

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

SUMMONS

Today, _____ two thousand twenty-six,

I,

AT THE REQUEST OF:

1. The **Clean Clothes Campaign Foundation**, a foundation with its registered office in Amsterdam and its place of business at De Wittenstraat 25, 1052AK Amsterdam;
2. **Plaintiff 2**;
3. **Plaintiff 3**;
4. **Plaintiff 4**; and
5. **Plaintiff 5**.

in this matter electing domicile at (1021 JT) Amsterdam, Hamerstraat 19-1, at the offices of De Roos Coöperatief U.A., from which office Mr. O.J.W. Schotel, Mr. L. van Gijn, and Mr. L. van der Linde are handling this case substantively as attorneys and are so designated,

Plaintiff 1 is hereinafter referred to as **CCC**; Plaintiffs 2 through 5 are hereinafter collectively referred to as the **Individual Consumers**; and CCC and the Individual Consumers are collectively referred to as the **Plaintiffs**,

DEFENDANT:

1. the private limited liability company **Levi Strauss Nederland B.V.**, with its registered office in Amsterdam and its place of business at De Ruyterkade 146 (1011 AC) in Amsterdam, serving my writ and a copy thereof at that address, and leaving it with:

Mr./Ms.: _____ present and employed there;

the aforementioned address in a sealed envelope bearing the information required by law, because I found no one there to whom a valid copy could be left,

2. **Levi Strauss & Co Europe BV**, with its registered office in Belgium at Diegem, 19 Leonardo da Vincilaan (1831), where I served my writ at that address and left a copy thereof with:

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

with no known place of residence or actual place of abode in the Netherlands.

To that end, pursuant to Article 56(2) of the Code of Civil Procedure and in my capacity as the transmitting agency as referred to in Council Regulation (EU) No. 2020/1874 of the European Union of November 25, 2020 (EU Service Regulation), sent two copies of this summons and of the documents listed below:

SENT TO THE FOLLOWING RECEIVING AUTHORITY

Dikaioma BV
Groenbek 18
8790 Waregem
Belgium

This transmission took place today via email, as there is currently no operational, secure, and reliable decentralized IT system for the exchange of documents as referred to in Article 5(1) of Regulation (EU) 2020/1784 of the European Parliament and of the Council of November 25, 2020, and is accompanied by the following documents:

- the application form referred to in Regulation (EU) No. 2020/1784 of the Council of the European Union of November 25, 2020, completed in the Dutch language.

I have requested the receiving authority to serve this summons, accompanied by a translation into the Dutch language, on Levi Strauss & Co Europe B.V. in the manner described in section 5 of the aforementioned form "Application for Service or Notification of Documents," namely service in accordance with the law of the requested state (5.1 of the form).

FURTHERMORE, FOR THE PURPOSE OF SERVICE/NOTIFICATION TO LEVI STRAUSS & CO EUROPE B.V., ABOVE-MENTIONED,

a copy of this summons without translation by me, in accordance with Article 56(3) of the Code of Civil Procedure and Article 18 of the aforementioned EU Service Regulation, is sent today via UPS courier to the address of Levi Strauss & Co Europe B.V., as mentioned above. The document sent is accompanied by Form L, as referred to in Article 12(2) and (3) of the EU Service Regulation, included in Annex I of the EU Service Regulation.

Levi Strauss & Co Europe B.V. may refuse this document if it is not drafted in or accompanied by a translation into one of the following languages:

- A language that Levi Strauss & Co Europe B.V. understands, or
- the official language of the Member State addressed or, if there are several official languages in the Member State addressed, the official language or one of the official languages of the place where service is to be effected.

If Levi Strauss & Co Europe B.V. refuses this document on the grounds of the language, it may do so by sending the following to my office within two weeks of today:

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

- the aforementioned Form L. This form also describes this right to refuse on the grounds of the language of the document; or
- a self-drafted statement that the documents are refused on the grounds of the language in which they are written.

Defendant 1 is hereinafter referred to as **Levi Strauss Netherlands**; Defendant 2 is hereinafter referred to as **Levi Strauss Belgium**; Defendants 1 and 2 are hereinafter jointly referred to as “Defendants” or “**Levi Strauss.**”

TO APPEAR:

Wednesday, June 3, 2026, at 10:00 a.m., not in person but represented by an attorney, to appear at the hearing of the Amsterdam District Court in one of the courtrooms of the courthouse at Parnassusweg 280 in Amsterdam,

WITH THE NOTICE THAT:

1. if a defendant fails to retain counsel or fails to pay the court fees referred to below in a timely manner, and the prescribed deadlines and formalities have been observed, the judge will enter a default judgment against that defendant and grant the claim described below, unless it appears to him to be unlawful or unfounded;
2. if at least one of the defendants appears in court and has paid the court filing fee on time, a single judgment will be rendered between the parties, which will be considered a judgment rendered after a full hearing;
3. if any of the defendants appear in the proceedings, a court filing fee will be levied, payable within four weeks from the date of appearance;
4. the amount of the court fees is set forth in the most recent appendix to the Civil Court Fees Act, which can be found, among other places, on the websites , <https://www.kbvg.nl/griffierechtentabel>, and ;
5. from a person who is indigent, a court fee for indigent persons established by or pursuant to law shall be levied, provided that at the time the court fee is levied, he has submitted:
 - a copy of the decision to grant legal aid, as referred to in Article 29 of the Legal Aid Act, or, if this is not possible due to circumstances that cannot reasonably be attributed to him, a copy of the application, as referred to in Article 24, paragraph 2, of the Legal Aid Act, or
 - a statement from the board of the Legal Aid Board, as referred to in Article 7, paragraph 3, subparagraph e, of the Legal Aid Act, from which it appears that his income does not exceed the income levels specified in the order in council pursuant to Article 35, paragraph 2, of that Act.
6. that, pursuant to Article 15 of the Civil Court Fees Act, only a single joint court fee shall be levied on defendants who appear before the same attorney and file identical pleadings or present identical defenses;
7. Pursuant to Article 1018c(2) of the Code of Civil Procedure, Plaintiff No. 1 is required, on pain of inadmissibility , is required to file the writ of summons with the court registry

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

within two days of the date of service, while simultaneously registering the summons in the central register for class actions as referred to in Article 3:305a, paragraph 7, of the Civil Code;

8. The entry shall be accompanied by an extract from the summons stating that this entry has the effect that—unless the court immediately declares the plaintiff's claim inadmissible—the court shall stay the proceedings until a period of three months following the entry in the central register has elapsed;
9. the plaintiff and the defendant are obligated to present the facts relevant to the court's decision fully and truthfully;
10. after the expiration of this period, the hearing of the case shall continue in its current state, unless this period has been extended pursuant to Article 1018d, paragraph 2, of the Code of Civil Procedure or another class action has been filed regarding the same event
11. that the hearing date referred to in Article 128, paragraph 2, of the Code of Civil Procedure for the court to issue its judgment on the statement of defense shall be set within six weeks after the expiration of the period referred to in Article 1018c, paragraph 3, of the Code of Civil Procedure; and
12. the court must regard the facts or rights asserted by a party and not contested, or not sufficiently contested, by the opposing party as established, subject to its authority to require evidence, insofar as acceptance of the assertions would lead to a legal consequence not subject to the parties' free determination.

WHEREAS:

To present our claim and conclude as follows:

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

1. THE ESSENCE AND IMPORTANCE OF THIS CASE

“We’ve always stood up for what’s right”.

“(…) committed to the highest level of responsible business practices (…)”.

“(…) our initiative for the well-being of employees goes beyond protecting workers’ rights in the workplace (…)”.

1. These are three examples from the many statements Levi Strauss has used for years to address the public in the Netherlands (and elsewhere in the European Union). Levi Strauss has used these (Current) Statements¹ to address Dutch consumers, among others, for years, at least from 2020 through mid-March 2026. Levi’s has used these (Current) Statements not only on its websites for years, but also in its stores and on the *labels* of its products.
2. With these firm (Current) Statements, which are partly formulated in absolute terms, Levi Strauss has presented itself as a pioneer in the field of human and labor rights throughout its entire global supply chain. Through these and other (Current) Statements, Levi Strauss actively cultivated the image of a brand that places a high priority on ethics and social responsibility worldwide.
3. However, Levi Strauss’s (Current) Statements do not align with its practices.
4. Serious abuses have occurred in Levi Strauss’s supply chain. For this proceeding, the Plaintiffs focus on the abuses at a production site of a Turkish direct supplier to Levi Strauss. In particular, this involves serious violations of the freedom of association, which is also protected as a fundamental right in Turkey under Article 11 of the European Convention on Human Rights² and ILO Convention 87³, through mass layoffs without (adequate) financial compensation. Levi Strauss has acknowledged these abuses in writing and classified them as a “zero-tolerance violation” of its publicly available Supplier Code of Conduct. Levi Strauss therefore committed to terminating its partnership with the Turkish supplier if the situation did not improve.
5. However, it subsequently reneged on this commitment. The situation in Turkey is far from resolved. Former employees are still awaiting financial compensation, and freedom of association remains severely restricted. Nevertheless, Levi Strauss has continued its partnership with the supplier in question without taking—or having taken—the necessary remedial measures. Levi Strauss is thus not acting in line with the (I)CSR⁴ policy it claims to follow and its (current) statements on the matter.
6. Levi Strauss has thus created a false impression of its (I)CSR policy and respect for workers’ rights in its supply chain. With its misleading ethical claims, Levi Strauss is engaging in *social washing*. As a result, Levi Strauss has misled Dutch consumers, whose interests CCC aims to protect.
7. Although the focus is on the situation in Turkey, there are other examples where Levi Strauss fails to live up to its promises.
8. On or around March 13, 2026, Levi Strauss—in response to the demand letter sent on behalf of CCC—removed a large number of the Statements from its Dutch and global websites. These Statements were reportedly “outdated.” The Plaintiffs fail to understand how a CSR policy that

¹ As defined below as the (Current) Statements

² Convention for the Protection of Human Rights and Fundamental Freedoms (1950), *Trb.* 1951, 154.

³ Convention concerning Freedom of Association and Protection of the Right to Organize, San Francisco (1948), Convention No. 87 of the International Labor Organization, *Trb.* 1962, 46.

⁴ (International) Corporate Social Responsibility.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

has been promoted for years across various communication channels to consumers could suddenly be “outdated.” It also raises the question of when exactly that became the case. However, none of this changes the fact that Dutch consumers were misled in the years prior. Although the Current Statements have been toned down, they are still not in line with reality and therefore remain misleading to Dutch consumers.

9. The social significance of this proceeding is considerable. It has been known for years that, particularly in the apparel industry, serious abuses occur in the global supply chains of fashion brands, such as Levi Strauss. One of the keys to combating these abuses is to provide consumers with honest and complete information about how their clothing is produced. Only in this way can consumers make informed choices when purchasing clothing and thus support brands that do the right thing. However, it has also been known for years that major fashion brands use ethical claims in their marketing and other communications that do not correspond with reality. This is not in line with Levi Strauss’s legal obligations toward Dutch consumers. Under the Unfair Commercial Practices Act (Art. 6:193a et seq. DCC; the **OHP Act**) and the Unfair Commercial Practices Directive (**UCP Directive**), consumers are also entitled to non-misleading information from traders such as Levi Strauss, so that they can make well-informed economic decisions. Providing transparent information to consumers, in turn, has a positive effect on working conditions in producing countries. This is partly because the required transparency in the production chain toward consumers incentivizes fashion brands to improve working conditions in the chain (or have them improved). Furthermore, it ensures a *level playing field* among fashion brands. For decades, CCC has been committed to providing accurate, honest, and complete information to consumers in the Netherlands. This task remains unfulfilled.
10. What Levi Strauss is accused of goes to the heart of providing fair and transparent information to consumers. With its vague and absolute (Current) Statements regarding its commitment to all workers in its production chain, the company has created an image as a leader in the field of CSR. Consumers are drawn to this—as it now turns out, unjustifiably.
11. These proceedings aim to rectify the (Current) Statements. The proceedings consist of two parts.
12. First, it involves a public interest action pursuant to Article 3:305a of the Dutch Civil Code (**DCC**), with CCC acting as plaintiff. The Individual Consumers support these claims as co-plaintiffs. They seek, among other things, declaratory judgments that the (Current) Statements constitute unfair commercial practices within the meaning of the Unfair Commercial Practices Act and that Levi Strauss acted unlawfully toward Dutch consumers who purchased Levi Strauss products during the period from January 1, 2020, through March 13, 2026. They are also seeking an injunction against Levi Strauss prohibiting it from making such misleading (Current) Statements in the future, unless it can substantiate them convincingly. The Plaintiffs are also seeking an appropriate rectification. See Chapter 6 for further details.
13. Second, the claims concern the Individual Consumers. They primarily seek compensation in kind, which, in short, consists of Levi Strauss acting toward the affected Turkish workers in the manner it promised to the market, and (ii) alternatively, the annulment of the sales agreements and the fulfillment of the resulting obligations arising from unjust enrichment. See Chapter 7 for further details.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

2. PARTIES

2.1 Plaintiffs

14. CCC is a Dutch civil society organization that has been working for social justice and the promotion of fair, transparent supply chains worldwide since 1991.⁵ CCC focuses specifically on the apparel industry and advocates for better working conditions and trade union rights for workers, particularly in manufacturing countries such as Turkey. In doing so, it also focuses on informing consumers and improving corporate transparency regarding their supply chains. To this end, it takes action in various ways.
15. Plaintiffs 2 through 5 are Dutch natural persons who, in their capacity as consumers, purchased clothing from Levi Strauss in 2024 and 2025. That is the period during which Levi Strauss made the misleading (Current) Statements that are central to this case.

2.2 Defendants

16. Levi Strauss is a publicly traded clothing company originally from the United States. Levi Strauss offers and sells the following brands: Levi's, Dockers, Beyond Yoga, and Signature by Levi Strauss & Co. Levi Strauss's products are marketed and sold worldwide.
17. Levi Strauss operates through a complex multinational structure, with 68 subsidiaries worldwide.
18. Levi Strauss Belgium serves the European market. Levi Strauss Netherlands serves the Dutch market.
19. Levi Strauss Belgium is the European headquarters of Levi Strauss.

3. APPLICABILITY OF CCC

3.1 Introduction

20. CCC is a non-profit organization that, since its founding in 1991, has been dedicated to its social mission: exposing abuses in the apparel industry and, in that context, ensuring that (Dutch) consumers receive accurate and comprehensive information. CCC bridges the gap between producing countries and consuming countries. It believes that if consumers in consuming countries have accurate and complete information about a garment, they can make ethical choices regarding their economic behavior. Such responsible purchasing behavior has a positive impact on the workers involved in the production chain. The role of clothing brands, such as Levi Strauss, is obviously crucial in this regard. It is these types of market players who are primarily responsible for disseminating accurate information about the products they sell. CCC has been holding clothing brands accountable for this for 35 years.
21. Article 3:305a DCC stipulates that a foundation, such as CCC, may bring a class action if it meets the requirements set forth therein. This is the case, as demonstrated in Chapter 3. CCC's claims are therefore admissible.
22. The following also demonstrates that the requirements set forth in Article 1018c of the Code of Civil Procedure have been met.

⁵ CCC was established as a foundation in 1991; CCC has been active as a social movement since 1989.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

3.2 CCC represents similar interests

23. In determining whether similar interests exist, it is of decisive importance whether the consolidation of individual claims promotes the efficient and effective legal protection of those involved.⁶ It is irrelevant that differences may exist between the interests of individual victims.⁷ Nor is it required that everyone attach equal value to the interests being defended.⁸
24. Collective actions can be divided into class actions and public interest actions. In class actions, there are (personal) interests that can be individualized, and particular care must be taken to ensure similarity. This is not the case with public interest actions. A public interest, after all, affects everyone or at least a large, diffuse group. In the proceedings, legal and factual questions are therefore not answered differently for each individual; they are common to all. In public interest actions, interests are thus readily sufficiently similar.⁹
25. CCC is representing a public interest here, as its claims are intended to protect consumers residing in the Netherlands. Their interest lies in obtaining non-deceptive, and in particular non-misleading, information, on the basis of which they can make a well-informed economic choice regarding the purchase of clothing and related fashion products, in particular Levi Strauss products. This group cannot be individualized. It includes natural persons—consumers—who have taken note of or will take note of the Levi Strauss advertisements challenged by CCC, as well as those who have actually entered into a contract with Levi Strauss. This group, too, is difficult to individualize.
26. The (Current) Advertisements at the center of these proceedings are not directed at individual consumers, but are published on Levi Strauss’s online channels (websites and social media) and in clothing stores (not only those owned by Levi Strauss itself, but all stores carrying Levi Strauss products).
27. Furthermore, the substantive legal framework applicable to the claims at issue abstracts from the personal circumstances of individual stakeholders. The key question is, after all, whether the (Current) Statements are misleading to the “average consumer” (Art. 6:193b BW). This does not concern an individual consumer, but “*the average, reasonably well-informed, observant, and circumspect consumer.*”¹⁰ Moreover, this does not refer to a diverse, European consumer, but to the consumer in each Member State.¹¹
28. The (Current) Statements, as well as their legal characterization as misleading, are therefore the same for all interested parties. Consequently, the interests are eminently similar within the meaning of Article 3:305a DCC. CCC leaves it up to individual consumers to decide what they wish to do with the outcomes of the present public interest action.

⁶ Supreme Court 9 April 2010, ECLI:NL:HR:2010:BK4547 (*Clara Wichman v. State and SGP*), para. 4.3.2; Supreme Court 26 February 2010, ECLI:NL:HR:2010:BK5756, NJ 2011, 473 with commentary by H.J. Snijders (*Stichting Baas in Eigen Huis v. Plazacasa*).

⁷ Supreme Court November 27, 2009, ECLI:NL:HR:2009:BH2162, para. 4.9.2.

⁸ *Parliamentary Papers II*, 1991/92, 22486, no. 3, p. 22; Court of Appeal of The Hague, October 9, 2018, ECLI:NL:GHDHA:2018:2591, para. 38 (*Urgenda v. State*).

⁹ Opinion of Advocate General Wissink in Supreme Court 10 October 2025, ECLI:NL:HR:2025:1534, NJ 2025, 295 (*Milieudefensie v. State*) no. 2.19.1.

¹⁰ See also ECJ 16 July 1998, C-210/96, ECLI:EU:C:1998:369, NJ 2000/374 with commentary by D.W.F. Verkade (*Gut Springenheide*).

¹¹ D.W.F. Verkade, Unfair Commercial Practices toward Consumers (Mon. BW No. B49a) 2016/29.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

3.3 CCC represents the interests it advocates pursuant to its articles of association

29. By filing the claims against Levi Strauss, CCC is defending the interests it represents pursuant to its articles of association.

30. The articles of association of CCC state the following:

“Article 2.

