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

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

24 *Plaintiffs,*

25 v.

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

Defendants.

Case No.: 24STCV02320

Assigned for all purposes to:
Hon. Timothy Patrick Dillon
Dept. 15

**DECLARATION OF JARROD SALINAS
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

FINAL APPROVAL HEARING

Date: December 9, 2025

Time: 9:00 a.m.

Dept: 15

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18 Attorneys for Plaintiff ESHA HICKSON

1 4. On July 11, 2025, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous 4 years and
4 notified the U.S. Postal Service of their change of address.

5 5. On July 25, 2025, Phoenix mailed the Notice via U.S. first class mail to all 3,763
6 Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as
7 **Exhibit A.**

8 6. As of the date of this declaration, 15 Notices have been returned to Phoenix. None
9 were returned with a forwarding address. For the 15 Notices returned from the Post Office without
10 a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion
11 TLOxp, one of the most comprehensive address databases available for skip tracing. Of the 15
12 Notices that were skip traced, 15 updated addresses were obtained, and the Notice was promptly re-
13 mailed to those Class Members via first class mail.

14 7. As of the date of this declaration, all Notices are considered deliverable.

15 8. As of the date of this declaration, Phoenix has received 1 Request for Exclusion from
16 Class Members. The deadline to request exclusion from the Class Settlement was September 8,
17 2025.

18 9. As of the date of this declaration, Phoenix has received zero Notices of Objection
19 from Class Members. The deadline for objecting to the Class Settlement was September 8, 2025.

20 10. As of the date of this declaration, Phoenix has received zero Workweek disputes
21 from Class Members. The deadline for submitting a dispute was September 8, 2025.

22 11. There are 3,762 Class Members who did not submit timely and valid Requests for
23 Exclusion and are therefore deemed Settlement Class Members, representing 99.97% of the Class.
24 Settlement Class Members have worked a collective total of 244,500 Workweeks during the Class
25 Period. Each Workweek is valued at approximately \$7.30.

26 12. The Net Settlement Amount of \$1,784,753.71 available to pay Settlement Class
27 Members was determined by subtracting the requested Class Counsel attorneys' fees
28 (\$1,083,250.00), and Class Counsel costs (\$21,996.29), requested Enhancement Payments

1 (\$20,000.00), the PAGA Amount (\$160,000.00), and the requested Settlement Administration Costs
2 (\$25,000.00) from the Gross Settlement Amount (\$3,095,000.00).

3 13. Based upon the calculations stipulated in the Settlement, the highest Individual
4 Settlement Share to be paid is approximately \$1,873.91, the lowest Individual Settlement Share to
5 be paid is approximately \$1.04, while the average Individual Settlement Share to be paid is
6 approximately \$474.42. As of this date, Plaintiff Hickson's Individual Settlement Share to be paid
7 is approximately \$193.96, and Plaintiff Magney's Individual Settlement Share to be paid is
8 approximately \$371.24. Settlement Class Members will be issued payment of their Individual
9 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
10 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
11 Settlement Payment").

12 14. Additionally, \$160,000.00 of the Gross Settlement Amount has been allocated
13 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
14 \$120,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
15 or \$40,000.00, of which shall be paid to all current and former hourly non-exempt individuals who
16 are or were employed by Defendant during the PAGA Period. There are 2,138 Aggrieved
17 Employees who worked a total of 52,764.43 Pay Periods during the PAGA Period. The highest
18 Individual PAGA Payment to be paid is approximately \$37.96, and the average Individual PAGA
19 Payment to be paid is approximately \$18.71. As of this date, Plaintiff Hickson's Individual PAGA
20 Payment to be paid is approximately \$4.17, and Plaintiff Magney's Individual PAGA Payment to
21 be paid is approximately \$16.24.

22 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
23 due separate and apart from the Gross Settlement Amount.

24 16. Phoenix's costs associated with the administration of this matter are \$25,000.00.
25 This includes all costs incurred to date, as well as estimated costs involved in completing the
26 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
27 **Exhibit B.**

1 I declare under penalty of perjury of the laws of the State of California that the foregoing is
2 true and correct. Executed this 13th day of November 2025, at Orange, California.

3
4 /s/ Jarrod Salinas

JARROD SALINAS

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 December 9, 2025, 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.

«First_Name» «Last_Name»:

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 «Est_Set_Amt» 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 «ESA_Before_Paga» and your Individual PAGA Member Payment is estimated to be «PAGA_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 «Total_Weeks» workweeks between January 30, 2020, through December 31, 2024, in the State of California; and (2) you worked approximately «PAGA_Pay_Periods» pay periods between January 30, 2023, 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 September 8, 2025. 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 September 8, 2025	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 September 8, 2025 . 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	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

Written Objections Must be Submitted by September 8, 2025.	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 December 9, 2025, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on December 9, 2025, at 9:00 a.m. 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 magney-v-levi-strauss.phoenixcases.com 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 of 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 June 20, 2025, 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 (800) 523-5773.

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 **September 8, 2025**, 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 September 8, 2025, or it will be invalid.**

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863

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 **December 9, 2025**, 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 magney-v-levi-strauss.phoenixcases.com.

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, Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, **by no later than September 8, 2025**. 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 **December 9, 2025, at 9:00 a.m.**, 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 magney-v-levi-strauss.phoenixcases.com 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 B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	3763
Opt Out Rate	0%
Opt Outs Received	1
Total Class Claimants	3762
Subtotal Admin Only	\$25,881.46

TOTAL COSTS	\$25,000.00
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Fee

November 13, 2025

Case: Hickson, Magney v. Levi Strauss & Co., et al.

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*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	376	\$752.60
NCOA (USPS)	\$0.15	3763	\$564.45
Total			\$2,207.05

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.35	3,763	\$1,317.05
Notice Packet & Opt-Out Form	\$1.25	3,763	\$4,703.75
Postage (up to 1 oz.)	\$0.87	3,763	\$3,273.81
Total			\$9,609.61

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.25	15	\$18.75
Remail Notice Packets	\$1.00	15	\$15.00
Estimated Postage	\$0.87	15	\$13.05
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$261.80

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	4	\$800.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	5	\$425.00
Total			\$1,690.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	4	\$400.00
Disbursement Review	\$100.00	5	\$500.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	6	\$600.00
Mail Class Checks, W2 and 1099 *	\$1.00	3,762	\$3,762.00
Estimated Postage Checks, W2 and 1099	\$0.50	3,762	\$1,881.00
Total			\$7,558.00

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

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	150	\$225.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	1,000	\$1,500.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$4,555.00

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

Total: \$25,881.46

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9 Facsimile: (213) 381-9989

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

16 *Plaintiff,*

17 v.

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

21 *Defendants.*
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Case No.: 24STCV02320 (lead)
Case No.: 24STCV06525
Case No.: 24STCV13061

Assigned for all purposes to:
Hon. Timothy Patrick Dillon

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

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

1 **D. LAW, INC.**

2 Emil Davtyan (SBN 299363)

3 emil@d.law

4 David Yeremian (SBN 226337)

5 d.yeremian@d.law

6 Roman Shkodnik (SBN 285152)

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14 450 N. Brand Avenue Suite 840

15 Glendale, CA 91203

16 Telephone: (818) 962-6465

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18 Attorneys for Plaintiff ESHA HICKSON

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counsel agreed to jointly litigate and consolidate the Hickson and Romero Actions as well as explore early resolution via mediation and engage in informal discovery prior to mediation.

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

Request for Attorneys’ Fees and Costs

6. Under the preliminarily approved 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 administration of the Settlement.

The Lodestar Method

7. Class Counsel’s lodestar calculation supports the requested attorneys’ fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or “lodestar” figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a “multiplier” is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the

1 nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature
2 of the fee award, based on the uncertainty of prevailing on the merits and of establishing eligibility
3 for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

4 8. Class Counsel charges rates commensurate with the prevailing market rates in the Los
5 Angeles area for attorneys of comparable experience and skill handling complex litigation. Aside
6 from being warranted by our skill, experience and ability, Class Counsel's rates that were used in
7 application of the lodestar cross check in this case are supported by the Laffey Matrix attached
8 hereto as **Exhibit 1** when adjusted for locality (Los Angeles County, further discussed below).

9 9. California Courts have applied the Laffey Matrix with adjustments to the specific
10 California locality where the Counsel's office is located based on "Locality Pay Tables." (*Syers*
11 *Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on
12 Laffey Matrix with upward 9 percent rate adjustment from D.C. area compared to San Francisco
13 Bay Area based on Locality Pay Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22,
14 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using Laffey Matrix with upward
15 adjustment of 9 percent for San Francisco based on difference between D.C. Area's +15.98 locality
16 pay compared to San Francisco's +26.39 percent locality pay differential from the federal courts'
17 "Judiciary Salary Plan Pay Tables."].)

18 10. I have knowledge about the hourly rates charged by Los Angeles County attorneys and
19 paralegals. Based on the information I have, I believe that their stated hourly rates are reasonable
20 and appropriate for attorneys and paralegals with comparable expertise, experience, and
21 qualifications.

22 11. As explained below, the lodestar crosscheck yields a modest multiplier when rates from
23 the Los Angeles locality adjusted Laffey Matrix are used. The hourly rates found in the 2024-2025
24 adjusted Laffey Matrix¹ focus on the costs of legal services within the Washington-Baltimore-
25 Arlington area and therefore adjustments based on differences in cost of legal services in different
26 localities allows for better assessment of reasonableness.

27
28 ¹ "Adjustment Factor" as used in the Laffey Matrix refers to nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics and does not mean the Matrix is adjusted for locality differences in pay.

12. I arrived at a locality adjustment rate of 0.025 by comparing the locality payment adjustments to the Judiciary Salary Plan for Federal judiciary employees. Locality payment adjustments are made to the base pay of Federal workers in localities where the base pay is generally lower than the rates paid for the same levels of work by non-Federal workers in the same locality, so that the wages of Federal workers would roughly be on par with employees within the locality performing similar levels of work.² Because this metric is designed specifically to equalize for wages given different market rates in different localities, a comparison of the adjustment rate between the Washington-Baltimore-Arlington area, and Los Angeles-Long Beach area is an excellent measure for determining locality adjustment to the Laffey Matrix.

13. The Judiciary Salary Plan (referred to in *In re HPL Techs., Inc.*) and Locality Pay Table for Los Angeles-Long Beach. a 36.47% locality adjustment. The Judiciary Salary Plan for Los Angeles-Long Beach, CA is attached hereto as **Exhibit 2**, and the 2025 Locality Pay Table for Los Angeles-Long Beach, CA is attached hereto as **Exhibit 3**. In comparison, the Judiciary Salary Plan and Locality Pay Table for Washington-Baltimore-Arlington locality include a 33.94% locality adjustment. The Judiciary Salary Plan for Washington-Baltimore-Arlington is attached hereto as **Exhibit 4**, and the 2025 Locality Pay Table for Washington-Baltimore-Arlington is attached hereto as **Exhibit 5**. The Locality Pay Area Definitions defining counties within Los Angeles-Long Beach, CA are attached hereto as **Exhibit 6**.

14. This means that legal workers in the Los Angeles-Long Beach area made roughly 2.5% more, than comparable legal workers in the Washington-Baltimore-Arlington area (36.47%-33.94%). Therefore, an averaged adjustment rate of .025 to the Laffey Matrix provides a satisfactory adjustment to the Laffey Matrix to adjust for locally prevalent rates of pay in Los Angeles.

15. In applying the locality adjustment rate of .025 to the Laffey Matrix for attorneys working in Los Angeles-Long Beach County over the Washington-Baltimore-Arlington area stated in the Laffey Matrix, the 2024-2025 Adjusted Laffey Matrix hourly rates adjusted for this case are:

Year	Adj. Factor **	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20+
6/1/24-	1.080182	\$264.45	\$484.825	\$595.53	\$859.98	\$971.70	\$1,169.53

² 5 U.S. §5302(6)

1	5/31/25						
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3 16. Working closely with the other attorneys and paralegals in my firm, including on motions

4 for attorneys' fees, I am aware of the experience and achievements of the counsel involved in this

5 matter as well as the rates which would be charged if our work was on an hourly basis. Based on

6 this information, I believe that my rate and the rates of the attorneys and paralegals in my firm are

7 reasonable, appropriate, and fully consistent with the market rate for attorneys with comparable

8 expertise, experience, and qualifications in Los Angeles.

9 17. I am Senior Counsel at D.Law. I was admitted to the California Bar in December 2008. I

10 received my J.D. from Pepperdine University School of Law and B.S. from University of Southern

11 California. Since graduating from law school, I have dedicated virtually my entire career on the

12 practice of employment law. I have practiced employment law from the plaintiff's side, defense

13 side, and from an in-house position. I have significant experience specifically working on wage and

14 hour class and PAGA actions from the plaintiff's side as well as the defense side, with the majority

15 of my experience coming from the plaintiff's side. Throughout the course of this litigation, I have

16 spent approximately 11.8 hours on this matter. My lodestar for my hours spent on this case amounts

17 to approximately \$12,331.00 (11.8 x \$1,045.00 = \$12,331.00). Given my experience and the focus

18 of my practice, if I were to charge for my type of work by the hour, my rate would be \$1,045.00 per

19 hour. A \$1,045.00 rate is warranted based on my years of experience in a highly specialized area of

20 law and within the range suggested by the Laffey Matrix (17 years out of law school, adjusted Laffey

21 Matrix rate of \$971.70).

22 18. Attorney Roman Shkodnik received his Bachelor of Arts in history and political science

23 from the University of California, Los Angeles, in 2007. He then earned his Juris Doctorate from

24 Loyola Law School in May of 2011. Upon graduating from law school, he has exclusively focused

25 his practice on representing employees including in wage-and-hour class actions. During his career,

26 he has represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead

27 counsel (including in the Central, Southern, Eastern and Northern Districts of California), and he

28 has obtained six and seven figure settlements against a range of defendants, including Fortune 500

companies. These cases have involved the gamut of wage-and-hour claims, including claims for

1 failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure
2 to pay timely wages - similar to claims at issue in the present matter. Throughout the course of this
3 litigation, attorney Roman Shkodnik estimates he has spent at least 27.1 hours litigating this matter.
4 Accordingly, Mr. Shkodnik's lodestar in this matter is \$28,319.50 ($27.1 \times \$1,045.00 = \$28,319.50$).
5 If Mr. Shkodnik were to charge a rate for this type of work by the hour, given his experience and
6 the focus of his practice, his current hourly rate would be \$1,045.00 per hour. A \$1,045.00 rate is
7 warranted based on Mr. Shkodnik's years of experience in a highly specialized area of law and is
8 within the range suggested by the Laffey Matrix (14 years out of law school, adjusted Laffey Matrix
9 rate of \$971.70).

