlement Administrator's determination of each Class Member's allocation of workweeks or pay periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of workweeks and/or pay periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination of the challenges.

15. Objections to the Settlement.

Any Class Member who does not submit a valid and timely request to opt out of the settlement (i.e., a Settlement Class Member) may object to the Settlement. Any Settlement Class Member who wishes to object to the Settlement must submit a written objection, by fax, email, or mail to the Settlement Administrator no later than the Response Deadline. The objection must include the case name and number and must set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the Settlement is not in the best interest of the Class Members and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection. The Settlement Administrator will promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense Counsel. Settlement Class Members shall be entitled to appear and/or object at the Final Approval Hearing regardless of whether they have submitted a timely written objection and notice of intention to appear pursuant to this Section. Settlement Class Members may appear at the Final Approval Hearing, either in person or through a lawyer retained at their own expense.

16. Right to Opt Out.

- 16.1 Class Members who do not timely opt out of the Settlement will be deemed to participate in the Settlement and shall become a Settlement Class Member without having to submit a claim form or take any other action. In order to opt out of the Settlement, the Class Member must timely submit by fax, email, or mail, an opt-out request to the Settlement Administrator by the Response Deadline. The opt-out request should state the Class Member's name, address, telephone number, and signature. However, the Settlement Administrator may not reject an opt-out request as invalid because it fails to contain all the information specified in the Class Notice. The Settlement Administrator shall accept any opt-out request as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Settlement Administrator's determination shall

be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of an opt-out request, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 16.2 Any opt-out request that is not postmarked by the Response Deadline will be invalid. In the event that, prior to the Response Deadline, any Class Notice mailed to a Class Member is returned as having been undelivered by the U.S. Postal Service, the Settlement Administrator shall perform a skip trace search and seek an address correction for such Class Member(s), and a second Class Notice will be sent to any new or different address obtained. Such Class Member(s) shall have an additional 14 days in which to opt out. Class Members who opt out of the Settlement pursuant to the terms of this Agreement shall not be permitted to object to the Settlement or appeal and shall not receive any Class Member Payment from the Net Settlement Amount. Class Members who opt out also shall not be bound by the Class Release provisions in this Agreement or the Final Approval Order. However, PAGA Members cannot opt out of the Release by PAGA Members, and will be bound by that release, regardless of whether they opt out of the Release By Settlement Class Members. Each Class Member who does not opt out of the Settlement shall remain qualified to receive a Class Member Payment and shall be subject to being bound by the applicable Released Class Claims provisions in this Agreement or the Final Approval Order, regardless of whether the Class Member actually receives the Class Notice or objects to the Settlement.
- 16.3 Except for persons who elect to opt out of the Class in the manner and within the time limits specified above and in the Class Settlement Notice, all Class Members shall be deemed to be within the Class for all purposes under this Settlement Agreement, shall be bound by the terms and conditions of this Settlement Agreement (including the release provisions in Paragraph 13), including all orders issued pursuant thereto, and shall be deemed to have waived all unstated objections and unstated opposition to the fairness, reasonableness, and adequacy of this Settlement Agreement, and any of its terms. PAGA Members do not have the right to opt out of the portion of the Agreement that applies to the PAGA Member Payment or the Released PAGA Claims.
- 16.4 If the Settlement Agreement is given final approval and the Effective Date occurs, it shall operate as a full, complete, and final release of all Plaintiffs' Released Claims, and all Released Class Claims and Released PAGA Claims and as an effective covenant not to sue.

17. Payment of Settlement Proceeds.

- 17.1 Payments to the Settlement Class Members. Class Member Payments to Settlement Class Members shall occur no later than 30 calendar days after the Effective Date. However, the deadlines for the provision of Class Member Payments to particular Settlement Class Members may be extended to provide for the resolution of any disputes regarding the validity or amount of any claims.

18. Application for Preliminary Approval Order.

After the Parties' execution of this Agreement, Plaintiffs shall file for preliminary approval of the proposed Settlement, requesting a Preliminary Approval Order that contains the following provisions:

- (1) preliminarily approving the Settlement Agreement and its terms;
- (2) approving the form of the Class Settlement Notice, and finding that the proposed method of disseminating the Class Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances;
- (3) establishing the procedures and the deadline by which Class Members may assert objections to the Settlement or opt out of the Settlement;
- (4) establishing a deadline to submit papers/briefing in response to any objections and for Plaintiffs to submit papers/briefing in support of final approval of the Settlement Agreement including the Service Awards for the Class Representatives and the Class Counsel Fees and Costs Award;
- (5) appointing Class Counsel, the Settlement Administrator, and the Class Representatives; and
- (6) setting a date for the Fairness Hearing.

Counsel for Defendants will be given an opportunity to comment on said motion prior to filing, and such comments shall be implemented to the extent they are deemed reasonable by Plaintiff and Class Counsel.

19. Final Approval Order and Judgment.

If the Settlement shall be finally approved by the Court following the Fairness Hearing, the Parties hereto shall jointly request that the Court enter a Final Approval Order and Judgment, which includes the following provisions:

- (1) confirming certification of the Settlement Class for settlement purposes;

- (2) finding that the dissemination of the Class Notice, in the form and manner ordered by the Court was accomplished as directed, and met the requirements of due process; and
- (3) finally approving the Settlement Agreement and the Settlement as fair, reasonable and adequate and directing consummation of the Settlement in accordance with its terms and provisions, including the terms of the Settlement Agreement that pertain to the PAGA Amount and the Released PAGA Claims.

