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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
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Notice of Motion and Motion for
Preliminary Approval of Class Action
Settlement; Declaration of Aaron C.
Gundzik; Declaration of Proposed Class
Representative Angel Soliz; Declaration
of Settlement Administrator ILYM
Group, Inc. and [Proposed] Order filed
concurrently herewith]

Hearing Date: July 9, 2025
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.

PROCEDURAL HISTORY

2. On July 28, 2023, Plaintiff filed the Class Action Complaint for Damages in the Superior Court for the County of Stanislaus thereby commencing the above-captioned lawsuit. The original complaint, which is still the operative complaint, alleges the following causes of action against Defendant: (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 section 204 (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 records); (9) Violation of California Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (10) Violation of California Business & Professions Code sections 17200, et seq.

3. On March 18, 2024, Plaintiff provided notice pursuant to California Labor Code section 2699 to Defendant and the Labor & Workforce Development Agency (“LWDA”) of the alleged California Labor Code violations committed against Plaintiff and the other aggrieved employees (“PAGA Notice”). A true and correct copy of Plaintiff’s PAGA Notice is attached hereto as **EXHIBIT 1**.

4. On September 20, 2024, Plaintiff sent an amended PAGA Notice to Defendant and the LWDA (“Amended PAGA Notice”). A true and correct copy of Plaintiff’s Amended PAGA Notice is attached hereto as **EXHIBIT 2**.

THE PROPOSED SETTLEMENT

5. Marked and attached hereto as “**EXHIBIT 3**” is a true and correct copy of the Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees, on the one hand, and Defendant Dust Bowl Brewing Co., LLC (“Defendant”), on the other hand (together, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

6. The Settlement provides for a Gross Settlement Amount of One Million dollars (\$1,000,000.00) to be paid on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: Class Counsel’s Attorneys’ Fees of up to \$350,000.00 and Class Counsel’s Costs not to exceed \$25,000.00, a Service Award to Plaintiff of \$5,000.00, PAGA Amount of \$100,000, Settlement Administration Costs to the Settlement Administrator not to exceed \$10,000.00, and the Employer’s Withholding Share. The Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement, and there is no reversion to Defendant.

7. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (\$350,000) and expenses and costs of not more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiff’s motion for final approval of the Settlement and application for the Attorneys’ Fees and Costs at the Final Approval Hearing. A description of the qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can be found in paragraphs 15 through 26, *infra*.

1 8. The Settlement Agreement includes an “escalator” clause, by which if the actual
2 number of workweeks worked by all Settlement Class Members during the Class Period, as reported
3 to the Settlement Administrator after the Court’s preliminary approval of the Settlement is greater
4 than 34,650, then Defendant will have the option to either (a) increase the Gross Settlement Amount
5 in the amount of \$30.30 per workweek above 34,650, or (b) shorten the Class Period and PAGA
6 Period, so that the end dates of the Class Period and PAGA Period fall on to a day on which the
7 workweeks are equal to or less than 34,650 workweeks ("Alternate End Date") so that there is no
8 increase in the Gross Settlement Amount.

9 9. The Settlement Agreement provides for payment of up to \$5,000 to Plaintiff as a
10 Service Award, to be paid out of the Gross Settlement Amount subject to approval by the Court.
11 Plaintiff spent considerable time and effort to produce relevant documents and past employment
12 records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff
13 had several calls with Class Counsel regarding the mediation and specifically, helping them locate
14 helpful documents and connecting them with other employees who could also provide information
15 about their work conditions while they were employed by Defendant. Plaintiff was available
16 whenever Class Counsel needed him and actively tried to obtain information that would benefit the
17 Class. In addition, as part of the Settlement, he agrees to a full release of claims, including a Civil
18 Code section 1542 waiver. Accordingly, it is appropriate and just for Plaintiff to receive a Service
19 Award, in addition to his individual settlement payment, for his services on behalf of the Class.

20 10. The Parties have agreed to retain ILYM Group, Inc. (“ILYM” or “Settlement
21 Administrator”) to handle the notice and settlement administration process. Class Counsel does not
22 have any financial relationship with ILYM and knows of no conflict of interest that would arise from
23 appointing ILYM as the Settlement Administrator. The Parties respectfully request that the Court
24 appoint ILYM to serve as the Settlement Administrator. Within ten days of preliminary approval of
25 this Settlement, Defendant will provide ILYM with the Class Data that Defendant will compile from
26 its records, which will include each Class Member’s full name, last-known mailing and telephone
27 number, Social Security Number, the number of Qualifying Workweeks worked for Defendant
28 during the Class Period, and the number of PAGA Pay Periods worked by each PAGA Employee