10 19. Attorney Antonia McKee received her bachelor's degree from the University of
11 California, Davis in 2020, and her Juris Doctorate degree from Southwestern Law School,
12 accelerated SCALE program, in 2021. Since starting her professional career, she has focused on
13 plaintiff's side employment law and has been appointed as class and PAGA counsel in other wage
14 and hour settlements in California state court. Throughout the course of this litigation, Antonia
15 McKee estimates she has spent at least 24.4 hours litigating this matter. Accordingly, Ms. McKee's
16 lodestar in this matter is \$11,590.00 ($24.4 \times \$475.00 = \$11,590.00$). If Ms. McKee were to charge a
17 rate for this type of work by the hour, given her experience and the focus of her practice, her current
18 hourly rate would be \$475.00. A \$475.00 rate is warranted based on Ms. McKee's experience in a
19 highly specialized area of law and is in line with the Laffey Matrix (4 years out of law school,
20 adjusted Laffey Matrix rate of \$595.53).

21 20. Attorney Amanda Fazio received her Bachelor of Arts in political science from Loyola
22 Marymount University in 2019. She then earned her Juris Doctorate from Southwestern Law School
23 in May of 2022. Upon graduating from law school, she has exclusively focused her practice on
24 representing employees including in wage-and-hour class actions and PAGA actions. Throughout
25 the course of this litigation, attorney Amanda Fazio estimates she has spent at least 31.7 hours
26 litigating this matter. Accordingly, Ms. Fazio's unadjusted lodestar in this matter is \$15,057.50 (31.7
27 $\times \$475.00 = \$15,057.50$). If Ms. Fazio were to charge a rate for this type of work by the hour, given
28 her experience and the focus of her practice, her current hourly rate would be \$475.00 per hour. A
\$475.00 rate is warranted based on Ms. Fazio's years of experience in a highly specialized area of

1 law and is in line with the Laffey Matrix (3 years out of law school, adjusted Laffey Matrix rate of
2 \$484.83.

3 21. Former Attorney Robert Payaslyan received his Bachelor of Science in criminal
4 justice/law enforcement administration from California State University, Los Angeles in 2018. He
5 then earned his Juris Doctorate from the University of California, Irvine School of Law in 2021.
6 Throughout the course of this litigation, attorney Robert Payaslyan estimates he has spent at least
7 1.0 hours litigating this matter. Accordingly, Mr. Payaslyan's unadjusted lodestar in this matter is
8 \$475.00 ($1.0 \times \$475.00 = \475.00). If Mr. Payaslyan were to charge a rate for this type of work by
9 the hour, given his experience and the focus of his practice, his current hourly rate would be \$475.00
10 per hour. A \$475.00 rate is warranted based on Mr. Payaslyan's years of experience in a highly
11 specialized area of law and is in line with the Laffey Matrix (4 years out of law school, adjusted
12 Laffey Matrix rate of \$639.10.

13 22. I have also reviewed the files and billable records for certified paralegal certified
14 paralegal Janet Linares. Janet Linares graduated from California State University, Northridge with
15 a Bachelor of Science, Business Administration with a focus in Business Law and a minor in
16 Finance. She began her legal career in 2022, in immigration matters as a legal assistant/secretary.
17 In August of 2025, she completed the UCLA – Extension's Paralegal Training Program. In
18 November 2025, managing partner of D.Law, Inc. David Yeremian certified her experience as a
19 paralegal under Business & Profession Code section 6450(c)(3). Throughout the course of this
20 litigation, Ms. Linares estimates she has spent at least 0.7 hours litigating this matter. Accordingly,
21 Ms. Linares' lodestar in this matter is \$175.00 ($0.7 \times \$250.00 = \175.00). If Ms. Linares were to
22 charge a rate for this type of work by the hour, given her experience, her current hourly rate would
23 be \$250.00. A \$250.00 rate is warranted based on Ms. Linares' experience and specialization in
24 employment law and is in line with the Laffey Matrix (adjusted Laffey Matrix rate of \$264.45).

25 23. I have also reviewed the files and billable records for certified paralegal Katheryn Perez.
26 Katheryn Perez graduated from University of California, Los Angeles in 2023 with a Bachelor of
27 Science in Political Science and Geography, Business Administration with a focus in Business Law
28 and a minor in Finance. In November 2025, managing partner of D.Law, Inc. David Yeremian
certified her experience as a paralegal under Business & Profession Code section 6450(c)(3).

1 Throughout the course of this litigation, Ms. Perez estimates she has spent at least 2.9 hours litigating
2 this matter. Accordingly, Ms. Perez' lodestar in this matter is \$725.00 ($2.9 \times \$250.00 = \725.00). If
3 Ms. Perez were to charge a rate for this type of work by the hour, given her experience, her current
4 hourly rate would be \$250.00. A \$250.00 rate is warranted based on Ms. Perez' experience and
5 specialization in employment law and is in line with the Laffey Matrix (adjusted Laffey Matrix rate
6 of \$264.45)

7 24. I have also reviewed the files and billable records for certified paralegal Akiko Anna
8 Iwata. Akiko Anna Iwata earned her baccalaureate degree from Loyola Marymount University with
9 a double-major in International Relations and Sociology, and a minor in Asian and Pacific Studies.
10 She began her legal career in 2022, in real estate matters as a legal assistant, and continued to work
11 in Lemon Law as an attorney's assistant and then Paralegal in 2024. She completed a year of full-
12 time paralegal experience and gained the requisite skills to earn her paralegal certification in 2025.
13 Throughout the course of this litigation, Ms. Iwata estimates she has spent at least 0.1 hours litigating
14 this matter. Accordingly, Ms. Iwata's lodestar in this matter is \$27.50 ($0.1 \times \$275.00 = \27.50). If
15 Ms. Iwata were to charge a rate for this type of work by the hour, given her experience, her current
16 hourly rate would be \$275.00. A \$275.00 rate is warranted based on Ms. Iwata's experience and
17 specialization in employment law and is in line with the Laffey Matrix (adjusted Laffey Matrix rate
18 of \$264.45).

19 25. I have also reviewed the files and billable records for certified paralegal José-Ernesto
20 López. Mr. López graduated from Kalamazoo College in 2013 with a Bachelor of Arts in Political
21 Science. He began his legal career in 2017 and was promoted to paralegal in 2018. In 2023, Mr.
22 López earned his ABA-approved Certificate in Paralegal Studies with distinction from the
23 University of California, Los Angeles Extension meeting the requirements of Business & Profession
24 Code section 6450(c)(1). In 2023, Mr. López joined D.Law, Inc. as a Litigation Paralegal, focusing
25 exclusively on wage and hour class action and representative cases. Throughout the course of this
26 litigation, Mr. Lopez estimates he has spent at least 0.1 hours litigating this matter. Accordingly,
27 Mr. Lopez's unadjusted lodestar in this matter is \$30.00 ($0.1 \times \$300.00 = \30.00). If Mr. Lopez
28 were to charge a rate for this type of work by the hour, given his experience, his current hourly rate

would be \$300.00. A \$300.00 rate is warranted based on Mr. Lopez's experience and specialization in employment law, and is in line with the Laffey Matrix (adjusted Laffey Matrix rate of \$283.80).

26. The below table summarizes Class Counsel's total hours, billables, and costs:

<u>Attorney/Firm</u>	<u>Total Hours</u>	<u>Total Billables</u>	<u>Costs</u>
			\$8,289.63
Enoch Kim (D.LAW)	11.8	\$12,331.00	
Roman Shkodnik (D.LAW)	27.1	\$28,319.50	
Amanda Fazio (D.LAW)	31.7	\$15,057.50	
Antonia McKee (D.LAW)	24.4	\$11,590.00	
Robert Payaslyan (D.LAW)	1.0	\$475.00	
Katheryn Perez (D.LAW)	2.9	\$725.00	
Akiko Anna Iwata (D.LAW)	0.1	\$27.50	
Janet Linares (D.LAW)	0.7	\$175.00	
Jose Lopez (D.LAW)	0.1	\$30.00	
Totals:	99.8	\$68,730.50	\$8,289.63

27. Multiplying the total hours billed by D.Law Class Counsel to the litigation by their reasonable hourly rates yields a lodestar of \$65,118.00.

28. This case was not straightforward. Class Counsel had to spend time researching and analyzing each of these claims and issues in order to adequately assess the liability of Defendant. Class Counsel then had to develop the evidence necessary through informal discovery to establish Defendant's liability. This was done through carefully sifting through hundreds of pages of documents. Class Counsel have devoted a substantial amount of time on this case, including but not limited to researching various legal issues prior to and after filing this Action; drafting and reviewing pleadings; conducting informal discovery and meeting and conferring with defense counsel; preparing for class certification; reviewing and analyzing the documents produced by Defendant; regularly communicating with Plaintiff; preparing for and attending mediation; negotiating and

1 finalizing the Settlement including several revisions thereof; drafting documents for preliminary and
2 final approval, including documents for the administration of the settlement; briefing for the hearing
3 on the motion for preliminary approval of the class action and PAGA settlement; and coordinating
4 and overseeing the administration of the Settlement.

5 29. In sum, Class Counsel had to come up with creative approaches to these issues in
6 litigating the case and, ultimately, negotiating and crafting the Settlement. To this end, Class
7 Counsel has devoted a tremendous amount of time and energy. As shown in the table in Paragraph
8 26 above, Class Counsel have spent a substantial number of hours working on this case. This time
9 commitment was necessary in order to research, construct and prosecute viable legal claims in the
10 face of stiff opposition, but it has come at a cost. In particular, the time Class Counsel have devoted
11 to this case has prevented them from investing that time in other cases that might have settled during
12 the pendency of this litigation and yielded significant attorneys' fees. Despite these considerations,
13 Class Counsel zealously represented Plaintiff and the Class and have obtained a favorable result.

14 30. Such is not always the case. Indeed, Class Counsel has invested time and money into
15 numerous other cases, including class actions, that have fizzled for one reason or another, leaving
16 Class Counsel completely without any compensation for their effort. Here, Class Counsel has
17 achieved a beneficial settlement for the Class, but this was by no means a foregone conclusion;
18 indeed, their efforts might well have been frustrated by any number of obstacles with which they
19 were presented along the way. Nor could class certification be guaranteed. However, Class Counsel
20 was able to navigate the shoals of unpredictability to achieve a desirable result, and they have done
21 so without receiving any compensation to speak of thus far because they took this case on a
22 contingency-fee basis.

23 31. From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and
24 reasonable.

25 Costs

26 32. The preliminarily approved settlement calls for the payment of up to \$40,000.00 for Class
27 Counsel's costs. The actual total costs incurred through final settlement administration of this Action
28 for D.Law are \$8,289.63. D.Law's Cost Log is attached hereto as **Exhibit 7**. Class Counsel incurred

costs including, but not limited to, filing fees (e.g. complaint, stipulation, motions), service of process, mediation fees, and attorney-service costs for court filings, all of which were necessarily and reasonably incurred to prosecute this Action and achieve a settlement that significantly benefits the Class. Thus, D.Law requests a reimbursement of their incurred costs in the amount of \$8,289.63.

ENHANCEMENT PAYMENT TO NAMED PLAINTIFF IS REASONABLE

33. Plaintiff Hickson is entitled to a reasonable service payment for her efforts and initiative in bringing and helping to prosecute this Action. Plaintiff assumed great risk by challenging Defendant's wage-and-hour policies and bringing suit against Defendant. Plaintiff spent 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 her attorneys, who spent many hours with her discussing her case, the law, and preparing for the mediation. In the end, Plaintiff Hickson decided to vindicate not only her own rights but also those of her fellow employees by filing a class action lawsuit.

34. The courage it took to stand up to Defendant in this way should not be underestimated. Few people want to confront their employers, let alone sue them. By suing her former employer, Plaintiff contends that she increased the risk of retaliation by prospective employers to which she may apply in the future.

35. But Plaintiff did not allow her fear of the potential repercussions of being a Class Representative deter her from acting for the benefit of Class Members. She has devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this Action at every stage of the litigation. Plaintiff conferred with Class Counsel on numerous occasions to discuss every aspect of this case; provided information about Defendant and its wage-and-hour practices; reviewed documents; produced documents; monitored the progress of the litigation; took the time to apprise herself of the facts, issues, and law regarding the claims at issue, spent time with Class Counsel discussing the terms of the Settlement and reviewing and executing the Settlement Agreement. Plaintiff appreciates that, in addition to the litigation risks of continued proceedings, the proceeding itself would be potentially complicated and expensive, and even if ultimately successful absent the Settlement, Class Members might see no recovery until the lengthy appellate process is

1 complete. In all, Plaintiff estimates that she has devoted numerous hours in preparing the Action
2 and seeing it through to settlement.

3 36. California trial courts routinely approve enhancement payments to class representatives
4 in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide Financial Corporation*
5 (2005) San Diego Sup. Ct. Case No. GIC840981 (\$35,000); *Hogue v. WH Smith of Nevada, Inc.*
6 (2004) San Diego Sup. Ct. Case No. GIC830653 (\$20,000); *Fiez v. Brown Group Retail Inc., d.b.a.*
7 *Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381 (\$35,000 to current
8 employee of defendant and \$20,000 to former employee); *Barry v. Cost Plus, Inc.* (2003) OCSC
9 No. 01CC00380 (\$35,000 for each named plaintiff); *Lajoie v. The Picture People, Inc.* (2003)
10 Orange County Sup. Ct. Case No. 01CC00324 (\$25,000 each for two named plaintiffs); *Franco v.*
11 *Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 (\$35,000 for each named plaintiff);
12 *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No. BC 178775 (\$20,000 for
13 each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles Sup. Ct. Case No. BC
14 234231 (\$25,000). Plaintiff's Class Representative Enhancement Award request is substantially less
15 than the enhancements approved in these cases; therefore, it is reasonable.

16 37. Plaintiff has diligently, adequately, and fairly represented Class Members. In light of the
17 foregoing, Class Counsel believes the Class Representative Service Award in the amount of \$10,000
18 to Plaintiff is fair and reasonable.

