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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

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PAGA
SETTLEMENT AGREEMENT**

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

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,
2025

Coray v. J.S. West Milling Company:

Case No: CV-24-000348

Original Complaint filed: January 11, 2024

First Amended Complaint filed: March 18,
2024

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as an individual and on behalf of all similarly situated employees

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1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

3. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of Plaintiffs' Motion for Approval of PAGA Settlement Agreement ("Motion"). A copy of the PAGA Settlement Agreement, Amendment to PAGA Settlement Agreement, and Second Amendment to PAGA Settlement Agreement (together, "Settlement Agreement" or "Settlement") is attached as **Exhibit 1** hereto, with the settlement payment letter attached as **Exhibit A** to the Settlement Agreement.

4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Eric Wexelman gave timely written notice to Defendant and the Labor and Workforce Development Agency (“LWDA”) by sending his PAGA Notice on September 5, 2023 (LWDA-CM-979780-23). A true and correct copy of his PAGA Notice is attached hereto as **Exhibit 2**. The LWDA did not respond to Plaintiff Eric Wexelman’s PAGA Notice and did not notify him that it intended to investigate his allegations.

5. On September 6, 2023, Plaintiff Eric Wexelman filed a class action complaint in the El Dorado County Superior Court, Case No. 23CV1510, against Defendant alleging claims under the California Labor Code for (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

1 accurate itemized wage statements under Labor Code § 226; (5) failure to reimburse necessary
2 business expenditures under Labor Code § 2802; (6) failure to pay all wages due at separation of
3 employment under Labor Code §§ 201-203; and (7) unfair/unlawful business practices (the
4 “Wexelman Action” or “Action”).

5 6. On November 15, 2023, 65 days after Plaintiff Eric Wexelman’s submission of his
6 PAGA Notice, Plaintiff Eric Wexelman filed a First Amended Complaint, alleging an eighth cause
7 of action for Penalties Pursuant to Labor Code § 2699, *et seq.*

8 7. On January 11, 2024, Defendant filed a Motion to Compel Arbitration of Plaintiff Eric
9 Wexelman’s individual claims. On May 10, 2024, the El Dorado County Superior Court granted
10 Defendant’s motion and ordered Plaintiff Eric Wexelman’s individual claims to arbitration and
11 stayed the representative PAGA claims.

12 8. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Kelsie Kay Coray gave timely
13 written notice to Defendant and the LWDA by sending her PAGA Notice on January 11, 2024
14 (LWDA-CM-1004487-24). A true and correct copy of her PAGA Notice is attached hereto as
15 **Exhibit 3**. The LWDA did not respond to Plaintiff Kelsie Kay Coray’s PAGA Notice and did not
16 notify her that it intended to investigate her allegations.

17 9. On January 11, 2024, Plaintiff Kelsie Kay Coray filed a class action complaint in the
18 Stanislaus County Superior Court, Case No. CV-24-000348, against Defendant alleging claims under
19 the California Labor Code for (1) failure to pay minimum wages; (2) failure to pay wages and
20 overtime under Labor Code § 510; (3) meal-period liability under Labor Code § 226.7; (4) rest-break
21 liability under Labor Code § 226.7; (5) reimbursement of necessary expenditures under Labor Code
22 § 2802; (6) violation of Labor Code § 226; (7) failure to keep required payroll records under Labor
23 Code §§ 1174 and 1174.5; (8) penalties pursuant to Labor Code § 203; (9) failure to pay proper
24 vacation wages under Labor Code § 227.3; (10) failure to pay proper sick pay under Labor Code §§
25 245 *et seq.* and 246; and (11) violation of business & professions code § 17200 *et seq.* (the “Coray
26 Action”).

27 10. On March 18, 2024, 65 days after Plaintiff Kelsie Kay Coray’s submission of her PAGA
28 Notice, Plaintiff Kelsie Kay Coray filed a First Amended Complaint, alleging a twelfth cause of

1 action for Penalties Pursuant to Labor Code § 2699, *et seq.*

2 11. On June 21, 2024, the Parties filed a Joint Stipulation to Arbitrate Individual Class
3 Claims and [Proposed] Order, which effectively dismissed Plaintiff Kelsie Kay Coray’s class action
4 allegations, pursuant to an arbitration agreement Plaintiff Kelsie Kay Coray signed while employed
5 with Defendant which contained a class action waiver, which the Court granted on June 25, 2024.

6 12. On June 28, 2024, Defendant filed a Motion to Compel Arbitration of Plaintiff Kelsie
7 Kay Coray’s individual PAGA claims. On August 22, 2024, the Stanislaus County Superior Court
8 granted Defendant’s motion and ordered Plaintiff Kelsie Kay Coray’s individual PAGA claims to
9 arbitration and stayed the representative PAGA claims.

10 13. The Parties mediated this matter before Jason Marsili, a well-respected employment law
11 mediator, on March 10, 2025, and reached a settlement through arm’s length negotiations of the
12 Plaintiffs’ representative PAGA claims.

13 14. On October 29, 2025, Plaintiff Eric Wexelman and Defendant filed a Stipulation to Lift
14 the Stay of the PAGA Claims and for Plaintiff to File Second Amended Complaint, which the Court
15 granted on November 5, 2025, for purposes of filing the Second Amended Complaint and obtaining
16 Court approval of the PAGA settlement.

17 15. To effectuate the Settlement, on November 10, 2025, the Parties filed a Second Amended
18 Complaint (“Operative Complaint”) in the Wexelman Action, adding Plaintiff Kelsie Kay Coray as
19 a representative PAGA Plaintiff and the PAGA claims asserted in the Coray Action.

20 16. Before filing the lawsuit, PAGA Counsel investigated and researched the facts and
21 circumstances underlying the pertinent issues and the law applicable thereto. This required thorough
22 discussions and interviews between PAGA Counsel and Plaintiffs, as well as preliminary research
23 into the various legal issues involved in the case. After conducting our initial investigation, we
24 determined that Plaintiffs’ claims were well-suited to proceed on a representative basis owing to
25 what appeared to be a common course of conduct affecting a similarly situated group of employees.

26 17. After initiating the Action, the Parties met and conferred about the claims and issues in
27 this case, including the existence of an arbitration agreement with a class action waiver between the
28 Parties, and agreed to explore resolution of this case through mediation with a highly respected

mediator. Prior to mediation, Defendant provided data, numbers, and documents, including two signed Meal and Rest Period Acknowledgment and Waiver, a sampling of Aggrieved Employee's timekeeping and payroll data, information and documentation regarding Defendant's wage and hour policies, Plaintiffs' wage statements and personnel file, meal period and rest period information, and Plaintiffs' signed arbitration agreements. Defendant also provided information relating to the number of Aggrieved Employees and PAGA Pay Periods.

18. The information and data exchanged by Plaintiffs and Defendant prior to and during mediation and settlement negotiations were sufficient to reliably assess the merits of the Parties' respective positions, to compromise the issues on a fair and equitable basis, and to devise a formula for distribution of civil penalties among the Aggrieved Employees that took into consideration the strength of the PAGA claims.

SETTLEMENT NEGOTIATIONS AND TERMS

19. On March 10, 2025, the parties attended an all-day mediation with highly respected wage and hour mediator Jason Marsili. During mediation, the Parties exchanged further information and discussed all aspects of the case, including Plaintiffs' claims, Defendant's defenses, procedural challenges in this case, and the prospects of further litigation. The Parties recognized that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings and that further litigation would lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties took into account the risk and uncertainty of the outcome inherent in any litigation in representative actions such as this one.

20. With the assistance of a highly respected wage and hour mediator, the Parties agreed to the general terms for settling this Action and finalized the long-form PAGA Settlement Agreement.

21. The Parties believe and agree that the PAGA Settlement provides for a fair, adequate, and reasonable resolution of the Action and have arrived at the Settlement after extensive, arm's length negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that the Settlement confers real benefits upon the State and Aggrieved Employees and that an independent review of the Settlement by the Court in the approval process will confirm this

1 conclusion.

2 22. For purposes of the Settlement, “Aggrieved Employee” is defined as: all individuals who
3 were employed by Defendant, as hourly, non-exempt employees in California at any time during the
4 PAGA Period, which is the period from September 5, 2022, through March 10, 2025. (Exhibit 1, ¶¶
5 1.4, 1.20.) Based on a review of the records to date, Defendant estimates there are approximately
6 478 Aggrieved Employees who worked a total of approximately 17,438 PAGA Periods through
7 March 2025. (Exhibit 1, ¶ 8.) If the total number of PAGA Pay Periods encompassed within the
8 PAGA Period exceeds 17,438 by more than 10% (i.e., if the total PAGA Pay Periods exceeds 19,182
9 pay periods), then the Gross Settlement Amount shall be increased in proportion to the percentage
10 increase in the number of PAGA Pay Periods encompassed in the PAGA Period in excess of 10%
11 (e.g., if there was a 12% increase in PAGA Pay Periods, then Defendant would agree to increase the
12 Gross Settlement Amount by 2%), or the Defendant can instead opt to end the PAGA period as of
13 the date that the PAGA pay periods reached 19,182. (*Id.*)

14 23. The Settlement Agreement requires Defendant to pay the total sum of \$355,000.00 (the
15 “Gross Settlement Amount” or “GSA”). (Exhibit 1, ¶ 1.11.) Defendant shall fully fund the Gross
16 Settlement Amount by transmitting the Gross Settlement Amount to the Administrator no later than
17 forty-five (45) days after the Effective Date. (Exhibit 1, ¶ 4.2.) The Gross Settlement Amount will
18 be allocated as follows, pending Court approval:

- 19 a) Attorneys’ fees in the amount of one-third of the Gross Settlement Amount, or
20 \$118,333.33, and litigation costs in the amount of \$27,565.93 (“PAGA Counsel
21 Fees and Costs Award”) (Exhibit 1, ¶ 3.2.2);
- 22 b) Administration costs of no more than \$6,500.00 to be paid to the Administrator,
23 Phoenix Class Action Administration Solutions (“Phoenix”), for sending notices
24 and for calculating settlement shares, preparing all checks and mailings, and
25 preparing the necessary tax return and reporting documents (“Administration
26 Expenses Payment”) (Exhibit 1, ¶ 3.2.1); and
- 27 c) The remainder of the Gross Settlement Amount after deducting the above costs
28 (“Net Settlement Amount”) is approximately \$202,600.74 and shall be allocated

1 between the LWDA and the Aggrieved Employees pursuant to Labor Code
2 section 2699(i), with 75% (\$151,950.56) being paid to the LWDA (“LWDA
3 PAGA Payment”) and 25% (\$50,650.18) being paid to the Aggrieved Employees
4 on a pro-rata basis (“Individual PAGA Payment”) (Exhibit 1, ¶ 3.2.3.) The
5 average payment to the Aggrieved Employees will be approximately \$105.96 per
6 person (\$50,650.18 divided by 478 Aggrieved Employees, which is the
7 approximate number of Aggrieved Employees based on the information provided
8 by Defendant) as their share of the Individual PAGA Payment.

9 24. From PAGA Counsel’s review of the facts, strengths, and weaknesses of the case, the
10 risks and delays posed by further litigation, and PAGA Counsel’s own prior litigation experience,
11 PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable taking
12 into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this
13 genre, and the reasonable tailoring of each Aggrieved Employee’s claim to the settlement award he
14 or she will receive. Further, and based on the settlement negotiations, which were extensive and
15 conducted in good faith and at arm’s length between attorneys with substantial experience litigating
16 PAGA actions, the Settlement Agreement was the product of a non-collusive settlement process in
17 which the parties were forced to make significant compromises in the interest of reaching a full and
18 complete settlement of the lawsuit.

19 **THE STRENGTH OF PLAINTIFF’S CASE IN LIGHT OF THE SETTLEMENT**
20 **AMOUNT**

21 25. Plaintiffs allege that Defendant violated various provisions of California law and seek
22 civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor Code
23 § 2699, specifically, Plaintiffs allege that Defendant:

- 24 • Failed to pay Plaintiffs and Aggrieved Employees minimum wages and overtime for “off-
25 the-clock” work by requiring Plaintiffs and Aggrieved Employees to arrive to work prior
26 to the start of their scheduled shift times to perform “preparatory work,” turn on the
27 computer and start the software prior to clocking in, and answering work-related phone
28 calls while off the clock.

- Failed to provide Plaintiffs and Aggrieved Employees with compliant meal periods as they were required to stay on the premises or were required to work through their meal periods, were provided meal periods less than thirty minutes, or were provided meal periods after the fifth hour of work. Further, Plaintiffs and Aggrieved Employees allege that the meal periods that were provided were often interrupted with work matters resulting in on-duty meal periods.
- Failed to provide Plaintiffs and Aggrieved Employees with compliant rest breaks as they were either not provided or were frequently interrupted by work demands.
- Failed to incorporate nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses into the regular rate of pay for purposes of paying meal and rest period premiums, sick and vacation pay, and overtime to Plaintiff and Aggrieved Employees.
- Failed to issue accurate wage statements by failing to include all hours worked, meal and rest break premiums owed, and accurate overtime/premium wages earned per pay period.
- Failed to maintain accurate records for Plaintiffs and Aggrieved Employees by failing to pay Plaintiffs and Aggrieved Employees proper wages, overtime, and premium pay.
- Failed to pay all wages earned by and owed to Plaintiffs and Aggrieved Employees at the time of their termination or within seventy-two (72) hours of their resignation.
- Failed to pay Plaintiffs and Aggrieved Employees all vested vacation time upon termination.
- Failed to reimburse Plaintiffs and Aggrieved Employees for necessary work-related expenses incurred, such as maintaining uniforms that are subject to heavy soiling in the performance of work duties, using their personal cellphones to receive and respond to work-related communications both on and off-the-clock, and using their personal vehicles for work-related purposes.

