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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

DOMINIQUE CHAPARRO, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

CADENCE SL WINDHAM FRESNO, LLC; a
Delaware limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 23CECG03064

Assigned for all purposes to:
Hon. Jon M. Skiles
Dept. 503

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

FINAL APPROVAL HEARING

Date: February 5, 2026
Time: 3:30 p.m.
Dept: 503

1 This matter came on for hearing on February 5, 2026 at 3:30 p.m., in Department 503 of
2 the above-referenced Court on the Motion for Final Approval of Class Action and PAGA
3 Settlement pursuant to California Rules of Court, Rule 3.769. On September 30, 2025, this Court
4 issued an Law and Motion Minute Order granting Plaintiff's Motion for Preliminary Approval
5 of Class Action and PAGA Settlement. Plaintiff Dominique Chaparro ("Plaintiff") now seeks
6 an order granting final approval of the Class Action and PAGA Settlement Agreement
7 ("Settlement"), a copy of which is attached to the Declaration of John G. Yslas in Support of
8 Amended Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit**
9 **1**.

10 Having received and considered the Settlement, the supporting papers filed by the
11 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
12 of Class Action Settlement granted on September 30, 2025, and the instant Motion for Final
13 Approval of Class Action and PAGA Settlement, the Court grants final approval of the
14 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

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

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

27 3. With respect to the Class and for purposes of approving this Settlement only, this Court
28 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that

1 joinder of all members is impracticable; (b) there are questions of law or fact common the class
2 and a well-defined community of interest among members of the Class with respect to the subject
3 matter of the action; (c) the claims of Class Representative Dominique Chaparro are typical of the
4 claims of the Class Members; (d) the Class Representative has fairly and adequately protected the
5 interests of the Class; (e) a class action is superior to other available methods for an efficient
6 adjudication of this controversy; and (f) counsel of record for the Class Representative are qualified
7 to serve as Class Counsel.

8 4. The Court has certified a Class for settlement purposes only, defined as all current and
9 former hourly non-exempt employees who worked for Defendant in California during the Class
10 Period (from July 31, 2019 through October 14, 2024), and excluding any persons who opt-out of
11 the class. The Court deems this definition sufficient for purposes of California Rules of Court, Rule
12 3.765(a).

13 5. The Court hereby confirms John G. Yslas, Jeffrey C. Bils, Diego Aviles, Harry
14 Erganyan, Mariam Nazaretyan, and Lisa B. Iturriaga of Wilshire Law Firm, PLC as Class Counsel.

15 6. The Court hereby confirms Plaintiff Dominique Chaparro as the Class Representative.

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

25 8. The Court hereby approves that Defendant shall pay a total of \$550,000.00 to resolve
26 this litigation.

27 9. The Court finds and determines that the Individual Settlement Payments to be paid
28 to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court

1 hereby gives final approval to and orders the payment of those amounts to be made to the
2 Settlement Class Members in accordance with the Settlement.

3 10. From the Settlement Amount, the Court finds and determines that payment of
4 \$27,500.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
5 Workforce Development Agency will receive 75% (\$20,625.00), and the remaining 25%
6 (\$6,875.00) will be distributed to Aggrieved Employees (defined as all current or former hourly
7 non-exempt employees who worked for Defendant in the State of California during the PAGA
8 Period (July 31, 2022 through October 14, 2024). The Court hereby grants final approval to and
9 orders the payment of the amount in accordance with the Settlement.

10 11. From the Settlement Amount, the Court finds and determines the Class
11 Representative Service Payment of \$7,500.00 to the named Plaintiff is fair and reasonable. The
12 Court hereby grants final approval to and orders the payment of that amount to be paid to the named
13 Plaintiff for her service as a class representative and for her agreement to release claims.

14 12. From the Settlement Amount, the Court finds and determines that the fees and expenses
15 in administering the Settlement incurred by ILYM Group, Inc. (“ILYM”) in the amount of
16 \$7,950.00 are fair and reasonable. The Court hereby grants final approval to and orders the payment
17 of that amount in accordance with the Settlement.

18 13. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
19 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount
20 of \$183,333.33 and litigation costs in the amount of \$25,000.00. The Court hereby grants final
21 approval to and orders the payment of those amounts in accordance with the Settlement.

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

25 15. Defendant Cadence SL Windham Fresno, LLC (“Defendant”) shall not have any further
26 liability for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability,
27 except as provided for by the Settlement.

1 16. Neither the making of this Settlement nor the entry into the Settlement constitutes an
2 admission by Defendant, nor is this order a finding of the validity of any claims in this case or of
3 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
4 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
5 to carry out the terms of the Settlement be construed as an admission or concession by or against
6 Defendant.

7 17. Upon completion of administration of the Settlement, the Settlement Administrator will
8 provide written certification of such completion to the Court, which shall be filed with the Court
9 seven days before the non-appearance compliance hearing set for **February 5, 2027 at 3:30 p.m.**

10 18. The Court hereby enters final judgment in accordance with the terms of the Settlement,
11 the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and
12 this Order.

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

15 **IT IS SO ORDERED.**

16
17 Dated: _____

Honorable Jon M. Skiles
Judge of the Superior Court