1 during the PAGA Period. Using the Class Data, the Settlement Administrator will calculate each
2 Class Member's estimated share of the Net Settlement Amount. Ex. 3, ¶ IV.K.1. Within ten days
3 after receiving the Class Data and after confirming mailing addresses with the National Change of
4 Address database, the Settlement Administrator will mail English and Spanish versions of the Class
5 Notice to all Class Members. Ex. 3, ¶ IV.C. The Settlement Administrator will be responsible for
6 printing, translating, distributing, and tracking Class Notices and other documents for the Settlement,
7 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
8 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports
9 and declarations, transmitting funds representing uncashed checks after the void date to the *cy pres*
10 recipient, and other duties and responsibilities set forth to process the Settlement, and as requested
11 by the Parties. Ex. 3, ¶ IV.L. Settlement Administration Costs are currently estimated not to exceed
12 Ten Thousand Dollars and Zero Cents (\$10,000.00) and will be paid out of the Gross Settlement
13 Amount, subject to approval of the Court. Ex. 3, ¶ II.MM.

14 11. Under the Settlement Agreement, all employer-side tax obligations associated with
15 the Gross Settlement Amount ("Employer's Withholding Share") will be paid from the Gross
16 Settlement Amount. Ex. 3, ¶ II.O. Notwithstanding the Parties intention that the Employer's
17 Withholding Share will be paid from the Gross Settlement Amount, should the Court require
18 Defendant to separately pay the Employer's Withholding Share in addition to the Gross Settlement
19 Amount, then Defendant will pay that amount separately. *Id.* Each Settlement Class Member's
20 Individual Settlement Share will be allocated 20% to wages and 80% to penalties and interest. Ex.
21 3, ¶ IV.K.6. The Settlement Administrator will withhold the employee's share of taxes and
22 withholdings with respect to the wages portion of the Individual Settlement Shares. Ex. 3, ¶ IV.K.7.

23 **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

24 12. **Ascertainability:** The proposed Class is defined as all current and former hourly-
25 paid or non-exempt employees of Defendant in California employed during the Class Period, which
26 is July 28, 2019, through June 1, 2024, unless Defendant has and exercises its option under Section
27 IV.I of the Settlement Agreement to shorten the Class Period. Ex. 3, ¶¶ II.C, II.I, IV.1.

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1 13. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be
2 approximately 708 individuals who worked an estimated total of 34,650 workweeks.

3 14. **Commonality:** Based on investigation and information discovered, Class Counsel
4 believes that there is sufficient evidence to support the allegations made in the lawsuit, including the
5 allegations that Defendant, with respect to Plaintiff and Class Members, *inter alia*, failed to properly
6 pay overtime and minimum wages and associated premium pay, failed to provide compliant meal
7 and rest periods and to pay associated premium pay, failed to timely pay wages during employment
8 and upon termination of employment, failed to provide compliant wage statements, failed to
9 maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby
10 engaged in unfair business practices. Plaintiff also asserted that Class Members were expected to
11 perform similar job duties and were subject to the same or similar operations and employment
12 policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's recordkeeping
13 practices with respect to Plaintiff and Class Members were substantially the same during the Class
14 Period. As a result of said alleged uniform practices, Plaintiff claims that the Class Members were
15 not paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's
16 view, it is clear that the outcome of this litigation would be determined by evidence of Defendant's
17 uniform operations and employment practices, policies, and procedures that Plaintiff alleges applied
18 to all of Defendant's non-exempt employees in California during the Class Period.

19 15. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing a
20 class action against his former employers. Plaintiff spent considerable time and effort to produce
21 relevant documents and past employment records and to provide the facts and evidence necessary to
22 attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and
23 actively tried to obtain information that would benefit the Class. Plaintiff has no interests that are
24 adverse to the Class. Plaintiff was employed by Defendant during the Class Period and subject to
25 the same alleged violations and the same policies, practices, and procedures. Plaintiff took on the
26 challenge and risk of commencing and maintaining this action, and he has not yet received any
27 monetary benefit for his service to date. Plaintiff put his own interests aside and brought a publicly
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1 filed lawsuit against an employer not just for his own benefit, but, instead, on behalf of other
2 employees.

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

4 16. Lawyers *for* Justice, PC and our co-counsel, Gundzik Gundzik Heeger LLP
5 (collectively as “Class Counsel”), have been responsible for representing Plaintiff in this matter. For
6 over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of
7 consumer and employment class actions, involving wage-and-hour claims, race discrimination,
8 unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is attorney of record
9 in over a dozen employment-related putative class actions in both state and federal courts in the State
10 of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex
11 wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm
12 has successfully litigated cases involving the executive, administrative, and other overtime
13 exemptions to the State of California and federal overtime compensation requirements. During a
14 relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered
15 millions of dollars on behalf of thousands of individuals in California. Below is a summary of the
16 experience and qualifications of the attorneys at Lawyers *for* Justice, PC. Additional attorney and
17 non-attorney staff have also worked on the above-captioned matter.