26. Defendant denied and continues to deny all of the claims made by Plaintiffs in this Action and contend that it acted at all relevant times in conformance with the law. Defendant contends that Plaintiffs and Aggrieved Employees were required to report all hours worked and were paid for all

1 hours worked, and that Defendant paid all wages at the proper rates; that Defendant provided Plaintiff
2 and Aggrieved Employees with the reasonable opportunity to take compliant meal periods and rest
3 breaks and that any deviations were at the voluntary election of Plaintiff and Aggrieved Employees;
4 that Defendant paid meal and rest premiums for any non-compliant meal and rest breaks; that
5 Defendant paid all wages due on a timely basis and using Labor Code compliant instruments; that
6 any expenses incurred were not necessary or work-related; and that Defendant's wage statements
7 complied with the law. As a result, PAGA Counsel had to appropriately discount the amount
8 recoverable from Defendant in a settlement.

9 **PAGA Penalties**

10 27. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiffs to obtain
11 civil penalties on behalf of themselves and other Aggrieved Employees for Defendant's violation of
12 any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are
13 provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable,
14 Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for each aggrieved
15 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
16 employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i), seventy-
17 five percent (75%) of the penalties recovered must be allocated to the LWDA, with the remaining
18 twenty-five percent (25%) allocated to the affected employees. However, under *Amaral v. Cintas*,
19 163 Cal. App. 4th 1157, 1207-09 (2008), the Court held that a lower penalty amount of \$100 per
20 violation applies in the absence of a determination that a violation actually occurred.

21 28. Plaintiffs estimated that the maximum potential exposure on the PAGA claim is
22 \$1,743,800.00, calculated by multiplying the total number of PAGA Pay Periods (17,438) by \$100
23 per violation. Plaintiffs' calculation of the total potential exposure on the PAGA claim was based on
24 one PAGA penalty per PAGA Pay Period (i.e., Plaintiffs did not stack the PAGA penalties in their
25 damages calculation).

26 29. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
27 violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v.*
28 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189

1 Cal.App.4th 562, 577 (2010)). (“One injury gives rise to only one claim for relief...The violation of
2 one primary right constitutes a single cause of action.”; *Crowley v. Katleman*, 8 Cal. 4th 666, 681-
3 82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012) (“There is
4 no authority that “would permit double recovery of essentially the same penalties.”)

5 30. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that
6 “a court may award a lesser amount than the maximum civil penalty amount specified by this part if,
7 based on the facts and circumstances of the particular case, to do otherwise would result in an award
8 that is unjust, arbitrary and oppressive, or confiscatory.” (See *Thurman v. Bayshore* (2012) 203 Cal.
9 App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision) (emphasis
10 added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty
11 reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the
12 fifth hour of work); *Sanchez v. McDonald’s Corp.* (2017), LASC Case No. No. BC 499888 (98%
13 reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No.
14 BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien, Inc.* (2011), USDC
15 Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to \$375,000).). In
16 departing from the \$100/pay period calculation to arrive at the \$355,000.00 Gross Settlement
17 Amount in this case, Plaintiffs considered what the realistic potential exposure could be and why the
18 Court may reduce any eventual recovery at its discretion, including Defendant’s defenses to the
19 claims and the potential manageability issues with PAGA claims at trial. Based on those
20 considerations, Plaintiffs applied a discount of 75% to the maximum potential exposure (which
21 equates to \$25 penalty per pay period) to get a realistic potential exposure of \$435,950.00 (17,438
22 pay periods x \$25 penalty per pay period).

23 31. The Gross Settlement Amount of \$355,000.00 is 81.43% of the realistic potential
24 exposure of \$435,950.00. PAGA Counsel submits that this is an excellent result for the State and
25 Aggrieved Employees in light of the strengths and weaknesses of the case and the risks and delays
26 posed by further litigation.

27 **REQUEST FOR ATTORNEYS’ FEES AND COSTS**

28 32. PAGA Counsel is requesting a PAGA Counsel Fees Award in the amount of

1 **\$118,333.33** and a PAGA Counsel Costs Award of **\$27,565.93** for litigation costs incurred, which is
2 less than the allocated amount of \$32,000.00 in the Settlement Agreement. D.Law, Inc.'s cost log
3 for this matter is attached hereto as **Exhibit 4**. The lion's share of these costs were incurred in
4 connection with mediation, and the others listed were all reasonably incurred and necessary to the
5 prosecution of this Action.

6 33. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the
7 substantial work they have put into this case and the risk they assumed by taking it in the first place.
8 The attorneys' fees award is intended to reimburse PAGA Counsel for all uncompensated work that
9 they have already done and for all the work they will continue to do in carrying out and overseeing
10 the notification to the Aggrieved Employees, communicating with Aggrieved Employees regarding
11 their claims, and assisting in the administration of the Settlement if it is approved.

12 34. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk
13 and cost of litigation associated with this Action on a purely contingency basis. As a result, PAGA
14 Counsel have yet to receive any compensation for the amount of time and money invested in the case
15 to date.

16 35. Contingent-fee cases present the very real risk of working hundreds if not thousands of
17 hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel
18 must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the
19 out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee
20 does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more
21 than a potential that never materializes. First, you must win the case to get a court-awarded fee; even
22 those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there are
23 always pitfalls and unforeseen obstacles that arise along the way, such as settlement offers that the
24 client may accept without ensuring that we receive a reasonable fee or changes in the law that
25 substantially affect the merits of the case, or other uncertainties involving the client. Finally, there is
26 the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-pocket
27 expenses. If that money were to be invested in some sort of financial investment, one would expect
28 a reasonable rate of return on that investment. Here, however, the best we can hope to recover is our

1 money, and then only if we are substantially successful; if we are not, all or part of this “investment”
2 can be lost.

3 36. PAGA Counsel is well acquainted with the contingent fee market throughout California,
4 particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated
5 numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in
6 class-action and PAGA suits. Many of those agreements required that counsel receive a fee under
7 certain scenarios that exceed one-third of the recovery. Plaintiffs here signed a retainer agreement
8 indicating that PAGA Counsel could receive a fee under certain scenarios that exceed one-third of
9 the recovery, as much as 40%. PAGA Counsel’s recent attorneys’ fees awards in similar wage-and-
10 hour class and PAGA actions have been one-third of the recovery.

11 37. Plaintiff’s counsel in contingency-fee cases typically receive attorneys’ fees equal to or
12 greater than one-third of the gross settlement amount. *See* Crandall v. U-Haul (Los Angeles County
13 Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request
14 in an overtime-exemption class action; in Bushnell v. Cremer, Inc. (Orange County Super. Ct., Case
15 No. 657778), the Honorable Donald E. Smallwood awarded attorneys’ fees in the amount of 38%;
16 in Abzug v. Kerkorian CA000981 (Los Angeles County Super. Ct., November 1990), the Honorable
17 R. William Schoettler awarded a 45% fee; in Haitz v. Meyer, et al., Alameda County Super. Court,
18 8-20-1990 No. 572968-3, the court awarded a 40% fee; in Elliott v. Clothestime (Orange County
19 Super. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-
20 and-hour class action which had not yet proceeded to the class certification stage; in both Rippee v.
21 Boston Market Corporation, Case No.: 05 CV 1359 BTM (JMA) and Barile v. Boston Market
22 Corporation, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded
23 a 40% fee to Plaintiff’s counsel in wage-and-hour class actions that had not proceeded to the class-
24 certification stage.

25 **The Lodestar Method**

26 38. Further, PAGA Counsel’s lodestar calculation supports the requested attorneys’ fees.
27 The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline
28 guide or “lodestar” figure based on the time spent and reasonable hourly compensation for each

1 attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a
2 reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the
3 geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13
4 Cal.App.4th 976, 997. Finally, a “multiplier” is selected with reference to the following factors: (1)
5 the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent
6 to which the nature of the litigation precluded other employment by the attorneys, and (4) the
7 contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of
8 establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

9 39. PAGA Counsel charges rates commensurate with the prevailing market rates in the Los
10 Angeles area for attorneys of comparable experience and skill handling complex litigation.

11 40. As for the *Serrano* factors, all militate in favor of the requested fee award. This case
12 raised a number of complex and contested issues, and PAGA Counsel exhibited skill and creativity
13 in prosecuting and presenting them.

14 41. PAGA Counsel spent substantial time on this matter. Aside from drafting the initial
15 complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and pay
16 records, an arbitration agreement, Plaintiffs’ personnel files, relevant policies, and other
17 documentation, researched the applicable law and potential defenses, constructed damage models
18 based on interpretations of California law, reviewed information provided by Defendant at the
19 mediation, engaged in meet and confer efforts with Defendant, drafted and revised the Settlement
20 Agreement, and drafted this Motion. PAGA Counsel conservatively estimates that it invested at least
21 **202.2** hours of attorney time in this matter. To provide the Court with an overview of the work done
22 by D.Law, Inc. in this case, D.Law, Inc.’s contemporaneous time records substantiating the 104.8
23 hours worked is attached hereto as **Exhibit 5**. Mahoney Law Group, APC’s 97.40 hours of work is
24 discussed in the Declaration of Katherine J. Odenbreit (“Odenbreit Decl.”), filed concurrently
25 herewith. This detailed summary is intended to provide the Court with sufficient detail of the tasks
26 performed in connection with specific motions, events, or phases that track the progress of the
27 litigation from our initial investigation through settlement.

28 42. I have invested at least 6.5 hours for a total of \$6,792.50 in attorneys’ fees (\$1,045/hr x

6.5 hours = \$6,792.50). Senior Attorney Roman Shkodnik invested approximately 23.5 hours for a total of \$24,557.50 (\$1,045/hr x 23.5 hours = \$24,557.50). Associate Attorney Emma Geesaman invested approximately 27.0 hours for a total of \$12,825.00 in attorneys' fees (\$475/hr x 27.0 hours = \$12,825.00). Associate Attorney Amanda Fazio invested approximately 0.3 hours for a total of \$142.50 in attorneys' fees (\$475/hr x 0.3 hours = \$142.50). Associate Attorney Mason Doidge invested approximately 0.3 hours for a total of \$142.50 in attorneys' fees (\$475/hr x 0.3 hours = \$142.50). Associate Attorney Robert Payaslyan invested approximately 23.9 hours for a total of \$13,981.50 in attorneys' fees (\$585/hr x 23.9 hours = \$13,981.50). Associate Attorney Arianna N. Razi invested approximately 23.3 hours for a total of \$11,067.50 in attorneys' fees (\$475/hr x 23.3 hours = \$11,067.50). Therefore, D.Law, Inc. has collectively incurred **104.8** hours and **\$69,509.00** in fees.

43. The below table summarizes PAGA Counsel's total hours, billables, and costs:

<u>Attorney/Firm</u>	<u>Total Hours</u>	<u>Total Billables</u>	<u>Costs</u>
Enoch Kim (D.LAW)	6.5	\$6,792.50	\$13,306.21
Roman Shkodnik (D.LAW)	23.5	\$24,557.50	
Emma Geesaman (D.LAW)	27.0	\$12,825.00	
Amanda Fazio (D.LAW)	0.3	\$142.50	
Mason Doidge (D.LAW)	0.3	\$142.50	
Robert Payaslyan (D.LAW)	23.9	\$13,981.50	
Arianna N. Razi (D.LAW)	23.3	\$11,067.50	
Mahoney Law Group, APC	97.40	\$82,655.00	\$14,259.72
Total:	202.2	\$152,164.00	\$27,565.93

44. Multiplying the total hours billed by PAGA Counsel to the litigation by their reasonable hourly rates yields a lodestar of \$152,164.00, which is more than the \$118,333.33 in attorneys' fees PAGA Counsel are requesting, therefore eliminating the need to use a multiplier. This disparity is important to note because when plaintiffs seek an amount in fees that is less than what they actually

1 billed, the requested fee amount is generally considered reasonable. (*Chun-Hoon v. McKee Foods*
2 *Corp.* (N.D. Cal. 2010) 716 F. Supp. 2d 848, 854 [finding that, if the court is asked to apply a negative
3 multiplier, it “suggests the negotiated fee award is reasonable and fair valuation of the services
4 rendered to the class by Plaintiff’s Counsel.”].) As such, PAGA Counsel respectfully request the
5 Court grant their request for \$118,333.33 in attorneys’ fees.

6 **EXPERIENCE AND VIEWS OF COUNSEL**

7 45. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases,
8 including class actions and PAGA actions on behalf of employees and others who have had their
9 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiff’s counsel
10 of record in numerous wage and hour and employment class action and PAGA action cases pending
11 in both state and federal court.

12 46. D.Law is well-qualified and has ample experience, knowledge, and resources to act as
13 counsel and represent Plaintiffs and the Aggrieved Employees in this action. Our practice is
14 exclusively focused on employment matters and representing plaintiffs in wage and hour actions
15 with the same or similar causes of actions brought forth in the matter pending before this Court.

16 47. D.Law has litigated and successfully resolved many wage and hour class action cases
17 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La Rosa*
18 *v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v.*
19 *Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in
20 Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in
21 Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno,
22 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-cv-01084-
23 L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles,
24 BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles, BC 632
25 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara,
26 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los
27 Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of
28 California in Los Angeles, BC623610), *Schultz v. Jimbo’s Natural Family, Inc.* (Superior Court of

1 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et al.
2 (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time
3 Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v.
4 Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis
5 Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v.
6 Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3
7 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk
8 Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont
9 Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT Enterprises,
10 Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa MSC18-02404),
11 Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court of the State of
12 California, County of Contra Costa, MSC18-00859), Roach v. Westcare California, Inc. (Superior
13 Court of California in Kern County, BCV-17-102367-SDS), Patton v. Church & Dwight Co., Inc.
14 (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc.
15 (Superior Court of California in Madera, MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et
16 al. (Superior Court of California in Los Angeles, 18STCV09463), Ford v. Account Control
17 Technology, Inc., et al. (Superior Court of California in Los Angeles, 19STCV09369), Ornelas v.
18 iStorage, et al. (Superior Court of California in San Francisco, CGC-18-571421), Martinez v.
19 Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307), Barrera et al. v. Exclusive
20 Wireless, Inc. (Superior Court of California in Stanislaus, 9000687), Barajas v. Mancha
21 Development Company LLC (Superior Court of California in Orange County, 30-2018-00974707-
22 CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home (Superior Court of
23 California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of
24 California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern
25 District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al.
26 (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc.
27 (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior
28 Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International,

1 Inc. (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California)
2 Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution
3 Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Viridi v. Absolute
4 Security International (Superior Court of California in San Bernardino, CIVDS 1909589), Raj v.
5 First Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS),
6 Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San Diego, 37-2020-
7 00008179-CU-OE-NC), among others.