1. The foundation’s purpose is:

- a. to contribute to the improvement of working conditions in the apparel industry worldwide, and particularly in so-called low-wage countries; and*
- b. to undertake all activities related to or conducive to the foregoing—in the broadest sense—such as, but not limited to:*
 - Working in solidarity with workers, trade unions, civil society organizations, and labor rights organizations in the global supply chains for (sports) apparel;*
 - Lobbying governments to strengthen and implement laws, regulations, and legal mechanisms to enforce workers’ rights;*
 - Pressuring companies to respect workers’ rights, source responsibly, and communicate truthfully and transparently with consumers in the Netherlands and abroad;*
 - Address specific cases of violations of workers’ and activists’ rights at the request of workers to support their demands, and integrate the lessons learned from these cases into the strategy;*
 - Raise awareness, campaign, and mobilize people in the Netherlands and beyond to take individual and collective action related to their roles as consumers, citizens, investors, workers, or in other areas of life, as the public has the right to know where and how their clothing is produced;*
 - Use legal mechanisms, including collective action, to protect the rights of workers and consumers;*
 - Promote public and private procurement that ensures workers’ rights are respected;*
 - Collaborate to strengthen the international Clean Clothes Campaign network;*
 - Develop alliances, including with workers in the global garment industry, to transform the business model and strengthen the global movement for workers’ rights, human rights, and gender, economic, social, and environmental justice.”*

31. These passages demonstrate that CCC’s statutory mission aligns with the interests being represented in this proceeding. After all, the statutory objective states that CCC advocates in various ways for improving working conditions and protecting the interests of consumers in the garment industry. CCC aims to achieve that objective by, for example, informing consumers and ensuring the provision of accurate information to consumers, as well as using legal mechanisms, including legal proceedings, to achieve *corporate accountability*.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

32. It follows from CCC's actual activities that it genuinely represents the interests at the heart of this lawsuit. It undertakes various activities to promote its statutory objective. The following circumstances are relevant in this regard.
- i. CCC was founded in the Netherlands in 1991 as the Clean Clothes Campaign Foundation.
 - ii. Since then, it has grown into a global network of over 200 organizations active in more than 45 countries.
 - iii. CCC's network brings together trade unions, labor rights organizations, women's organizations, and consumer organizations, among others. The network "builds bridges between producer and consumer countries to work together toward better working conditions."¹²
 - iv. To ensure that workers' fundamental rights are respected, CCC informs and mobilizes (Dutch) consumers through its website, media campaigns, and other online and offline initiatives. For example, it launched the Fashion Checker,¹³ a transparency tool designed to shed light on exploitation in the garment industry. This project is financially supported by the European Union. Another example is the #GoTransparent campaign conducted by CCC.¹⁴ And yet another example is the Clean Clothes campaign, which ran from 2015 through 2017 and was funded by the European Union. The project description was as follows:¹⁵

"Clean Clothes' encouraged European consumers to take action to improve the labor and living conditions of workers in the global supply chains for clothing and shoes. By focusing on everyday items such as clothing and shoes, the project gave issues of global development a personal relevance. 'Clean Clothes' showcased concrete examples of how changes in consumption can positively impact production and workers' rights."
 - v. CCC regularly conducts extensive research on key issues concerning labor rights and companies. Two of the core issues CCC focuses on are non-transparent supply chains and the weak, voluntary efforts that apparel companies advertise on their websites.¹⁶ CCC regularly publishes reports, public statements, and other documents on these topics.
 - vi. CCC also lobbies companies and governments at the regional and national levels, organizes mutual capacity-building training sessions in collaboration with worker groups, and works closely with other organizations outside its own global network in the context of labor rights campaigns.

3.4 Consumer interests are sufficiently safeguarded; CCC is sufficiently representative given its membership base

¹²<https://www.schonekleren.nl/over-ons/netwerk/> (last accessed April 20, 2026).

¹³ https://fashionchecker.org/who_are_we.html; https://international-partnerships.ec.europa.eu/news-and-events/stories/fashionchecker-calling-living-wage-garment-workers-and-more-transparent-supply-chain_en (last visited April 20, 2026).

¹⁴ <https://cleanclothes.org/our-victories?activeAccordion=352cd694-d65d-4b52-9799-a73675024d5b> (last accessed April 20, 2026).

¹⁵ <https://dearprogramme.eu/project/clean-clothes/> (last accessed April 20, 2026).

¹⁶ <https://cleanclothes.org/faq/sweatshop-free>; <https://www.schonekleren.nl/social-washing-waarschuwing-aan-acm/> (last accessed April 20, 2026).

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

33. The safeguard requirement of Article 3:305a(1), as elaborated in paragraph 2 DCC, concerns the extent to which CCC is representative of its membership base.

34. The representativeness of the interest group can be inferred from various data. A strictly defined interpretation of this concept is not provided, as this would detract from other data that may also indicate that an interest group is representative.¹⁷ In the context of the representativeness requirement, the Amsterdam District Court considered the following in the *Fossielvrij/KLM* case:¹⁸

“The action brought by Fossielvrij is essentially a public interest action. In the context of a public interest action, it is actually not feasible for the interest group to name its supporters by name, let alone to demonstrate that, in view of its representativeness, it involves a sufficient number of people. In a public interest action, the interest group can, however, be required to demonstrate that it is an adequate voice for the group it represents.”

35. CCC meets this standard. For 35 years, it has served as a voice promoting transparency regarding the supply chain in the apparel industry, in the interest of both consumers and workers in that production chain. This is precisely the subject of this public interest action. CCC is the Dutch entity within a global organization recognized as an advocate for the interests of both consumers and workers in the apparel production chain. The following is relevant in this context:

- i. In this case, CCC is also specifically supported by international civil society organizations such as the Center for Research on Multinational Corporations (**SOMO**).
- ii. CCC has 125,000 followers on Instagram and 40,000 followers on LinkedIn. This further demonstrates that it is generally viewed as a serious, important advocacy organization.
- iii. CCC's 2023 annual report shows that it received a substantial amount in donations, including from individuals, lotteries, and other nonprofit organizations. This further demonstrates the widespread support for CCC.

36. See also the actual activities of CCC, as set forth in paragraph 3.3 of this summons.

3.5 CCC meets the admissibility requirements under Article 3:305a(3) DCC

37. The founders and directors of CCC have no direct or indirect profit motive that is realized through the legal entity (Art. 3:305a(3), preamble and subparagraph (a), DCC). This is enshrined in Article 13 of CCC's articles of association:

“Article 13.

1. The members of the board shall never receive any fee, salary, or other material benefit from the foundation.

2. They are, however, entitled to reimbursement of expenses incurred in the performance of their duties and for the benefit of the foundation, to the extent approved by the board.”

38. Nor did the founders of CCC have, nor do they have, any profit motive to be realized through CCC.

¹⁷ *Parliamentary Papers II* 2003/04, 29414, 3, p. 15.

¹⁸ Amsterdam District Court, June 7, 2023, ECLI:NL:RBAMS:2023:3499, JOR 2023/240 with commentary by B.T. Klinger (*Fossielvrij/KLM*), para. 4.17.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

39. Furthermore, CCC's claims comply with the *scope rule* of Article 3:305a(3), preamble and subparagraph (b), DCC.
- i. CCC's claims are intended to protect Dutch consumers. By this, CCC means: consumers who have their habitual residence in the Netherlands. By their nature, CCC's claims thus involve a strong connection to the Netherlands.
 - ii. One of the Defendants, Levi Strauss Nederland, is domiciled in the Netherlands.
 - iii. The (Current) Statements, to which the claims relate, were made in the Netherlands or, at least, are directed at the Dutch public. The (Current) Statements are also partly in Dutch, available via the Dutch website, and physically displayed in Dutch stores.
 - iv. Levi Strauss's products are sold by it in the Netherlands and are generally purchased in the Netherlands by the relevant group, Dutch consumers.
40. All in all, a sufficiently close connection with the Netherlands is ensured.
41. CCC has attempted on several occasions to contact Levi Strauss. See further section 5.4 of this summons. That contact did not lead to a satisfactory solution.

3.6 Other admissibility requirements under Article 3:305a

42. The present legal claims brought by CCC are pursued for an idealistic purpose. Furthermore, these claims do not represent a financial interest within the scope of this public interest action. Therefore, pursuant to Article 3:305a(6) DCC, the admissibility requirements as formulated in paragraph 2, preamble and subparagraphs (a) through (e), and paragraph 5 do not apply to CCC.
43. To the extent that Article 3:305a(2), preamble and subparagraph (f), DCC applies, CCC confirms that the financing of the legal action does not originate from a financier who is a competitor of or dependent on Levi Strauss.

4. ADMISSIBILITY OF INDIVIDUAL CONSUMERS

4.1 Introduction

44. In addition to CCC, four natural persons are acting as plaintiffs in these proceedings, the Individual Consumers.
45. The Individual Consumers are Dutch natural persons who, in their capacity as consumers, purchased clothing from Levi Strauss. They therefore have a direct, individual interest in the claims (within the meaning of Article 3:303 DCC). After all, they have been personally and directly affected by Levi Strauss's unlawful conduct.
46. Furthermore, the Individual Consumers have an individual interest in these proceedings that differs from CCC's interest, since they—and not CCC—are seeking damages, or at least the annulment of their purchase agreements with Levi Strauss Netherlands.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

5. FACTS

5.1 Levi Strauss's Statements between 2020 and March 2026

5.1.1 Introduction

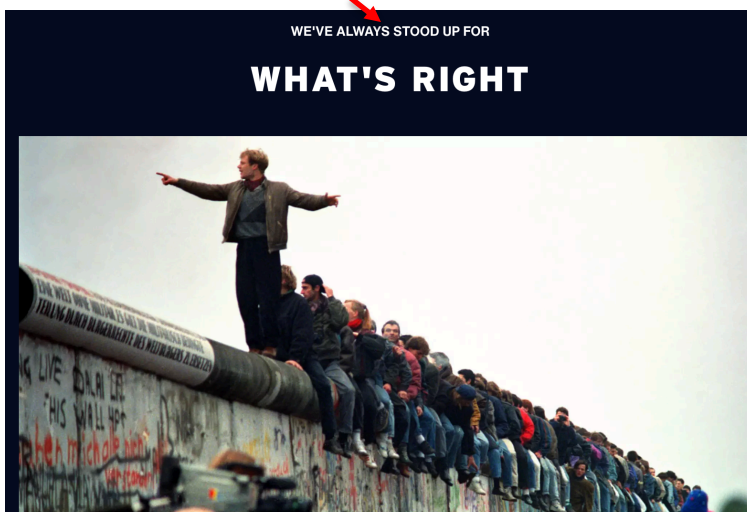
47. For years—at least between 2020 and March 2026—Levi Strauss has made a wide range of Statements regarding how it treats employees and other individuals working in its supply chain. These Statements were, among other places, posted by Levi Strauss on its globally oriented website linked to the domain [levi.com]. Various subdomains are linked to the aforementioned domain, targeting consumers in specific countries, allowing consumers to choose between an English webpage or a webpage in the language of that specific country. For the Netherlands, Levi Strauss uses the subdomains [levi.com/NL/nl_NL/] and [levi.com/NL/en], which are hosted by Levi Strauss Belgium. Levi Strauss has also made Statements in its physical stores and on its garments (which may have been sold in other stores).

48. The Statements referred to in this Section 5.1 of this summons are referred to as the **Statements**.

5.1.2 Communications Targeting Dutch Consumers

49. For years, Levi Strauss has made many different Statements regarding the ethical and social nature of its business—including those specifically targeting Dutch consumers. For example, Levi Strauss—at least from 2020 through March 2026—made the following Statements.

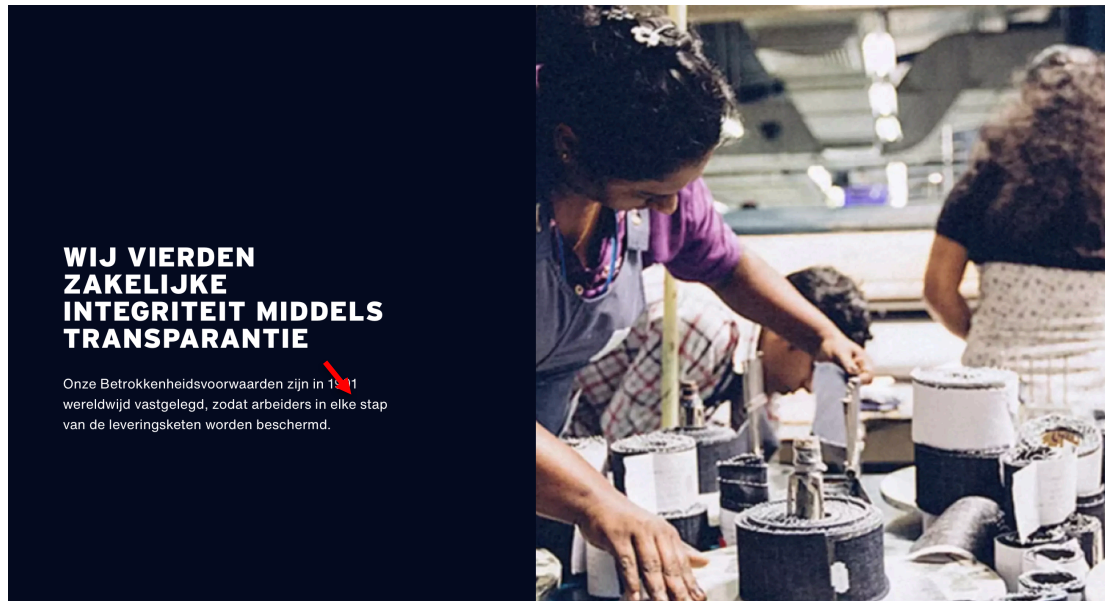
50. On the “Our Values” page, available on the Dutch-language website, Levi Strauss stated: “*We’ve always stood up for what’s right.*” Accompanying this statement is a photo of activists on the Berlin Wall.



51. Levi Strauss also stated that workers are protected “*at every step of the supply chain*”:¹⁹

¹⁹ “Our engagement standards were established globally in 1991 to ensure that workers are protected at every stage of the supply chain.”

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.



52. Further down this webpage, Levi Strauss stated that it goes even beyond protecting workers' rights in the workplace:²⁰



53. Anyone who clicked on "Learn More" in response to this statement was redirected to Levi Strauss's global webpage. There, Levi Strauss makes the statements as set forth in paragraph 5.1.3 of the summons.
54. Levi Strauss also reiterated further down the webpage that the protection and commitment it offers extends to every person in its supply chain:

²⁰ "Our employee well-being initiative goes beyond protecting our employees' rights in the workplace. We invest in their lives, in what matters most to each of them. We partner with suppliers and local nonprofit organizations in 12 countries to offer health education, family well-being programs, and financial self-reliance. More than 100,000 workers, the majority of whom are women, currently benefit from employee well-being initiatives. By 2020, this number will double, and 80% of all Levi's® products will come from factories that support this initiative. We have also committed to Harvard's SHINE program to establish a universal framework for the broader manufacturing industry, with the goal of enabling textile workers around the world to live healthier lives and enjoy greater financial stability." Levi Strauss does not clarify exactly what this SHINE program entails or what concrete results it has yielded. Other information indicates that it is a Harvard research initiative, with Levi Strauss stating: "Each year, scientists, business leaders, and policymakers gather at Harvard University's SHINE Summit to discuss worker well-being."

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

Zonder onze mensen zouden onze producten niet bestaan. Van onze collega's over de hele wereld tot elke persoon in onze toeleveringsketen tot de gemeenschappen waarin we werkzaam zijn; we zijn toegewijd om onze werknemers te beschermen en hun welzijn te verbeteren. Ongeveer tien jaar geleden hebben we ons initiatief voor het welzijn van werknemers opgezet. Hiermee ondersteunen we onze medewerkers die over de hele wereld onze producten maken op het gebied van financiële zelfredzaamheid, veiligheid, gezondheid en gendergelijkheid. We blijven onze werknemersprogramma's en hulpmiddelen aanbieden om vaardigheden op te bouwen en inclusiviteit aan te moedigen. In 2020 hebben we eens goed gekeken naar onze teams en hoe we daar diversiteit laten zien, zowel in onze organisatie

21

55. On the "Frequently Asked Questions" webpage, Levi Strauss made the following statement regarding sustainability initiatives:²²

Kwaliteit / Beschikbaarheid / Informatie

Informatie over duurzaamheidsinitiatieven

Mensen en de planeet voorop stellen, dat is wat we doen. Van ons Worker Well-Being-initiatief tot muziekeducatieprogramma's tot onze blijvende steun en belangenbehartiging voor de LGBTQ-gemeenschap, wij geloven in de kracht van positieve actie.

5.1.3 Statements on Levi Strauss's global website

56. Anyone who, in response to the Statements in paragraph 5.1.2 of this summons, wanted to know more about how Levi Strauss treats its employees was referred to the global website.
57. Via the link provided in paragraph 52 of this summons, Levi Strauss directed users directly to the following webpage and statement by Levi Strauss:

²¹ "Without our people, our products would not exist. From our colleagues around the world to every person in our supply chain to the communities where we operate, we are committed to protecting our employees and improving their well-being. About ten years ago, we launched our employee well-being initiative. Through this initiative, we support our employees who manufacture our products around the world in the areas of financial self-sufficiency, safety, health, and gender equality. We continue to offer employee programs and resources to build skills and encourage inclusivity. In 2020, we took a close look at our teams and how we demonstrate diversity within our organization."

²² "Putting people and the planet first, that is what we do".

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

Worker Well-being goes beyond labor compliance to support financial empowerment, health and family well-being, and equality and acceptance for the people who make our products.



58. On this webpage, Levi Strauss referred to various documents regarding “Worker Well-being,” including the standards it would apply to its global supply chain. In those documents, Levi Strauss reiterated that it is strongly committed to labor rights and that it goes beyond ensuring compliance:

LEVI STRAUSS & CO.

Levi Strauss & Co. Announces New Terms of Engagement for Its Global Supply Chain

Levi Strauss & Co. is strongly committed to worker’s rights and environmental stewardship across the apparel supply chain.

On the 20th anniversary of our groundbreaking Terms of Engagement, Levi Strauss & Co. is announcing a new commitment to require contract factories to help make employees’ lives better by supporting programs for their workers.

LS&Co. is working to move beyond a compliance model of “do no harm” to supporting factory-based programs that will help empower workers to improve their lives.

59. In these Terms of Engagement, also referred to by Levi Strauss as the Sustainability Guidebook,²³ , Levi Strauss sets forth a framework for its relationships with suppliers. In it, the company defines, among other things, its *ratings* for specific *Terms of Engagement Requirements*. It also outlines, among other things, its response in the event of a *Zero Tolerance Violation (ZTV)*:

²³ Levi Strauss’s Sustainability Guidebook is available at https://www.levistrauss.com/wp-content/uploads/2021/09/LSCO_TOE.pdf. Other versions of the Sustainability Guidebook are also circulating on the webpage, in which Levi Strauss makes the same statements.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

Ratings Defined

Zero Tolerance Violation (ZTV)

A Zero Tolerance Violation is a serious breach of Terms of Engagement that LS&Co. believes could result in severe impact to individual rights, life safety, and/or LS&Co.'s corporate reputation. Production cannot be placed in proposed suppliers with ZTVs. For existing suppliers with a ZTV confirmed by more than one source of information, LS&Co.'s approach is to work with these suppliers to remediate ZTVs immediately, and endeavor to limit exit to circumstances when a supplier is unwilling to remediate promptly, or does not have the capability to do so.

