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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

**DECLARATION OF ELIZABETH
PARKER-FAWLEY IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Hearing Date: February 3, 2026
Hearing Time: 8:30 a.m.
Department: 24

Complaint Filed: July 28, 2023

DECLARATION OF ELIZABETH PARKER-FAWLEY

I, Elizabeth Parker-Fawley, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Angel Soliz (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PRELIMINARY APPROVAL OF SETTLEMENT

2. On August 13, 2025, in Department 24 of the above-entitled Court, the Honorable Sonny S. Sandhu preliminarily approved the Stipulation of Class Action and PAGA Settlement (“Agreement,” or “Settlement Agreement”) entered into between Plaintiff and Defendant Dust Bowl Brewing Co., LLC. (“Defendant”), and conditionally certified the Class for settlement purposes. A true and correct copy of the Settlement Agreement is attached hereto in “**EXHIBIT A.**” A true and correct copy of the Court’s Order Granting Preliminary Approval of the Settlement is attached hereto in “**EXHIBIT B.**”

3. When the Court preliminarily approved the Settlement, the Court preliminarily appointed Plaintiff as the representative of the Class (“Class Representative”). The Court also preliminarily appointed and designated Lawyers for Justice, PC and Gundzik Gundzik Heeger LLP as counsel for the Class (“Class Counsel”). The Court approved and ordered the mailing of the Notice of Proposed Class Action Settlement and Hearing Date for Court Approval (“Class Notice”), adopted the notice, opt-out, and objection procedures, and ordered their implementation. The Court appointed ILYM Group, Inc. (“ILYM” or “Settlement Administrator”) to serve as the third-party settlement administrator and handle the notice and settlement administration process.

4. As of the date of filing the accompanying Motion for Final Approval of Class Action Settlement, Class Counsel’s Attorneys’ Fees, Class Counsel’s Costs, and Service Award (“Motion for Final Approval”), no Settlement Class Members have objected to the Class Settlement or the contemplated request for Class Counsel’s Attorneys’ Fees, Class Counsel’s Costs, Service Award or Settlement Administration Costs. One Class Member has requested exclusion from the Settlement. Paragraph IV(I) of the Settlement Agreement includes an escalator clause which was to

1 be triggered if Qualifying Workweeks exceeded 34,650. Upon receipt of the Class Data, the
2 administrator advised us that the data did not trigger the Escalation Clause with respect to the
3 Qualifying Workweeks.

4 **WORK PERFORMED BY CLASS COUNSEL**

5 5. Several attorneys at Lawyers *for* Justice, PC have been actively performing work in
6 this matter since prior to the commencement of Plaintiff's putative class action (i.e., the above-
7 captioned action) on July 28, 2023, in the Stanislaus County Superior Court.

8 6. Before initiating this matter, Lawyers *for* Justice, PC investigated and researched the
9 facts and circumstances underlying the pertinent factual and legal issues and applicable law. This
10 required thorough discussions and interviews between attorneys at our firm and Plaintiff and
11 research into the various legal issues involved in this matter, namely, the current state of the law as
12 it applied to class certification, off-the-clock theory, overtime compensation, meal and rest periods,
13 failure to timely pay wages during employment and upon termination of employment, failure to
14 provide compliant wage statements, failure to maintain requisite payroll records, failure to reimburse
15 necessary business expenses, wage-and-hour law and enforcement, Plaintiff's claims and
16 allegations, and potential defenses. After conducting an initial investigation, Class Counsel
17 determined that the claims of Plaintiff were well-suited for class-wide and representative
18 adjudication, owing to what appeared to be a common course of conduct affecting a similarly
19 situated group of current and former hourly-paid or non-exempt employees who worked for
20 Defendant within the State of California, who were not properly compensated for, *inter alia*, all
21 hours worked, non-compliant meal and rest periods, all compensation at time of separation, and
22 business expenses. Class Counsel has litigated the matter for over two (2) years and was actively
23 preparing the matters for class certification and trial. The Parties have engaged in extensive
24 settlement negotiations and on March 14, 2024, participated in a mediation conducted by well-
25 respected mediator Hon. Raul Ramirez (Ret.), who has significant experience mediating complex
26 labor and employment matters. With the assistance of the mediator, the Parties eventually reached
27 an agreement. In the course of the litigation and in connection with the mediation and settlement
28 discussions, the Parties exchanged extensive information and engaged in discussions regarding their

1 evaluations of the case and various aspects of the case, including but not limited to, the risks and
2 delays of further litigation, the risks to the Parties of proceeding with class certification and/or
3 representative adjudication, the law relating to off-the-clock theory, overtime compensation, meal
4 and rest periods, and state wage-and-hour law and enforcement, as well as the evidence produced
5 and analyzed, and the possibility of appeals, among other things.

6 7. During all settlement discussions, the Parties conducted their negotiations at arm's
7 length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not
8 easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at
9 certification, and Plaintiff and Class Counsel believed that they would be able to obtain class
10 certification and prevail at trial. After conducting investigations and formal and informal discovery
11 and exchange of information, extensive settlement negotiations, and with the aid of the mediator's
12 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues
13 relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend
14 further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released
15 Claims of Plaintiff and Settlement Class Members, against the Released Parties.

16 8. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
17 and scope of the claims, and was preparing the action for class certification and trial. Plaintiff
18 conducted significant investigation and formal and informal discovery regarding the facts of the
19 case, including and not limited to, the exchange, review, and analysis of a volume of documents and
20 data obtained from Defendant, Plaintiff, and other sources. The volume of information, data, and
21 documents that Class Counsel reviewed and analyzed included and was not limited to: a sampling
22 of approximately 26% of Class Members' time and payroll data, Plaintiff's personnel records,
23 Defendant's employee handbook, personnel forms, the class list, and earning statements, among
24 other information and documents. Class Counsel had the opportunity to interview Plaintiff and other
25 Class Members to gather facts and to identify potential witnesses.

26 9. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss
27 issues relating to the pleadings, motion practice, and discovery and the production of information,
28 documents, and data in the course of litigation and in connection with mediation and settlement

1 negotiations. Class Counsel also drafted pleadings and the mediation brief, and prepared for and
2 attended court proceedings, mediation, and continued formal settlement negotiations, among other
3 tasks.

4 10. Counsel for the Parties have also invested time researching and investigating the
5 applicable law, which is evolving as it relates to certification, off-the-clock theory, regular rate, meal
6 and rest periods, wage-and-hour law and enforcement, Plaintiff's claims and damages, and
7 Defendant's defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the
8 result achieved in this litigation is fair, adequate, and reasonable.

9 11. Class Counsel is aware of the defenses and position of Defendant but believes that
10 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
11 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
12 and the difficulties and delays inherent in such litigation, including those involved in class
13 certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof
14 necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the
15 difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also
16 considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is
17 experienced and well-regarded in complex labor and employment matters.

18 12. Defendant, on the other hand, denied and continues to deny any liability and
19 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that the
20 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
21 this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
22 also had the opportunity to interview witnesses and review documents and information relating to
23 Plaintiff's and Class Members' employment with Defendant, and Defendant's operations and
24 employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume
25 of documents and data to determine the potential value and strength of the claims. The available
26 information enabled Class Counsel to assess and value the class claims and prepare violation,
27 damages, and penalties analyses models. Accordingly, the Parties have conducted adequate
28 investigation and discovery to be sufficiently informed of the nature and extent of the Class

Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeal. If the case had not settled, the Parties would have had to conduct a significant amount of additional discovery, including but not limited to, depositions of Defendant's Person Most Knowledgeable designees, expert witnesses, and percipient witnesses, such as managers, supervisors, and other current and former employees throughout the State of California. This additional discovery would have cost the Parties significant additional time and money.

13. By way of the accompanying Motion for Final Approval, Class Counsel seeks attorneys' fees and costs in the amount of \$350,500.00, which is 35% of the Gross Settlement Amount of \$1,000,000.00.

14. The attorneys' fees and costs sought are commensurate with: (1) the risk that Class Counsel took in commencing the case; (2) the time, effort, and expense that Class Counsel dedicated to the case; (3) the skill and determination that Class Counsel has shown; (4) the results that Class Counsel has achieved throughout the litigation; (5) the value of the settlement that Class Counsel has achieved in the case; and (6) the other cases that Class Counsel has turned down in order to devote their time and efforts to this matter.

15. Class Counsel has incurred many hours of work in connection with prosecuting the case such that the award of attorneys' fees is also justified under a lodestar analysis with a modest multiplier. Attorneys at Lawyers for Justice, PC have spent a total of **230.8 hours** performing tasks and obtaining recovery in this matter. Attached hereto as "**EXHIBIT C**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for Justice, PC and the time incurred by them in performing those services. These hours include work done by several attorneys at Lawyers for Justice, PC. Also, separate from the hours referenced herein and in the chart, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of this matter.

16. The work performed in this particular matter, the background of Lawyers for Justice, PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on

1 this matter, in litigating complex wage-and-hour actions, and in particular, employment class action
2 and representative action cases, support a reasonable blended hourly rate of compensation of at least
3 \$850 per hour for work performed by Lawyers for Justice, PC.

4 17. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at
5 the rate of at least \$850 per hour for legal services performed, in other wage-and-hour class action
6 and representative action cases: final approval of the class and representative action settlement in
7 *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591)
8 was granted on July 8, 2021, and the award of attorneys' fees involved compensation at the rate of
9 \$936.47 per hour; final approval of the class and representative action settlement in *Larry*
10 *Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was
11 granted on April 20, 2021, and the award of attorneys' fees involved compensation at the rate of
12 \$919.57 per hour; and final approval of the class and representative action settlement in *Seth Swan*
13 *v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on
14 February 6, 2019, and the award of attorneys' fees involved compensation at the rate of \$855.96 per
15 hour.

16 **EXPERIENCE AND ADEQUACY OF LAWYERS for JUSTICE, PC**

17 18. Lawyers for Justice, PC and our co-counsel, Gundzik Gundzik Heeger LLP
18 (collectively as "Class Counsel"), have been responsible for representing Plaintiff in this matter. For
19 over a decade, Lawyers for Justice, PC has almost exclusively focused on the prosecution of
20 consumer and employment class actions, involving wage-and-hour claims, race discrimination,
21 unfair business practices, or consumer fraud. Currently, Lawyers for Justice, PC is attorney of record
22 in over a dozen employment-related putative class actions in both state and federal courts in the State
23 of California. Lawyers for Justice, PC is comprised of attorneys who focus on litigating complex
24 wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. The firm
25 has successfully litigated cases involving the executive, administrative, and other overtime
26 exemptions to the State of California and federal overtime compensation requirements. During a
27 relatively short time, in association with other law firms, Lawyers for Justice, PC has recovered
28 millions of dollars on behalf of thousands of individuals in California. Below is a summary of the

1 experience and qualifications of the attorneys at Lawyers *for* Justice, PC. Additional attorney and
2 non-attorney staff have also worked on the above-captioned matter.

3 19. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice,
4 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and
5 earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has
6 extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute
7 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has
8 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October
9 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
10 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
11 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
12 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
13 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
14 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In
15 December of 2004, he obtained a license to practice law from the California State Bar. Since in or
16 around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively
17 focused on the prosecution of consumer and employment class actions. While employed by Lawyers
18 *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred
19 fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over
20 one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many
21 cases in conjunction with co-counsel, he has successfully litigated cases involving the executive,
22 administrative, and other overtime exemptions to the State of California and federal overtime
23 compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully
24 obtained class certification by contested motion practice in approximately fifteen (15) cases in the
25 last decade and litigated over 1,000 class action or representative action cases.

26 20. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received
27 his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum
28 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From

1 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable
2 Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From
3 approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the
4 Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He
5 was admitted to practice law in California in 2010. He is admitted to practice before all courts of
6 the State of California and all United States District Courts in the State of California. He has worked
7 on many wage-and-hour class action and representative action cases, taking the lead in taking and
8 defending depositions, arguing motions, and attending mediations. He has played an integral role
9 in preparing matters for class certification, including and not limited to, successful certification of a
10 class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012),
11 *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and
12 *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has
13 worked on over one hundred (100) class action or representative action cases which have resulted in
14 settlement, including and not limited to those listed in paragraph 7 herein.

15 21. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a
16 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science
17 degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown
18 University Law Center in 2010. She is admitted to practice in California (since 2010) and in New
19 York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S.
20 Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken
21 and defended dozens of depositions and successfully handled motion practice in class action cases
22 regarding discovery (including and not limited to, regarding class contact information), class
23 certification (both contested class certification and stipulated class certification), arbitration
24 agreements, coordination, intervention. She has successfully handled briefing and oral argument on
25 appeal, and obtained notable decisions regarding the Private Attorneys General Act and employer
26 efforts to compel arbitration of PAGA claims, e.g., *Betancourt v. Prudential Overall Supply*, 9
27 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S.,
28 Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive

1 experience with class action and/or representative action settlements. Under her, Edwin Aiwazian,
2 and Arby Aiwazian's supervision, the firm has handled the class certification and court approval
3 process for hundreds of class action and/or representative action matters that have successfully
4 resolved. She is a member of the California Employment Lawyers Association.

5 22. I am the Senior Director of Litigation at Lawyers for Justice, PC. I earned my
6 Bachelor of Arts in History at Chapman University in 2011 and my Juris Doctor from the UCLA
7 School of Law in 2014. In December 2014, I obtained a license to practice law from the California
8 State Bar. I am admitted to practice in all courts in the State of California, as well as the Central,
9 Southern, Northern, and Eastern District Courts of California and the Ninth Circuit Court of Appeal.
10 Since December 2014, I have worked at Lawyers for Justice, PC, and my practice has almost
11 exclusively focused on the prosecution of employment class actions and representative actions,
12 handling cases in all stages of litigation from initial pleadings to assisting with class action trial
13 matters, attending mediations, and preparing class action settlements. I oversee approximately
14 twenty-five attorneys working on hundreds of employment class actions and representative actions
15 and provide internal training for our litigation practice group and post-bar law clerks. In addition, I
16 oversee the firmwide practices, review and advise attorneys on work product and practices, provide
17 training, and supervise cases from their inception to final accounting. I am a member of the
18 California Lawyers Association Labor & Employment Group.

19 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
20 **REPRESENTATIVE ACTION CASES**

21 23. What follows are some examples of the type of results Lawyers *for* Justice, PC
22 ("LFJ") has achieved on behalf of its clients:

23 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against a major property management company involving allegations of
25 misclassification of various "manager" positions. On September 20, 2010, the court granted final
26 approval of the class action settlement. The Los Angeles County Superior Court Case Number is
27 BC400414.

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1 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of household items involving allegations of
3 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted
4 final approval of the class action settlement. The Los Angeles County Superior Court Case Number
5 is BC413498.

6 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class action against a national property management company involving allegations
8 of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final
9 approval of the class action settlement. The Los Angeles County Superior Court Case Number is
10 BC430918.

11 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national retailer involving allegations of misclassification of
13 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
14 certification. On August 26, 2013, the court granted final approval of the class action settlement.
15 The Los Angeles County Superior Court Case Number is BC424012.

16 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
17 wage-and-hour class and PAGA representative action against a bank, involving allegations of
18 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted
19 final approval of the class and PAGA representative action settlement. The Kern County Superior
20 Court Case Number is S-1500-CV-273194-LHB.

21 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 wage-and-hour class and PAGA representative action against a national wholesale distributor of
23 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
24 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
25 representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-
26 00136285.