The Judgment shall include the following provisions:

- (1) directing the Parties to implement the terms of the Settlement Agreement;
- (2) releasing and discharging the Released Parties from any and all liability with respect to the Plaintiffs' Released Claims as hereinabove provided, except for full payment of the Gross Settlement Amount;
- (3) releasing and discharging the Released Parties from any and all liability with respect to the Released Class Claims and Released PAGA Claims as hereinabove provided;
- (4) resolving and settling all of Plaintiffs' Released Claims as hereinabove provided, with the release precluding him from instituting, commencing, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of themselves, or in any other capacity of any kind whatsoever, any action in this Court, any other state court, or any arbitration or mediation proceeding or any other similar proceeding, against any Released Party that asserts any claims that are Plaintiffs' Released Claims under the terms of the Settlement;
- (5) resolving and settling all the Released Class Claims by all Settlement Class Members as hereinabove provided, with the release precluding them from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of herself or herself, or in any other capacity of any kind whatsoever, any action in this Court, any other state court, or any arbitration or mediation proceeding or any other similar proceeding, against any Released Party that asserts any claims that are Released Class Claims under the terms of the Settlement; and providing that any person who violates the terms of the release by further asserting any of the Released Class Claims against any of the Released Parties shall pay the costs and attorneys' fees incurred by any Released Party as a result of the violation if Defendants have provided written notification to that person or their designated representative of the bar against asserting any of the Released Class Claims and the Released Party is the prevailing party in an

action brought by the person for the asserted barred Released Class Claims;

- (6) resolving and settling all the Released PAGA Claims by the State of California and all PAGA Members as hereinabove provided, with the release precluding them from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of himself or herself, or in any other capacity of any kind whatsoever, any action in this Court, any other state court, or any arbitration or mediation proceeding or any other similar proceeding, against any Released Party that asserts any claims that are Released PAGA Claims under the terms of the Settlement; and providing that any person who violates the terms of the release by further asserting any of the Released PAGA Claims against any of the Released Parties shall pay the costs and attorneys' fees incurred by any Released Party as a result of the violation if Defendants have provided written notification to that person or their designated representative of the bar against asserting any of the Released PAGA Claims and the Released Party is the prevailing party in an action brought by the person for the asserted barred Released PAGA Claims;
- (7) awarding the Service Awards to the Class Representatives, Class Counsel Fees and Costs Award to Class Counsel, and Settlement Administration Costs to the Settlement Administrator, as determined by the Court;
- (8) approving the PAGA Member Payment and the Released PAGA Claims; and
- (9) reserving continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of this Settlement and enforcement of the Judgment.

20. Effect of Settlement Not Being Final.

In the event that the Settlement does not become Final then the Settlement Agreement shall become null and void, and all negotiations, proceedings, and statements relating thereto shall be without prejudice as to the rights of any and all Parties hereto, and all Parties and their respective predecessors and successors shall be deemed to have reverted to their respective positions in the Action as of the date and time immediately prior to the execution of this Settlement Agreement, and shall retain all rights to make all arguments regarding the merits of the claims and the appropriateness of the case for class and/or representative action treatment. If the Court does not approve either preliminarily or finally any material term or condition of the Settlement Agreement, or if the Court effects a material change to the Settlement, then this entire Settlement Agreement will be, at the Parties' discretion, voidable and unenforceable.

21. Tolerance of Requests to Opt Out.

Notwithstanding any other provision of this Settlement Agreement, Defendants shall retain the right, in the exercise of their sole discretion, to nullify the Settlement within ten (10) business days after the Administrator sends the final Opt-Out list to Defense Counsel, if more than 3% of Class Members choose to validly and timely request to opt out of this Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Settlement Agreement; provided, however, the withdrawing Defendants will remain responsible for paying all Settlement Administration Costs incurred to that point. Late elections and invalid opt-outs will have no effect.

22. No Admissions.

The Parties understand and agree that this Settlement Agreement is the result of a good faith compromise settlement of disputed claims, and no part of this Settlement Agreement or any conduct or written or oral statements made in connection with this Settlement and this Settlement Agreement, whether or not the Settlement is finally approved and/or consummated, may be offered as or construed to be an admission or concession of any kind by Defendants, or any of the Class Members, Released Parties, or Plaintiff. This Settlement and this Settlement Agreement shall not constitute an admission on behalf of Defendants of any form of liability or the accuracy of any allegation made by Plaintiffs or Class Counsel.

23. Waiver of Right to Appeal.

Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Costs Award reflected set forth in this Settlement, the Parties, their respective counsel, and all Settlement Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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.

24. Amended Judgment.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

25. Avoidance of Undue Publicity.

The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any

communication with the press about the fact, amount or terms of the settlement. If counsel for any party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the Settlement. Class Counsel agrees not to identify Defendants in any way in any website, blog, article, or social media. Nothing in this provision shall prevent Defendants from making any required disclosure or Class Counsel from referencing the Settlement in adequacy filings. Neither Plaintiffs nor Class Counsel will publicize the Settlement in any way, except that nothing in this Settlement Agreement shall preclude Class Counsel from communicating with members of the Settlement Class about the Agreement or in submitting filings with the Court or the LWDA in furtherance of obtaining approval of the Settlement. Nor shall anything herein restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience or otherwise allowing the Judgment to become known to Class Members.

26. Extensions of Time.

Without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

27. Construction.

This Settlement Agreement was entered into after substantial good faith, arms-length negotiations between the Parties' counsel. This Settlement Agreement has been entered into without any coercion and under no duress. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one party or another.

28. Good Faith.

The Parties to this Settlement Agreement agree that it reflects their good faith compromise of the claims raised in the Action, or those that could have been raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. The Parties to this Settlement Agreement pledge their good faith and fair dealing in supporting the approval of this Settlement by the Court, are represented by competent counsel, and have had an opportunity to consult with counsel prior to execution of this Settlement Agreement.

29. Due Authority of Attorneys.

Each of the attorneys executing this Settlement Agreement on behalf of one or more Parties hereto warrants and represents that he or she has been duly authorized and empowered to execute this Settlement Agreement on behalf of each such respective Party and to bind them to the terms hereof.

30. **Entire Agreement.**

This Settlement Agreement (including all Exhibits hereto) sets forth the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Settlement Agreement, whether oral or written, regarding the subjects covered herein. The Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Parties which are not embodied or incorporated by reference herein.

31. **Modification or Amendment.**

This Settlement Agreement may not be modified or amended except in a writing signed by all signatories hereto or their successors in interest.

32. **Successors.**

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns, and upon any corporation, partnership or other entity into or with which any Party hereto may merge, combine or consolidate.