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 13th day of November 2025, at Glendale, California

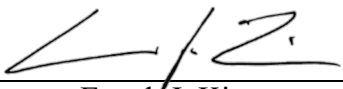
24 
25 Enoch J. Kim

EXHIBIT 1

LAFFEY MATRIX

[History](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 2

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
36.47% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$30,515	\$31,538	\$32,552	\$33,563	\$34,576	\$35,168	\$36,173	\$37,184	\$37,225	\$38,171
2	\$34,311	\$35,127	\$36,264	\$37,225	\$37,643	\$38,749	\$39,856	\$40,963	\$42,070	\$43,176
3	\$37,439	\$38,687	\$39,934	\$41,181	\$42,429	\$43,676	\$44,923	\$46,171	\$47,418	\$48,665
4	\$42,026	\$43,427	\$44,829	\$46,231	\$47,632	\$49,034	\$50,435	\$51,837	\$53,238	\$54,640
5	\$47,019	\$48,586	\$50,153	\$51,719	\$53,286	\$54,853	\$56,419	\$57,986	\$59,553	\$61,119
6	\$52,414	\$54,161	\$55,908	\$57,654	\$59,401	\$61,148	\$62,895	\$64,642	\$66,389	\$68,135
7	\$58,244	\$60,186	\$62,128	\$64,070	\$66,012	\$67,954	\$69,896	\$71,838	\$73,780	\$75,722
8	\$64,503	\$66,653	\$68,804	\$70,955	\$73,106	\$75,256	\$77,407	\$79,558	\$81,709	\$83,859
9	\$71,244	\$73,619	\$75,993	\$78,368	\$80,742	\$83,117	\$85,492	\$87,866	\$90,241	\$92,615
10	\$78,455	\$81,070	\$83,685	\$86,300	\$88,914	\$91,529	\$94,144	\$96,759	\$99,373	\$101,988
11	\$86,199	\$89,071	\$91,944	\$94,817	\$97,689	\$100,562	\$103,435	\$106,307	\$109,180	\$112,053
12	\$103,316	\$106,760	\$110,205	\$113,649	\$117,094	\$120,538	\$123,983	\$127,427	\$130,872	\$134,317
13	\$122,857	\$126,953	\$131,048	\$135,144	\$139,239	\$143,334	\$147,430	\$151,525	\$155,621	\$159,716
14	\$145,180	\$150,019	\$154,858	\$159,697	\$164,536	\$169,376	\$174,215	\$179,054	\$183,893	\$188,733
15	\$170,769	\$176,461	\$182,153	\$187,845	\$193,538	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$200,281	\$206,957	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 3

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In this section

Salary Table 2025-LA (GW)

Wildland Firefighters under Pay Plan GW

Including Special Base Rates at Grades GS-1 through GS-15 and

Incorporating the 1.7% General Schedule Increase and a Locality Payment of 36.47%

For the Locality Pay Area of Los Angeles-Long Beach, CA

Total Increase: 2.17%

Effective March 23, 2025

Hourly Basic (B) Rates by Grade and Step

Hourly Title 5 Overtime (O) Rates for FLSA-Exempt Employees by Grade and Step

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step
1	B	20.76	21.46	22.15	22.84	23.53	23.93	24.61	25.30	25.33	25.97
	O	31.14	32.19	33.23	34.26	35.30	35.90	36.92	37.95	38.00	38.96
2	B	22.85	23.40	24.15	24.79	25.07	25.81	26.55	27.28	28.02	28.76
	O	34.28	35.10	36.23	37.19	37.61	38.72	39.83	40.92	42.03	43.14
3	B	24.40	25.21	26.02	26.84	27.65	28.46	29.27	30.09	30.90	31.71
	O	36.60	37.82	39.03	40.26	41.48	42.69	43.91	45.14	46.35	47.57
4	B	26.78	27.68	28.57	29.46	30.36	31.25	32.14	33.03	33.93	34.82

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step
5	O	40.17	41.52	42.86	44.19	45.54	46.88	48.21	49.55	50.90	52.23
	B	29.29	30.26	31.24	32.22	33.19	34.17	35.14	36.12	37.10	38.07
6	O	43.94	45.39	46.86	48.33	49.79	51.26	52.71	54.18	55.65	57.11
	B	31.90	32.96	34.02	35.08	36.15	37.21	38.27	39.34	40.40	41.46
7	O	47.85	49.44	51.03	52.62	54.23	55.82	57.41	59.01	60.60	62.19
	B	34.61	35.76	36.91	38.07	39.22	40.38	41.53	42.68	43.84	44.99
8	O	51.92	53.64	55.37	57.11	58.83	60.57	62.30	64.02	64.85	64.85
	B	37.40	38.64	39.89	41.14	42.38	43.63	44.88	46.13	47.37	48.62
9	O	56.10	57.96	59.84	61.71	63.57	64.85	64.85	64.85	64.85	64.85
	B	40.28	41.62	42.97	44.31	45.65	46.99	48.34	49.68	51.02	52.37
10	O	60.42	62.43	64.46	64.85	64.85	64.85	64.85	64.85	64.85	64.85
	B	43.23	44.67	46.11	47.55	48.99	50.44	51.88	53.32	54.76	56.20
11	O	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85
	B	46.26	47.80	49.34	50.88	52.43	53.97	55.51	57.05	58.59	60.13
12	O	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85
	B	53.96	55.76	57.56	59.36	61.16	62.95	64.75	66.55	68.35	70.15
13	O	64.85	64.85	64.85	64.85	64.85	64.85	64.85	66.55	68.35	70.15
	B	62.40	64.48	66.56	68.64	70.72	72.80	74.88	76.96	79.04	81.12
14	O	64.85	64.85	66.56	68.64	70.72	72.80	74.88	76.96	79.04	81.12
	B	71.65	74.04	76.43	78.82	81.20	83.59	85.98	88.37	90.76	93.15
15	O	71.65	74.04	76.43	78.82	81.20	83.59	85.98	88.37	90.76	93.15
	B	83.05	85.82	88.59	91.36	93.53	93.53	93.53	93.53	93.53	93.53
	O	83.05	85.82	88.59	91.36	93.53	93.53	93.53	93.53	93.53	93.53

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Note: These hourly locality rates apply to employees who meet the definition of "wildland firefighter" in 5 U.S.C. 5332a and receive special base rates under that section for service on or after March 23, 2025. Also, the wildland firefighter special base rate for GS-10, step 1, is used in computing the applicable title 5 overtime hourly rate cap under 5 U.S.C. 5542 and 5 CFR 550.113 for all FLSA-exempt wildland firefighters.

Related Information

- [Locality Pay Area Definitions](#)
- [Computation of Hourly Rates](#)
- [About OPM](#)
- [FOIA](#)
- [No FEAR Act](#)
- [Inspector General](#)
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EXHIBIT 4

Salary Table 2025-DCB
Incorporating the 1.7% General Schedule Increase and a Locality Payment of 33.94%
For the Locality Pay Area of Washington-Baltimore-Arlington, DC-MD-VA-WV-PA
Total Increase: 2.22%
Effective January 2025

Hourly Basic (B) Rates by Grade and Step
Hourly Title 5 Overtime (O) Rates for FLSA-Exempt Employees by Grade and Step

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	B	\$ 14.35	\$ 14.83	\$ 15.31	\$ 15.78	\$ 16.26	\$ 16.54	\$ 17.01	\$ 17.49	\$ 17.51	\$ 17.95
	O	21.53	22.25	22.97	23.67	24.39	24.81	25.52	26.24	26.27	26.93
2	B	16.14	16.52	17.05	17.51	17.70	18.22	18.74	19.26	19.78	20.30
	O	24.21	24.78	25.58	26.27	26.55	27.33	28.11	28.89	29.67	30.45
3	B	17.61	18.19	18.78	19.37	19.95	20.54	21.13	21.71	22.30	22.89
	O	26.42	27.29	28.17	29.06	29.93	30.81	31.70	32.57	33.45	34.34
4	B	19.76	20.42	21.08	21.74	22.40	23.06	23.72	24.38	25.04	25.70
	O	29.64	30.63	31.62	32.61	33.60	34.59	35.58	36.57	37.56	38.55
5	B	22.11	22.85	23.59	24.32	25.06	25.80	26.53	27.27	28.01	28.74
	O	33.17	34.28	35.39	36.48	37.59	38.70	39.80	40.91	42.02	43.11
6	B	24.65	25.47	26.29	27.11	27.93	28.76	29.58	30.40	31.22	32.04
	O	36.98	38.21	39.44	40.67	41.90	43.14	44.37	45.60	46.83	48.06
7	B	27.39	28.30	29.22	30.13	31.04	31.96	32.87	33.78	34.70	35.61
	O	41.09	42.45	43.83	45.20	46.56	47.94	49.31	50.67	52.05	53.42
8	B	30.33	31.35	32.36	33.37	34.38	35.39	36.40	37.41	38.43	39.44
	O	45.50	47.03	48.54	50.06	51.57	53.09	54.60	55.35	55.35	55.35
9	B	33.50	34.62	35.74	36.85	37.97	39.09	40.20	41.32	42.44	43.55
	O	50.25	51.93	53.61	55.28	55.35	55.35	55.35	55.35	55.35	55.35
10	B	36.90	38.13	39.35	40.58	41.81	43.04	44.27	45.50	46.73	47.96
	O	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35
11	B	40.54	41.89	43.24	44.59	45.94	47.29	48.64	49.99	51.34	52.70
	O	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35
12	B	48.59	50.21	51.83	53.45	55.07	56.69	58.31	59.93	61.55	63.17
	O	55.35	55.35	55.35	55.35	55.35	56.69	58.31	59.93	61.55	63.17
13	B	57.78	59.70	61.63	63.55	65.48	67.41	69.33	71.26	73.18	75.11
	O	57.78	59.70	61.63	63.55	65.48	67.41	69.33	71.26	73.18	75.11
14	B	68.27	70.55	72.83	75.10	77.38	79.65	81.93	84.20	86.48	88.76
	O	68.27	70.55	72.83	75.10	77.38	79.65	81.93	84.20	86.48	88.76
15	B	80.31	82.99	85.66	88.34	91.02	93.53	93.53	93.53	93.53	93.53
	O	80.31	82.99	85.66	88.34	91.02	93.53	93.53	93.53	93.53	93.53

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2025 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/>

EXHIBIT 5

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.94% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$29,949	\$30,954	\$31,949	\$32,941	\$33,935	\$34,516	\$35,502	\$36,495	\$36,535	\$37,463
2	\$33,675	\$34,476	\$35,592	\$36,535	\$36,945	\$38,031	\$39,117	\$40,203	\$41,290	\$42,376
3	\$36,745	\$37,969	\$39,194	\$40,418	\$41,642	\$42,866	\$44,090	\$45,315	\$46,539	\$47,763
4	\$41,247	\$42,622	\$43,998	\$45,374	\$46,749	\$48,125	\$49,500	\$50,876	\$52,251	\$53,627
5	\$46,148	\$47,685	\$49,223	\$50,761	\$52,298	\$53,836	\$55,373	\$56,911	\$58,449	\$59,986
6	\$51,442	\$53,157	\$54,871	\$56,586	\$58,300	\$60,014	\$61,729	\$63,443	\$65,158	\$66,872
7	\$57,164	\$59,070	\$60,976	\$62,882	\$64,788	\$66,694	\$68,600	\$70,506	\$72,412	\$74,318
8	\$63,307	\$65,418	\$67,529	\$69,639	\$71,750	\$73,861	\$75,972	\$78,083	\$80,194	\$82,305
9	\$69,923	\$72,254	\$74,584	\$76,915	\$79,246	\$81,576	\$83,907	\$86,237	\$88,568	\$90,898
10	\$77,001	\$79,567	\$82,133	\$84,700	\$87,266	\$89,832	\$92,399	\$94,965	\$97,531	\$100,097
11	\$84,601	\$87,420	\$90,239	\$93,059	\$95,878	\$98,698	\$101,517	\$104,337	\$107,156	\$109,975
12	\$101,401	\$104,781	\$108,162	\$111,543	\$114,923	\$118,304	\$121,684	\$125,065	\$128,446	\$131,826
13	\$120,579	\$124,599	\$128,619	\$132,638	\$136,658	\$140,677	\$144,697	\$148,716	\$152,736	\$156,755
14	\$142,488	\$147,238	\$151,987	\$156,737	\$161,486	\$166,236	\$170,985	\$175,735	\$180,484	\$185,234
15	\$167,603	\$173,190	\$178,776	\$184,363	\$189,950	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$196,568	\$203,120	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 6



[OPM.gov](https://www.opm.gov) / [Policy](#) / [Pay & Leave](#) / Salaries & Wages

LOCALITY PAY AREA DEFINITIONS

The locality pay area definitions on this page are consistent with the locality pay area definitions in 5 CFR 531.603 and are the authoritative and up-to-date geographic area definitions for use in the locality pay program for this year. Conflicting information from other sources should not be relied upon if it differs from the content presented on this page or in the official regulatory definitions.

2025 Locality Pay Area Definitions

The [President's Pay Agent](#) geographically defines locality pay areas after considering recommendations from the [Federal Salary Council](#). The geographic definitions of locality pay areas for calendar year 2025 are listed below and will be the same as in calendar year 2024. These locality pay areas were geographically defined using [criteria](#) consistently applied for all locations throughout the country.

Most of the locations listed below are counties. The Federal Information Processing Standards (FIPS) geographic codes consist of a two-digit State and three-digit county identifier. These geographic codes are derived from the [Worldwide Geographic Location Codes](#), 1993. The only exceptions to the use of State/county codes in the locations listed below are –

- State codes are used for the Alaska and Hawaii locality pay areas, and
- State, city, and county codes are listed for three duty stations representing Joint Base McGuire-Dix-Lakehurst in the New York-Newark, NY-NJ-CT-PA, locality pay area.

Note: Section 1911 of P.L. 111-84, the Non-Foreign Area Retirement Equity Assurance Act of 2009, phased in locality pay for employees in the non-foreign areas as identified in 5 C.F.R. 591.205. Alaska and Hawaii are separate locality pay areas with separate pay tables. Other non-foreign areas are included as part of the Rest of U.S. locality pay area.