Examples of ZTV include underage workers; forced labor; corporal punishment; violation of ethical standards; infringements on freedom of association; failure to provide adequate emergency exits; inadequate fire prevention; falsification of records; unauthorized subcontracting; and failure to complete ZT or IA [defined below] corrective actions within the agreed-upon timeframe.

60. Specifically regarding freedom of association and trade unions, Levi Strauss further defines a ZTV as follows:

General Labor Practices and Freedom of Association

We respect workers' rights to form and join organizations of their choice and to bargain collectively. We expect our suppliers to respect the right to free association and the right to organize and bargain collectively without unlawful interference. Business partners should ensure that workers who make such decisions or participate in such organizations are not the object of discrimination or punitive disciplinary actions, and that the representatives of such organizations have access to their members under conditions established either by local laws or mutual agreement between the employer and the worker organizations.

Requirements

Freedom of Association

ZTV Factories must respect employee rights to freedom of association; they must not impose any punitive actions against workers in supporting union activities. Punitive actions include threatening, fining, suspending or firing workers exercising their right to support union activities. Any action that suppresses freedom of association is prohibited to the fullest extent permitted under applicable local law, and may be an act expressly identified as illegal in some countries' labor codes.¹

Laws in different countries vary substantially regarding freedom of association. Most countries maintain procedural regulations regarding the actions of workers and employers. Some countries place substantial restrictions on workers' rights of association. The TOE provision on free association neither permits nor requires LS&Co. or its business partners to engage in unlawful activities to protect the rights of association. Nevertheless, where the right to freedom of association and collective bargaining is restricted under law, the supplier should not hinder the development of lawful parallel means for independent free association and bargaining. Subject to the foregoing:

- Employers may not use intimidation, unreasonable searches, police or military force to obstruct workers' right to freedom of association.
- Workers' organizations have the right to conduct their activities and elect their representatives without employer interference, such as the presence of factory management or factory designees at organizing meetings.
- Workers are free to meet and discuss workplace issues in the factory during their breaks and before and after work.
- Workers may communicate their concerns about factory practices to management, choose representatives to organize workers, inspect working

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

- conditions, engage in dialogue with factory management, and carry out other organizing activities that do not disrupt factory production.
- The employer shall not interfere with employees' right to freedom of association; the employer shall not control workers' organizations or favor one workers' organization over another.
- Employers are not required to take an active role in supporting workers' efforts to associate or organize, but employers must assure that workers can exercise their right to organize in a climate free of violence, pressure, fear and threats.
- Factory management shall not impede workers' right to peaceful organization by outsourcing work performed by union members. Shifting production from one site to another for the purpose of retaliating against workers who have formed—or are attempting to form—a union is not acceptable.
- Employers may not offer or use severance pay as a means of discouraging union activities. Unscheduled wage or benefit increases must be avoided while a union organizing campaign is in progress.

61. Furthermore, Levi Strauss makes the following statement regarding *compliance* and the protection of workers in its supply chain on its global website, levistrauss.com:

We put our profits, people and products to work in more than 100 countries to champion equality, support vulnerable communities and build a more sustainable future for our planet. Our values – empathy, originality, integrity and courage – guide every decision we make and every action we take.

62. In its *Supplier Code of Conduct*, Levi Strauss makes the following statements, among others:

Levi Strauss & Co. (LS&CO.) is committed to the highest levels of responsible business practices. The LS&CO. Supplier Code of Conduct (“CoC”) outlines our requirements for fair, safe and healthy working conditions and environmental responsibility throughout the tiers of our supply chain. The Supplier Code of Conduct applies to all LS&CO. sourcing and procurement, including all suppliers of goods or services, including every factory, subcontractor, licensee, agent, or affiliate that manufactures or finishes products for LS&CO or from whom LS&Co. procures goods and services for its own use (collectively referred to as “Suppliers”). Suppliers must operate in accordance with our CoC, and in full compliance with all applicable laws and regulations, opting for whichever standard is higher should the requirements differ.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

LS&CO. seeks to work with Suppliers who are actively pursuing a course of continual improvement for their environmental and social impacts in line with the CoC and internationally recognised good labor practices. Our goal is to achieve positive results and effect change by working with Suppliers to find long-term solutions that will benefit the individuals who make our products and will improve the quality of life in local communities.

FREEDOM OF ASSOCIATION

LS&CO. respect workers' rights to form and join organizations of their choice and to bargain collectively. Suppliers shall respect the right to free association and the right to organize and bargain collectively without unlawful interference. Suppliers should ensure that workers who make such decisions or participate in such organizations are not the object of discrimination, harassment, or punitive disciplinary actions and that the representatives of such organizations have access to their members under conditions established either by local laws or mutual agreement between the employer and the worker organizations.

63. Levi Strauss states that the *Supplier Code of Conduct* was developed based on globally recognized labor standards, such as the *International Bill of Human Rights* and the standards of the International Labour Organization. It states that it respects the internationally recognized human rights of workers in its supply chain. It also states that it strives to collaborate with partners who pursue compatible ethical standards in all their business activities:

ETHICAL STANDARDS

We seek to partner with Suppliers who aspire as individuals and in the conduct of all their businesses to a set of ethical standards not incompatible with our own. We respect the internationally recognized human rights of our employees and individuals in the supply chain involved in or affected by the manufacturing and production of LS&CO. products.

64. Levi Strauss's *Supplier Code of Conduct* shows that it sets high standards for itself and its suppliers regarding *due diligence* on human and labor rights violations. It states:

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

RESPONSIBLE SOURCING

LS&CO. and our Suppliers shall conduct due diligence on our supply chains to identify, prevent and mitigate potential labor and human rights, health and safety, environmental, business ethics, and legal compliance risks. Suppliers shall have a sourcing

65. In its *Worldwide Code of Business Conduct*, Levi Strauss commits to always complying with the law in every country where it does business. Furthermore, Levi Strauss states that it consistently adheres to its set of ethical standards and remains true to its values.

**AT LEVI STRAUSS & CO.,
WE PRIDE OURSELVES ON
DOING WHAT'S RIGHT.**

That means we obey the law in every country where we do business. And beyond that, it means we stay true to our own values by acting with integrity, being socially responsible and following a consistent set of ethical standards across the globe.

This Worldwide Code of Business Conduct (this "Code") outlines the basic principles that we expect all directors, officers, employees and LS&Co. affiliates to follow.

Being a good corporate citizen is essential to our success as a company, and it's the

bedrock of our profits-through-principles approach to business. Really it comes down to you – not only the decisions you make every day, but also your obligation to raise concerns if you hear or see anything unusual or questionable.

If you ever have questions or concerns, or if you are in doubt about what to do, ask your manager or reach out to HR or the Legal department. You may also contact our Ethics and Compliance Reportline.

----- ★ -----

**THANK YOU FOR UPHOLDING OUR COMMITMENT
TO DOING THE RIGHT THING.**

24

66. Under "*Policies and Commitments*," Levi Strauss refers to its *Global Sourcing and Operating Guidelines*. In these guidelines, the company states that it will only do business with partners who do not use mental or physical coercion, who do not exceed local limits on maximum working hours, and who respect workers' freedom of association.

²⁴ "That means we comply with the law in every country where we do business. And beyond that, it means we remain true to our own values by acting with integrity, being socially responsible, and adhering to a consistent set of ethical standards worldwide."

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

Employment Standards

We will only do business with partners who adhere to the following guidelines:

Child Labor

Use of child labor is not permissible. Workers can be no less than 15 years of age and not younger than the compulsory age to be in school. We will not utilize partners who use child labor in any of their facilities. We support the development of legitimate workplace apprenticeship programs for the educational benefit of younger people.

Prison Labor/Forced Labor

We will not utilize prison or forced labor in contracting relationships in the manufacture and finishing of our products. We will not utilize or purchase materials from a business partner utilizing prison or forced labor.

Disciplinary Practices

We will not utilize business partners who use corporal or other forms of mental or physical coercion.

Working Hours

While permitting flexibility in scheduling, we will identify local legal limits on work hours and seek business partners who do not exceed them except for appropriately compensated overtime.

While we favor partners who utilize less than sixty-hour work weeks, we will not use contractors who, on a regular basis, require in excess of a sixty-hour week. Employees should be allowed at least one day off in seven.

Wages and Benefits

We will only do business with partners who provide wages and benefits that comply with any applicable law and match the prevailing local manufacturing or finishing industry practices.

Freedom of Association

We respect workers' rights to form and join organizations of their choice and to bargain collectively. We expect our suppliers to respect the right to free association and the right to organize and bargain collectively without unlawful interference. Business partners should ensure that workers who make such decisions or participate in such organizations are not the object of discrimination or punitive disciplinary actions and that the representatives of such organizations have access to their members under conditions established either by local laws or mutual agreement between the employer and the worker organizations.

67. From 2020 to March 2026, Levi Strauss frequently referred to its global website on its Dutch site. For example, anyone who clicked on "Learn more" on the Dutch-language website *under "About employee well-being"* was redirected to Levi Strauss's global site.²⁵ Dutch consumers were also redirected to Levi Strauss's global site in other ways. For instance, you were also redirected if you clicked on "*Our Brands: Levi's®*" on the Dutch-language page of Levi Strauss at or by clicking on links as shown on the Dutch webpage "*Our Values*."

5.1.4 Communications in Levi Strauss's Dutch stores

68. Levi Strauss also makes statements about the ethical nature of its jeans in its physical stores.
69. Specifically, it has included the following statement on the labels attached to its products:

²⁵ https://www.levi.com/NL/nl_NL/features/our-values

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.



70. Levi Strauss includes this statement on several of its products. This is evident from photos taken in the store on April 29, 2025.

5.2 The events surrounding the Factory in 2023

5.2.1 Introduction

71. The Statements discussed above do not accurately reflect the facts regarding Levi Strauss's ethical conduct. This is evident (among other things) from the following.
72. Levi Strauss is, as mentioned earlier, a globally operating apparel company. Its business model relies heavily on *outsourcing*. This means that Levi Strauss primarily uses external contract manufacturers for the production of its clothing. A global apparel brand like Levi Strauss has a very significant influence on its (indirect) suppliers, as the latter are often heavily dependent on just a few major buyers.
73. According to Levi Strauss's supplier list, the company maintains an extensive network of more than 550 production facilities in over 30 countries.²⁶
74. One of these production facilities is the Özak Tekstil clothing factory located at 1. Organize Sanayi Bölgesi 2. Cad. No: 4 Şanlıurfa.
75. Özak Tekstil is a subsidiary of Özak Global Holding (**Özak Global**). Özak Global Holding includes various factories in Turkey that supply jeans and other denim products to companies such as Zara (Inditex), Hugo Boss, and Guess. Özak Global Holding also includes companies in other sectors.
76. In the summer of 2023, a second subsidiary of Özak Global Holding was established at the same location as Özak Tekstil: Kübrateks. Between July and March 2024, both entities—Özak Tekstil and Kübrateks—employed some of the workers at the factory in Şanlıurfa, while acting de facto as a single employer. On February 15, 2024, Özak Tekstil informed all its employees that as of March 1, 2024, they would be employed by Kübrateks. In this summons, Özak Tekstil and Kübrateks are jointly referred to as the **Factory**.
77. According to Özak Global, the Factory has been producing clothing for Levi Strauss for approximately 10 years. For the past 4.5 years, the Factory has exclusively produced denim jeans and shorts for Levi Strauss.²⁷

²⁶ This is what Levi Strauss states, among other things, on www.levistrauss.com/sustainability/supplier-map/.

²⁷ WRC Investigation Report, p. 5,

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

78. The facts described below are supported in particular by the comprehensive investigation report from the authoritative body Workers Rights Consortium (**WRC**). The WRC is an independent nonprofit organization focused on monitoring and improving working conditions in factories that produce clothing and other products, particularly for universities and major brands. The WRC conducts in-depth, independent investigations of factories worldwide and publishes public reports on its findings. In addition, the WRC supports workers in these factories in their efforts to end labor abuses and defend their labor rights.

79. The WRC's report is based on the following evidence:²⁸

“• Detailed confidential interviews, conducted away from factory premises, with Özak/Kübrateks employees, including workers who are members of the independent BİRTEK-SEN union and those who remain members of the company-favored union, Öz İplik İş;

• Interviews, meetings, and extensive email exchanges with Özak Tekstil's chairman, its corporate social responsibility manager, the chief manager of the Özak/Kübrateks Şanlıurfa facility, the managers of most of the factory's departments, and company lawyers;

• Interviews and meetings with national and local representatives of the BİRTEK-SEN and Öz İplik İş labor unions, and review of records and documentation provided by them;

• Review of factory records and documentation provided by workers, including termination letters, photographs, videos, and communications between workers, worker representatives, and factory management (including audio recordings and text messages);

• Review of factory records and documentation provided by Özak Global, including personnel records, disciplinary records, and related material;

• Review of court documents and settlement agreements; and

• Numerous written and verbal communications with Özak Global and Levi's.”

80. Prior to this proceeding, CCC submitted a request for information pursuant to Article 194 of the Dutch Code of Civil Procedure to Levi Strauss, including regarding Levi Strauss's communications with parties such as Özak Global. CCC received no response to this request. Consequently, the information regarding the communications between Levi Strauss and various parties remains largely within Levi Strauss's possession.

5.2.2 The Earthquakes in Turkey in February 2023 and the Abuses at the Factory

81. On February 6, 2023, southeastern Turkey was struck by a severe earthquake, killing more than 50,000 people. Şanlıurfa was particularly hard hit. On March 15, 2023, a major flood occurred in the same area.

82. In the aftermath of these disasters, workers at the Factory reported that insufficient consideration was given to their personal and family circumstances. For instance, they were granted hardly any paid leave to rebuild their lives and those of their families. For a large portion of the Factory's workers, this prompted a critical assessment of the employer-backed union, Öz İplik İş (“Öİİ”), to which most of the Factory's workers were affiliated at the time.

²⁸ WRC Investigation Report, p. 14.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

83. In addition to these acute problems, workers also voiced other concerns about their working conditions at the Factory during the same period. They reported systemic abuses such as un ly unpaid overtime exceeding the legally permitted maximum, verbal and physical abuse by supervisors, poor or even unsafe food in the company cafeteria, and a lack of transparency from management. Furthermore, workers complained about poor working conditions and the management-aligned Öİİ, which they claimed was not functioning properly. They stated that Öİİ did not represent their interests and that complaints were not taken seriously. Additionally, elections for leadership positions within Öİİ were never held.²⁹

5.2.3 The employees switched to the independent union BİRTEK-SEN

84. This situation led many employees to switch to a new, independent union called BİRTEK-SEN. Between early November and December 20, 2023, 78% joined BİRTEK-SEN. The Factory responded harshly to the increased criticism and the popularity of BİRTEK-SEN. Initially, the Factory's management spread implicitly threatening messages. For example, the *chief manager* stated that workers who “do not accept [the company's] working conditions” and “disrupt order in the workplace” would be punished.³⁰ This was a reference to participation in BİRTEK-SEN. Despite this, employees continued to attend BİRTEK-SEN meetings in November 2023. For example, one meeting brought together hundreds of workers from the Factory.
85. The intimidation intensified further in November 2023. Employees who had joined BİRTEK-SEN were intimidated and explicitly threatened with physical violence and reprisals, such as dismissal without severance pay.
86. The severity of the situation can be illustrated by explicit threats from factory management and representatives of Öİİ. There are reports that a factory director told an employee in late November 2023: “If you don't leave the union [BİRTEK-SEN], I'm going to break your head.”³¹ Other workers, including women, faced threats that their families would be informed of “immoral behavior”—a potentially life-threatening risk in a region where honor-related violence occurs.³² Eyewitnesses state that one of the Öİİ representatives had struck a female colleague and threatened her with further physical violence. The harassment was reported to the factory management, but no action was taken.³³
87. On November 23, 2023, representatives of BİRTEK-SEN sent a letter to the Factory's management on behalf of 435 workers, urging the Factory to cease its attempts to prevent workers from exercising their legal, legitimate, and democratic rights.³⁴ There was no response to the first letter. A second letter was received by a Factory manager on November 27, 2023, and torn to pieces on the spot.³⁵

²⁹ WRC Investigation Report, p. 6 ff.

³⁰ WRC Investigation Report, p. 19.

³¹ WRC Investigation Report, p. 21.

³² WRC Investigation Report, p. 28.

³³ WRC Investigation Report, p. 21.

³⁴ WRC Investigation Report, p. 23.

³⁵ WRC Investigation Report, p. 23 ff.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

5.2.4 The workers were unfairly dismissed

88. The situation escalated further on November 27, 2023, when BİRTEK-SEN activist Seher Gülel was dismissed after criticizing the poor working conditions. Her dismissal led to massive strikes and protests. In response, local authorities announced a four-day ban on public gatherings. The protests continued nonetheless. Later, a court in Turkey ruled that the ban on public gatherings was unlawful.
89. On December 4, 2023, the Factory sent a letter to several employees regarding their participation in the “illegal strikes.” The letter threatened dismissal without compensation or notice if employees continued to strike. The Factory cited absence due to participation in an illegal strike as grounds for this potential dismissal.
90. Even after the four-day ban on public gatherings, many employees were arrested during nonviolent protests.
91. On December 6, 2023, 22 demonstrators (19 workers from the Factory and 3 representatives of BİRTEK-SEN) were arrested.
92. On December 11, water cannons were deployed against the demonstrators, and another hundred people were arrested.
93. On December 18, 18 workers and a union representative from BİRTEK-SEN were arrested. In total, more than 150 workers from the Factory have been arrested. According to WRC, this occurred in collusion between local security forces and the Factory.
94. Ultimately, on December 12 and 13, 2023, approximately 400 striking workers were fired. Nearly all of these workers are members of BİRTEK-SEN.³⁶
95. The Factory refused to pay the legally mandated severance pay to the dismissed workers. It later stated that it was not obligated to pay these benefits because the workers were dismissed due to misconduct. However, this reason is not mentioned in the dismissal letters. In addition, the Factory made it practically impossible for the dismissed workers to find employment elsewhere by entering false accusations in the Turkish Social Security Service registry.
96. The dismissed workers continued their protests against the Factory after their dismissal. Eventually, in December 2023 and January 2024, the Factory invited the dismissed workers to individual meetings. During those meetings, the Factory offered to pay the legally required severance pay after all, and to remove the allegations of misconduct from the social security files. The Factory made this conditional on the former employees no longer publicly criticizing the company and not demanding reinstatement. Nearly all of the dismissed workers agreed to this proposal. No proposal was made to 24 of the former employees.
97. The Factory’s management continued to pressure employees who were not laid off but had joined BİRTEK-SEN to return to Öİİ. Employees who refused, for example, are falsely accused of production errors.

