

1 Edwin Aiwazian (SBN 232943)
2 Arby Aiwazian (SBN 269827)
3 Joanna Ghosh (SBN 272479)
4 Elizabeth Parker-Fawley (SBN 301592)
5 **LAWYERS for JUSTICE, PC**
6 450 North Brand Blvd., Suite 900
7 Glendale, CA 91203
8 Tel: (818) 265-1020 / Fax: (818) 265-1021

6 AARON C. GUNDZIK (State Bar No. 132137)
7 REBECCA G. GUNDZIK (State Bar No. 138446)
8 **GUNDZIK GUNDZIK HEEGER LLP**
9 3415 S. Sepulveda Blvd., Suite 420
10 Los Angeles, CA 90034
11 Tel: (818) 290-7461

12 Attorneys for Plaintiff

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF STANISLAUS**
16

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

20 Plaintiff,

21 vs.

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

25 Defendants.

Case No.: CV-23-004243

Honorable Sonny S. Sandhu

Department 24

CLASS ACTION

**DECLARATION OF PLAINTIFF
ANGEL SOLIZ IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL**

Hearing Date: July 9, 2025

Hearing Time: 8:30 a.m.

Department: 24

Complaint Filed: July 28, 2023

1 I, Angel Soliz, declare as follows:

2 1. I am a competent adult, over the age of eighteen, and the named plaintiff who
3 brought this class action Defendant Dust Bowl Brewing Co., LLC ("Dust Bowl Brewing" or
4 "Defendant"). The following is based upon my personal knowledge, and if called as a
5 witness, I could and would competently testify thereto.

6 2. Between approximately June 2019 until January 2021, I worked for Dust
7 Bowl Brewing as an hourly-paid Cook.

8 3. During the time I worked for Dust Bowl Brewing, I and other employees
9 were required to record only our scheduled hours instead of all time we actually worked
10 before clocking-in and after clocking-out of our scheduled shifts and during meal and rest
11 periods. As a result, I and other employees were not paid our hourly wage for our off-the-
12 clock work. I was required to perform a variety of work-related tasks prior to clocking in
13 and/or after clocking out such as undergoing COVID screenings, waiting in lines to access
14 the timekeeping system, and responding to questions from managers regarding work-related
15 issues, donning and doffing hygiene gear, and labelling and storing or retrieving food items
16 from the freezer storage located outside of the building.

17 4. During the time I worked for Dust Bowl Brewing, my meal and rest periods
18 and those of other employees were regularly interrupted, short, missed, and/or late because
19 we were required to perform and complete work duties during meal and rest periods such as
20 providing customer service, preparing food, and responding to work-related questions from
21 managers.

22 5. I understand that I am the named representative in this class action. I will
23 adequately represent the interests of all members of the proposed class, which I understand
24 to consist of all current and former hourly-paid or non-exempt employees who worked for
25 Dust Bowl Brewing in California from July 28, 2019, through June 1, 2024.

26 6. As discussed above, I believe my claims are typical of the claims of other
27 hourly employees and involve the same issues.
28

1 7. I know of no reason that my interests in this class action are inconsistent with
2 the interests of any other Class Member. In filing this lawsuit, I was trying to obtain
3 compensation for myself and for all Class Members for the actions of Dust Bowl Brewing
4 that I believed to be improper.

5 8. If the Court certifies a class for settlement purposes in connection with the
6 proposed settlement, I promise to consider the interests of other Class Members just as I
7 would consider my own interests. And I understand that I may even need to put the interests
8 of the Class before my own interests.

9 9. I have willingly participated in this case as the named Plaintiff, and I will
10 continue to do so as long as this case is pending. I volunteered to represent the other Class
11 Members in this case so that they can benefit from my attempt to enforce California law and
12 so that other Class Members would not have to expend time, effort, and money pursuing
13 individual cases for the same thing.

14 10. I am not aware of any actual or potential conflicts of interest that I have with
15 any of the Class Members.

16 11. I do not have any actual or potential conflicts of interest with the proposed
17 third-party settlement administrator, ILYM Group, Inc.

18 12. I am not aware of any other pending matter or action asserting claims that
19 will be extinguished or adversely affected by the proposed settlement.

20 13. I did not make the decision to become involved in this class action lightly and
21 this decision posed many risks for me. I understood that because of my involvement in the
22 class action, if the case was unsuccessful, I could be responsible for Defendants' litigation
23 costs, which I understood might end up being substantial in a class action. I was also
24 concerned by the attention a publicly filed lawsuit, and especially a class action, would
25 attract. My name would be associated with a lawsuit that I had filed against a former
26 employer. I was aware that it is possible, and relatively easy, through an internet search for
27 anyone to find this lawsuit and my name on it. I was mindful that others at Dust Bowl
28 Brewing or other potential employers might find out that I sued my employer, and that this

1 could hurt my future employment prospects. In addition, the settlement agreement in this
2 lawsuit requires that I enter into a general release, which I understand is broader than the
3 release that will bind other Class Members. Nevertheless, I agreed to accept these risks
4 because I felt that important rights were at stake that affected everyone, and something
5 ought to be done about it.

6 14. One of the reasons I engaged my attorneys is because I did not think it was
7 fair that we were not provided with all of our breaks or paid for all of the time we spent
8 working. I am aware that Dust Bowl Brewing treated others similarly based on my
9 communications with other Dust Bowl Brewing employees. By filing this class action
10 lawsuit, I thought it would be an opportunity for me and my co-workers to get the
11 compensation and reimbursements due to us.

12 15. Both before and after filing the lawsuit, I engaged in lengthy conversations
13 with my attorneys about all aspects of this case and my job. I was prompt and responsive to
14 my attorneys' inquiries. I identified relevant witnesses to them, identified helpful
15 documents, and provided my attorneys with all of the relevant documents in my possession.
16 I was proactive and requested regular updates from my attorneys, which they provided. I
17 also asked questions so that I understood how everything worked. And my attorneys
18 explained everything to me, including all of the documents I signed regarding the lawsuit.

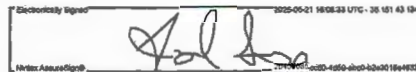
19 16. In order to prosecute this lawsuit, I reviewed and collected the documents I
20 had received in connection with my work for Dust Bowl Brewing. I often spoke and emailed
21 with my attorneys to discuss the lawsuit, Dust Bowl Brewing's onboarding process and the
22 documents I had to sign on my first day of work, to prepare for the mediation, and to discuss
23 the proposed settlement. I had numerous calls with them regarding the facts and helped them
24 identify other employees who could be of assistance. I helped my attorneys prepare for the
25 mediation, and I was available to them during the mediation to answer questions, provide
26 information, and to discuss settlement proposals. After the mediation, I had meetings with
27 my attorneys to discuss the negotiations, the proposed settlement, and the settlement
28 agreement. In all, I estimate that I spent more than 30 hours on this case.

1 17. I understand that the settlement agreement provides for a service payment to
2 me in the amount of \$5,000. I believe this amount is fair compensation for initiating and
3 helping to prosecute this case, for helping with the discovery and investigation, for helping
4 prepare for the mediation, and for the risks I undertook. During the time that this case was
5 pending until the case was settled, I feared negative consequences of suing my former
6 employer.

7 18. Other than the service payment and the individual settlement payment I will
8 receive as a member of the Class, I am receiving no compensation or other benefits in
9 addition to the service payment provided for in the settlement.

10
11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct.

13 Executed on 05/21/2025.

14 An electronic signature box containing a handwritten signature and a timestamp: 2025-05-21 16:08:33 UTC - 38 151 43 134

15 Angel Soliz