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FILED
Superior Court of California,
County of El Dorado
MAY 29 2026
By: Courtney Abila, Deputy Clerk

**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

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

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

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

ORDER

On March 27, 2026 at 8:30 a.m. in Department 9, Plaintiffs Eric Wexelman and Kelsie Coray (“Plaintiffs”)’s unopposed Motion for Approval of PAGA Settlement Agreement, Amendment to PAGA Settlement Agreement, and Second Amendment to PAGA Settlement Agreement (together, “Settlement Agreement” or “Settlement”) entered into by and between Plaintiffs, on behalf of themselves, the State of California, and all aggrieved employees (the “Aggrieved Employees”), and Defendant J.S. West Milling Company dba J.S. West Milling Co. (“Defendant”), came before the Court for hearing pursuant to the Private Attorney’s General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiffs appeared via their counsel (“PAGA Counsel”) and counsel also appeared for Defendant (“Defense Counsel”). There were no other appearances and no objections to the Motion for Approval of PAGA Settlement Agreement (“Motion”). Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiffs’ Motion is GRANTED.

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

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

2. Aggrieved Employees are defined as all individuals who were employed by Defendant, as hourly, non-exempt employees in California at any time during the PAGA Period, which is the period from September 5, 2022, through February 21, 2025.¹

3. The Court has considered the nature of the claims, the amount paid in settlement,

¹ The escalator clause in Paragraph 8 of the Settlement Agreement was triggered. To avoid exceeding the 19,182 PAGA Pay Periods threshold, Defendant elected to end the PAGA Period on February 21, 2025, pursuant to Paragraph 8 of the Settlement Agreement. The total number of PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period is 19,065.

1 which is \$355,000.00 (“Gross Settlement Amount”), the allocation of settlement proceeds among the
2 Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties’
3 respective positions rather than the result of a finding of liability at trial. The Court hereby finds the
4 Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has
5 been reached as a result of serious and non-collusive, arm’s-length negotiations. The Court therefore
6 approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate
7 the Settlement according to the terms outlined in the Settlement Agreement.

8 4. The Court hereby finds that Plaintiffs’ notice of the proposed Settlement submitted to
9 the California Labor and Workforce Development Agency (“LWDA”) fully and adequately complied
10 with the notice requirements of California Labor Code § 2699.

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

14 Release by Aggrieved Employees:

15 Effective on the date when Defendant fully funds the entire Gross Settlement
16 Amount, all Aggrieved Employees will be bound by the judgment and are deemed to
17 release, on behalf of themselves and their respective former and present representatives,
18 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from
19 all claims for PAGA penalties that were alleged, or reasonably could have been alleged,
20 based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice
21 and ascertained in the course of the Action, including, but not limited to, civil penalties
22 pursuant to PAGA for or related to alleged violations of Labor Code §§ 201, 202, 203, 204,
23 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5,
24 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699 *et seq.*, and 2802;
25 declaratory relief as it relates to the claims listed above, penalties recoverable pursuant to
26 the claims listed above, interest, fees, costs, as well as all other claims and allegations
27 alleged in the Action, throughout the PAGA Period ("Released PAGA Claims").

28 “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.

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

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

3 8. Pursuant to the terms of the Settlement, the Court awards a PAGA Counsel Fees
4 Award to PAGA Counsel in the total amount of **\$118,333.33**, to be paid out of the Gross Settlement
5 Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

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

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

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

18 12. The Court shall examine the final accounting at a Compliance Hearing set on January
19 8, 2027 at 8:30 a.m. in Department 9.

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

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

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

28 16. The Court hereby enters judgment of the entire Action, with prejudice, for the reasons

1 set forth above and upon the terms set forth in the Settlement Agreement.

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

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

13 **IT IS SO ORDERED.**

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15 DATED: 05/29/2026, 2026


16 Hon. Hana Balfour
17 Judge of the Superior Court
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