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

ARISBETH ARGUELLES RAMOS,  
individually, and on behalf of all others similarly  
situated,

Plaintiff,

vs.

Y.M.I. JEANSWEAR, INC., a California  
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22STCV40455

*Assigned for All Purposes to the Honorable  
Elihu M. Berle, Dept 6*

**AMENDED [~~PROPOSED~~] JUDGMENT  
GRANTING PLAINTIFF'S MOTION  
FOR FINAL APPROVAL OF CLASS  
AND PAGA ACTION SETTLEMENT**

*[Filed with the Plaintiff's Notice of Motion,  
Motion for Final Approval, Declaration of  
Kane Moon, and Declaration of Arisbeth  
Arguelles Ramos]*

**FINAL APPROVAL HEARING**

Date: November 7, 2024

Time: 9:00 a.m.

Dept: 6

1 The Court has before it the unopposed Motion for Final Approval of Class and PAGA  
2 Action Settlement (“Motion”) of Plaintiff Arisbeth Arguelles Ramos (“Plaintiff”). This Court  
3 issued an Order Granting Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action  
4 Settlement on July 18, 2024. Plaintiff now seeks an Order and Judgment Granting Final Approval of  
5 the same Joint Stipulation of Class and PAGA Action Settlement ("Settlement") between Plaintiff  
6 and Defendant Y.M.I. Jeanswear, Inc. (“Defendant”), attached to the Declaration of Kane Moon in  
7 Support of Plaintiff’s Motion for Final Approval of Class and PAGA Action Settlement as **Exhibit 1**.

8 Having reviewed the Motion, the supporting Declaration of Kane Moon and Exhibits therein  
9 (“Moon Decl.”), the supporting Declaration of Plaintiff Arisbeth Arguelles Ramos (“Ramos  
10 Decl.”), the Joint Stipulation re: Class Action and PAGA Settlement (“Settlement”), the records  
11 and files in the action, the absence of any written objections or requests for exclusion from the  
12 Settlement, and good cause appearing,

13 **THE COURT HEREBY ORDERS AS FOLLOWS:**

14 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as  
15 set forth in the Settlement.

16 1. The Court has jurisdiction over all claims asserted in the action, Plaintiff, all  
17 Settlement Class Members, all PAGA Employees, and Defendant.

18 2. The Settlement appears to have been made and entered into in good faith and  
19 hereby approves the Settlement, subject to any limitations on the requested fees and  
20 enhancements as set forth below.

21 3. For purposes of effectuating the Settlement, the following Class is hereby  
22 certified: all persons employed by Defendant in California and classified as a non-exempt  
23 employee who worked for Defendant at any time from December 27, 2018 through February  
24 14, 2024. (Settlement, ¶ 1.5, 1.12.).

25 4. For purposes of effectuating the Settlement, the following Aggrieved Employees  
26 are hereby certified: all non-exempt employees of Defendant who worked for Defendant in  
27 California from December 27, 2021, through February 14, 2024. (Settlement, ¶ 1.30.).

28 5. The Parties shall bear their own respective attorney’s fees and costs, except as

otherwise provided for in the Settlement and approved by the Court.

6. No Class Members have objected to the terms of the Settlement thus far. No Class Members have requested exclusion from the Settlement thus far. No Class Members have disputed the number of Workweeks thus far.

7. Plaintiff, all Settlement Class Members, and all Aggrieved Employees shall have, by operation of this Final Order and Judgment, fully, finally and forever released, relinquished, and discharged all Released Parties from all Released Class Claims and Released PAGA Claims upon Defendant's payment of all sums due pursuant to the Settlement, and except as to such rights or claims as may be created by the Settlement, as stated in the Settlement and reproduced here:

- a. "Released Parties" means: Y.M.I. Jeanswear and each of its former and present directors, officers, shareholders, owners, former and present managing employees, members, attorneys, agents, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- b. Release by Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, but not limited to any and all claims involving any alleged (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide meal periods; (d) failure to authorize and permit rest breaks; (e) failure to indemnify necessary business expenses; (f) failure to timely pay final wages at termination; (g) failure to provide accurate itemized wage statements; and/or (h) unfair business practices. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'

1 compensation, or claims based on facts occurring outside the Class Period.