- [Alaska](#)
- [Albany-Schenectady, NY-MA](#)
- [Albuquerque-Santa Fe-Las Vegas, NM](#)
- [Atlanta--Athens-Clarke County--Sandy Springs, GA-AL](#)
- [Austin-Round Rock-Georgetown, TX](#)
- [Birmingham-Hoover-Talladega, AL](#)
- [Boston-Worcester-Providence, MA-RI-NH-CT-ME-VT](#)
- [Buffalo-Cheektowaga-Olean, NY](#)
- [Burlington-South Burlington-Barre, VT](#)
- [Charlotte-Concord, NC-SC](#)
- [Chicago-Naperville, IL-IN-WI](#)

- [Cincinnati-Wilmington-Maysville, OH-KY-IN](#)
- [Cleveland-Akron-Canton, OH-PA](#)
- [Colorado Springs, CO](#)
- [Columbus-Marion-Zanesville, OH](#)
- [Corpus Christi-Kingsville-Alice, TX](#)
- [Dallas-Fort Worth, TX-OK](#)
- [Davenport-Moline, IA-IL](#)
- [Dayton-Springfield-Kettering, OH](#)
- [Denver-Aurora, CO](#)
- [Des Moines-Ames-West Des Moines, IA](#)
- [Detroit-Warren-Ann Arbor, MI](#)
- [Fresno-Madera-Hanford, CA](#)
- [Harrisburg-Lebanon, PA](#)
- [Hartford-East Hartford, CT-MA](#)
- [Hawaii](#)
- [Houston-The Woodlands, TX](#)
- [Huntsville-Decatur, AL-TN](#)
- [Indianapolis-Carmel-Muncie, IN](#)
- [Kansas City-Overland Park-Kansas City, MO-KS](#)
- [Laredo, TX](#)
- [Las Vegas-Henderson, NV-AZ](#)
- [Los Angeles-Long Beach, CA](#)
- [Miami-Port St. Lucie-Fort Lauderdale, FL](#)
- [Milwaukee-Racine-Waukesha, WI](#)
- [Minneapolis-St. Paul, MN-WI](#)
- [New York-Newark, NY-NJ-CT-PA](#)
- [Omaha-Council Bluffs-Fremont, NE-IA](#)
- [Palm Bay-Melbourne-Titusville, FL](#)
- [Philadelphia-Reading-Camden, PA-NJ-DE-MD](#)
- [Phoenix-Mesa, AZ](#)
- [Pittsburgh-New Castle-Weirton, PA-OH-WV](#)
- [Portland-Vancouver-Salem, OR-WA](#)
- [Raleigh-Durham-Cary, NC](#)
- [Reno-Fernley, NV](#)
- [Richmond, VA](#)
- [Rochester-Batavia-Seneca Falls, NY](#)
- [Sacramento-Roseville, CA-NV](#)
- [San Antonio-New Braunfels-Pearsall, TX](#)
- [San Diego-Chula Vista-Carlsbad, CA](#)
- [San Jose-San Francisco-Oakland, CA](#)
- [Seattle-Tacoma, WA](#)
- [Spokane-Spokane Valley-Coeur d'Alene, WA-ID](#)
- [St. Louis-St. Charles-Farmington, MO-IL](#)
- [Tucson-Nogales, AZ](#)
- [Virginia Beach-Norfolk, VA-NC](#)
- [Washington-Baltimore-Arlington, DC-MD-VA-WV-PA](#)
- [Rest of U.S.](#)

Alaska

Place Name	FIPS
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State of Alaska	02
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Albany-Schenectady, NY-MA

New York

Place Name	FIPS
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Albany County, NY	36001
Columbia County, NY	36021
Fulton County, NY	36035
Greene County, NY	36039
Hamilton County, NY	36041
Montgomery County, NY	36057
Rensselaer County, NY	36083
Saratoga County, NY	36091
Schenectady County, NY	36093
Schoharie County, NY	36095
Warren County, NY	36113
Washington County, NY	36115

Massachusetts

Place Name	FIPS
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Berkshire County, MA	25003
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Albuquerque-Santa Fe-Las Vegas, NM

New Mexico

Place Name	FIPS
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Bernalillo County, NM	35001
Cibola County, NM	35006
Los Alamos County, NM	35028
McKinley County, NM	35031

Place Name	FIPS
Mora County, NM	35033
Rio Arriba County, NM	35039
Sandoval County, NM	35043
San Miguel County, NM	35047
Santa Fe County, NM	35049
Torrance County, NM	35057
Valencia County, NM	35061

Atlanta--Athens-Clarke County--Sandy Springs, GA-AL

Georgia

Place Name	FIPS
Banks County, GA	13011
Barrow County, GA	13013
Bartow County, GA	13015
Butts County, GA	13035
Carroll County, GA	13045
Chattahoochee County, GA	13053
Cherokee County, GA	13057
Clarke County, GA	13059
Clayton County, GA	13063
Cobb County, GA	13067
Coweta County, GA	13077
Dawson County, GA	13085
DeKalb County, GA	13089
Douglas County, GA	13097
Elbert County, GA	13105
Fayette County, GA	13113
Floyd County, GA	13115
Forsyth County, GA	13117
Franklin County, GA	13119
Fulton County, GA	13121
Gilmer County, GA	13123
Gordon County, GA	13129
Greene County, GA	13133
Gwinnett County, GA	13135

Place Name	FIPS
Habersham County, GA	13137
Hall County, GA	13139
Haralson County, GA	13143
Harris County, GA	13145
Heard County, GA	13149
Henry County, GA	13151
Jackson County, GA	13157
Jasper County, GA	13159
Lamar County, GA	13171
Lumpkin County, GA	13187
Madison County, GA	13195
Marion County, GA	13197
Meriwether County, GA	13199
Morgan County, GA	13211
Muscogee County, GA	13215
Newton County, GA	13217
Oconee County, GA	13219
Oglethorpe County, GA	13221
Paulding County, GA	13223
Pickens County, GA	13227
Pike County, GA	13231
Polk County, GA	13233
Putnam County, GA	13237
Rabun County, GA	13241
Rockdale County, GA	13247
Spalding County, GA	13255
Stephens County, GA	13257
Stewart County, GA	13259
Talbot County, GA	13263
Taliaferro County, GA	13265
Troup County, GA	13285
Upson County, GA	13293
Walton County, GA	13297
White County, GA	13311

Alabama

Place Name	FIPS
Chambers County, AL	01017
Cherokee County, AL	01019
Cleburne County, AL	01029
Lee County, AL	01081
Randolph County, AL	01111
Russell County, AL	01113

Austin-Round Rock-Georgetown, TX

Texas

Place Name	FIPS
Bastrop County, TX	48021
Blanco County, TX	48031
Burnet County, TX	48053
Caldwell County, TX	48055
Hays County, TX	48209
Lee County, TX	48287
Milam County, TX	48331
Travis County, TX	48453
Williamson County, TX	48491

Birmingham-Hoover-Talladega, AL

Alabama

Place Name	FIPS
Bibb County, AL	01007
Blount County, AL	01009
Calhoun County, AL	01015
Chilton County, AL	01021
Clay County, AL	01027
Coosa County, AL	01037
Cullman County, AL	01043
Etowah County, AL	01055
Greene County, AL	01063

Place Name	FIPS
Hale County, AL	01065
Jefferson County, AL	01073
Pickens County, AL	01107
St. Clair County, AL	01115
Shelby County, AL	01117
Talladega County, AL	01121
Tallapoosa County, AL	01123
Tuscaloosa County, AL	01125
Walker County, AL	01127
Winston County, AL	01133

Boston-Worcester-Providence, MA-RI-NH-CT-ME-VT

Massachusetts

Place Name	FIPS
Barnstable County, MA	25001
Bristol County, MA	25005
Dukes County, MA	25007
Essex County, MA	25009
Middlesex County, MA	25017
Nantucket County, MA	25019
Norfolk County, MA	25021
Plymouth County, MA	25023
Suffolk County, MA	25025
Worcester County, MA	25027

Rhode Island

Place Name	FIPS
Bristol County, RI	44001
Kent County, RI	44003
Newport County, RI	44005
Providence County, RI	44007
Washington County, RI	44009

New Hampshire

Place Name**FIPS**

Belknap County, NH	33001
Carroll County, NH	33003
Cheshire County, NH	33005
Grafton County, NH	33009
Hillsborough County, NH	33011
Merrimack County, NH	33013
Rockingham County, NH	33015
Strafford County, NH	33017
Sullivan County, NH	33019

Connecticut**Place Name****FIPS**

Windham County, CT	09015
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Maine**Place Name****FIPS**

Androscoggin County, ME	23001
Cumberland County, ME	23005
Sagadahoc County, ME	23023
York County, ME	23031

Vermont**Place Name****FIPS**

Orange County, VT	50017
Windsor County, VT	50027

Buffalo-Cheektowaga-Olean, NY**New York****Place Name****FIPS**

Allegany County, NY	36003
Cattaraugus County, NY	36009

Place Name	FIPS
Erie County, NY	36029
Niagara County, NY	36063
Wyoming County, NY	36121

Burlington-South Burlington-Barre, VT

Vermont

Place Name	FIPS
Addison County, VT	50001
Chittenden County, VT	50007
Franklin County, VT	50011
Grand Isle County, VT	50013
Lamoille County, VT	50015
Washington County, VT	50023

Charlotte-Concord, NC-SC

North Carolina

Place Name	FIPS
Alexander County, NC	37003
Anson County, NC	37007
Burke County, NC	37023
Cabarrus County, NC	37025
Caldwell County, NC	37027
Catawba County, NC	37035
Cleveland County, NC	37045
Gaston County, NC	37071
Iredell County, NC	37097
Lincoln County, NC	37109
Mecklenburg County, NC	37119
Rowan County, NC	37159
Stanly County, NC	37167
Union County, NC	37179

South Carolina

Place Name	FIPS
Chester County, SC	45023
Chesterfield County, SC	45025
Lancaster County, SC	45057
York County, SC	45091

Chicago-Naperville, IL-IN-WI

Illinois

Place Name	FIPS
Boone County, IL	17007
Bureau County, IL	17011
Cook County, IL	17031
DeKalb County, IL	17037
DuPage County, IL	17043
Grundy County, IL	17063
Iroquois County, IL	17075
Kane County, IL	17089
Kankakee County, IL	17091
Kendall County, IL	17093
Lake County, IL	17097
LaSalle County, IL	17099
McHenry County, IL	17111
Ogle County, IL	17141
Putnam County, IL	17155
Stephenson County, IL	17177
Will County, IL	17197
Winnebago County, IL	17201

Indiana

Place Name	FIPS
Jasper County, IN	18073
Lake County, IN	18089
LaPorte County, IN	18091
Newton County, IN	18111

Place Name**FIPS**

Porter County, IN	18127
Starke County, IN	18149

Wisconsin**Place Name****FIPS**

Kenosha County, WI	55059
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Cincinnati-Wilmington-Maysville, OH-KY-IN**Ohio****Place Name****FIPS**

Adams County, OH	39001
Brown County, OH	39015
Butler County, OH	39017
Clermont County, OH	39025
Clinton County, OH	39027
Hamilton County, OH	39061
Highland County, OH	39071
Warren County, OH	39165

Kentucky**Place Name****FIPS**

Boone County, KY	21015
Bracken County, KY	21023
Campbell County, KY	21037
Carroll County, KY	21041
Fleming County, KY	21069
Gallatin County, KY	21077
Grant County, KY	21081
Kenton County, KY	21117
Lewis County, KY	21135
Mason County, KY	21161
Owen County, KY	21187

Place Name	FIPS
Pendleton County, KY	21191
Robertson County, KY	21201

Indiana

Place Name	FIPS
Dearborn County, IN	18029
Franklin County, IN	18047
Ohio County, IN	18115
Ripley County, IN	18137
Switzerland County, IN	18155
Union County, IN	18161

Cleveland-Akron-Canton, OH-PA

Ohio

Place Name	FIPS
Ashland County, OH	39005
Ashtabula County, OH	39007
Carroll County, OH	39019
Columbiana County, OH	39029
Crawford County, OH	39033
Cuyahoga County, OH	39035
Erie County, OH	39043
Geauga County, OH	39055
Harrison County, OH	39067
Holmes County, OH	39075
Huron County, OH	39077
Lake County, OH	39085
Lorain County, OH	39093
Mahoning County, OH	39099
Medina County, OH	39103
Portage County, OH	39133
Richland County, OH	39139
Stark County, OH	39151
Summit County, OH	39153

Place Name**FIPS**

Trumbull County, OH	39155
Tuscarawas County, OH	39157
Wayne County, OH	39169

Pennsylvania**Place Name****FIPS**

Mercer County, PA	42085
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Colorado Springs, CO**Colorado****Place Name****FIPS**

El Paso County, CO	08041
Fremont County, CO	08043
Pueblo County, CO	08101
Teller County, CO	08119

Columbus-Marion-Zanesville, OH**Ohio****Place Name****FIPS**

Coshocton County, OH	39031
Delaware County, OH	39041
Fairfield County, OH	39045
Fayette County, OH	39047
Franklin County, OH	39049
Guernsey County, OH	39059
Hardin County, OH	39065
Hocking County, OH	39073
Knox County, OH	39083
Licking County, OH	39089
Logan County, OH	39091
Madison County, OH	39097

Place Name	FIPS
Marion County, OH	39101
Morgan County, OH	39115
Morrow County, OH	39117
Muskingum County, OH	39119
Noble County, OH	39121
Perry County, OH	39127
Pickaway County, OH	39129
Pike County, OH	39131
Ross County, OH	39141
Union County, OH	39159
Vinton County, OH	39163

Corpus Christi-Kingsville-Alice, TX

Texas

Place Name	FIPS
Aransas County, TX	48007
Brooks County, TX	48047
Duval County, TX	48131
Jim Wells County, TX	48249
Kenedy County, TX	48261
Kleberg County, TX	48273
Live Oak County, TX	48297
Nueces County, TX	48355
Refugio County, TX	48391
San Patricio County, TX	48409

Dallas-Fort Worth, TX-OK

Texas

Place Name	FIPS
Collin County, TX	48085
Cooke County, TX	48097
Dallas County, TX	48113

Place Name	FIPS
Delta County, TX	48119
Denton County, TX	48121
Ellis County, TX	48139
Fannin County, TX	48147
Grayson County, TX	48181
Henderson County, TX	48213
Hill County, TX	48217
Hood County, TX	48221
Hopkins County, TX	48223
Hunt County, TX	48231
Jack County, TX	48237
Johnson County, TX	48251
Kaufman County, TX	48257
Montague County, TX	48337
Navarro County, TX	48349
Palo Pinto County, TX	48363
Parker County, TX	48367
Rains County, TX	48379
Rockwall County, TX	48397
Somervell County, TX	48425
Tarrant County, TX	48439
Van Zandt County, TX	48467
Wise County, TX	48497

Oklahoma

Place Name	FIPS
Bryan County, OK	40013
Carter County, OK	40019
Love County, OK	40085

Davenport-Moline, IA-IL

Iowa

Place Name	FIPS
Cedar County, IA	19031

Place Name	FIPS
Clinton County, IA	19045
Jackson County, IA	19097
Louisa County, IA	19115
Muscatine County, IA	19139
Scott County, IA	19163

Illinois

Place Name	FIPS
Carroll County, IL	17015
Henry County, IL	17073
Lee County, IL	17103
Mercer County, IL	17131
Rock Island County, IL	17161
Whiteside County, IL	17195

Dayton-Springfield-Kettering, OH

Ohio

Place Name	FIPS
Allen County, OH	39003
Auglaize County, OH	39011
Champaign County, OH	39021
Clark County, OH	39023
Darke County, OH	39037
Greene County, OH	39057
Mercer County, OH	39107
Miami County, OH	39109
Montgomery County, OH	39113
Preble County, OH	39135
Shelby County, OH	39149
Van Wert County, OH	39161

Denver-Aurora, CO

Colorado

Place Name	FIPS
Adams County, CO	08001
Arapahoe County, CO	08005
Boulder County, CO	08013
Broomfield County, CO	08014
Clear Creek County, CO	08019
Denver County, CO	08031
Douglas County, CO	08035
Elbert County, CO	08039
Gilpin County, CO	08047
Jefferson County, CO	08059
Larimer County, CO	08069
Lincoln County, CO	08073
Park County, CO	08093
Weld County, CO	08123

