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FILED

JAN 14 2025

Clerk of the Napa Superior Court
By: [Signature]
Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF NAPA

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

Plaintiff,

v.

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

Defendants.

Case No. 22CV000732

Hon. Cynthia P. Smith

[Signature]
**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: January 7, 2025

Time: -8:30 a.m.- 9:30 AM

Dept.: A

1 The Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), filed
2 by Plaintiffs Estela Barajas de Botello and Elvia Servin, came on regularly for hearing before this Court
3 on 01/07/25 at 8:30 am Defendant Westlake Royal Stone LLC, formerly known as Boral Stone
4 Products LLC ("Defendant") does not oppose the Motion. The Court, having considered the Class and
5 Representative Action Settlement Agreement and Release ("Settlement") between Plaintiffs and
6 Defendant, filed herewith as **Exhibit 1** to the Declaration of Carolyn H. Cottrell ("Cottrell Decl."), as
7 well as the Motion, Memorandum of Points and Authorities in support thereof, supporting declarations,
8 all supporting documents attached thereto, and any arguments presented at the hearing on the Motion,
9 and good cause appearing therefore, **HEREBY ORDERS AND MAKES THE FOLLOWING**
10 **DETERMINATIONS:**

11 1. This Order incorporates by reference the parties' Settlement, and all defined terms
12 herein shall have the same meanings as set forth in the Settlement.

13 2. The Court **GRANTS** preliminary approval of the Settlement and finds its terms to be
14 fair, adequate, and within the range of reasonableness of a settlement that ultimately could be finally
15 approved by the Court at a Final Approval Hearing.

16 3. For purposes of the Settlement only, the Court finds that the proposed Class is
17 ascertainable and that there is a sufficiently well-defined community of interest among the Settlement
18 Class Members in questions of law and fact. Therefore, for settlement purposes only, the Court
19 **GRANTS** conditional certification of the Class, which is defined as follows:
20

21 All current and former hourly, non-exempt employees who were employed
22 by Westlake Royal Stone LLC, formerly known as Boral Stone Products
23 LLC, and worked in California during the time period starting from June
24 29, 2018, through February 3, 2024.

25 4. For settlement purposes, the Court hereby designates Plaintiffs Estela Barajas de
26 Botello and Elvia Servin as Class Representatives. The Court hereby designates Schneider Wallace
27 Cottrell Konecky LLP ("SWCK") and Mahoney Law Group, APC ("MLG") as Class Counsel.

28 5. The Court designates Phoenix Class Action Administration Solutions ("Phoenix") as

1 the third-party Settlement Administrator for mailing notices, administering the Settlement, and
2 carrying out all the other administrative responsibilities outlined in the Settlement.

3 6. The Court approves, as to form and content, the Class Notice, in the form attached as
4 **Exhibit 3** to the Settlement. Minor, non-substantive changes are permitted to the extent required to
5 facilitate notice administration.

6 7. The Court finds that the form of the Class Notice and the methods of giving notice to
7 Class Members constitute the best notice practicable under the circumstances and constitute valid, due,
8 and sufficient notice to all Class Members. The form and method of giving notice comply fully with
9 the requirements of Cal. Code Civ. Proc. § 382, Cal. Rules of Court 3.766 and 3.769, the California
10 and United States Constitutions, and other applicable law.

11 8. The Court further approves the procedures for Class Members to dispute the
12 information contained in the Class Notice, opt out of the Settlement, or object to the Settlement, as set
13 forth in the Settlement and as summarized in the Class Notice.

14 9. The procedures and requirements for submitting written objections in connection with
15 the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly
16 presentation of any Class Member's objection to the Settlement, in accordance with the due process
17 rights of all Class Members. Class Members are permitted to appear at the Final Approval Hearing
18 and object to the Settlement even if they do not submit written objections.

19 10. The Court directs the Settlement Administrator to send the Class Notice to the Class
20 Members via first-class U.S. Mail in accordance with the terms of the Settlement.

