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on behalf of herself and others similarly situated
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 LIZBETH HERNANDEZ, on behalf of herself
and others similarly situated,

13 Plaintiff,

14 v.

15 WINDSOR FASHIONS LLC, a Delaware
16 limited liability company; WINDSOR
FASHIONS, an entity of unknown form;
17 WINDSOR, an entity of unknown form; and
DOES 1 through 50, inclusive,
18

19 Defendants.
20

Case No.: 24STCV30275

– Assigned For All Purposes To:
Hon. David S. Cunningham III
Department: 11

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR
APPROVAL OF PAGA SETTLEMENT
AGREEMENT; FINAL JUDGMENT**

*[filed concurrently with Plaintiff’s Notice of
Motion and Motion; Memorandum of Points and
Authorities; and Declarations of Enoch J. Kim,
Michael Sutherland, Norman Alcantara, and
Jarrett Gorlick]*

Hearing Date: February 23, 2026
Time: 11:00 a.m.
Department: 11

Original Complaint Filed: November 15, 2024
Amended Complaint Filed: January 21, 2025
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles
02/23/2026

David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

1 **ORDER**

2 On February 23, 2026 at 11:00 a.m. in Department 11, Plaintiff Lizbeth Hernandez
3 (“Plaintiff”)’s unopposed Motion for Approval of PAGA Settlement Agreement (“Settlement
4 Agreement” or “Settlement”) entered into by and between Plaintiff, on behalf of herself, the State of
5 California, and all aggrieved employees (the “Aggrieved Employees”), and Defendant Windsor
6 Fashions, LLC (“Defendant”), came before the Court for hearing pursuant to the Private Attorney’s
7 General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiff appeared via her counsel
8 (“PAGA Counsel”) and counsel also appeared for Defendant (“Defense Counsel”). There were no
9 other appearances and no objections to the Motion for Approval of PAGA Settlement Agreement
10 (“Motion”). Having considered the Motion, the Settlement Agreement, all supporting documents, and
11 the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff’s Motion is GRANTED.

12 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

13 1. This Order hereby fully incorporates the Settlement Agreement entered into between
14 Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of California, on the one hand,
15 and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein
16 shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over
17 the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

18 2. Aggrieved Employees are defined as all non-exempt retail store employees employed
19 by Defendant in California at any time during the PAGA Period, which is the period from November
20 15, 2023, through July 5, 2025.

21 3. The Court has considered the nature of the claims, the amount paid in settlement,
22 which is \$634,962.30¹ (“Gross Settlement Amount”), the allocation of settlement proceeds among
23

24 _____
25 ¹ As discussed in the Declaration of Norman Alcantara filed concurrently herewith, the Aggrieved
26 Employee Data contained 1,147 Aggrieved Employees who worked a total of 22,068 PAGA Pay Periods
27 during the PAGA Period. Therefore, the escalator clause has triggered pursuant to Paragraph 8 of the
28 Settlement Agreement as the total PAGA Pay Periods are 0.31% above the 22,000 threshold. The Gross
Settlement Amount would increase by \$1,962.30, making the new Gross Settlement Amount \$634,962.30.
Defendant elected to increase the Gross Settlement Amount in proportion to the percentage increase in the
number of PAGA Pay Periods above 22,000.

1 the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties'
2 respective positions rather than the result of a finding of liability at trial. The Court hereby finds the
3 Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has
4 been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore
5 approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate
6 the Settlement according to the terms outlined in the Settlement Agreement.

7 4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted to
8 the California Labor and Workforce Development Agency ("LWDA") fully and adequately complied
9 with the notice requirements of California Labor Code § 2699.

10 5. Effective on the date when Defendant fully funds the entire Gross Settlement Amount,
11 Plaintiff and Aggrieved Employees shall be bound by the following release set forth in the Settlement
12 Agreement:

13 Release by Plaintiff and Aggrieved Employees:

14 Plaintiff and all Aggrieved Employees are deemed to release the Released Parties
15 from all claims for civil penalties under PAGA that were alleged, or reasonably could have
16 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice,
17 including claims for PAGA penalties based on: meal and rest breaks; unpaid wages,
18 including minimum wages, regular wages, overtime and double time wages, sick pay;
19 vacation pay, meal and rest break premiums; wage statement violations; failure to maintain
20 all required records, untimely wages during employment and wages due upon termination;
21 failure to reimburse necessary business expenses; as well as the claim for unfair
22 competition under California Business and Professions Code sections 17200 *et seq.*, and
23 alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245
24 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198,
25 1199, 2698, 2699, *et seq.* and 2802; and applicable wage orders ("Released PAGA
26 Claims"). The release shall apply to Plaintiff, the Aggrieved Employees, the LWDA, and
27 the State of California during the PAGA Period. The Aggrieved Employees are only
28 releasing their claims under Labor Code 2698, *et seq.* and are not releasing any other claims
and, at a minimum, shall be bound by the court judgement as a result of this Settlement.

23 "Released Parties" means Defendant, including Windsor Fashions, LLC, Windsor Fashions
24 Holdings, LLC and each of their past and present divisions, affiliates, affiliated entities, related
25 entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective
26 shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators,
27 insurers, representatives, consultants, attorneys, and any individual or entity that could be jointly
28 liable with Defendant.

1 13. Defendant will not be required to pay any additional amounts in connection with the
2 Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

3 14. The Court hereby approves the Notice of Settlement and Approval to be mailed to
4 Aggrieved Employees along with the Individual PAGA Payments by the Administrator.

5 15. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
6 purposes of supervising the implementation, enforcement, construction, administration, and
7 interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to
8 California Code of Civil Procedure Section 664.6.

9 16. The Court hereby enters judgment of the entire Action, with prejudice, for the reasons
10 set forth above and upon the terms set forth in the Settlement Agreement.

11 17. This Judgment is intended to be a final disposition of the above-captioned action in its
12 entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction
13 as set forth above, the Court directs the Clerk of the Court to enter Judgment.

14 18. As the Judgment is consistent with the terms of the Settlement Agreement, the Parties
15 and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-
16 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
17 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right
18 to oppose such motions, writs or appeals. If another individual or entity who is not a Party to this
19 Settlement Agreement appeals the Judgment, the Parties' obligations to perform under the Settlement
20 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
21 becomes final.

22 **IT IS SO ORDERED.**

23
24 DATED: 02/23/2026, 2026



Hon. David S. Cunningham III
Judge of the Superior Court