

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Elizabeth Parker-Fawley (SBN 301592)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, CA 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

AARON C. GUNDZIK (State Bar No. 132137)
REBECCA G. GUNDZIK (State Bar No. 138446)
GUNDZIK GUNDZIK HEEGER LLP
3415 S. Sepulveda Blvd., Suite 420
Los Angeles, CA 90034
Tel: (818) 290-7461

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

ANGEL SOLIZ, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

vs.

DUST BOWL BREWING CO., LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CV-23-004243
Honorable Sonny S. Sandhu

Department 24

CLASS ACTION

Date: July 9, 2025
Time: 8:30 a.m.
Place: Dept. 24

[PROPOSED] ORDER:

- (1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- (2) CONDITIONALLY CERTIFYING
A CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- (3) APPROVING THE NOTICE OF
SETTLEMENT; AND**
- (4) SETTING A HEARING ON
MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Complaint Filed: July 28, 2023

1 The Court, having considered the Motion for Preliminary Approval of Class Action
2 Settlement of Plaintiff Angel Soliz (“Plaintiff”), the Declarations of Elizbeth Parker-Fawley,
3 Aaron Gundzik, Plaintiff Angel Soliz and Nicole Bench of ILYM Group, Inc., the
4 Stipulation of Class Action Settlement (“Settlement Agreement”) executed by Plaintiff and
5 Defendant, attached to the Declaration of Elizabeth Parker-Fawley as Exhibit 3 and the
6 Notice of Proposed Class Action Settlement (“Notice of Settlement”) attached as Exhibit A
7 to the Settlement Agreement, makes the following findings:

8 A. The parties to this action are Plaintiff Angel Soliz (“Plaintiff”) and Defendant
9 Dust Bowl Brewing Co., LLC (“Defendant”). Plaintiff seeks to represent a Class including
10 all current and former hourly-paid or non-exempt employees of Defendant in California
11 employed during the Class Period (from June 28, 2019, through June 1, 2024).

12 B. After participating in an arms-length mediation, Plaintiff and Defendant have
13 agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks to
14 represent. The terms of the proposed settlement are fully set forth in the Settlement
15 Agreement (included as Exhibit 3 to the Declaration of Elizabeth Parker-Fawley in support
16 of Plaintiff’s Motion for Preliminary Approval).

17 C. The terms of the proposed settlement include the following:

18 i. The proposed Class consists of all current and former hourly-paid or
19 non-exempt employees of Defendant in California employed during the Class Period

20 ii. The Class Period is from June 28, 2019, through June 1, 2024.

21 iii. In settlement, Defendant will pay the gross amount of \$1,000,000,
22 plus the employer’s share of withholding taxes.

23 iv. Defendant will pay the Gross Settlement Amount, within sixty (60)
24 calendar days of the Effective Date (which is the date of entry of the Final Approval Order if
25 no objection is filed).

26 v. From the gross settlement amount, the parties propose to deduct fees
27 for settlement administration costs in the amount of \$10,000, a service and release award in
28 the amount of \$5,000 to the Representative Plaintiff, Angel Soliz, \$100,000 which will be

1 allocated to Plaintiff's PAGA claim, seventy-five percent (75%) of which will be paid to the
2 California Labor & Workforce Development Agency ("LWDA") and twenty-five percent
3 (25%) of which will be paid to the PAGA employees, Class Counsel's reasonable and actual
4 costs in an amount not to exceed \$25,000, Class counsel's attorneys' fees as approved by the
5 Court, but not to exceed 35% of the Gross Settlement Amount, and Employer's Withholding
6 Share.

7 vi. The amount remaining, after deductions approved by the Court, will
8 be distributed to individual Settlement Class Members in accordance with the formula
9 specified in the Settlement Agreement.

10 D. The proposed Notice of Settlement is attached hereto as **Exhibit 1** and is
11 incorporated herein by this reference. The Parties propose to have the Settlement
12 Administrator send the Notice of Settlement to all Class Members by regular mail and that
13 Class Members shall have sixty (60) days to opt out of or object to the settlement.