27 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
28 wage-and-hour class action against a multinational corporation that provides global workplace

1 solutions, involving allegations of misclassification of the “Operations Manager” position. On
2 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
3 County Superior Court Case Number is BC478769.

4 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
5 wage-and-hour class and PAGA representative action against a national retailer of household items,
6 on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final
7 approval of the class and PAGA representative action settlement. The San Francisco County
8 Superior Court Case Number is CGC-13-532344.

9 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
10 wage-and-hour class and PAGA representative action involving allegations of misclassification of
11 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
12 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
13 the class and PAGA representative action settlement. The Los Angeles County Superior Court Case
14 Number is BC474784.

15 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a national retailer of upscale hardware
17 and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted
18 final approval of the class and PAGA representative action settlement. The Los Angeles County
19 Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination
20 Proceeding Number is 4794.

21 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
23 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
24 settlement. The Los Angeles County Superior Court Case Number is BC488069.

25 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
27 involving allegations of misclassification of the “Department Manager” position. On August 12,
28 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda County
2 Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a real
4 estate and property management company, on behalf of non-exempt employees. On November 4,
5 2016, the court granted approval of the PAGA representative action settlement. The Orange County
6 Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
9 exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA
10 representative action settlement. The San Francisco County Superior Court Case Number is CJC-
11 13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

12 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a foodservice distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
18 employer's motion to compel arbitration, which resulted in a published opinion by the California
19 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App.
20 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court Docket
21 No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
22 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

23 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a consumer packaging company, on
25 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case Number
27 is BC590429.

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1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior Court
5 Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a lumber and hardware company on
8 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
9 and PAGA representative action settlement. The Orange County Superior Court Case Number is
10 30-2014-00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt employees.
13 On June 14, 2017, the court granted final approval of the class and PAGA representative action
14 settlement. The Los Angeles County Superior Court Case Number is BC586234.

15 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
16 representative action against a food company on behalf of non-exempt employees. On June 30, 2017,
17 the court granted final approval of the class and PAGA representative action settlement. The
18 Sacramento County Superior Court Case Number is 34-2015-00175871.

19 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
20 representative action against a chocolate company on behalf of non-exempt employees. On July 19,
21 2017, the court granted final approval of the class and PAGA representative action settlement. The
22 Alameda County Superior Court Case Number is RG15764300.

23 w) LFJ represented the plaintiff in a PAGA representative action, against the
24 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On October
25 18, 2017, the court granted approval of the PAGA representative action settlement. The Los Angeles
26 County Superior Court Case Number is BC569664.

27 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
28 representative action against a manufacturer of plastic containers on behalf of non-exempt

1 employees. On October 31, 2017, the court granted final approval of the class and PAGA
2 representative action settlement. The Los Angeles County Superior Court Case Number is
3 BC577233.

4 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
6 employees. On December 11, 2017, the court granted final approval of the class and PAGA
7 representative action settlement. The Los Angeles County Superior Court Case Number is
8 BC569646.

9 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a property management company on
11 behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
12 approval of the class and PAGA representative action settlement. The Los Angeles County Superior
13 Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is
14 4819.

15 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a global provider of flexible office
17 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
18 representative action settlement. The Los Angeles County Superior Court Case Number is
19 BC498401.

20 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-
21 and-hour class action against a container manufacturer, on behalf of non-exempt employees. On
22 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County
23 Superior Court Case Number is VCU264528.

24 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
25 representative action against a behavioral health service provider on behalf of non-exempt
26 employees. On November 13, 2018, the court granted final approval of the class and PAGA
27 representative action settlement. The Alameda County Superior Court Case Number is
28 RG16811450.

1 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 PAGA representative action against a global provider of products and services to the energy
3 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
4 granted approval of the PAGA representative action settlement. The Kern County Superior Court
5 Case Number is S-1500-CV-280215-SDC.

6 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-
7 and-hour class action against a parking company on behalf of non-exempt employees. On September
8 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa
9 Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination
10 Proceeding Number is 4886.

11 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
13 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in
14 part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and
15 the Judicial Council Coordination Proceeding Number is 4921.

16 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a national retailer of apparel and
18 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the
19 plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court
20 granted final approval of the class and PAGA representative action settlement. The Sacramento
21 County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

22 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-
23 and-hour class and PAGA representative action against a medical equipment supplier on behalf of
24 non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class
25 certification and certified a class. The San Bernardino County Superior Court Case Number is
26 CIVDS1505744.

27 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
28 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and

1 argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable
2 decision from the California Supreme Court clarifying the law and finding, in part, that employer
3 arbitration agreements are unenforceable where they block a PAGA claim from proceeding, *ZB, N.A.*
4 *v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the
5 PAGA representative action settlement. The San Diego County Superior Court Case Number is 34-
6 2015-00175330.

7 jj) Lfj, in association with co-counsel therein, represented the plaintiff in a
8 wage-and-hour class and PAGA representative action against a large national drug testing laboratory
9 on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion
10 for class certification and certified a class. On October 28, 2022, the court granted final approval of
11 the class and PAGA representative action settlement. The San Diego County Superior Court Case
12 Number is 37-2018-00019611-CU-OE-CTL.

13 kk) Lfj, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
15 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
16 court granted in part the plaintiff's motion for class certification and certified a class. The Riverside
17 County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council
18 Coordination Proceeding Number is 4930.

19 ll) Lfj, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class action against manufacturer and supplier of power products and services on
21 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
22 for class certification and certified a class. On August 27, 2021, the court granted final approval of
23 the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
24 00025968-CU-OE-CTL.

25 mm) Lfj represents the plaintiff in a wage-and-hour class action against a
26 nutritional products manufacturer on behalf of non-exempt production line employees. On
27 December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified
28 a class. The Solano County Superior Court Case Number is FCS051001.

1 nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
2 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the
3 court granted the plaintiff's motion for class certification in part and certified a class. The San
4 Francisco Superior Court Case Number is CGC-16-550794.

5 oo) LFJ represents the plaintiffs in a wage-and-hour class action against a
6 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the
7 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13,
8 2023, the court granted plaintiffs' motion for class certification and certified a class. The Los
9 Angeles County Superior Court Case Number is BC707670.

10 pp) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a plastic packaging company on behalf
12 of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class
13 certification and certified a class. On November 8, 2021, the court granted approval of the partial
14 settlement of the action. On April 22, 2024, the court granted approval of the PAGA settlement and
15 entered an order dismissing the action. The San Bernardino County Superior Court Case Number is
16 CIVDS1507361.

17 qq) LFJ represents the plaintiffs in a wage-and-hour class action against a chain
18 of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in part the
19 plaintiffs' motion for class certification and certified a class. The San Francisco Superior Court Cast
20 Number is CGC-20-582809.

21 **LITIGATION COSTS AND EXPENSES INCURRED BY**

22 **LAWYERS FOR JUSTICE, PC**

23 24. The Settlement Agreement provides for Class Counsel to apply for expenses and
24 costs of not more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), which will be
25 paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that
26 Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation
27 until recovery is obtained. . Lawyers for Justice, PC seeks reimbursement of actual costs and
28 expenses associated with Class Counsel's litigation and settlement in the Action, in the amount of

1 \$14,240.53, as reflected in “EXHIBIT D” attached hereto. These expenses were reasonable and
2 necessary in the prosecution of this matter and to obtain the Settlement Agreement.

3 **SERVICE AWARD TO PLAINTIFF**

4 25. The Settlement Agreement provides for payment of up to Five Thousand Dollars
5 (\$5,000.00) to Plaintiff as a Service Award, to be paid out of the Gross Settlement Amount subject
6 to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents
7 and past employment records and to provide the facts and evidence necessary to attempt to prove
8 the allegations. Plaintiff had several calls with Class Counsel regarding the mediation and
9 specifically, helping them locate helpful documents and connecting them with other employees who
10 could also provide information about their work conditions while they were employed by Defendant.
11 Plaintiff was available whenever Class Counsel needed him and actively tried to obtain information
12 that would benefit the Class. In addition, as part of the Settlement, he agreed to a full release of
13 claims, including a Civil Code section 1542 waiver. Accordingly, it is appropriate and just for
14 Plaintiff to receive a Service Award, in addition to his individual settlement payments, for his
15 services on behalf of the Class.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing
17 is true and correct.

18 Executed on this 7th day of January, 2026, at Glendale, California.

19 

20 _____
Elizabeth Parker-Fawley

EXHIBIT A

1 EDWIN AIWAZIAN (SBN 232943)
JOANNA GHOSH (SBN 272479)
2 ELIZABETH PARKER-FAWLEY (SBN 301592)
LAWYERS for JUSTICE, PC
3 450 North Brand Blvd., Suite 900
Glendale, CA 91203
4 Tel: (818) 265-1020 / Fax: (818) 265-1021

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

8 Attorneys for Plaintiff

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF STANISLAUS**

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

14 Plaintiff,

15 vs.

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

18 Defendants.

Case No.: CV-23-004243
Assigned to Hon. Sonny S. Sandhu
Department 24

**STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

19 **Complaint Filed: July 28, 2023**

20 **I. INTRODUCTION AND SUMMARY OF SETTLEMENT TERMS**

21 This stipulation sets forth the terms of the settlement of a class and representative
22 action filed on behalf of current and former non-exempt employees who worked for Defendant
23 Dust Bowl Brewing Co., LLC, in California during the Class Period, as defined below. The
24 First Amended Complaint alleges causes of action against Defendant for (1) Violation of
25 California Labor Code sections 510 and 1198 (unpaid overtime); (2) Violation of California
26 Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Violation of
27 California Labor Code section 226.7 (unpaid rest period premiums); (4) Violation of
28

1 California Labor Code sections 1194, 1197 and 1197.1 (unpaid minimum wages); (5)
2 Violation of California Labor Code sections 201, 202 and 203 (final wages not timely paid);
3 (6) Violation of California Labor Code sections 204 and 210 (wages not timely paid during
4 employment); (7) Violation of California Labor Code section 226(a) (non-compliant wage
5 statements); (8) Violation of California Labor Code section 1174(d) (failure to keep requisite
6 employment and payroll records); (9) Violation of California Labor Code sections 2800 and
7 2802 (unreimbursed business expenses); (10) Violation of California Labor Code section 246
8 (paid sick leave); (11) Violation of California Business & Professions Code sections 17200,
9 et seq.; and (12) Violation of California Labor Code sections 2698, et seq. (California Labor
10 Code Private Attorneys General Act of 2004).

11 Under the terms of the parties' Settlement and after final approval and entry of
12 judgment pursuant to California Rule of Court 3.769, Defendant will pay a gross settlement
13 amount of one million dollars (\$1,000,000) (the "Gross Settlement Amount"). The Settlement
14 will be administered by a third-party settlement administrator with experience administering
15 class action settlements of this type. Until distribution, the Gross Settlement Amount will be
16 held in a Qualified Settlement Fund established by the Settlement Administrator. This is an
17 opt-out settlement, and Class Members (as defined in Section II) will receive a settlement
18 payment unless they timely submit a Request for Exclusion. Settlement Class Members shall
19 not be required to submit a claim form.

20 The Parties agree and propose that the following disbursements will be made from the
21 Gross Settlement Amount, subject to Court approval at the Final Approval Hearing:

22 A. Settlement Administration Costs, not to exceed \$10,000.

23 B. Class Counsel's Attorneys' Fees, to be approved by the Court, in an amount
24 not to exceed three hundred and fifty dollars (\$350,000), which is 35% of the Gross Settlement
25 Amount;

26 C. Class Counsel's Costs, as approved by the Court, not to exceed \$25,000;
27
28

1 D. Service Award to Plaintiff in the amount \$5,000, as payment for his time and
2 efforts in pursuing this Action, and for the broader release and other covenants that he will be
3 providing to Defendant;

4 E. An allocation of \$100,000 to Plaintiff's PAGA claims (the "PAGA Amount"),
5 to be distributed as follows: Payment of \$75,000 to the California Labor and Workforce
6 Development Agency (the "LWDA Payment"), which represents the Labor and Workforce
7 Development Agency's ("LWDA") 75% share of \$100,000. The other 25% of the PAGA
8 Amount (\$25,000) will be distributed to those Class members who worked for Defendant at
9 any time during the PAGA Period (defined below).

10 F. The remainder of the Gross Settlement Amount (the "Net Settlement Amount")
11 will be distributed to Settlement Class Members based on the methodology discussed in
12 section IV.L.1, below. It is estimated that the Net Settlement Amount will be approximately
13 \$510,000, after deductions for Class Counsel's Attorneys' Fees, Class Counsel's Costs,
14 Settlement Administration Costs, the Service Award, and the PAGA Amount.

15 Defendant represents that the Class consisted of approximately 708 members.

16 **II. DEFINITIONS**

17 As used in this Stipulation, the following terms shall have the meanings set forth
18 below:

19 A. "Action" means this putative class and representative action currently pending
20 in Stanislaus County Superior Court titled *Angel Soliz v. Dust Bowl Brewing Co., LLC*,
21 Stanislaus County Superior Court Case No. CV-23-004243.

22 B. "Agreement," "Settlement Agreement" and/or "Stipulation" means this
23 Stipulation of Class Action and PAGA Settlement.

24 C. "Class" means all current and former hourly-paid or non-exempt employees of
25 Defendant in California employed during the Class Period (as defined below). Defendant
26 represents that the Class consists of approximately 704 members.

27 D. "Class Counsel" means:
28

1 a. Edwin Aiwazian, Joanna Ghosh, and Elizabeth Parker-Fawley of
2 LAWYERS for JUSTICE, PC, 450 North Brand Blvd., Suite 900,
3 Glendale, California 91203, (818) 265-1020; and

4 b. Aaron C. Gundzik and Rebecca G. Gundzik of Gundzik Gundzik
5 Heeger LLP, 3415 S. Sepulveda Blvd., Los Angeles, CA 90034, (818)
6 290-7461.

7 E. "Class Counsel's Attorneys' Fees" means the amount to be awarded to Class
8 Counsel from the Gross Settlement Amount for their attorneys' fees for their work in this
9 Action, subject to Court approval at the Final Approval Hearing. Class Counsel's Attorneys'
10 Fees will not exceed 35% of the Gross Settlement Amount.

11 F. "Class Counsel's Costs" means the amount to be awarded to Class Counsel
12 from the Gross Settlement Amount to reimburse Class Counsel for their actual reasonable
13 costs and expenses incurred in the Action, subject to Court approval at the Final Approval
14 Hearing. Class Counsel's Costs will not exceed \$25,000.

15 G. "Class Data" means each Class Member's and PAGA Employee's full name,
16 social security number, last known address and telephone number(s), along with the Class
17 Member's number of Qualifying Workweeks and the number of PAGA Pay Periods worked
18 by each PAGA Employee during the PAGA Period.

19 H. "Class Member" is a person who is a member of the Class.

20 I. "Class Period" means the period from July 28, 2019, through June 1, 2024, or
21 the Alternate End Date, as discussed below in section IV.I of this Agreement.

22 J. "Complaint" means Plaintiff's First Amended Complaint, which was filed
23 November 20, 2024.

24 K. "Court" means the Superior Court of the State of California, in and for
25 Stanislaus County, where the Action is currently pending.

26 L. "Defendant" means Dust Bowl Brewing Co., LLC.
27
28

1 M. "Defendant's Counsel" means Stacy Henderson and Raquel Hatfield of
2 Henderson Hatfield, A Professional Corporation, 1101 15th Street, Modesto, CA 95354; Tel:
3 (209) 599-5003.