³⁶ WRC Investigation Report, p. 29.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

5.2.5 The Role of Levi Strauss

98. On December 6, 2023 (one week before the mass layoffs), Levi Strauss was notified in writing by CCC of the abuses described above. CCC requested immediate action from Levi Strauss.
99. On December 7, 2023, WRC informed Levi Strauss that it had launched an investigation into the abuses. WRC called on Levi Strauss to safeguard both the physical health of the workers and their right to freedom of association and freedom of expression.
100. On December 8, 2023, Levi Strauss responded. Among other things, it informed CCC and WRC that Levi Strauss takes the situation and freedom of association very seriously.
101. On December 22, 2023, Levi Strauss responded again. In a letter to Özak Global, it emphasized that the dismissal of the workers constituted a “zero-tolerance violation” of its *Supplier Code of Conduct*. Levi Strauss demanded at that time the immediate reinstatement of the dismissed workers, without reprisals. Levi Strauss wrote to the factory:

“The decision to terminate those employees constitutes a zero-tolerance violation of our Supplier Code of Conduct. We urge you to reinstate all terminated workers immediately and do so with the understanding that there will be no retaliation against these workers upon reinstatement. If we are unable to reach an agreement, we will take the appropriate next steps to uphold workers’ rights, make our position known publicly, and protect our business.”³⁷
102. That same day, CCC also received an email from Levi Strauss emphasizing that Levi Strauss was in close contact with the Factory’s management to find an adequate solution. It was also reiterated that Levi Strauss views the dismissals as a *zero-tolerance* violation of its Code of Conduct. Levi Strauss appears to be referring to its Sustainability Guidebook and the definition of Zero Tolerance Violations (ZTV) contained therein, which were already addressed in footnotes 59 and 60 of this summons. In short, a ZTV means that Levi Strauss’s approach in such a case is to work with these suppliers to “*immediately remedy the ZTVs, and to withdraw from the agreement only in situations where a supplier is unwilling or unable to take prompt remedial measures*” (translation, attorney).
103. Contact with the Factory had apparently not yielded the desired result for Levi Strauss. In January 2024, Levi Strauss therefore informed WRC that it would terminate its relationship with the Factory.³⁸
104. On February 9, 2024, BİRTEK-SEN contacted Levi Strauss. BİRTEK-SEN requested Levi Strauss in writing, on behalf of the workers still employed by the Factory, to make efforts to reach a solution with the Factory that protects labor rights and continues the relationship between the Factory and Levi Strauss. At that time, the Factory’s management refused to enter into direct negotiations with BİRTEK-SEN.
105. On February 19, 2024, BİRTEK-SEN sent Levi Strauss a second letter. In it, the union stated that the protests against the Factory had been suspended after 80 days, as a result of the heavy-handed police intervention and the 190 arrests made.
106. BİRTEK-SEN also pointed out that after terminating its relationship with the Factory, Levi Strauss continued to place orders with other Özak Global factories in Turkey. This allowed the Factory to continue ignoring the wrongfully dismissed workers, according to BİRTEK-SEN.

³⁷ WRC Investigation Report, footnotes 7 and 30.

³⁸ WRC Investigation Report, pp. 12–13, 39–45.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

Furthermore, the Factory had already begun hiring new workers, none of whom are members of BİRTEK-SEN. BİRTEK-SEN emphasizes that this has reduced its influence.

107. Furthermore, BİRTEK-SEN emphasized the importance of offering reinstatement to the dismissed workers and of respecting their right to join a trade union in the future. In this regard, BİRTEK-SEN also pointed to the decisive influence that Levi Strauss can exert on factory management. BİRTEK-SEN is even willing to make a commitment on behalf of the workers. It states that the dismissed workers are willing to make concessions regarding back pay for the months during which they were unlawfully dismissed.
108. CCC also sent messages to Levi Strauss. On March 18, 25, and 26, 2024, it announced that it intended to take a public stance on the situation surrounding the factory and wanted to give Levi Strauss the opportunity to respond. Levi Strauss did not respond.
109. It was not until April 1, 2024, that Levi Strauss made itself heard again. CCC understands that Levi Strauss informed WRC and BİRTEK-SEN that, contrary to its previously stated position, it will continue its business relationship with the Factory. It will not ask the Factory to reinstate the workers. Levi Strauss is also unwilling to provide financial support to the dismissed workers itself. As CCC understands it, Levi Strauss placed the responsibility for the situation that arose on itself, on the Factory, and on both unions.³⁹
110. It remains unclear on what basis Levi Strauss believed it could continue the relationship without taking further measures. After all: the dismissed workers have not been reinstated, the Factory has not paid the statutory compensation for the dismissals, and the dismissed workers are still being actively hindered in finding new work due to false entries in the social security records. CCC is not aware of any further explanation from Levi Strauss regarding this matter.
111. BİRTEK-SEN subsequently learned on April 3 from an article in Just Style that Levi Strauss was working with the Factory on a “*detailed remediation plan*.” CCC understands that BİRTEK-SEN therefore sent another letter to Levi Strauss on April 10, 2024. In it, the union requested to be involved in the remediation measures, as it represents the 400 laid-off workers. Levi Strauss has not responded to this offer.⁴⁰
112. On October 7, 2024, Levi Strauss received a joint letter from BİRTEK-SEN and CCC. In it, they reminded Levi Strauss that 400 workers are still waiting for an offer of reinstatement and the legally required compensation. They also pointed out the entitlement of the dismissed employees to so-called *union compensation* under Article 25(4) of *Turkish Act No. 6356 on Trade Unions and Collective Labor Agreements*. BİRTEK-SEN and CCC again requested a meeting. Once again, no response was received.
113. On November 23, 2024, CCC therefore sent another letter requesting a response.
114. In an email dated December 5, 2024, Levi Strauss responded that it would visit the Factory monthly and that it is “*in constant dialogue*” with the Factory’s management. Levi Strauss also stated that it had scheduled a *face-to-face* meeting with the factory management within a few months to improve “*respect for labor rights and working conditions*” at the Factory.
115. Since that date, however, Levi Strauss has provided no further communication, submitted no reports on the promised visits, and taken no concrete measures to reinstate or compensate the dismissed workers. For the dismissed workers, nothing has changed.

³⁹ CCC does not have this correspondence at its disposal. It therefore submitted a request for information to Levi Strauss, which Levi Strauss did not comply with.

⁴⁰ CCC does not have this correspondence at its disposal. It therefore submitted a request for information to Levi Strauss, which Levi Strauss did not comply with.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

5.2.6 The current situation

116. To this day, the situation surrounding the Factory has not been properly resolved. For instance, under Turkish law, all dismissed workers from Özak Tekstil/Kübrateks are entitled to one year's salary as *union compensation* for their dismissal. They have still not received this. A settlement has since been reached with some of the Factory's employees. These settlements were reached under significant pressure from Özak Tekstil/Kübrateks and entail the former employees waiving a portion of the compensation to which they are entitled.
117. In addition, the approximately twenty former employees who have not received a settlement offer from the Factory are still awaiting their regular severance pay. The dismissals of several of these employees are the subject of ongoing legal proceedings in Turkey. CCC understands that no final decision has yet been reached on this matter.
118. Meanwhile, the situation at the Factory appears to have improved in no way. The Factory still seems to be exerting significant pressure on its employees not to join BİRTEK-SEN. As far as CCC is aware, few to no improvements have been made regarding working conditions.

5.2.7 Other abuses in the Levi Strauss supply chain

119. From the foregoing, it is clear that certain abuses have occurred in Levi Strauss's supply chain, and that the company has not taken action against them—regardless of its acknowledgment that such abuses exist. This is not the only time Levi Strauss has faced criticism regarding the protection of workers in its supply chain. For example, a company profile from the Business and Human Rights Resource Center indicates that labor rights issues frequently arise, for instance in Lesotho, Taiwan, and Poland.⁴¹

5.3 Each of the Individual Consumers has purchased clothing from Levi Strauss

120. Between March 23, 2024, and March 13, 2025, each of the Individual Consumers, acting as consumers, purchased clothing from Levi Strauss.
121. Each of the Individual Consumers made these purchases based on the information provided to them regarding the main characteristics of Levi Strauss's products: the Statements. In that context, they provided statements regarding the reason for their purchases from Levi Strauss.

⁴¹ www.business-humanrights.org/en/companies/levi-strauss/ (last accessed April 20, 2026).

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

5.4 Correspondence between Levi Strauss and the Plaintiffs

122. On Tuesday, January 20, 2026, CCC sent a cease-and-desist letter to Levi Strauss. In the letter, CCC demanded that Levi Strauss cease and desist from the Statements within fourteen days and publish a correction. It also requested that Levi Strauss bring its actual practices into alignment with the promises it makes to Dutch consumers.
123. On March 3, 2026, Levi Strauss responded to CCC's demand letter.
124. The discussions between Levi Strauss and CCC did not lead to a satisfactory outcome for CCC.

5.5 Current Statements on the Levi Strauss website

125. Even after making changes to its website, Levi Strauss continues to make a number of statements to Dutch consumers regarding the ethical nature of its clothing brand. The statements referred to in this Section 5.5 are referred to as the **Current Statements** and, together with the Statements, as the **(Current) Statements**.
126. For example, the logo as shown in paragraph 50 of this summons remains on its website to this day.⁴² It states:
- "At Levi Strauss & Co., we have always believed that what we do is just as important as what we make. From the very beginning, Levi Strauss set that standard."*
127. Levi Strauss also refers twice on this webpage to the global Levi Strauss website.⁴³
128. Furthermore, on the Dutch webpage "*The Real Price of Fashion*" (⁴⁴), Levi Strauss writes the following:⁴⁵

⁴² https://www.levi.com/NL/nl_NL/features/our-values

⁴³ Under the heading "Learn more" at the Levi Strauss Foundation and the Red Tab Foundation. See https://www.levi.com/NL/nl_NL/features/our-values

⁴⁴ https://www.levi.com/NL/nl_NL/features/transparency?srsId=AfmBOopRawldGPhQtTK73CRP4deTcJ91Rahpj4t9wf_MM_Ay0YzJizAw

⁴⁵ This statement is not new, but is included in this section of the summons for the sake of clarity, as it has not been removed.

"But you won't hear us say that brands should stop producing clothing, or that they should stop making clothes altogether. What we're saying is that brands have a responsibility to think more deeply about how and what they produce. At the same time, consumers have a responsibility to think more often about how and what they buy.

We make clothing, so our footprint will never be zero. That is the reality we must face, but it will never stop us from doing everything we can to cause as little harm as possible. As a company with a global supply chain, we must be accountable to the people who wear our clothing with love, the communities where they live, and the resources this planet provides us—resources we must all share. We take that responsibility seriously, which is why we are committed to continuous improvement and self-assessment, so that we can be sure we are delivering top-quality products that people love, while leaving as small a footprint as possible."

"WORK IN PROGRESS

Every step of our process is important, and our production methods are no exception. Based on data collection and innovation, we are constantly transforming every aspect of our production process.

Labor Standards: Our Terms of Engagement ensure that all factories we work with comply with ethical labor standards. Employee well-being: in collaboration with suppliers and local organizations, we develop programs focused on financial self-sufficiency, health, equality, and acceptance. Before these programs are implemented, L&SCo. suppliers first conduct a survey among factory workers to hear directly from them what their needs are. Once those needs have been identified, L&SCo. and its suppliers form partnerships with local and national NGOs and professional organizations to implement programs that truly meet the needs of the workers."

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

Maar je hoort ons niet zeggen dat merken moeten stoppen met het produceren van kleding, of dat jij geen kleding meer moet kopen. Wat we willen zeggen, is dat merken een verantwoordelijkheid hebben om dieper na te denken over hoe en wat ze produceren. Tegelijkertijd hebben consumenten de verantwoordelijkheid om vaker stil te staan bij hoe en wat ze kopen.

Wij maken kleding, dus onze voetafdruk zal nooit nul zijn. Dat is de realiteit die we onder ogen moeten zien, maar dat zal ons er nooit van weerhouden om er alles aan te doen om zo weinig mogelijk schade te berokkenen. Als bedrijf met een wereldwijde toeleveringsketen, moeten we verantwoording kunnen afleggen aan de mensen die onze kleding met liefde dragen, de werknemers die de kleding maken, de gemeenschappen waar zij in leven, en voor de grondstoffen die deze planeet ons biedt, die we allemaal moeten delen. Wij nemen die verantwoordelijkheid serieus en daarom zetten wij in op voortdurende ontwikkeling en zelfbeoordeling, zodat wij er zeker van kunnen zijn dat we producten van topkwaliteit leveren waar mensen van houden, en tegelijkertijd zo weinig mogelijk sporen achterlaten.

WERK IN UITVOERING

Iedere stap van ons proces is belangrijk en onze productiemethoden zijn daarop geen uitzondering. Op basis van gegevensverzameling en innovatie transformeren we voortdurend ieder aspect van ons productieproces.

•Arbeidsnormen: onze samenwerkingsvoorwaarden (Terms of Engagement) verzekeren dat alle fabrieken waar we mee werken, voldoen aan ethische arbeidsnormen.

•Welzijn van werknemers: in samenwerking met leveranciers en lokale organisaties stellen we programma's samen gericht op financiële zelfredzaamheid, gezondheid, gelijkwaardigheid en acceptatie. Voordat deze programma's worden ingevoerd, houden de leveranciers van LS&Co. eerst een enquête onder de fabrieksarbeiders om rechtstreeks van hen te horen waar ze behoefte aan hebben. Zodra die behoeften in kaart zijn gebracht, sluiten LS&Co. en zijn leveranciers samenwerkingsverbanden met lokale en nationale non-profitorganisaties en ngo's om programma's in te voeren die daadwerkelijk aan de behoeften van de werknemers voldoen.

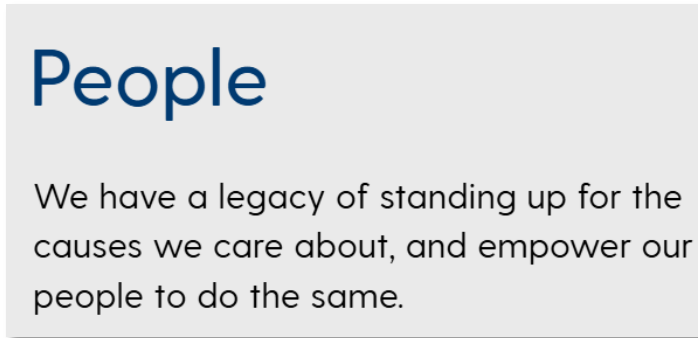
129. On this global website, under “Social Impact,” the following statement also appears:⁴⁶

We put our profits, people and products to work in more than 100 countries to champion equality, support vulnerable communities and build a more sustainable future for our planet. Our values – empathy, originality, integrity and courage – guide our decision-making and actions.

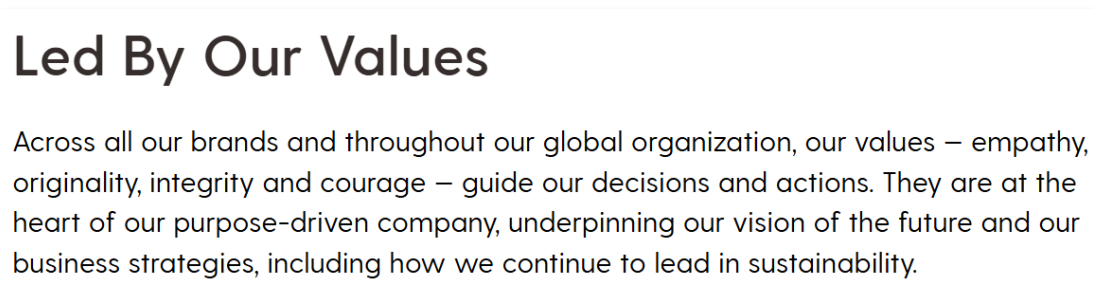
⁴⁶ <https://www.levistrauss.com/values-in-action/social-impact/>

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

130. When a consumer then clicks on the “Worker Well-being” link, they are directed to Levi Strauss’s global page. Specifically, the consumer is redirected to “*Worker Well-being: Surpassing 2020 Targets and Deepening Our Impact*.”⁴⁷
131. Anyone who is redirected to Levi Strauss’s global website via the links on the Dutch website will find various ethical claims there. For example, Levi Strauss states on the *Social Impact* page.⁴⁸



132. Under *Governance*, Levi Strauss states the following on the global page “*Commitment to ethics and transparency*”⁴⁹ :



133. Furthermore, many of the Statements mentioned in paragraph 5.1 of the summons remain unchanged on Levi Strauss’s global website. This specifically concerns the Statements as set forth in footnotes 59, 60, and 62 through 66 of this summons.⁵⁰ The remaining Statements and documents as set forth in paragraph 5.1.3 of this complaint are no longer visible on Levi Strauss’s global website.

6. CLAIMS PART 1: DECLARATIONS OF LAW AND INJUNCTIONS/PROHIBITIONS

6.1 Introduction

134. As explained above, Levi Strauss makes various statements regarding the ethical and social aspects of its business operations and those of its suppliers (the (Current) Statements). These (Current) Statements do not correspond to reality. In this proceeding, Plaintiffs request from your Court, in short:
- i. a declaration that the (Current) Statements and similar statements constitute misleading advertising within the meaning of Section 6.3.3A DCC;

⁴⁷ <https://www.levistrauss.com/2020/01/08/worker-well-being-surpassing-2020-targets-and-deepening-our-impact/>

⁴⁸ <https://www.levistrauss.com/values-in-action/social-impact/>

⁴⁹ <https://www.levistrauss.com/sustainability-report/governance/>

⁵⁰ Referred to in the Annex as “Advertisement”

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

- ii. an injunction against making the (Current) Statements and similar statements in the future, unless Levi Strauss can convincingly prove the accuracy of these Statements; and
 - iii. a correction of the (Current) Statements by Levi Strauss,
- in each case subject to a penalty payment.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

6.2 The OHP Act applies to the (Current) Statements

135. Levi Strauss's (Current) Statements fall within the scope of Section 6.3.3A DCC, i.e., the Unfair Commercial Practices Act and Directive.
136. The advertising law under the OHP Act applies, pursuant to Article 6:193b DCC, among other things, to commercial practices of a trader toward a consumer. Section 6.3.3A DCC is a national implementation of the OHP Directive.⁵¹ The provisions of the OHP Act are therefore interpreted in light of the OHP Directive, and the European Commission's guidelines (the **EC Guidelines**) are also relevant to the interpretation of the OHP Act.⁵²
137. Article 6:193a(1)(b) provides that the term "trader" within the meaning of the OHP Act refers to "a natural person or legal entity acting in the course of a profession or business, or a person acting on their behalf." Given its commercial sales activities, Levi Strauss falls under this legal definition and is therefore a trader.
138. Pursuant to Article 6:193a(1)(d) DCC, the term "commercial practices" under the OHP Act is to be understood as:
- "any act, omission, conduct, representation, or commercial communication, including advertising and marketing, by a trader, that is directly related to the promotion, sale, or supply of a product to consumers."*
139. The term "commercial practices" is interpreted broadly and encompasses more than just product advertising. According to established case law of the Court of Justice of the European Union (**CJEU**), the decisive factor is whether a statement forms part of a company's commercial strategy.⁵³ Customer service communications, image campaigns, and (I)CSR statements also fall under this definition. Commercial practices may therefore also include ethical claims, social ambitions, and statements in traders' codes of conduct.
140. Levi Strauss's Statements can thus be defined as a commercial practice, or a form of advertising. The Statements that Levi Strauss makes on its global website are also related to the promotion of sales to Dutch consumers. After all, Levi Strauss links from its Dutch consumer site to the global webpages and these Statements. This means the advertising is disseminated via media targeting the Netherlands, namely the Dutch webpage of <http://www.levis.com>, which, according to that website, is hosted by Levi Strauss Belgium.
141. The OHP Act primarily protects the interests of consumers. Plaintiffs are acting on behalf of the interests of consumers as referred to in Article 6:193a(1)(a) DCC. In doing so, they are defending interests protected by Section 6.3.3A DCC. The admissibility of the Plaintiffs has already been explained in Chapter 4 of this summons.

