

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Diego Aviles (SBN 315533)
diego.aviles@wilshirelawfirm.com
Harry Erganyan (SBN 333091)
harry.erganyan@wilshirelawfirm.com
Mariam Nazaretyan (SBN 334154)
mariam.nazaretyan@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**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] ORDER GRANTING
AMENDED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: September 30, 2025
Time: 3:30 p.m.
Dept.: 503

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiff Dominique Chaparro's ("Plaintiff") Amended Motion for
3 Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of
4 John G. Yslas, Plaintiff's declaration, the Declaration of Lisa Mullins, the Declaration of
5 Bennett Berger, and the Class Action and PAGA Settlement Agreement ("Settlement
6 Agreement"), and good cause appearing, the Court finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
10 terms set forth in the Settlement Agreement between Plaintiff and Defendant Cadence SL
11 Windham Fresno, LLC ("Defendant"), attached to the Declaration of John G. Yslas in Support
12 of the Amended Motion for Preliminary Approval of Class Action and PAGA Settlement as
13 **Exhibit 1.**

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$550,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
19 a \$27,500.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
20 which (\$20,625.00) will be paid to the State of California, Labor & Workforce Development
21 Agency and 25% of which (\$6,875.00) will be paid to eligible Aggrieved Employees; (c) Class
22 Representative Service Payment of up to \$7,500.00 to Plaintiff; (d) Class Counsel's attorneys'
23 fees, not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$183,333.33), and up
24 to \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)
25 Settlement Administration Costs of up to \$7,950.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

1 and reasonable to the Class Members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
12 Workforce Development Agency for its share of the settlement of claims for penalties under the
13 Private Attorneys General Act, and the Class Representative Service Payment should be finally
14 approved as fair, reasonable and adequate as to the members of the Class is hereby set in
15 accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Class"): means "all current and former hourly non-exempt employees who worked for
18 Defendant in California during the Class Period, and excluding any persons who opt-out of the
19 class."

20 6. "Class Period" means the period from July 31, 2019, through October 14, 2024.

21 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
22 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
23 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
24 of law and fact that are common, or of general interest, to all Settlement Class Members, which
25 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
26 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
27 the interests of the Settlement Class Members; and (5) a class action is superior to other
28 available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representative, for settlement purposes only, Plaintiff. The Court further preliminarily approves Plaintiff's ability to request a service payment up to \$7,500.00.

9. The Court appoints, for settlement purposes only, John G. Yslas, Diego Aviles, Harry Erganyan, Mariam Nazaretyan, and Lisa B. Iturriaga of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$183,333.33), and costs not to exceed \$25,000.00.

10. The Court appoints ILYM Group, Inc. Class Action Administration ("ILYM") as the Settlement Administrator with reasonable administration costs estimated not to exceed \$7,950.00.

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

14. The Court orders the following implementation schedule:

EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	7 days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Notice Packets	14 days after receipt of the Class Data

EVENT:	DEADLINE:
Class Member Opt Out, Objection and Workweek and/or Pay Period Dispute Deadline	45 days after mailing Notice to Class
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	Not later than 14 days before filing the Motion for Final Approval of the Settlement
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiff	16 court days before the calendared Final Approval Hearing
Final Approval Hearing	_____, 2025/2026 at _____ a.m./p.m. (suggested February 2, 2026)

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Jon M. Skiles
Fresno County Superior Court