18 17. Edwin Aiwarzian is the Managing Member and Shareholder of Lawyers *for* Justice,
19 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and
20 earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has
21 extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute
22 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has
23 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October
24 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
25 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
26 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
27 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
28 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the

1 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In
2 December of 2004, he obtained a license to practice law from the California State Bar. Since in or
3 around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively
4 focused on the prosecution of consumer and employment class actions. While employed by Lawyers
5 *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred
6 fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over
7 one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many
8 cases in conjunction with co-counsel, he has successfully litigated cases involving the executive,
9 administrative, and other overtime exemptions to the State of California and federal overtime
10 compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully
11 obtained class certification by contested motion practice in approximately fifteen (15) cases in the
12 last decade and litigated over 1,000 class action or representative action cases.

13 18. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received
14 his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum
15 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From
16 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable
17 Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From
18 approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the
19 Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He
20 was admitted to practice law in California in 2010. He is admitted to practice before all courts of
21 the State of California and all United States District Courts in the State of California. He has worked
22 on many wage-and-hour class action and representative action cases, taking the lead in taking and
23 defending depositions, arguing motions, and attending mediations. He has played an integral role
24 in preparing matters for class certification, including and not limited to, successful certification of a
25 class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012),
26 *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and
27 *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has
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1 worked on over one hundred (100) class action or representative action cases which have resulted in
2 settlement.

3 19. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
4 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science
5 degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown
6 University Law Center in 2010. She is admitted to practice in California (since 2010) and in New
7 York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S.
8 Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken
9 and defended dozens of depositions and successfully handled motion practice in class action cases
10 regarding discovery (including and not limited to, regarding class contact information), class
11 certification (both contested class certification and stipulated class certification), arbitration
12 agreements, coordination, intervention. She has successfully handled briefing and oral argument on
13 appeal, and obtained notable decisions regarding the Private Attorneys General Act and employer
14 efforts to compel arbitration of PAGA claims, e.g., *Betancourt v. Prudential Overall Supply*, 9
15 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S.,
16 Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive
17 experience with class action and/or representative action settlements. Under her, Edwin Aiwarzian,
18 and Arby Aiwarzian's supervision, the firm has handled the class certification and court approval
19 process for hundreds of class action and/or representative action matters that have successfully
20 resolved. She is a member of the California Employment Lawyers Association.

21 20. I am the Senior Director of Litigation at Lawyers for Justice, PC. I earned my
22 Bachelor of Arts in History at Chapman University in 2011 and my Juris Doctor from the UCLA
23 School of Law in 2014. In December 2014, I obtained a license to practice law from the California
24 State Bar. I am admitted to practice in all courts in the State of California, as well as the Central,
25 Southern, Northern, and Eastern District Courts of California and the Ninth Circuit Court of Appeal.
26 Since December 2014, I have worked at Lawyers for Justice, PC, and my practice has almost
27 exclusively focused on the prosecution of employment class actions and representative actions,
28 handling cases in all stages of litigation from initial pleadings to assisting with class action trial

1 matters, attending mediations, and preparing class action settlements. Previously, I oversee
2 approximately between fifteen and twenty-five attorneys working on hundreds of employment class
3 actions and representative actions and provided internal training for our litigation practice group and
4 post-bar law clerks. I oversee the legal practices of the firm, review and advise attorneys on work
5 product and practices, provide training, and supervise cases from their inception to final accounting.
6 I am a member of the California Lawyers Association Labor & Employment Group and the
7 California Employment Lawyers Association.

8 **THE SETTLEMENT AND SUMMARY OF WORKED PERFORMED**

9 21. The effectiveness of Class Counsel in prosecuting this matter has translated into
10 tangible monetary benefits for the Class Members in the following respects: (1) Class Members
11 recover over a reasonably short period of time as opposed to waiting additional years for the same,
12 or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class
13 action settlements of this type given the strengths and weaknesses of the case; and (3) significant
14 savings in Class Counsel's fees and/or costs that would have only increased significantly had the
15 case progressed through certification, trial, and/or appeals.