6.3 The content of the obligations under the OHP Act

142. Article 6:193b(1) DCC provides that a commercial practice is unfair if it (i) is contrary to the requirements of professional diligence and (ii) significantly impairs or is likely to significantly

⁵¹ Directive 2005/29/EC of the European Parliament and of the Council of May 11, 2005, concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC, and 2002/65/EC of the European Parliament and of the Council, and of Regulation (EC) No. 2006/2004 of the European Parliament and of the Council ("Unfair Commercial Practices Directive").

⁵² Guidelines on the interpretation and application of Directive 2005/29/EC of the European Parliament and of the Council concerning unfair business-to-consumer commercial practices in the internal market, December 29, 2021, OJ EU 2021/C 526/01.

⁵³ ECJ 14 January 2010, NJ 2010/268, commentary by M.R. Mok; BIE 2010/41, commentary by C.J.J.C. van Nispen; IER 2010/42, commentary by P.G.F.A. Geerts; ECJ November 9, 2010, NJ 2011/54; BIE 2011/15.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

impair the average consumer's ability to make an informed decision. Misleading and aggressive commercial practices are particularly unfair (paragraph 3).

143. Plaintiffs further argue that, pursuant to Article 6:193j(1) DCC, the burden of proof regarding the accuracy and completeness of the Statements in advertising claims lies with Levi Strauss. It must therefore demonstrate that the Statements are accurate and complete. This burden of proof becomes heavier the more absolutely the claims are formulated.
144. Specifically for sustainability claims, the Sustainability Claims Guidelines⁵⁴ issued by the Netherlands Authority for Consumers and Markets (**ACM**) (the **Guidelines**) are of great importance in interpreting the Unfair Commercial Practices Act. The ACM has also reminded many market players of their responsibilities through so-called sector letters.⁵⁵ In the apparel industry, this has led to commitment decisions regarding, among others, H&M, in which H&M committed to making a donation to a charity.⁵⁶
145. The term "sustainability claims" is an umbrella term that also encompasses social claims:⁵⁷

"claims that give the impression that the manufacture of a product or a company's activities comply with certain ethical standards, for example regarding general working conditions, animal welfare, and/or corporate social responsibility."

146. The Guidelines thus cover more than what are also known as *greenwashing* claims. They also include *social washing*. This definition is also included in the Advertising Code Committee's Code for Sustainability Advertising, where it is referred to as an ethical claim.

147. The EC Guidelines note the following regarding ethical claims:⁵⁸

"Traders must also exercise caution when making ethical claims and claims regarding corporate social responsibility, which may relate to various aspects of the traders' practices, for example in the areas of working conditions, animal welfare, charitable contributions, etc. Corporate social responsibility involves companies taking responsibility for their impact on society by integrating attention to consumer interests and social, ethical, and environmental issues into their business activities and core strategy.

Claims regarding such aspects have become a marketing tool used in response to growing consumer concern about whether traders comply with ethical and social standards. Such claims may influence a consumer's decision regarding a transaction when choosing between two competing products of equal quality and price. For this reason, they may be considered "directly related to the promotion, sale, or supply of a product" and thus qualify as a commercial practice within the meaning of the Unfair Commercial Practices Directive. Due to the significant similarities between ethical claims/claims regarding corporate social responsibility and environmental claims, the core principles applicable to environmental claims may also apply to ethical claims and claims regarding corporate social responsibility."

⁵⁴ <https://www.acm.nl/system/files/documents/acm-leidraad-duurzaamheidsclaims-versie-2.pdf>

⁵⁵ ACM, Sector Letter on Sustainability Claims in the Apparel Industry, April 30, 2021; see <https://www.acm.nl/sites/default/files/documents/sectorbrief-kleding-duurzaamheidsclaims.pdf> (last accessed April 20, 2026).

⁵⁶ ACM Decision ACM/UIT/582443 in Case ACM/22/179209 of August 29, 2022; see <https://www.acm.nl/system/files/documents/toezeggingsbesluit-hm.pdf> (last accessed April 20, 2026).

⁵⁷ Guidance, p. 7.

⁵⁸ EC Guidelines, p. 29.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

148. The Guidelines state, among other things, on p. 9:

“Be aware of the overall impression your claim creates through the combination of words and imagery. When formulating your sustainability claim, pay attention to the combination of words, the imagery, and the specific colors you use. This overall impression must not create higher expectations among consumers regarding your product and its sustainability benefits than you can deliver.”

Example: Laser Printer

An electronics store uses an image in an advertisement of a laser printer in a bird’s nest, balanced on a tree branch, surrounded by a dense forest. In green letters, the electronics store says: Buy our printer. Make a difference.

Explanation of the example

Although the advertisement does not explicitly claim that the product has environmental benefits, the images, in combination with the text, create the expectation that the product has significant environmental benefits.

Research shows that the electronics store has no evidence to demonstrate that the printer has little or no negative impact on the environment. The advertisement is therefore misleading in this case. The electronics store can avoid misleading consumers by not making these visual and textual claims.” [emphasis added]

149. The Guidelines also state on p. 11:

“The use of general or absolute terms is misleading in many cases. A general or absolute claim gives consumers the impression that a product as a whole has (significant) sustainability benefits or has no negative effect on people, animals, and the environment. General and absolute claims quickly lead to confusion about the specific sustainability benefits of the product. The burden of proof is high for such claims (see also rule of thumb 2). (...) Note! Terms such as “conscious” and “responsible” are vague and ambiguous because they can refer to a wide range of topics. In addition to the environment, people, or animals, these terms can also refer to economic or social conditions, for example. Even when these terms are specified, they can be misleading. When using vague and ambiguous terms, the clarification must be sufficiently detailed so that the claim can be interpreted exclusively in the manner intended by the company.” [emphasis added]

150. And on p. 13, the Guidelines state:

“What is not allowed?”

X Do not use jargon or difficult words.

X Do not use claims that can have different meanings. This is because consumers can easily be misled by them.

Examples of such claims include ‘conscious’ and ‘responsible.’” [emphasis added]

151. In short: retailers such as Levi Strauss must be careful with ethical/social sustainability claims.

6.4 Application to (Current) Levi Strauss Statements

152. In the present case, there are misleading (and thus unfair) commercial practices as referred to in Article 6:193c DCC. The plaintiffs argue, in short, that:

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

- i. Levi Strauss (a) has provided incorrect or unclear information about the characteristics of its products through its statements and (b) fails to comply with the specific and identifiable obligations set forth in its own codes of conduct, even though it states that it is bound by those codes of conduct, thereby acting in violation of Article 6:193c(1), preamble and subparagraph (b), DCC;
 - ii. Insofar as there is no violation of Article 6:193c(1)(b) DCC, the (Current) Statements still qualify as an unfair commercial practice within the meaning of Article 6:193b(2) DCC; and
 - iii. The average consumer, as a result of the (Current) Statements, makes or may make a decision regarding a contract that he would not otherwise have made.
153. Levi Strauss's Statements are misleading both in their overall context and as individual Statements, and are therefore unlawful toward consumers. For the sake of clarity, Plaintiffs structure their argument as follows.
- i. In this section 6.4, the Plaintiffs outline the general misleading impression that the Statements convey to consumers, in order to demonstrate their interconnection.
 - ii. In the Annex, which forms an integral part of this summons, the Plaintiffs address the individual Statements.

6.4.1 The (Current) Statements are false

154. Levi Strauss misleads consumers about the key characteristics of its goods by using claims such as *"We've always stood up for what's right,"* that *"workers are protected at every step of the supply chain,"* *"Our initiative for worker well-being goes beyond protecting our workers' rights in the workplace,"* and *"responsibly made."* By making the (Current) Statements, Levi Strauss has created a false impression of how it treats the people working in its supply chain.
155. Several (Current) Statements are included in Levi Strauss's own codes of conduct. In particular, the *Sustainability Guidebook*, the *Supplier Code of Conduct*, the *Worldwide Code of Business Conduct*, and the *Global Sourcing and Operating Guidelines* apply. Levi Strauss states that it acts in accordance with its own codes of conduct.⁵⁹
156. However, Levi Strauss does not comply with the (specific and identifiable) obligations set forth in these codes of conduct. For example, Levi Strauss is supposed to work only with suppliers who respect the right to organize and who comply with the applicable legal obligations.
157. In particular, Levi Strauss is said to maintain a *"zero-tolerance"* policy regarding labor rights violations by suppliers. Based on that policy, Levi Strauss should have terminated its relationship with the Factory, or at the very least ensured effective *remediation* of the violations of the right to freedom of association and the right to organize, as well as the dismissals. Ultimately, it did not do so.
158. Through its (Current) Statements, Levi Strauss has for years given the impression that its products are manufactured under good working conditions, and that Levi Strauss does everything in its power to protect the rights of its employees and prevent abuses. It goes to great

⁵⁹ See, e.g., page 1 of the Supplier Code of Conduct: *"The Supplier Code of Conduct applies to all LS&CO. sourcing and procurement, including all suppliers of goods or services, including every factory, subcontractor, licensee, agent, or affiliate that manufactures or finishes products for LS&CO or from whom LS&CO procures goods and services for its own use (collectively referred to as 'Suppliers')."* These words show that the code of conduct applies to both Levi Strauss itself and its suppliers.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

lengths to do so, having established strict rules for itself and its suppliers—with a “zero-tolerance” policy—which it also actively communicates to the public.

159. However, in the present case, these (Current) Statements are contrary to reality and therefore false.
160. This is evident from the factual background as already discussed in Chapter 5 of this summons, in which it is particularly relevant that:
- i. working conditions at the Factory are cause for concern, and the justified complaints regarding this have not been taken seriously by Öİİ and Özak Global;
 - ii. the right to association and the freedom of association of the Factory’s employees have been grossly violated;
 - iii. physical and mental threats were used in this context, and physical violence even occurred;
 - iv. approximately 400 employees were unlawfully dismissed by the Factory because they exercised their right to strike and association;
 - v. the Factory and Özak Global, in violation of their legal obligation, have failed to provide financial compensation to the former employees for these dismissals;
 - vi. Levi Strauss has been aware of this since December 2023 and has indicated that the events at the Factory constitute ZTVs under its *Supplier Code of Conduct*;
 - vii. Levi Strauss has refused to take any action regarding these violations and refuses to protect the labor and human rights of the former employees or to provide financial compensation for them itself; and
 - viii. That Levi Strauss has thereby acted in violation of its own *Sustainability Guidebook* and *Supplier Code of Conduct*.
161. Levi Strauss also makes various (current) statements implying that it does more—or at least goes further—than simply protecting workers’ rights in the supply chain. It claims to be committed to protecting every person in its supply chain and improving their well-being. These are sweeping claims that are false. After all, the four hundred workers who were wrongfully dismissed after their labor rights were systematically violated did not receive any protection from Levi Strauss. The same applies to the loss of income, which has a major impact on the families of these former employees. All of this is even more distressing now that the situation in Turkey has become critical following a natural disaster—the 7.8 magnitude earthquake on the Richter scale—which has also been widely reported in the news in the Netherlands at . It has become virtually impossible for the workers to provide for their families. There is therefore no question of any commitment on the part of Levi Strauss.
162. Although the burden of proof regarding the accuracy and completeness of the information provided lies with Levi Strauss, it is evident that the company cannot substantiate that:
- i. it protects all individuals in its supply chain;
 - ii. it works only with suppliers who, among other things, respect and protect the right to organize;
 - iii. it always does what is right; and
 - iv. it works with partners who adhere to ethical standards compatible with those of Levi Strauss in all their activities.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

163. As stated, the burden of proof in this context is heavy, given the absolute nature of Levi Strauss's (Current) Statements.

164. For a schematic overview of the (Current) Statements and their factual inaccuracies, please refer to the Annex, which is an integral part of this summons.

6.4.2 The (Current) Statements are vague and ambiguous

165. To the extent that the (Current) Statements are not inaccurate, they are at least vague and ambiguous and do not meet the legal requirements, as further clarified in the ACM Guidelines on Sustainability Advertising.

166. Some examples of the vague wording used by Levi Strauss are as follows:

"We pride ourselves on doing what's right"

"We are committed to the highest level of responsible business practice"

"We stay true to our values by acting with integrity and being socially responsible"

"We are committed to protecting our employees"

"Responsibly made"

167. As the ACM also emphasizes in its Sustainability Claims Guidelines, it is not clear to consumers what such terms mean. The burden of proof for such claims is therefore very high. Furthermore, the (Current) Statements must be sufficiently nuanced so that they can be interpreted exclusively in the manner intended by the company. However, such nuance is absent in the case of the aforementioned (Current) Statements. Terms such as *"right"* and *"responsible"* are, in any case, vague and ambiguous and are usually misleading even when used with nuance.

168. For a schematic overview of the (Current) Statements and their vague or ambiguous nature, please refer to the Annex, which forms an integral part of this summons.

6.4.3 Misleading imagery

169. Levi Strauss also uses visual material that gives it a (much) more activist and ethical image than is actually the case.

170. A glaring example is the use of the photo of activists on the Berlin Wall, combined with the text *"we've always stood up for what's right."* The protests in Berlin are of great historical value. By using such emotionally charged imagery, Levi Strauss raises high expectations—expectations it fails to meet.

171. In this context, it is particularly painful that it is precisely human rights—such as the right to demonstrate and the right to association—that have been seriously violated within the Levi Strauss supply chain, and that Levi Strauss has been unwilling to take strong action against this. While Levi Strauss gives the impression that it consistently stands up for what is right and reinforces that message with imagery, in reality there is no serious commitment to protecting fundamental rights such as the right to association or the right to demonstrate.

6.4.4 Economic influence

172. It is plausible that the average consumer could be led to make a decision regarding the purchase of Levi Strauss products that he or she would not have made had the facts been accurately presented. This applies both to the misleading (Current) Statements made by Levi Strauss and to its failure to comply with the obligations set forth in the codes of conduct it has established.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

173. The EC Guidelines provide the following guidance:⁶⁰

“Under the Unfair Commercial Practices Directive, it is not necessary to demonstrate that the consumer’s economic behavior (i.e., their decision regarding a transaction) has actually been distorted. It is sufficient to assess whether a commercial practice is “likely” to have such an effect on the average consumer (i.e., could have). National enforcement authorities must therefore examine the facts and circumstances of the individual case (i.e., in concreto), but also assess the “likelihood” of the effect of that practice on the average consumer’s decision regarding a transaction (i.e., in abstracto).”

174. Both tests are satisfied.

175. According to established case law, the “average consumer” is defined as a reasonably well-informed, observant, and circumspect consumer, taking into account social, cultural, and linguistic factors. This consumer may be expected to examine the information provided by the trader and, if necessary, seek additional information, with the ability to process different sources depending on the circumstances of the case.⁶¹

176. Based on the (Current) Statements, the average consumer may assume that they are purchasing a product that meets the promises made by Levi Strauss as described therein. For consumers, this can logically make a difference in their decision to purchase a product.

177. These days, consumers want to be informed about the ethical aspects associated with the products they buy. That is also why the ACM has formulated rules specifically for sustainability claims, such as the (Current) Statements.

178. The average consumer is consciously concerned with issues such as human rights violations in the *fast fashion* supply chain, and the desire to make better choices in this regard increasingly plays a role in the decision to buy or not buy a particular product.⁶² It is therefore highly conceivable that the average consumer allows the image he has of Levi Strauss as a result of the statements to influence his decision on whether or not to purchase Levi Strauss products.

179. Influence is also present in this specific case. See, for example, the statements of the Individual Consumers.

6.4.5 Defendants are responsible for the (Current) Statements they make about their products, or at least those to which they refer

180. To the extent that the Defendants seek to hide behind the argument that, as Belgian and Dutch entities within a large international group, they cannot exert a decisive influence on Levi Strauss’s corporate policy, or that part of the (Current) Statements originate from Levi Strauss’s global website, this argument cannot succeed.

181. First of all: to the extent that the (Current) Statements are not made by the Defendants themselves or fall within their sphere of risk, they are attributable to them.

182. The Defendants themselves state that they are responsible for commercial activities in Europe (Levi Strauss Belgium) and the Netherlands (Levi Strauss Netherlands). They conduct

⁶⁰ EC Guidelines, p. 32.

⁶¹ CJEU, November 14, 2024, No. C-646/22, para. 18.

⁶² See Amsterdam District Court, March 20, 2024, ECLI:NL:RBAMS:2024:1512, para. 4.22. See also the Capgemini Research Institute report, “How sustainability is fundamentally changing consumer preferences,” available at https://www.capgemini.com/wp-content/uploads/2020/07/20-06_9880_Sustainability-in-CPR_Final_Web-1.pdf (last accessed April 20, 2026).

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

marketing in which they actively position clothing and related products as sustainable, ethically, and socially responsibly produced.

183. A statement is misleading if, due to its content, presentation, or wording, it creates a false impression regarding the characteristics of a product or service, including its composition, origin, method of manufacture, or environmental impact. That misleading impression need not result from intent and does not require determining which party is responsible for the creation of the false statements. The mere existence of a misleading impression is sufficient to establish liability.
184. The defendants therefore bear independent responsibility and the associated liability for the non-deceptive nature of the (Current) Statements.
185. Furthermore, Levi Strauss Belgium is the entity named on the Dutch-language website of Levi Strauss (namely levi.com/NL/nl_NL/). The Defendants also choose to link to the global website. They are therefore responsible for providing their clients with accurate information. The fact that they use suppliers or entities that are part of the same group to implement this policy does not diminish that responsibility.
186. To the extent that the (Current) Statements were not made by the Defendants themselves, they are deemed to constitute their conduct in the public sphere and are therefore attributable to them.⁶³ Any other approach would also allow a group such as Levi Strauss to hide behind the structure established by group management. There is no legal basis for such an outcome.
187. Second: if the Defendants themselves cannot exert influence over the group's suppliers, they must exercise *extra* caution in disseminating the (Current) Statements.
188. Furthermore, the argument that Levi Strauss has no influence over working conditions or production conditions in its supply chain fails to recognize the nature of the unlawful conduct. After all, this case is not primarily about whether Levi Strauss actually *controls* working conditions, but about whether the (Current) Statements that the Defendants made public accurately reflect reality. The statements originate from Levi Strauss itself; at the very least, it refers to these (Current) Statements. Consequently, the (Current) Statements qualify as having been made public by the Defendants.⁶⁴ Consequently, they are responsible for the unlawful nature of the claim. This also applies if the conduct takes place elsewhere in the supply chain.
189. The fact that the (Current) Statements originate in part from or relate in part to actions of other group entities, including the U.S. parent company Levi Strauss & Co, does not absolve the Defendants of responsibility *and* liability. In fact, the Defendants should know better than to use (Current) Statements over which they apparently have no influence whatsoever.⁶⁵

6.4.6 Modifications to the (Current) Statements do not remedy the unlawful situation for the past or the present

⁶³ Cf. Supreme Court 6 April 1979, ECLI:NL:HR:1979:AH8595, NJ 1980, 34 with note by C.J.H. Brunner (*Babbel Preschool*).

