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

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

16 *Plaintiffs,*

17 v.

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

21 *Defendants.*

Case No.: 24STCV02320

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

**[PROPOSED] JUDGMENT AND ORDER
GRANTING 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

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1 This matter came on for hearing on December 9, 2025 at 9:00 a.m., in Department 15 of
2 the above-referenced Court on the Motion for Final Approval of Class Action and PAGA
3 Settlement pursuant to California Rules of Court, Rule 3.769. On June 20, 2025, this Court
4 issued an Amended Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action
5 and PAGA Settlement. Plaintiffs Thora Magney and Esha Lakita Hickson (“Plaintiffs”) now
6 seeks an order granting final approval of the Class and Representative Action Settlement
7 Agreement (“Settlement”), a copy of which is attached to the Supplemental Declaration of
8 Antonia McKee in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and
9 PAGA Settlement as **Exhibit 1**.

10 Having received and considered the Settlement, the supporting papers filed by the
11 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
12 of Class Action and PAGA Settlement granted on June 20, 2025, and the instant Motion for
13 Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the
14 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

15 1. Pursuant to the Amended Order Granting Plaintiffs’ Motion for Preliminary Approval
16 of Class Action and PAGA Settlement, the amended Class Notice was sent to each Class Member
17 by First Class mail. These papers informed Class Members of the terms of the Settlement, their
18 right to receive an Individual Settlement Payment, and their right to: (a) comment on or object to
19 the Settlement; (b) request exclusion from the Settlement and pursue their own remedies; (c)
20 dispute the calculation of their Individual Settlement Payment; and (d) appear at the final approval
21 hearing. No Class Member has objected to the proposed Settlement, and one (1) Class Member has
22 requested exclusion.

23 2. The Court finds and determines that this notice procedure afforded adequate protections
24 to Class Members and provides the basis for the Court to make an informed decision regarding
25 approval of the Settlement based on the responses of the Class. The Court finds and determines
26 that the notice provided in this case was the best notice practicable, which satisfied the
27 requirements of law and due process.

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1 3. With respect to the Class and for purposes of approving this Settlement only, this Court
2 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
3 joinder of all members is impracticable; (b) there are questions of law or fact common the class
4 and a well-defined community of interest among members of the Class with respect to the subject
5 matter of the action; (c) the claims of Class Representatives Thora Magney and Esha Lakita
6 Hickson are typical of the claims of the Class Members; (d) the Class Representatives have fairly
7 and adequately protected the interests of the Class; (e) a class action is superior to other available
8 methods for an efficient adjudication of this controversy; and (f) counsel of record for the Class
9 Representatives are qualified to serve as Class Counsel.

10 4. The Court has certified a Class for settlement purposes only, defined as all non-exempt,
11 hourly individuals who worked for Levi Strauss & Co., Levi's Only Stores, Inc., or I Am Beyond,
12 LLC in California between the Class Period (from January 30, 2020 through December 31, 2024).
13 The Court deems this definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

14 5. The Court hereby confirms John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, Lisa B.
15 Iturriaga, and Andrew Sandoval of Wilshire Law Firm, PLC and Emil Davtyan, David Yeremian,
16 Roman Shkodnik, Enoch J. Kim, Amanda Fazio, and Antonia McKee of D. Law, Inc. as Class
17 Counsel.

18 6. The Court hereby confirms Plaintiffs as the Class Representatives.

19 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
20 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
21 found that the Settlement was reached as a result of informed and non-collusive arm's length
22 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
23 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
24 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
25 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
26 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
27 the Settlement and recognizes the significant value accorded to the Class.

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1 8. The Court hereby approves that Defendants Levi Strauss & Co., Levi's Only Stores,
2 Inc., and I Am Beyond, LLC (collectively, "Defendants") shall pay a total of \$3,095,000.00 to
3 resolve this litigation.

4 9. The Court finds and determines that the Individual Settlement Payments to be paid
5 to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
6 hereby gives final approval to and orders the payment of those amounts to be made to the
7 Settlement Class Members in accordance with the Settlement.

8 10. From the Settlement Amount, the Court finds and determines that payment of
9 \$160,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
10 Workforce Development Agency will receive 75% (\$120,000.00), and the remaining 25%
11 (\$40,000.00) will be distributed to PAGA Members (defined as all non-exempt, hourly individuals
12 who worked for Levi Strauss & Co., Levi's Only Stores, Inc., or I Am Beyond, LLC in California
13 during the PAGA Period (January 30, 2023 through December 31, 2024). The Court hereby grants
14 final approval to and orders the payment of the amount in accordance with the Settlement.

15 11. From the Settlement Amount, the Court finds and determines the Class
16 Representatives Service Payments of \$10,000.00 to each named Plaintiff (\$20,000.00 in total) is
17 fair and reasonable. The Court hereby grants final approval to and orders the payment of that
18 amount to be paid to the named Plaintiffs for their service as class representatives and for their
19 agreement to release claims.

20 12. From the Settlement Amount, the Court finds and determines that the fees and expenses
21 in administering the Settlement incurred by Phoenix Class Action Administration Solution
22 "Phoenix") in the amount of \$25,000.00 are fair and reasonable. The Court hereby grants final
23 approval to and orders the payment of that amount in accordance with the Settlement.

24 13. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
25 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
26 of \$1,083,250.00 and litigation costs in the amount of \$21,996.29. The Court hereby grants final
27 approval to and orders the payment of those amounts in accordance with the Settlement.

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1 14. Without affecting the finality of this Order or the entry of judgment in any way, this
2 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
3 administration, effectuation and enforcement of this order and the Settlement.

4 15. Defendants Levi Strauss & Co., Levi's Only Stores, Inc., and I Am Beyond, LLC
5 (collectively, "Defendants") shall not have any further liability for costs, expenses, interest,
6 attorneys' fees, or for any other charge, expense, or liability, except as provided for by the
7 Settlement.

8 16. Neither the making of this Settlement nor the entry into the Settlement constitutes an
9 admission by Defendants, nor is this order a finding of the validity of any claims in this case or of
10 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
11 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
12 to carry out the terms of the Settlement be construed as an admission or concession by or against
13 Defendants.

14 17. Upon completion of administration of the Settlement, the Settlement Administrator will
15 provide written certification of such completion to the Court, which shall be filed with the Court
16 seven days before the non-appearance compliance hearing set for **December 9, 2026 at 9:00 a.m.**

17 18. The Court hereby enters final judgment in accordance with the terms of the Settlement,
18 the Amended Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and
19 PAGA Settlement, and this Order.

20 19. The Parties will bear their own costs and attorneys' fees except as otherwise provided
21 by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

Honorable Timothy Patrick Dillon
Judge of the Superior Court