Des Moines-Ames-West Des Moines, IA

Iowa

Place Name	FIPS
Adair County, IA	19001
Boone County, IA	19015
Clarke County, IA	19039
Dallas County, IA	19049
Greene County, IA	19073
Guthrie County, IA	19077
Hamilton County, IA	19079
Jasper County, IA	19099
Lucas County, IA	19117
Madison County, IA	19121
Mahaska County, IA	19123
Marion County, IA	19125
Monroe County, IA	19135
Polk County, IA	19153
Poweshiek County, IA	19157
Story County, IA	19169

Place Name**FIPS**

Warren County, IA

19181

Detroit-Warren-Ann Arbor, MI**Michigan****Place Name****FIPS**

Clinton County, MI

26037

Eaton County, MI

26045

Genesee County, MI

26049

Huron County, MI

26063

Ingham County, MI

26065

Jackson County, MI

26075

Lapeer County, MI

26087

Lenawee County, MI

26091

Livingston County, MI

26093

Macomb County, MI

26099

Monroe County, MI

26115

Oakland County, MI

26125

St. Clair County, MI

26147

Sanilac County, MI

26151

Shiawassee County, MI

26155

Tuscola County, MI

26157

Washtenaw County, MI

26161

Wayne County, MI

26163

Fresno-Madera-Hanford, CA**California****Place Name****FIPS**

Fresno County, CA

06019

Kings County, CA

06031

Madera County, CA

06039

Mariposa County, CA

06043

Tulare County, CA

06107

Harrisburg-Lebanon, PA

Pennsylvania

Place Name	FIPS
Cumberland County, PA	42041
Dauphin County, PA	42043
Juniata County, PA	42067
Lancaster County, PA	42071
Lebanon County, PA	42075
Perry County, PA	42099

Hartford-East Hartford, CT-MA

Connecticut

Place Name	FIPS
Hartford County, CT	09003
Middlesex County, CT	09007
New London County, CT	09011
Tolland County, CT	09013

Massachusetts

Place Name	FIPS
Franklin County, MA	25011
Hampden County, MA	25013
Hampshire County, MA	25015

Hawaii

Hawaii

Place Name	FIPS
State of Hawaii	15

Houston-The Woodlands, TX

Texas

Place Name	FIPS
Austin County, TX	48015
Brazoria County, TX	48039
Chambers County, TX	48071
Colorado County, TX	48089
Fort Bend County, TX	48157
Galveston County, TX	48167
Grimes County, TX	48185
Harris County, TX	48201
Jackson County, TX	48239
Liberty County, TX	48291
Madison County, TX	48313
Matagorda County, TX	48321
Montgomery County, TX	48339
San Jacinto County, TX	48407
Trinity County, TX	48455
Walker County, TX	48471
Waller County, TX	48473
Washington County, TX	48477
Wharton County, TX	48481

Huntsville-Decatur, AL-TN

Alabama

Place Name	FIPS
Colbert County, AL	01033
DeKalb County, AL	01049
Lauderdale County, AL	01077
Lawrence County, AL	01079
Limestone County, AL	01083
Madison County, AL	01089
Marshall County, AL	01095
Morgan County, AL	01103

Tennessee

Place Name**FIPS**

Lincoln County, TN

47103

Indianapolis-Carmel-Muncie, IN**Indiana****Place Name****FIPS**

Bartholomew County, IN

18005

Benton County, IN

18007

Blackford County, IN

18009

Boone County, IN

18011

Brown County, IN

18013

Carroll County, IN

18015

Clinton County, IN

18023

Decatur County, IN

18031

Delaware County, IN

18035

Fayette County, IN

18041

Fountain County, IN

18045

Grant County, IN

18053

Hamilton County, IN

18057

Hancock County, IN

18059

Hendricks County, IN

18063

Henry County, IN

18065

Jackson County, IN

18071

Jennings County, IN

18079

Johnson County, IN

18081

Lawrence County, IN

18093

Madison County, IN

18095

Marion County, IN

18097

Monroe County, IN

18105

Montgomery County, IN

18107

Morgan County, IN

18109

Owen County, IN

18119

Putnam County, IN

18133

Randolph County, IN

18135

Rush County, IN

18139

Shelby County, IN

18145

Place Name	FIPS
Tippecanoe County, IN	18157
Tipton County, IN	18159
Warren County, IN	18171
Wayne County, IN	18177

Kansas City-Overland Park-Kansas City, MO-KS

Missouri

Place Name	FIPS
Andrew County, MO	29003
Bates County, MO	29013
Buchanan County, MO	29021
Caldwell County, MO	29025
Carroll County, MO	29033
Cass County, MO	29037
Clay County, MO	29047
Clinton County, MO	29049
Daviess County, MO	29061
DeKalb County, MO	29063
Gentry County, MO	29075
Henry County, MO	29083
Holt County, MO	29087
Jackson County, MO	29095
Johnson County, MO	29101
Lafayette County, MO	29107
Platte County, MO	29165
Ray County, MO	29177

Kansas

Place Name	FIPS
Anderson County, KS	20003
Atchison County, KS	20005
Doniphan County, KS	20043
Douglas County, KS	20045
Franklin County, KS	20059

Place Name	FIPS
Jackson County, KS	20085
Jefferson County, KS	20087
Johnson County, KS	20091
Leavenworth County, KS	20103
Linn County, KS	20107
Miami County, KS	20121
Osage County, KS	20139
Shawnee County, KS	20177
Wabaunsee County, KS	20197
Wyandotte County, KS	20209

Laredo, TX

Texas

Place Name	FIPS
Jim Hogg County, TX	48247
La Salle County, TX	48283
Webb County, TX	48479

Las Vegas-Henderson, NV-AZ

Nevada

Place Name	FIPS
Clark County, NV	32003
Nye County, NV	32023

Arizona

Place Name	FIPS
Mohave County, AZ	04015

Los Angeles-Long Beach, CA

California

Place Name	FIPS
Imperial County, CA	06025
Kern County, CA	06029
Los Angeles County, CA	06037
Orange County, CA	06059
Riverside County, CA	06065
San Bernardino County, CA	06071
San Luis Obispo County, CA	06079
Santa Barbara County, CA	06083
Ventura County, CA	06111

Miami-Port St. Lucie-Fort Lauderdale, FL

Florida

Place Name	FIPS
Broward County, FL	12011
Indian River County, FL	12061
Martin County, FL	12085
Miami-Dade County, FL	12086
Monroe County, FL	12087
Okeechobee County, FL	12093
Palm Beach County, FL	12099
St. Lucie County, FL	12111

Milwaukee-Racine-Waukesha, WI

Wisconsin

Place Name	FIPS
Dodge County, WI	55027
Fond du Lac County, WI	55039
Jefferson County, WI	55055
Milwaukee County, WI	55079
Ozaukee County, WI	55089
Racine County, WI	55101

Place Name	FIPS
Sheboygan County, WI	55117
Walworth County, WI	55127
Washington County, WI	55131
Waukesha County, WI	55133

Minneapolis-St. Paul, MN-WI

Minnesota

Place Name	FIPS
Anoka County, MN	27003
Benton County, MN	27009
Blue Earth County, MN	27013
Brown County, MN	27015
Carver County, MN	27019
Chisago County, MN	27025
Dakota County, MN	27037
Dodge County, MN	27039
Fillmore County, MN	27045
Goodhue County, MN	27049
Hennepin County, MN	27053
Isanti County, MN	27059
Kanabec County, MN	27065
Le Sueur County, MN	27079
McLeod County, MN	27085
Meeker County, MN	27093
Mille Lacs County, MN	27095
Morrison County, MN	27097
Mower County, MN	27099
Nicollet County, MN	27103
Olmsted County, MN	27109
Pine County, MN	27115
Ramsey County, MN	27123
Rice County, MN	27131
Scott County, MN	27139
Sherburne County, MN	27141
Sibley County, MN	27143

Place Name**FIPS**

Stearns County, MN	27145
Steele County, MN	27147
Wabasha County, MN	27157
Waseca County, MN	27161
Washington County, MN	27163
Wright County, MN	27171

Wisconsin**Place Name****FIPS**

Pierce County, WI	55093
Polk County, WI	55095
St. Croix County, WI	55109

New York-Newark, NY-NJ-CT-PA**New York****Place Name****FIPS**

Bronx County, NY	36005
Dutchess County, NY	36027
Kings County, NY	36047
Nassau County, NY	36059
New York County, NY	36061
Orange County, NY	36071
Putnam County, NY	36079
Queens County, NY	36081
Richmond County, NY	36085
Rockland County, NY	36087
Suffolk County, NY	36103
Sullivan County, NY	36105
Ulster County, NY	36111
Westchester County, NY	36119

New Jersey

Place Name	FIPS
Bergen County, NJ	34003
Essex County, NJ	34013
Fort Dix, NJ	341052005
Hudson County, NJ	34017
Hunterdon County, NJ	34019
Joint Base McGuire-Dix-Lakehurst	341530005
McGuire Air Force Base, NJ	341778005
Mercer County, NJ	34021
Middlesex County, NJ	34023
Monmouth County, NJ	34025
Morris County, NJ	34027
Ocean County, NJ	34029
Passaic County, NJ	34031
Somerset County, NJ	34035
Sussex County, NJ	34037
Union County, NJ	34039
Warren County, NJ	34041

Connecticut

Place Name	FIPS
Fairfield County, CT	09001
Litchfield County, CT	09005
New Haven County, CT	09009

Pennsylvania

Place Name	FIPS
Carbon County, PA	42025
Lehigh County, PA	42077
Monroe County, PA	42089
Northampton County, PA	42095
Pike County, PA	42103
Wayne County, PA	42127

Omaha-Council Bluffs-Fremont, NE-IA

Nebraska

Place Name	FIPS
Burt County, NE	31021
Cass County, NE	31025
Dodge County, NE	31053
Douglas County, NE	31055
Sarpy County, NE	31153
Saunders County, NE	31155
Washington County, NE	31177

Iowa

Place Name	FIPS
Fremont County, IA	19071
Harrison County, IA	19085
Mills County, IA	19129
Pottawattamie County, IA	19155
Shelby County, IA	19165

Palm Bay-Melbourne-Titusville, FL

Florida

Place Name	FIPS
Brevard County, FL	12009

Philadelphia-Reading-Camden, PA-NJ-DE-MD

Pennsylvania

Place Name	FIPS
Berks County, PA	42011
Bucks County, PA	42017
Chester County, PA	42029
Delaware County, PA	42045
Montgomery County, PA	42091
Philadelphia County, PA	42101

Place Name**FIPS**

Schuylkill County, PA

42107

New Jersey**Place Name****FIPS**

Atlantic County, NJ

34001

Burlington County, NJ

34005

Camden County, NJ

34007

Cape May County, NJ

34009

Cumberland County, NJ

34011

Gloucester County, NJ

34015

Salem County, NJ

34033

Delaware**Place Name****FIPS**

Kent County, DE

10001

New Castle County, DE

10003

Sussex County, DE

10005

Maryland**Place Name****FIPS**

Cecil County, MD

24015

Somerset County, MD

24039

Wicomico County, MD

24045

Worcester County, MD

24047

Phoenix-Mesa, AZ**Arizona****Place Name****FIPS**

Gila County, AZ

04007

Maricopa County, AZ

04013

Pinal County, AZ

04021

Pittsburgh-New Castle-Weirton, PA-OH-WV

Pennsylvania

Place Name	FIPS
Allegheny County, PA	42003
Armstrong County, PA	42005
Beaver County, PA	42007
Butler County, PA	42019
Cambria County, PA	42021
Fayette County, PA	42051
Greene County, PA	42059
Indiana County, PA	42063
Lawrence County, PA	42073
Somerset County, PA	42111
Washington County, PA	42125
Westmoreland County, PA	42129

Ohio

Place Name	FIPS
Belmont County, OH	39013
Jefferson County, OH	39081

West Virginia

Place Name	FIPS
Brooke County, WV	54009
Hancock County, WV	54029
Marshall County, WV	54051
Ohio County, WV	54069

Portland-Vancouver-Salem, OR-WA

Oregon

Place Name	FIPS
Benton County, OR	41003

Place Name	FIPS
Clackamas County, OR	41005
Columbia County, OR	41009
Linn County, OR	41043
Marion County, OR	41047
Multnomah County, OR	41051
Polk County, OR	41053
Washington County, OR	41067
Yamhill County, OR	41071

Washington

Place Name	FIPS
Clark County, WA	53011
Cowlitz County, WA	53015
Skamania County, WA	53059
Wahkiakum County, WA	53069

Raleigh-Durham-Cary, NC

North Carolina

Place Name	FIPS
Caswell County, NC	37033
Chatham County, NC	37037
Cumberland County, NC	37051
Durham County, NC	37063
Edgecombe County, NC	37065
Franklin County, NC	37069
Granville County, NC	37077
Halifax County, NC	37083
Harnett County, NC	37085
Hoke County, NC	37093
Johnston County, NC	37101
Lee County, NC	37105
Moore County, NC	37125
Nash County, NC	37127
Northampton County, NC	37131

Place Name	FIPS
Orange County, NC	37135
Person County, NC	37145
Robeson County, NC	37155
Scotland County, NC	37165
Vance County, NC	37181
Wake County, NC	37183
Warren County, NC	37185
Wayne County, NC	37191
Wilson County, NC	37195

Reno-Fernley, NV

Nevada

Place Name	FIPS
Churchill County, NV	32001
Lyon County, NV	32019
Storey County, NV	32029
Washoe County, NV	32031

Richmond, VA

Virginia

Place Name	FIPS
Amelia County, VA	51007
Brunswick County, VA	51025
Charles City County, VA	51036
Chesterfield County, VA	51041
Cumberland County, VA	51049
Dinwiddie County, VA	51053
Essex County, VA	51057
Goochland County, VA	51075
Greensville County, VA	51081
Hanover County, VA	51085
Henrico County, VA	51087

Place Name	FIPS
King and Queen County, VA	51097
King William County, VA	51101
Louisa County, VA	51109
New Kent County, VA	51127
Nottoway County, VA	51135
Powhatan County, VA	51145
Prince George County, VA	51149
Sussex County, VA	51183
Colonial Heights city, VA	51570
Emporia city, VA	51595
Hopewell city, VA	51670
Petersburg city, VA	51730
Richmond city, VA	51760

Rochester-Batavia-Seneca Falls, NY

New York

Place Name	FIPS
Genesee County, NY	36037
Livingston County, NY	36051
Monroe County, NY	36055
Ontario County, NY	36069
Orleans County, NY	36073
Seneca County, NY	36099
Wayne County, NY	36117
Yates County, NY	36123