4 N. "Effective Date" means the date of entry of the "Final Approval Order" if no
5 objection is filed. If a timely objection to the settlement is filed, the "Effective Date" will be
6 the later of (1) 7 days after the period for filing an appeal of the Final Approval Order has
7 elapsed without any appeal having been filed or (2) 7 days after any appellate proceedings
8 opposing the Final Approval Order have finally and conclusively been dismissed with no right
9 to pursue further remedies or relief.

10 O. "Employer's Withholding Share" means Defendant's share of all federal, state,
11 and local taxes and required withholdings, including without limitation, FICA, Medicare tax,
12 FUTA, and state unemployment taxes. The Employer's Withholding Share will be paid from
13 the Gross Settlement Amount. The Settlement Administrator shall use Defendant's Employer
14 Identification Number for purposes of calculating Employer's Withholding Share and
15 providing the required reports to the State and Federal tax authorities. Notwithstanding the
16 Parties intention that the Employer's Withholding Share will be paid from the Gross
17 Settlement Amount, should the Court require Defendant to separately pay the Employer's
18 Withholding Share in addition to the Gross Settlement Amount, then Defendant will not object
19 to such requirement and such requirement will not serve as a basis to terminate or void the
20 Settlement.

21 P. "Final Approval Order" means the Order Granting Final Approval of Class
22 Action Settlement and Judgment entered by the Court.

23 Q. "Final Approval Hearing" means the hearing on Plaintiff's Motion for Final
24 Approval of Class Action Settlement at which the Court will be asked to give final approval
25 to the settlement terms set forth herein and to enter judgment.

26 R. "Gross Settlement Amount" means the one million dollars (\$1,000,000) which
27 Defendant will pay under this Settlement, plus any additional amount paid pursuant to the
28 escalator clause in section IV.I of this Settlement Agreement.

1 S. "LWDA Payment" means \$75,000, which is 75% of the PAGA Amount. The
2 LWDA Payment will be paid to the LWDA.

3 T. "Net Settlement Amount" means the amount remaining from the Gross
4 Settlement Amount after payments of Court-approved Class Counsel's Attorney's Fees and
5 Class Counsel's Costs, the Service Award to the Representative Plaintiff, Settlement
6 Administration Costs, and the PAGA Amount. It is estimated that the Net Settlement Amount
7 will be at least \$510,000.

8 U. "Notice of Settlement" means the "Notice of Proposed Class Action Settlement
9 and Hearing Date for Approval," substantially in the form attached hereto as Exhibit A, or
10 any subsequent version of Exhibit A, as approved by the Court.

11 V. "Notice of Objection" means a written objection to this Settlement sent by a
12 Settlement Class Member to the Settlement Administrator that complies with the criteria
13 specified herein and in the Notice of Settlement.

14 W. "PAGA Amount" means \$100,000, which is the portion of the Gross
15 Settlement Amount that the Parties allocated to settlement of Plaintiff's PAGA claims.

16 X. "PAGA Employee" means a member of the Class who was employed by
17 Defendant and worked at any time during the PAGA Period.

18 Y. "PAGA Employee Portion" means \$25,000, which is 25% of the PAGA
19 Amount. The PAGA Employee Portion will be paid only to PAGA Employees.

20 Z. "PAGA Pay Period" means a pay period within the PAGA Period for which a
21 PAGA employee received a wage statement from Defendant in California.

22 AA. "PAGA Period" means the time period from July 28, 2022, through June 1,
23 2024, or the Alternate End Date, as discussed below in section IV.I, of this Agreement.

24 BB. "PAGA Released Claims" means all claims for civil penalties under the Labor
25 Code Private Attorneys General Act ("PAGA") that were alleged or that could have been
26 alleged based on the facts and underlying violations alleged in Plaintiff's March 18, 2024,
27 Labor and Workforce Development ("LWDA") notice letter, including, but not limited to (1)
28 failure to pay overtime wages and/or pay overtime wages at the correct rate under Labor Code

1 Sections 510 and 1198; (2) failure to provide meal periods and/or pay meal period premiums
2 under Labor Code Sections 226.7 and 512; (3) failure to provide rest periods and/or pay rest
3 period premiums under Labor Code Section 226.7; (4) failure to pay minimum wages and/or
4 pay minimum wages at the correct rate under Labor Code Sections 1194, 1197 and 1197.1;
5 (5) failure to timely pay wages upon termination under Labor Code Sections 201, 202 and
6 203; (6) failure to timely pay wages during employment under Labor Code Sections 204 and
7 210; (7) failure to provide accurate, itemized wage statements (based on both direct and
8 derivative theories of liability) under Labor Code Section 226; (8) failure to maintain requisite
9 employment and/or payroll records under Labor Code Section 1174(d); (9) failure to
10 reimburse business expenses under Labor Code Section 2800, 2802; and (10) failure to
11 provide sick leave pay under Labor Code section 246. PAGA Employees shall not waive
12 section 1542 of the California Civil Code.

13 CC. "Parties" means the Representative Plaintiff, on behalf of himself and all
14 Settlement Class Members, the LWDA and Defendant.

15 DD. "Preliminary Approval Date" is the date that the Court grants preliminary
16 approval of this Settlement pursuant to California Rule of Court 3.769(c).

17 EE. "Qualified Settlement Fund" or "QSF" means a federally insured bank account
18 to be established by the Settlement Administrator into which all payments from Defendant
19 related to this Settlement will be deposited, and interest thereon shall accrue, and from which
20 all payments authorized by the Court will be made. The QSF will be established prior to
21 Defendant's deposit of the Gross Settlement Amount.

22 FF. "Qualifying Workweek" means a workweek in the Class Period during which
23 a Class Member actually worked for Defendant in a Class position for at least one day. A
24 week during which a Class Member was entirely absent from work, such as a week during
25 which a Class Member was on leave or vacation, is not a Qualifying Workweek.

26 GG. "Released Claims," means all claims arising during the Class Period, under
27 state, federal, and/or local law, arising out of the claims expressly pleaded in the First
28 Amended Complaint and all other claims, such as those under the California Labor Code,

1 Wage Orders, regulations, and/or other provisions of law, that could have been asserted based
2 on the facts pleaded in the First Amended Complaint or are related to the facts asserted therein,
3 including, but not limited to, all claims for: (1) failure to pay overtime wages and/or pay
4 overtime wages at the correct rate under Labor Code Sections 510 and 1198; (2) failure to
5 provide meal periods and/or pay meal period premiums under Labor Code Sections 226.7 and
6 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code
7 Section 226.7; (4) failure to pay minimum wages and/or pay minimum wages at the correct
8 rate under Labor Code Sections 1194, 1197 and 1197.1; (5) failure to timely pay wages upon
9 termination under Labor Code Sections 201, 202 and 203; (6) failure to timely pay wages
10 during employment under Labor Code Sections 204 and 210; (7) failure to provide accurate,
11 itemized wage statements (based on both direct and derivative theories of liability) under
12 Labor Code Section 226; (8) failure to maintain requisite employment and/or payroll records
13 under Labor Code Section 1174(d); (9) failure to reimburse business expenses under Labor
14 Code Section 2800, 2802; (10) failure to provide paid sick leave and/or pay paid sick leave at
15 the correct rate; and, (11) violation of California's unfair competition law under Business and
16 Professions Code Sec. 17200, *et seq.*, and any and all related claims and penalties that arose
17 during the Class Period. Class Members shall not waive section 1542 of the California Civil
18 Code.

19 GG. “Released Parties” means Defendant Dust Bowl Brewing Co., LLC and any of
20 its former, current and future parents, dbas, subsidiaries, affiliates, divisions, related entities,
21 joint venturers, and any other entities that could be considered to have jointly employed the
22 Class Members or PAGA Employees as well as each of their respective officers, directors,
23 members, managers, owners, co-owners, executives, partners, employees, executive-level
24 employees, stockholders, shareholders, investors, principles, subsidiaries, insurers, reinsurers,
25 agents, attorneys, heirs, estates, executors, spouses, associates, representatives,
26 administrators, fiduciaries, trustees, accountants, auditors, company sponsored employee
27 benefit plans, predecessors, successors, assigns, legal representatives, and all other legal
28 entities affiliated with the foregoing, but only as to the Released Claims.

1 HH. "Representative Plaintiff" means Plaintiff Angel Soliz.

2 II. "Request for Exclusion" means a signed request by a Class Member to be
3 excluded from the Settlement Class that is submitted in accordance with the procedure set
4 forth herein, also known as an "opt-out request."

5 JJ. "Response Deadline" means the date that is sixty (60) calendar days after the
6 mailing of the Notices of Settlement. Provided, for Notices of Settlement that are re-mailed to
7 a different address, the Response Deadline will be thirty (30) calendar days after re-mailing.

8 KK. "Service Award" means the payment to be made to the Representative Plaintiff
9 for his service to the Class. The Service Award is in addition to whatever payment the
10 Representative Plaintiff otherwise will be entitled to receive as a Settlement Class Member.
11 The Service Award will not exceed \$5,000.

12 LL. "Settlement" means the disposition of the Action and all related claims
13 effectuated by this Agreement.

14 MM. "Settlement Administration Costs" means the fees and costs incurred or
15 charged by the Settlement Administrator in connection with the execution of its duties under
16 this Agreement including, but not limited to fees and costs associated with: (1) establishing
17 and maintaining the QSF; (2) preparing, issuing and/or monitoring reports, filings, and notices
18 (including the cost of translating, printing and mailing all notices and other documents to the
19 Class Members) required to be prepared in the course of administering the Settlement; (3)
20 computing the amount of the settlement payments, taxes, and any other payments to be made
21 under this Agreement; (4) calculating and handling inquiries about the calculation of
22 individual settlement payments; (5) establishing and operating a settlement payment center
23 website, address, and phone number to receive Class Members' inquiries about the Settlement;
24 (6) providing a due diligence declaration for submission to the Court prior to the final approval
25 hearing; (7) printing and providing Settlement Class Members and Plaintiff with W-2 and
26 1099 forms as required under this Agreement and applicable law; (8) preparing, issuing, and
27 filing any tax returns and information returns and any other filings required by any
28 governmental taxing authority or other governmental agency; and (9) for such other tasks as

1 the Parties mutually agree or the Court orders the Settlement Administrator to perform. The
2 Settlement Administration Costs will not exceed \$10,000. Settlement Administration Costs
3 will be paid out of the Gross Settlement Amount.

4 NN. "Settlement Administrator" refers to ILYM Group, Inc.

5 OO. "Settlement Class" means all Class Members who have not submitted a timely
6 and complete Request for Exclusion.

7 PP. "Settlement Class Member" is a person who is a member of the Settlement
8 Class.

9 **III. BACKGROUND**

10 During the Class Period, Defendant operated a business in California. Plaintiff
11 contends that during the Class Period, Defendant did not always comply with California law
12 in its payment of employees. Plaintiff contends that, among other things, employees of
13 Defendant were not paid for all of their work, were not provided with compliant meal and rest
14 breaks, were not paid for all of their overtime work at overtime rates of pay, were not provided
15 compliant wage statements, were not paid all amounts due at separation and were not
16 reimbursed for all of their necessary expenses. Defendant adamantly denies all allegations in
17 the Action, and has raised various defenses to the claims. Defendant asserts that it fully
18 complied with all applicable wage and hour laws and contends that civil penalties under
19 PAGA are not warranted. Defendant also denies that the Action is suitable for class
20 certification. Defendant has entered into the Settlement solely for purposes of resolving this
21 dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to any
22 wrongdoing or liability.

23 The Parties have undertaken significant investigation and informal discovery during
24 the prosecution of this Action. Such discovery and investigation includes Defendant's
25 production and Class Counsel's review of personnel records, policies, and time and pay
26 records and other detailed information relevant to the Class Members' claims. Counsel for
27 the Parties have investigated the law as applied to the facts discovered regarding the alleged
28 claims of the Class and potential defenses thereto, and the potential damages claimed by the

1 Class.

2 On March 14, 2024, the Parties attended a mediation before an experienced and well-
3 regarded mediator, Hon. Raul Ramirez (Ret.). As a result of the mediation, the Parties reached
4 an agreement regarding the resolution of this Action which is embodied in the terms of this
5 Agreement.

6 Plaintiff and Class Counsel have concluded, after considering the sharply disputed
7 factual and legal issues involved in this Action, the risks attending further prosecution, and
8 the substantial benefits to be received pursuant to the compromise and settlement of the Action
9 as set forth in this Agreement, that this Settlement is in the best interests of the Representative
10 Plaintiff and the Settlement Class and is fair and reasonable.

11 This Settlement contemplates: (i) entry of an order preliminarily approving the
12 Settlement and approving certification of a Class for settlement purposes only; (ii)
13 dissemination of a notice to Class Members about the settlement; (iii) entry of a Final
14 Approval Order granting final approval of the Settlement; (iv) Defendant's payment of the
15 Gross Settlement Amount; and (iv) entry of a final judgment.

16 **IV. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

17 **A. Preliminary Approval of Settlement**

18 Following the execution of this Stipulation by all Parties or at such other time specified
19 by the Court, Class Counsel will submit this Stipulation to the Court as part of Plaintiff's
20 motion for preliminary approval of the settlement. Plaintiff's motion will include such briefing
21 and evidence as may be required for the Court to determine that this Agreement is fair and
22 reasonable, as required by California Code of Civil Procedure section 382 and California Rule
23 of Court 3.769. Class Counsel will provide Defendant's Counsel with the opportunity to
24 review and comment on all drafts of all papers to be filed in connection with the motion for
25 preliminary approval (notice of motion, memorandum of points and authorities and
26 declarations) at least seven (7) calendar days before filing such motion with the Court.
27 Plaintiff's motion for preliminary approval will also include a proposed order that is mutually
28 agreed-upon by the Parties. Defendant shall not oppose Plaintiff's motion for preliminary

1 approval of the settlement to the extent it is consistent with the terms and conditions of this
2 Agreement. Defendant may, however, provide a written response to any characterization of
3 the law or facts contained in the motion for preliminary approval.

4 The Parties have agreed to the certification of the Class for the sole purposes of
5 effectuating this Settlement. Should the Settlement be terminated for any reason, or should
6 the Settlement not be approved by the Court, the fact that the Parties were willing to stipulate
7 to class certification as part of the Settlement will have no bearing on, and will not be
8 admissible in connection with, the issue of whether a class should be certified in a non-
9 settlement context in this Action, and in any of those events, Defendant expressly reserves the
10 right to oppose class certification. Additionally, if the Settlement does not become final, this
11 Agreement and all negotiations, court orders, and proceedings related thereto shall be without
12 prejudice to the rights of all Parties hereto, and evidence relating to the Agreement and all
13 negotiations shall not be admissible in the Action or otherwise. The Parties further agree that
14 if, for any reason, the Settlement is not approved, the certification for purposes of this
15 Settlement will have no force or effect and will be immediately revoked.

16 **B. Cooperation**

17 The Parties agree to fully cooperate with each other to accomplish the terms of this
18 Agreement, including but not limited to, execution of such documents and to take such other
19 reasonably necessary actions to implement the terms of this Agreement. No party, nor any of
20 its attorneys or agents, shall solicit or encourage any Class Member to opt out of or object to
21 the Settlement.

22 **C. Notice of Settlement**

23 Within ten (10) calendar days following the Court's order granting preliminary
24 approval of the Settlement, Defendant will provide the Settlement Administrator with the
25 Class Data in an electronic format acceptable to the Settlement Administrator. Thereafter, and
26 prior to mailing the Notices of Settlement, the Settlement Administrator shall provide the
27 Class Data, without Class Member names, contact information or social security numbers, to
28 Class Counsel. This information will remain confidential and will not be disclosed to anyone,

1 except as required to applicable taxing authorities, pursuant to Defendant's express written
2 authorization, by order of the Court, or as otherwise provided for in this Agreement.