⁶⁴ Asser Contract Law/C.H. Sieburgh, Part 6-IV. The Obligation Arising from the Law, Deventer: Wolters Kluwer 2023, no. 316, GS Tort, Art. 6:194 BW, note 3.1 (C.J.J.C. van Nispen), GS Tort, and Art. 6:194a BW, note 9 (C.J.J.C. van Nispen), T&C Civil Code, Art. 6:194 BW, note 3 (G.H. Lankhorst) and C.J.J.C. van Nispen, J.L.R.A. Huydecoper & T. Cohen Jehoram, Industrial Property. Part 3. Forms, Names, and Advertising, Deventer: Kluwer 2012, para. 5.3.2.6. Compare D.W.F. Verkade, Misleading (B2B) Advertising and Comparative Advertising (Mon. BW B49b), Deventer: Wolters Kluwer 2019, nos. 2.22–2.24, 2.27. See also Supreme Court 17 December 2010, ECLI:NL:HR:2010:BO1979, NJ 2011/8, JOR 2011/53 with commentary by J.B.S. Hijink and Ondernemingsrecht 2011/41 with commentary by M.A. Verbrugh ([...]/TMF), para. 4.2.

⁶⁵ See also PHR September 12, 2025, para. 4.15.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

190. To the extent that Levi Strauss has argued or will argue that the claims at issue are no longer relevant because it has removed certain Statements from its website or other public communications, this defense also fails.
191. First, the removal of an unlawful statement does not retroactively nullify the unlawfulness of that statement. The statements in question have been public for years and have had an effect on consumers. The economic behavior of Dutch consumers has already been noticeably influenced, such that they have made or could have made decisions regarding economic transactions that they would *not* have made had they been based on accurate information. Furthermore, the Individual Consumers, like many other consumers, have already entered into actual purchase agreements with the Defendants under incorrect assumptions, always based on the image that Levi Strauss has created of itself. The unlawful conduct is thus already complete.
192. Second, Levi Strauss has at no time rectified the removed Statements. Rectification is an essential requirement for undoing the consequences of misleading advertising. The mere tacit removal of *content* is insufficient for this purpose. After all, consumers who made purchases or developed a preference for the brand under the influence of the misleading Statements have not been reached or informed by the removal. The average consumer still carries with them the (but unjustified) image created by the Defendants of a socially and ethically responsible Levi Strauss. If the Defendants could get away with silently removing misleading Statements as soon as they are called out on them, they would, on balance, benefit from the unlawful situation they have created.
193. Third, there is an independent interest in seeking a court injunction and an order for rectification. This is already the case given the need to prevent a recurrence. Since Levi Strauss has not publicly acknowledged the misleading nature of its Statements in any way, there is no guarantee whatsoever that similar statements will not be made again. Furthermore, it continues to feature certain (Current) Statements on its websites that are comparable to the (Current) Statements at issue in this proceeding. The threat of recurrence is therefore anything but imaginary. This is all the more true given Levi Strauss's commercial interest in projecting a sustainable and ethical image.
194. Fourth, Levi Strauss continues to use a number of the misleading (Current) Statements that are central to this complaint. This has already been explained in paragraphs 5.4 and 5.5 of this complaint.
195. Even after the website(s) have been modified, the Plaintiffs' claims remain fully valid. Finally, the Plaintiffs note that the fact that Levi Strauss itself has begun removing the Statements precisely illustrates that it, too, recognizes the untenability of its communication. The claim that the information is "outdated" demonstrates that Levi Strauss knows its communication was incorrect. At the same time, it continues unabated to disseminate the misleading Current Statements.

6.4.7 Interim Conclusion

196. It follows from the foregoing that there has been a violation of Article 6:193c(1), preamble and subparagraph (b), DCC.
197. The foregoing also leads to the conclusions that (i) Levi Strauss is acting in violation of the requirements of professional diligence and (ii) the commercial practice has an economic impact on the average consumer. Thus, there is a violation of Article 6:193b(2) DCC.

6.5 Claims

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

6.5.1 Declaratory judgment and injunction

198. The Plaintiffs first seek a declaratory judgment that the (Current) Statements qualify as unfair commercial practices and constitute unlawful conduct toward, at a minimum, Dutch consumers.
199. The Plaintiffs also seek an injunction prohibiting the use of the (Current) Statements and similar statements in the future. This injunction must apply to both the online (Current) Statements and the Statements printed on the labels of Levi Strauss products, so that the misleading commercial practices are effectively ceased.
200. Given the nature of Levi Strauss's documents and the multitude of misleading statements it has made in this area, a recurrence is reasonably foreseeable. Therefore, the Plaintiffs deem it necessary to also seek an injunction against all advertising statements containing wording comparable to the (Current) Statements. Only in this way can it be prevented that consumers are misled again in the future.
201. Furthermore, Levi Strauss continues to use misleading advertising statements, albeit in a partially modified form. This has already been explained in paragraph 5.5 of this summons. With these statements, Levi Strauss continues to present itself as having an ethical and social character that it cannot live up to. It is therefore to be expected that in the future it will make misleading statements similar to the (Current) Statements even more frequently. The Plaintiffs therefore have an interest in the requested injunction for the future.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

6.5.2 Rectification

202. The plaintiffs also seek rectification of the (Current) Statements pursuant to Article 6:167 DCC.
203. The plaintiffs have an interest in a rectification because the (Current) Statements, made on various web pages and in Levi Strauss stores, are misleading to the average consumer and may permanently influence consumers' decisions regarding Levi Strauss products. Levi Strauss has wrongfully presented itself as having an ethical image. It is appropriate for Levi Strauss to correct this impression. The public must know that the (Current) Statements are misleading, so that consumers are better informed in the future about the characteristics of Levi Strauss products.
204. A correction must be timely and of sufficient scope to undo the deception. Furthermore, online corrections must be posted on the same channels where the allegations were made. Since the (Current) Statements are numerous and have appeared on various Levi Strauss webpages and in its stores, the Plaintiffs demand that Levi Strauss place the correction at the top of its homepage and on all pages where it has made a misleading (Current) Statement.
205. Given the long-standing nature of Levi Strauss's (Current) Statements, it must leave the correction in place for at least 120 days. To prevent Levi Strauss from undermining the message of the correction, the Plaintiffs demand that Levi Strauss include the correction without any additional text.

6.5.3 Provision of Information by Levi Strauss

206. The Plaintiffs also demand, pursuant to Article 3:296 DCC in conjunction with Article 6:162 DCC, that Levi Strauss provide further information to its consumers. With this claim, the Plaintiffs seek to rectify the misleading image created by Levi Strauss itself, and thereby the unlawful situation that has arisen.
207. For a considerable period, Levi Strauss has wrongfully presented itself as a company with an ethically responsible supply chain by making misleading statements about the protection it provides to workers. In doing so, it has wrongfully attributed an ethical character to itself. The unlawful nature of this conduct means that Levi Strauss can be expected to actively correct this image.
208. The false image that Levi Strauss has created can only be rectified by providing transparent and complete information regarding the Factory. Moreover, Levi Strauss owes this to its consumers, precisely because it wrongfully omitted this information in its previous statements.
209. By requiring Levi Strauss to provide this information to its consumers, the company is effectively obligated to remedy the unlawful situation it has created. In this correction, Levi Strauss must not only acknowledge that it engaged in misleading advertising, but must also provide the context that was missing from its original Statements and clarify the (Current) Statements regarding any ambiguities, double meanings, and vagueness. The Plaintiffs therefore demand that Levi Strauss inform its consumers via its website, at a minimum, of the following:
 - i. The concerns and complaints regarding working conditions at the Factory during the period from February 3, 2023, through June 16, 2025;
 - ii. The nature and severity of the abuses at the Factory, including the reports prepared by the WRC on this matter;
 - iii. The manner in which Levi Strauss has responded to these abuses in the past; and

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

- iv. The manner in which Levi Strauss will address these abuses in the future and what remedial measures it has taken and will take to improve working conditions at the Factory and protect the rights of the (dismissed) employees of the Factory.
210. Given the long-term nature of Levi Strauss's statements, it must also leave this information up for at least 120 days. Furthermore, Levi Strauss may be expected to update the information once it has taken concrete steps.

6.6 Penalty

211. CCC requests that Your Court impose penalty payments for ceasing and refraining from further dissemination of the (Current) Statements, as well as for compliance with the rectification and disclosure obligations. It is important to note that Levi Strauss has demonstrated a lack of willingness to voluntarily accommodate the Plaintiffs. This is evident, among other things, from Levi Strauss's response to the request to cease the misleading statements, as well as from its disappointing responses to the requests from WRC, SOMO, and CCC following the incidents at the Factory. Furthermore, Levi Strauss continues to feature a number of the misleading Statements, as well as new Current Statements, on its websites.
212. In view of the financial benefit Levi Strauss can derive from the misleading publications and its financial capacity, the Plaintiffs see grounds for claiming a penalty of EUR 50,000 per day or part thereof that the violation of the judgment continues.⁶⁶

7. CLAIMS PART 2: CLAIMS BY INDIVIDUAL CONSUMERS

213. CCC's claims are limited to a declaration *that* Levi Strauss acted unlawfully and the associated injunctions and prohibitions.
214. The claims of the Individual Consumers go further. After all, they have suffered damage as a result of purchasing Levi Strauss products, under the assumption that the Statements were not misleading. That damage must be compensated in kind (the primary claim). And if that damage cannot be compensated in kind or in cash, the Individual Consumers wish to have their contracts with Levi Strauss rescinded (the alternative claim).
215. The Individual Consumers (naturally) strongly prefer that the primary claim be granted. After all, the consequence of a rescission would be that, while the consumers would get their money back, they would have to return the Levi Strauss products to Levi Strauss in their current condition. Precisely in a case such as this, involving ESG claims, requiring the return and likely destruction of garments that can still be worn is a socially unjust outcome. The claimed compensation in kind addresses that objection.⁶⁷

7.1 Primary: compensation in kind

216. The Individual Consumers are claiming compensation in kind from Levi Strauss, consisting of Levi Strauss *itself* paying the Turkish workers financial compensation.
217. The following is the rationale for this.
218. It follows from Chapter 6 that Levi Strauss engaged in an unfair commercial practice toward consumers. Each of the Individual Consumers relied on Levi Strauss's Statements when making their purchases, as evidenced by these consumers' statements. Levi Strauss thus acted unlawfully toward the Individual Consumers (Art. 6:193b(1) BW).

⁶⁶ Cf. Amsterdam District Court, December 5, 2018, ECLI:NL:RBAMS:2018:8692.

⁶⁷ In this sense, see also S. De Rey, 'Compensation other than in cash: *cash is not always king*,' *NTBR* 2019/31, p. 202.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

219. Levi Strauss is therefore obligated to compensate the Individual Consumers for their damages (Art. 6:193j(2) DCC). This damage is also attributable to Levi Strauss. It should be noted that Article 11bis of the Unfair Commercial Practices Directive, as implemented by the Modernization Directive, obliges Member States to provide Individual Consumers with “access to proportionate and effective remedies, including compensation for the damage they have suffered.”⁶⁸ It follows that consumers must be assisted by a reduction or reversal of the burden of proof regarding the causal link.⁶⁹ This is also consistent with the approach of Dutch case law, even prior to the introduction of Article 11bis of the OHP Directive. Tigelaar and Pavillon, for example, noted on the basis of extensive case law research: “It is also interesting that in many cases there is a factual presumption of causality.”⁷⁰ They conclude:

“It is generally assumed that Article 6:193j(2) DCC adds nothing in terms of proof of the causal link between an unfair commercial practice and damage, as it contains no presumption, let alone a reversal of the burden of proof in this regard. However, based on the judgments examined, the absence of this provision in paragraph 2 poses a lesser problem in terms of consumer protection than it appears. The finding of an unfair commercial practice and of damage leads to a factual presumption of the existence of a causal link between the two. This link is presumed for the time being. An amendment to paragraph 2 that would also place the burden of proof regarding the causal link on the trader therefore does not appear necessary to ensure the effective operation of the Directive. De facto and jurisprudential presumptions of proof provide sufficient protection.”

220. To determine the damage suffered by each Individual Consumer, a comparison must be made between, on the one hand, the actual situation *involving* the tort and, on the other hand, the hypothetical situation *without* the tort. This involves a special form of damage. The physical product itself has not been affected by the reported problems in the supply chain. There are no holes in the products, and the aforementioned problems do not necessarily result in, for example, faster wear and tear.
221. After all, the issue in the present case is that the purchased products were not manufactured in the manner that Levi Strauss promised, or at least gave the impression of. It therefore concerns problems in the manufacturing process of the Levi Strauss products in question and the failure to properly address them. The physical product purchased by the Individual Consumers thus does not meet Levi Strauss’s promise to the market, including the Individual Consumers.
222. The damage suffered does, *however*, constitute financial loss. The value of the products has decreased, since the product does not live up to its promise. The costs incurred by the consumers in this case can be regarded as expenditures that failed to achieve their intended purpose. The Supreme Court described this damage as follows:⁷¹

“If a person has incurred expenses to obtain an intangible benefit that cannot in itself be valued in monetary terms and has been deprived of this benefit, the following must

⁶⁸ Directive (EU) 2019/2161 of the European Parliament and of the Council of November 27, 2019, amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC, and 2011/83/EU of the European Parliament and of the Council as regards better enforcement and modernization of consumer protection rules in the Union, OJEU 2019, L 328/7

⁶⁹ E.E.C. van Nievelt and F.M. Verburg, “Is the consumer the one who pays the price in cases of greenwashing?”, *TvOB* 2024-6, p. 156;

⁷⁰ L.B.A. Tigelaar & C.M.D.S. Pavillon, “The reversal of the burden of proof in cases of unfair commercial practices,” *TvC* 2021, issue 4.

⁷¹ Supreme Court 28 January 2005, ECLI:NL:HR:2005:AR6460, NJ 2008/55 with commentary by Jac. Hijma (*Dakar Rally*), para. 3.3.1. See also Supreme Court 5 December 2008, ECLI:NL:HR:2008:BF1042, NJ 2010/579 with commentary by Jac. Hijma (*Pollen/Linssen Yachts*), para. 3.5.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

serve as the starting point for assessing the damage suffered by him—which must be classified as financial loss — the starting point must be that the value of the lost benefit must be set at the expenses incurred to obtain it, which have failed to achieve their purpose (...)”

223. As far as consumers are concerned, the value of the products they purchased is nil, and the damage is therefore, in monetary terms, equal to the purchase price. They would not have purchased the products had they known that Levi Strauss’s advertisements were misleading.⁷²
224. Compensation is, in principle, paid in cash. However, Article 6:103 DCC allows the court, at the request of an injured party, to award compensation in kind.⁷³ The key question here is whether compensation in kind, if claimed, is more appropriate than monetary compensation. And precisely given the nature of the damage suffered in the present case, compensation in kind is more obvious.
225. In his dissertation, Nuninga noted that compensation in kind lies between a court order and monetary damages: *“the purpose is to compensate for damage; the form is an order to perform a specific act.”* According to Nuninga, compensation in kind is appropriate if the remedy brings the injured party closer to what the violated norm entitled them to than monetary compensation would:⁷⁴
- “Whether specific performance is appropriate in a particular case is a matter for the court. This grants the court discretion regarding both the award and the precise form of the remedy, which it does not have in the case of a court order. This seems to be at odds with the view defended above that the purpose of the remedy is to provide the entitled party, as much as possible, with what the norm promised. Is compensation in kind not, then, ideally suited to still provide what the norm promised? In other words, does it not bring the entitled party as close as possible to what compliance with the norm would have offered? Strikingly, despite the discretionary nature of the remedy, Dutch practice regarding compensation in kind does not deviate all that much from that idea. Where the standard protects more than just a financial interest and appropriate compensation in kind is available, it is often awarded.”*
226. An example is provided by the classic *Pos v. Van den Bosch* decision.⁷⁵ Van den Bosch had a purchase option on a farm, which he had been leasing for years. Pos, however, induced a breach of contract by the seller under the purchase option, as a result of which he ultimately received the farm as a gift and became the owner. Monetary damages would not have placed Van den Bosch in the hypothetical situation *without* Pos’s wrongful conduct. The proper remedy in Van den Bosch’s case was that he could still purchase the farm, but now from Pos.
227. Precisely such a situation is at issue here. A mere monetary compensation does not ensure that the interest that the standard enshrined in the OHP Act seeks to protect is served. This standard aims to ensure the provision of accurate, non-misleading, and complete information to

⁷² See also, regarding damages resulting from *greenwashing* in the financial sector: M.W. Wallinga, ‘The Transformation of Private Financial Law in the Sustainability Transition,’ in: M.W. Wallinga, S.M.C. Nuijten & A. Karagianni, *Europeanization of Financial Law. Preliminary Opinion for the Association for Financial Law 2024* (Series of the Van der Heijden Institute, vol. 188), Deventer: Wolters Kluwer 2024, para. 1.3.4.2. See also E.E.C. van Nievelt and F.M. Verburg, ‘Does the consumer bear the brunt in cases of greenwashing?’, *TvOB* 2024-6, p. 157.

⁷³ See in this regard: PHR December 18, 2020, ECLI:NL:PHR:2020:1202, para. 2.4 et seq.

⁷⁴ W.Th. Nuninga, *Right, Duty, Remedy* (R&P No. CA25) 2022/4.1.

⁷⁵ Supreme Court 17 November 1967, ECLI:NL:HR:1967:AC4789, *NJ* 1968, 42, with commentary by G.J. Scholten (*Pos/Van den Bosch*).

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

consumers, so that they can engage in economic transactions with full knowledge of the facts. This standard stipulates that a trader must do what he or she promises to consumers.⁷⁶

228. The situation is different with monetary compensation. Individual consumers may receive some form of compensation, but they are still further removed from what the standard aims to protect than in the case of compensation in kind. If that promise is fulfilled, even if it is late, the standard is still met.
229. Compensation in kind also satisfies the requirement that civil law sanctions for violations of the OHP Act must be effective, proportionate, and dissuasive. First and foremost, it removes the misleading nature of the Statements. Second, a financial incentive directed at Individual Consumers that is directly proportional to the price of the purchased product is generally not sufficiently deterrent. After all, the amounts involved are usually small. Third, the sanction is proportionate because the merchant makes the promises themselves and thus controls the consequences.⁷⁷
230. In short: Levi Strauss is obligated to the Individual Consumers to offer the Turkish workers financial compensation as damages in kind.

