EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Kelsie Coray and Eric Wexelman (collectively "Plaintiffs") and Defendant J.S. West Milling Company dba J.S. West Milling Co. ("Defendant"). The Agreement refers to Plaintiffs and Defendant jointly as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means the Plaintiffs' PAGA lawsuits alleging wage and hour violations against Defendant captioned *Kelsie Kay Coray v. J.S. West Milling Company dba J.S. West Milling Co.* filed on January 11, 2024, and pending in the Superior Court of the State of California, County of Stanislaus, Case No. CV-24-000348 and *Eric Wexelman v. J.S. West Milling Company* filed on September 6, 2023 and pending in the Superior Court of the State of California, County of El Dorado, Case No. 23CV1510.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of the Settlement.

1.4. "Aggrieved Employee" means all individuals who were employed by Defendant, as hourly, non-exempt employees in California at any time during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of El Dorado.

1.8. "Defendant" means named Defendant J.S. West Milling Company dba J.S. West Milling Co.

1.9. "Defense Counsel" means Hallie Spaulding of Palmer Kazanjian Wohl Hodson LLP.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no objections are made to the Settlement, the day the Court enters

Judgment; (b) if one or more objections are made to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.11. "Gross Settlement Amount" means Three Hundred and Fifty-Five Thousand Dollars and Zero Cents ($355,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees and Costs Award, and the Administration Expenses Payment.

1.12. "Individual PAGA Payment" means the Aggrieved Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. "Judgment" means the judgment entered by the Court based upon the Order Granting Approval of the PAGA Settlement.

1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees and Costs Award, and the Administration Expenses Payment. The remainder (Net Settlement Amount) is to be paid to Aggrieved Employee as Individual PAGA Payments.

1.17. "PAGA Counsel" means David Yeremian, Roman Shkodnik, and Emma Geesaman of D.Law, Inc. and Kevin Mahoney and Katherine Odenbreit of Mahoney Law Group, APC the attorneys representing Plaintiffs in the Action.

1.18. "PAGA Counsel Fees and Costs Award" means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees in an amount up to one-third of the Gross Settlement Amount ($118,333.33) and incurred expenses to litigate and resolve the Action, as awarded by the Court and to be paid out of the Gross Settlement Amount.

1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee met the definition of an Aggrieved Employee for at least one day during the PAGA Period.

1.20. "PAGA Period" means the period from September 5, 2022, through March 10, 2025.

1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.22. "PAGA Notices" mean Plaintiffs' letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA in settlement of the PAGA claims.

1.24. "PAGA Representatives" or "Plaintiffs" means Kelsie Coray and Eric Wexelman, the named Plaintiffs in the Actions seeking Court approval to serve as the PAGA Representatives.

1.25. "Approval Order" means the proposed Order Granting Approval of the PAGA Settlement.

1.26. "Released PAGA Claims" means the claims being released by Plaintiff and the Aggrieved Employees as described in Paragraph 5 below.

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

1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. On September 5, 2023 Plaintiff Eric Wexelman ("Wexelman") submitted notice to the LWDA of alleged violations of PAGA. On September 6, 2023, Wexelman commenced this Action by filing a class action complaint on behalf of all non-exempt employees who worked for Defendant in California during the four years preceding the filing of the lawsuit alleging: (1) unpaid wages, including minimum wages and overtime under Labor Code §§ 204, 510, 1182.12, 1194, and 1194.2; (2) failure to provide meal periods under Labor Code §§ 226.7 and 512; (3) failure to provide rest periods under Labor Code § 226.7; (4) failure to provide accurate itemized wage statements under Labor Code § 226; (5) failure to reimburse necessary business expenditures under Labor Code § 2802; (6) failure to pay all wages due at separation of employment under Labor Code §§ 201-203; and (7) unfair/unlawful business practices. On November 15, 2023, Wexelman filed a First Amended Complaint to include a representative PAGA claim. ("Wexelman Complaint"). Defendant denies the allegations in the Wexelman Complaint, denies any failure to comply with the laws identified in the Wexelman Complaint, and denies any and all liability for the causes of action alleged.

2.2. On January 11, 2024, Defendant filed a Motion to Compel Arbitration of Wexelman's individual claims. On May 10, 2024, the El Dorado County Court granted Defendant's motion and ordered Plaintiff Wexleman's individual claims to arbitration and stayed the representative PAGA claims.