3 Using the Class Data, the Settlement Administrator will: (1) confirm the number of
4 Class Members and Qualifying Workweeks, (2) finalize, translate into Spanish and print the
5 Notice of Settlement; (3) check all addresses against the National Change of Address
6 database; and (4) within ten (10) calendar days of receiving the Class Data, send to each Class
7 Member via First-Class United States mail an English and a Spanish version of the Notice of
8 Settlement to the most recent address known for each Class Member.

9 **D. Re-Sending Class Notices**

10 If Defendant, Defendant's Counsel or Class Counsel become aware of new addresses
11 for any Class Member, prior to the filing of the motion for final approval, such information
12 must immediately be communicated to the Settlement Administrator. The Settlement
13 Administrator will then re-send a Notice of Settlement to the Class Member(s) at the new
14 address.

15 For any Notice of Settlement that is returned as undeliverable, the Settlement
16 Administrator will perform a utility database search or other skip trace. The returned Notices
17 of Settlement will be re-mailed to the new addresses obtained for such Class Members. Such
18 searching and re-mailing will be completed within ten (10) calendar days of the date that
19 Notices of Settlement were originally returned as undeliverable. The Settlement Administrator
20 shall only be obligated to perform one (1) re-mailing per Class Member.

21 **E. Requests for Exclusion (Opt-Outs)**

22 Any Class Member who wishes to be excluded from the Settlement must notify the
23 Settlement Administrator in writing of his or her desire to be excluded by mailing his or her
24 own Request for Exclusion to the Settlement Administrator that clearly expresses such desire
25 and is signed by such Class Member. Any such Request for Exclusion shall include the Class
26 Member's name, current address, telephone number, and last four numbers of the Class
27 Member's social security number. To be valid, the Request for Exclusion must be postmarked
28 (if mailed) or received (if faxed or sent electronically) no later than the Response Deadline.

1 Any Class Member who submits a valid and timely Request for Exclusion shall be
2 barred from participating in this Settlement, shall be barred from objecting to this Settlement,
3 and shall receive no benefit from the Class Settlement. Provided, however, notwithstanding a
4 valid Request for Exclusion, all PAGA Employees shall receive their share of the PAGA
5 Employee Portion and will be deemed to have released the PAGA Released Claims.

6 Any Class Member who fails to submit a timely, complete, and valid Request for
7 Exclusion shall be barred from opting out of the Settlement. It shall be conclusively presumed
8 that if a Request for Exclusion is not postmarked or received on or before the Response
9 Deadline, the Class Member did not make the request in a timely manner. Under no
10 circumstances shall the Settlement Administrator have the authority to extend the deadline for
11 Class Members to submit a Request for Exclusion.

12 Unless a Class Member submits a timely, complete, and valid Request for Exclusion,
13 he or she shall be deemed a Settlement Class Member and shall be bound by the terms and
14 conditions of this Agreement. The releases provided for in this Agreement shall conclusively
15 preclude any Settlement Class Member from asserting any of the Released Claims against any
16 of the Released Parties in any judicial, administrative, or arbitral forum.

17 The Settlement Administrator shall promptly provide Class Counsel and Defendant's
18 Counsel with copies of all Requests for Exclusion that it receives.

19 **F. Declaration of Compliance**

20 At the time determined by Class Counsel, the Settlement Administrator shall provide
21 Class Counsel and Defendant's Counsel with a declaration attesting to completion of the
22 notice process set forth in this Section IV, including the number of notices sent and returned,
23 an explanation of efforts to resend undeliverable notices, and copies of all Requests for
24 Exclusion, which declaration shall be filed with the Court by Class Counsel along with their
25 papers requesting final approval of the Settlement.

26 **G. Sufficient Notice**

27 Compliance with the procedures described in this Section IV shall constitute due and
28 sufficient notice to Class Members of this Settlement and of the Final Approval Hearing, shall

1 satisfy the requirements of due process, and nothing else shall be required of the
2 Representative Plaintiff, Class Counsel, Defendant, Defendant's Counsel, or the Settlement
3 Administrator to provide notice of the Settlement and the Final Approval Hearing.

4 **H. Objections to Settlement**

5 **1. Procedure and Deadline for Objections**

6 A Class Member may object to the Settlement by submitting a written Notice of
7 Objection to the Settlement Administrator, postmarked (if mailed) or received (if faxed or
8 emailed) no later than the Response Deadline, signed by the objecting Class Member or his
9 or her attorney, along with all supporting papers (if any). The date the signed Notice of
10 Objection was postmarked or received shall be conclusively determined according to the
11 records of the Settlement Administrator. The Settlement Administrator shall send any Notices
12 of Objection it receives to Defendant's counsel and Class Counsel within three (3) business
13 days of receipt. A Class Member may also object to the settlement by appearing at the Final
14 Approval Hearing. The Court retains final authority with respect to the consideration and
15 admissibility of any Notice of Objection.

16 If a Class Member submits both an objection and an opt-out request, the Settlement
17 Administrator shall make reasonable attempts to clarify the intentions of the Class Member.
18 If the Class Member fails to clarify their position, the opt-out request shall be disregarded, the
19 Settlement Administrator shall send the objection to Defendant's Counsel and Class Counsel
20 the claim will be paid, and the Class Member will become a Settlement Class Member and be
21 bound by the judgment.

22 **2. Responses to Objections**

23 Class Counsel and Defendant's counsel shall file any written objections from Class
24 Members submitted to the Settlement Administrator, and Class Counsel's and Defendant's
25 Counsel's responses to such objections, at least five (5) court days before the Final Approval
26 Hearing.

27 **I. Pro-Rata Increase in Settlement Fund**

28 If the actual number of workweeks worked by all Settlement Class Members during

1 the Class Period, as reported to the Settlement Administrator after the Court's preliminary
2 approval of the Settlement is greater than 34,650, then Defendant will have the option to either
3 (a) increase the Gross Settlement Amount in the amount of \$30.30 per workweek above
4 34,650, or (b) shorten the Class Period and PAGA Period, so that the end dates of the Class
5 Period and PAGA Period fall on to a day on which the workweeks are equal to or less than
6 34,650 workweeks ("Alternate End Date") so that there is no increase in the Gross Settlement
7 Amount. For clarity, this provision may not be utilized to extend the end of the Class Period
8 beyond June 1, 2024.

9 **J. Final Approval Hearing**

10 On or before the date set by the Court, Class Counsel will file a motion for final
11 approval of this Settlement pursuant to California Rule of Court 3.769. Class Counsel will
12 provide Defendant's counsel with the opportunity to review and comment on drafts of all
13 papers to be filed in connection with the motion for final approval (notice of motion,
14 memorandum of points and authorities and declarations) at least seven (7) calendar days
15 before filing such motion with the Court. Plaintiff's motion for final approval will also include
16 a proposed order that is mutually agreed-upon by the Parties. Defendant shall not oppose the
17 motion for final approval of the settlement to the extent it is consistent with the terms and
18 conditions of this Agreement. Defendant may, however, provide a written response to any
19 characterization of the law or facts contained in the motion for final approval.

20 On the date set by the Court, the Final Approval Hearing shall be held before the Court
21 in order to: (1) determine whether the Court should give this Settlement final approval; (2)
22 determine whether Class Counsel's application for attorneys' fees and costs, and request for
23 the Service Award to the Representative Plaintiff, should be granted; (3) determine whether
24 the Court should approve the payment of fees to the Settlement Administrator and the PAGA
25 Settlement Amount and (4) consider any timely Objections to Settlement, including Class
26 Counsel's and Defendant's counsel's responses thereto.

27 Upon final approval, the Court shall enter a Final Approval Order (in a form submitted
28 by Class Counsel and approved by Defendant's counsel) which has the effect of adjudicating

1 all claims set forth in the Complaint and implementing the release of Released Claims and
2 PAGA Released Claims, as set forth in this Agreement. The Final Approval Order will be
3 posted on the Settlement Administrator's website. The posting of the Final Approval Order
4 on the Settlement Administrator's website will constitute notice of entry of the judgment, as
5 required by California Rule of Court 3.771(b).

6 **K. Settlement Payments to Settlement Class Members and PAGA Employees**

7 **1. Calculation of Class Settlement Payments**

8 The Net Settlement Amount shall be divided among and distributed to individual
9 Settlement Class Members using the following formula:

10 **(Individual Settlement Class Member's Qualifying Workweeks ÷ All**
11 **Settlement Class Members' Qualifying Workweeks) x (Net Settlement**
12 **Amount)**

13 The Settlement Administrator shall have the authority and obligation to make
14 payments, credits, and disbursements, including payments and credits in the manner set forth
15 herein, to Settlement Class Members calculated in accordance with the methodology set out
16 in this Agreement and orders of the Court.

17 The Parties acknowledge and agree that the formula used to calculate individual
18 settlement payments does not imply that all the elements of damages alleged in the Action are
19 not being considered. The above formula was devised as a practical and logistical tool to
20 simplify the settlement process.

21 **2. Distribution of PAGA Employee Portion**

22 The PAGA Employee Portion will be divided among and distributed to all PAGA
23 Employees based upon the number of PAGA Pay Periods they worked pursuant to the
24 following formula:

25 **(Individual PAGA Employee's PAGA Pay Periods ÷ All PAGA Employees'**
26 **PAGA Pay Periods) x \$25,000**

27 Settlement Class Members who are also PAGA Employees will receive their shares of the
28 PAGA Employee Portion included in the same checks that include their individual Settlement

1 Class Member payments. Class Members who exclude themselves from the Class Settlement
2 will still receive their shares of the PAGA Employee Portion and such Class Members will
3 still be bound by the PAGA Release, notwithstanding their exclusion from the Settlement
4 Class.

5 **3. Inclusion of Qualifying Workweeks, PAGA Pay Periods and**
6 **Estimated Settlement Payment Information in Notice of Settlement**

7 The Notice of Settlement sent to each Class Member shall state the amount of the Class
8 Member's Qualifying Workweeks and PAGA Pay Periods, as reflected in the Class Data. The
9 Notice of Settlement shall provide an estimate of each Class Member's share of the Class
10 settlement and each PAGA Employee's share of the PAGA Employee Portion, as calculated
11 by the Settlement Administrator. The estimated settlement payment included in the Notice of
12 Settlement will be calculated by assuming that no Class Members will be excluded from the
13 Settlement.

14 **4. Eligibility**

15 Settlement Class Members (but not Class Members who exclude themselves from the
16 Settlement), will receive a settlement payment from the Net Settlement Amount, distributed
17 through the Settlement Administrator. All PAGA Employees will still receive a check for their
18 share of the PAGA Employee Portion, regardless of whether they submit a valid Request for
19 Exclusion.

20 If the Parties become aware after settlement checks are mailed that a Class Member
21 was not sent a Notice of Settlement because of an error in the Class Data as provided by
22 Defendant, Defendant may arrange to separately pay the Class Member the amount that the
23 Class Member would have received had they participated in the settlement, as long as the
24 Class Member agrees in writing to be bound by the Judgment and Class releases.

25 **5. Disputes about Qualifying Workweeks or PAGA Pay Periods**

26 If a Class Member disagrees with the number of Qualifying Workweeks or PAGA Pay
27 Periods, as stated in their Notice of Settlement, they may dispute that figure by informing the
28 Settlement Administrator of the number of Qualifying Workweeks and/or PAGA Pay Periods

1 that they claim to have worked during the Class Period or PAGA Period and provide any
2 supporting documentation (such as, without limitation, payroll or time keeping records, and
3 paycheck stubs) on or before the Response Deadline. If there is a dispute, the Settlement
4 Administrator will consult with Class Counsel and Defendant's counsel to determine whether
5 an adjustment is warranted. The Settlement Administrator shall determine any such disputes,
6 subject to Court approval. The Settlement Administrator shall be obligated to resolve any such
7 disputes within ten (10) calendar days, but by no later than the date of the Final Approval
8 Hearing.

9 **6. Allocation of Settlement Payments**

10 Payment to each Settlement Class Member shall be allocated as follows: 20% shall be
11 attributed to wages, to be reported on a W-2 form; 80% shall be reported as penalties and
12 interest. The amounts of penalties and interest will be reported on an IRS Form 1099. All
13 payments of the PAGA Employee Portion will be considered penalties and reported on an IRS
14 Form 1099.

15 **7. Payment of Payroll Taxes**

16 The amount paid to each Settlement Class Member attributable to wages shall be
17 subject to all applicable taxes and other withholdings and shall include the Employer's
18 Withholding Share and the Settlement Class Member's share of all federal, state, and local
19 taxes and required withholdings, including without limitation, FICA, Medicare tax, FUTA,
20 and state unemployment taxes.

21 **8. Payments to Settlement Class Members and the LWDA**

22 Within ten (10) calendar days after Defendant's deposit of the Gross Settlement
23 Amount, the Settlement Administrator will make the settlement payments to Settlement Class
24 Members, PAGA Employees and the LWDA based on the payment formulae set forth herein.

25 **L. The Settlement Administrator**

26 The Settlement Administrator will perform the duties specified in this Agreement and
27 any other duties incidental to such obligations. The Settlement Administrator's duties shall
28 include, without limitation: establishing the QSF; preparing, translating and distributing the

1 Notice of Settlement; calculating and directing the disbursement of payments to Settlement
2 Class Members, Class Counsel, the Representative Plaintiff and the LWDA; calculating and
3 timely paying any and all payroll taxes from the wages portion of the Net Settlement Amount
4 to the appropriate tax authorities, as required under this Agreement and applicable law;
5 handling inquiries about the calculation of individual settlement payments; preparing and
6 filing any tax returns and information returns and any other filings required by any
7 governmental taxing authority or other governmental agency; providing weekly status reports
8 to the Parties' counsel; advising Defendant's counsel and Class Counsel of any Class
9 Members who submit Notices of Objections and/or Requests for Exclusion; providing a due
10 diligence declaration for submission to the Court prior to the final approval hearing; printing
11 and providing Settlement Class Members and Representative Plaintiff with W-2 and 1099
12 forms as required under this Agreement and applicable law; arranging for and remitting funds
13 from any uncashed settlement payment to the designated recipient, as determined by the
14 Court; and for such other tasks as the Parties mutually agree or the Court orders the Settlement
15 Administrator to perform.

16 The Settlement Administrator shall establish a settlement payment center address,
17 telephone number and email address to receive Class Members' inquiries about the Notice of
18 Settlement, requests to be excluded from the Settlement and settlement payments.

19 In addition, the Settlement Administrator shall establish a static website and, on the
20 website, post this stipulation, any preliminary approval order and the Final Approval Order
21 and Judgment. Posting of the Final Approval Order and Judgment on such website shall
22 constitute notice of judgment to the Settlement Class, as required by California Rule of Court
23 3.771(b).

24 If the Settlement Administrator is unable to contact a Class Member using the
25 telephone number provided by Defendant as part of the Class Data, the Settlement
26 Administrator may request such Class Member's email address from Defendant. Defendant
27 shall conduct a reasonable search of its records and provide the Settlement Administrator with
28 any such email address that it is able to locate.

1 For its services, the Settlement Administrator's fee will not exceed \$10,000. The
2 Court's failure to approve the entire amount of the Settlement Administrator's fee, shall not
3 affect the terms of the Parties' settlement and any such unapproved amounts shall remain part
4 of the Net Settlement Amount and shall be distributed in accordance with the provisions of
5 this Stipulation.