33. **Counterparts.**

This Settlement Agreement may be executed in counterparts, by facsimile or electronically, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

34. **Waivers.**

The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

35. **Governing Law.**

This Settlement Agreement shall be governed by and construed, enforced, and administered in accordance with the internal laws of the State of California.

36. **Headings.**

The headings contained in this Settlement Agreement are for convenience and reference purposes only, and shall not be given weight in its construction.

37. **Continuing Jurisdiction.**

The Court in which the Parties will seek approval of the Settlement shall retain continuing jurisdiction over the Action to ensure the continuing implementation and

enforcement of the provisions of this Settlement Agreement under applicable law, including, but not limited to, California Code of Civil section 664.6.

38. Notices.

Any notices, requests, demands, or other communications required or permitted to be given pursuant to this Settlement Agreement, other than notice to the Class or Class Members, shall be in writing and mailed or emailed as follows: (1) to Class Representatives, the Class, and Class Counsel to the attention of John G. Yslas of Wilshire Law Firm, jyslas@wilshirelawfirm.com; 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010, and Roman Shkodnik of D.Law, Inc., r.shkodnik@d.law; 450 N. Brand Blvd., Suite 840, Glendale, CA 91203, or any alternative address provided; (2) to Defendants and counsel for Defendants, to the attention of Andrew M. Paley, Seyfarth Shaw LLP, 2029 Century Park East, Suite 3500, Los Angeles, California 90067-3021, (310) 277-7200, apaley@seyfarth.com, or any alternative address provided.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Dated: 2/28/2025

Signed by:

D2C13157686945B...
By: _____
Thora Magney
On behalf of herself, as Plaintiff, and the Class

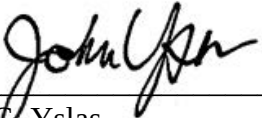
Dated: _____

By: _____
Esha Lakita Hickson
On behalf of herself, as Plaintiff, and the Class, and
as a private attorney general on behalf of the State
of California

Dated: _____

By: _____
Levi Strauss & Co., Levi's Only Stores, Inc. and I
Am Beyond, LLC

Dated: 2/28/25


By: _____
John G. Yslas
Counsel for Plaintiff Thora Magney

Dated: _____

By: _____
Roman Shkodnik
Counsel for Plaintiff Esha Lakita Hickson

Dated: _____

By: _____
Andrew Paley

enforcement of the provisions of this Settlement Agreement under applicable law, including, but not limited to, California Code of Civil section 664.6.

38. Notices.

Any notices, requests, demands, or other communications required or permitted to be given pursuant to this Settlement Agreement, other than notice to the Class or Class Members, shall be in writing and mailed or emailed as follows: (1) to Class Representatives, the Class, and Class Counsel to the attention of John G. Yslas of Wilshire Law Firm, jyslas@wilshirelawfirm.com; 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010, and Roman Shkodnik of D.Law, Inc., r.shkodnik@d.law; 450 N. Brand Blvd., Suite 840, Glendale, CA 91203, or any alternative address provided; (2) to Defendants and counsel for Defendants, to the attention of Andrew M. Paley, Seyfarth Shaw LLP, 2029 Century Park East, Suite 3500, Los Angeles, California 90067-3021, (310) 277-7200, apaley@seyfarth.com, or any alternative address provided.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Dated: _____

By: _____

Thora Magney

On behalf of herself, as Plaintiff, and the Class

Dated: 3/8/2025

By: _____

DocuSigned by:



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Esha Lakita Hickson

On behalf of herself, as Plaintiff, and the Class, and
as a private attorney general on behalf of the State
of California

Dated: 2/28/2025

By: Emily Knodes

Levi Strauss & Co., Levi's Only Stores, Inc. and I
Am Beyond, LLC

Dated: _____

By: _____

John G. Yslas

Counsel for Plaintiff Thora Magney

Dated: 3/10/2025

By: Roman Shkodnik

Roman Shkodnik

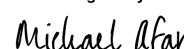
Counsel for Plaintiff Esha Lakita Hickson

Dated: 3/4/2025

By: _____

Andrew Paley

DocuSigned by:



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Michael Afar

Counsel for Defendants Levi Strauss & Co., Levi's
Only Stores, Inc., and I Am Beyond, LLC

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION AND FINAL APPROVAL HEARING

Thora Magney and Esha Hickson v. Levi Strauss & Co., et al.
Superior Court of the State California, County of Los Angeles
Case No. 24STCV02320

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

To: All non-exempt, hourly individuals who worked for Levi Strauss & Co., Levi's Only Stores, Inc., or I Am Beyond, LLC in California between January 30, 2020 and December 31, 2024 ("Class Period") (the "Class"):

THIS NOTICE is of a proposed Settlement of a class action lawsuit, and an announcement of a court hearing regarding the fairness of the Settlement that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on **INSERT DATE to address whether the proposed Settlement should be approved ("Final Approval Hearing"). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.**

[Name of Class Member],

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed Settlement you are estimated to receive approximately **\$INSERT AMOUNT** as your share of the Settlement should the Court grant the Settlement in full. Please note that this is only an estimate. Your actual share of the Settlement may be more or less than this estimate. The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants (defined below) to fund individual Class Member Payment, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Member Payment and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Member Payment is estimated to be \$INSERT AMOUNT and your Individual PAGA Member Payment is estimated to be \$INSERT AMOUNT.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Member Payment, then according to Defendants' records you are not eligible for an Individual PAGA Member Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records that: (1) you worked approximately **[number of workweeks]** workweeks between January 30, 2020 through December 31, 2024 in the State of California; and (2) you worked approximately **[number of pay periods]** pay periods between January 30, 2020 through December 31, 2024 in the State of California. If you dispute the total number of workweeks or pay periods set forth above, you must set forth the information that you believe is correct to [Settlement Administrator] not later than **INSERT DEADLINE.** You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendants' calculation of workweeks and/or pay periods based on Defendants' records as accurate unless you send copies of records containing contrary

information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve number of workweeks and pay periods challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Settlement Class Members) and Defendants' Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

