

rec'd 5/1/25

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15 **SUPERIOR COURT OF CALIFORNIA**
16 **COUNTY OF NAPA**

17 ESTELA BARAJAS DE BOTELLO and ELVIA
18 SERVIN, on behalf of the State of California,
19 and Aggrieved Employees,

20 *Plaintiff,*

21 v.

22 BORAL STONE PRODUCTS, LLC NOW
23 DOING BUSINESS AS WESTLAKE ROYAL
24 STONE, LLC and DOES 1 – 100,

25 *Defendants.*

Case No. 22CV000732

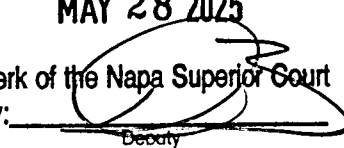
CPS
[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND ENTERING
JUDGMENT

Date: May 23, 2025
Time: 8:30 A.M.
Dept.: A

FILED

MAY 28 2025

Clerk of the Napa Superior Court

By: 

Deputy

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28 [PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT
Barajas, et al. v. Boral Stone Products, LLC Case No. 22CV000732

1 The Unopposed Motion for Final Approval of Class and PAGA Action Settlement
2 ("Motion"), filed by Plaintiffs Estela Barajas De Botello and Elvia Servin (collectively "Plaintiffs")
3 came on regularly for hearing before the Court on May 23, 2025 at 8:30 A.M. Consistent with the
4 Court's Order Granting Plaintiff's Unopposed Motion for Preliminary Approval of Class Action
5 and PAGA Settlement ("Preliminary Approval Order") and the Class and Representative Action
6 Settlement Agreement and Release ("Settlement"), attached as **Exhibit 1** to the Declaration of
7 Carolyn H. Cottrell previously filed with Plaintiff's Unopposed Motion for Preliminary Approval
8 of Class Action and PAGA Settlement, due and adequate notice having been given to all Settlement
9 Class Members, and having considered all papers filed and proceedings had herein, and otherwise
10 being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED,**
11 **AND DECREED AS FOLLOWS:**

12 1. All terms used herein shall have the same meanings as defined in the Settlement.

13 2. This Court has continuing jurisdiction over the subject matter of this Action and over all
14 parties to this Action, including all Participating Settlement Class Members and PAGA Settlement
15 Group, until the Settlement is fully administered. (*See* Cal. R. Ct., Rule 3.769(h)).

16 3. The Court further finds that the Settlement is fair, reasonable, and adequate and that
17 Plaintiffs have satisfied the standards and applicable requirements for final approval of this
18 Settlement under California law, including the provisions of California Code of Civil Procedure §
19 382 and Rule 3.769.

20 4. The Court finds that the Settlement has been reached as a result of intensive, serious and
21 non-collusive arm's-length negotiations. The Court further finds that the parties have conducted
22 extensive investigation and research, and counsel for the parties are able to reasonably evaluate
23 their respective positions. The Court also finds that Settlement will avoid additional substantial
24 costs, as well as avoid the delay and risks that would be presented by the further prosecution of the
25 Action. The Court has reviewed the monetary recovery that is being granted as part of the
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1 Settlement and recognizes the fair value to the Settlement Class Members and the PAGA
2 Settlement Group.

3 5. The Court finds that distribution of the Notice of Class and Representative Action
4 Settlement directed to the Settlement Class Members as set forth in the Settlement has been
5 completed in conformity with the Preliminary Approval Order, including individual notice to all
6 Settlement Class Members who could be identified through reasonable effort, and the best notice
7 practicable under the circumstances. The Notice of Settlement provided due and adequate notice of
8 the proceedings and of the matters set forth therein, including the proposed Settlement, to all
9 persons entitled to the Notice, and the Notice and its distribution fully satisfied the requirements of
10 due process.

11 6. The Court finds that no Settlement Class Members objected to the Settlement and no
12 Settlement Class Members have requested exclusion from the Class Settlement.

13 7. The Court hereby approves the Settlement and directs the Parties to effectuate the
14 Settlement according to its terms.

15 8. In the Court's Preliminary Approval Order, the Court certified the Settlement Class for
16 purposes of settlement. The Court finds, for purposes of settlement only, that the Class meets the
17 requirements for certification under California Code of Civil Procedure section 382. For purposes
18 of effectuating the Settlement, the Court finally certifies the Class as defined in the Settlement.