6 The Parties confirm, and Class Counsel and Defendant's Counsel confirm that they do
7 not have any financial interest in the Settlement Administrator or otherwise have a relationship
8 with the Settlement Administrator that could create a conflict of interest.

9 **N. Time for Payment by Defendant**

10 Defendant will pay the Gross Settlement Amount within sixty (60) calendar days of
11 the Effective Date.

12 If Defendant fails to timely pay the amount required to satisfy its payment obligation
13 under this Stipulation, the Representative Plaintiff, at his option, may either (1) declare the
14 Settlement terminated, in which case, the Parties agree that the Court will nullify the Final
15 Approval Order and Judgment and Plaintiff may continue to prosecute his claims against
16 Defendant, or (2) seek to collect all amounts owed under the Final Approval Order and
17 Judgment against Defendant.

18 **O. Payments to Class Counsel, the Representative Plaintiff and the**
19 **Settlement Administrator**

20 Subject to Court approval, within ten (10) calendar days of Defendant's deposit of the
21 full Gross Settlement Amount with the Settlement Administrator, the Settlement
22 Administrator shall make payment from the QSF to: (1) Class Counsel, for Class Counsel's
23 Attorneys' Fees and Class Counsel's Costs, as approved by the Court; (2) the Representative
24 Plaintiff for the Service Award, as approved by the Court; and (3) to the Settlement
25 Administrator for the Settlement Administration Costs, as approved by the Court. These
26 payments will be reported on an IRS Form 1099.

27 **P. Un-cashed/Un-deposited Settlement Payment Checks**

28 If any Settlement Class Member or PAGA Employee's settlement payment check has

1 not been cashed or deposited within sixty (60) calendar days after disbursement, the
2 Settlement Administrator shall attempt to contact each individual to advise them to cash their
3 checks, and to offer to replace any checks reported as either lost or stolen. In attempting to
4 contact such persons, the Settlement Administrator will send notices (1) by mail to the
5 individuals' last known addresses (as provided by Defendant) after first checking those
6 addresses against the NCOA database and skip tracing and (2) by telephoning or emailing
7 such persons, in the event that Defendant has provided telephone numbers and/or email
8 addresses for such persons.

9 If a Class Member's check is not cashed within 180 calendar days, the check will be
10 void and a stop payment order may be placed on the check. In such event, the Settlement
11 nevertheless will be binding upon the Settlement Class Member. The funds represented by all
12 uncashed settlement checks, plus interest that has accrued thereon, will be transmitted by the
13 Settlement Administrator to the following *cy pres* recipient pursuant to Code of Civil
14 Procedure §384: Jessica's House, 1225 W. Christoffersen Pkwy., Turlock, CA 95382.
15 Jessica's House provides grief support services for children.

16 **Q. Class Counsel Attorneys' Fees and Costs**

17 Defendant will not oppose Class Counsel's application for an award of attorneys' fees
18 of up to 35% of the Gross Settlement Amount. Assuming the escalator clause is not triggered,
19 the maximum amount sought will be three hundred and fifty thousand dollars (\$350,000).

20 Defendant will not oppose Class Counsel's application for an award of their reasonable
21 litigation expenses and costs in an amount not to exceed \$25,000.

22 Class Counsel's Attorney's Fees and Class Counsel's Costs, as awarded by the Court,
23 shall be paid from the Gross Settlement Amount.

24 To the extent the Court does not approve any or the entire amount of Class Counsel's
25 Attorney's Fees or Class Counsel's Costs, it shall not affect the terms of the Parties' settlement
26 and any such unapproved amounts shall remain part of the Net Settlement Amount and shall
27 be distributed in accordance with the provisions of this Stipulation. Approval of the Settlement
28

1 by the Court shall not be contingent on approval of the amounts of Class Counsel's Attorney's
2 Fees or Class Counsel's Costs requested by Class Counsel.

3 Upon the payment of the Court-approved amount of Class Counsel's Attorneys' Fees
4 and Class Counsel's Costs, and except as otherwise provided by this Stipulation, Class
5 Counsel waives any claim to costs and attorneys' fees and expenses against Defendant arising
6 from or related to the Action, including but not limited to claims based on the California Labor
7 Code, the California Code of Civil Procedure, or any other statute or law. Provided, however,
8 nothing in this Agreement shall prevent Class Counsel from seeking additional fees for
9 enforcing the terms of this Stipulation.

10 **R. Service Award to Representative Plaintiff**

11 The Representative Plaintiff's Service Award as approved by the Court, shall be paid
12 from the Gross Settlement Amount.

13 The Representative Plaintiff shall be responsible for all portions of federal, state, and
14 local tax liabilities that may result from the payment of the Service Award and agrees that
15 Defendant shall bear no responsibility for any such tax liabilities.

16 To the extent the Court does not approve any or all of the amount of the Service Award
17 sought by the Representative Plaintiff, any amounts not awarded by the Court will remain part
18 of the Net Settlement Amount and will be distributed in accordance with the terms of this
19 Stipulation and the Parties agree that the Settlement shall remain binding with such
20 modification(s) and its terms will otherwise be unchanged.

21 **S. Taxes**

22 **1. Withholding and Reporting Requirements**

23 The Settlement Administrator shall be responsible for ensuring that all taxes required
24 to be withheld from the wage portions of each Settlement Class Member's individual
25 settlement payment, along with the Employer's Withholding Share, are timely paid to the
26 appropriate tax authorities. The Settlement Administrator's responsibilities in this regard will
27 also include the following: (a) filing all Federal, state, and local employment tax returns, tax
28 withholding returns, and any other tax returns associated with the taxes, (b) timely and proper

1 filing of all required Federal, state, and local information returns (e.g., 1099s, W-2s, etc.) with
2 the appropriate taxing authorities, and (c) completion of any other steps necessary for
3 compliance with any tax obligations of the settlement fund under Federal, state and/or local
4 law. To verify the Settlement Administrator's compliance with the foregoing withholding and
5 reporting requirements, as soon as administratively practicable, the Settlement Administrator
6 shall, upon request, furnish Class Counsel and Defendant's Counsel with copies of all filed
7 tax returns and information returns (including all 1099 and W-2 information returns), and a
8 final accounting adequate to demonstrate full compliance with all tax withholding, payment
9 and reporting obligations.

10 2. **Circular 230 Disclaimer**

11 Each party to this Agreement (for purposes of this section, the "Acknowledging
12 Party"; and each party to this Agreement other than the Acknowledging Party, and "Other
13 Party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
14 communication or disclosure between or among the Parties or their attorneys and other
15 advisers, is or was intended to be, nor shall any such communication or disclosure constitute
16 or be construed or be relied upon as, tax advice within the meaning of United States Treasury
17 Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has
18 relied exclusively upon his, her, or its own, independent legal and tax advisers for advice
19 (including tax advice) in connection with this Agreement, (b) has not entered into this
20 Agreement based upon the recommendation of any other party or any attorney or advisor to
21 any other party, and (c) is not entitled to rely upon any communication or disclosure by any
22 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
23 Acknowledging Party; and (3) no attorney or adviser to any other party has imposed any
24 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies
25 (regardless of whether such limitation is legally binding) upon disclosure by the
26 Acknowledging Party of the tax treatment or tax structure of any transaction, including any
27 transaction contemplated by this Agreement.

28 \\\

1 **V. LIMITATIONS ON USE OF THIS SETTLEMENT**

2 **A. No Admission of Liability**

3 Neither the acceptance nor the performance by Defendant of the terms of this
4 Stipulation nor any of the related negotiations or proceedings is or shall be claimed to be,
5 construed as, or deemed a precedent or an admission by Defendant of the truth or merit of any
6 allegations in the original Complaint or First Amended Complaint, or that they have any
7 liability to the Representative Plaintiff or the Class Members on their claims. Defendant denies
8 that they have engaged in any unlawful activity, have failed to comply with the law in any
9 respect, or have any liability to anyone under the claims asserted in the Action. This
10 Agreement is entered into solely for the purpose of compromising highly disputed claims.

11 **B. Nullification**

12 In the event that the Court does not approve the Settlement in accordance with this
13 Stipulation, the Parties agree to negotiate in good faith to resolve any issues raised by the
14 Court and amend this Stipulation to obtain Court approval of the Settlement. However, if,
15 after a good faith effort to resolve any issues, the Court for any reason does not approve this
16 Settlement, this Stipulation shall be null and void and all Parties to this Settlement shall stand
17 in the same position, without prejudice, as if the Settlement had been neither entered into nor
18 filed with the Court.

19 **VI. RELEASE**

20 **A. Settlement Class Member Release**

21 It is the desire of the Representative Plaintiff, Class Members (except those who
22 exclude themselves from the Settlement), and Defendant to fully, finally, and forever settle,
23 compromise, and discharge the Released Claims. Upon entry of the Final Approval Order and
24 Judgment and Defendant's payment of the Gross Settlement Amount, and except as to such
25 rights or claims as may be created by this Settlement Agreement, the Settlement Class
26 Members, on behalf of themselves, and each of their heirs, representatives, successors,
27 assigns, and attorneys, shall be deemed to have, and by operation of the final judgment shall
28 have, fully released and discharged the Released Parties from any and all Released Claims

1 that accrued during the Class Period.

2 **B. PAGA Employee Release**

3 Regardless of whether they submitted a valid Request for Exclusion, all PAGA
4 Employees and the LWDA shall fully, finally, and forever settle, compromise, and discharge
5 the PAGA Released Claims. Upon entry of the Final Approval Order and Judgment and
6 Defendant's payment of the Gross Settlement Amount, and except as to such rights or claims
7 as may be created by this Settlement Agreement, all PAGA Employees, on behalf of
8 themselves, and each of their heirs, representatives, successors, assigns, and attorneys, shall
9 be deemed to have, and by operation of the final judgment shall have, fully released and
10 discharged the Released Parties from any and all PAGA Released Claims arising during the
11 PAGA Period.

12 **C. Representative Plaintiff Release and Individual Agreements**

13 1. Representative Plaintiff, on behalf of himself and his spouse, children,
14 heirs, successors, assigns, attorneys, executors, administrators and agents, completely and
15 forever releases and discharges Released Parties, and each of them, from all causes of action,
16 claims, judgments, obligations, damages of every kind and nature, including punitive
17 damages, and liabilities of whatever kind and character, including, but not limited to, those
18 arising under the Employee Retirement Income Security Act of 1974; the Americans with
19 Disabilities Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the
20 Civil Rights Act of 1866 and 1870; 42 U.S.C. §§1981 through 1988; the Age Discrimination
21 in Employment Act, as amended by the Older Workers' Benefit Protection Act of 1990 (29
22 U.S.C. §§ 621, *et seq.*), the Equal Pay Act of 1963; the Consolidated Omnibus Budget
23 Reconciliation Act of 1985; the Occupational Safety and Health Act; the Sarbanes-Oxley Act
24 of 2002; the Family and Medical Leave Act of 1993; Worker Adjustment and Benefit
25 Protection Act of 1990; the Fair Labor Standards Act; Executive Order 11246; the California
26 Fair Employment and Housing Act (Gov. Code §§ 12940 *et seq.*); California Family Rights
27 Act (Gov. Code §12945.2 *et seq.*); the California Private Attorney General Act ("PAGA");
28 the California Unruh Civil Rights Act (Civ. Code §51, *et seq.*); the California Whistleblower

1 Protection Act (Lab. Code §1102.5); the California Occupational Safety and Health Act
2 (Labor Code §6300, *et seq.*); Federal and California Worker Adjustment and Retraining
3 Notification Acts; Immigration Control and Reform Act; the Federal or any State Constitution;
4 applicable California Industrial Welfare Commission Wage Order provisions; California
5 Business and Professions Code §§17200 *et seq.*; the California Civil Code; the California
6 Labor Code; and any other Federal, State or local insurance, human rights, civil rights, wage-
7 hour, pension or labor laws, rules and/or regulations, public policy, contract or tort laws, and
8 any claim of retaliation under such laws, any claim under Labor Code §132a, any claim for
9 serious and/or willful misconduct, and any claim arising under common law including, but
10 not limited to, causes of action for wrongful termination, constructive discharge,
11 discrimination, abusive conduct or harassment on the basis of race (including traits associated
12 with race such as hair texture and protective hairstyle), color, religion (all aspects of religious
13 beliefs, observance or practice including religious dress or grooming practices), sex, sexual
14 orientation, gender (including gender identity, gender expression and transgender status),
15 marital status, registered domestic partner status, pregnancy (including childbirth,
16 breastfeeding or related medical condition), reproductive health decision-making, alienage,
17 national origin (including language use restrictions and possession of a driver's license issued
18 under Vehicle Code §12801.9), ancestry, physical or mental disability, medical condition
19 (including cancer and genetic characteristics), age, off-duty use of cannabis, citizenship or
20 immigration status, military or veteran status, genetic information, political affiliation,
21 position in a labor dispute, request for or use of protected leave, domestic violence victim
22 status, or any other basis protected by applicable Federal, State or local law, or retaliation for
23 opposing any such discrimination, abusive conduct or harassment; intentional infliction of
24 emotional distress; negligent infliction of emotional distress; fraudulent misrepresentation;
25 negligent misrepresentation; fraud; promissory estoppel; invasion of privacy; false
26 imprisonment; conspiracy to commit any act mentioned herein; personal injury; pain and
27 suffering; medical expenses, damage to reputation, emotional or economic injury, breach of
28 contract (whether oral or written, express or implied); breach of the implied covenant of good

1 faith and fair dealing; interference with business advantage; defamation; slander, libel, breach
2 of contract (whether oral or written, express or implied); breach of the implied covenant of
3 good faith and fair dealing; interference with business advantage; defamation; interference
4 with prospective economic advantage; interference with contractual relationship; failure to
5 provide suitable seating; violation of any Federal, State or local statute, law, ordinance or
6 regulation; wrongful termination in violation of public policy; and any other action, whether
7 cognizable in law or in equity, based upon any conduct, act or omission by any Released Party,
8 up to and including the Effective Date (each individually a "Claim" and collectively
9 "Claims"), and Representative Plaintiff agrees that he will not, from any source or proceeding,
10 seek or accept any award or settlement therefrom.

11 2. Representative Plaintiff understands and expressly agrees that the general
12 release of Claims described herein extends to all Claims of every nature and kind whatsoever,
13 known or unknown, suspected or unsuspected, foreseen or unforeseen, past or present, which
14 Representative Plaintiff has or may have against any Released Party other than those that
15 cannot be released by law. Representative Plaintiff expressly waives any and all rights under
16 and protections afforded by California Civil Code §1542, or any equivalent statute. California
17 Civil Code §1542 provides as follows:

18 **A general release does not extend to claims that the creditor or releasing**
19 **party does not know or suspect to exist in his or her favor at the time of executing**
20 **the release and that, if known by him or her, would have materially affected his**
21 **or her settlement with the debtor or released party.**

22 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
23 and complete release and discharge of all Released Parties, Representative Plaintiff expressly
24 acknowledges that this Agreement is intended to include in its effect, without limitation, all
25 claims that Representative Plaintiff knew of, as well as all claims that he does not know or
26 suspect to exist in his favor against the Released Parties, or any of them, for the time period
27 from the beginning of time to the Effective Date, that this Agreement contemplates the
28 extinguishment of any such of Representative Plaintiff's Claims, and that Representative

1 Plaintiff agrees to waive any Claim for damages occurring at any time after the Effective Date
2 because of alleged continuing effects of any alleged wrongful acts or omissions involving any
3 Released Party which occurred prior to and including the Effective Date. Notwithstanding the
4 above, the general release by Representative Plaintiff shall not extend to claims for workers'
5 compensation benefits, claims for unemployment benefits, or other claims that may not be
6 released by law.