16 22. Class Counsel has litigated the matter for nearly two years and was actively preparing
17 the matter for class certification and trial. The Parties have engaged in extensive settlement
18 negotiations and on March 14, 2024, participated in a mediation conducted by the Honorable Raul
19 Ramirez (Ret.), a former Superior Court and District Court judge and a well-respected mediator
20 experienced in mediating complex labor and employment matters. Although the mediation did not
21 result in an immediate settlement, the parties continued to negotiate with the assistance of the
22 mediator and eventually reached a Memorandum of Understanding after five months negotiating.
23 Thereafter, the parties negotiated the Settlement Agreement over the course of several months,
24 which included reengaging the services of the mediator. In the course of the litigation and in
25 connection with the mediation and settlement discussions, the Parties exchanged extensive
26 information and engaged in discussions regarding their evaluations of the case and various aspects
27 of the case, including but not limited to, the risks and delays of further litigation, the risks to the
28 Parties of proceeding with class certification and/or representative adjudication, the law relating to

1 off-the-clock theory, meal and rest periods, and state wage-and-hour law and enforcement, as well
2 as the evidence produced and analyzed, and the possibility of appeals, among other things. During
3 all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial
4 position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its
5 counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and
6 Class Counsel believed that they would be able to obtain class certification and prevail at trial. After
7 conducting investigations and informal discovery and exchange of information, extensive settlement
8 negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is
9 well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the
10 costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable,
11 and adequate resolution of the Released Claims of Plaintiff and Settlement Class Members, against
12 the Released Parties.

13 23. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
14 and scope of the claims, and was preparing the actions for class certification and trial. Plaintiff
15 conducted significant investigation and informal discovery regarding the facts of the case, including
16 and not limited to, the exchange, review, and analysis of a large volume of documents and data
17 obtained from Defendant, Plaintiff, and other sources. The volume of data and documents that Class
18 Counsel reviewed and analyzed included and was not limited to: a sampling of approximately 26%
19 of Class Members' time and payroll data, Plaintiff's personnel records, Defendant's employee
20 handbook, personnel forms, the class list, and earning statements, among other information and
21 documents. Class Counsel had the opportunity to interview Plaintiff and other Class Members to
22 gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on
23 numerous occasions, e.g., to discuss issues relating to the pleadings and the production of documents
24 and data prior to the mediation. Class Counsel also drafted pleadings and the mediation brief and
25 prepared for and attended court proceedings, mediation, and continued settlement negotiations,
26 among other tasks.

27 24. Counsel for the Parties have also invested time researching and investigating the
28 applicable law, which is constantly evolving as it relates to certification, off-the-clock theory, meal

1 and rest periods, state wage-and-hour law and enforcement, Plaintiff's claims and damages, and
2 Defendant's defenses thereto, as well as facts discovered. Based on our analysis, I believe that the
3 result achieved in this litigation is fair, adequate, and reasonable.

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

13 26. Defendant, on the other hand, denied and continues to deny any liability and
14 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that the
15 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
16 this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
17 also had the opportunity to interview witnesses and review documents and information relating to
18 Plaintiff's and Class Members' employment with Defendant, and Defendant's operations and
19 employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume
20 of documents and data to determine the potential value and strength of the claims. The available
21 information enabled Class Counsel to assess and value the class claims and prepare violation,
22 damages, and penalties analyses models. Accordingly, the Parties have conducted adequate
23 investigation and discovery to be sufficiently informed of the nature and extent of the Class
24 Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy,
25 and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's
26 position and the uncertainty of how the case might have concluded at certification, trial, and/or
27 appeals.

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27. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, the Class, and State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

28. In May of 2024, Lawyers for Justice, PC entered into an Agreement Regarding Joint Prosecution, Fee Splitting and Costs with Gundzik Gundzik Heeger LLP, a true and correct copy of which is attached hereto in “**EXHIBIT 4.**”

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

Executed on this 11th day of June 2025, at Glendale, California.



Elizabeth Parker-Fawley

EXHIBIT 1



March 18, 2024

BY FILING ON THE CALIFORNIA LABOR & WORKFORCE DEVELOPMENT AGENCY'S ONLINE PAGA FILING SYSTEM

California Labor & Workforce Development Agency

Re: DUST BOWL BREWING CO., LLC

Dear Representative:

We have been retained to represent Angel Soliz against Dust Bowl Brewing Co., LLC (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees) (collectively referred to as "DBBC" or "Defendant") for violations of California wage-and-hour laws.

Mr. Soliz is a named plaintiff in Stanislaus County Superior Court Case No. CV-23-004243, entitled *Soliz v. Dust Bowl Brewing Co., LLC* ("Lawsuit"), which alleges that DBBC violated multiple provisions of the California Labor Code. Attached hereto as "**Attachment A**" is the operative Complaint filed in the Lawsuit.

For all of the reasons set forth in the Complaint, asserted in the Lawsuit, and also those espoused herein, Mr. Soliz seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Soliz will seek penalties on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

During the relevant time period, DBBC employed Mr. Soliz as an hourly-paid, non-exempt employee in the State of California. The "aggrieved employees" that Mr. Soliz seeks penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for DBBC within the State of California.