Your eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
You Don't Have to Do Anything to Participate in the Settlement	Receive a settlement payment and give up your right to sue on the Released Claims described in Section IV. This Settlement does not require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is INSERT DEADLINE.	You may "opt out" of this Settlement, including any right to a settlement payment, except that, as discussed in more detail below, you will receive your share of the PAGA Member Payment, if any, regardless of whether you opt out of the Settlement. You must submit your opt-out notice, as described below, on or before INSERT DEADLINE . All Class Members who validly and timely opt out of the Settlement will not receive any settlement payment and will preserve Released Class Claims described in Section IV subject to applicable statutes of limitations, except as follows: Irrespective of whether a Class Member excludes themselves from the Settlement, if they are a PAGA Member, they shall be deemed to have released their Released PAGA Claims, and they will receive a share of the PAGA Member Payment.
Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by INSERT DEADLINE.	All Class Members who do not opt-out ("Settlement Class Members") can object to any aspect of the proposed Settlement, except for the PAGA Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs

	if you think they are unreasonable. See Section VIII of this Notice.
You Can Participate in the [INSERT DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on INSERT DEADLINE . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Notice.

I. Why should I read this Notice?

The Parties have proposed to settle this class action lawsuit. You are a member of the Class. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. You may receive a copy of the Settlement Agreement, the Judgment or other Settlement documents by going to the Administrator's website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel. You may also get more details by examining the Court's file using the court's website at <https://www.lacourt.org/casesummary/ui/> and entering the Case No. 24STCV02320 or you can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800. See Section X for further information.

II. What is this lawsuit about?

A lawsuit entitled *Thora Magney and Esha Hickson v. Levi Strauss & Co., et al.* is now pending in the Superior Court of the State California, County of Los Angeles, Case No. 24STCV02320. Plaintiffs Esha Lakita Hickson and Thora Magney ("Plaintiffs" or "Class Representatives") have alleged claims against Levi Strauss & Co., Levi's Only Stores, Inc. and I Am Beyond, LLC ("Defendants") for wage and hour violations under California law. Plaintiffs brought this Action as a class action and Private Attorneys General Act ("PAGA") enforcement action on behalf of themselves and other similarly situated individuals employed by Defendants. Plaintiffs asserts causes of action for, among other things: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for business expenses; (8) failure to maintain employment records; (9) failure to pay vacation wages; (10) failure to comply with Labor Code section 245 *et seq.* and 246; (11) unfair and unlawful competition; and (12) penalties pursuant to Labor Code section 2699 *et seq.* Plaintiffs seek monetary recovery on behalf of the Class and PAGA Members for the alleged violations, along with interest, costs and fees.

Defendants contend that they have complied with all laws and deny the allegations Plaintiffs are asserting in this Action. The Court has not formed any opinions concerning the merits of the Lawsuit, and the Court has not ruled for or against Plaintiffs as to the merits of any of their individual or class or PAGA enforcement claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval

Hearing. **You will not be retaliated against for electing to participate or not participate in the Settlement.**

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written Settlement Agreement and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void. Defendants will not pay any money and Class Members will not release any claims against Defendants.

III. Who is covered by the class action lawsuit and the proposed Settlement?

A. The Class. On **INSERT DATE**, the Court granted preliminary approval of the Settlement and authorized this notice. The Court defined two separate groups of employees:

- a. The "Class Members" are all non-exempt, hourly individuals who worked for Levi Strauss & Co., Levi's Only Stores, Inc., or I Am Beyond, LLC in California between January 30, 2020 and December 31, 2024 ("Class Period").
- b. The "PAGA Members" are all non-exempt, hourly individuals who worked for Levi Strauss & Co., Levi's Only Stores, Inc., or I Am Beyond, LLC in California between January 30, 2023 and December 31, 2024 (the "PAGA Period").

B. The Effect of Membership in the Class. If you are a Class Member, unless you exclude yourself from ("opt out of") the Settlement by following the procedures for exclusion that are set forth in this Notice, you will be considered a Settlement Class Member. Settlement Class Members are eligible to receive the benefits created by the proposed Settlement including a settlement payment based on their pro-rata share of the Net Settlement Amount and will be bound by the Settlement if it is approved by the Court. Persons who exclude themselves from the Class will not be bound by the Settlement and will not share in the Settlement proceeds but may pursue their own timely individual claims against Defendants subject to applicable statute of limitations, except as follows: Irrespective of whether a Class Member excludes themselves from the Settlement, if they are a PAGA Member, they shall be deemed to have released their Released PAGA Claims, and they will receive a share of the PAGA Member Payment.

IV. What are the terms of the Settlement?

The proposed Settlement was negotiated with Defendants by Plaintiffs and the attorneys for the Class ("Class Counsel"). Plaintiffs and Class Counsel believe that this Settlement is in the best interest of the members of the Settlement Class. As part of the proposed Settlement, the Parties have agreed to the following:

Monetary Amounts Under the Settlement

- Defendants shall provide, on a non-claims-made basis, monetary compensation in the maximum total amount of \$3,095,000 (the “Gross Settlement Amount” or “GSA”), less amounts awarded by the Court for Class Counsel Fees and Costs Award (i.e., attorneys’ fees and costs), Settlement Administration Costs, Service Awards to the Class Representatives, and PAGA Amount for penalties under the PAGA (the “Net Settlement Amount” or “NSA”). Assuming the Court approves the maximum amounts sought to be deducted from the GSA, the NSA is estimated to be \$1,766,750, and the PAGA Member Payment portion will be \$40,000.
- The Settlement Administrator will calculate individual Class Members' pro-rata share of the NSA for their individual settlement payment. Each Class Member’s proportional share will be determined by the following:
 - The pro rata portion of the NSA to be distributed to each Settlement Class Member shall be determined by dividing the total number of workweeks worked during the Class Period into the Class Member Payment made to the Class Members to arrive at a value per workweek for each eligible Class Member. The value per workweek shall be multiplied by the number of workweeks worked by each Class Member during the Class Period.
- The pro rata portion of the PAGA Payment made to PAGA Members shall be determined by dividing the total number of pay periods worked during the PAGA Period into the PAGA Payment made to PAGA Group Members to arrive at a value per pay period for each eligible PAGA Member. The value per pay period shall be multiplied by the number of pay periods worked by each PAGA Member during the PAGA Period.
- The number of workweeks and pay periods that Defendants show you worked is listed on the first page of this Notice along with your estimated settlement share.
- Defendants, through the Settlement Administrator, shall pay the amounts awarded by the Court within 30 calendar days after the Effective Date of the Settlement Agreement. The Effective Date means the date the Court’s order approving the settlement and judgment thereon (“Judgment”) becomes final. For purposes of the Settlement Agreement, the Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (i.e., 61 calendar days after notice of entry of the Court’s Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.
- Contemporaneous with requesting the Court approve in final the proposed Settlement, Class Counsel will apply to the Court for approval of all amounts sought in the Settlement as follows: (i) all payments to Settlement Class Members; (ii) Settlement Administration Costs which are estimated to not exceed \$25,000 for services associated with administering the Settlement; (iii) a payment of \$120,000 to the LWDA for settlement of the PAGA claims brought in this Action; (iv) a payment of \$40,000 to the PAGA Members; (v) a \$10,000 Service Award to each Plaintiff for their service to the Class and their general release of claims; (vi) and an award of Class Counsel Fees in the amount of \$1,083,250 (equivalent to 35% of total Gross Settlement Amount)

and Costs Award up to \$40,000 for out of pocket costs incurred by Class Counsel in prosecuting this Action.

- The Net Settlement Amount shall expressly exclude the employer's share of payroll taxes on the amounts allocated to claims for unpaid wages, which shall be paid separate and apart from the GSA. Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
- 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- The front of every check issued for Individual Class Member Payments and Individual PAGA Member Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

Released Claims

In exchange for the consideration set forth in this Settlement Agreement, Plaintiffs, the Settlement Class Members, and PAGA Members agree to release those claims set forth herein.

- **Settlement Class Members' Release.** After the Judgment is final, Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for claims covered by the Settlement Class Members' Release. If you are a PAGA Member, you will be bound by the PAGA Members' Release regardless of whether you opt out of the Settlement.

The Settlement Class Members will be bound by the following release:

All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, and irrespective of theory of recovery, that were or could have been brought based on the facts or claims alleged in the operative Complaint in connection with the Action, arising during the Settlement Class Period, irrespective of theory of recovery. The released claims include, but are not limited to, claims for failure to pay overtime,

failure to pay minimum wage, failure to provide meal periods, short/late meal periods, failure to relieve of all duties during meal periods, failure to pay or properly compensate meal break premiums, failure to provide rest periods, short/late rest periods, failure to relieve of all duties during rest periods, failure to pay or properly compensate rest break premiums, failure to furnish accurate wage statements, failure to pay final wages upon separation of employment, failure to maintain employment records, failure to indemnify for business expenses, failure to pay vacation wages, failure to pay sick wages, claims related to pay wages based on failure to properly calculate the regular rate of pay, claims derivative and/or related to these claims, liquidated damages, conversion of wages, and claims under the UCL (Business and Professions Code Section 17200 et seq.).

- **PAGA Members' Release.** After the Court's judgment is final, and Defendants have paid the Gross Settlement, all PAGA Members will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Settlements Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

All PAGA Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims for PAGA civil penalties that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action or letters submitted to the LWDA in connection with the Action, during the PAGA Period, irrespective of theory of recovery. The released PAGA claims include, but are not limited to, PAGA claims predicated upon the alleged for failure to pay overtime, failure to pay minimum wage, failure to provide meal periods, short/late meal periods, failure to relieve of all duties during meal periods, failure to pay or properly compensate meal break premiums, failure to provide rest periods, short/late rest periods, failure to relieve of all duties during rest periods, failure to pay or properly compensate rest break premiums, failure to furnish accurate wage statements, failure to pay final wages upon separation of employment, failure to maintain employment records, failure to indemnify for business expenses, failure to pay vacation wages, failure to pay sick wages, claims related to pay wages based on failure to properly calculate the regular rate of pay, claims derivative and/or related to these claims..

“Released Parties” means: Defendants Levi Strauss & Co., Levi's Only Stores, Inc. and I Am Beyond, LLC, and their predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and all of their owners, shareholders, members, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.

- **If you do NOT exclude yourself from the Class by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have entered into the release of Released Claims in the Settlement Agreement. If you are also a PAGA Member, regardless of whether you opt out of the Settlement, you will release the Released PAGA Claims and will receive a share of the PAGA Member Payment.**

V. How do I receive a payment?

Any Class Member who wishes to be considered for any payment under this Settlement does not need to do anything. If you do not elect to exclude yourself from the Settlement and are deemed an eligible Class member, you will receive a payment should the Settlement become Final. If you are a member of the Class and you move or change your address, and you want to receive your settlement check at your new address, you must send a notice of your change of address to Phoenix Class Action Administration Solution (“Phoenix”) or contact the Settlement Administrator by phone at _____.

VI. Who represents the Class?

The Court has designated Plaintiffs Esha Lakita Hickson and Thora Magney to serve as Class Representatives in this lawsuit. The attorneys and law firm that serve as Class Counsel are John G. Yslas and Samantha A. Smith of Wilshire Law Firm and Roman Shkodnik of D.Law, Inc. Class Counsel can be reached as follows: John G. Yslas of Wilshire Law Firm, jyslas@wilshirelawfirm.com; 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010, and Roman Shkodnik of D.Law, Inc., r.shkodnik@d.law; 450 N. Brand Blvd., Suite 840, Glendale, CA 91203.

VII. What are the reasons for the Settlement?

Plaintiffs and Class Counsel agreed to enter into this proposed Settlement after weighing the risks and benefits to the Class of this Settlement compared with those of continuing the litigation. The factors that Plaintiffs and Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have yet to be determined. Plaintiffs and Class Counsel balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Class Members.

Defendants agreed to this proposed Settlement in order to avoid the expense and distraction associated with lengthy litigation.

VIII. What are my rights and options?

A. First, you may remain a member of the Class, represented by Class Counsel, and take no further action. If you take no further action as a Class Member, you will be represented by Class Counsel and will have the right to receive your share of the Settlement proceeds. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement which will result in a release of the Released Class Claims. As a member of the Class, you will not be charged for the services of Class Counsel.