7 3. Representative Plaintiff represents and warrants that he has not assigned or
8 subrogated any Claim concerning any Released Party or authorized any other person or entity
9 to assert such a Claim or Claims on Representative Plaintiff's behalf. Representative Plaintiff
10 will, at his sole cost and expense, take all actions necessary to obtain dismissal of any Claim
11 asserted by any other individual or entity against any Released Party on his behalf and will
12 not accept relief or recovery from any action that is not dismissed.

13 5. Representative Plaintiff further expressly agrees that, except as may be
14 required by subpoena, court order, or other force of laws, and/or as is explicitly necessary to
15 complete the settlement of the Action, he shall not in any way knowingly assist any individual
16 or entity in commencing or prosecuting any action or proceeding against any Released Party.
17 Absent legal compulsion, and except as specifically permitted by law, Representative Plaintiff
18 is barred from testifying, providing documents or information, advising, counseling or
19 providing any other form of assistance to any person or entity who he is aware, is considering
20 making, who is making, or who has made, any Claim against any Released Party.
21 Representative Plaintiff agrees both to immediately notify Defendant upon receipt of any
22 subpoena or court order, and to furnish, within 3 business days of its receipt, a copy of such
23 subpoena or other court order. If approached by anyone for counsel or assistance in the
24 presentation or prosecution of any disputes, differences, or Claims against any of the Released
25 Party, Representative Plaintiff shall state no more than that he cannot provide counsel or
26 assistance.

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1 **VII. MISCELLANEOUS PROVISIONS**

2 **A. No Media or Press**

3 Representative Plaintiff and Defendant, and their respective counsel, recognize,
4 accept, and agree that the Parties to this Settlement Agreement desire that the terms of this
5 Settlement Agreement, the fact of the Settlement embodied in this Settlement Agreement, the
6 disposition of the Action, the Action, and all matters relating to the litigation of the Action,
7 including discovery proceedings therein, and evidence obtained during the course of the
8 Action, shall not be discussed with or presented to the media or press.

9 **B. Amendments**

10 This Settlement Agreement may only be modified or changed by a writing signed by
11 the Parties hereto or by their counsel and approved by the Court.

12 **C. Integrated Agreement**

13 After this Stipulation is signed and delivered by all Parties to the Action and their
14 counsel, this Stipulation and its exhibits will constitute the entire agreement between the
15 Parties to the Action relating to the Settlement, and it will then be deemed that no oral
16 representations, warranties, covenants, or inducements have been made to any Party
17 concerning this Stipulation or its exhibits other than the representations, warranties,
18 covenants, and inducements expressly stated in this Stipulation and its exhibits.

19 **D. No Inducements**

20 The Parties acknowledge that they are entering into this Agreement as a free and
21 voluntary act without duress or undue pressure or influence of any kind or nature whatsoever
22 and that neither Plaintiff nor Defendant have relied on any promises, representations, or
23 warranties regarding the subject matter hereof other than as set forth in this Stipulation.

24 **E. No Prior Assignment**

25 The Parties hereto represent, covenant, and warrant that they have not directly or
26 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
27 any person or entity any portion of any liability, claim, demand, action, cause of action, or
28 rights herein released and discharged except as set forth herein.

1 **F. No Retaliation or Advice**

2 Defendant agrees not to retaliate against any Class Member for participating in the
3 Settlement or cooperating with Class Counsel, and Defendant will not induce or offer any
4 advice to any current or former employee to opt out of, or object to, the Settlement.

5 **G. Attorney's Fees**

6 To the extent that any Party institutes any legal action, arbitration, or other proceeding
7 to enforce the terms of the Settlement, the prevailing Party will be entitled to recover their
8 reasonable attorneys' fees and costs from the other Party or Parties.

9 **H. Applicable Law**

10 All terms and conditions of this Stipulation and its exhibits will be governed by and
11 interpreted according to the laws of the State of California, without giving effect to any
12 conflict of law principles or choice of law principles.

13 **I. Entry of Judgment Pursuant to Terms of Settlement**

14 The Parties agree that upon the Settlement of this case, the Court may enter judgment
15 pursuant to the terms of this Settlement and specifying the Gross Settlement Amount. The
16 Court will retain jurisdiction over the Parties to enforce the Settlement until performance in
17 full of the terms of the Settlement.

18 **J. Notices**

19 All notices, requests, demands and other communications required or permitted to be
20 given pursuant to this Agreement shall be in writing, and shall be delivered personally or by
21 first class mail to Class Counsel or Defendant's Counsel at their respective addresses as set
22 forth at the beginning of this Agreement or at any new address as to which counsel have
23 advised the Court and the other Parties.

24 **K. Binding on Successors**

25 This Agreement shall be binding and shall inure to the benefit of the Parties to the
26 Action and their respective successors, assigns, executors, administrators, heirs, and legal
27 representatives.

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1 **L. Counterparts**

2 This Stipulation, and any amendments hereto, may be executed in any number of
3 counterparts, each of which when executed and delivered shall be deemed to be an original
4 and all of which taken together shall constitute the same instrument.

5 **M. Warranties and Representations**

6 With respect to themselves, each of the Parties to this Action and or their agent or
7 counsel represents, covenants, and warrants that they have full power and authority to enter
8 into and consummate all transactions contemplated by this Stipulation and have duly
9 authorized the execution, delivery, and performance of this Stipulation.

10 **N. Representation by Counsel**

11 The Parties to this Action acknowledge that they have been represented by counsel
12 throughout all negotiations that preceded the execution of this Stipulation, and that this
13 Stipulation has been executed with the consent and advice of counsel.

14 **O. Signatories**

15 It is agreed that because the Class Members are so numerous, it is impossible or
16 impractical to have each Class Member execute this Stipulation. The Notice of Settlement
17 will advise all Class Members of the binding nature of the release, and the release shall have
18 the same force and effect as if this Stipulation was executed by each member of the Settlement
19 Class.

20 BY SIGNING BELOW, THE PARTIES AGREE TO THIS STIPULATION AND ITS
21 TERMS:

22 Dated: 04/04/2025

23 Dated: 4/9/2025

Electronically Signed 2025-04-04 16:27:23 UTC -35 151 43 134
1 (Name Assured Digit) 5f35ed15d1e1432da06c6b2b2210e3a07

Plaintiff Angel Soliz

Dust Bowl Brewing Co., LLC

By: Karen Tate

Its: Manager

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Approved as to form:

Dated: 4/10/2025

HENDERSON HATFIELD
A Professional Corporation

By: 
Stacy Henderson
Attorneys for Defendant

Dated: 4/10/2025

GUNDZIK GUNDZIK HEEGER LLP

By: 
Aaron Gundzik
Attorney for Plaintiff

Dated: April 4, 2025

LAWYERS FOR JUSTICE, PC

By: 
Edwin Aiwazian
Joanna Ghosh
Elizabeth Parker-Fawley
Attorney for Plaintiff

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EXHIBIT A
(Notice of Settlement)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Soliz v Dust Bowl Brewing Co., LLC, Stanislaus County Superior Court Case No. CV-23-004243

If you have been employed in California by DUST BOWL BREWING CO., LLC, as a non-exempt employee, you may be entitled to receive money from a class action settlement.

*The Stanislaus County Superior Court authorized this notice.
This is not a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Stanislaus County Superior Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees who worked for **DUST BOWL BREWING CO., LLC**, (“Defendant” or “Dust Bowl Brewing”) in California during the Class Period (July 28, 2019, through June 1, 2024). A hearing to determine whether the settlement should receive the Court’s final approval will be held on _____ at _____.m. in Department 24 of the Stanislaus County Superior Court, which is located at City Towers Bldg., 801 10th St, 4th Floor, Modesto, CA 95354.

This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than [60 days from mailing] otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against Dust Bowl Brewing, as described in Section 8 of this Notice.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by Defendant’s records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all non-exempt employees who worked for Dust Bowl Brewing in California at any time from July 28, 2019, through June 1, 2024. You are receiving this notice because, according to Dust Bowl Brewing’s records, you may be eligible to participate in the settlement.

3. DESCRIPTION OF THE ACTION

A former employee of Dust Bowl Brewing filed a class action against Dust Bowl Brewing in the Stanislaus County Superior Court. The case is called *Soliz v Dust Bowl Brewing Co., LLC*, Stanislaus County Superior Court Case No. CV-23-004243 (the “Action”). The Action alleges that Plaintiff and other the non-exempt employees of Dust Bowl Brewing were, among other things, not paid for all of their work, not paid all overtime wages owed, not provided with compliant meal and rest breaks, not provided compliant wage statements, not reimbursed for their necessary expenditures, not provided with paid sick leave and were not paid all amounts due at separation. Based on these facts and others, Plaintiffs’ First Amended Complaint alleges causes of action for: (1) Violation of California Labor Code sections 510 and 1198 (unpaid overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Violation of California Labor Code section 226.7 (unpaid rest period premiums); (4) Violation of California Labor Code sections 1194, 1197 and 1197.1 (unpaid minimum wages); (5) Violation of California Labor Code sections 201, 202 and 203 (final wages not timely paid); (6) Violation of California Labor Code sections 204 and 210 (wages not timely paid during employment); (7) Violation of California Labor Code section 226(a) (non-compliant wage statements); (8) Violation of California Labor Code section 1174(d) (failure to keep requisite employment and payroll records); (9) Violation of California Labor Code sections

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2800 and 2802 (unreimbursed business expenses); (10) Violation of California Labor Code section 246 (paid sick leave); (11) Violation of California Business & Professions Code sections 17200, et seq.; and (12) Violation of California Labor Code sections 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

Dust Bowl Brewing denies all liability, denies all allegations in the Action, and has raised various defenses to the claims. Dust Bowl Brewing asserts that it fully complied with all applicable wage and hour laws and contends that civil penalties under PAGA are not warranted. Dust Bowl Brewing also denies that the Action is suitable for class certification. Dust Bowl Brewing has entered into the Settlement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to any wrongdoing or liability.

The Court has made no ruling on the merits of the alleged claims, or the defenses asserted by Dust Bowl Brewing. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for _____, 2025 at _____.m. (the "Final Approval Hearing").

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiffs and the class ("Class Counsel") are:

Arby Aiwanian Joanna Ghosh LAWYERS for JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, CA 91203 Tel: (818) 265-1020 / Fax: (818) 265-1021	Aaron C. Gundzik Rebecca Gundzik GUNDZIK GUNDZIK HEEGER LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Tel: (818) 290-7461
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Attorneys representing Dust Bowl Brewing are:

Stacy L. Henderson Raquel A. Hatfield HENDERSON HATFIELD, A Professional Corporation 1101 15 TH Street, Suite 2100 Modesto, CA 95354 Tel: (209) 599-2003
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5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action and PAGA Settlement ("Settlement Agreement"), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: www._____.

Dust Bowl Brewing has agreed to pay \$1,000,000 to settle any and all obligations for the claims alleged in the Action. This amount is called the Settlement Sum. As discussed below, the Settlement Sum will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs, service award to the Plaintiff, required tax payments and withholdings, and funds owed to the state of California and the PAGA Employees in settlement of the PAGA claims for penalties. The remaining amount (called the Net Settlement Amount), approximately \$510,000, will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) **Attorneys' Fees and Costs:** Class Counsel has worked on this matter without compensation and has advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$350,000 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$25,000. Subject to court approval, the attorneys' fees and costs will be deducted from the Settlement Sum.

FOR MORE INFORMATION CALL 1-800-_____.

(b) Service Award to the Plaintiff: The Plaintiff is requesting an award not to exceed \$5,000, in addition to the amount he will receive as a member of the class and as PAGA Employee, to compensate him for undergoing the burden and expense of prosecuting the action. Subject to court approval, the service award will be deducted from the Settlement Sum.

(c) Settlement Administration Costs: The Settlement Administrator, ILYM Group, Inc. has advised the parties that the settlement administration costs will not exceed \$10,000. Subject to court approval, the settlement administration costs will be deducted from the Settlement Sum.

(d) Employee and Employer's Required Withholdings. Both the employees' and employer's share of all federal, state, and local taxes and required withholdings, including without limitation, FICA, Medicare tax, FUTA, and state unemployment taxes will be deducted from the Settlement Sum.

(e) Payments for PAGA Penalties: Subject to the Court's approval, a total of \$100,000 will be deducted from the Settlement Sum and allocated to settle allegations that Dust Bowl Brewing owes penalties to the state for alleged violations of the California Labor Code. Of this amount, \$75,000 (75%) will be paid to the California Labor & Workforce Development Agency ("LWDA"). The other 25%, which is \$25,000, will be distributed to class members who worked for Dust Bowl Brewing at any time during the PAGA Period, which is from July 28, 2022, through June 1, 2024 ("PAGA Employees"). Each PAGA Employee's portion of the \$25,000 in penalties will be calculated by dividing the individual's number of pay periods received during the PAGA Period by the total number of pay periods received during the PAGA Period by all PAGA Employees and multiplying the resulting fraction by \$25,000.

(f) Payments to Settlement Class Members: The remainder of the Settlement Sum (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all of the Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek is a full or partial week that a class member worked for Dust Bowl Brewing for at least one day during the Class Period.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to Dust Bowl Brewing's records, you worked a total of ___ qualifying workweeks during the Class Period as a Class Member. Dust Bowl Brewing's records also show that you received a total of ___ pay checks during the PAGA Period. Based upon this information, under the settlement, you will receive approximately \$_____. This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service award to Plaintiff, payment to the LWDA, and disputes by other class members regarding their qualifying pay periods during the Class Period.

To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise, it will be voided and the amount of your settlement payment will be sent to the Jessica's House in Turlock, California, and you will not receive any further payment as a result of the settlement.

For tax purposes, your Class settlement payment will be considered 20% as wages and reported on a W-2 form. Applicable employment taxes and fees, including Dust Bowl Brewing's portion of such taxes and fees, will be deducted from the wage portion of your settlement payment. The other 80% of your class settlement payment will be considered as penalties and interest. These amounts will be reported on an IRS Form 1099. If you are also a PAGA Employee, your share of the PAGA

FOR MORE INFORMATION CALL 1-800-_____.

Amount will be deemed penalties and reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

8. RELEASE OF CLAIMS

A. Release by Class Members who do not exclude themselves from the Settlement.

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release Dust Bowl Brewing and any of its former, current and future parents, dbas, subsidiaries, affiliates, divisions, related entities, joint venturers, and any other entities that could be considered to have jointly employed the Class Members or PAGA Employees as well as each of their respective officers, directors, members, managers, owners, co-owners, executives, partners, employees, executive-level employees, stockholders, shareholders, investors, principles, subsidiaries, insurers, reinsurers, agents, attorneys, heirs, estates, executors, spouses, associates, representatives, administrators, fiduciaries, trustees, accountants, auditors, company sponsored employee benefit plans, predecessors, successors, assigns, legal representatives, and all other legal entities affiliated with the foregoing, from all claims arising during the Class Period, under state, federal, and/or local law, arising out of the claims expressly pleaded in the First Amended Complaint and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the First Amended Complaint or are related to the facts asserted therein, including, but not limited to, all claims for: (1) failure to pay overtime wages and/or pay overtime wages at the correct rate under Labor Code Sections 510 and 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sections 226.7 and 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Section 226.7; (4) failure to pay minimum wages and/or pay minimum wages at the correct rate under Labor Code Sections 1194, 1197 and 1197.1; (5) failure to timely pay wages upon termination under Labor Code Sections 201, 202 and 203; (6) failure to timely pay wages during employment under Labor Code Sections 204 and 210; (7) failure to provide accurate, itemized wage statements (based on both direct and derivative theories of liability) under Labor Code Section 226; (8) failure to maintain requisite employment and/or payroll records under Labor Code Section 1174(d); (9) failure to reimburse business expenses under Labor Code Section 2800, 2802; (10) failure to provide paid sick leave and/or pay paid sick leave at the correct rate; and, (11) violation of California's unfair competition law under Business and Professions Code Sec. 17200, et seq., and any and all related claims and penalties that arose during the Class Period.