8 48. I am Senior Counsel at D.Law, Inc. where I manage the class action and PAGA
9 settlement department. I was admitted to the California Bar in December 2008. I received my J.D.
10 from Pepperdine University School of Law and B.S. from University of Southern California. Since
11 graduating from law school, I have dedicated virtually my entire career on the practice of
12 employment law. I have practiced employment law from the plaintiff's side, defense side, and from
13 an in-house position. I have significant experience specifically working on wage and hour class and
14 PAGA actions from the plaintiff's side as well as the defense side, with the majority of my experience
15 coming from the plaintiff's side.

16 49. Roman Shkodnik is a senior attorney at D.Law, Inc. and received his Bachelor of Arts
17 in history and political science from the University of California, Los Angeles, in 2007. He then
18 earned his Juris Doctorate from Loyola Law School in May of 2011. Upon graduating from law
19 school, he has exclusively focused my practice on representing employees including in wage-and-
20 hour class actions. During his career, he has represented employees in over 100 wage-and-hour class
21 action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern
22 Districts of California), and he has obtained six and seven figure settlements against a range of
23 defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-
24 hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime,
25 inaccurate pay statements, and failure to pay timely wages – similar to claims at issue in the present
26 matter.

27 50. Emma Geesaman is an associate attorney at D.Law, Inc. She received her Bachelor of
28 Arts in political science from Boston University in 2019. She then earned her Juris Doctorate from

1 Case Western Reserve University Law School in May of 2023. Upon graduating from law school,
2 she has exclusively focused her practice on representing employees including in wage-and-hour
3 cases.

4 51. Associate Attorney Amanda Fazio received her Bachelor of Arts in political science from
5 Loyola Marymount University in 2019. She then earned her Juris Doctorate from Southwestern Law
6 School in May of 2022. Upon graduating from law school, she has exclusively focused her practice
7 on representing employees including in wage-and-hour class actions and PAGA actions.

8 52. Mason Doidge is an associate attorney at D.Law, Inc. and received his bachelor's degree
9 from Eastern Washington University in March 2019 and earned his Juris Doctorate from the
10 University of California, Irvine School of Law in May 2023. He has been practicing law at D.Law,
11 Inc. since August 2024, focusing exclusively in the area of employment law and has been involved
12 in numerous cases in all aspects from pre-filing through settlement, including California and Federal
13 wage and hour class actions.

14 53. Arianna Razi is an associate attorney at D.Law, Inc. and received her bachelor's degree
15 from the University of California, Davis in 2020, and earned her Juris Doctorate from Loyola Law
16 School, Los Angeles in 2024. Since starting her professional career, she has focused on plaintiff's
17 side employment law and has been appointed as class and PAGA counsel in other wage and hour
18 settlements in California state court.

19 54. I have also reviewed the files and billable records for former Associate Attorney Robert
20 Payaslyan. Robert Payaslyan received his Bachelor of Science in criminal justice/law enforcement
21 administration from California State University, Los Angeles in 2018. He then earned his Juris
22 Doctorate from the University of California, Irvine School of Law in 2021.

23 55. The collective experience of the D.Law attorneys in litigating employment wage and
24 hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of
25 a case, and generally negotiating fair and reasonable class and representative action settlements. This
26 experience is helpful in assessing the reasonableness of settlements such as the one at issue here.

27 56. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation
28 and are adequate to represent the proposed Aggrieved Employees in the instant action.

1 **PLAINTIFFS' SERVICES AS PAGA REPRESENTATIVES**

2 57. Plaintiffs served the interests of the Aggrieved Employees well by performing
3 considerable services on behalf of those similarly aggrieved since they first searched for an attorney,
4 collected and gathered the requested documents and information, met with their attorneys, and made
5 themselves available every time PAGA Counsel called about Defendant's policies and procedures
6 produced in informal discovery, discussed during conversations with opposing counsel, or raised in
7 pleadings filed in this matter. Plaintiffs continued to be engaged in settlement negotiations that were
8 ultimately required to reach a settlement in this case. Further, Plaintiffs do not have any interests that
9 are adverse to those of the Aggrieved Employees.

10 **SETTLEMENT ADMINISTRATION AND NOTICE**

11 58. The Parties agreed to use Phoenix as the third-party settlement administrator in this case.
12 Phoenix will be responsible for updating Aggrieved Employees' addresses, mailing the settlement
13 payment letter, and calculating and distributing the settlement checks, among other duties. Phoenix
14 capped its fees at \$6,500.00 for administering the Settlement and based on PAGA Counsel's
15 experience in other class and PAGA settlements, Phoenix's costs for administering this Settlement
16 are fair and reasonable.

17 59. The Administrator will mail the Individual PAGA Payment along with the settlement
18 payment letter providing notice of the Settlement and release of claims to Aggrieved Employees.
19 The settlement payment letter includes, among other things, the scope of released claims.

20 **SUMMARY**

21 60. The Settlement was reached as a result of arm's-length negotiations and have been, at all
22 times, adversarial and non-collusive in nature. The Parties recognize the expense and length of
23 continued proceedings necessary to litigate their disputes through trial and through any possible
24 appeals. Plaintiffs have also taken into account the uncertainty and risk of the outcome of further
25 litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and PAGA Counsel
26 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the
27 Action, both generally and in response to Defendant's compelling defenses thereto, and the
28 difficulties in establishing damages for the Aggrieved Employees. Based on the foregoing, Plaintiffs

1 and PAGA Counsel have determined that the Settlement set forth in the Settlement Agreement is a
2 fair, adequate, and reasonable settlement, and is in the best interests of the Aggrieved Employees.

3 61. On February 23, 2026, my office submitted the proposed Settlement and the Motion to
4 the LWDA. Attached hereto as **Exhibit 6** is a true and correct copy of the confirmatory email my
5 office received from the LWDA after the submission of the Settlement.

6 62. I am not aware of any class or other representative action in any other court that asserts
7 claims similar to those alleged in the action being settled.

8 63. I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct.

10 Executed this 23rd day of February 2026, at Glendale, California.

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13 _____
14 Enoch J. Kim
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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 Wexelman'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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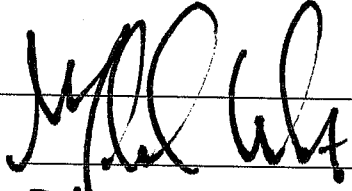
Dated: July 31, 2025

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

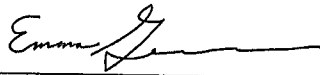
MAHONEY LAW GROUP, APC

Katherine Odenbreit

Katherine Odenbreit, Esq.
Attorneys for Plaintiff Eric Wexelman

Dated: May 29, 2025

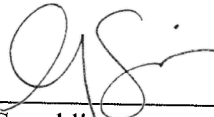
D.LAW, INC.


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.

Title	Wexelman v JS Milling PAGA Settlement Agreements
File name	JS West Milling P...ay MLG signed.pdf
Document ID	be5813242f978f0ed6055b03fdbd29b7cc64cbf9
Audit trail date format	MM / DD / YYYY
Status	● Signed

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(ericwexelman751@gmail.com) from kodenbreit@mahoney-law.net

IP: 71.95.189.234



VIEWED

07 / 31 / 2025

19:01:55 UTC

Viewed by Eric Wexelman (ericwexelman751@gmail.com)

IP: 174.236.229.133



SIGNED

07 / 31 / 2025

19:03:20 UTC

Signed by Eric Wexelman (ericwexelman751@gmail.com)

IP: 174.236.229.133



COMPLETED

07 / 31 / 2025

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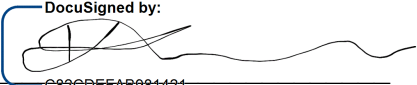
AMENDMENT TO PAGA SETTLEMENT AGREEMENT

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: 1/23/2026

DocuSigned by:

C62CDEFAB981421...
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.

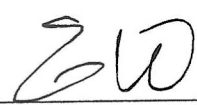
The following provisions of the Settlement Agreement are hereby amended and superseded as follows:

- **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

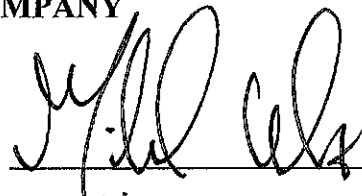
Dated: 02 / 03 / 2026



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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File name	Amendment to PAGA...ures 01.05.26.pdf
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Audit trail date format	MM / DD / YYYY
Status	● Signed

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(ericwexelman751@gmail.com) by support@practicepanther.com
acting on behalf of kodenbreit@mahoney-law.net
IP: 71.95.189.234



01 / 29 / 2026
20:20:29 UTC

Viewed by Eric Wexelman (ericwexelman751@gmail.com)
IP: 143.105.119.218



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14:05:39 UTC

Signed by Eric Wexelman (ericwexelman751@gmail.com)
IP: 98.97.63.13



02 / 03 / 2026
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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. Release by Aggrieved Employees:** 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”).

APPROVED AS TO FORM:

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

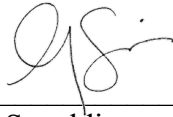
Katherine Odenbreit

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.*

EXHIBIT 2



Laura Theriault, Esq.
562.590.5550 Phone
562.590.8400 Facsimile
ltheriault@mahoney-law.net

September 5, 2023

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAfiling@dir.ca.gov

VIA CERTIFIED MAIL # 7019 0700 0001 7488 3515

Return Receipt Requested

J.S. West Milling Company
501 9th Street
Modesto, CA 95354

VIA CERTIFIED MAIL # 7019 0700 0001 7488 3522

Return Receipt Requested

Amanda Silva – Agent for Service of Process
501 9th Street
Modesto, CA 95354

Re: Eric Wexelman v. J.S. West Milling Company

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION
2698 ET SEQ.**

To: Labor and Workforce Development Agency; J.S. West Milling Company

From: Eric Wexelman, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Eric Wexelman ("Mr. Wexelman"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of himself and all other Aggrieved Employees.

Theories of Labor Code Violations and Remedies

J.S. West Milling Company ("J.S. West" or "Employer") is a California corporation. Mr. Wexelman began working for J.S. West on or about February 8, 2022 until on or about September 7, 2022.

Mr. Wexelman alleges that J.S. West violated various sections of the Labor Code, including sections 201, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, and 2802 by:

- a) failing to pay Mr. Wexelman and aggrieved employees all wages owed, including overtime wages,
- b) failing to provide Mr. Wexelman and aggrieved employees with compliant meal periods or premium compensation in lieu thereof,
- c) failing to provide Mr. Wexelman and aggrieved employees with rest periods or premium compensation in lieu thereof,
- d) failing to provide Mr. Wexelman and aggrieved employees with accurate itemized wage statements and failing to maintain accurate payroll records,
- e) failing to reimburse Mr. Wexelman and aggrieved employees for necessary business expenditures, and
- f) failing to pay all wages earned and owed upon termination or separation of employment.

Mr. Wexelman and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for J.S. West in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay Mr. Wexelman and aggrieved employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 510, subdivision (a), provides that “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.”

Employer failed to compensate Mr. Wexelman and aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Employer required Mr. Wexelman and aggrieved employees to arrive to work early and perform preparatory work for approximately thirty minutes before clocking in for their shift. Specifically, before clocking in for the day, Mr. Wexelman and aggrieved employees were required to prepare for their workday by entering the addresses for all the stops on their route into MapQuest to get the order of their route. Mr. Wexelman and aggrieved employees could not perform this task after clocking in because it would delay their arrival at certain stops and/or cause them to miss stops which would result in disciplinary action from Employer.

Similarly, Mr. Wexelman and aggrieved employees were required to perform an approximate thirty minutes of additional work after clocking out at the end of their shift. Specifically, as they were clocking out each day, Mr. Wexelman and aggrieved employees received their schedule for the following day and were required to call some of the customers on the next day’s schedule to schedule and/or confirm delivery times. Mr. Wexelman and aggrieved employees were not permitted to make these work-related calls before clocking out as Employer

was adamant that Mr. Wexelman and aggrieved employees not record any overtime hours, regardless of the volume of their workload.

Accordingly, since Mr. Wexelman and aggrieved employees were not paid at all for the time they spent working prior to the start of their shift, or after the conclusion of their shift, Employer failed to compensate them at the applicable overtime wage rate. Mr. Wexelman and aggrieved employees regularly worked eight (8) hour shifts each day. Thus, the additional unpaid one (1) hour of work is compensable at the overtime rate for days in which Mr. Wexelman and aggrieved employees already worked eight (8) hours.

Employer's failure to pay Mr. Wexelman and aggrieved employees for all hours worked, including applicable overtime rates, as detailed above, is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer failed to provide Mr. Wexelman and aggrieved employees with compliant meal periods or premium compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no employer shall employ a person for a work period of more than five (5) hours without providing an uninterrupted meal period of at least thirty (30) minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Mr. Wexelman and aggrieved employees were instructed by Employer to take a thirty-minute paid meal period every day and were further instructed by Employer that they were required to remain within fifty (50) feet of their work truck during their meal period. Thus, Mr. Wexelman and aggrieved employees were not relieved of all duties during their meal period and were not compensated with premium pay as required by law.

Notwithstanding Employer's instructions regarding meal periods, Mr. Wexelman and aggrieved employees were unable to take meal periods due the workload and demands of Employer. Mr. Wexelman and aggrieved employees were assigned a delivery route every day and, if they failed to complete enough stops on the route, they were subject to verbal and/or written disciplinary warnings from Employer. At the end of their shift, Mr. Wexelman and aggrieved employees were required to sign an attestation that they took their meal period and, if they did not sign, they were unable to clock out for the day.