19 9. The Court finds that Plaintiffs were authorized to proceed on behalf of the State of California
20 under the California Private Attorneys General Act (Cal. Labor Code §§2698 *et seq.*) ("PAGA") to
21 resolve the PAGA claims asserted in the Complaint, that the State had an opportunity to review the
22 PAGA claims that Plaintiffs are releasing on the State's behalf pursuant to California Labor Code
23 Section 2699(l) and 2699.3, and that the State has expressed no objection to the PAGA portion of
24 this Settlement. Accordingly, Plaintiffs, all PAGA Settlement Group Members on whose behalf
25 Plaintiffs have settled these PAGA claims, and the State of California shall be deemed to have
26 expressly waived and relinquished, by operation of law and to the fullest extent permitted by law,
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1 the provisions, rights and benefits they otherwise may have had related to the Released PAGA
2 Claims as set forth in the Settlement.

3 10. As of the Effective Date, the Participating Class Members, including Plaintiffs, release the
4 Released Parties from the Released Claims for the Class Period.

5 11. As of the Effective Date, Plaintiffs, as proxies for the LWDA and the State of California,
6 and the PAGA Settlement Group members, release the Released Parties from all PAGA claims
7 covered by the PAGA Release. Plaintiffs, the LWDA, the State of California, and any other
8 individual or entity acting on behalf of or purporting to act on behalf of the LWDA and/or the State
9 shall be barred from asserting any PAGA Claims covered by the PAGA Release in the Actions or
10 any other pending or future litigation, arbitration, or other legal forum.

11 12. As of the Effective Date, Plaintiffs Barajas and Servin only, release the Class
12 Representatives' Released Claims.

13 13. The Court finds and orders that the Settlement is and constitutes a fair, reasonable and
14 adequate compromise of the Released Claims against Defendant and the Released Parties.

15 14. The Parties entered into the Settlement to resolve the dispute that has arisen between them
16 and to avoid the burden, expense and risk of continued litigation. In entering into the Settlement,
17 Defendant does not admit, and specifically denies, it has violated any state, federal, or local law;
18 violated any regulations or guidelines promulgated pursuant to any statute or any other applicable
19 laws, regulations or legal requirements; or engaged in any other unlawful conduct with respect to
20 its employees. Neither this Order, the Settlement, nor any document referred to herein, nor any
21 action taken to carry out the Settlement, shall be construed as an admission or concession by
22 Defendant of any such violations or failures to comply with any applicable law.

23 15. The Court hereby finds the individual settlement payments provided for under the
24 Settlement and the Notice of Settlement to be fair and reasonable in light of all the circumstances.
25 The Court, therefore, orders the calculations and the payments to be made and administered in
26 accordance with the terms of the Settlement and the Notice of Settlement.

16. The Court hereby approves and orders PAGA Payment in the amount of \$150,000.00 from the Gross Settlement Amount, \$112,500.00 of which is payable to the California Labor Workforce Development Agency, and \$37,500.00 of which will be payable to PAGA Settlement Group members based on a pro rata distribution. The funds for any check that remains uncashed one-hundred-eighty (180) days after the payment of first round settlement checks by the Settlement Administrator shall be transmitted by the Settlement Administrator to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

17. The Court hereby confirms Plaintiffs Estela Barajas de Botello and Elvia Servin as Class Representatives and Schneider Wallace Cottrell Konecky LLP (“SWCK”) and Mahoney Law Group, APC (“MLG”) as Class Counsel in the Action.

18. The Court hereby approves and orders a Class Representatives' Service Award to Plaintiff Estela Barajas de Botello in the amount of \$10,000.00 and Plaintiff Elvia Servin in the amount of \$10,000.00 from the Gross Settlement Amount for their efforts on behalf of the Settlement Class Members.

19. Pursuant to the terms of the Settlement and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$1,050,000.00, and attorneys' costs in the amount of \$20,251.97, from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel.

20. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual claims administration expenses incurred by the Settlement Administrator, Phoenix Class Action Administration Solutions (“Phoenix”), in the amount of \$16,950.00.

21. The Court also hereby orders that the deadline for making the Court-approved individual settlement awards, payment to the LWDA, attorneys' fees and costs payment, service award, and Settlement Administrator Costs payment is as set forth in the implementation schedule set forth below.

1 22. The Court hereby enters judgment in the entire Action as of the filing date of this Final
2 Approval Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting
3 the finality of this Final Approval Order and Judgment in any way, the Court hereby retains
4 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
5 and all orders entered in connection therewith pursuant to California Code of Civil Procedure §
6 664.6.