2.3. On January 11, 2024, Plaintiff Kelsie Coray ("Coray") submitted notice to the LWDA of alleged violations of PAGA. On January 11, 2024, Coray filed a class action complaint in the Stanislaus Superior Court on behalf of herself and all non-exempt employees who worked for Defendant in California during the four years preceding the filing of the action alleging: (1) failure to pay minimum wages; (2) failure to pay wages and overtime under Labor Code § 510; (3) meal-period liability under Labor Code § 226.7; (4) rest period liability under Labor Code § 226.7; (5) Reimbursement of Necessary Expenditures under Labor Code § 2802; (6) Violation of Labor Code § 226; (7) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (8) Penalties Pursuant to Labor Code § 203; (9) Failure to Pay Proper Vacation Wages under Labor Code § 227.3; (10) Failure to Pay Proper Sick Pay Under Labor Code §§ 245 *et seq*. and 246; and (11) Violation of Business & Professions Code § 17200 *et seq*. On March 18, 2024, Coray filed a First Amended Complaint including a PAGA representative cause of action. ("Coray Complaint"). Defendant denies the allegations in the Coray Complaint, denies any failure to comply with the laws identified in the Coray Complaint, and denies any and all liability for the causes of action alleged.

2.4. On June 28, 2024, Defendant filed a motion to compel Coray's individual claims to arbitration. On August 20, 2024, the Court granted Defendant's motion and ordered Coray's individual claims to arbitration and stayed the representative PAGA claims.

2.5. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave written notice to Defendant and the LWDA by sending the PAGA Notices.

2.6. The Parties exchanged informal discovery, including the production of policies and time and pay records of Aggrieved Employees.

2.7. On March 10, 2025, the Parties participated in a mediation with Jason Marsili and reached this agreement through arm's length negotiations.

2.8. To effectuate the Settlement, Plaintiffs will file a Second Amended Complaint ("Operative Complaint") in the Wexelman Action to add Plaintiff Kelsie Coray and all PAGA claims and causes of action asserted in the Coray Complaint. The Court's approval of the Parties' stipulation to file the Operative Complaint is a material term of the Settlement. If the Court does not grant leave to file the Operative Complaint, the Parties shall work together in good faith to agree on a revised settlement agreement. If the Parties are unable to reach an agreement, this Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of the Settlement will likewise be treated as void from the beginning. If, for any reason, the Court does not grant Final Approval, Defendant will have 30 days from that date to file an answer to the SAC.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendant promises to pay Three Hundred and Fifty-Five Thousand Dollars and Zero Cents ($355,000.00) and no more as the Gross Settlement Amount to settle the PAGA claims alleged in the Operative Complaint. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in

Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To the Administrator: An Administration Expenses Payment not to exceed Six Thousand and Five Hundred Dollars and Zero Cent ($6,500) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $6,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.2. PAGA Counsel Fees and Cost Award: One-third of the Gross Settlement Amount which is currently estimated to be One Hundred and Eighteen Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents ($118,333.33) to PAGA Counsel for services that it has rendered, and up to Fifteen Thousand Dollars ($15,000) for expenses incurred prosecuting this case, subject to court approval. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file a motion for PAGA Counsel Fees and Cost Award as required by the Court. If the Court approves a PAGA Counsel Fees and Cost Award less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties to be distributed to the LWDA and Aggrieved Employees.

3.2.3. To the LWDA and Aggrieved Employees: The PAGA Penalties will be determined after the deductions from the Gross Settlement Amount for Administration Expenses Payment, PAGA Counsels' Fees and Costs as awarded by the Court. The estimated PAGA Penalties of Two Hundred Fifteen Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents ($215,166.67) to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment (approximately $161,375.00) and 25% allocated to the Individual PAGA Payments (approximately $53,791.67). All PAGA Penalty payments to the Aggrieved Employees are deemed penalties and interest for which a form 1099 shall issue.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (approximately $53,791.67) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay

Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5. Released Parties shall have no tax liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any PAGA Counsel Fees and Cost Award. The Administrator will pay the PAGA Counsel Fees and Cost Award using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and Cost Award and holds Defendant harmless from any dispute or controversy regarding any division or sharing of any of these payments.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Data: Not later than 30 days after the Court issues the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. Funding of Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount by transmitting Three Hundred and Fifty-Five Thousand and Zero Cents ($355,000.00) to the Administrator no later than 45 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount: Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement

Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.3.3. For any Aggrieved Employees whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.3.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASE OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release: Plaintiffs and their respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims, actions, or causes of actions he has or may have against them. Plaintiffs and their respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns also generally, release and discharge Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices and ascertained in the course of the Action, including, but not limited to, civil penalties pursuant to PAGA for or related to alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699 *et seq.*, and 2802; and injunctive relief as it relates to the claims listed above, declaratory relief as it relates to the claims listed above, liquidated damages, penalties recoverable pursuant to the claims listed above, interest, fees, costs, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period ("Released PAGA Claims"). This release excludes the release of claims not permitted by law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

6. **MOTION FOR APPROVAL OF SETTLEMENT**. The Parties agree to jointly prepare and file a motion for approval of this Settlement.

6.1. Plaintiffs' Responsibilities: Plaintiffs and PAGA Counsel will prepare all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(f)(2), including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)); and (iii) a fully executed copy of this Agreement (Labor Code section 2699, subd. (l)(2)).

6.2. Contemporaneous with seeking Court approval, the settlement documents will be sent by PAGA Counsel to the LWDA for review so that it has the opportunity to object to all or part of the Settlement. However, Aggrieved Employees cannot opt-out of the Settlement.

6.3. Responsibilities of PAGA Counsel: PAGA Counsel shall be responsible for expeditiously finalizing and filing the motion after the full execution of this Agreement; obtaining a prompt hearing date for the motion; and for appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.4. Duty to Cooperate: If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval or conditions approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION**.

7.1. Selection of Administrator: The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number: The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund: The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties: The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on a review of the records to date, Defendant estimates there are approximately 478 Aggrieved Employees who worked a total of approximately 17,438 PAGA Periods through March 2025. If the total number of PAGA Pay Periods encompassed within the PAGA Period exceeds 17,438 by more than 10% (i.e., if the total PAGA Pay Periods exceeds 19,182 pay periods), then the Gross Settlement Amount shall be increased in proportion to the percentage increase in the number of PAGA Pay Periods encompassed in the PAGA Period in excess of 10% (e.g., if there was a 12% increase in PAGA Pay Periods, then Defendant would agree to increase the Gross Settlement Amount by 2%), or the Defendant can instead opt to end the PAGA period as of the date that the PAGA pay periods reached 19,182.*

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement

solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal: Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees and Cost Award, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability for Other Purposes: This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Approval or enter Judgment, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. Integrated Agreement: Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization: PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation: The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5. No Prior Assignments: The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6. No Tax Advice: Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. Modification of Agreement: This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8. Agreement Binding on Successors: This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. Applicable Law: All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. Cooperation in Drafting: The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11. Confidentiality: To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. Headings: The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.13. Calendar Days: Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.14. Notice: All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

To Plaintiffs:

D.Law, Inc.
Emil Davtyan
Emil@d.law
David Yeremian
d.yeremian@d.law
Roman Shkodnik
r.shkodnik@d.law
Emma Geesaman
e.geesaman@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

Mahoney Law Group, APC
Katherine Odenbreit
kodenbreit@mahoney-law.net
249 East Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Fax: (562) 590-8400

To Defendant:

Palmer Kazanjian Wohl Hodson LLP
Larry M. Kazanjian
lkazanjian@pkwhlaw.com
Hallie R. Spaulding
hspaulding@pkhwlaw.com
2277 Fair Oaks Boulevard, Suite 455
Sacramento, CA 95825
Telephone: (916) 442-3552

10.15. Execution in Counterparts: This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.16. Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

Dated: 5/29/2025, 2025

Kelsie Coray

DocuSigned by:

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Dated: July 31, 2025

Eric Wexelman

Dated: June 24, 2025

J.S. West Milling Company dba J.S. West Milling Co.

By: ______________

Title: PRESIDENT

Approved as to form and content:

Dated: June 30, 2025

MAHONEY LAW GROUP, APC

Katherine Odenbreit

Katherine Odenbreit, Esq.
Attorneys for Plaintiff Eric Wexelman

Dated: May 29, 2025

D.LAW, INC.

David Yeremian, Esq.
Roman Shkodnik, Esq.