When Mr. Wexelman and aggrieved employees were not provided with compliant meal periods, they were not compensated with one hour of pay at their regular rate of pay as required by law.

Employer's conduct in failing to provide compliant meal periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Mr. Wexelman and aggrieved employees with compliant rest periods or premium compensation in lieu thereof

Labor Code section 226.7 requires that employers permit all employees to take a ten-minute rest period for every four (4) hours, or major fraction thereof worked. Further, when an employer fails to provide an employee with required rest periods, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Due to the workload and demands of Employer, Mr. Wexelman and aggrieved employees were precluded from taking rest periods. Mr. Wexelman and aggrieved employees were assigned a delivery route every day and, if they failed to complete enough stops on the route, they were subject to verbal and/or written disciplinary warnings from Employer. In order to comply with Employer's requirements, Mr. Wexelman and aggrieved employees were forced to forego their rest periods altogether. Moreover, Employer never informed Mr. Wexelman and aggrieved employees that they were entitled to a ten-minute rest period for every four (4) hours, or major fraction thereof, worked and Employer therefore failed to authorize and/or permit Mr. Wexelman and aggrieved employees to take the rest periods to which they were entitled under the law.

Further, Employer failed to compensate Mr. Wexelman and aggrieved employees with one (1) hour of pay at their regular rate of pay for each workday in which a rest period was not provided as required by law.

Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as a violation of Labor Code section 226.7.

D. Employer failed to provide Mr. Wexelman and aggrieved employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, and corresponding number of hours worked at each hourly rate. Labor Code section 1174 further requires employers to keep accurate payroll records that include "the hours worked daily" by employees.

By virtue of its failure to pay Mr. Wexelman and aggrieved employees for all hours worked and all premium compensation owed, Employer furnished wage statements that were inaccurate and incomplete. Specifically, said wage statements reflected an inaccurate total number of hours worked, inaccurate gross and net wages, and an inaccurate corresponding number of hours worked at each hourly rate.

Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

E. Employer failed to reimburse Mr. Wexelman and aggrieved employees for necessary business expenditures

Pursuant to Labor Code section 2802, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

Employer required Mr. Wexelman and aggrieved employees to wear work uniforms bearing Employer’s name and logo. However, Employer required Mr. Wexelman and aggrieved employees to wash and maintain said work uniforms on their own time and at their own expense. Mr. Wexelman and aggrieved employees washed their work uniforms separate from their regular everyday clothes as their work uniforms were regularly soiled with grease and oil stains due the nature of their work filling propane tanks.

Employer’s failure to reimburse Mr. Wexelman and aggrieved employees for all necessary business expenditures, specifically the cost of, and time spent, washing and maintaining their work uniforms, is a violation of Labor Code section 2802 and is therefore actionable under PAGA.

F. Employer failed to pay Mr. Wexelman and aggrieved employees all wages earned and owed upon termination or separation of employment

Pursuant to Labor Code section 201, subdivision (a), “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202, subdivision (a) provides, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

At the time that Mr. Wexelman and certain aggrieved employees resigned or were terminated, Employer failed to compensate them for all wages earned and owed, including meal and rest premiums, and for reimbursements for work-related expenses as described herein.

Labor Code section 203, subdivision (a), states that “[i]f an employer willfully fails to pay ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Accordingly, Mr. Wexelman and aggrieved employees are entitled to thirty days of waiting time penalties.

G. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Wexelman becomes aware of additional compensation owed or losses incurred by Mr. Wexelman or by any other aggrieved employee of the Employer, Mr. Wexelman expressly reserves the right to revise these facts and/or

September 5, 2023

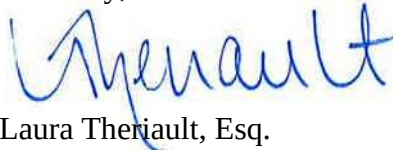
Page 6 of 6

add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Laura Theriault, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: ltheriault@mahoney-law.net

Sincerely,



Laura Theriault, Esq.

MAHONEY LAW GROUP, APC

EXHIBIT 3

January 11, 2024

VIA ON-LINE SUBMISSION AND MAIL:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

J. S. West Milling Company dba J.S. West Milling Co
ATTN: Amanda Silva, Individual Agent for Service of Process
501 9th Street
Modesto, CA 95354
Certified Mail Tracking Number: 9414 8112 0620 4562 6286 10

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
*Kelsie Kay Coray v. J. S. West Milling Company dba J.S. West Milling Co***

Gentlepersons:

This office represents Plaintiff Kelsie Kay Coray (“Plaintiff”) and other similarly situated aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. Seq.* (“the Act”). Unless specified below, Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated, Aggrieved Employees, and the State of California, against Defendants, J. S. West Milling Company dba J.S. West Milling Co, and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along Plaintiff’s Class Action Complaint, which is attached hereto and incorporated by reference herein. The Complaint is being concurrently filed in Stanislaus County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff an all of their Aggrieved Employees in California. The Class Action Complaint provides the details of Plaintiff’s class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter,



addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as “Aggrieved Employees”).

Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. For example, Defendants required Employees to enter and exit certain buildings and/or structures before they could clock in and after they had clocked out for work. Further, Aggrieved Employees’ unpaid meal periods were systematically interrupted, and Aggrieved Employees were required to work during these mandated, duty-free and unpaid meal periods. The foregoing and uncompensated time was under the direction and control of Defendants.

This uncompensated time caused Aggrieved Employees to work in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Aggrieved Employees to minimum and overtime wages, which they were systemically denied. Moreover, Defendants failed to calculate nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned by Plaintiff and Aggrieved Employees into their regular rate of pay for purposes of payment of overtime, vacation wages, sick pay, and meal and rest period premiums. For example, Defendants provided Plaintiff and Aggrieved Employees with nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, including safety bonuses for not having reported a work injury; however, Defendants failed to incorporate the nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses into Aggrieved Employees’ regular rate of pay for purposes of paying overtime, vacation hours, paid sick hours, meal premiums, and rest premiums.

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Specifically, Aggrieved Employees were denied the opportunity to take timely and duty-free meal periods, of at least 30 minutes, to which they were entitled. Aggrieved Employees’ unpaid meal periods were regularly interrupted by mandatory work-related activities. Additionally, Aggrieved Employees were not afforded the opportunity to take full 30-minute meal periods as required.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants’ policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights; (3) Defendants’ practice of requiring Aggrieved Employees to continue working through their meal and rest periods due to the excessive workload; and (4) Defendants’ policy of requiring Aggrieved Employees to park their vehicles in certain buildings/structures.

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take rest breaks in compliance with the California Law. Aggrieved Employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants’ policy of not scheduling each rest period as part of



each work shift, including second rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that encouraged employees to take their rest periods, or that properly advised Aggrieved Employees of their rest period rights; (3) Defendants' policy and practice of requiring Aggrieved Employees to skip and continue working through their rest breaks due to the excessive workload; and (4) Defendants' systematic policy and practice of exercising and subjecting control over Aggrieved Employees during rest periods by not permitting Aggrieved Employees to leave the business premises.

Aggrieved Employees were not reimbursed for business expenses incurred in executing their duties under Defendant's employ. Specifically, Aggrieved Employees were required to use their personal vehicles and cellphones with internet usage plans to carry out their work duties. Defendants have failed to fully reimburse Aggrieved Employees for these necessary work expenses.

Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages and overtime because their actual hours worked were under-reported due to off the clock work. Additionally, the wage statements given to Aggrieved Employees failed to accurately account for premium pay for deficiently provided meal periods and rest breaks, and nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. Moreover, the wage statements given to Aggrieved Employees failed to accurately specify the name of the employer as required under the law as the wage statements provided to Aggrieved Employees name an entity that is not registered with the California Secretary of State's Office despite the fact all businesses that wish to conduct business in California need to register with the California Secretary of State's Office.

Additionally, Defendants failed to pay Aggrieved Employees all wages owed, as detailed above, at the time of their termination or within seventy-two (72) hours of their resignation, as required under Labor Code § 203. Specifically, Aggrieved Employees were not paid all regular and overtime wages because Defendants failed to pay for all hours worked, required off the clock work to the detriment of Aggrieved Employees. Additionally, Defendants failed to pay premium wages owed for unprovided meal periods and rest periods. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

Defendants further failed to pay Aggrieved Employees the requisite and accrued vacation time pay in accordance with Labor Code § 227.3. Specifically, Plaintiff and Aggrieved Employees accrued vested vacation time and/or paid time off. However, Defendants failed to pay all accrued vacation time and/or paid time off owed to Plaintiff and Aggrieved Employees upon their separation from employment at the regular rate of pay.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and Aggrieved Employees at the regular rate of pay. Labor Code § 246 provides that an employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this



section.” Defendants failed to provide Plaintiff and Aggrieved Employees with all their required and earned sick days at the regular rate of pay, in violation of Labor Code § 246.0d

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the Class Action Complaint, the Aggrieved Employees complain of the following violations committed by Defendants:¹

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which

¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.



applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. For example, Defendants required Employees to enter and exit certain buildings and/or structures before they could clock in and after they had clocked out for work.

Further, Aggrieved Employees' unpaid meal periods were systematically interrupted, and Aggrieved Employees were required to work during these mandated, duty-free and unpaid meal periods. The foregoing and uncompensated time was under the direction and control of Defendants.

Defendants have the ability to pay minimum and overtime wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above caused Aggrieved Employees to work in excess of eight (8), ten (10), and twelve (12) hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages



which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of 8, 10, and 12 hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties. Moreover, Defendants failed to calculate nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned by Plaintiff and Employees into their regular rate of pay for purposes of payment of overtime. For example, Defendants provided Plaintiff and Aggrieved Employees with nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, including safety bonuses for not having reported a work injury; however, Defendants failed to incorporate the nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses payments into Aggrieved Employees' regular rate of pay for purposes of paying overtime, vacation hours, paid sick hours, meal premiums, and rest premiums.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Specifically, Aggrieved Employees were denied the opportunity to take timely and duty-free meal periods, of at least 30 minutes, to which they were entitled. Aggrieved Employees' unpaid meal periods were regularly interrupted by mandatory work-related activities. Additionally, Aggrieved Employees were not afforded the opportunity to take full 30-minute meal periods as required.

Aggrieved Employees were not provided with duty-free timely meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights; (3) Defendants' practice of requiring Aggrieved Employees to continue working through their meal and rest periods due to the excessive workload; and (4) Defendants' policy of requiring Aggrieved Employees to park their vehicles in certain buildings/structures.

Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Aggrieved Employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that encouraged employees to take their rest periods, or that properly advised Aggrieved Employees of their rest period rights; (3) Defendants' policy and practice of requiring Aggrieved Employees to skip and continue working through their rest breaks due to the excessive workload; and (4) Defendants' systematic policy and practice of exercising and subjecting control over Aggrieved Employees during rest periods by not permitting Aggrieved Employees to leave the business premises. Also, under *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260 (2016) "[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how



employees spend their break time.” As Defendants’ did not allow Aggrieved Employees to leave the Defendants’ location and this is directly at odds with *Augustus*, as it “tethered [employees] by time and policy to a particular location” and therefore fails to relieve employees of all work duties and employer control during rest periods. *Augustus*, 2 Cal.5th at 269.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants’ employ. Specifically, Aggrieved Employees were required to use their personal cellphones and internet usage plans. Defendants have failed to fully reimburse Aggrieved Employees for these necessary work expenses.

Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee’s wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants’ violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in



reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. Moreover, the wage statements given to Aggrieved Employees failed to accurately specify the name of the employer as required under the law as the wage statements provided to Aggrieved Employees name an entity that is not registered with the California Secretary of State's Office despite the fact all businesses that wish to conduct business in California need to register with the California Secretary of State's Office.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(c) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work



shift and a workday as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Plaintiff was not paid at the correct overtime rate for all hours she worked after eight hours into a shift or over forty in a work week and that she was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.



Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Vacation Wages Under Labor Code § 227.3

Defendants violated California Labor Code § 227.3 by failing to pay Aggrieved Employees for their paid time off and vacation time owed upon separation of employment as wages at the final regular rate of pay. Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with said contract of employment or policy respecting eligibility or time served.

Following, Defendants are liable for civil penalties in violation of Labor Code section 227.3 pursuant to Labor Code sections 558 and 2699, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days

California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Aggrieved Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(l). Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which



sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Aggrieved Employees at a lower rate, in violation of the law. As a result of Defendants' conduct, Defendants have violated California Labor Code §§ 245 *et seq.* and 246. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 245 *et seq.* and 246. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code §§ 245 *et seq.* and 246 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, *et seq.*

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 *et seq.* and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

The Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:

(a) **Wage Claims:** For failure to provide the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked, failure to pay proper reporting time and sick pay under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) **Meal and Rest Period Claims:** For failure to provide the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,



558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Pay Vested Vacation Wages Upon Separation: For Defendants' failure to pay Aggrieved Employees vested vacation hours at the final regular rate of pay upon separation of employment under Labor Code §§ 227.3, seeking relief available and the civil and statutory penalties available and applicable under Labor Code 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

(g) Failure to Provide Paid Sick Days: For Defendants' failure to provide Employees with all their required and earned sick days in violation of Labor Code §§ 245 *et seq.* and 246 the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor



Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW, INC.

David Yeremian

Cc: J. S. West Milling Company dba J.S. West Milling Co, by Certified Mail

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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 STANISLAUS**

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.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

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-Break Liability Under Labor Code § 226.7
5. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
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*.

DEMAND FOR JURY TRIAL

1. Plaintiff KELSIE KAY CORAY, (hereinafter “Plaintiff”) on behalf of herself and all others similarly situated (collectively, “Employees”) complains of J. S. WEST MILLING COMPANY dba J.S. WEST MILLING CO, Defendants, and each of them, as follows:

INTRODUCTION

2. Plaintiff brings this action on behalf of herself and all current and former Employees within the State of California who, at any time four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt, hourly employees by J. S. WEST MILLING COMPANY dba J.S. WEST MILLING CO; and DOES 1 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code, and seeks redress therefore.