21 11. The Class Notice shall provide 45 days' notice from the date of initial mailing for Class
22 Members to dispute the information therein, opt out of the Settlement, or object to the Settlement.

23 12. The Final Approval Hearing on whether the Settlement should be finally approved as
24 fair, reasonable, and adequate is set for _____, 2025 at ____ a.m. / p.m. in Courtroom A.

13. At the Final Approval Hearing, the Court will consider: (a) whether to certify this action and Settlement Class as a class action under California Code of Civil Procedure § 382 for purposes of settlement only; (b) whether dissemination of the Class Notice was accomplished as directed and met the requirements of due process; (c) whether the Settlement should be finally approved as fair, reasonable, and adequate; (d) whether Plaintiffs' application for their Class Representative Service Awards should be granted; (e) whether Class Counsel's application for attorneys' fees and costs should be granted; (f) whether to direct distribution of the Settlement funds in accordance with the Settlement Agreement; (g) whether to dismiss this action finally, fully, forever, and with prejudice and in full and final discharge of any and all Released Claims as set forth in the Settlement; (h) whether to enter a Final Judgment.

14. Counsel for the Plaintiffs and if needed counsel for Defendant shall file memoranda, declarations, and other materials in support of their request for final approval of the Settlement, attorneys' fees and costs, Plaintiffs' service awards, and settlement administration costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

15. Administration of the Settlement shall proceed according to the following schedule consistent with Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement and the Class and Representative Action Settlement Agreement:

EVENT	DEADLINE
Preliminary Approval of the Settlement by the Court	TBD
Defendant to deliver Class Information or Class Data to the Settlement Administrator (Settlement Agreement, ¶ 9.)	Within thirty (30) days of the Court granting Preliminary Approval, to the extent possible.
Settlement Administrator shall notify counsel for the Parties that the Class information has been received and state the number of	No later than two (2) days after receipt of the Class Information.

1	EVENT	DEADLINE
2	Settlement Class Members on the list (Settlement Agreement, ¶ 9.)	
3	Settlement Administrator to mail Notice of Class and Representative Action Settlement to all Settlement Class Members via regular First-Class U.S. Mail (Settlement Agreement, 4 ¶ 9.a.)	Within fifteen (15) days after receiving the Class Information.
5	Settlement Class Member Response Deadline to: (a) submit a Request for Exclusion; (b) submit objections to the settlement; or (c) dispute the information contained in the Notice of Class and Representative Action Settlement. (Settlement Agreement, ¶¶ 9.a.-b., 10 36)	Forty-five (45) days after the Settlement Notice is initially mailed to the Class. Settlement Class Members who receive a re- mailed notice shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.
11	Settlement Administrator to re-mail all returned, undelivered mail. (Settlement Agreement, ¶ 9.b.)	Within five (5) days of receiving notice that a notice was undeliverable.
12	Settlement Administrator to provide Counsel with a copy of all valid Requests for Exclusion (Settlement Agreement, ¶ 5.)	Within five (5) calendar days of the final date to opt out.
13	Settlement Administrator to provide Counsel a complete list of all members of the Settlement Class who have timely submitted Request for Exclusion (Settlement Agreement, ¶ 9.e.)	Within seven (7) days after the Response Deadline.
14	Final Approval Hearing (Settlement Agreement, ¶ 26.)	Upon expiration of the Response Deadline, with the Court's permission.

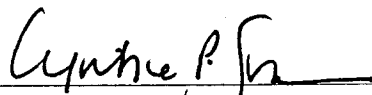
16. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are hereby stayed, and all deadlines are vacated.

17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either

1 this Order or the terms of the Settlement.

2 **IT IS SO ORDERED.**

3 Dated: 1/14/25

4 
HON. CYNTHIA R. SMITH
JUDGE OF THE SUPERIOR COURT