B. Second, you may exclude yourself from the Class. If you are a member of the Class but do not want to remain in the Class, you may exclude yourself (“opt out”). If you exclude yourself from the Class, you will lose any right to participate in the Settlement including any right to receive a settlement payment, except that if you are a PAGA Member you will release your Released PAGA Claims regardless of whether you opt out of the Settlement and will receive a share of the PAGA Member Payment. You will also lose the right to have objections you might have to the Settlement considered by the Court before it rules on the Settlement. You will be free to pursue any claims you may have against Defendants on your own behalf subject to applicable statute of limitations, but Class Counsel will not represent you. If you **do not** wish to take part in the Settlement, you may exclude yourself (i.e., opt-out) by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than **[INSERT DATE]**, with your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement.

Send the Request for Exclusion directly to the Settlement Administrator at the following address **by no later than [Insert opt-out date], or it will be invalid.**

[Insert ADDRESS]

If you want confirmation of receipt of your opt-out letter, please send it by U.S. certified mail, return receipt requested and/or contact the Settlement Administrator.

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Class, and your rights will be determined in this Action by the Settlement Agreement if it is approved by the Court and you may not recover under any other individual settlement agreement regarding the claims released through the Released Class Claims.

C. Third, you may remain a member of the Class, and on your own behalf, or through your own attorney, object to the certification of the Class, to the Settlement, to the application for Class Counsel Fees and Costs Award, and/or to the application for Service Awards. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the **[INSERT DATE]** Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Class Counsel Fees and Costs Award, and Service Awards stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiffs is requesting as a Service Award. Upon reasonable request, Class Counsel (whose contact information is in in Section VI of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator’s Website at **[INSERT WEB ADDRESS].**

If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you must file with the Settlement Administrator a written objection stating your name, current address, telephone number, dates you worked for Defendants, the case name and number, each specific reason in support of your objection, and any legal support for each objection. Objections must be in writing, signed and mailed to the Settlement Administrator, **[Insert ADDRESS], by no later than [Insert deadline].** However, the Court will listen to Class Members (or their attorneys) who ask to speak regarding

their objections at the Final Approval Hearing, regardless of whether they have made a timely written objection. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any member of the Settlement Class who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

IX. When is the court hearing and what is it for?

On **INSERT FINAL APPROVAL HEARING DATE**, the Court will hold a public hearing in Department 14 of the Superior Court for the State of California, County of Los Angeles, 111 North Hill Street, Los Angeles, California 90012, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for Class Counsel Fees and Costs Award, whether to approve the payments to the LWDA, and whether to approve Plaintiffs' request for a Service Award. This hearing may be continued or rescheduled by the Court without further notice. You should check the Settlement Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement may attend the Final Approval Hearing, but are not required to do so. The Court will listen to Class Members who ask to speak regarding their objections at the Final Approval Hearing, regardless of whether they have made a timely objection.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend to listen to the proceedings or to object to the Settlement.

X. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator (contact information listed in Section V), for more information or to request that a copy of this Notice be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them – contact information noted above in Section VI. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice, which has been approved by the Court, is only a summary. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by going to the Administrator's website at **_____** or by contacting the Settlement Administrator or Class Counsel. You may also get more details by examining the Court's file using the court's website at <https://www.lacourt.org/casesummary/ui/> and entering the Case No. 24STCV02320. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

XI. What If I Lose My Settlement Check?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check, and the check has not already been cashed. If your check is already void you should consult the Unclaimed Property Fund at (800) 992-4647 for instructions on how to retrieve the funds.

XII. What If I Change My Address?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANTS FOR
INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS ACTION.**

EXHIBIT 2



Outlook

Thank you for your Proposed Settlement Submission

From DIR PAGA Unit <no-reply@formassembly.com>**Date** Fri 3/21/2025 1:35 PM**To** Lisa Iturriaga, Esq. <lisa.iturriaga@wilshirelawfirm.com>

[You don't often get email from no-reply@formassembly.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

03/21/2025 01:35:39 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

EXHIBIT 3

WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
www.wilshirelawfirm.com



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Jon Teller, Esq.	Jeffrey Bils, Esq.
Tae Kim, Esq.	Nathan Kingery, Esq.
Daniel DeSantis, Esq.	Elizabeth Votra, Esq.
Jennifer P. Burkes, Esq.	Benjamin Haber, Esq.
Mary Caruso, Esq.	Ghazaleh Attaran, Esq.
Johnny Ogata, Esq.	Adam Sherman, Esq.
Nicol Hajjar, Esq.	Jesenia Martinez, Esq.
Stephanie Mazepa, Esq.	Arrash Fattahi, Esq.
Thiago Coelho, Esq.	Jesse Chen, Esq.
Cameron Stewart, Esq.	Arsine Grigoryan, Esq.
Shahin Rezvan, Esq.	

January 30, 2024

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Levi Strauss & Co.
Levi's Only Stores, Inc.
1155 Battery Street
San Francisco, CA 94111
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6579 6355 71

CSC – Lawyers Incorporating Service
Agent for Service of Process
Levi Strauss & Co.
Levi's Only Stores, Inc.
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6579 6355 88

Re: ***Brianna Romero v. Levi Strauss & Co. and Levi's Only Stores, Inc.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Brianna Romero ("Ms. Romero" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employers, Levi Strauss & Co. and Levi's Only Stores, Inc. ("Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and some or potentially all of Employers' Aggrieved Employees.