2 c. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release,  
3 on behalf of themselves and their respective former and present representatives,  
4 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties  
5 from all claims for PAGA penalties that were alleged, or reasonably could have been  
6 alleged, based on the PAGA Period facts stated in the Operative Complaint and the  
7 PAGA Notice.

8 d. Scope of Release by Plaintiff. Plaintiff and her respective former and present  
9 spouses, representatives, agents, attorneys, heirs, administrators, successors, and  
10 assigns generally, release and discharge Released Parties from all claims,  
11 transactions, or occurrences , including, but not limited to: (a) all claims that were, or  
12 reasonably could have been, alleged, based on the facts contained, in the Operative  
13 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged  
14 based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or  
15 ascertained during the Action and released under 5.2, below. ("Plaintiff's Release.")  
16 Plaintiff's Release does not extend to any claims or actions to enforce this  
17 Agreement, or to any claims for vested benefits, unemployment benefits, disability  
18 benefits, social security benefits, workers' compensation benefits that arose at any  
19 time, or based on occurrences outside the Class Period. Plaintiff acknowledges that  
20 Plaintiff may discover facts or law different from, or in addition to, the facts or law  
21 that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's  
22 Release shall be and remain effective in all respects, notwithstanding such different  
23 or additional facts or Plaintiff's discovery of them.

24 e. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of  
25 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,  
26 and benefits, if any, of Section 1542 of the California Civil Code, which provides:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
2 THAT THE CREDITOR OR RELEASING PARTY DOES NOT  
3 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
4 THE TIME OF EXECUTING THE RELEASE AND THAT, IF  
5 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
6 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR  
7 OR RELEASED PARTY.

8 8. The Gross Settlement Amount, Net Settlement Amount, and methodology used  
9 to calculate and pay the Settlement Class Payments and PAGA Settlement Payments are fair  
10 and reasonable. The Settlement Administrator is authorized to pay the Settlement Class  
11 Payments and PAGA Settlement Payments to the Settlement Class Members and PAGA  
12 Employees in accordance with the terms of the Settlement.

13 9. Defendant shall pay the total of \$290,000.00 to resolve this litigation. Defendants  
14 will fund the settlement account within thirty (30) days after final approval is granted by the  
15 court. (Settlement, ¶ 4.3.). The Settlement Administrator shall cause the Settlement Payments to  
16 be mailed to the Class Members within fourteen (14) calendar days of the receipt of funding.  
17 (Settlement, ¶ 4.4.). Thereafter, Settlement Allocation shall be distributed to Settlement Class  
18 Members and effectuated pursuant to the terms of the Settlement.

19 10. From the Gross Settlement Amount, Defendant shall pay 75% (or a total of  
20 \$22,500.00) of the penalties awarded under the terms of the Settlement pursuant to the Labor  
21 Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*, and  
22 25% (or a total of \$7,500.00) to individual PAGA Employees. (Settlement, ¶ 1.33).

23 11. The Court hereby confirms the appointment of Plaintiff Arisbeth Arguelles  
24 Ramos as the Class Representative for this matter. From the Gross Settlement Amount, Plaintiff  
25 is awarded \$7,500.00 for her service as a class representative and for her agreement to release  
26 claims. (Settlement, ¶ 3.2.1.).

27 12. The Court hereby confirms Kane Moon, Enzo Nabiev, Sandy Pham, and Julian  
28 Vischer of Moon Law Group, PC, as Class Counsel. The Court finds that the Class Counsel fees  
are reasonable in light of the benefit provided to the Class. From the Gross Settlement Amount,

1 Class Counsel is awarded \$96,666.66 for their reasonable attorney's fees. (Settlement, ¶ 3.2.2.).  
2 Class Counsel is further awarded up to \$15,505.34 for their reasonable litigation costs incurred  
3 in the action. (Settlement, ¶ 3.2.2.; Moon Decl., ¶¶ 13, 34, **Exhibit 4**). As with the Class Settlement  
4 Payments to the Settlement Class Members, the attorney's fees and costs approved by the Court  
5 shall be distributed by the Settlement Administrator to Class Counsel within fourteen (14)  
6 calendar days of the receipt of settlement funds by the Settlement Administrator.