Based on the facts and theories in the Complaint, asserted in the Lawsuit, and also those espoused herein, DBBC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders.

DBBC required aggrieved employees to perform work off-the-clock before their scheduled shifts, after their scheduled shifts, and during meal breaks, as well as to perform work during rest breaks, and as a result, DBBC failed to properly compensate aggrieved employees for all time worked.

**410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203
(818) JUSTICE / (818) 587-8423
WWW.CALLJUSTICE.COM**

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week, and/or more than six (6) consecutive days in one week, without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Soliz and other aggrieved employees worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek. Therefore, Mr. Soliz and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. DBBC's failure to pay overtime wages also includes, and is not limited to, DBBC's failure to properly calculate the regular rate of pay and failure to include earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials in its calculation of the regular rate of pay used to calculate the overtime rate for the payment of overtime wages. For example, DBBC failed to compensate aggrieved employees at one-and-one half times the appropriate regular rate of pay, instead paying them only their base hourly rate, or at times less than that rate, for hours worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, DBBC required Mr. Soliz and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. DBBC required aggrieved employees to remain working through rest breaks, failed to relieve aggrieved employees of all duties and relinquish control over how they spent their meal and rest breaks, and failed to provide compliant meal periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, DBBC failed to pay Mr. Soliz and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay the wages of an employee who is discharged or quits, the wages of the employee will continue as a penalty from the day due at the same rate until paid or until an action is commenced. During the relevant time period, DBBC willfully failed to pay the wages due to Mr. Soliz and other aggrieved employees who were discharged or quit, and also failed to pay penalties which accrued due to its willful failure to timely pay wages. For example, Mr. Soliz and other aggrieved employees were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due

upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, DBBC failed to pay Mr. Soliz and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. For example, Mr. Soliz and other aggrieved employees were not timely paid wages during their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, DBBC did not provide Mr. Soliz and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from DBBC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Soliz and other aggrieved employees. For example, Defendant failed to account for and compensate for all time worked “off-the-clock,” and as a result, it failed to provide complete and accurate wage statements.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day’s rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Soliz and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Soliz and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Soliz and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Soliz and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day’s rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, DBBC failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid, to Mr. Soliz and other aggrieved employees. For example, Defendant failed to account for and compensate for all time worked “off-the-clock,” and as a result, it failed to keep accurate and complete payroll records.

California Labor Code California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, DBBC did not provide Mr. Soliz and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.” For example, DBBC effectively paid of zero dollars per hour for time Mr. Soliz and the other aggrieved employees worked off-the-clock performing work duties, which resulted in an underpayment of minimum wages to Mr. Soliz and other aggrieved employees.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Soliz and other aggrieved employees incurred necessary business-related expenses and costs that were not reimbursed by DBBC.

Therefore, on behalf of all aggrieved employees, Mr. Soliz seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, and facts set forth in the attached Complaint and asserted in the Lawsuit, which could be assessed and collected by the Labor and Workforce Development Agency for violation of the California Labor Code, pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us.

With kind regards,



Arman Marukyan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Dust Bowl Brewing Co., LLC
c/o Stacy L. Henderson
HENDERSON HATFIELD
Attorney
1101 15th Street
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EXHIBIT A

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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

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

This case has been assigned to Judge Sandhu, Sonny S.
Dept. 24
Department _____, for all purposes including Trial.

COMES NOW, Plaintiff ANGEL SOLIZ (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Stanislaus. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Stanislaus. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Stanislaus.

PARTIES

5. Plaintiff ANGEL SOLIZ is an individual residing in the State of California, County of Stanislaus.

6. Defendant DUST BOWL BREWING CO., LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Stanislaus.

1 7. At all relevant times, Defendant DUST BOWL BREWING CO., LLC was the
2 “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

3 8. At all times herein relevant, Defendants DUST BOWL BREWING CO., LLC
4 and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
5 employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or
6 assigns, each of the other, and at all times relevant hereto were acting within the course and
7 scope of their authority as such agents, partners, joint venturers, joint employers,
8 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or
9 omissions alleged herein were duly committed with the ratification, knowledge, permission,
10 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

11 9. The true names and capacities, whether corporate, associate, individual or
12 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
13 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
14 information and belief alleges, that each of the defendants designated as a DOE is legally
15 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
16 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
17 Plaintiff will seek leave of court to amend this Complaint to show the true names and
18 capacities when the same have been ascertained.

19 10. Defendant DUST BOWL BREWING CO., LLC and DOES 1 through 100 will
20 hereinafter collectively be referred to as “Defendants.”

21 11. Plaintiff further alleges that Defendants directly or indirectly controlled or
22 affected the working conditions, wages, working hours, and conditions of employment of
23 Plaintiff and the other class members so as to make each of said Defendants employers liable
24 under the statutory provisions set forth herein.