Sacramento-Roseville, CA-NV

California

Place Name	FIPS
Alpine County, CA	06003
Amador County, CA	06005
Butte County, CA	06007

Place Name	FIPS
Colusa County, CA	06011
El Dorado County, CA	06017
Nevada County, CA	06057
Placer County, CA	06061
Sacramento County, CA	06067
Sierra County, CA	06091
Sutter County, CA	06101
Yolo County, CA	06113
Yuba County, CA	06115

Nevada

Place Name	FIPS
Douglas County, NV	32005
Carson City, NV	32510

San Antonio-New Braunfels-Pearsall, TX

Texas

Place Name	FIPS
Atascosa County, TX	48013
Bandera County, TX	48019
Bexar County, TX	48029
Comal County, TX	48091
Frio County, TX	48163
Gillespie County, TX	48171
Gonzales County, TX	48177
Guadalupe County, TX	48187
Karnes County, TX	48255
Kendall County, TX	48259
Kerr County, TX	48265
McMullen County, TX	48311
Medina County, TX	48325
Wilson County, TX	48493

San Diego-Chula Vista-Carlsbad, CA

California

Place Name	FIPS
San Diego County, CA	06073

San Jose-San Francisco-Oakland, CA

California

Place Name	FIPS
Alameda County, CA	06001
Calaveras County, CA	06009
Contra Costa County, CA	06013
Marin County, CA	06041
Merced County, CA	06047
Monterey County, CA	06053
Napa County, CA	06055
San Benito County, CA	06069
San Francisco County, CA	06075
San Joaquin County, CA	06077
San Mateo County, CA	06081
Santa Clara County, CA	06085
Santa Cruz County, CA	06087
Solano County, CA	06095
Sonoma County, CA	06097
Stanislaus County, CA	06099

Seattle-Tacoma, WA

Washington

Place Name	FIPS
Clallam County, WA	53009
Grays Harbor County, WA	53027
Island County, WA	53029
Jefferson County, WA	53031

Place Name	FIPS
King County, WA	53033
Kitsap County, WA	53035
Lewis County, WA	53041
Mason County, WA	53045
Pacific County, WA	53049
Pierce County, WA	53053
San Juan County, WA	53055
Skagit County, WA	53057
Snohomish County, WA	53061
Thurston County, WA	53067
Whatcom County, WA	53073

Spokane-Spokane Valley-Coeur d'Alene, WA-ID

Washington

Place Name	FIPS
Ferry County, WA	53019
Lincoln County, WA	53043
Pend Oreille County, WA	53051
Spokane County, WA	53063
Stevens County, WA	53065

Idaho

Place Name	FIPS
Benewah County, ID	16009
Kootenai County, ID	16055
Shoshone County, ID	16079

St. Louis-St. Charles-Farmington, MO-IL

Missouri

Place Name	FIPS
Crawford County, MO	29055

Place Name	FIPS
Franklin County, MO	29071
Gasconade County, MO	29073
Iron County, MO	29093
Jefferson County, MO	29099
Lincoln County, MO	29113
Madison County, MO	29123
Montgomery County, MO	29139
Pike County, MO	29163
St. Charles County, MO	29183
Ste. Genevieve County, MO	29186
St. Francois County, MO	29187
St. Louis County, MO	29189
Warren County, MO	29219
Washington County, MO	29221
St. Louis city, MO	29510

Illinois

Place Name	FIPS
Bond County, IL	17005
Calhoun County, IL	17013
Clinton County, IL	17027
Fayette County, IL	17051
Greene County, IL	17061
Jersey County, IL	17083
Macoupin County, IL	17117
Madison County, IL	17119
Marion County, IL	17121
Monroe County, IL	17133
Montgomery County, IL	17135
Randolph County, IL	17157
St. Clair County, IL	17163
Washington County, IL	17189

Tucson-Nogales, AZ

Arizona

Place Name	FIPS
Cochise County, AZ	04003
Pima County, AZ	04019
Santa Cruz County, AZ	04023

Virginia Beach-Norfolk, VA-NC

Virginia

Place Name	FIPS
Gloucester County, VA	51073
Isle of Wight County, VA	51093
James City County, VA	51095
Mathews County, VA	51115
Middlesex County, VA	51119
Southampton County, VA	51175
Surry County, VA	51181
York County, VA	51199
Chesapeake city, VA	51550
Franklin city, VA	51620
Hampton city, VA	51650
Newport News city, VA	51700
Norfolk city, VA	51710
Poquoson city, VA	51735
Portsmouth city, VA	51740
Suffolk city, VA	51800
Virginia Beach city, VA	51810
Williamsburg city, VA	51830

North Carolina

Place Name	FIPS
Camden County, NC	37029
Chowan County, NC	37041
Currituck County, NC	37053
Dare County, NC	37055
Gates County, NC	37073
Hertford County, NC	37091

Place Name	FIPS
Pasquotank County, NC	37139
Perquimans County, NC	37143
Tyrrell County, NC	37177

Washington-Baltimore-Arlington, DC-MD-VA-WV-PA

District of Columbia

Place Name	FIPS
District of Columbia, DC	11001

Maryland

Place Name	FIPS
Allegany County, MD	24001
Anne Arundel County, MD	24003
Baltimore County, MD	24005
Calvert County, MD	24009
Caroline County, MD	24011
Carroll County, MD	24013
Charles County, MD	24017
Dorchester County, MD	24019
Frederick County, MD	24021
Harford County, MD	24025
Howard County, MD	24027
Kent County, MD	24029
Montgomery County, MD	24031
Prince George's County, MD	24033
Queen Anne's County, MD	24035
St. Mary's County, MD	24037
Talbot County, MD	24041
Washington County, MD	24043
Baltimore city, MD	24510

Virginia

Place Name	FIPS
Arlington County, VA	51013
Caroline County, VA	51033
Clarke County, VA	51043
Culpeper County, VA	51047
Fairfax County, VA	51059
Fauquier County, VA	51061
Frederick County, VA	51069
King George County, VA	51099
Loudoun County, VA	51107
Madison County, VA	51113
Orange County, VA	51137
Prince William County, VA	51153
Rappahannock County, VA	51157
Shenandoah County, VA	51171
Spotsylvania County, VA	51177
Stafford County, VA	51179
Warren County, VA	51187
Westmoreland County, VA	51193
Alexandria city, VA	51510
Fairfax city, VA	51600
Falls Church city, VA	51610
Fredericksburg city, VA	51630
Manassas city, VA	51683
Manassas Park city, VA	51685
Winchester city, VA	51840

West Virginia

Place Name	FIPS
Berkeley County, WV	54003
Hampshire County, WV	54027
Hardy County, WV	54031
Jefferson County, WV	54037
Mineral County, WV	54057
Morgan County, WV	54065

Pennsylvania

Place Name**FIPS**

Adams County, PA	42001
Franklin County, PA	42055
Fulton County, PA	42057
York County, PA	42133

Rest of U.S.**Place Name****FIPS**

Those portions of the United States and its territories and possessions (nonforeign areas), not located within another locality pay area

EXHIBIT 7

Hickson v. Levi Only Stores, Inc.

Litigation Costs

Service Date		Details		Provider		Amount
10/20/23		Personnel Records Request Postage		USPS		\$ 7.34
3/14/24		LWDA Letter		LWDA		\$ 75.00
3/15/24		Summons & Complaint		Rapid Legal		\$ 1,493.71
3/22/24		Process of Service - Levi Strauss Co		Rapid Legal		\$ 77.25
3/22/24		Process of Service - Levi Only Stores, Inc.		Rapid Legal		\$ 77.25
3/25/24		Process of Service - Body Yoga		Rapid Legal		\$ 77.25
3/28/24		POS of Summons		Rapid Legal		\$ 15.66
4/11/24		Notice of Order Deeming Case Complex & Setting ISC		Rapid Legal		\$ 15.66
5/20/24		First Amended Complaint		Rapid Legal		\$ 15.66
6/7/24		Document Retrieval		Los Angeles Superior Court		\$ 14.20
7/4/24		Notice of Posting Jury Fees		Rapid Legal		\$ 170.16
8/3/24		System Access Fee		Case Anywhere LLC		\$ 38.22
9/19/24		Mediation		Judicate West		\$ 2,775.00
10/24/24		Expert Analysis Fee		Berger Consulting Group		\$ 2,556.00
11/5/24		System Access Fee		Case Anywhere, LLC		\$ 147.00
12/17/24		Notice of Unavailability		Rapid Legal		\$ 17.25
1/29/25		System Access Fee		Case Anywhere, LLC		\$ 49.00
3/5/25		System Access Fee		Case Anywhere, LLC		\$ 49.00
4/4/25		System Access Fee		Case Anywhere, LLC		\$ 49.00
5/2/25		System Access Fee		Case Anywhere, LLC		\$ 49.00
6/13/25		Amended [Proposed] Order; POS		Rapid Legal		\$ 17.34
6/13/25		Declaration In Support of Settlement		Rapid Legal		\$ 17.34
7/1/25		System Access Fee		Case Anywhere, LLC		\$ 67.00
7/7/25		Notice of Order Granting Preliminary Approval of Settlement		Rapid Legal		\$ 17.34
8/4/25		System Access Fee		Case Anywhere, LLC		\$ 55.00
9/2/25		System Access Fee		Case Anywhere, LLC		\$ 49.00
10/1/25		System Access Fee		Case Anywhere, LLC		\$ 49.00
11/1/25		System Access Fee		Case Anywhere, LLC		\$ 49.00
FUTURE		Final Access Fee		Case Anywhere, LLC		\$ 200.00

Total

\$ 8,289.63

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9 Facsimile: (213) 381-9989

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

16 *Plaintiff,*

17 v.

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

21 *Defendants.*
22
23
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27
28

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

*Assigned for all purposes to:
Hon. Timothy Patrick Dillon*

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

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

D. LAW, INC.

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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

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
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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**

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

*Assigned for all purposes to:
Hon. Timothy Patrick Dillon
Dept. 15*

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

FINAL APPROVAL HEARING

Date: December 9, 2025

Time: 9:00 a.m.

Dept: 15

1 **D.LAW, INC.**
2 Emil Davtyan (SBN 299363)
3 emil@d.law
4 David Yeremian (SBN 226337)
5 d.yeremian@d.law
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18
19 *Attorneys for Plaintiff Esha Hickson*
20
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DECLARATION OF JOHN G. YSLAS

I, John G. Yslas, declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a Senior Partner at Wilshire Law Firm, PLC (“WLF”), counsel of record for Plaintiff Thora Magney (“Plaintiff Magney”). D.Law, Inc. (“DL”) are counsel of record for Plaintiff Esha Lakita Hickson (“Plaintiff Hickson”) (collectively with Plaintiff Magney, “Plaintiffs”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

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

3. Plaintiffs are represented by WLF and DL. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

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

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

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

7. Upon graduating from law school in 1996, I worked for a boutique law firm practicing general litigation which included employment law matters. Since 2000 (that is, the

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

10 8. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire
11 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
12 hour class and representative actions litigating such matters on behalf of plaintiff employees in
13 numerous Superior Courts and District Courts. From matters representing both plaintiffs and
14 defendants, I have successfully mediated the resolution of many wage and hour class,
15 collective, and representative actions. Just since starting to settle cases in late April 2023 I have
16 already successfully mediated matters in which I have been counsel or co-counsel resulting in
17 **more than \$185 million** in settlements and verdicts which are in the process of being finalized,
18 and with numerous upcoming mediations scheduled. In those and numerous other matters, I
19 have managed and assisted with the litigation and settlement of many wage and hour PAGA
20 and class actions. In those actions, I performed similar tasks as those performed in the course
21 of prosecuting this action. Indeed, I recently tried and prevailed in achieving a jury verdict in
22 a wage and hour class action in the matter of *Aguilar-Flores v. Javier’s – CC LLC*, Los Angeles
23 County Superior Court, Case No. 19STCV36438.

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

4 10. I have also published numerous blogs on labor and employment issues including
5 on wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-
6 Impact on Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You
7 Really Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a
8 partner with Seyfarth Shaw LLP). I have also been a presenter at numerous conferences,
9 including being a presenter involving the “Employment Law Update” at a National
10 Employment Law Council conference. I currently bill at an hourly rate of \$1,500.00.

11 11. Samantha A. Smith was a Senior Attorney at WLF where her practice was
12 focused on managing wage and hour class action and PAGA settlements. Ms. Smith was
13 admitted to the California Bar in December of 2004, and received a J.D. from University of
14 California, Hastings College of the Law and a B.A. from University of California, Davis. Ms.
15 Smith has dedicated her 21-year career to plaintiffs’-side class action litigation. Her wealth of
16 experience includes successful work on all stages of class action litigation, including class
17 action appeals, class certification motions, and class settlements. See, e.g., *Blue Diamond*
18 *Growers Product Labeling Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false
19 advertising of Blue Diamond food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050
20 (Santa Clara County Superior Court) (employee data breach); *Overton v. Armour-Eckrich*
21 *Meats, LLC*, Case No. CIVDS1501325 (San Bernardino County Superior Court) (unpaid
22 wages, meal period and rest break claims, and PAGA violations for non-exempt employees);
23 *DeLeon et al. v. Westlake Services, LLC*, Case No. BC 526750 (Los Angeles County Superior
24 Court) (unpaid overtime, meal period and rest break claims for call center employees); *Sawyer*
25 *v. Retail Data, LLC*, Case No. 30-2014-00753767-CU-OE-CXC (Orange County Superior
26 Court) (unpaid wage and rest break claims for piece rate workers); *Nguyen v. Pharmerica*
27 *Corporation et al.*, Case No. 30-2014-00716072-CU-OE-CXC (Orange County Superior
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1 Court) (unpaid wages and unreimbursed expenses for pharmacists); *Laumea v. Performance*
2 *Food Group, Inc.*, Case No. CIVDS1407509 (San Bernardino County Superior Court) (unpaid
3 wages, meal and rest break claims for non-exempt employees); *Durroh v. East West Bank*, Case
4 No. BC528860 (Los Angeles County Superior Court) (overtime claims for failure to include
5 bonuses in regular rate of pay for bank workers); *Gonzalez et al. v. SFFI Company, Inc. et al.*,
6 Case No. CIVDS1504287 (San Bernardino County Superior Court) (unpaid wages, meal period
7 and rest break claims for non-exempt employees). Ms. Smith billed at an hourly rate of
8 \$1,000.00.