3. Plaintiff is a resident of California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants' facilities and offices in California. Plaintiff and Employees worked for Defendants in Stanislaus County, and in other nonexempt positions, throughout California, and consistently worked at Defendants' behest without being paid all wages due. More specifically, Plaintiff and Employees were employed by Defendants and worked at Defendants' offices and other facilities where the conduct giving rise to the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to the same policies and practices, and (3) endured similar violations at the hands of Defendants as Employees who served in similar and related positions.

4. Defendants required Plaintiff and Employees to perform work while remaining under Defendants' control while off the clock and during their meal breaks. Defendants thus failed to pay Plaintiff and Employees for all hours worked, and provided them with inaccurate wage statements that prevented Plaintiff and Employees from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and Employees with lawful meal and rest periods, as

1 Plaintiff and Employees were not provided with the opportunity to take timely, uninterrupted, and
2 duty-free meal and rest periods as required by the Labor Code.

3 **THE PARTIES**

4 **A. The Plaintiff**

5 5. Plaintiff KELSIE KAY CORAY has resided in California and during the time
6 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee
7 within the State of California.

8 **B. The Defendants**

9 6. Defendant J. S. WEST MILLING COMPANY dba J.S. WEST MILLING CO is a
10 California Corporation with its principal executive offices in Modesto, California, and has been
11 listed as the employer on wage statements issued to Plaintiff during the relevant time period. J. S.
12 WEST MILLING COMPANY, INC. employed Plaintiff and the Employees in Stanislaus County,
13 including at Defendants' offices and facilities in Modesto, California, and throughout California.
14 Defendants conduct business throughout California.

15 7. The true names and capacities, whether individual, corporate, associate, or
16 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
17 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
18 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
19 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
20 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
21 this Complaint to reflect the true names and capacities of the Defendants designated herein as
22 Does 1 through 50 when their identities become known.

23 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
24 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
25 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
26 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
27 all respects as the employers or joint employers of Employees. Defendants, and each of them,
28 exercised control over the wages, hours or working conditions of Employees, or suffered or

1 permitted Employees to work, or engaged, thereby creating a common law employment
2 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
3 employed Employees.

4 **JURISDICTION AND VENUE**

5 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
6 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
7 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
8 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
9 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
10 obligations and liabilities giving rise to this lawsuit occurred at least in part in Stanislaus County
11 and Defendants maintain and operate company offices and facilities in Stanislaus County, and
12 employ Plaintiff and other Class Members in Stanislaus County and throughout California.

13 **FACTUAL BACKGROUND**

14 10. The Employees who comprise the Class and Collective Action, including Plaintiff,
15 are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
16 Employees who work in nonexempt positions at the direction of Defendants in the State of
17 California. Plaintiff and Employees were not paid by Defendants for all hours worked and were
18 not paid at the appropriate minimum, regular and overtime rates. Specifically, Defendants
19 provided Plaintiff and Employees with nondiscretionary commissions, incentive pay, and/or
20 nondiscretionary bonuses, including safety bonuses for not having reported a work injury, and
21 failed to incorporate nondiscretionary commissions, incentive pay, and/or nondiscretionary
22 bonuses into Employees' regular rate of pay for purposes of paying overtime, vacation hours,
23 paid sick hours, meal premiums, and rest premiums. Moreover, Plaintiff and Employees were not
24 paid for the time that they worked "pre-shift" and "post-shift" by being subject to Defendant's
25 control before clocking in and after clocking out; for example, Defendants required Employees to
26 enter and exit certain buildings and/or structures before they could clock in and after they had
27 clocked out for work. Moreover, Plaintiff and Employees were required or suffered by
28 Defendants to work while clocked out, including while clocked out for meal periods. Plaintiff

1 also contends that Defendants failed to pay Plaintiff and the Class members all wages due and
2 owing, failed to provide meal and rest breaks, and failed to reimburse employees for necessary
3 business expenses, all in violation of various provisions of the California Labor Code and
4 applicable Wage Orders.

5 11. During the course of Plaintiff's and Employees' employment with Defendants, they
6 were not paid all wages they were owed, including for all work performed and for all overtime
7 hours worked, and were forced to work during their meal and rest breaks to keep labor budgets
8 low.

9 12. As a matter of Defendants' uniform Company policy and practice, Plaintiff and
10 Employees were required to work during their meal and rest breaks which were not compensated
11 by Defendants in violation of the California Labor Code. Plaintiff and Employees were also not
12 paid regular wages and overtime for the time they were required to comply with other
13 requirements imposed upon them, which they had to complete while working through their meal
14 and rest breaks and without compensation. As a result, Plaintiff and the Class members worked
15 shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they were not
16 paid at the appropriate overtime rate for all such hours, including by being required to perform
17 work duties and tasks without pay and while off-the-clock. As a result, Plaintiff and Employees
18 worked substantial overtime hours during their employment with Defendants for which they were
19 not compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

20 13. As a result of the above-described daily work demands and pressures to continue
21 working through breaks, and the other wage violations they endured at Defendants' hands,
22 Plaintiff and Employees were not properly paid for all wages earned and for all wages owed to
23 them by Defendants, including when working more than eight (8) hours in any given day and/or
24 more than forty (40) hours in any given week. As a result of Defendants' unlawful policies and
25 practices, Plaintiff and Employees incurred overtime hours worked for which they were not
26 adequately and completely compensated. Moreover, Defendants failed to calculate
27 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned by Plaintiff
28 and Employees into their regular rate of pay for purposes of payment of overtime, vacation wages,

1 sick pay, and meal and rest period premiums. To the extent applicable, Defendants also failed to
2 pay Plaintiff and Employees at an overtime rate of 1.5 times the regular rate for the first eight
3 hours of the seventh consecutive workday in a week and overtime payments at the rate of 2 times
4 the regular rate for hours worked over eight (8) on the seventh consecutive workday, as required
5 under the Labor Code, applicable IWC Wage Orders.

6 14. Therefore, from at least four (4) years prior to the filing of this lawsuit and
7 continuing to the present, Defendants had a consistent policy or practice of failing to pay Plaintiff
8 and Employees for all hours worked and failing to pay minimum wage for all time worked as
9 required by California Law.

10 15. Additionally from at least four (4) years prior to the filing of this lawsuit and
11 continuing to the present, Defendants had a consistent policy or practice of failing to pay Plaintiff
12 and Employees overtime compensation at premium overtime rates for all hours worked in excess
13 of eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked
14 in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
15 sections of IWC Wage Orders.

16 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
17 continuing to the present, Defendants have regularly required Plaintiff and Employees to work
18 shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not
19 less than thirty (30) minutes and shifts in excess of ten (10) hours without providing them with
20 second meal periods of not less than thirty minutes; nor did Defendants pay Employees “premium
21 pay,” i.e. one hour of wages at each Employee’s effective regular rate of pay, for each meal period
22 that Defendants failed to provide or deficiently provided.

23 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
24 present, Defendants have consistently failed to provide Plaintiff and Employees with paid rest
25 breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive
26 hours or major fraction thereof; nor did Defendant pay Employees premium pay for each day on
27 which requisite rest breaks were not provided or were deficiently provided at one hour of wages at
28 each Employee’s effective regular rate of pay, for each rest period that Defendants failed to

1 provide or deficiently provided.

2 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
3 present, Defendants have failed to reimburse Plaintiff and Employees for expenses necessarily
4 incurred in the performance of their job duties for Defendants including, but not limited to, cost of
5 mileage and cell phone and internet usage which were necessary to perform their duties under
6 Defendants' employ in violation of Labor Code § 2802.

7 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
8 continuing to the present, Defendants have consistently failed to provide Employees with timely,
9 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

10 20. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
11 continuing to the present, Defendants have consistently failed to keep accurate time and wage
12 records as required by California wage-and-hour laws.

13 21. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
14 to the present, Defendants have had a consistent policy of failing to pay all wages due and owed to
15 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
16 required by California wage-and-hour laws.

17 22. Defendants also had a common policy and practice of systemically failing to pay
18 Plaintiff and Employees the requisite and accrued vacation time pay in accordance with California
19 Law. Specifically, Plaintiff and Employees accrued vested vacation time and/or paid time off.
20 However, Defendants failed to pay all accrued vacation time and/or paid time off owed to Plaintiff
21 and Class Members upon their separation from employment at the regular rate of pay.

22 23. Defendants also violated California Labor Code § 246 by not providing all required
23 paid sick days to Plaintiff and Employees at the regular rate of pay under Labor Code § 246(l).
24 Labor Code § 246 provides that an employee who "works in California for the same employer for
25 30 or more days within a year from the commencement of employment is entitled to paid sick
26 days as specified in this section." Labor Code § 246(l)(1) provides that paid sick leave should be
27 calculated "in the same manner as the regular rate of pay for the workweek in which the employee
28 uses paid sick time, whether or not the employee actually works overtime in that workweek."

1 Defendants failed to provide Plaintiff and Employees with all their required and earned sick days
2 paid at the regular rate of pay, in violation of Labor Code § 246.

3 24. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
4 Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1,
5 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198.5, 1199, and 2802.

6 25. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
7 and Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants
8 have enjoyed from their violations of Labor Code.

9 **CLASS ALLEGATIONS**

10 26. Plaintiff brings this class action on behalf of herself and all others similarly situated
11 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
12 all individuals employed by Defendants as non-exempt employees within the State of California at
13 any time within four (4) years of the filing of this lawsuit.

14 27. Further, Plaintiff seeks to represent the following Subclasses composed of and
15 defined as follows:

16 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
17 compensated for all hours worked for Defendants at the applicable minimum wage.

18 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
19 compensated for all hours worked for Defendants at the required rates of pay, including for all
20 hours worked in excess of eight in a day and/or forty in a week.

21 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
22 Defendants' policy and/or practice of failing to provide timely unpaid 30-minute uninterrupted and
23 duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

24 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
25 Defendants' policy and/or practice of failing to authorize and permit Employees to take
26 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
27 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

28 e. Subclass 5. Payroll Records Subclass. All Class members who were subject to

Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

f. Subclass 6. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass. All Class members who were subject to Defendants failing to reimburse for expenses necessarily incurred in the performance of Employees' job duties for Defendants which were necessary to perform their duties under Defendants' employ.

h. Subclass 8. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination or separation.

i. Subclass 9. Vacation Pay Class: All Class members who earned paid vacation time and/or paid time off without receiving compensation for all vested paid vacation time.

j. Subclass 10. Sick Pay Class: All Class members who earned and used paid sick time without being compensation at the regular rate of pay for use of such paid sick time.

k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

28. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

29. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

A. Numerosity

30. The potential members of the class as defined are so numerous that joinder of all the members of the class is impracticable. While the precise number of class members has not

1 been determined at this time, Plaintiff is informed and believes that Defendants employ or, during
2 the time period relevant to this lawsuit, employed more than 100 non-exempt individuals within
3 the State of California.

4 31. Accounting for employee turnover during the relevant time period increases this
5 number substantially. Plaintiff alleges that Defendants' employment records will provide
6 information as to the number and location of all class members.

7 **B. Commonality**

8 32. There are questions of law and fact common to the class that predominate over any
9 questions affecting only individual class members. These common questions of law and fact
10 include:

- 11 a. Whether Defendants failed to pay Employees minimum wages;
- 12 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 13 c. Whether Defendants failed to pay Employees overtime as required under Labor
14 Code § 510;
- 15 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
16 IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay
17 in lieu thereof;
- 18 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
19 Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- 20 f. Whether Defendants violated Labor Code § 226(a);
- 21 g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 22 h. Whether Defendants failed to reimburse Employees for necessary business
23 expenses;
- 24 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
25 wages and compensation due and owing at the time of termination or separation of employment;
- 26 j. Whether Defendants failed to pay proper vacation wages at separation of
27 employment pursuant to Labor Code § 227.3;
- 28 k. Whether Defendants violated Labor Code §§ 245 *et seq.* and 246 by not providing

employees with all required sick days paid at the regular rate of pay;

l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

m. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

33. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conducts in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

34. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

35. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all employees predominate over any questions affecting only individual employees. Each employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

36. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

37. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

38. Defendants failed to pay Employees minimum wages for all hours worked.

1 Defendants had a consistent policy of misstating Employees' time records and failing to pay
2 Employees for all hours worked. Employees would work hours and not receive wages, including
3 as alleged above in connection with working during meal breaks, and worked "pre-shift" and
4 "post-shift" without compensation by being subject to Defendant's control before clocking in and
5 after clocking out; for example, Defendants required Employees to enter and exit certain
6 buildings and/or structures before they could clock in and after they had clocked out for work.
7 Additionally, Defendants had a consistent policy of failing to pay Employees for hours worked
8 during alleged meal periods for which Employees were consistently denied, as also addressed
9 herein. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum
10 wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices
11 manifested, without limitation, applicable to the Class as a whole, as a result of implementing a
12 uniform policy and practice that denied accurate compensation to Plaintiff and the other members
13 of the Class as to minimum wage pay.

14 39. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
15 states:

16 The minimum wage for employees fixed by the commission is the minimum
17 wage to be paid to employees, and the payment of a less wage than the
18 minimum so fixed is unlawful.

19 40. The applicable minimum wages fixed by the commission for work during the
20 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
21 therefore entitled to double the minimum wage during the relevant period.

22 41. The minimum wage provisions of California Labor Code are enforceable by private
23 civil action pursuant to California Labor Code § 1194(a) which states:

24 Notwithstanding any agreement to work for a lesser wage, any employee
25 receiving less than the legal minimum wage or the legal overtime
26 compensation applicable to the employee is entitled to recover in a civil
27 action the unpaid balance of the full amount of this minimum wage or
28 overtime compensation, including interest thereon, reasonable attorney's
fees and costs of suit.

1 42. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
2 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

3 43. California Labor Code § 1194.2 also provides for the following remedies:

4 In any action under Section 1194 . . . to recover wages because of the
5 payment of a wage less than the minimum wages fixed by an order of the
6 commission, an employee shall be entitled to recover liquidated damages in
an amount equal to the wages unlawfully unpaid and interest thereon.