Emma Geesaman, Esq.
Attorneys for Plaintiff Kelsie Coray

Dated: June 24, 2025

PALMER KAZANJIAN WOHL HODSON LLP

Hallie Spaulding
Attorneys for Defendant
J.S. West Milling Company dba J.S. West Milling Co.

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SIGNED	**07 / 31 / 2025** 19:03:20 UTC	Signed by Eric Wexelman (ericwexelman751@gmail.com) IP: 174.236.229.133
COMPLETED	**07 / 31 / 2025** 19:03:20 UTC	The document has been completed.

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

This shall serve as an amendment to the PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") entered into in July 2025 between Plaintiffs Kelsie Coray and Eric Wexelman (collectively "Plaintiffs"), on behalf of themselves and as representatives of the State of California and Aggrieved Employees, and Defendant J.S. West Milling Company dba J.S. West Milling Co. ("Defendant) (Plaintiffs and Defendant are collectively referred to as "the Parties"). All other settlement terms remain the same.

The following provisions of the Settlement Agreement are hereby amended and superseded as follows:

- 3.2.2. <u>PAGA Counsel Fees and Cost Award</u>: One-third of the Gross Settlement Amount which is currently estimated to be One Hundred and Eighteen Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents ($118,333.33) to PAGA Counsel for services that it has rendered, and up to Thirty-Two Thousand Dollars ($32,000.00) for expenses incurred prosecuting this case, subject to court approval. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file a motion for PAGA Counsel Fees and Cost Award as required by the Court. If the Court approves a PAGA Counsel Fees and Cost Award less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties to be distributed to the LWDA and Aggrieved Employees.

Dated: 1/23/2026

DocuSigned by:
C82CDEFAB981421...

Kelsie Coray
Plaintiff

Dated: ____________________

____

Eric Wexelman
Plaintiff

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

This shall serve as an amendment to the PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") entered into in July 2025 between Plaintiffs Kelsie Coray and Eric Wexelman (collectively "Plaintiffs"), on behalf of themselves and as representatives of the State of California and Aggrieved Employees, and Defendant J.S. West Milling Company dba J.S. West Milling Co. ("Defendant) (Plaintiffs and Defendant are collectively referred to as "the Parties"). All other settlement terms remain the same.

The following provisions of the Settlement Agreement are hereby amended and superseded as follows:

- 3.2.2. PAGA Counsel Fees and Cost Award: One-third of the Gross Settlement Amount which is currently estimated to be One Hundred and Eighteen Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents ($118,333.33) to PAGA Counsel for services that it has rendered, and up to Thirty-Two Thousand Dollars ($32,000.00) for expenses incurred prosecuting this case, subject to court approval. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file a motion for PAGA Counsel Fees and Cost Award as required by the Court. If the Court approves a PAGA Counsel Fees and Cost Award less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties to be distributed to the LWDA and Aggrieved Employees.

Dated: ____________________

____
Kelsie Coray
Plaintiff

Dated: 02 / 03 / 2026

EW
____
Eric Wexelman
Plaintiff

DEFENDANT J.S. WEST MILLING COMPANY DBA J.S. WEST MILLING CO.

Dated: 2/6/26

____

By: MICHAEL WEST

Title: PRESIDENT

APPROVED AS TO FORM:

D.LAW, INC.

Dated: ____________________

____

David Yeremian, Esq.
Enoch J. Kim, Esq.
Arianna N. Razi, Esq.
Attorneys for Plaintiff Kelsie Coray

MAHONEY LAW GROUP, APC

Dated: ____________________

____

Katherine Odenbreit, Esq.
Attorneys for Plaintiff Eric Wexelman

PALMER KAZANJIAN WOHL HODSON LLP

Dated: 02/05/2026

____

Hallie Spaulding
Attorneys for Defendant
J.S. West Milling Company dba J.S. West Milling Co.

DEFENDANT J.S. WEST MILLING COMPANY DBA J.S. WEST MILLING CO.

Dated: ____________________ ____________________________________

By: ___________________________

Title: ___________________________

APPROVED AS TO FORM:

D.LAW, INC.