25 **CLASS ACTION ALLEGATIONS**

26 12. Plaintiff bring this action on his own behalf and on behalf of all other members
27 of the general public similarly situated, and, thus, seeks class certification under California
28 Code of Civil Procedure section 382.

1 13. The proposed class is defined as follows:

2 All current and former hourly-paid or non-exempt employees who worked for
3 any of the Defendants within the State of California at any time during the
4 period from four years preceding the filing of this Complaint to final judgment
5 and who reside in California.

6 14. Plaintiff reserves the right to establish subclasses as appropriate.

7 15. The class is ascertainable and there is a well-defined community of interest in
8 the litigation:

9 a. Numerosity: The class members are so numerous that joinder of all class
10 members is impracticable. The membership of the entire class is
11 unknown to Plaintiff at this time; however, the class is estimated to be
12 greater than fifty (50) individuals and the identity of such membership is
13 readily ascertainable by inspection of Defendants' employment records.

14 b. Typicality: Plaintiff's claims are typical of all other class members' as
15 demonstrated herein. Plaintiff will fairly and adequately protect the
16 interests of the other class members with whom he has a well-defined
17 community of interest.

18 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
19 each class member, with whom he has a well-defined community of
20 interest and typicality of claims, as demonstrated herein. Plaintiff has no
21 interest that is antagonistic to the other class members. Plaintiff's
22 attorneys, the proposed class counsel, are versed in the rules governing
23 class action discovery, certification, and settlement. Plaintiff has
24 incurred, and during the pendency of this action will continue to incur,
25 costs and attorneys' fees, that have been, are, and will be necessarily
26 expended for the prosecution of this action for the substantial benefit of
27 each class member.

28 ///

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;

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- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

17. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Stanislaus.

18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately June 2019 to approximately January 2021, in the State of California, County of Stanislaus.

1 19. Defendants hired Plaintiff and the other class members, classified them as
2 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
3 missed meal periods and/or rest breaks.

4 20. Defendants had the authority to hire and terminate Plaintiff and the other class
5 members, to set work rules and conditions governing Plaintiff's and the other class members'
6 employment, and to supervise their daily employment activities.

7 21. Defendants exercised sufficient authority over the terms and conditions of
8 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
9 and the other class members.

10 22. Defendants directly hired and paid wages and benefits to Plaintiff and the other
11 class members.

12 23. Defendants continue to employ hourly-paid or non-exempt employees within the
13 State of California.

14 24. Plaintiff and the other class members worked over eight (8) hours in a day,
15 and/or forty (40) hours in a week during their employment with Defendants.

16 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
18 employees within the State of California. This pattern and practice involved, *inter alia*, failing
19 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
20 breaks in violation of California law.

21 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Plaintiff and the other class members were entitled to receive
23 certain wages for overtime compensation and that they were not receiving accurate overtime
24 compensation for all overtime hours worked.

25 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 failed to provide Plaintiff and the other class members all required rest and meal periods during
27 the relevant time period as required under the Industrial Welfare Commission Wage Orders
28 and thus they are entitled to any and all applicable penalties.

1 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
4 member's regular rate of pay when a meal period was missed, and they did not receive all meal
5 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
6 regular rate of pay when a meal period was missed.

7 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive
9 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
10 member's regular rate of pay when a rest period was missed, and they did not receive all rest
11 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
12 regular rate of pay when a rest period was missed.

13 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other class members were entitled to receive
15 at least minimum wages for compensation and that they were not receiving at least minimum
16 wages for all hours worked.

17 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members were entitled to receive
19 all wages owed to them upon discharge or resignation, including overtime and minimum wages
20 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
21 them at the time of their discharge or resignation.

22 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to receive
24 all wages owed to them during their employment. Plaintiff and the other class members did
25 not receive payment of all wages, including overtime and minimum wages and meal and rest
26 period premiums, within any time permissible under California Labor Code section 204.

27 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Plaintiff and the other class members were entitled to receive

1 complete and accurate wage statements in accordance with California law, but, in fact, they did
2 not receive complete and accurate wage statements from Defendants. The deficiencies
3 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
4 other class members.

5 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Defendants had to keep complete and accurate payroll records
7 for Plaintiff and the other class members in accordance with California law, but, in fact, did
8 not keep complete and accurate payroll records.

9 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members were entitled to
11 reimbursement for necessary business-related expenses.

12 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that they had a duty to compensate Plaintiff and the other class
14 members pursuant to California law, and that Defendants had the financial ability to pay such
15 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
16 represented to Plaintiff and the other class members that they were properly denied wages, all
17 in order to increase Defendants' profits.