B. Release by Class Members who worked for Dust Bowl Brewing During the PAGA Period.

If you worked for Dust Bowl Brewing at any time from July 28, 2022, through June 1, 2024, you will receive a payment that is your share of the PAGA Employee Portion and you will release Dust Bowl Brewing and any of its former, current and future parents, dbas, subsidiaries, affiliates, divisions, related entities, joint venturers, and any other entities that could be considered to have jointly employed the Class Members or PAGA Employees as well as each of their respective officers, directors, members, managers, owners, co-owners, executives, partners, employees, executive-level employees, stockholders, shareholders, investors, principles, subsidiaries, insurers, reinsurers, agents, attorneys, heirs, estates, executors, spouses, associates, representatives, administrators, fiduciaries, trustees, accountants, auditors, company sponsored employee benefit plans, predecessors, successors, assigns, legal representatives, and all other legal entities affiliated with the foregoing, from all claims for civil penalties under the Labor Code Private Attorneys General Act ("PAGA") that were alleged or that could have been alleged based on the facts and underlying violations alleged in Plaintiff's March 18, 2024, Labor and Workforce Development ("LWDA") notice letter, including, but not limited to (1) failure to pay overtime wages and/or pay overtime wages at the correct rate under Labor Code Sections 510 and 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sections 226.7 and 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Section 226.7; (4) failure to pay minimum wages and/or pay minimum wages at the correct rate under Labor Code Sections 1194, 1197 and 1197.1; (5) failure to timely pay wages upon termination under Labor Code Sections 201, 202 and 203; (6) failure to timely pay wages during employment under Labor Code Sections 204 and 210; (7) failure to provide accurate, itemized wage statements (based on both direct and derivative theories of liability) under Labor Code Section 226; (8) failure to maintain requisite employment and/or payroll records under Labor Code Section 1174(d); and (9) failure to reimburse business expenses under Labor Code Section 2800, 2802; and (10) failure to provide paid sick leave in violation of Labor Code section 246. You cannot exclude yourself from this release.

FOR MORE INFORMATION CALL 1-800-_____.

9. YOUR OPTIONS

As a member of the class, you have several options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Sections 8(A) and 8(B) above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of qualifying workweeks attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Soliz v Dust Bowl Brewing Co., LLC., Stanislaus County Superior Court Case No. CV-23-004243*). You should provide written documentation supporting the number of workweeks you believe that you worked. You must postmark your written statement no later than **[60 days from mailing]**. The Settlement Administrator will consider your dispute and any documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will notify you of its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is **[60 days from mailing]**. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case name (*Soliz v Dust Bowl Brewing Co., LLC., Stanislaus County Superior Court Case No. CV-23-004243*), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before **[60 days from mailing]**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against Dust Bowl Brewing.

Please note, however, that the submission of a Request for Exclusion will not exclude you from the PAGA Settlement. Thus, if you worked for Dust Bowl Brewing at any time from July 28, 2022, through June 1, 2024, you will still receive your portion of the PAGA Settlement and you will be bound by the more limited release set forth in section 8(B).

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

(d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objection to the Settlement Administrator at the address specified in Section 12 below. The deadline to postmark your objection is **[60 days from mailing]**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Soliz v Dust Bowl Brewing Co., LLC., Stanislaus County Superior Court Case No. CV-23-004243*).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release award to the Plaintiff, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on _____, 2024 at _____.m., in Department 24 of the Stanislaus County Superior Court, City Towers Bldg., 801 10th St, 4th Floor, Modesto, CA 95354. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time. You have the option to attend the Final Approval Hearing by telephone.

11. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Stanislaus County Superior Court, City Towers Bldg., 801 10th St, 4th Floor, Modesto, CA 95354, subject to the procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at www.____ or you may contact the Settlement Administrator as follows:

[insert administrator contact information]

You may also contact Class Counsel at the addresses and telephone numbers provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

**IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY
IF YOU HAVE A CHANGE OF ADDRESS**

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-_____.

EXHIBIT B

Electronically Filed
8/13/2025
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Cynthia Hurtado, Deputy

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 29, 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 Elizabeth Parker-
3 Fawley, Aaron Gundzik, Plaintiff Angel Soliz and Nicole Bench of ILYM Group, Inc., the
4 Supplemental Declaration of Elizabeth Parker-Fawley, the Stipulation of Class Action
5 Settlement (“Settlement Agreement”) executed by Plaintiff and Defendant, attached to the
6 Declaration of Elizabeth Parker-Fawley as Exhibit 3 and the Notice of Proposed Class
7 Action Settlement (“Notice of Settlement”) attached as Exhibit A to the Settlement
8 Agreement, makes the following findings:

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

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

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

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

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

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

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

27 v. From the gross settlement amount, the parties propose to deduct fees
28 for settlement administration costs in the amount of \$10,000, a service and release award in

1 the amount of \$5,000 to the Representative Plaintiff, Angel Soliz, \$100,000 which will be
2 allocated to Plaintiff's PAGA claim, seventy-five percent (75%) of which will be paid to the
3 California Labor & Workforce Development Agency ("LWDA") and twenty-five percent
4 (25%) of which will be paid to the PAGA employees, Class Counsel's reasonable and actual
5 costs in an amount not to exceed \$25,000, Class counsel's attorneys' fees as approved by the
6 Court, but not to exceed 35% of the Gross Settlement Amount, and Employer's Withholding
7 Share.

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

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

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

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

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

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

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

23 1. The motion is granted.

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

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

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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 Aiwarzian, 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 January 2, 2026 For remailed notices, the deadline shall be the earlier of January
22 2, 2026 or ten days before the final approval hearing.

23 13. The Court directs that all requests for exclusion must be sent to the
24 Settlement Administrator and postmarked (if mailed) or received (if faxed or emailed) no
25 later than January 2, 2026. For remailed notices, the deadline shall be the earlier of January
26 2, 2026 or ten days before the final approval hearing.

27 14. A Final Approval Hearing on the question of whether the proposed class
28 settlement should be finally approved as fair, reasonable, and adequate as to the members

1 of the proposed settlement class, for approval of Class Counsel's Attorneys' Fees and Class
2 Counsel's Costs, for approval of the service and release award to the class representative,
3 for approval of the fees of the settlement administrator is set for February 3, 2026, at 8:30
4 a.m. in Department 24 of the above-entitled Court.

5 15. The Court orders that the papers in support of the final approval of the
6 settlement and Plaintiff's award of attorneys' fees and costs shall be filed on or before
7 January 8, 2026.

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16. Based on the terms of the Settlement Agreement, the following sets forth the 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	August 18, 2025
Deadline to mail Notice of Settlement to Class Members	September 2, 2025
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")	January 2, 2026
Deadline for Settlement Administrator to provide counsel for the Parties a complete list of all Class Members who timely submitted a Request for Exclusion.	3 calendar days after Response Deadline
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	January 8, 2026
Deadline for Filing any written opposition to Plaintiff's Motion for Final Approval of Settlement or any response to an objection to the Settlement	January 21, 2026
Deadline for Filing any written Reply to Opposition to Motion for Final Approval of Settlement	January 27, 2026
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	February 3, 2026, at 8:30 a.m.

Dated: 8/13/2025



Hon. Sonny S. Sandhu

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EXHIBIT 1
(Notice of Settlement)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Soliz v Dust Bowl Brewing Co., LLC, Stanislaus County Superior Court Case No. CV-23-004243

If you have been employed in California by DUST BOWL BREWING CO., LLC, as a non-exempt employee, you may be entitled to receive money from a class action settlement.

*The Stanislaus County Superior Court authorized this notice.
This is not a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Stanislaus County Superior Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees who worked for **DUST BOWL BREWING CO., LLC**, (“Defendant” or “Dust Bowl Brewing”) in California during the Class Period (July 28, 2019, through June 1, 2024). A hearing to determine whether the settlement should receive the Court’s final approval will be held on _____ at _____.m. in Department 24 of the Stanislaus County Superior Court, which is located at City Towers Bldg., 801 10th St, 4th Floor, Modesto, CA 95354.

This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than [60 days from mailing] otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against Dust Bowl Brewing, as described in Section 8 of this Notice.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by Defendant’s records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all non-exempt employees who worked for Dust Bowl Brewing in California at any time from July 28, 2019, through June 1, 2024. You are receiving this notice because, according to Dust Bowl Brewing’s records, you may be eligible to participate in the settlement.

3. DESCRIPTION OF THE ACTION

A former employee of Dust Bowl Brewing filed a class action against Dust Bowl Brewing in the Stanislaus County Superior Court. The case is called *Soliz v Dust Bowl Brewing Co., LLC*, Stanislaus County Superior Court Case No. CV-23-004243 (the “Action”). The Action alleges that Plaintiff and other the non-exempt employees of Dust Bowl Brewing were, among other things, not paid for all of their work, not paid all overtime wages owed, not provided with compliant meal and rest breaks, not provided compliant wage statements, not reimbursed for their necessary expenditures, not provided with paid sick leave and were not paid all amounts due at separation. Based on these facts and others, Plaintiffs’ First Amended Complaint alleges causes of action for: (1) Violation of California Labor Code sections 510 and 1198 (unpaid overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Violation of California Labor Code section 226.7 (unpaid rest period premiums); (4) Violation of California Labor Code sections 1194, 1197 and 1197.1 (unpaid minimum wages); (5) Violation of California Labor Code sections 201, 202 and 203 (final wages not timely paid); (6) Violation of California Labor Code sections 204 and 210 (wages not timely paid during employment); (7) Violation of California Labor Code section 226(a) (non-compliant wage statements); (8) Violation of California Labor Code section 1174(d) (failure to keep requisite employment and payroll records); (9) Violation of California Labor Code sections

FOR MORE INFORMATION CALL 1-800-_____.

2800 and 2802 (unreimbursed business expenses); (10) Violation of California Labor Code section 246 (paid sick leave); (11) Violation of California Business & Professions Code sections 17200, et seq.; and (12) Violation of California Labor Code sections 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

Dust Bowl Brewing denies all liability, denies all allegations in the Action, and has raised various defenses to the claims. Dust Bowl Brewing asserts that it fully complied with all applicable wage and hour laws and contends that civil penalties under PAGA are not warranted. Dust Bowl Brewing also denies that the Action is suitable for class certification. Dust Bowl Brewing has entered into the Settlement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to any wrongdoing or liability.

The Court has made no ruling on the merits of the alleged claims, or the defenses asserted by Dust Bowl Brewing. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for _____, 2025 at _____.m. (the “Final Approval Hearing”).

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiffs and the class (“Class Counsel”) are:

Arby Aiwazian Joanna Ghosh LAWYERS for JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, CA 91203 Tel: (818) 265-1020 / Fax: (818) 265-1021	Aaron C. Gundzik Rebecca Gundzik GUNDZIK GUNDZIK HEEGER LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Tel: (818) 290-7461
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Attorneys representing Dust Bowl Brewing are:

Stacy L. Henderson Raquel A. Hatfield HENDERSON HATFIELD, A Professional Corporation 1101 15 TH Street, Suite 2100 Modesto, CA 95354 Tel: (209) 599-2003
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5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: www._____.

Dust Bowl Brewing has agreed to pay \$1,000,000 to settle any and all obligations for the claims alleged in the Action. This amount is called the Settlement Sum. As discussed below, the Settlement Sum will be used to cover all payments to the settlement class, settlement administration costs, attorneys’ fees and costs, service award to the Plaintiff, required tax payments and withholdings, and funds owed to the state of California and the PAGA Employees in settlement of the PAGA claims for penalties. The remaining amount (called the Net Settlement Amount), approximately \$510,000, will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys’ Fees and Costs: Class Counsel has worked on this matter without compensation and has advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$350,000 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$25,000. Subject to court approval, the attorneys’ fees and costs will be deducted from the Settlement Sum.

FOR MORE INFORMATION CALL 1-800-_____.

(b) Service Award to the Plaintiff: The Plaintiff is requesting an award not to exceed \$5,000, in addition to the amount she will receive as a member of the class and as PAGA Employee, to compensate her for undergoing the burden and expense of prosecuting the action. Subject to court approval, the service award will be deducted from the Settlement Sum.

(c) Settlement Administration Costs: The Settlement Administrator, ILYM Group, Inc. has advised the parties that the settlement administration costs will not exceed \$10,000. Subject to court approval, the settlement administration costs will be deducted from the Settlement Sum.

(d) Employee and Employer's Required Withholdings. Both the employees' and employer's share of all federal, state, and local taxes and required withholdings, including without limitation, FICA, Medicare tax, FUTA, and state unemployment taxes will be deducted from the Settlement Sum.

(e) Payments for PAGA Penalties: Subject to the Court's approval, a total of \$100,000 will be deducted from the Settlement Sum and allocated to settle allegations that Dust Bowl Brewing owes penalties to the state for alleged violations of the California Labor Code. Of this amount, \$75,000 (75%) will be paid to the California Labor & Workforce Development Agency ("LWDA"). The other 25%, which is \$25,000, will be distributed to class members who worked for Dust Bowl Brewing at any time during the PAGA Period, which is from July 28, 2022, through June 1, 2024 ("PAGA Employees"). Each PAGA Employee's portion of the \$25,000 in penalties will be calculated by dividing the individual's number of pay periods received during the PAGA Period by the total number of pay periods received during the PAGA Period by all PAGA Employees and multiplying the resulting fraction by \$25,000.

(f) Payments to Settlement Class Members: The remainder of the Settlement Sum (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all of the Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek is a full or partial week that a class member worked for Dust Bowl Brewing for at least one day during the Class Period.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to Dust Bowl Brewing's records, you worked a total of __ qualifying workweeks during the Class Period as a Class Member. Dust Bowl Brewing's records also show that you received a total of __ pay checks during the PAGA Period. Based upon this information, under the settlement, you will receive approximately \$_____. This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service award to Plaintiff, payment to the LWDA, and disputes by other class members regarding their qualifying pay periods during the Class Period.

To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise, it will be voided and the amount of your settlement payment will be sent to the Jessica's House in Turlock, California, and you will not receive any further payment as a result of the settlement.

For tax purposes, your Class settlement payment will be considered 20% as wages and reported on a W-2 form. Applicable employment taxes and fees, including Dust Bowl Brewing's portion of such taxes and fees, will be deducted from the wage portion of your settlement payment. The other 80% of your class settlement payment will be considered as penalties and interest. These amounts will be reported on an IRS Form 1099. If you are also a PAGA Employee, your share of the PAGA

FOR MORE INFORMATION CALL 1-800-_____.

