

FILED MAR 27 2026

BY

Deputy

D.LAW, INC.

Roman Shkodnik (SBN 285152)

Emma Geesaman (SBN 352715)

Enoch Kim (SBN 261146)

Arianna Razi (SBN 356930)

250 N Madison Avenue, 2nd Floor

Pasadena, CA 91101-1639

Tel.: (818) 962-6465 / Fax: (818) 962-6469

Emails: R.Shkodnik@d.law, e.geesaman@d.law, e.kim@d.law, a.razi@d.law

Attorneys for Plaintiff KELSIE KAY CORAY,  
on behalf of herself and others similarly situated

## SUPERIOR COURT OF THE STATE OF CALIFORNIA

## FOR THE COUNTY OF EL DORADO

ERIC WEXELMAN, as an individual and on  
behalf of all similarly situated employees,

Plaintiff,

vs.

J.S. WEST MILLING COMPANY; and DOES  
1-50, inclusive,

Defendants.

KELSIE KAY CORAY, on behalf of herself  
and others similarly situated,

Plaintiff,

vs.

J. S. WEST MILLING COMPANY dba J.S.  
WEST MILLING CO, a California  
Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. 23CV1510

Assigned for All Purposes To:

Hon. Hana Balfour

Department: 9

**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFFS' MOTION FOR APPROVAL  
OF PAGA SETTLEMENT AGREEMENT;  
FINAL JUDGMENT**

*[filed concurrently with Plaintiffs' Notice of  
Motion and Motion; Memorandum of Points and  
Authorities; and Declarations of Enoch J. Kim,  
Katherine J. Odenbreit, and Jodey Lawrence]*

Hearing Date:

Time: 8:30 a.m.

Department: 9

Wexelman v. J.S. West Milling Company:

Case No: 23CV1510

Original Complaint Filed: September 6, 2023

First Amended Complaint Filed: November 15, 2023

Second Amended Complaint Filed: November 10,  
2025Coray v. J.S. West Milling Company:

Case No: CV-24-000348

Original Complaint filed: January 11, 2024

First Amended Complaint filed: March 18, 2024

ELECTRONICALLY RECEIVED

Superior Court of California,

County of El Dorado

02/23/2026 at 05:54:13 PM

By: Courtney Akins, Deputy Clerk

**~~PROPOSED~~ ORDER GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT  
AGREEMENT; FINAL JUDGMENT**

1 Kevin Mahoney (SBN: 235367)

2 kmahoney@mahoney-law.net

3 Katherine J. Odenbreit (SBN: 184619)

4 kodenbreit@mahoney-law.net

5 **MAHONEY LAW GROUP, APC**

6 249 East Ocean Boulevard, Suite 814

7 Long Beach, CA 90802

8 Telephone No.: (562) 590-5550

9 Facsimile No.: (562) 590-8400

10 Attorneys for Plaintiff ERIC WEXELMAN,

11 as an individual and on behalf of all similarly situated employees

1 **ORDER**

2 On \_\_\_\_\_, 2026 at 8:30 a.m. in Department 9, Plaintiffs Eric Wexelman and Kelsie  
3 Coray ("Plaintiffs")'s unopposed Motion for Approval of PAGA Settlement Agreement, Amendment  
4 to PAGA Settlement Agreement, and Second Amendment to PAGA Settlement Agreement (together,  
5 "Settlement Agreement" or "Settlement") entered into by and between Plaintiffs, on behalf of  
6 themselves, the State of California, and all aggrieved employees (the "Aggrieved Employees"), and  
7 Defendant J.S. West Milling Company dba J.S. West Milling Co. ("Defendant"), came before the  
8 Court for hearing pursuant to the Private Attorney's General Act ("PAGA"), California Labor Code  
9 § 2698 *et seq.* Plaintiffs appeared via their counsel ("PAGA Counsel") and counsel also appeared for  
10 Defendant ("Defense Counsel"). There were no other appearances and no objections to the Motion  
11 for Approval of PAGA Settlement Agreement ("Motion"). Having considered the Motion, the  
12 Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE  
13 having been shown, Plaintiffs' Motion is GRANTED.