7 13. The Court approves Settlement Administration Costs in the amount of \$6,950.00.  
8 Moon Decl., ¶¶ 13, 17, **Exhibit 5**) From the Gross Settlement Amount, Defendant shall pay such  
9 costs to the designated Administrator, ILYM Group, Inc.

10 14. The Notice provided to the Class conforms with the requirements of *California*  
11 *Rules of Court* 3.766 and 3.769, and constitutes the best notice practicable under the  
12 circumstances, by providing individual notice to all Class Members who could be identified  
13 through reasonable effort, as well as due and adequate notice of the proceedings and of the  
14 matters set forth therein to the Class Members. The Notice fully satisfies the requirements of  
15 Due Process.

16 15. The Parties are ordered to have notice of this Final Order and Judgment sent to  
17 all Settlement Class Members and PAGA Employees in accordance with *California Rules of*  
18 *Court* 3.771 (b), along with Settlement Class Payments and PAGA Settlement Payments issued  
19 via First Class U.S. mail to their last known addresses and to the LWDA, pursuant to Labor  
20 Code § 2699(1)(3).

21 16. The Court shall retain jurisdiction with respect to all matters related to the  
22 administration and consummation of the Settlement, and any and all claims asserted in, arising  
23 out of, or related to the subject matter of the lawsuit, including, but not limited to, all matters  
24 related to the Settlement and the determination of all controversies relating thereto.

25 17. This Judgment is intended to be a final disposition of the above-captioned action  
26 in its entirety and is immediately appealable.

1 Plaintiff's Motion is hereby granted, and the Court directs that Judgment shall be entered  
2 in accordance with the terms of this Order. The Court sets a Non-Appearance Hearing (Case  
3 Review) Re: Distribution on June 11, 2025, at 8:30 am in Department 6. Class Counsel is  
4 ordered to file a final report and declaration regarding distribution no later than June 2, 2025.

5 **IT IS SO ORDERED.**

6 DATE: 11/15/2024  
7



**Elihu M. Berle**

Elihu M. Berle / Judge

Honorable Elihu M. Berle  
Judge of the Los Angeles County Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA )  
3 ) ss  
4 COUNTY OF LOS ANGELES )

5 I.

6 I am employed in the county of Los Angeles, State of California. I am over the age of 18  
7 and not a party to the within action; my business address is 725 S Figueroa Street, 31<sup>st</sup> Floor, Los  
8 Angeles, California 90017. On November 7, 2024, I served the foregoing document described as:

9 **AMENDED [PROPOSED] JUDGMENT GRANTING PLAINTIFF'S MOTION FOR  
10 FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT**

11 X by placing \_\_\_ the original X a true copy thereof enclosed in sealed envelope(s)  
12 addressed as follows:

13 Natalie Alameddine  
14 Nicole N. Wentworth  
15 **BLANK ROME LLP**  
16 2029 Century Park East | 6th Floor  
17 Los Angeles, CA 90067  
18 natalie.alameddine@blankrome.com  
19 nicole.wentworth@blankrome.com

20 *Attorneys for Defendant Y.M.I. JEANSWEAR, INC.*

21 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties  
22 to accept electronic service, I caused the documents to be sent to the persons at the  
23 electronic service addresses listed above via third-party cloud service **CASE**  
24 **ANYWHERE.** I did not receive an error message.

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

27 Executed this **October 28, 2024** at Los Angeles, California.

28 \_\_\_\_\_  
Jessica Coronado  
Type or Print Name

\_\_\_\_\_  
  
Signature