9 12. Jeffrey C. Bils is an eleventh-year Senior Attorney at WLF. He graduated from
10 the University of Wisconsin–Madison with a Bachelor of Arts in Journalism and German, and
11 received his Juris Doctor from the University of California, Los Angeles School of Law in 2014.
12 During law school, he was a Senior Editor on the UCLA Law Review and an Articles Editor
13 on the Entertainment Law Review. Mr. Bils served as a Judicial Extern for the Hon. Consuelo
14 Bland Marshall in United States District Court for the Central District of California, and also
15 for the Hon. Sandra R. Klein of United States Bankruptcy Court for the Central District of
16 California. Mr. Bils graduated ranked No. 7 in his graduating class from UCLA School of Law.
17 He was admitted to practice law in the State of California in 2014. Since graduating from law
18 school, he has focused his legal work primarily on employment matters, including wage-and-
19 hour class action and PAGA representative action litigation, and he has helped obtain dozens
20 of settlements on behalf California workers, as well as on behalf of California employers during
21 his years on the defense bar. Mr. Bils is a member of the Beverly Hills Bar Association
22 (BHBA), where he is a past member of the Board of Governors and a past Chair of the Labor
23 & Employment Law Section Executive Committee. He is also a member of the California
24 Employment Lawyers Association (CELA) and the Consumer Attorneys Association of Los
25 Angeles (CAALA). Mr. Bils currently bills at an hourly rate of \$850.00.

26 13. Fawn F. Bekam was a Junior Partner at WLF. She graduated from the University
27 of California, Irvine School of Law, where she received her J.D. in 2015. She received her B.A.
28

1 from the University of California, Los Angeles in 2012. While in law school, she was the
2 recipient of numerous honors, including multiple Dean's Awards, Dean's Merit Scholarship,
3 and pro bono graduation honors. She has been chosen as a Super Lawyer Rising Star every
4 year since 2020 and selected for inclusion in Best Lawyers: Ones to Watch every year since
5 2021. Ms. Bekam has been appointed to class counsel in dozens of cases through both contested
6 and uncontested motions. Ms. Bekam billed at an hourly rate of \$800.00.

7 14. Aram Boyadjian is a fifth-year Associate Attorney at WLF. He was admitted to
8 practice law in the State of California in 2021. Aram graduated from the University of
9 California, Los Angeles, with a Bachelor of Arts in Political Science. He received his Juris
10 Doctor from Loyola Law School. During law school, he was a member of the student editorial
11 board for the International and Comparative Law Review. Since January 2021, his practice has
12 mainly been focused on wage and hour class action litigation. Mr. Boyadjian currently bills at
13 an hourly rate of \$600.00.

14 15. Lisa B. Iturriaga is a Settlement Attorney at Wilshire Law Firm, PLC. She was
15 admitted to practice law in the State of California in 2021. Ms. Iturriaga graduated from
16 University of South Florida with a Bachelor of Science in Finance and a Bachelor of Arts in
17 Marketing. She received her Juris Doctor from Chapman University Dale E. Fowler School of
18 Law. Since graduating, her practice has been in insurance defense (previously) and
19 employment law (currently). Since 2023, she has exclusively worked on Plaintiff-side wage
20 and hour cases. Ms. Iturriaga is also a member of the California Employment Lawyers
21 Association (CELA). Ms. Iturriaga currently bills at an hourly rate of \$550.00.

22 16. Andrew Sandoval is a third-year Associate Attorney at WLF. He was admitted
23 to practice law in the State of California in 2022. Andrew graduated from Azusa Pacific
24 University with a Bachelor of Arts in Economics. He received his Juris Doctor from Loyola
25 Law School. During law school, he was a Vice-President of La Raza de Loyola. Since
26 graduating, his practice has mainly been focused on wage and hour class action litigation. Mr.
27 Sandoval currently bills at an hourly rate of \$500.00.

1 17. WLF's hourly rates are comparable to those charged by other class action
2 plaintiffs' counsel and the firms defending class actions. WLF's hourly rates have been
3 approved by other courts in California in which WLF was approved as Class Counsel. *See, e.g.,*
4 *Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No.
5 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County
6 Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*,
7 Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The*
8 *De Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-
9 8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case
10 No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case
11 No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County
12 Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation*
13 *Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v. Universal Chain*
14 *of California, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera*
15 *v. Performance Online, Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013;
16 *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00329033;
17 *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, Case No.
18 STK-CV-UOE-2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court,
19 Case No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus Valley Management Services, Inc.*,
20 Riverside County Superior Court, Case No. CVRI2301768; *Torres v. HomeShield Pest Control*
21 *Inc.*, Placer County Superior Court, Case No. S-CV-0049525; *Cabrera v. Creekside Auto*
22 *Group*, Santa Clara County Superior Court, Case No. 23CV415661; *Simpson v. Arcos*,
23 Riverside Superior Court, Case No. CVRI2303337; *Payne v. Planned Parenthood: Shasta-*
24 *Diablo, Inc.*, San Francisco County Superior Court, Case No. CGC-23-607359; *Turner v.*
25 *Northrop*, Central District of California, No. 2:23-cv-03756 PA (PDx). The total hours
26 expended on this action are reasonable and in line with comparable cases.

27 18. WLF has performed significant work and incurred litigation costs in prosecuting
28

1 this matter with no guarantee of any payment. The efforts expended by Plaintiffs' counsel to
2 achieve this result include, but are not limited to, the following:

3 a. the investigation of the matter, including meeting with Plaintiffs, reviewing
4 Defendants' policies, and requesting and reviewing Plaintiffs' time and pay records, personnel
5 files, and exploring the corporate structure of Defendants;

6 b. filing the Actions and Amended Action(s);

7 c. attending status conferences and meeting and conferring with Defendants and
8 co-counsel regarding the case;

9 d. meeting and conferring with Defendants and co-counsel regarding mediation,
10 exchange of informal discovery beforehand, and negotiating with opposing counsel and co-
11 counsel regarding the parameters thereof;

12 e. selecting a mediator and mediation date;

13 f. working with co-counsel, opposing counsel and expert consultants for the
14 receipt of a representative sampling and analyzing the same with the aid of expert consultants
15 and Plaintiffs to perform analyses of liability and exposure prior to attendance of the mediation
16 in this matter;

17 g. reviewing policy documents from Defendants and researching applicable
18 defenses;

19 h. preparation of the mediation brief and damages model for use at mediation;

20 i. attendance at the mediations by all Parties and Counsel;

21 j. communicating with Plaintiffs who requested updates or other information
22 regarding this matter;

23 k. negotiating, finalizing and fully executing the settlement agreement;

24 l. preparing and filing the Motion for Preliminary Approval and supporting
25 documents;

26 m. reviewing, revising, finalizing and fully executing the amended settlement
27 agreement;

- 1 n. preparing and providing supplemental supporting papers for Preliminary
2 Approval;
3 o. attending the hearings on Motion for Preliminary Approval;
4 p. communicating and coordinating with the third-party administrator to ensure
5 class notice went out; and
6 q. preparing the instant Motion for Final Approval and supporting documents.

7 19. WLF's current lodestar reflects the efficiencies achieved by attorneys
8 experienced in this field with 393.6 hours of work resulting in \$379,435.00 in fees.
9 Additionally, DL represents that it has invested 99.8 hours of work resulting in \$68,730.50 in
10 fees for a combined total with WLF for **493.4 hours** of work resulting in **\$448,165.50** in fees.
11 WLF and DL have dedicated significant resources to this case by dividing the tasks required
12 according to skill level. The hours expended by each attorney were not duplicative and reflect
13 the extensive investigation and analysis that was required to achieve this Settlement. This
14 amount does not include the time Class Counsel will spend at the final approval hearing and
15 assisting the Settlement Administrator following final approval. The chart below shows the
16 calculation of hours spent by each of WLF's attorneys on this case:

Attorney	Hours	Hourly Rate	Total
Fawn F. Bekam	5.0	\$800.00	\$4,000.00
Samantha A. Smith	12.0	\$1,000.00	\$12,000.00
Lisa B. Iturriaga	22.5	\$550.00	\$12,375.00
Aram Boyadjian	42.1	\$600.00	\$25,260.00
Jeffrey C. Bils	60.0	\$850.00	\$51,000.00
Andrew Sandoval	103.2	\$500.00	\$51,600.00
John G. Yslas	148.8	\$1,500.00	\$223,200.00
TOTAL	393.6		\$379,435.00

26 20. The risk factors present in this case favor the application of a 2.41 multiplier.
27 To begin, Class Counsel have singularly assumed the risk and costs of litigation purely on a
28

1 contingency basis. And, while Plaintiffs are confident in the merits of their claims, a legitimate
2 controversy exists as to each cause of action posing an actual risk that Plaintiffs may not
3 succeed at class certification and/or trial. Any of these obstacles could have prevented recovery
4 completely, meaning Class Counsel would have been left with no compensation for all the time
5 and money invested in litigating this case. Despite these risks, Class Counsel took this case on
6 a contingency basis so that Class Members (a particularly vulnerable group of hourly paid
7 workers) could be compensated for their unpaid wages. Consequently, Class Counsel was
8 precluded from focusing on, or taking on, other cases which could have resulted in a larger,
9 and less risky, monetary gain. This time could have been spent on other potentially lucrative
10 cases.

11 21. In litigation costs, WLF has spent \$13,706.66 on items such as filing fees,
12 service fees, mediation fees, and expert fees. DL represents that it has spent \$8,289.63 in
13 litigation costs for a combined total with WLF of \$21,996.29 in litigation costs. Since Class
14 Counsel's costs do not exceed the maximum of \$40,000.00, the remaining \$18,003.71 will
15 revert to the Net Settlement Amount. A true and correct copies of WLF's cost reports in this
16 matter are attached hereto as **Exhibit 1**. All of the costs incurred were reasonable and necessary
17 for the prosecution of this case.

18 22. Class Counsel has negotiated a settlement here that they believe is fair,
19 reasonable, and adequate based on their prior experience litigating these type of cases.

20 23. To date, the LWDA has not responded to or objected to the Settlement in this
21 matter.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct. Executed on November 13, 2025 at Los Angeles, California.

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John G. Yslas

EXHIBIT 1

Wilshire Law Firm, PLC
Client Costs Detailed Report

All Transactions

11/11/25

Accrual Basis

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit Card Charge	02/01/2024	22120602	LevisStores(Romero).W&H	One Legal LLC	22120602-Suppl Decl,CCCS,Summ,Comp-Atty Svc for Court Filing-246890 Brianna Romero, vs Levi Stra...	1,497.05	1,497.05
Credit Card Charge	02/16/2024	22124474	LevisStores(Romero).W&H	One Legal LLC	22124474-Comp,CCCS,Summ-Atty Svc for Court Filing-246890 Brianna Romero vs Levi Strauss & Co., E...	51.48	1,548.53
Credit Card Charge	02/16/2024	22124475	LevisStores(Romero).W&H	One Legal LLC	22124475-Comp,CCCS,Summ-Atty Svc for Court Filing-246890 Brianna Romero vs Levi Strauss & Co., E...	51.48	1,600.01
Credit Card Charge	02/01/2024	22142526	LevisStores(Romero).W&H	One Legal LLC	22142526-Proof PS-Atty Svc for Court Filing-246890 Brianna Romero, vs Levi Strauss & Co., Et Al.	19.71	1,619.72
Credit Card Charge	02/01/2024	22142698	LevisStores(Romero).W&H	One Legal LLC	22142698-Proof PS-Atty Svc for Court Filing-246890 Brianna Romero vs Levi Strauss & Co., Et Al.	19.71	1,639.43
Credit Card Charge	03/22/2024	22515038	LevisStores(Romero).W&H	One Legal LLC	22515038-Notice-Atty Svc for Court Filing-246890 Brianna Romero vs Levi Strauss & Co.	19.71	1,659.14
Credit Card Charge	05/24/2024	22977107	LevisStores(Romero).W&H	One Legal LLC	22977107-Suppl Decl,CCCS,Comp,Summ-Atty Svc for Court Filing-246890 Brianna Romero, On Behalf Of...	467.55	2,126.69
Credit Card Charge	06/05/2024	23054921	LevisStores(Romero).W&H	One Legal LLC	23054921-246890-Atty Svc for Court Filing-Sum & Compl, Declar-LevisStores(Romero).W&H	41.18	2,167.87
Credit Card Charge	06/05/2024	23054922	LevisStores(Romero).W&H	One Legal LLC	23054922-246890-Atty Svc for Court Filing-Sum & Compl, Declar-LevisStores(Romero).W&H	41.18	2,209.05
Credit Card Charge	06/06/2024	23063274	LevisStores(Romero).W&H	One Legal LLC	23063274-246890-Atty Svc for Court Filing-POS-LevisStores(Romero).W&H	19.71	2,228.76
Credit Card Charge	06/06/2024	23065755	LevisStores(Romero).W&H	One Legal LLC	23065755-246890-Atty Svc for Court Filing-POS-LevisStores(Romero).W&H	19.71	2,248.47
Credit Card Charge	06/07/2024	23076097	LevisStores(Romero).W&H	One Legal LLC	23076097-246890-Atty Svc for Court Filing-Ntc of Post Jury Fees-LevisStores(Romero).W&H	183.41	2,431.88
Credit Card Charge	11/14/2024	24132377	LevisStores(Romero).W&H	One Legal LLC	24132377-246890-Atty Svc for Court Filing-Ntc of Related Case-LevisStores(Romero).W&H	21.37	2,453.25
Credit Card Charge	11/20/2024	24132513	LevisStores(Romero).W&H	One Legal LLC	24132513-246890-Atty Svc for Court Filing-Ntc of Related Case-LevisStores(Romero).W&H	24.47	2,477.72
Credit Card Charge	11/15/2024	24135082	LevisStores(Romero).W&H	One Legal LLC	24135082-246890-Atty Svc for Court Filing-Notice-LevisStores(Romero).W&H	24.47	2,502.19
Credit Card Charge	12/05/2024	24253688	LevisStores(Romero).W&H	One Legal LLC	24253688-246890-Atty Svc for Court Filing-CMS-LevisStores(Romero).W&H	24.47	2,526.66
Credit Card Charge	01/09/2025	24475886	LevisStores(Romero).W&H	One Legal LLC	24475886-246890-Atty Svc for Court Filing-Notice-LevisStores(Romero).W&H	26.54	2,553.20
Credit Card Charge	01/23/2025	24558071	LevisStores(Romero).W&H	One Legal LLC	24558071-246890-Atty Svc for Court Filing-Stip & Ord-LevisStores(Romero).W&H	45.12	2,598.32
Credit Card Charge	01/23/2025	24559527	LevisStores(Romero).W&H	One Legal LLC	24559527-246890-Atty Svc for Court Filing-CMS-LevisStores(Romero).W&H	30.67	2,628.99
Credit Card Charge	02/24/2025	24782972	LevisStores(Romero).W&H	One Legal LLC	24782972-246890-Atty Svc for Court Filing-Amended Comp-LevisStores(Romero).W&H	17.50	2,646.49
Credit Card Charge	02/25/2025	24785243	LevisStores(Romero).W&H	One Legal LLC	24785243-246890-Atty Svc for Court Filing-Notice-LevisStores(Romero).W&H	23.44	2,669.93
Credit Card Charge	03/27/2025	25018774	LevisStores(Romero).W&H	One Legal LLC	25018774-246890-Atty Svc for Court Filing-Stip & Ord,POS-LevisStores(Romero).W&H	45.12	2,715.05
Total 501500 · Court Filing Fees						2,715.05	2,715.05
502500 · Legal Expenses							
Credit Card Charge	01/31/2024		LevisStores(Romero).W&H	Department of Industrial Relations	ORD-000268882 (246890) LevisStores(Romero).W&H	75.00	75.00
Bill	08/02/2024	338583	LevisStores(Romero).W&H	Case Anywhere, LLC	338583-LevisStores(Romero).W&H-System Access Fee-05/24/24 to 07/31/24	110.25	185.25
Bill	11/05/2024	350168	LevisStores(Romero).W&H	Case Anywhere, LLC	350168 LevisStores(Romero).W&H System Access Fee 8/1/24 - 10/31/24	147.00	332.25
Bill	02/04/2025	362388	LevisStores(Romero).W&H	Case Anywhere, LLC	362388 LevisStores(Romero).W&H System Access Fee & Document Service Fee 11/1/24 - 1/31/25	159.00	491.25
Bill	04/01/2025	374866	LevisStores(Romero).W&H	Case Anywhere, LLC	374866 LevisStores(Romero).W&H System Access Fee & Document Service Fee 2/1/25 - 2/28/25	67.00	558.25
Bill	04/04/2025	388074	LevisStores(Romero).W&H	Case Anywhere, LLC	388074 LevisStores(Romero).W&H System Access Fee & Document Service Fee 3/1/25 - 3/31/25	109.00	667.25
Bill	06/01/2025	400025	LevisStores(Romero).W&H	Case Anywhere, LLC	400025 LevisStores(Romero).W&H System Access Fee & Document Service Fee 4/1/25 - 4/30/25	55.00	722.25
Bill	06/02/2025	412094	LevisStores(Romero).W&H	Case Anywhere, LLC	412094 LevisStores(Romero).W&H System Access Fee & Document Service Fee 5/1/25 - 5/31/25	49.00	771.25
Bill	06/10/2024	850271793	LevisStores(Romero).W&H	Thomson Reuters-West Publishing Corp	Legal Research-LevisStores(Romero).W&H	11.96	783.21
Bill	11/05/2024	851007765	LevisStores(Romero).W&H	Thomson Reuters-West Publishing Corp	Legal Research-LevisStores(Romero).W&H	215.36	998.57
Bill	11/05/2024	851007765	LevisStores(Romero).W&H	Thomson Reuters-West Publishing Corp	Legal Research-LevisStores(Romero).W&H	956.64	1,955.21
Total 502500 · Legal Expenses						1,955.21	1,955.21
502700 · Mediation Fees							
Deposit	11/18/2024	26697	LevisStores(Romero).W&H	Judicate West	246890 LevisStores(Romero).W&H-refund check from Judicate West	-2,400.00	-2,400.00
Bill	06/07/2024	632818	LevisStores(Romero).W&H	Judicate West	632818-LevisStores(Romero).W&H-50% Mediation Fee sked 10/21/24	6,375.00	3,975.00
Total 502700 · Mediation Fees						3,975.00	3,975.00
Total 500000 · COS						21,145.26	21,145.26
TOTAL						21,145.26	21,145.26