Dated: January 23, 2026 ____________________________________
David Yeremian, Esq.
Enoch J. Kim, Esq.
Arianna N. Razi, Esq.
Attorneys for Plaintiff Kelsie Coray

MAHONEY LAW GROUP, APC

Dated: ______________________ ____________________________________
Katherine Odenbreit, Esq.
Attorneys for Plaintiff Eric Wexelman

PALMER KAZANJIAN WOHL HODSON LLP

Dated: ______________________ ____________________________________
Hallie Spaulding
Attorneys for Defendant
J.S. West Milling Company dba J.S. West Milling Co.

DEFENDANT J.S. WEST MILLING COMPANY
DBA J.S. WEST MILLING CO.

Dated: ____________________ ________________________________

By: ________________________

Title: ________________________

APPROVED AS TO FORM:

D.LAW, INC.

Dated: ____________________ ________________________________

David Yeremian, Esq.
Enoch J. Kim, Esq.
Arianna N. Razi, Esq.
Attorneys for Plaintiff Kelsie Coray

MAHONEY LAW GROUP, APC

Dated: 2/6/26 ________________________________

Katherine Odenbreit, Esq.
Attorneys for Plaintiff Eric Wexelman

PALMER KAZANJIAN WOHL HODSON LLP

Dated: ____________________ ________________________________

Hallie Spaulding
Attorneys for Defendant
J.S. West Milling Company dba J.S. West Milling Co.

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Title	Wexelman v JS Milling-Amendment to PAGA Settement Agreement
File name	Amendment to PAGA...ures 01.05.26.pdf
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Document History

SENT	**01 / 29 / 2026** 20:18:11 UTC	Sent for signature to Eric Wexelman (ericwexelman751@gmail.com) by support@practicepanther.com acting on behalf of kodenbreit@mahoney-law.net IP: 71.95.189.234
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COMPLETED	**02 / 03 / 2026** 14:05:39 UTC	The document has been completed.

SECOND AMENDMENT TO PAGA SETTLEMENT AGREEMENT

This shall serve as a second amendment to the PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") entered into in July 2025 between Plaintiffs Kelsie Coray and Eric Wexelman (collectively "Plaintiffs"), on behalf of themselves and as representatives of the State of California and Aggrieved Employees, and Defendant J.S. West Milling Company dba J.S. West Milling Co. ("Defendant) (Plaintiffs and Defendant are collectively referred to as "the Parties"). All other settlement terms remain the same.

The following provisions of the Settlement Agreement are hereby amended and superseded as follows:

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

<u>APPROVED AS TO FORM:</u>

D.LAW, INC.

Dated: February 17, 2026

David Yeremian, Esq.
Enoch J. Kim, Esq.
Arianna N. Razi, Esq.

Attorneys for Plaintiff Kelsie Coray

MAHONEY LAW GROUP, APC

Dated: _February 17, 2026________________ ___________________________________

Katherine Odenbreit, Esq.
Attorneys for Plaintiff Eric Wexelman

PALMER KAZANJIAN WOHL HODSON LLP

Dated: 02/17/2026 ___________________________________

Hallie Spaulding
Attorneys for Defendant
J.S. West Milling Company dba J.S. West Milling Co.

EXHIBIT A

[DATE]

Dear [NAME]:

The enclosed check is your proportional share of the California Private Attorneys General Act ("PAGA") settlement payment in the lawsuit entitled *Eric Wexelman, et al. v. J.S. West Milling Company dba J.S. West Milling Co.* (El Dorado County Superior Court Case No. 23CV1510). As relevant to the enclosed check, the lawsuit alleged that J.S. West Milling Company dba J.S. West Milling Co. ("J.S. West") violated the Labor Code. J.S. West denied the allegations but reached a settlement to avoid the expense and disruption of further litigation.

You are receiving this check because you worked for J.S. West in California and as a non-exempt hourly employee from September 5, 2022 to March 10, 2025. The settlement includes a full release of the PAGA claim for (1) violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq*., 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699 *et seq*., and 2802; and (2) as well as the applicable provisions of the Industrial Wage Orders.

Enclosed you will also find an IRS Form 1099 for 100% of this payment. This payment will be reported to the IRS through form 1099 and you are responsible for tax payments, if any, that result from this payment. Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date. If you have any questions about this payment, contact the Settlement Administrator at [PHONE NUMBER]. Please note that the Settlement Administrator cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Regards,

Phoenix, Settlement Administrator for *Eric Wexelman, et al. v. J.S. West Milling Company dba J.S. West Milling Co.*