7.2 In the alternative: rescission of the contract

231. In the alternative to the above, the Individual Consumers rescind their purchase agreements with Levi Strauss pursuant to Article 6:193j(3). They entered into these purchase agreements under the influence of Levi Strauss's misleading commercial practice; see further paragraph 6.4 of this summons.
232. Plaintiffs 2 through 5 are individual parties who entered into agreements with Levi Strauss as a result of the unfair commercial practices employed by it. Pursuant to Article 6:193j DCC, such agreements are deemed voidable. It should be noted that the burden of proof that the Individual Consumers actually entered into the agreements as a result of the unfair commercial practices should not be unduly onerous. This is also evident from the application of Article 6:193j(3) DCC in case law,⁷⁸ and further follows from the European principle of effectiveness.⁷⁹
233. As a result of the annulment, mutual claims for unjust enrichment arise, since the sales agreements between the Individual Consumers and Levi Strauss never existed but were nevertheless performed.
234. On the one hand, Levi Strauss must therefore refund the original purchase price of the garments to the Individual Consumers.
235. On the other hand, the Individual Consumers must return the garments to Levi Strauss. These garments have diminished in both quality and value since their purchase. However, the Individual Consumers were not required to take into account an obligation to return the items. After all, they were only confronted with the unfair nature of Levi Strauss's Advertisements much later. This unfair nature was, in fact, concealed from them by Levi Strauss for a considerable period of time.

⁷⁶ OHP Directive, Preamble, points 7 and 8.

⁷⁷ OHP Directive, Preamble, point 11.

⁷⁸ District Court of Midden-Nederland, September 30, 2015, ECLI:NL:RBMNE:2015:6985; District Court of Noord-Holland, November 13, 2014, ECLI:NL:RBNHO:2014:12536; District Court of North Holland, September 17, 2014, ECLI:NL:RBNHO:2014:9422. See also: C.M.D.S. Pavillon & L.B.A. Tigelaar, "Annulment of the contract in the event of an unfair commercial practice; a workable sanction?", *Contracteren* 2018/3.

⁷⁹ See also: T.M.C. Arons, 'On financial mass-market products and (mass) annulment sanctions: Annulment of contracts due to unfair commercial practices. Dutch addition to the Consumer Directive,' *OR* 2015/4.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

236. In its preliminary ruling in the *Lindorff/Nazier* case, the Supreme Court ruled that consumers need only return the products in their current condition. If the consumer does not return the product, they are obligated to compensate for the value of the product, but only if and to the extent that the requirements of Article 6:74 et seq. DCC are met. This requires that the consumer be in default with respect to their obligation to return the product. The value of the product to be reimbursed must be determined at the time of default. The consumer is not required to pay compensation for the enjoyment he or she has derived from the products.⁸⁰
237. In light of the foregoing and the fact that the garments no longer have any commercial value for Levi Strauss, the Individual Consumers cannot be required to return the garments. It is also important to note that the Plaintiffs were motivated to purchase the garments precisely because of communications regarding ethical and sustainability aspects, and they logically do not wish for these garments to end up as waste and thereby cause even more negative impact.
238. In light of the foregoing, the Individual Consumers request that your Court order Levi Strauss to reimburse the Individual Consumers 100% of the original purchase price of the garments, or such percentage as your Court deems appropriate, on the condition that they are not required to return the garments they purchased to Levi Strauss.

8. KNOWN DEFENSES AND REBUTTAL

239. Levi Strauss's known defenses are set forth in its response to CCC's demand letter and have already been addressed in this summons.
240. To the best of the Plaintiffs' knowledge, Levi Strauss has not raised any further (substantiated) defenses.

9. JURISDICTION OF THE COURT AND APPLICABLE LAW

9.1 Jurisdiction of the Amsterdam District Court

241. The Amsterdam District Court has jurisdiction to hear the claims against Levi Strauss Netherlands, as its place of business is located in the Netherlands (Art. 2 of the Dutch Code of Civil Procedure and Art. 4 in conjunction with Art. 63 of the EEX-Vo (Recast)⁸¹).
242. The Amsterdam District Court also has international jurisdiction over Levi Strauss Belgium.
243. First and foremost, jurisdiction is based on Article 8(1) of the Brussels I Regulation (Recast). There is such a connection between the claims against both entities that simultaneous hearing and adjudication is necessary to prevent conflicting decisions. Both entities are part of the same group, are jointly responsible for the misleading Statements, and operate via a shared platform. Furthermore, the claims against the two entities are based on the same factual and legal grounds.
244. Second, the Dutch court has jurisdiction pursuant to Article 7(2) of the Recast EEX Regulation. The claims brought qualify as a tort within the meaning of that provision. The harmful event encompasses both the place where the damage occurred (*Erfolgsort*) and the place where the causally related act took place (*Handlungsort*). The publication and dissemination of the Statement took place in the Netherlands. The *Handlungsort* is therefore to be located here. The *Erfolgsort* also took place in the Netherlands, since the market in the Netherlands was disrupted

⁸⁰ Cf. Supreme Court 12 February 2016, ECLI:NL:HR:2016:236, *NJ* 2017, 282 with note by Jac. Hijma (*Lindorff/Nazier*), paras. 3.14–3.16.

⁸¹ Regulation (EU) No 1215/2012 of the European Parliament and of the Council of December 12, 2012, on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast).

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

by the Statements and consumers in the Netherlands entered into economic transactions with Levi Strauss.

9.2 Applicability of Dutch Law

245. Dutch law applies to the dispute.
246. Both the claims of CCC and those of Individual Consumers qualify as tort claims, as they are based on the Unfair Commercial Practices Act and the Unfair Commercial Practices Directive. This also applies to the claims of CCC.⁸² This claim therefore falls within the material and formal scope of the Rome II Regulation.⁸³ Pursuant to Article 6(1) of the Rome II Regulation, in cases of unfair commercial practices, the law of the country where the collective interests of consumers are harmed or are likely to be harmed applies.⁸⁴
247. In this case, Dutch consumers were exposed to misleading information via Levi Strauss's Dutch-language website or in Dutch stores. The central issue is therefore whether the collective interests of consumers in the Netherlands have been harmed. CCC represents these consumers, and the Individual Consumers are such consumers. Dutch law is thus applicable to the claims.
248. Since the *place of performance* is in the Netherlands, Dutch law also applies pursuant to the general rule of Article 4(1) of the Rome I Regulation.
249. If the Individual Consumers' claims were to qualify as claims arising from a contract, the Rome I Regulation would apply. Since these are consumer contracts and the Individual Consumers have their habitual residence in the Netherlands, Article 6(1) of Rome I would apply. In that case as well, Dutch law applies.

10. OFFER OF EVIDENCE

250. The plaintiffs offer evidence in support of their claims.

⁸² ECJ 1 October 2002, C-167/00, ECLI:EU:C:2002:555, NJ 2005, 221 with note by P. Vlas (*VKI/Henkel*).

⁸³ Regulation (EC) No. 864/2007 of the European Parliament and of the Council of July 11, 2007, on the law applicable to non-contractual obligations.

⁸⁴ Recital 21 of Rome II.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

THEREFORE

May the Court, by judgment, order the following, to the extent possible with provisional enforceability:

Procedural

- A. To rule that CCC's claims are admissible;
- B. To designate CCC as the exclusive representative;
- C. Only if the Court deems it necessary to determine the specific group of persons on whose behalf the exclusive representative is acting in this class action within the meaning of Article 1018e(2) of the Code of Civil Procedure: to rule that the present class action concerns all consumers residing in the Netherlands;
- D. To determine that any person residing or having domicile in the Netherlands shall, during a period of three months following the announcement within the meaning of Article 1018f(3) of the Dutch Code of Civil Procedure of the judgment appointing the exclusive representative, shall have the opportunity to notify the court clerk in writing that they wish to opt out of having their interests represented in this class action;

Declarations of Law Regarding the (Current) Statements

- E. To declare that the (Current) Statements of the Defendants, as a whole and per (Current) Statement, are unfair within the meaning of Article 6:193a DCC;
- F. To declare that, by making the (Current) Statements, the Defendants are acting unlawfully toward consumers residing in the Netherlands;

Issue an order regarding the (Current) Statements

- G. To order each of the Defendants, with immediate effect upon service of the judgment, to cease and desist from engaging in, or causing others to engage in, any form of unfair commercial practices as described in the body of this complaint, including, in any event, making statements that are identical to the (Current) Statements, or at least comparable (Current) Statements regarding the ethical policy and the protection of the rights of employees and other persons working in the Defendants' production chain, unless the Defendants can substantiate these (Current) Statements or comparable statements with convincing evidence;
- H. Order each of the Defendants to post the text at the top of the homepage of the website www.levis.nl **within forty-eight (48) hours of the judgment being rendered**, for a period of 120 (one hundred twenty) calendar days following publication, or cause to be placed, in normal font size, without omissions, additions, or commentary, containing only the following text:

“CORRECTION

In various advertisements, we have recently commented on the protection of labor rights in our supply chain. For example, we have advertised on our sites where we claimed to “always” do what is right and to consistently

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

adhere to our high ethical standards. These statements were misleading, given the abuses that have occurred in our supply chain in recent years and our handling of those issues. We have removed the statements from our website with immediate effect. We will also no longer publish these statements elsewhere in the same form.”

- I. Order each of the Defendants to post, or cause to be posted, at the top of the homepage of the website www.levis.com within forty-eight (48) hours of the judgment being rendered, and to keep it posted for 120 calendar days following its placement, the following text in normal font size, without omissions, additions, or commentary, containing exclusively the following content:

“RECTIFICATION

In various advertisements, we have recently commented on the protection of workers’ rights in our supply chain. We have advertised on our websites where we have made claims such as that we “always” do what is right and consistently adhere to our high ethical standards. These statements were misleading, given the abuses that have taken place in our supply chain in recent years and our handling of those issues. We have removed the statements from our website with immediate effect. We will not publish these claims elsewhere.”

- J. Order each of the Defendants to inform its consumers, no later than forty-eight (48) hours after the judgment is rendered, on the homepage of the website www.levis.nl for 120 calendar days following publication, about the abuses in the Factory, the manner in which Levi Strauss has addressed these abuses, and the remedial measures that Levi Strauss has taken and will take in that regard, and to keep this information continuously updated;
- K. Order each of the Defendants to inform its consumers, no later than forty-eight (48) hours after the judgment is rendered, on the homepage of the website www.levis.com for a period of 120 calendar days following publication, about the abuses at the Factory, the manner in which Levi Strauss has addressed these abuses, and the remedial measures that Levi Strauss has taken and will take in this regard, and to keep this information continuously updated;
- L. To order the Defendants jointly and severally to pay a penalty of EUR 50,000 (fifty thousand euros) for each day or part thereof, each statement, or for each instance in which the Defendants fail to comply, in whole or in part, with the claims as set forth above under G through K;

Individual Claims of the Individual Consumers

- M. **Primarily:** Order Levi Strauss to pay (or cause to be paid) appropriate financial compensation to all affected employees of the Factory, including in any event (i) the compensation for union members applicable to workers who were dismissed due to their

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

union membership, (ii) continued payment for lost working hours resulting from the wrongful dismissals, and (iii) adequate severance pay;

N. **In the alternative:**

1. to void the purchase agreements between each of the Individual Consumers and Levi Strauss Nederland; and
2. Order Levi Strauss Nederland to pay:
 - EUR [•] to Plaintiff 2;
 - EUR [•] to Plaintiff 3;
 - EUR [•] to Plaintiff 4; and
 - EUR [•] to Plaintiff 5,
3. To rule that the Individual Consumers are not required to return the garments they purchased in order to satisfy their obligation to Levi Strauss arising from an unjust enrichment,

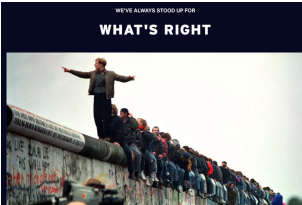
Other

- O. To order the Defendants jointly and severally to pay the costs of these proceedings, to be paid within fourteen days of the date of the judgment, and—in the event that payment of the (subsequent) costs is not made within the specified period—to be increased by statutory interest on the (subsequent) costs, calculated from the aforementioned payment deadline.

* * * * *

O.J.W. Schotel, Esq., L. van Gijn, Esq., and L. van der Linde, Esq.
De Roos Cooperatief U.A., Hamerstraat 19-1, 1021 JT, Amsterdam, T: (020) 303 8880,
E: olivier.schotel@deroos.eu, E: laura.van.gijn@deroos.eu, E: lisette.van.der.linde@deroos.eu

ANNEX (List of Statements)

No. ⁸⁵	Statement	Inaccurate nature of the statement	Vague or ambiguous nature of the statement
	Statements, Section 5.1.2 Summons		
1.	<p>“We’ve always stood up for WHAT’S RIGHT”]</p> <p>“We’ve always done WHAT’S RIGHT”</p>	<p>The assertion that Defendant has “always” done what is right lacks a factual basis. This is already evident from the body of this summons. Given Levi Strauss’s passive stance regarding violated workers’ rights in its supply chain, the claim that it always does the right thing is incorrect.</p> <p>Furthermore, Statement 1 is a claim of an absolute nature for which Levi Strauss bears the burden of proof. To date, Levi Strauss has not met that burden of proof.</p> <p>See also Statement 18.</p>	<p>The term “right” (or “juist” on the Dutch-language website) makes this Statement by Levi Strauss a claim that is too general, vague, and ambiguous, leading to confusion and misleading consumers. After all, it is not clear to consumers what is meant by “the right thing.” Levi Strauss does not clarify or specify the claim on its website.</p> <p>See also Claim 18.</p>
2.		Not applicable.	<p>The photo used by Levi Strauss shows young people on the Berlin Wall in (probably) 1989. That image evokes strong connotations of justice, freedom, protest, and standing up for civil rights. In combination with the text (Statement 1), Levi Strauss thus creates an image of an activist and exceptionally ethical company. That is a promise that is vague and gives rise to ambiguity. As a result, Statement 2 is misleading. Levi Strauss presents the image without context, even though the image has no connection whatsoever to its business operations. Levi Strauss provides no context regarding the use of this image and does not clarify what meaning should be attributed to its use. It is clear, however, that Levi Strauss uses the image in conjunction with a claim about its own business practices and seeks to attribute an ethical character to itself through it.</p>

⁸⁵ Plaintiffs follow the same order as in Chapter 5 of the complaint.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

No. ⁸⁵	Statement	Inaccurate nature of the statement	Vague or ambiguous nature of the statement
			<p>Furthermore, Levi Strauss is capitalizing on the fact that blue jeans symbolized freedom in the former communist countries of Eastern Europe and became highly fashionable after the fall of the Berlin Wall. For people in Eastern Europe, they represented a piece of the West that they could physically obtain. Levi Strauss's role was limited. In fact, Levi Strauss collaborated with the government of the former GDR to sell jeans. In any case, the plaintiffs are not aware that Levi Strauss played an active role in bringing down the Berlin Wall.</p>
3.	<p><i>"We championed business integrity through transparency. Our Engagement Standards were established globally in 1991 to ensure that workers are protected at every step of the supply chain."</i></p>	<p>Levi Strauss claims here that workers are protected at every step of the supply chain. The inaccuracy of this claim is already evident from the events surrounding the Factory, as set forth in the body of this complaint. Now that it has become clear that, in a key link of Levi Strauss's supply chain, hundreds of workers were wrongfully dismissed without the compensation to which they are entitled and, moreover, that many other abuses have taken place, there is no factual basis for the assertion that workers are protected at every stage of the chain.</p> <p>Furthermore, Statement 3 constitutes an absolute claim, which places a heavy burden of proof on Levi Strauss. It has failed to meet this burden.</p>	<p><i>"Celebrating business integrity through transparency"</i> is a vague and ambiguous claim, the meaning of which is unclear to consumers. By using such vague language, Levi Strauss once again attributes an ethical character to itself, while it remains unclear what that character consists of.</p>
4.	<p><i>"Our initiative for worker well-being goes beyond protecting our workers' rights in the workplace. We invest in their lives, in what matters to each of them."</i></p> <p><i>"We have also partnered with Harvard's SHINE program to establish a universal framework for the broader manufacturing industry,</i></p>	<p>The claim that Defendants, in their employee well-being initiative, go beyond protecting their rights in the workplace is incorrect. After all, Levi Strauss fails to protect the rights of workers in its supply chain, as evidenced by the complaint. In doing so, it certainly does not go "beyond" that protection. This is all the more true given that the discontent among workers at the Factory arose because their well-being was severely compromised following the earthquake and the inability to</p>	<p>Since vague language such as "well-being" and "beyond protection" is used, and it is not clarified what Levi Strauss means by the terms it uses or what concrete actions it takes in this regard, the Statement is misleading. Furthermore, Levi Strauss mentions a Harvard program, which lends gravitas without substantiating it. The same applies to the vague and unspecified reference to "healthier living" and <i>"enjoying greater financial stability."</i></p>

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

No. ⁸⁵	Statement	Inaccurate nature of the statement	Vague or ambiguous nature of the statement
	<p><i>with the goal of enabling textile workers around the world to live healthier lives and enjoy greater financial stability.”</i></p>	<p>care for their families due to the Factory’s acts or omissions. Levi Strauss was aware of this.</p> <p>The reference to a healthier life and greater financial stability is also incorrect, in light of the events at the Factory as explained in this summons.</p> <p>Moreover, this is an absolute claim that is not further qualified. The burden of proof on Levi Strauss is heavy. It has not met this burden.</p>	
5.	<p><i>“Without our people, our products would not exist. From our colleagues around the world to every person in our supply chain to the communities where we operate; we are committed to protecting our employees and improving their well-being.”</i></p>	<p>In this claim as well, just as in Statement 3, an inaccurate picture is painted of how Defendant handles the rights and well-being of “every person” in its supply chain. According to Statement 5, “our people” explicitly includes all persons working in that chain, regardless of whether they are employees of Levi Strauss. Furthermore, this claim even cites the local “communities.” The Defendant’s inadequate response to repeated complaints about poor conditions at the Factory in the aftermath of the devastating earthquake of February 6, 2023, demonstrates little commitment to the well-being of workers and their communities. This is especially true in light of the preceding earthquake.</p> <p>Statement No. 5 also constitutes another claim of an absolute nature due to the use of the word “every.” Levi Strauss has not substantiated this absolute claim to date.</p>	<p>Terms such as “committed” and “protect employees (...)” and “improve well-being” are vague and ambiguous, as it is unclear exactly what Levi Strauss’s commitment entails. As the ACM Guidelines indicate, terms such as “committed” are, moreover, misleading in most cases even when accompanied by an explanation. In this case, such an explanation is lacking, and the statement is therefore misleading.</p> <p>The same applies to the other terms as noted regarding Statement 4.</p>
6.	<p><i>“Putting people and the planet first—that’s what we do.”</i></p>	<p>The claim that Levi Strauss “puts people and the planet first” lacks factual substantiation. To date, the company has not substantiated this claim.</p>	<p>This claim is vague and ambiguous. The wording of the claim does not make it clear what Levi Strauss specifically does to promote sustainability. By stating that Levi Strauss puts people and the planet first, rather than, for example, its commercial goals, Levi Strauss attributes an exceptionally ethical character to itself. Nor does the context surrounding the statement make it clear exactly how it should be interpreted, and Levi Strauss does not clarify the claim. This also conflicts with the provisions of the ACM Guidelines.</p>