Ms. Romero wishes to pursue this action on behalf of Employee as Aggrieved Employees, on behalf of the State of California, as well as on behalf of some or potentially all other persons who worked for Employers in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Ms. Romero's Employment with Employers

Employers are an apparel company. Employee worked as a tailor. As such, Employee provided tailoring services to customers including hemming, repairing, tapering, and customizing customers' apparel. In performing Employee's duties, Employee was regularly required to perform

work (off-the-clock), without compensation. Employee was also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Additionally, Employee necessarily incurred business-related expenses, but Employers failed to reimburse her. Moreover, Employer failed to timely pay Employee's final wages at termination. These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Brianna Romero is a resident of Downey, California who worked for Employers in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately May 2023 to approximately October 2023.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work at least five days in a workweek and at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, failed to indemnify Employee for business expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers at times failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at times required Employee and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code

§ 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers at times failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged, at times, in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employee worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to "precisely capture time worked" means that "the employer must pay the employee for that worktime when due." (*Id.* at 671.) As a result of Employers' rounding policy, Employee consistently was not compensated at least minimum wage for all hours that Employee worked.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employers at times wrongfully failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employee of Employee's right to, nor permitted Employee to take, all of Employee's second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employee and the Aggrieved Employees, or some of them, in compliance with California law.

Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employers at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Employers at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all

wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employee and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employee and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Employee and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including

minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employee and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employee and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars

(\$4,000) per employee. Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employee and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. Employee and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employee and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employee and the Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request.

On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved

Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers' failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employee and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employee and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers' premises) and by failing at times to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, Employers further failed at times to provide notice of the correct sick leave amount balance available to Employee and other Aggrieved Employees, or some of them, on their wage statements or other written statement.

Based on information and belief, Employers at times failed to put Aggrieved Employees, or some of them, on notice of their paid sick leave rights, thereby failing at times to put their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers at times failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees, or some of them.

Based on information and belief, Employers at times failed to provide notice of sick leave amount balance left for Employee and other Aggrieved Employees, or some of them, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employee, and other Aggrieved Employees, or some of them, would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Employee seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employee and the Aggrieved Employees, or some of them.

In violation of Labor Code section 247.5, Employers at times failed to maintain records documenting the hours worked and paid sick days accrued and used by Employee and Aggrieved Employees, or some of them, permitting the presumption that Employee and these Aggrieved Employees, or some of them, were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers at times further failed and continue at times to fail to comply with Labor Code section 246, by failing to provide Employee and Aggrieved Employees,

or some of them, with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Employers at times unlawfully retained and continue at times to retain paid sick leave that should have been paid but was not, as a result of Employers' failure, at times, to properly institute a paid sick leave program.

On information and belief, Employee alleges that these practices at times were experienced and continue to be experienced at times by other Aggrieved Employees, or some of them.

Employee requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employee and other Aggrieved Employees, or some of them, are entitled to injunctive relief, attorneys' fees, declaratory relief, restitution, and penalties as permitted by law. Employee requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers at times violated Labor Code section 248.2 by not providing Aggrieved Employees, or some of them, with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

Employers at times violated and continue at times to violate Labor Code section 216 by failing to pay Employee and Aggrieved Employees, or some of them, for all hours worked at the proper wage rate and by failing to pay Employee and Aggrieved Employees, or some of them, an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each Aggrieved Employee (or some of them) so affected, for each pay period (or some of them) during which the statute's provisions were violated.²

² Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers at times failed to provide Aggrieved Employees, or some of them, with suitable seating, and when such employees, or some of them, were not engaged in duties which required them to stand, at times no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, Aggrieved Employees at times were not engaged in active duties of their employment, yet at times there were no suitable seats in reasonable proximity to the work area, and use of seats would not have interfered with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employee's and other Aggrieved Employees' work, or some of them, reasonably permitted the use of seats. However, Employers at times failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas, or some of them, in violation of section 14(A-B) of applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each Aggrieved Employee, or some of them, results in a separate civil penalty.³

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

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³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

As described above, Employers at times willfully and systematically denied Employee and other Aggrieved Employees, or some of them, of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers at times acted with the intent to deprive some or all of them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers at times paid Employee and other Aggrieved Employees, or some of them, lower wages than those to which they were entitled, while purporting that Employee and all Aggrieved Employees were properly paid. As such, Employee and Aggrieved Employees, or some of them, are entitled to recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, Employers at times had and continue at times to have a policy and/or practice of failing to allow Aggrieved Employees, or some of them, and Exempt Aggrieved Employees, or some of them, to use their earned vacation/paid time off during their employment and failing at times to pay all vested, accrued paid time off to Aggrieved Employees, or some of them, and/or Exempt Aggrieved Employees, or some of them, upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and belief, Employers at times had and have failed to provide temporary workers, or some of them, with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that "no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law." Based on information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful conditions of employment including but not limited to unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to

work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers at times ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, or some of them, in violation of Labor Code section 1024.5, and at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employee to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to a background check which failed to abide by the requirements set forth in California Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing, at times, to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing at times to provide disclosures free of extraneous information, failing at times to provide a lawful purpose for the background check, failing at times to provide a summary of rights under the ICRAA and/or the FCRA, failing at times to provide a way by which the individual could request a copy of the report, failing at times to disclose the name, address, and telephone number of the third party preparing the report, and failing at times to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By at times requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by at times requiring applicants and employees, or some of them, to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking, at times, about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking, at times, about convictions at the application phase or prior to extending an employment offer, Employers violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers at times violated Labor Code section 432.5 by requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to other unlawful agreements, including but not limited to an unlawful waiver of PAGA and or representative actions, as a condition of employment.

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”).

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”).

Upon information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By at times requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree, in writing, to an unlawful PAGA waiver, Employers at times required written agreement to an unlawful provision as a condition of employment, which is a violation of labor code section 432.5.

As such, Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, continue to be subject at times to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees, or some of them, from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer. As such, Employee is informed and believes, this violates Business and Professions Code sections 17200, 16600 and 16700 and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and thus in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices at times prevent Employee and/or other Aggrieved Employees, or some of them, from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers at times have failed to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employee is informed and believes, and based thereon alleges, that Employers at times have required or permitted employees, or some of them, to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employee is informed and believes, and based thereon alleges, that Employers at times have failed or neglected to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employee is informed and believes, and based thereon alleges, that these failures include, without limitation, at times failing to disinfect time clocks and other surfaces after use by Employee and/or other Aggrieved Employees, or some of them; at times failing to provide adequate protection equipment to Employee and/or other Aggrieved Employees, or some of them; and at times failing to provide adequate distance in working conditions between Employee and/or other Aggrieved Employees, or some of them.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing at times to provide adequate and readily accessible sanitation facilities; a regular schedule for

servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers at times violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing at times to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing at times to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing at times to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal at times to pay wages due and payable and/or denial at times of the validity of any claim to wages due;
13. Labor Code § 223 for at times secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure at times to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure at times to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure at times to timely provide temporary workers, or some of them, with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for at times preventing employees, or some of them, from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries at times into criminal histories; and

LWDA

Notice of Labor Code Violations and PAGA

January 30, 2024

Page 17 of 17

20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas", written over the printed name.