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

11/11/25

Accrual Basis

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit Card Charge	01/14/2025	24497067	LevisOnlyStores(Magney).W&H	One Legal LLC	24497067-258645-Atty Svc for Court Filing-CCCS,Sum,Comp-LevisOnlyStores(Magney).W&H	471.59	471.59
Credit Card Charge	01/16/2025	24516067	LevisOnlyStores(Magney).W&H	One Legal LLC	24516067-258645-Atty Svc for Court Filing-Dismissal-LevisOnlyStores(Magney).W&H	21.42	493.01
Credit Card Charge	02/28/2025	24814172	LevisOnlyStores(Magney).W&H	One Legal LLC	24814172-258645-Atty Svc for Court Filing-SCR-LevisOnlyStores(Magney).W&H	17.50	510.51
Credit Card Charge	02/28/2025	24821818	LevisOnlyStores(Magney).W&H	One Legal LLC	24821818-258645-Atty Svc for Court Filing-SCR-LevisOnlyStores(Magney).W&H	17.50	528.01
Credit Card Charge	06/17/2025	25621278	LevisOnlyStores(Magney).W&H	One Legal LLC	25621278-258645-Atty Svc for Court Filing-Ntc of Continuance-LevisOnlyStores(Magney).W&H	21.42	549.43
Total 501500 · Court Filing Fees						549.43	549.43
502500 · Legal Expenses							
Credit Card Charge	11/12/2024		LevisOnlyStores(Magney).W&H	Department of Industrial Relations	RM ORD-000308949 (258645) LevisOnlyStores(Magney).W&H	75.00	75.00
Total 502500 · Legal Expenses						75.00	75.00
503300 · Professional Fees							
Bill	10/24/2024	13174	LevisOnlyStores(Magney).W&H	Berger Consulting Group, LLC	13174-LevisOnlyStores(Magney).W&H-14.20 hours of work - split 60/40 w/ D. Law	3,834.00	3,834.00
Total 503300 · Professional Fees						3,834.00	3,834.00
Total 500000 · COS						4,458.43	4,458.43
TOTAL						4,458.43	4,458.43

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

11/11/25

Accrual Basis

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit Card Charge	03/05/2025	24825499	LevisOnlyStores(Romero).PA...	One Legal LLC	24825499-262052-Atty Svc for Court Filing-SCR-LevisOnlyStores(Romero).PAGA	17.50	17.50
Credit Card Charge	03/24/2025	24986062	LevisOnlyStores(Romero).PA...	One Legal LLC	24986062-262052-Atty Svc for Court Filing-Declar.Order-LevisOnlyStores(Romero).PAGA	86.42	103.92
Credit Card Charge	04/15/2025	25151793	LevisOnlyStores(Romero).PA...	One Legal LLC	25151793-262052-Atty Svc for Court Filing-Notice-LevisOnlyStores(Romero).PAGA	23.44	127.36
Total 501500 · Court Filing Fees						127.36	127.36
Total 500000 · COS							127.36
TOTAL						127.36	127.36



WILSHIRE
LAW FIRM

Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	7/25/2025	CC073125TA-3242	One Legal LLC	Levi's Only Stores, Inc. (Magney) - Wage & Hour (Class Action)	25923089-258645-Atty Svc for Court Filing-CMS-Thora Magney	\$22.46
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	8/11/2025	CC083125TA-1239	One Legal LLC	Levi's Only Stores, Inc. (Magney) - Wage & Hour (Class Action)	26029625-258645-Atty Svc for Court Filing-Req for Dismissal-Thora Magney	\$87.76
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	8/19/2025	CC083125TA-1802	One Legal LLC	Levi's Only Stores, Inc. (Magney) - Wage & Hour (Class Action)	25923381-258645-Atty Svc for Court Filing-Dismissal to Entire Action-Thora Magney	\$43.11
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	9/30/2025	CC093025TA-2798	One Legal LLC	Levi's Only Stores, Inc. (Magney) - Wage & Hour (Class Action)	26409821-258645-Atty Svc for Court Filing-Notice-Thora Magney	\$22.46
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	10/20/2025	CC103125TA-2043	One Legal LLC	Levi's Only Stores, Inc. (Magney) - Wage & Hour (Class Action)	26393740-258645-Atty Svc for Court Filing-CMS-Thora Magney	\$23.49
Total							\$199.28



WILSHIRE
LAW FIRM

Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	7/25/2025	CC073125TA-3223	One Legal LLC	Levi's Only Stores, Inc. (Romero) - Wage & Hour (Class Action)	25915813-246890-Atty Svc for Court Filing-Change of Address-Brianna Celeste Romero	\$23.44
502500 Cost of Sale : Legal Expenses	Bill	7/1/2025	424460	Case Anywhere LLC	Levi's Only Stores, Inc. (Romero) - Wage & Hour (Class Action)	424460-Levi's Only Stores (Romero)-System Access Fee & Document Service Fee 06.2025	\$49.00
502500 Cost of Sale : Legal Expenses	Bill	8/4/2025	437019	Case Anywhere LLC	Levi's Only Stores, Inc. (Romero) - Wage & Hour (Class Action)	437019-Brianna Celeste Romero-System Access Fee / Document Service Fee : 07/01/25 to 07/31/25	\$55.00
502500 Cost of Sale : Legal Expenses	Bill	9/2/2025	449581	Case Anywhere LLC	Levi's Only Stores, Inc. (Romero) - Wage & Hour (Class Action)	449581-Levi's Only Stores, Inc. (Romero)-System Access Fee 8/1/25 - 8/31/25	\$49.00
502500 Cost of Sale : Legal Expenses	Bill	10/1/2025	462333	Case Anywhere LLC	Levi's Only Stores, Inc. (Romero) - Wage & Hour (Class Action)	462333-Levi's Only Stores, Inc. (Romero)-System Access Fee 9/1/25 - 9/30/25	\$49.00
502500 Cost of Sale : Legal Expenses	Bill	11/3/2025	475286	Case Anywhere LLC	Levi's Only Stores, Inc. (Romero) - Wage & Hour (Class Action)	475286-Brianna Celeste Romero-Billing Period: 10/01/25-10/31/25-246890	\$49.00
Total							\$274.44

Expenses Subtotals - Filtered Exp. Type

As of 2025-11-11 17:10:54 Pacific Standard Time/PST • Generated by Louis Montgomery

Filtered By
Show: All matters
Matter: ID equals a0LPc00000HQCGm
Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑	Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Thora Magney - Wage & Hour: //	E108 — Postage	11/8/2024	E 3237876			\$8.16			\$8.16
		11/8/2024	E 3237879			\$8.16			\$8.16
	Subtotal	Sum				\$16.32	\$0.00	\$0.00	\$16.32
		Count	2						
Subtotal		Sum				\$16.32	\$0.00	\$0.00	\$16.32
		Count	2						
Total		Sum				\$16.32	\$0.00	\$0.00	\$16.32
		Count	2						

Expenses Subtotals - Filtered Exp. Type

As of 2025-11-11 17:20:49 Pacific Standard Time/PST • Generated by Louis Montgomery

Filtered By
Show: All matters
Matter: ID equals a0LpC000000X7vZ
Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑	Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Brianna Celeste Romero - Wage & Hour: //	DTF	10/1/2024	E-3240455		Docusign envelope	\$1.89			\$1.89
	Subtotal	Sum				\$1.89	\$0.00	\$0.00	\$1.89
		Count	1						
	E108 — Postage	1/30/2024	E-3176742			\$7.84			\$7.84
		1/30/2024	E-3176737			\$7.84			\$7.84
		10/24/2023	E-3153616			\$7.18			\$7.18
		10/24/2023	E-3153615			\$7.18			\$7.18
		10/24/2023	E-3153614			\$7.18			\$7.18
	Subtotal	Sum				\$37.22	\$0.00	\$0.00	\$37.22
		Count	5						
Subtotal		Sum				\$39.11	\$0.00	\$0.00	\$39.11
		Count	6						
Total		Sum				\$39.11	\$0.00	\$0.00	\$39.11
		Count	6						

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Attorneys for Plaintiff Thora Magney

[Additional Counsel on following page]

**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

*Assigned for all purposes to:
 Hon. Timothy Patrick Dillon
 Dept. 15*

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

FINAL APPROVAL HEARING

Date: December 9, 2025
 Time: 9:00 a.m.
 Dept: 15

D.LAW, INC.

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Attorneys for Plaintiff Esha Hickson

I, Thora Magney, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. I submit this declaration in support of my Motion for Final Approval of Class Action and PAGA Settlement.

Risks, Both Financial and Otherwise, Faced in Bringing the Suit

2. When I decided to become involved in this lawsuit as a class representative on behalf of other employees of Levi Strauss & Co., Levi's Only Stores, Inc., or I Am Beyond, LLC (collectively, "Defendants") and as a private attorney general for the State of California, I understood that I was not only seeking unpaid wages and penalties on behalf of myself, but also for other employees who worked for Defendants, and that by doing so, I would be delaying more immediate recovery available to me through the Labor Commissioner's office.

3. I was also made aware that being a class representative and private attorney general in an action filed on behalf of others would subject me to a stigma that is sometimes associated with those who bring these kinds of lawsuits. I was aware that, as a class representative and private attorney general, I might be responsible for some or all of Defendants' legal costs if the case was not successfully concluded. Even with knowledge of these risks, I was willing to go forward and to act on behalf of the other employees and the State of California, but I was nervous about losing and having a judgment filed against me for costs or losing job opportunities in the future.

4. I understood that there were risks involved in class and representative action lawsuits. I understood that the lawsuit could continue for several years and require my services and attention throughout the entire length of the lawsuit. I learned that even if we won at trial, the case could be further delayed by appeals.

Notoriety and Personal Difficulties Encountered

5. As the named plaintiff, I am the face of the litigation. Additionally, the class notice that was mailed in this case was sent to 3,763 current and former employees of Defendants. The notice informed all of these employees that I filed a class and representative action against Defendants. Exposing myself to this kind of publicity creates a risk for my future career prospects, since current and former employees of Defendants may move to different companies within the

1 industry or may know people at other companies within the industry who may not want to hire
2 someone who sued her employer.

3 **Amount of Time and Effort Spent and Duration of the Litigation**

4 6. I have spent a substantial amount of time and effort on this litigation. My work on
5 this case has included, among other things, searching for my payroll records, reviewing discovery
6 information and data (if necessary), assisting my attorneys prepare for mediation by discussing my
7 claims and experience, being on-call for my attorneys on the date of mediation in case questions or
8 concerns arose during mediation, and participating in settlement discussions. After mediation, I
9 remained actively involved by reviewing the settlement papers and regularly contacted my counsel
10 for updates. I also assisted my attorneys by providing a declaration for preliminary approval. I
11 estimate that since I retained my counsel in October 2024, I have spent approximately 30 hours on
12 the activities described above. I anticipate I will spend an additional 1-2 hours after the Final
13 Approval wrapping up this Action.

14 **Personal Benefit Received as a Result of the Litigation**

15 7. Absent the requested service payment, the personal benefit I will receive is the same
16 as all other employees. But unlike the other employees, I have signed a general release for Defendant.
17 The other employees are only releasing the wage and hour claims asserted in the lawsuit.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct. Executed on 11/13/2025, at Mill Valley, California.

20 DocuSigned by:
21 *Thora Magney*
22 8FC0BF4C5CE0477...
23 THORA MAGNEY
24
25
26
27
28