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

No. ⁸⁵	Statement	Inaccurate nature of the statement	Vague or ambiguous nature of the statement
	Statements, Section 5.1.3 Summons		
7.	<i>“Worker Well-being goes beyond labor compliance to support financial empowerment, health and family well-being, and equality and acceptance for the people who make our products.”</i>	Just as in Statement 4, Levi Strauss claims that it goes “beyond” basic obligations regarding workers’ rights in the context of “labor compliance,” with the aim of achieving “financial empowerment, health and family well-being, and equality and acceptance for the people who make our products.” Once again, Levi Strauss makes no distinction between its own formal employees and other workers in the supply chain, including the workers at the Factory. It is precisely this minimum level of protection that was lacking at the Factory, making this Statement inaccurate.	The claim does not make it sufficiently clear how Levi Strauss ensures “financial empowerment, health, family well-being, equality, and acceptance” for the people in its supply chain. In doing so, Levi Strauss attributes an ethical character to itself based on vague and general terms. To the extent that Levi Strauss intended this Statement to emphasize its future ambitions for protecting workers, the following applies. Such Statements are misleading when there is no clear distinction between the current situation and future ambitions. In this case, no such distinction exists.
8.	<i>“Levi Strauss & Co. is strongly committed to workers’ rights and environmental stewardship across the apparel supply chain.”</i>	The claim that the Defendant is “strongly” committed to workers’ rights throughout the entire production chain lacks a factual basis, particularly given the factual context already set forth in the body of this summons.	The term “strongly committed” is vague and ambiguous, and moreover, exaggerated. Such language is misleading to consumers, particularly when it is not accompanied by a clear explanation. This explanation is lacking.
9.	<i>“LS&Co. is working to move beyond a compliance model of ‘do no harm’ to supporting factory-based programs that will help empower workers to improve their lives.”</i>	As with Statement No. 4, it is claimed that Defendant goes “beyond” the basic obligations regarding working conditions, which is contradicted by the facts in the body of the complaint. In this case, even the absolute minimum standard for Levi Strauss—the “do no harm” principle—has been violated.	Levi Strauss claims that it contributes to programs that would help workers improve their lives and goes beyond the absolute minimum. This gives consumers the false impression that the Defendant has the basics so well in order that it is actively committed to improving workers’ lives. It remains a very general assertion. It is therefore an exaggerated claim.
10.	<i>“A Zero Tolerance Violation is a serious breach of Terms of Engagement that LS&Co. believes could result in severe impact on individual rights, life safety, and/or LS&Co.’s corporate reputation. Production cannot be placed with proposed suppliers with ZTVs. For existing suppliers with a ZTV confirmed by more than one source of information, LS&Co.’s approach</i>	Levi Strauss claims that in the event of a ZTV, such as forced labor, physical violence, or a violation of freedom of association, it makes every effort to resolve the ZTV immediately. The situation in Turkey has shown that this is untrue in practice, on each of these points. After all, Levi Strauss acknowledged that a ZTV did indeed exist in the present case, but later retracted that acknowledgment and did not impose any consequences on the Factory for that conclusion.	Not applicable.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

No. ⁸⁵	Statement	Inaccurate nature of the statement	Vague or ambiguous nature of the statement
	<p><i>is to work with these suppliers to remediate ZTVs immediately, and endeavor to limit exit to circumstances when a supplier is unwilling to remediate promptly, or does not have the capability to do so. Examples of ZTV include underage workers; forced labor; corporal punishment; violation of ethical standards; infringements on freedom of association”</i></p>		
11.	<p><i>“We respect workers’ rights to form and join organizations of their choice and to bargain collectively. We expect our suppliers to respect the right to free association and the right to organize and bargain collectively without unlawful interference. Business partners should ensure that workers who make such decisions or participate in such organizations are not subject to discrimination or punitive disciplinary actions, and that the representatives of such organizations have access to their members under conditions established either by local laws or mutual agreement between the employer and the worker organization.”</i></p>	<p>With this Statement, Levi Strauss is saying nothing more than that it endorses, among other things, Article 10 of the ECHR. Nevertheless, the situation in Turkey, as described in the summons, shows that this Statement is incorrect.</p> <p>See also Statement 15.</p>	See Statement 15.
12.	<p><i>“We put our profits, people, and products to work in more than 100 countries to champion equality, support vulnerable communities, and build a more sustainable future</i></p>	<p>Levi Strauss claims that values such as empathy, integrity, and courage guide its course in <u>every</u> decision it makes and <u>every</u> action it takes. Not only that: Levi Strauss uses its “profits, people, and products” to support “vulnerable communities.” This statement, in part due to</p>	<p>The claim refers to promoting equality and supporting vulnerable communities to work toward a more sustainable future. These vague terms and exaggerated language, combined with the absolute claim that this is the goal in every situation and that Levi Strauss would actually do so, make it misleading to consumers.</p>

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

No. ⁸⁵	Statement	Inaccurate nature of the statement	Vague or ambiguous nature of the statement
	<i>for our planet. Our values—empathy, originality, integrity, and courage—guide every decision we make and every action we take.</i>	<p>the use of the term “every,” has an absolute character, while Levi Strauss cannot substantiate this claim—or at least cannot provide evidence to support it.</p> <p>The claim has also proven to be false in practice, given the facts already discussed in the body of the Summons.</p>	
13.	<i>“Levi Strauss & Co. (LS&CO.) is committed to the highest levels of responsible business practices. The LS&CO. Supplier Code of Conduct (“CoC”) outlines our requirements for fair, safe, and healthy working conditions and environmental responsibility throughout the tiers of our supply chain.</i>	<p>Levi Strauss’s ultimate parent company claims here not only to be committed to corporate social responsibility, but even to the highest possible level of it. Levi Strauss explicitly links to this via its Dutch-language website. It is unclear to consumers that this refers only to the top holding company.⁸⁶</p> <p>Levi Strauss specifically mentions fair, safe, and healthy working conditions throughout the production chain, at every level. However, this claim does not align with reality; at the very least, Levi Strauss cannot prove that it is actually committed to the highest possible level of (I)CSR.</p>	<p>This claim contains vague and ambiguous wording, as it is unclear what the Defendant exactly means by “responsible,” “fair,” and “the highest levels of responsible business practices.” Such general, vague, and exaggerated terms are generally misleading even when accompanied by a specification. Furthermore, the context of the claim does not reveal how Levi Strauss defines the aforementioned terms or what it means by them. If the claim were accurate only for the ultimate parent company, this would be unclear to the average consumer in light of all the circumstances described in the complaint. The consumer would assume that this applies to the entire group.</p>
14.	<i>“LS&CO. seeks to work with Suppliers who are actively pursuing a course of continual improvement for their environmental and social impacts in line with the CoC and internationally recognized good labor practices. Our goal is to achieve positive results and effect change by working with Suppliers to find long-term solutions that will benefit the individuals who make our products and will improve the quality of life in local communities.”</i>	<p>Levi Strauss states that it seeks to work with suppliers who are committed to social improvement and positive social impact. It does not substantiate how it does so, even though the burden of proof for the accuracy of the claim rests with it.</p> <p>That Defendant does not, in reality, consistently work with suppliers who operate based on “internationally recognized good labor practices” is already evident from the facts as set forth in the body of the Summons.</p>	<p>This statement by the Defendant is also vague and general in every respect, using terms such as “continual improvement for social impacts,” “positive results,” and “effect change.” The average consumer cannot deduce from this how the Defendant assesses its supply chain partners. The phrase “seeks to work” is also vague and general. After all, the Defendant does not specify how it puts this ambition into practice.</p>

⁸⁶ This misleading confusion regarding which entity within the Levi Strauss group would assume responsibility applies, incidentally, to each of the (Current) Statements.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

No. ⁸⁵	Statement	Inaccurate nature of the statement	Vague or ambiguous nature of the statement
15.	<p><i>“LS&CO. respects workers’ rights to form and join organizations of their choice and to bargain collectively. Suppliers shall respect the right to free association and the right to organize and bargain collectively without unlawful interference. Suppliers should ensure that workers who make such decisions or participate in such organizations are not subject to discrimination, harassment, or punitive disciplinary actions and that the representatives of such organizations have access to their members under conditions established either by local laws or mutual agreement between the employer and the worker organizations.”</i></p>	<p>Although “respect” is not a clearly defined concept, the manner in which the Defendant has ignored repeated reports of the shocking abuses at the Factory makes it clear that it does not respect the freedom of association and collective bargaining. Since, according to the Defendant, its values should apply to every decision it makes at every stage of the production process, the assertion that it respects these fundamental rights, enshrined in Article 10 of the ECHR, is incorrect. Particularly in light of the assertive claims in these Statements, such as “Suppliers shall respect the right to free association,” the claim is incorrect; at the very least, the Defendant cannot provide conclusive evidence to support the claim.</p> <p>See also Statement 11.</p>	<p>It is unclear what the Defendant exactly means by “respecting” human rights. In any case, the Defendant does not itself ensure compliance with labor rights and the freedom of association. This makes the statement vague and ambiguous, and thus misleading.</p>
16.	<p><i>“We seek to partner with Suppliers who aspire, as individuals and in the conduct of all their businesses, to a set of ethical standards— that are not incompatible with our own.”</i></p>	<p>Levi Strauss does not work solely with partners who have the same or compatible ethical standards as itself. Given the high ethical standards it apparently strives for—as evidenced by the Statements in this Annex—it cannot be maintained that the Factory adheres to comparable standards. This is evident from the facts set forth in the body of this Summons.</p>	<p>To the extent that <i>it</i> is not incorrect, what Levi Strauss means by “ethical standards not incompatible with our own” is too vague and general. After all, it does not clarify which ethical standards, on which topics, are compatible for it or how it assesses this.</p>
17.	<p>“Responsible sourcing <i>LS&CO. and our Suppliers shall conduct due diligence on our supply chains to identify, prevent, and mitigate potential labor and human rights, health and safety, environmental, business ethics, and legal compliance risks.”</i></p>	<p>Even to the extent that investigations are conducted into abuses in Levi Strauss’s supply chain, this does not always prevent or eliminate risks in the areas of “legal compliance,” “business ethics,” and “human rights.” After all, such risks were identified at the Factory, but the Defendant subsequently failed to act on them.</p>	<p>Terms such as “responsible sourcing” are vague, general, and usually misleading, even when accompanied by a specification. The same applies to the entire list in this Statement. In this case, the specification of the term is not sufficient to remove the misleading nature of the statement.</p>

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

No. ⁸⁵	Statement	Inaccurate nature of the statement	Vague or ambiguous nature of the statement
18.	<p><i>“At Levi Strauss & Co, we pride ourselves on doing what’s right. That means we obey the law in every country where we do business. But beyond that, it means we stay true to our own values by acting with integrity, being socially responsible, and following a consistent set of ethical standards across the globe.”</i></p>	<p>Levi Strauss cannot prove that it complies with the law in every country where it operates. Nor can it substantiate that it always does what is right, or that it follows a consistent set of ethical standards worldwide. After all, it is precisely this consistency regarding ZTVs that forms the core of this case.</p> <p>See also Statement 1.</p>	<p>The vague, ambiguous wording of this statement is misleading. For example, it is unclear what Levi Strauss exactly means by <i>“We pride ourselves on doing what’s right,” “stay true to our own values by acting with integrity,”</i> and <i>“socially responsible.”</i></p> <p>Such terms, especially when viewed in context, are misleading because they paint a very rosy picture without further substantiation or specification.</p> <p>See also Statement 1.</p>
19.	<p><i>“We will only do business with partners who adhere to the following guidelines: (...) We will not utilize business partners who use corporal or other forms of mental or physical coercion. (...) While permitting flexibility in scheduling, we will identify local legal limits on work hours and seek business partners who do not exceed them except for appropriately compensated overtime. (...) We will only do business with partners who provide wages and benefits that comply with any applicable law and match the prevailing local manufacturing or finishing industry practices. (...) We respect workers’ rights to form and join organizations of their choice and to bargain collectively. (...)”</i></p>	<p>The claim that Levi Strauss does business <u>exclusively</u> with partners who adhere to guidelines on issues such as physical and mental coercion, working hours, and freedom of association is factually incorrect. After all, all of these conditions were present at the Factory. The Defendant explicitly continued its collaboration with the Factory and took no active measures to address the evident abuses or to compensate the victims.</p>	<p>Not applicable.</p>
	<p>Statements in para. 5.1.4 of the Summons</p>		

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

No. ⁸⁵	Statement	Inaccurate nature of the statement	Vague or ambiguous nature of the statement
20.	<i>“Original Style. Responsibly Made”</i>	Levi Strauss cannot meet its burden of proof for each of the products on which it uses the <i>“Responsibly Made”</i> claim and demonstrate that these products were produced in a responsible manner. After all, there have been multiple abuses in Levi Strauss’s supply chain, as evidenced by the summons.	As evidenced by the ACM Guidelines and the EC Guidelines, the use of vague terms such as “responsible” is misleading in most cases. The term “responsible” in particular is inherently vague and linked to <i>“corporate social responsibility.”</i> The misleading nature usually applies even when the claims are provided with context. In the case of this statement, however, no such context is present.
	Current Statements, Section 5.3 Summons		
21.	<i>“At Levi Strauss & Co., we have always believed that what we do is just as important as what we make. From the very beginning, Levi Strauss has put that standard first.”</i>	To date, Levi Strauss has not proven that the standard of <i>“what it does”</i> has been paramount in its business operations from the very beginning. The situation in the Factory shows that this is not the case.	It is unclear what Levi Strauss means by <i>“what we do is just as important as what we make.”</i> In the Statement, the company once again uses general and vague terms that paint an ethical picture of its business operations but are anything but concrete. Thus, the Statement is misleading.
22.	<i>“That will never stop us from doing everything we can to cause as little harm as possible. As a company with a global supply chain, we must be accountable to the people who wear our clothing with love, the workers who make our clothing (...). We take that responsibility seriously.”</i>	Levi Strauss has not done everything in its power to cause as little harm as possible in its production process. For instance, it has frequently ignored the warnings from CCC and other organizations and still refuses to provide compensation to the laid-off workers at the Factory. In doing so, it also fails to <i>“be accountable to the workers who make [its] clothing.”</i> In any case, Levi Strauss cannot prove that it will “never” be prevented from doing “everything” to cause as little harm as possible. A high burden of proof applies here, given the use of these absolute terms.	Terms such as “accountability” in combination with references to both consumers and workers in the supply chain are vague and ambiguous. Their use creates the impression of a strong ethical commitment, which is misleading without further explanation or clarification.
23.	<i>“Our terms of cooperation ensure that all factories we work with comply with ethical labor standards.”</i> <i>“Worker well-being: in collaboration with suppliers and local organizations, we develop programs focused on financial self-sufficiency, health, equality, and acceptance. Before these programs are</i>	Levi Strauss claims that its values—such as empathy, integrity, and courage—guide its decision-making and actions. This claim has proven false in practice, given the facts discussed in the body of the complaint. The same applies to Levi Strauss’s emphasis that workers’ interests come first and that they are also involved in the process. Levi Strauss has not substantiated that its values actually guide all of its decisions and actions, certainly not given its passive stance regarding the abuses in the Factory.	Levi Strauss emphasizes that the interests of workers come first and that they are also involved in the process. This is a vague commitment, which is misleading.

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

No. ⁸⁵	Statement	Inaccurate nature of the statement	Vague or ambiguous nature of the statement
	<p><i>implemented, LS&Co's suppliers first conduct a survey among factory workers to hear directly from them what their needs are. Once these needs have been identified, LS&Co and its suppliers form partnerships with local and national nonprofit organizations and NGOs to implement programs that truly meet the workers' needs."</i></p>		
24.	<p><i>"We put our profits, people, and products to work in more than 100 countries to champion equality, support vulnerable communities, and build a more sustainable future for our planet. Our values—empathy, in , originality, integrity, and courage—guide our decision-making and actions."</i></p>	<p>Levi Strauss claims that its values—such as empathy, integrity, and courage—guide its decision-making and actions. This claim has proven false in practice, given the facts discussed in the body of the complaint. Levi Strauss has not substantiated that its values actually guide all of its decisions and actions, certainly not given its passive stance regarding the abuses at the Factory.</p>	<p>The terms "<i>champion equality</i>," "<i>support vulnerable communities</i>," and "<i>build a more sustainable future</i>" are vague and ambiguous. Levi Strauss does not clarify what specific actions it is taking to achieve these goals: it does not explain what it means by "<i>equality</i>," which communities are considered "<i>vulnerable</i>," or what a "<i>more sustainable future</i>" actually means in its case . Nor does it make clear how its values are translated into concrete decisions or actions.</p>
25.	<p><i>"We have a legacy of standing up for the causes we care about, and empower our people to do the same."</i></p>	<p>The claim that Levi Strauss has a tradition of standing up for causes close to its heart and empowering its employees to do the same lacks factual substantiation. Levi Strauss has not demonstrated that it consistently advocates for the rights of workers in its supply chain. The term "legacy" gives the claim an absolute and historical character that extends to the present day, while Levi Strauss cannot meet the associated burden of proof. Furthermore, it has proven incorrect that Levi Strauss has empowered the Factory's employees to stand up for issues that are important to them.</p>	<p>The terms "<i>standing up for the causes we care about</i>" and "<i>empower our people</i>" are vague and ambiguous. Levi Strauss does not clarify which "causes" it means, nor how it actually enables its employees or the workers in its supply chain to advocate for those causes. Moreover, it is precisely the workers in the Defendants' supply chain who stood up for their rights who ultimately lost their jobs unjustly.</p> <p>Such vague, general language attributes an ethical and activist character to Levi Strauss without substantiating it, which is misleading to consumers.</p>
26.	<p><i>"Led by our values.</i></p> <p><i>Across all our brands and throughout our global organization, our values—empathy, originality, integrity, and courage—guide our</i></p>	<p>The Defendant claims that its values guide every decision and action across all brands and throughout its global organization. This absolute claim does not correspond to reality, as evidenced by the facts set forth in the body of the Summons. Furthermore, Levi Strauss claims a leading position in the field of sustainability ("<i>continue to</i></p>	<p>The statement contains several vague and ambiguous terms, including "<i>purpose-driven company</i>," "<i>lead in sustainability</i>," and "<i>guide our decisions and actions</i>." It is not clear to consumers what Levi Strauss is actually doing to put its values into practice or on what grounds it claims to be a leader in sustainability.</p>

This document is machine-translated and may contain inaccuracies. It is provided for informational purposes only. No rights may be derived from this translation. This translation does not constitute an official (legal) document.

No. ⁸⁵	Statement	Inaccurate nature of the statement	Vague or ambiguous nature of the statement
	<i>decisions and actions. They are at the heart of our purpose-driven company, underpinning our vision of the future and our business strategies, including how we continue to lead in sustainability."</i>	<i>lead in sustainability"</i>), while failing to demonstrate on what grounds it can lay claim to that position or that this claim is factually accurate. Levi Strauss cannot meet the burden of proof for these absolute claims.	Such general, vague wording is misleading without further explanation. In this case, that explanation is completely lacking.

* * *