Amount will be deemed penalties and reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

8. RELEASE OF CLAIMS

A. Release by Class Members who do not exclude themselves from the Settlement.

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release Dust Bowl Brewing and any of its former, current and future parents, dbas, subsidiaries, affiliates, divisions, related entities, joint venturers, and any other entities that could be considered to have jointly employed the Class Members or PAGA Employees as well as each of their respective officers, directors, members, managers, owners, co-owners, executives, partners, employees, executive-level employees, stockholders, shareholders, investors, principles, subsidiaries, insurers, reinsurers, agents, attorneys, heirs, estates, executors, spouses, associates, representatives, administrators, fiduciaries, trustees, accountants, auditors, company sponsored employee benefit plans, predecessors, successors, assigns, legal representatives, and all other legal entities affiliated with the foregoing, from all claims arising during the Class Period, under state, federal, and/or local law, arising out of the claims expressly pleaded in the First Amended Complaint and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the First Amended Complaint or are related to the facts asserted therein, including, but not limited to, all claims for: (1) failure to pay overtime wages and/or pay overtime wages at the correct rate under Labor Code Sections 510 and 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sections 226.7 and 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Section 226.7; (4) failure to pay minimum wages and/or pay minimum wages at the correct rate under Labor Code Sections 1194, 1197 and 1197.1; (5) failure to timely pay wages upon termination under Labor Code Sections 201, 202 and 203; (6) failure to timely pay wages during employment under Labor Code Sections 204 and 210; (7) failure to provide accurate, itemized wage statements (based on both direct and derivative theories of liability) under Labor Code Section 226; (8) failure to maintain requisite employment and/or payroll records under Labor Code Section 1174(d); (9) failure to reimburse business expenses under Labor Code Section 2800, 2802; (10) failure to provide paid sick leave and/or pay paid sick leave at the correct rate; and, (11) violation of California's unfair competition law under Business and Professions Code Sec. 17200, et seq., and any and all related claims and penalties that arose during the Class Period.

B. Release by Class Members who worked for Dust Bowl Brewing During the PAGA Period.

If you worked for Dust Bowl Brewing at any time from July 28, 2022, through June 1, 2024, you will receive a payment that is your share of the PAGA Employee Portion and you will release Dust Bowl Brewing and any of its former, current and future parents, dbas, subsidiaries, affiliates, divisions, related entities, joint venturers, and any other entities that could be considered to have jointly employed the Class Members or PAGA Employees as well as each of their respective officers, directors, members, managers, owners, co-owners, executives, partners, employees, executive-level employees, stockholders, shareholders, investors, principles, subsidiaries, insurers, reinsurers, agents, attorneys, heirs, estates, executors, spouses, associates, representatives, administrators, fiduciaries, trustees, accountants, auditors, company sponsored employee benefit plans, predecessors, successors, assigns, legal representatives, and all other legal entities affiliated with the foregoing, from all claims for civil penalties under the Labor Code Private Attorneys General Act ("PAGA") that were alleged or that could have been alleged based on the facts and underlying violations alleged in Plaintiff's March 18, 2024, Labor and Workforce Development ("LWDA") notice letter, including, but not limited to (1) failure to pay overtime wages and/or pay overtime wages at the correct rate under Labor Code Sections 510 and 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sections 226.7 and 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Section 226.7; (4) failure to pay minimum wages and/or pay minimum wages at the correct rate under Labor Code Sections 1194, 1197 and 1197.1; (5) failure to timely pay wages upon termination under Labor Code Sections 201, 202 and 203; (6) failure to timely pay wages during employment under Labor Code Sections 204 and 210; (7) failure to provide accurate, itemized wage statements (based on both direct and derivative theories of liability) under Labor Code Section 226; (8) failure to maintain requisite employment and/or payroll records under Labor Code Section 1174(d); and (9) failure to reimburse business expenses under Labor Code Section 2800, 2802; and (10) failure to provide paid sick leave in violation of Labor Code section 246. You cannot exclude yourself from this release.

FOR MORE INFORMATION CALL 1-800-_____.

9. YOUR OPTIONS

As a member of the class, you have several options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Sections 8(A) and 8(B) above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of qualifying workweeks attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Soliz v Dust Bowl Brewing Co., LLC., Stanislaus County Superior Court Case No. CV-23-004243*). You should provide written documentation supporting the number of workweeks you believe that you worked. You must postmark your written statement no later than **[60 days from mailing]**. The Settlement Administrator will consider your dispute and any documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will notify you of its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is **[60 days from mailing]**. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case name (*Soliz v Dust Bowl Brewing Co., LLC., Stanislaus County Superior Court Case No. CV-23-004243*), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before **[60 days from mailing]**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against Dust Bowl Brewing.

Please note, however, that the submission of a Request for Exclusion will not exclude you from the PAGA Settlement. Thus, if you worked for Dust Bowl Brewing at any time from July 28, 2022, through June 1, 2024, you will still receive your portion of the PAGA Settlement and you will be bound by the more limited release set forth in section 8(B).

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

FOR MORE INFORMATION CALL 1-800-_____.

(d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objection to the Settlement Administrator at the address specified in Section 12 below. The deadline to postmark your objection is **[60 days from mailing]**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Soliz v Dust Bowl Brewing Co., LLC., Stanislaus County Superior Court Case No. CV-23-004243*).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release award to the Plaintiff, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on _____, 2024 at _____.m., in Department 24 of the Stanislaus County Superior Court, City Towers Bldg., 801 10th St, 4th Floor, Modesto, CA 95354. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time. You have the option to attend the Final Approval Hearing by telephone.

11. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Stanislaus County Superior Court, City Towers Bldg., 801 10th St, 4th Floor, Modesto, CA 95354, subject to the procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at [www._____](http://www._____.) or you may contact the Settlement Administrator as follows:

[insert administrator contact information]

You may also contact Class Counsel at the addresses and telephone numbers provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

**IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY
IF YOU HAVE A CHANGE OF ADDRESS**

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-_____.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 3415 S. Sepulveda Blvd., Suite 420, Los Angeles, CA 90034.

On August 6, 2025, I served the following document described as

[PROPOSED] ORDER

on the interested parties in this action:

(X) by serving () the original **(X)** true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served via email to the names and email addresses listed on the Service List attached hereto.

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on August 6, 2025, at Sherman Oaks, California.



Aaron Gundzik

SERVICE LIST

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Attorneys for Plaintiff

EXHIBIT C

ANGEL SOLIZ V. DUST BOWL BREWING CO., LLC
Stanislaus Superior Court Case No. CV-23-004243

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Angel Soliz (“Plaintiff”) during the Case	28.5
Investigate, Communicate with, and/or Interview Putative Class Members and Percipient Witnesses	26.4
Pleadings and Court Filings	
Investigate the Merits of Plaintiff’s Claims, Legal Research and Analysis of All Claims Involved, Draft Plaintiff’s Class Action Complaint for Damages (filed on July 28, 2023)	7.9
Review Notice of Case Management Conference (filed July 28, 2023)	0.1
Review and Analyze Defendant Dust Bowl Brewing Co., LLC’s General Denial and Affirmative Defenses to Plaintiff’s Class Action Complaint (served on October 13, 2023), and Research Affirmative Defenses Therein	2.5
Review Defendant’s Case Management Statement for Case Management Conference (served on November 16, 2023)	0.5
Draft Plaintiff’s Notice of Posting Jury Fees (filed November 17, 2023)	0.1
Draft Plaintiff’s Case Management Conference Statement (filed November 17, 2023)	0.5

Draft Notice of Remote Appearance (filed November 30, 2023)	0.1
Meet and Confer with Defendant's Counsel, Draft and/or Revise Parties' Stipulation for a Protective Order and [Proposed] Order (filed January 16, 2024)	3.2
Review Court's Order on Parties' Stipulation for a Protective Order (filed January 24, 2024)	0.1
Draft Plaintiff's Notice of Entry of Judgment or Order (filed January 25, 2024)	0.1
Meet and Confer with Defendant's Counsel, Draft and/or Revise Joint Stipulation and [Proposed] Order to Stay Case, Litigation Dates and Discovery Pending Mediation (filed January 25, 2024)	4.5
Review Court's Joint Stipulation and Order to Stay Case, Litigation Dates and Discovery Pending Mediation (filed January 26, 2024)	0.1
Draft Notice of Settlement of Entire Case (filed March 29, 2024)	0.3
Review Court's Minute Order (filed May 7, 2024)	0.1
Draft Notice of Association of Counsel (filed on May 10, 2024)	0.1
Review Court's Minute Order re Order of Continuance (filed August 1, 2024)	0.1
Meet and Confer with Defendant's Counsel and Draft Stipulation and [Proposed] Order For Leave to File First Amended Complaint (filed November 5, 2024)	0.5
Draft and/or Review Plaintiff's Notice of Entry of Order Re Leave to File First Amended Complaint (filed November 5, 2024)	0.1
Research and Draft Plaintiff's First Amended Class and Representative Action Complaint for Damages and Civil Penalties (filed November 20, 2024)	3.5

Draft Plaintiff's Notice of Change of Address (filed January 15, 2025)	0.1
Draft and/or Review Plaintiff's Notice of Change of Address (filed February 7, 2025)	0.1
Draft and/or Review Notice of Entry of Order Re Preliminary Approval of Class Action Settlement (filed August 13, 2025)	0.3
Appearances	
Prepare for and Virtually Attend Case Management Conference (December 4, 2023)	0.5
Prepare for, and Telephonically Attend Hearing on Courts's Motion to Dismiss (June 6, 2025)	1.0
Prepare for, and Telephonically Attend Hearing on Plaintiff's Motion for Final Approval (February 3, 2026)(Anticipated)	1.0
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Angel Soliz (served on May 25, 2023)	0.5
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Angel Soliz	2.4
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on October 6, 2023)	4.8
Review Defendant Dust Bowl Brewing Co., LLC's Verified Response to Plaintiff Angel Soliz's Special Interrogatories, Set One (served on January 18, 2024)	0.5

Draft <i>Belaire-West</i> Notice and Postcard, Meet and Confer with Defendant, and Coordinate <i>Belaire-West</i> Administration	6.0
Review Class List (served March 5, 2024)	1.0
Letters and Correspondence	
Draft Notice of California Labor and Workforce Development Agency re: Claims of Plaintiff under the Private Attorneys General Act (served on March 18, 2024)	1.8
Draft Notice of California Labor and Workforce Development Agency re: Amended Claims of Plaintiff under the Private Attorneys General Act (served on September 20, 2024)	0.8
Draft Correspondence to, and Respond to Correspondence from, Defense Counsel	23.0
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant, and Other Sources Prior to Mediation	18.5
Review Dust Bowl Brewing Co., LLC's Mediation Brief Subject to California Evidence Code §§1119, 1152 (March 6, 2024)	3.5
Prepare for Mediation, Including Researching Settlement Related Issues and Merits of Claims, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief, and Performing Damages Analysis/Calculations (submitted on March 14, 2024)	29.6
Attend Mediation Session (March 14, 2024 via video conference)	14.5
Review, Revise, Negotiate, and Finalize Memorandum of Understanding (executed on August 15, 2024)	12.6
Engage in Additional Settlement Negotiations with Mediator (January 27, 2025)	1.5

Review, Revise, Negotiate, and Finalize Stipulation of Class Action and PAGA Settlement (executed on April 10, 2025), and Draft Notice of Class Action Settlement	6.4
Coordinate Settlement Administration with Settlement Administrator, Ongoing Monitoring of Settlement Administration, and Respond to Class Inquiries	2.0
Law and Motion	
Draft and/or Review Plaintiff's Opposition to Court's Motion to Dismiss Action; Declaration of Aaron Gundzik (filed May 19, 2025)	0.2
Review Court's Minute Order re Hearing on Court's Motion to Dismiss (filed June 5, 2025)	0.1
Draft Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof; Declarations of Angel Soliz, Aaron C. Gundzik, Elizabeth Parker-Fawley in Support Thereof; and [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 (filed June 11, 2025)	7.8
Review Court's Tentative Ruling re Motion for Preliminary Approval of Class Action Settlement (July 8, 2025)	0.3
Review Court's Minute Order re Motion for Preliminary Approval of Class Action Settlement Hearing (filed July 9, 2025)	0.1
Review Court's Ruling and Return of [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 (filed July 19, 2025)	0.1

Draft Supplemental Declaration of Elizabeth Parker-Fawley in Support of Plaintiff's Motion for Preliminary Approval of Class Action settlement (filed July 22, 2025)	3.5
Review Court's Tentative Ruling re Motion for Preliminary Approval of Class Action Settlement (July 28, 2025)	0.1
Review Court's Minute Order re Plaintiff's Motion for Preliminary Approval of Class Action Settlement (filed July 29, 2025)	0.1
Review Court's Minute Order re Court's Motion to Dismiss Hearing (filed July 29, 2025)	0.1
Draft [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 (filed August 6, 2025)	0.1
Review Court's Order Granting Preliminary Approval of Class Action Settlement (filed August 13, 2025)	0.1
Draft Plaintiff's Notice of Motion and Motion for Final Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof; Declarations of Angel Soliz, Aaron C. Gundzik, Elizabeth Parker-Fawley in Support Thereof; and [Proposed Order] and Final Judgment (filed January 8, 2026)	6.5
Total Hours:	230.8

EXHIBIT D

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Soliz vs. Dust Bowl Brewing Co., LLC

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
5/25/2023	U.S. Postmaster	Postage	\$8.13
7/31/2023	Legal Document Server, Inc.	Attorney Service	\$115.43
7/31/2023	Stanislaus Superior Court	Complex Filing Fee	\$1,000.00
7/31/2023	Stanislaus Superior Court	Complaint Filing Fee	\$435.00
9/11/2023	Legal Document Server, Inc.	Attorney Service	\$15.55
11/21/2023	Legal Document Server, Inc.	Attorney Service	\$26.13
11/21/2023	Stanislaus Superior Court	Jury Fee	\$150.00
11/29/2023	Stanislaus Superior Court	Remote Appearance Fee	\$30.35
12/4/2023	Legal Document Server, Inc.	Attorney Service	\$15.55
1/16/2024	Legal Document Server, Inc.	Attorney Service	\$11.95
1/16/2024	ADR Services, Inc.	Mediation Fee	\$4,795.00
1/24/2024	Legal Document Server, Inc.	Attorney Service	\$17.09
1/24/2024	Stanislaus Superior Court	Document Download Fee	\$20.00
1/25/2024	Legal Document Server, Inc.	Attorney Service	\$11.95
1/26/2024	Legal Document Server, Inc.	Attorney Service	\$32.64
1/26/2024	Stanislaus Superior Court	Stipulation & Order Fee	\$20.00
3/7/2024	General Logistics Systems US, Inc.	Courier Service	\$25.96
3/8/2024	General Logistics Systems US, Inc.	Courier Service	\$25.96
3/14/2024	Aliza Grossman	Travel Reimbursement	\$70.13
3/18/2024	U.S. Postmaster	Postage	\$10.64
3/18/2024	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
3/28/2024	Legal Document Server, Inc.	Attorney Service	\$11.95
4/3/2024	Legal Document Server, Inc.	Attorney Service	\$15.55
5/13/2024	Legal Document Server, Inc.	Attorney Service	\$15.70
6/14/2024	ILYM Group, Inc.	Notice Mailing	\$451.01
9/20/2024	U.S. Postmaster	Postage	\$11.82
2/14/2025	Legal Document Server, Inc.	Attorney Service	\$18.15
7/8/2025	CPAnalytics	Data Analysis of Sampling of Time Records	\$6,785.00
7/23/2025	Legal Document Server, Inc.	Attorney Service	\$18.89
Total:			<u>\$14,240.53</u>