7 23. If the Settlement does not become final and effective in accordance with its terms, this Judgment
8 shall be rendered null and void and shall be vacated and, in such event, all related orders entered and all
9 releases delivered in connection herewith also shall be rendered null and void.

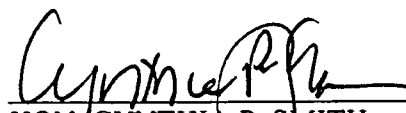
10 24. The Court approves the following implementation schedule:

Event	Deadline
Final Approval Hearing	May 23, 2025
Effective Date of Settlement (Settlement, ¶ I.12)	The date the Court's order granting Final Approval of Settlement becomes final. Such order becomes final as of the latest of the following occurrences: (i) sixty (60) days after the Court issues the Final Approval Order granting approval of this Settlement Agreement if no appeal is filed; or (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise resulting in approval of the Settlement, the day after the last date for filing a request for further review of the Court of Appeal's decision passes and no further review is requested; or (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal resulting in approval of the Settlement, and further review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, the day after the California Supreme Court affirms the judgment or order approving the Settlement.
Deadline for Phoenix to send Defendant's counsel electronic wiring instruction for paying the Total Settlement Amount into the Qualified Settlement Fund ("QSF"). Phoenix shall also	No later than seven (7) days after the Effective Date.

1	inform Defendant of the amount to be sent to the QSF to pay for the employer's share of payroll taxes in accordance with the Agreement. Settlement, ¶ III.11.).	
2		
3	Defendant shall fund the QSF (Settlement, ¶ III.11).	No later than ten (10) business days after the Effective Date.
4	Settlement Administrator to mail the Individual Settlement Payments, Individual PAGA Payments, Class Representatives' Service Award, and Class Counsel Award. (Settlement, ¶¶ III.12.a; III.14; III.15; III.17)	No later than ten (10) calendar days after Defendant fully funds the settlement.
5		
6	Phoenix to pay the Settlement Administrator Costs (Settlement, ¶ III.15).	No later than ten (10) days after Defendant fully funds the settlement.
7	Phoenix to mail reminder postcards to the Settlement Class members whose checks were not returned undeliverable and who have not cashed their checks (Settlement, ¶ III.13).	100 days before the Individual Settlement Payment and/or Individual PAGA Payment check(s) expire.
8		
9	Phoenix to distribute remaining funds to the California State Controller Unclaimed Property Fund under the names of the Settlement Class Members (Settlement, ¶ III.13).	180 calendar days after the checks' issuance.
10		
11	Deadline for Phoenix to provide provide Class Counsel and Defensa Counsel with a final report detailing its disbursement, by employee identification number only, of all payments made under the Settlement. (Settlement, ¶ III.16(a).).	Within ten (10) days after the Settlement Administrator disburse all funds in the Gross Settlement Amount.
12		
13	Deadline for Phoenix to prepare and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attention to its disbursement of all payments required under the Settlement. (Settlement, ¶ III.16(a).).	At least fifteen (15) days before any deadline set by the Court.
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20 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

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23 Dated: 5/27/25

24 
HON. CYNTHIA P. SMITH
Superior Court Judge

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26 Disbursement of Settlement Funds Handed
27 12/3/25 8³⁰ am Dept A
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PROOF OF SERVICE

I, Alma R. Suarez, declare the following:

I am over the age of eighteen years and not a party to the within entitled action. I am employed at Schneider Wallace Cottrell Konecky LLP located at 300 S. Grand Avenue, Suite 2700, Los Angeles, CA 90071

On May 1, 2025, served the following document(s) described as:

• **[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT**

on the following interested party(s):

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*Attorney For Defendant Boral Stone
Products LLC Now Known as Westlake
Royal Stone LLC*

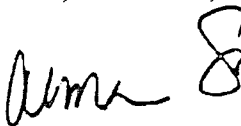
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☒ **BY ELECTRONIC SERVICE** by electronically mailing a true and correct copy in PDF format through Schneider Wallace Cottrell Konecky LLP's electronic mail system to the email address(s) set forth above from my email: asuarez@schneiderwallace.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 1, 2025, at Phoenix, Arizona.



Alma R. Suarez

PROOF OF SERVICE

Barajas, et al. v. Boral Stone Products, LLC Case No. 22CV000732