John G. Yslas, Esq.

EXHIBIT 4

WILSHIRE LAW FIRM, PLC

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Los Angeles, CA 90010
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Justin F. Marquez, Esq.
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Stephanie Mazepa, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.

November 7, 2024

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Levi Strauss & Co.
Levi's Only Stores, Inc.
1155 Battery Street
San Francisco, CA 94111
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6620 2488 42

CSC – Lawyers Incorporating Service
Agent for Service of Process
Levi Strauss & Co.
Levi's Only Stores, Inc.
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833 ***(Via Certified Mail,***
Return Receipt Requested)
#9489 0090 0027 6620 2488 59

Re: ***Thora Magney v. Levi Strauss & Co. and Levi's Only Stores, Inc.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Thora Magney ("Ms. Magney" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee's former employers, Levi Strauss & Co. and Levi's Only Stores, Inc. ("Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and potentially all of Employers' Aggrieved Employees.

Ms. Magney wishes to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of potentially all other persons who worked for Employer in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Ms. Magney's Employment with Employers

Employers are an retail company. Employee worked as a stock associate. Employee's primary job function was to manage inventory. In performing Employee's duties, Employee was regularly required to perform work off-the-clock, without compensation. Due to understaffing and high workloads, as well as Defendants' security policies, Employee was frequently deprived of an opportunity to take legally compliant meal and rest breaks. Employers consistently failed to provide Employee and other Aggrieved Employees with the meal and rest break premiums that they were entitled to. These are just non-exhaustive examples of the facts and theories the

Employee asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Ms. Magney is a resident of Mill Valley, California who worked for Employers in San Francisco County, California as an hourly-paid, non-exempt employee from at least December 2022 through approximately December 2023.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work at least five days in a workweek and at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, failed to indemnify Employee for business expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at time required Employee and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain

accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employee worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to “precisely capture time worked” means that “the employer must pay the employee for that worktime when due.” (*Id.* at 671.) As a result of Employers’ rounding policy, Employee consistently was not compensated at least minimum wage for all hours that Employee worked.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Employers at times wrongfully failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employee of Employee’s right to, nor permitted Employee to take, all of Employee’s second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employee and the Aggrieved Employees, or some of them, in compliance with California law.

Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours).

Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employers at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Employers at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employee and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employee and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Employee and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's

voluntary authorization.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employee and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employee and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars

(\$4,000) per employee. Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employee and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. Employee and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employee and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employee and the Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions.

Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved

Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers' failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.¹

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

rest periods;

4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing at times to timely produce requested payroll records, timecards, and personnel records; and
10. Labor Code § 1174 by failing at times to keep accurate and complete payroll records.

Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



John G. Yslas, Esq.

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David W. Slayton,
Executive Officer/Clerk of Court,
By K. Valenzuela, Deputy Clerk

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Attorneys for Plaintiff THORA MAGNEY
[Additional Counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

v.

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

Defendants.

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

*Assigned for all purposes to:
Hon. Kenneth R. Freeman
Dept. 14*

**DECLARATION OF THORA MAGNEY
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date:
Time:
Dept: 14

D. LAW, INC.

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450 N. Brand Avenue Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Attorneys for Plaintiff ESHA HICKSON

I, Thora Magney, hereby declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath. I make this declaration in support of my Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. I worked for Defendant Levi's Only Stores, Inc. as an hourly-paid, non-exempt stock associate and later as a Solar Champion on and off for the past 6 years, with my most recent employment being from around December 2022 to December 2023.

3. Based on my experience and knowledge of Defendant Levi's Only Stores, Inc.'s wage and hour policies and my familiarity with its employment practices, which were similar to Defendants Levi Strauss & Co. and I Am Beyond, LLC's policies and practices, I worked with my attorneys to bring claims on my own behalf as well as on behalf of other hourly-paid, non-exempt employees of Defendants Levi Strauss & Co., Levi's Only Stores, Inc. and I Am Beyond, LLC ("Levi").

4. I am seeking to become a class representative in this case. I believe my experiences are similar to other hourly-paid, non-exempt employees of Levi. I believe we were all subject to the same employment policies and practices.

5. I do not have any conflicts with other hourly-paid, non-exempt employees that would interfere with my ability to represent them. I believe I will adequately represent the other hourly-paid, non-exempt employees at Levi.

6. My interests as a named plaintiff in this case are not adverse to the interests of the other hourly-paid, non-exempt employees. I believe my interests are the same as the other employees because we were all subject to the same policies and practices and were similarly injured by Levi's company-wide policies and practices. I am seeking the same recovery on behalf of myself and the other employees, which is to collect unpaid wages, penalties, and interest that are owed to us by Levi.

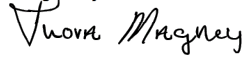
7. I have always kept the best interests of the other hourly-paid, non-exempt employees in mind while performing my duties as the named plaintiff in this case. I have been committed throughout the course of this case to vigorously prosecuting this case on behalf of myself and the

other employees. I believe that I have demonstrated my ability to advocate for the interests of the other hourly-paid, non-exempt employees by providing information to my attorneys, keeping in regular contact with my attorneys regarding the status of the case, and reviewing the settlement agreement to make sure it was fair.

8. I will continue to actively participate in this lawsuit as necessary and will continue to make myself available to assist in this case moving forward as needed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 3/14/2025, at Mill Valley, California.

Signed by:

D2C13157686945B...
Thora Magney