7 44. Defendants have the ability to pay minimum wages for all time worked and have
8 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
9 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

10 45. Wherefore, Employees are entitled to recover the unpaid minimum wages
11 (including double minimum wages), liquidated damages in an amount equal to the minimum
12 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
13 to California Labor Code § 1194(a).

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

16 **(Against All Defendants)**

17 46. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
18 full herein.

19 47. By their conduct, as set forth herein, Defendants violated California Labor Code §
20 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
21 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
22 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
23 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
24 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
25 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
26 paying Employees wages for all hours worked including time off the clock working "pre-shift"
27 and "post-shift" without compensation by being subject to Defendant's control before clocking in
28 and after clocking out; for example, Defendants required Employees to enter and exit certain

1 buildings and/or structures before they could clock in and after they had clocked out for work.
2 Additionally, Defendants had a consistent policy of failing to pay Employees for hours worked
3 during alleged meal periods for which Employees were consistently denied. Moreover,
4 Defendants systematically failed to calculate nondiscretionary commissions, incentive pay,
5 and/or nondiscretionary bonuses earned by and paid to Plaintiff and Employees into their regular
6 rate of pay for purposes of payment of overtime. Employees regularly worked over 8 hours on a
7 given day without receiving overtime compensation.

8 48. Defendants' failure to pay compensation in a timely fashion also constituted a
9 violation of California Labor Code § 204, which requires that all wages shall be paid
10 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
11 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
12 and overtime compensation earned by Employees. Each such failure to make a timely payment of
13 compensation to Employees constitutes a separate violation of California Labor Code § 204.

14 49. From four (4) years prior to the filing of this lawsuit to the present, in direct
15 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
16 and overtime compensation earned by Employees. Each such failure to make a timely payment of
17 compensation to Employees constitutes a separate violation of California Labor Code § 204.

18 50. Employees have been damaged by these violations of California Labor Code §§
19 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

20 51. Consequently, pursuant to California Labor Code §§ 201.3, 204, 510, and 1194
21 (and the relevant orders of the Industrial Welfare Commission), Defendants are liable to
22 Employees for the full amount of all their unpaid wages and overtime compensation, with
23 interest, plus their reasonable attorneys' fees and costs.

24 **THIRD CAUSE OF ACTION**

25 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

26 **(Against All Defendants)**

27 52. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

1 53. Employees regularly worked shifts greater than five (5) hours and greater than ten
2 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
3 more than five (5) hours without providing him or her with a meal period of not less than thirty
4 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
5 meal period of not less than thirty (30) minutes.

6 54. Defendants failed to provide Employees with meal periods as required under the
7 Labor Code. Employees were consistently required to work through their meal periods which they
8 were consistently denied. Employees were also required to take meal periods after working
9 beyond the five (5) hour shifts. During meal periods, Employees would be disrupted or interrupted
10 by Defendants with work related requests and communications. Plaintiff and Employees were
11 also, at times, not permitted to take full and complete thirty-minute meal periods, and otherwise
12 took meal periods shorter than thirty minutes in length, due to the control and workload exercised
13 upon Employees by Defendants. Furthermore, Employees were regularly required to work for
14 more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute
15 meal period as required by law.

16 55. Moreover, Defendants failed to compensate Employees for each meal period not
17 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
18 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
19 employee a meal period in accordance with this section, the employer shall pay the employee one
20 hour of pay at the employee's regular rate of compensation for each workday that the meal period
21 is not provided. Defendants failed to compensate Plaintiff and Employees for each meal period not
22 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
23 20 of the applicable IWC Wage Order.

24 56. Therefore, pursuant to Labor Code § 226.7, Plaintiff and Employees are entitled to
25 damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each
26 meal period not provided or deficiently provided, a sum to be proven at trial. Plaintiff and
27 Employees are also entitled to prejudgment interest for such damages.

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FOURTH CAUSE OF ACTION
REST-BREAK LIABILITY UNDER LABOR CODE § 226.7
(Against All Defendants)

57. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

58. Plaintiff and Employees consistently worked over three-and-one-half (3.5) hour and six (6) hour shifts. At times, Employees worked over ten (10) hours in a single workday. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift or major fraction thereof.

59. Defendants failed to provide Employees with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hours of work, or major fraction thereof, when Employees worked over three-and-one-half (3.5) hours in a workday. In addition, when Plaintiff and Employees did receive the opportunity to take rest periods, Defendants did not permit Plaintiff and Employees to leave the work premises. Further, Defendants would interrupt Plaintiff and Employees during rest periods with work related requests and communications.

60. Additionally, under *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260 (2016) “[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their time.” Defendants did not allow Employees to leave the Defendants’ location and this is directly at odds with *Augustus*, as it “tethered [employees] by time and policy to a particular location” and therefore fails to relieve employees of all work duties and employer control during rest periods. *Augusts*, 2 Cal.5th at 269.

61. Moreover, Defendants failed to compensate Employees for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a rest period in accordance with this section, the employer shall pay the employee one hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided. Defendants failed to compensate Plaintiff and Employees for each rest period not provided or

1 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
2 Order.

3 62. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
4 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
5 worked without the required rest breaks, a sum to be proven at trial. Plaintiff and Employees are
6 also entitled to prejudgment interest for such damages.

7 **FIFTH CAUSE OF ACTION**
8 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
9 **IN VIOLATION OF LABOR CODE § 2802**

10 **(Against All Defendants)**

11 63. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 64. Under Labor Code § 2802(a) an employer must indemnify its employees for all
14 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
15 of his or her duties, or of his or her obedience to the directions of the employer.

16 65. Employees incurred necessary expenditures in the performance of their job duties
17 for Defendants, namely the cost of mileage and cell phone and internet usage, which were
18 necessary to perform their duties under Defendants' employ. From four (4) years prior to the
19 original filing of this lawsuit and continuing to the present, Defendants consistently failed to
20 reimburse Employees for these necessarily incurred business expenses.

21 66. As a result of the unlawful acts of Defendants, Employees have been deprived of
22 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
23 plus interest and penalties thereon, attorneys' fees, and costs.

24 **SIXTH CAUSE OF ACTION**
25 **VIOLATION OF LABOR CODE § 226(a)**

26 **(Against All Defendants)**

27 67. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

1 68. California Labor Code § 226(a) requires an employer to furnish each of his or her
2 employees with an accurate, itemized statement in writing showing inclusive dates of the pay
3 period, the gross and net earnings, total hours worked, and the corresponding number of hours
4 worked at each hourly rate. In addition, Labor Code § 226(a) requires that the wage statement
5 depict “the name and address of the legal entity that is the employer[.]” These statements must be
6 appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the
7 employee’s wages; or, if wages are paid by cash or personal check, these statements may be given
8 to the employee separately from the payment of wages. In either case the employer must give the
9 employee these statements twice a month or each time wages are paid.

10 69. Defendants failed to provide Employees with accurate itemized wage statements in
11 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
12 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
13 periods and rest breaks and nondiscretionary commissions, incentive pay, and/or nondiscretionary
14 bonuses, all of which Defendants knew or reasonably should have known were owed to
15 Employees, as alleged hereinabove. The wage statements provided to Employees were confusing
16 and required Employees to engage in discovery and refer to outside sources to verify whether their
17 pay was correct and potentially resulting in a miscalculation by the Employees. Moreover, the
18 wage statements given to Employees failed to accurately specify the name of the employer as
19 required under the law as the wage statements provided to Employees name an entity that is not
20 registered with the California Secretary of State’s Office despite the fact all businesses that wish to
21 conduct business in California need to register with the California Secretary of State’s Office.

22 70. As a direct and proximate cause of Defendants’ violation of Labor Code § 226(a),
23 Employees suffered injuries, including among other things confusion over whether they received
24 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
25 forcing them to make mathematical computations to analyze whether the wages paid in fact
26 compensated them correctly for all hours worked.

27 71. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
28 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation

1 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
2 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
3 award of costs and reasonable attorneys' fees.

4 72. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
5 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
6 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
7 employee for each pay period.

8 73. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
9 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
10 shown according to proof. Plaintiff and Employees are also entitled to an award of costs and
11 reasonable attorneys' fees.

12 **SEVENTH CAUSE OF ACTION**
13 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
14 **and 1174.5**
15 **(Against All Defendants)**

16 74. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 75. California Labor Code § 1174 requires that all employers shall keep accurate time
19 and wage records for all employees. California Labor Code § 1174.5 further requires that any
20 employee suffering injury due to a willful violation of the aforementioned obligations may seek
21 damages, including civil penalties, from the employer.

22 76. During the course of Plaintiff's and Employees' employment, Defendants
23 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
24 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
25 overtime, and premium pay as discussed above.

26 77. Defendants are also required by California Labor Code § 1198 and the applicable
27 Wage Order to maintain a tracking system that accurately records the times at which Employees
28 works.

1 78. Defendants have maintained a common unlawful policy and practice of failing to
2 accurately record meal breaks. At all times relevant hereto, Defendants had maintained an
3 unlawful uniform policy and practice of editing the time records entered by its Employees to
4 change the actual meal break times recorded by the employee, in order to make it appear as though
5 Defendants' Employees took timely and compliant meal breaks.

6 79. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
7 knew wages to be due but failed to pay them.

8 80. Accordingly, Defendants are liable for civil penalties pursuant to the California
9 Labor Code including §§ 1174.5 for the three (3) years prior to the filing of this Complaint.

10 **EIGHTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 203**
12 **(Against All Defendants)**

13 81. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 82. Numerous Employees are no longer employed by Defendants; they either quit
16 Defendants' employ or were fired therefrom.

17 83. Defendants failed to pay these Employees all wages due and certain at the time of
18 termination or within seventy-two (72) hours of resignation.

19 84. The wages withheld from these Employees by Defendants remained due and owing
20 for more than thirty (30) days from the date of separation of employment.

21 85. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
22 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
23 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
24 to thirty (30) days from the date they were due. Plaintiff and Employees are also entitled to an
25 award of costs and reasonable attorneys' fees.

26 ///

27 ///

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1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO PAY VACATION WAGES UNDER LABOR CODE § 227.3**

3 **(Against All Defendants)**

4 86. Plaintiff re-alleges and incorporates the preceding paragraphs as as though set forth
5 in full herein.

6 87. California Labor Code section 227.3 provides:
7 Unless otherwise provided by a collective-bargaining agreement,
8 whenever a contract of employment or employer policy provides for
9 paid vacations, and an employee is terminated without having taken
10 off his vested vacation time, all vested vacation shall be paid to him
11 as wages at his final rate in accordance with such contract of
12 employment or employer policy respecting eligibility or time
13 served; provided, however, that an employment contract or employer
14 policy shall not provide for forfeiture of vested vacation time upon
15 termination. The Labor Commissioner or a designated representative,
16 in the resolution of any dispute with regard to vested vacation time,
17 shall apply the principles of equity and fairness.

18 88. At all relevant times during the applicable limitations period, Plaintiff and
19 Employees accrued vacation time, and/or paid time off, during their employment with
20 Defendants.

21 89. However, Defendants implemented a common policy and practice of failing to pay
22 Plaintiff and Employees for all accrued vacation wages upon separation of employment, in
23 violation of Labor Code 227.3.

24 90. By reason of the above, Plaintiff and Employees are entitled to restitution for all
25 unpaid amounts due and owing to within four (4) years of the date of the filing of the original
26 Complaint until the date of entry of judgment.

27 91. Plaintiff, on behalf of herself and Employees, seeks interest thereon pursuant to
28 California Labor Code section 218.6, costs pursuant to California Labor Code section 218.6, and
reasonable attorneys' fees pursuant to California Code of Civil Procedure section 1021.5.

29 **TENTH CAUSE OF ACTION**

30 **FAILURE TO PAY PROPER SICK PAY UNDER LABOR CODE § 245 *et seq.* and 246**

31 **(Against All Defendants)**

32 92. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 93. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
3 to Employees, including at the amount, terms, and rate of compensation set forth in said law.

4 94. Labor Code Section 246 affords an employee “who works in California for 30 or
5 more days within a year from the commencement of employment [] paid sick days . . . of not less
6 than one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid
7 time off by the 120th calendar day of employment or each calendar year, or in each 12-month
8 period.”

9 95. Additionally, Subsection (l) of Section 246 provides:

10 For the purposes of this section, an employer shall calculate paid
11 sick leave using any of the following calculations:

12 (1) Paid sick time for nonexempt employees shall be calculated in
13 the same manner as the regular rate of pay for the workweek in
14 which the employee uses paid sick time, whether or not the
employee actually works overtime in that workweek.

15 96. Defendants had a common policy and practice of systemically failing to pay
16 Plaintiff and Employees the requisite sick time pay in accordance with California Law.
17 Specifically, Plaintiff and Employees worked for Defendants for more than 30 days, but were not
18 paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for
19 every 12 month period of work. The sick pay paid to Plaintiff and Employees did not account for
20 their nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses; instead,
21 Defendants paid sick leave to Employees at a lower rate in violation of the law.

22 97. Therefore, Sick Pay Class Members are owed the unpaid balance of said wages
23 pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6
24 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or
25 penalties pursuant to Labor Code § 558(a).

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ELEVENTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*
(Against All Defendants)

98. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

99. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

100. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

101. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices.

102. Wage-and-hour laws express fundamental public policies. Paying employees their wages and overtime, providing them with meal and rest periods, etc., are fundamental public policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower costs to themselves by failing to comply with minimum labor standards.

103. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges guaranteed to all employees under the law.

104. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in violation of the Business & Professions Code § 17200 *et seq.*

105. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable care should have known that their conduct was unlawful. Therefore, Defendants' conduct violates the Business & Professions Code § 17200 *et seq.*

106. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

107. Unless restrained by this Court, Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

108. For an order certifying this action as a class action;

109. An order that Plaintiff be appointed class representative;

110. An order that counsel for Plaintiff be appointed class counsel;

111. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;

112. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;

113. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;

1 114. For compensatory damages in the amount of the hourly wage made by Employees
2 for each day requisite rest breaks were not provided or were deficiently provided where no
3 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
4 be proven;

5 115. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

6 116. For penalties pursuant to Labor Code § 226.3, as may be proven;

7 117. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
8 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

9 118. For penalties pursuant to Labor Code § 227.3, as may be proven;

10 119. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;

11 120. For penalties pursuant to Labor Code § 1174.5, as may be proven;

12 121. For restitution for unfair competition pursuant to Business & Professions Code
13 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

14 122. For compensatory damages in the amount of all previously unreimbursed business
15 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
16 from four (4) years prior to the original filing of this action, as may be proven;

17 123. For compensatory damages in the amount equal to the unpaid vacation hours at
18 separation of employment;

19 124. For compensatory damages in the amount equal to the sick hours used by
20 Employees, at the Employees' regular rates of pay;

21 125. For an order enjoining Defendants and their agents, servants, and employees, and
22 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
23 duties adumbrated in this Complaint;

24 126. For all general, special, and incidental damages as may be proven;

25 127. For an award of pre-judgment and post-judgment interest;

26 128. For an award providing for the payment of the costs of this suit;

27 129. For an award of attorneys' fees; and

28 130. For such other and further relief as this Court may deem proper and just.

1
2 DATED: January 11, 2024

D.LAW, INC.

3
4 By

Emil Davtyan

David Yeremian

Roman Shkodnik

Robert Payaslyan

Attorneys for Plaintiff KELSIE KAY

CORAY and the putative class

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DATED: January 11, 2024

By Roman Shohid

By Roman Shkodnik
Enfil Davtyan
David Yeremian
Roman Shkodnik
Robert Payaslyan
Attorneys for Plaintiff KELSIE KAY
CORAY and the putative class

EXHIBIT 4

Coray v. JS West Milling Company

Litigation Costs

Service Date		Details		Provider		Amount
1/11/24		LWDA Letter		LWDA		\$ 75.00
1/12/24		Summons & Complaint		Rapid Legal		\$ 1,493.24
1/18/24		Process of Service - J.S. West Milling Company		Rapid Legal		\$ 128.75
2/20/24		Notice of Acknowledgment of Receipt		Rapid Legal		\$ 15.04
3/19/24		First Amended Complaint		Rapid Legal		\$ 15.04
4/26/24		Partially Accepted CMS; Notice of Posting Jury Fees		Rapid Legal		\$ 169.69
5/6/24		Remote Appearance		Stanislaus County Superior Court		\$ 30.35
5/7/24		Notice of Acknowledgment of Receipt		Rapid Legal		\$ 15.19
5/8/24		Notice of Remote Appearance; Order re Remote Appearance		Rapid Legal		\$ 15.19
5/13/24		POS of Summons		Rapid Legal		\$ 15.19
5/13/24		Notice of ISC and Continued Case Management Conference		Rapid Legal		\$ 15.19
8/6/24		Declaration ISO [P] Dismissal		Rapid Legal		\$ 15.19
8/6/24		Arbitration		American Arbitration Association		\$ 350.00
8/9/24		Notice of Non-Opp to Arbitration		Rapid Legal		\$ 15.19
8/16/24		Notice of Disassociation		Rapid Legal		\$ 15.19
8/16/24		VCourt Receipt		Stanislaus County Superior Court		\$ 74.70
10/10/24		Notice of Change of Address		Rapid Legal		\$ 15.19
2/7/25		Mediation		Jason Marsili		\$ 5,000.00
3/20/25		Expert Mediation Analysis		Berger Consulting Group		\$ 5,580.00
8/18/25		Case Management Statement		Rapid Legal		\$ 17.53
FUTURE		Motion for Approval of PAGA Settlement		Rapid Legal		\$ 80.00
FUTURE		Remote Appearance		Stanislaus County Superior Court		\$ 30.35
FUTURE		Notice of Remote Appearance		Rapid Legal		\$ 18.00
FUTURE		Remote Appearance		El Dorado Superior Court		\$ 35.00
FUTURE		Notice of Entry of Order		Rapid Legal		\$ 18.00
FUTURE		Case Management Statement		Rapid Legal		\$ 18.00
FUTURE		Request for Dismissal		Rapid Legal		\$ 18.00
FUTURE		Declaration of Admin Re Final Disbursement		Rapid Legal		\$ 18.00

\$ 13,306.21

EXHIBIT 5

Attorney	Total Time	Rate	Total Billable Amount
Emma Geesaman	27	\$ 475.00	\$ 12,825.00
Robert Payaslyan	23.9	\$ 585.00	\$ 13,981.50
Roman Shkodnik	23.5	\$ 1,045.00	\$ 24,557.50
Arianna Razi	23.3	\$ 475.00	\$ 11,067.50
Enoch Kim	6.5	\$ 1,045.00	\$ 6,792.50
Amanda Fazio	0.3	\$ 475.00	\$ 142.50
Mason Doidge	0.3	\$ 475.00	\$ 142.50
Total	104.8		\$ 69,509.00

Grand Total	Total Time		Total Billable Amount
Attorneys	104.8		\$ 69,509.00
Total	104.8		\$ 69,509.00

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	11/21/23	1.4	Robert Payaslyan	Analysis and outline of arbitration agreement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	11/21/23	1.4	Robert Payaslyan	Review of files for drafting complaint. Created Main issues, venue, and defendant documents.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	11/22/23	2.1	Robert Payaslyan	WT FEHA analysis + review of handbook + updated argument to invalidate arb agreement + updated Main Issues doc.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	11/22/23	0.8	Robert Payaslyan	Research issue on contract interpretation: Which term governs in contract if there are conflicting terms? (here, class actions go to arbitration, but also has class action waiver...)
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	11/22/23	0.5	Robert Payaslyan	completed complaint template
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	11/22/23	2.9	Robert Payaslyan	finished complaint template
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	11/22/23	0.2	Robert Payaslyan	Drafted complaint from template
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	11/27/23	0.3	Robert Payaslyan	Created list of questions for client (to call in afternoon)
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	11/27/23	3.1	Robert Payaslyan	Spoke with Client (see notes); completed complaint draft; completed LWDA notice letter.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	11/28/23	0.2	Robert Payaslyan	Prep for client call. Called at 2:15 and left her a VM because she did not answer. Asked her to call us back as soon as she can
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	11/28/23	0.5	Robert Payaslyan	Revised and finalized complaint and LWDA letter
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	12/6/23	1.5	Roman Shkodnik	prepare complaint and LWDA letter
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	12/13/23	1.0	Roman Shkodnik	prepare complaint
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	1/8/24	3.0	Roman Shkodnik	review complaint
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	1/10/24	0.1	Robert Payaslyan	review of docs for potential DBAs
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/1/24	1.4	Emma Geesaman	statutory research on workers comp
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/2/24	0.5	Emma Geesaman	research on workers comp. issue
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/15/24	0.1	Robert Payaslyan	review NAR, update case log
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/4/24	0.9	Robert Payaslyan	draft discovery
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/5/24	0.3	Amanda Fazio	revising discovery requests
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/5/24	0.4	Robert Payaslyan	finalize discovery and task to be served
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/14/24	0.6	Robert Payaslyan	prepare for meeting and meeting with OPC. update RS. grant RP ext. to Def. (see notes)
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/18/24	0.9	Robert Payaslyan	FAC
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/22/24	0.1	Robert Payaslyan	check status of discovery
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/15/24	1.0	Robert Payaslyan	FAC
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/14/24	0.6	Robert Payaslyan	email OPC re: service of FAC. review files. extension to answer FAC.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/23/24	0.4	Robert Payaslyan	draft CMS + send to RS for review
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/23/24	0.1	Robert Payaslyan	assign NB to file and serve CMS
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/29/24	0.1	Robert Payaslyan	review emails

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/30/24	0.2	Robert Payaslyan	discuss mediators w RS + assign NB to get availability for Lynn Frank
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/30/24	0.2	Robert Payaslyan	discuss w RS need for JPA w Mahoney
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/30/24	0.1	Robert Payaslyan	discussions w DY re: JPA w Mahoney
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/30/24	1.0	Robert Payaslyan	call with Kate from Mahoney Law Group (see notes) + emails
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/30/24	0.1	Robert Payaslyan	emails and comms. re: NAR
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/1/24	0.1	Robert Payaslyan	FuW OPC re NAR
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/5/24	0.1	Robert Payaslyan	review emails re: JPA and NAR
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/5/24	0.1	Robert Payaslyan	reply to co-counsel re: JPA
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/6/24	0.7	Robert Payaslyan	draft JPA - revisions
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/6/24	0.4	Robert Payaslyan	final edits to JPA; sent to Kate from Mahoney Law
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/6/24	0.1	Robert Payaslyan	emails w co-counsel re JPA
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/7/24	0.5	Robert Payaslyan	sign JPA, send to co-counsel, update log, request docs from co-counsel
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/7/24	0.0	Robert Payaslyan	downloaded, saved, and sent JPA signed by our client to co-counsel at Mahoney Law
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/13/24	1.4	Robert Payaslyan	CMC
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/30/24	0.2	Robert Payaslyan	call and emails with OPC
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/5/24	3.0	Roman Shkodnik	dismissal and prepare initiation for arb
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/8/24	1.0	Roman Shkodnik	talk to other Plaintiff's firm
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/12/24	0.3	Mason Doidge	Drafting notice of disassociation
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	9/17/24	0.1	Emma Geesaman	adding case info to chart; adding hearings and deadlines to chart; reviewing notes on neos
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	9/19/24	0.2	Emma Geesaman	discussing case with Roman; (D) missed deadline to pay arb. fees; we will let them know it is our position they have waived the right to proceed with arb. and send draft tolling agreement; say we can either schedule mediation and hold off on motion or file motion and proceed in court
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	9/19/24	0.4	Emma Geesaman	drafting tolling agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	9/24/24	0.1	Emma Geesaman	emailing OC to schedule a call for this week to discuss tolling agreement and arbitration issue
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	9/24/24	0.1	Emma Geesaman	responding to OC email confirming call for tomorrow at 11
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	9/25/24	0.7	Emma Geesaman	reviewing emails and tolling agreement in prep for call; call with OC; they will sign tolling agreement given issue with AAA and arb. being cancelled due to fee payment issue; OC said this has happened 3 times where they have timely paid fees but AAA has said they havent and canceled arb; interested in mediation roughly 300 aggrieved employees but this number includes truck drivers exempt from meal and rest breaks under DOT; good with using Jason Marcili or Kevin Barnes; i will follow up with tolling agreement and proposed mediator and then OC will get dates; discussed with Roman
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	9/25/24	0.1	Emma Geesaman	revising tolling agreement; sending to OC
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	9/25/24	0.1	Emma Geesaman	adding Roman's signature to final version of tolling agreement; sending fully executed version to OC
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	9/25/24	0.2	Emma Geesaman	sending email to OC and other (P) counsel proposing Jason Marsili and Kevin Barnes as mediators

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	9/30/24	0.1	Emma Geesaman	reading email with available mediation dates; checking calendar for availability; responding to counsel with our available dates; adding to case notes
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	10/2/24	0.1	Emma Geesaman	checking calendar for March availability for mediation; responding to OC email re: hold on March 10 for mediation; confirmed this date works for us
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	10/9/24	0.1	Emma Geesaman	adding mediation date to chart; adding to case notes
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	10/18/24	0.2	Emma Geesaman	signing confidentiality agreement and engagement letter for mediation for our firm
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	10/23/24	0.3	Emma Geesaman	drafting email with informal discovery requests to be produced prior to mediation for our co-counsel to review
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	10/23/24	0.1	Emma Geesaman	emailing co-counsel Mahoney draft email of informal discovery requests for their review and additions
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	10/23/24	1.0	Roman Shkodnik	review informal discovery
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	10/29/24	0.0	Emma Geesaman	sending follow up email to co-counsel regarding informal discovery requests
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	10/29/24	0.1	Emma Geesaman	Speaking with another former employee of the company about interest in being a witness for mediation; [REDACTED]
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	11/5/24	0.1	Emma Geesaman	emailing opposing counsel informal discovery requests in advance of mediation
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	12/2/24	0.1	Emma Geesaman	drafting notice of unavailability for court case
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	12/5/24	0.1	Emma Geesaman	call with client to decline WT claims and sent follow up email
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	1/16/25	0.1	Emma Geesaman	call with other plaintiff's attorney; okay with using Berger consulting as expert; let Jarrett know our firms will be splitting costs; look through doc production to make sure we have all policies/waivers requested; other Plaintiff's firm will do initial draft of mediation brief
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	1/17/25	0.7	Emma Geesaman	drafting email to Jarrett with document production, outlining claims, and requesting certain damage calculations
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	1/17/25	0.0	Emma Geesaman	emailing opposing counsel for handbook; meal period waivers; and demographic info
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	1/22/25	0.1	Emma Geesaman	emailing opposing counsel regarding not having all pay records and getting them in another format
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	1/22/25	0.1	Emma Geesaman	emailing back expert regarding format of data and whether we have all pay records
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/4/25	0.1	Emma Geesaman	reading email from opposing counsel regarding issue with data provided for mediation; emailing expert to explain issue and provide update on doc production
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/4/25	0.1	Emma Geesaman	emailing opposing counsel to request a list of those exempt employees that were inadvertently included in document production; emailed expert to let her know i requested such a list and will follow up with her when I have a response
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/28/25	0.1	Emma Geesaman	emailing co-counsel regarding mediation brief and scheduling a call with opposing counsel regarding demographic information
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/28/25	0.0	Emma Geesaman	emailing opposing counsel re availability for a call prior to mediation
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/28/25	0.0	Emma Geesaman	replying to email regarding call next week; sending out teams meeting invite
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/28/25	0.0	Emma Geesaman	emailing co-counsel back regarding mediation brief
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/28/25	0.1	Emma Geesaman	emailing mediator back regarding availability for pre-mediation call
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/3/25	0.0	Emma Geesaman	sending copy of employee handbook to co-counsel in advance of mediation
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/3/25	1.8	Emma Geesaman	adding to mediation brief provided by co-counsel
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/4/25	0.5	Emma Geesaman	reviewing driver's analysis and adding to mediation brief; finalizing exhibits for brief
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/4/25	0.2	Emma Geesaman	call with client to clarify facts for mediation brief and to discuss mediation on Monday