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

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

21 2. Aggrieved Employees are defined as all individuals who were employed by  
22 Defendant, as hourly, non-exempt employees in California at any time during the PAGA Period,  
23 which is the period from September 5, 2022, through March 10, 2025.

24 3. The Court has considered the nature of the claims, the amount paid in settlement,  
25 which is \$355,000.00 ("Gross Settlement Amount"), the allocation of settlement proceeds among the  
26 Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties'  
27 respective positions rather than the result of a finding of liability at trial. The Court hereby finds the  
28 Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has

1 been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore  
2 approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate  
3 the Settlement according to the terms outlined in the Settlement Agreement.

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

7 5. Effective on the date when Defendant fully funds the entire Gross Settlement Amount,  
8 Plaintiffs and Aggrieved Employees shall be bound by the following release set forth in the Settlement  
9 Agreement:

10 Release by Aggrieved Employees:

11 Effective on the date when Defendant fully funds the entire Gross Settlement  
12 Amount, all Aggrieved Employees will be bound by the judgment and are deemed to  
13 release, on behalf of themselves and their respective former and present representatives,  
14 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from  
15 all claims for PAGA penalties that were alleged, or reasonably could have been alleged,  
16 based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice  
17 and ascertained in the course of the Action, including, but not limited to, civil penalties  
18 pursuant to PAGA for or related to alleged violations of Labor Code §§ 201, 202, 203, 204,  
19 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5,  
20 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699 *et seq.*, and 2802;  
21 declaratory relief as it relates to the claims listed above, penalties recoverable pursuant to  
22 the claims listed above, interest, fees, costs, as well as all other claims and allegations  
23 alleged in the Action, throughout the PAGA Period ("Released PAGA Claims").

18 "Released Parties" means Defendant and all of its present and former parents, owners,  
19 subsidiaries, divisions, affiliated or related person or entities, and each of their respective officers,  
20 directors, employees, partners, shareholders, attorneys, agents, executors and assigns.

21 6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are  
22 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations  
23 alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any  
24 wrongdoing by Defendant, or any of the other Released Parties.

25 7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. and Mahoney  
26 Law Group, APC as PAGA Counsel for settlement purposes.

27 8. Pursuant to the terms of the Settlement, the Court awards a PAGA Counsel Fees  
28 Award to PAGA Counsel in the total amount of **\$118,333.33**, to be paid out of the Gross Settlement

Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

9. Pursuant to the terms of the Settlement, the Court awards a PAGA Counsel Costs Award to PAGA Counsel in the amount of **\$27,565.93**, to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

10. The Court appoints Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards an Administration Expenses Payment in the amount of **\$6,500.00** to Phoenix as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

11. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **\$202,600.74** shall be allocated as follows: 75% (**\$151,950.56**) will be paid to the LWDA and the remaining 25% (**\$50,650.18**) will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

12. The Court shall examine the final accounting at a Compliance Hearing set on 01/08/2027, ~~2026~~ at 8:30 am in department 9.

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

14. The Court hereby approves the settlement payment letter to be mailed to Aggrieved Employees along with the Individual PAGA Payments by the Administrator.

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

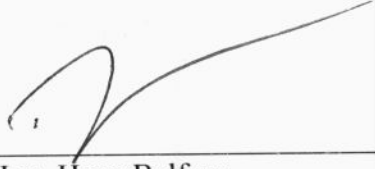
16. The Court hereby enters judgment of the entire Action, with prejudice, for the reasons set forth above and upon the terms set forth in the Settlement Agreement.

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

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

9 **IT IS SO ORDERED.**

10  
11 DATED: March 27, 2026

  
\_\_\_\_\_  
12 Hon. Hana Balfour  
13 Judge of the Superior Court  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28