14 E. The proposed Class Counsel are experienced and in their view, the proposed
15 settlement is fair and reasonable.

16 F. The proposed settlement is fair and reasonable to Class Members.

17 G. The notice procedure set forth in the Settlement Agreement will adequately
18 notify the Class of the settlement and of their right to opt out or object.

19 H. The Settlement Agreement and Notice of Settlement include a proposed
20 release which will bind those Class Members who do not opt out of the Settlement.

21 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

22 1. The motion is granted.

23 2. The proposed settlement is fair, adequate and reasonable and in the best
24 interests of the Class Members.

25 3. The class action settlement, as set forth in the Settlement Agreement, is
26 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

1 4. The proposed Class is provisionally certified as an opt-out class action under
2 Section 382 of the Code of Civil Procedure solely for the purpose of the settlement of this
3 matter, with the Class defined as specified above and in the Settlement Agreement.

4 5. Plaintiff Angel Soliz is appointed as the class representative for the
5 provisionally certified Class.

6 6. Edwin Aiwazian, Joanna Ghosh, Elizabeth Parker-Fawley, Aaron C. Gundzik
7 and Rebecca G. Gundzik are appointed as Class Counsel for the provisionally certified
8 Class.

9 7. ILYM Group, Inc. is approved as the Settlement Administrator.

10 8. The Settlement Administrator is ordered to immediately post this Order and a
11 copy of the Settlement Agreement on the website it has established for this case.

12 9. The Notice of Settlement in substantially the form attached hereto as Exhibit
13 1 is approved, and the Settlement Administrator is authorized to send the Notice of
14 Settlement to the provisionally certified Class.

15 10. The Court directs the Settlement Administrator to mail the Notice of
16 Settlement to the Class Members, as provided for in the Settlement Agreement.

17 11. The Court preliminarily approves of the Class release in the Settlement
18 Agreement.

19 12. The Court directs that any and all objections to the Settlement be sent to the
20 Settlement Administrator and postmarked (if mailed) or received (if faxed or emailed) no
21 later than sixty (60) calendar days after the Notice of Settlement is mailed. For remailed
22 notices, the deadline shall be the earlier of sixty (60) calendar days after remailing or ten
23 days before the final approval hearing.

24 13. The Court directs that all requests for exclusion must be sent to the
25 Settlement Administrator and postmarked (if mailed) or received (if faxed or emailed) no
26 later sixty (60) calendar days after the Notice of Settlement is mailed or re-mailed. For
27 remailed notices, the deadline shall be the earlier of sixty (60) calendar days after remailing
28 or ten days before the final approval hearing.

1 14. A Final Approval Hearing on the question of whether the proposed class
2 settlement should be finally approved as fair, reasonable, and adequate as to the members
3 of the proposed settlement class, for approval of Class Counsel's Attorneys' Fees and Class
4 Counsel's Costs, for approval of the service and release award to the class representative,
5 for approval of the fees of the settlement administrator is set for _____, at _____ in
6 Department 24 of the above-entitled Court.

7 15. The Court orders that the papers in support of the final approval of the
8 settlement and Plaintiff's award of attorneys' fees and costs shall be filed at least 16 court
9 days before the hearing.

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1 16. Based on the terms of the Settlement Agreement, the following sets forth the
2 proposed schedule of events to occur with respect to the effectuation of the settlement:

Event	Date
Deadline for Defendant to provide Class data to settlement administrator	Within 10 calendar days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	within 10 calendar days of receipt of class data from Defendant
Settlement Administrator to re-mail Notice of Class Action Settlement	10 calendar days after receipt of notice that the Notice of Class Action Settlement was undeliverable.
Deadline to dispute workdays, opt out of or object to settlement (“Response Deadline”)	within 60 days of mailing or re-mailing of Notice of Settlement
Deadline for Settlement Administrator to provide counsel for the Parties a complete list of all Class Members who timely submitted a Request for Exclusion.	7 calendar days after Response Deadline
Deadline to file motion for final approval of the settlement and award of attorneys’ fees and costs	16 court days before final approval hearing
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	

20 Dated: _____

Hon. Sonny S. Sandhu

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EXHIBIT 1
(Notice of Settlement)