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

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

16 *Plaintiff,*

17 v.

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

20 *Defendants.*

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

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

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

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

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Attorneys for Plaintiff ESHA HICKSON

1 **[PROPOSED] ORDER**

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

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
10 terms set forth in the Settlement Agreement between Plaintiffs and Defendants Levi Strauss &
11 Co., Levi's Only Stores, Inc., and I Am Beyond, LLC ("Defendants"), attached to the
12 Declaration of John G. Yslas in Support of Plaintiffs' Motion for Preliminary Approval of Class
13 Action Settlement as **Exhibit 1**.

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

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

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

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

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

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

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

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

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

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

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

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

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

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14. The Court orders the following implementation schedule:

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

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

IT IS SO ORDERED.

DATE:

Hon. Kenneth R. Freeman
Los Angeles County Superior Court