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/4/25	0.2	Emma Geesaman	revising mediation brief based on call with client
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/4/25	0.1	Emma Geesaman	adding notes from call with client to mediation notes
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/4/25	0.3	Emma Geesaman	call with mediator in advance of mediation to discuss strengths and potential issues that may arise during mediation
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/4/25	0.1	Emma Geesaman	sending brief summary of call with mediator to supervising attorney
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/4/25	0.1	Emma Geesaman	reviewing supervisor's edits to mediation brief and sending to co-counsel for her review
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/5/25	0.3	Emma Geesaman	reviewing co-counsel edits to brief; finalizing mediation brief and combining with exhibits
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/5/25	0.1	Emma Geesaman	emailing mediation brief to the mediator; posting brief and applicable analyses for managing attorney
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/6/25	0.2	Emma Geesaman	call with opposing counsel to go over demographic info; also discussed brief sharing
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/6/25	0.1	Emma Geesaman	reviewing email from OC with updated demographics; adding to mediation notes; emailing expert to ask for updated analyses based on demographics and additional drivers being added
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/6/25	0.1	Emma Geesaman	reviewing expert question regarding additional drivers excel sheet; emailing opposing counsel to clarify what columns signify in excel sheet
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/10/25	4.7	Emma Geesaman	attending mediation
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/10/25	8.0	Roman Shkodnik	attend mediation
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/11/25	0.2	Emma Geesaman	call with client to go over yesterdays mediation; she approved the 10k individual and overall PAGA deal
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	3/11/25	0.1	Emma Geesaman	responding to client's questions sent via email
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/7/25	0.1	Emma Geesaman	sending follow up email regarding draft settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/7/25	0.0	Emma Geesaman	emailing opposing counsel back re settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/7/25	1.0	Emma Geesaman	drafting individual settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/8/25	2.2	Emma Geesaman	started drafting PAGA settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/8/25	0.2	Emma Geesaman	drafting request for quote emails; emailing opposing counsel regarding unclaimed funds, translations, and number of aggrieved employees
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/9/25	0.1	Emma Geesaman	revising email to administrator for requests for quotes and sending out
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/10/25	0.2	Emma Geesaman	revising individual settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/11/25	0.3	Emma Geesaman	finished drafting PAGA settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/11/25	0.1	Emma Geesaman	drafting PAGA payment letter
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/11/25	0.0	Emma Geesaman	updating PAGA settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/18/25	0.1	Emma Geesaman	following up with co-counsel regarding signed JAP
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/21/25	0.0	Emma Geesaman	downloading signed JPA; updating neos to reflect that it has been fully executed
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	4/21/25	0.0	Emma Geesaman	adding settlement checklist to neos
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/2/25	3.0	Roman Shkodnik	review PAGA and individual settlement4
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/2/25	0.5	Emma Geesaman	drafting ind. settlement agreement for co-counsel's client

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/2/25	0.1	Emma Geesaman	emailing co-counsel draft PAGA settlement agreement, payment letter, and individual settlement agreements
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/5/25	0.1	Emma Geesaman	emailing co-counsel re: revisions to settlement agreements and consolidated complaint
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/13/25	0.0	Emma Geesaman	sending Co-C follow up email re settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/13/25	0.2	Emma Geesaman	reviewing co-counsel revisions to settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/13/25	0.1	Emma Geesaman	emailing co-counsel re: her changes to settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/13/25	0.1	Emma Geesaman	emailing OC draft PAGA and ind. settlement agreements
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/13/25	0.2	Emma Geesaman	reviewing and revising stip to file SAC and lift stay sent by Co-counsel
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/13/25	0.1	Emma Geesaman	emailing Co-counsel changes to stip to file SAC
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/14/25	0.1	Emma Geesaman	reviewing co-counsel further edits to stip.; emailing co-counsel re: edits
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/20/25	0.0	Emma Geesaman	sent OC follow up email re: revisions to settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/22/25	0.2	Emma Geesaman	reviewing OC revisions to ind. and PAGA settlement agreements
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/22/25	0.1	Emma Geesaman	emailing co-counsel regarding revisions to PAGA settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/22/25	0.1	Emma Geesaman	Summarizing OC revisions to settlement agreement for co-counsel having email issues
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/22/25	0.1	Emma Geesaman	finalizing PAGA and ind. settlement agreements; emailing to OC and Co-C
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/22/25	1.0	Roman Shkodnik	review settlement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/28/25	0.1	Emma Geesaman	sending individual and PAGA settlement agreement to client via docusign
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/28/25	0.0	Emma Geesaman	calling client and left voicemail
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/29/25	0.4	Emma Geesaman	call with client to go over ind. and PAGA settlement agreements
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	5/29/25	0.1	Emma Geesaman	downloading signed agreements, adding firm signature, sending OC signed settlement agreements
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	6/9/25	0.0	Emma Geesaman	emailing OC re: signatures to settlement agreements
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	6/23/25	0.0	Emma Geesaman	following up with OC re: signed settlement agreements
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	6/30/25	0.0	Emma Geesaman	emailing OC to follow up on signatures to settlement agreements
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	6/30/25	0.0	Emma Geesaman	emailing supervisor re: executed settlement agreements
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	6/30/25	0.1	Emma Geesaman	emailing co-counsel re: signatures on settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	7/14/25	0.0	Emma Geesaman	emailing co-counsel re: her client's signature on settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	7/14/25	0.0	Emma Geesaman	emailing co-counsel back re: settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	7/23/25	0.0	Emma Geesaman	replying to Co-C email re: settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	7/29/25	0.1	Emma Geesaman	emailing co-counsel to follow up on settlement agreement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	7/29/25	0.2	Emma Geesaman	call with co-counsel re: settlement agreement

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	7/29/25	0.1	Emma Geesaman	call with supervisor re: settlement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	7/29/25	0.1	Emma Geesaman	adding to case notes
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	7/31/25	0.3	Emma Geesaman	updating neos settlement tab; updating case notes; messaging settlement team re: fully executed agreement; emailing Co-C re: draft SAC and stip
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	7/31/25	0.2	Enoch Kim	Confer with team re settlement agreement and drafting of approval motion.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/6/25	0.0	Emma Geesaman	sending co-c follow up email re: SAC
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/6/25	0.0	Emma Geesaman	responding to co-c email re: SAC
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/6/25	0.9	Emma Geesaman	started reviewing SAC
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/7/25	0.3	Emma Geesaman	finished reviewing SAC
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/7/25	0.0	Emma Geesaman	emailing co-counsel revisions to draft SAC
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/6/25	1.0	Roman Shkodnik	review Second Amended Complaint
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/12/25	0.1	Emma Geesaman	reviewing ind. settlement agreement; creating task for admin to send client W4
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/12/25	0.1	Emma Geesaman	sending OC client's W4 and firm mailing address
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/12/25	0.5	Emma Geesaman	drafting CM-110
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/14/25	0.0	Emma Geesaman	sending follow up email to OC re: revisions to SAC and stip to file SAC
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/15/25	0.1	Emma Geesaman	responding to supervisor question re: cmc statement
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/18/25	0.1	Emma Geesaman	finalizing CM110; creating task for admin to file
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/20/25	0.1	Emma Geesaman	responding to admin question re tax documents
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/25/25	0.4	Emma Geesaman	trying to access hearing; messaging admin re: same; emailing OC re: specially appearing; calendaring continued CMC date
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/25/25	0.1	Emma Geesaman	call with client
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	8/25/25	0.0	Emma Geesaman	adding to case notes
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	9/26/25	0.0	Emma Geesaman	sending OC follow up email
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	10/7/25	0.0	Emma Geesaman	reviewing payment letter
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	10/23/25	0.1	Emma Geesaman	reviewing docket in Co-C case; reviewing past emails; following up with OC on SAC and stip to file SAC
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	10/27/25	0.1	Emma Geesaman	responding to message from settlement team
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	10/29/25	0.0	Emma Geesaman	sending OC follow up email re: SAC and stip
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	10/29/25	0.1	Emma Geesaman	reviewing stip and emailing Co-C and OC re: filing stip
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	10/29/25	0.2	Emma Geesaman	downloading final SAC; signing; sending Co-C signed SAC and PAGA Notice
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	10/29/25	0.0	Emma Geesaman	responding to Co-C email re: joint stip
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	11/10/25	0.1	Emma Geesaman	adding filing of SAC to case notes; messaging senior re; status of case

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	11/10/25	0.1	Emma Geesaman	messaging settlement team re: status of case
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	11/10/25	0.1	Emma Geesaman	responding to internal message re: procedural next steps
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	12/2/25	0.5	Arianna Razi	Review case file. Confer with EK re drafting of Motion for approval of PAGA Settlement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	12/2/25	0.3	Arianna Razi	Draft correspondence to co-counsel re: taking lead on Motion for Approval of PAGA Settlement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	12/2/25	0.5	Arianna Razi	Draft cover page for administrator's declaration.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	12/2/25	1.4	Arianna Razi	Draft proposed order granting plaintiffs' motion for approval of PAGA settlement agreement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	12/4/25	3.4	Arianna Razi	Draft EK's declaration in support of motion for approval of PAGA settlement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	12/5/25	2.8	Arianna Razi	Continue drafting EK's declaration in support of motion for approval of PAGA settlement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	12/5/25	0.2	Arianna Razi	Draft correspondence to administrator re: declaration in support of motion for approval of PAGA settlement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	12/5/25	0.5	Arianna Razi	Draft amendment to settlement agreement re: attorney costs.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	12/8/25	0.4	Arianna Razi	Review administrator's draft declaration. Make revisions to administrator's declaration and draft correspondence to administrator regarding the same.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	12/9/25	3.4	Arianna Razi	Draft notice of motion and memorandum of points and authorities in support of motion for approval of PAGA settlement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	12/31/25	0.0	Emma Geesaman	reviewing email from co-c and adding to case notes
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	1/5/26	1.5	Arianna Razi	Review co-counsel's declaration and exhibits. Make corresponding revisions to motion for PAGA approval, EK's declaration, and proposed order.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	1/5/26	0.2	Arianna Razi	Draft correspondence to co-counsel re: amendment to settlement agreement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	1/6/26	0.2	Arianna Razi	Draft correspondence to defense counsel re: amendment to settlement agreement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	1/16/26	0.1	Arianna Razi	Draft correspondence to defense counsel re: amendment to settlement agreement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	1/21/26	0.1	Arianna Razi	Draft correspondence to co-counsel re: amendment to settlement agreement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	1/23/26	0.1	Arianna Razi	Draft email to co-counsel and defense counsel re: amendment to settlement agreement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/11/26	0.4	Arianna Razi	Confer with EK regrading contradictory language in aggrieved employees' release. Make amendment to settlement agreement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/11/26	0.8	Arianna Razi	Review EK's revisions to memorandum of points and authorities. Make corresponding revisions to EK's declaration in support of motion for PAGA approval.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/11/26	0.4	Arianna Razi	Make additional revisions to proposed order granting motion for PAGA approval.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/11/26	2.4	Enoch Kim	Review and revise approval motion documents; confer with AR re need to amend settlement agreement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/13/26	0.1	Arianna Razi	Draft follow-up email to co-counsel and defense counsel.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/13/26	0.3	Arianna Razi	Draft correspondence to co-counsel re: review of motion papers.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/13/26	0.8	Arianna Razi	Review co-counsel's revisions to motion papers. Make corresponding revisions to EK's declaration.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/13/26	0.2	Arianna Razi	Draft correspondence to defense counsel re: status of review of motion papers and amendment to settlement agreement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/13/26	0.6	Enoch Kim	Review approval motion documents; confer with AR re same.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/17/26	0.2	Arianna Razi	Review correspondence from defense counsel and EK re: amending settlement agreement.

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/17/26	0.5	Arianna Razi	Draft second amendment to PAGA settlement agreement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/17/26	0.4	Arianna Razi	Make corresponding revisions to motion papers based on second amendment to PAGA settlement agreement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/17/26	0.4	Arianna Razi	Review correspondence between EK and defense counsel re: amending release language.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/17/26	0.4	Arianna Razi	Revise second amendment to settlement agreement. Revise motion papers in line with second amendment to settlement agreement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/17/26	0.2	Arianna Razi	Draft correspondence to defense counsel and co-counsel re: second amendment to settlement agreement and revised proposed order.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/17/26	0.6	Arianna Razi	Create exhibit list.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/18/26	0.2	Arianna Razi	Revise settlement payment letter. Draft correspondence to defense counsel regarding the same.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/17/26	1.3	Enoch Kim	Exchange multiple correspondence with defense counsel re amendment to settlement agreement; confer with AR re same; review amendment to settlement agreement.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/18/26	0.2	Enoch Kim	Review notice of settlement letter; confer with AR re same.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/19/26	0.4	Arianna Razi	Make additional revisions to Plaintiff's CMC statement. Finalize for filing.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/20/26	0.4	Arianna Razi	Review defendant's revisions to motion papers and proposed order.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/20/26	0.3	Arianna Razi	Draft correspondence to defense counsel re: attorneys' fees amount and date defendant is supposed to fund the gross settlement amount.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/20/26	0.7	Enoch Kim	Review defendant's revisions and comments to approval motion; confer with AR re same; exchange correspondence with counsel re approval motion.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/23/26	1.1	Enoch Kim	Review and revise PAGA approval motion documents.
CV-24-000348	Coray v. J.S. West Milling Company dba J.S. West Milling Co	2/23/26	0.7	Arianna Razi	Review EK's revisions to his declaration. Incorporate revisions into motion papers. Finalize motion for filing.

EXHIBIT 6