18 37. During the relevant time period, Defendants failed to pay overtime wages to
19 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
20 class members were required to work more than eight (8) hours per day and/or forty (40) hours
21 per week without overtime compensation for all overtime hours worked.

22 38. During the relevant time period, Defendants failed to provide all requisite
23 uninterrupted meal and rest periods to Plaintiff and the other class members.

24 39. During the relevant time period, Defendants failed to pay Plaintiff and the other
25 class members at least minimum wages for all hours worked.

26 40. During the relevant time period, Defendants failed to pay Plaintiff and the other
27 class members all wages owed to them upon discharge or resignation.

28 ///

1 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
2 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
3 than forty (40) hours in a workweek.

4 50. The applicable IWC Wage Order further provides that Defendants are and were
5 required to pay Plaintiff and the other class members overtime compensation at a rate of two
6 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

7 51. California Labor Code section 510 codifies the right to overtime compensation
8 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
9 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
10 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
11 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
12 of work.

13 52. During the relevant time period, Plaintiff and the other class members worked in
14 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

15 53. During the relevant time period, Defendants intentionally and willfully failed to
16 pay overtime wages owed to Plaintiff and the other class members.

17 54. Defendants' failure to pay Plaintiff and the other class members the unpaid
18 balance of overtime compensation, as required by California laws, violates the provisions of
19 California Labor Code sections 510 and 1198, and is therefore unlawful.

20 55. Pursuant to California Labor Code section 1194, Plaintiff and the other class
21 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
22 attorneys' fees.

23 **SECOND CAUSE OF ACTION**

24 **(Violation of California Labor Code §§ 226.7 and 512(a))**

25 **(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)**

26 56. Plaintiff incorporates by reference the allegations contained in paragraphs 1
27 through 55, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

1 57. At all relevant times, the IWC Order and California Labor Code sections 226.7
2 and 512(a) were applicable to Plaintiff's and the other class members' employment by
3 Defendants.

4 58. At all relevant times, California Labor Code section 226.7 provides that no
5 employer shall require an employee to work during any meal or rest period mandated by an
6 applicable order of the California IWC.

7 59. At all relevant times, the applicable IWC Wage Order and California Labor
8 Code section 512(a) provide that an employer may not require, cause or permit an employee to
9 work for a work period of more than five (5) hours per day without providing the employee
10 with a meal period of not less than thirty (30) minutes, except that if the total work period per
11 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
12 consent of both the employer and employee.

13 60. At all relevant times, the applicable IWC Wage Order and California Labor
14 Code section 512(a) further provide that an employer may not require, cause or permit an
15 employee to work for a work period of more than ten (10) hours per day without providing the
16 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
17 that if the total hours worked is no more than twelve (12) hours, the second meal period may
18 be waived by mutual consent of the employer and the employee only if the first meal period
19 was not waived.

20 61. During the relevant time period, Plaintiff and the other class members who were
21 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
22 their legally-mandated meal periods by mutual consent, were required to work for periods
23 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
24 minutes and/or rest period.

25 62. During the relevant time period, Plaintiff and the other class members who were
26 scheduled to work for a period of time in excess of six (6) hours were required to work for
27 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
28 (30) minutes and/or rest period.

63. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

64. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

65. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

66. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)

67. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 66, and each and every part thereof with the same force and effect as though fully set forth herein.

68. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

69. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

70. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be

1 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
2 hours or major fraction thereof” unless the total daily work time is less than three and one-half
3 (3 ½) hours.

4 71. During the relevant time period, Defendants required Plaintiff and other class
5 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
6 rest period per each four (4) hour period worked.

7 72. During the relevant time period, Defendants willfully required Plaintiff and the
8 other class members to work during rest periods and failed to pay Plaintiff and the other class
9 members the full rest period premium for work performed during rest periods.

10 73. During the relevant time period, Defendants failed to pay Plaintiff and the other
11 class members the full rest period premium due pursuant to California Labor Code section
12 226.7.

13 74. Defendants’ conduct violates applicable IWC Wage Orders and California
14 Labor Code section 226.7.

15 75. Pursuant to the applicable IWC Wage Orders and California Labor Code section
16 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
17 additional hour of pay at the employees’ regular hourly rate of compensation for each work
18 day that the rest period was not provided.

19 **FOURTH CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

21 **(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)**

22 76. Plaintiff incorporates by reference the allegations contained in paragraphs 1
23 through 75, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 77. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
26 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
27 than the minimum so fixed is unlawful.

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78. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

79. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

80. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

81. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)

82. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

83. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

84. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

85. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

86. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

87. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)

88. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 87, and each and every part thereof with the same force and effect as though fully set forth herein.

89. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

90. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive,

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of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

91. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

92. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

93. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)

94. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions

1 shall be kept on file by the employer for at least three years at the place of employment or at a
2 central location within the State of California.

3 96. Defendants have intentionally and willfully failed to provide Plaintiff and the
4 other class members with complete and accurate wage statements. The deficiencies include,
5 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
6 the other class members.

7 97. As a result of Defendants' violation of California Labor Code section 226(a),
8 Plaintiff and the other class members have suffered injury and damage to their statutorily-
9 protected rights.

10 98. More specifically, Plaintiff and the other class members have been injured by
11 Defendants' intentional and willful violation of California Labor Code section 226(a) because
12 they were denied both their legal right to receive, and their protected interest in receiving,
13 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

14 99. Plaintiff and the other class members are entitled to recover from Defendants the
15 greater of their actual damages caused by Defendants' failure to comply with California Labor
16 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
17 employee.

18 100. Plaintiff and the other class members are also entitled to injunctive relief to
19 ensure compliance with this section, pursuant to California Labor Code section 226(h).

20 **EIGHTH CAUSE OF ACTION**

21 **(Violation of California Labor Code § 1174(d))**

22 **(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)**

23 101. Plaintiff incorporates by reference the allegations contained in paragraphs 1
24 through 100, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 102. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
27 central location in the state or at the plants or establishments at which employees are
28 employed, payroll records showing the hours worked daily by and the wages paid to, and the

number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

103. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

104. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

105. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)

106. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 105, and each and every part thereof with the same force and effect as though fully set forth herein.

107. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

108. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

109. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

110. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)

111. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 110, and each and every part thereof with the same force and effect as though fully set forth herein.

112. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

113. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

114. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate

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California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

115. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

116. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

117. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

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As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

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As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

1 54. For restitution of unpaid wages to Plaintiff and all the other class members and
2 all pre-judgment interest from the day such amounts were due and payable;

3 55. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business and Professions Code sections
6 17200, et seq.;

7 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

9 57. For injunctive relief to ensure compliance with this section, pursuant to
10 California Business and Professions Code sections 17200, et seq.; and

11 58. For such other and further relief as the Court may deem just and proper.

12 Dated: July 27, 2023

LAWYERS for JUSTICE, PC

13
14 By: _____

Arby Aiwanian
Attorneys for Plaintiff

LS/15939

LAWYERS FOR JUSTICE

410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

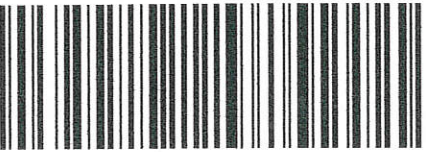
Dust Bowl Brewing Co., LLC
c/o Stacy L. Henderson
HENDERSON HATFIELD
Attorney
1101 15th Street
Modesto, CA 95354

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Attorney
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PAGA Notice

Angel Soliz v. Dust Bowl Brewing Co., LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dust Bowl Brewing Co., LLC
c/o Stacy L. Henderson
HENDERSON HATFIELD
Attorney
1101 15th Street
Modesto, CA 95354

9590 9402 8473 3186 0232 03



2. Article Number (Transfer from service label)

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PS Form 3811, July 2020 PSN 7530-02-000-9053

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EXHIBIT 2



September 20, 2024

BY FILING ON THE CALIFORNIA LABOR & WORKFORCE
DEVELOPMENT AGENCY'S ONLINE PAGA FILING SYSTEM

California Labor & Workforce Development Agency

Re: DUST BOWL BREWING CO., LLC
LWDA Case No. LWDA-CM-1017127-24

Dear Representative:

This is an amendment to the notification letter that provided on March 18, 2024. We have been retained to represent Angel Soliz against Dust Bowl Brewing Co., LLC (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees) (collectively referred to as "DBBC" or "Defendant") for violations of California wage-and-hour laws.

Mr. Soliz is a named plaintiff in Stanislaus County Superior Court Case No. CV-23-004243, entitled *Soliz v. Dust Bowl Brewing Co., LLC* ("Lawsuit"), which alleges that DBBC violated multiple provisions of the California Labor Code. Attached hereto as "**Attachment A**" is the operative Complaint filed in the Lawsuit.

For all of the reasons set forth in the Complaint, asserted in the Lawsuit, and also those espoused herein, Mr. Soliz seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Soliz will seek penalties on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

During the relevant time period, DBBC employed Mr. Soliz as an hourly-paid, non-exempt employee in the State of California. The "aggrieved employees" that Mr. Soliz seeks penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for DBBC within the State of California.

Based on the facts and theories in the Complaint, asserted in the Lawsuit, and also those espoused herein, DBBC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders.

DBBC required aggrieved employees to perform work off-the-clock before their scheduled shifts, after their scheduled shifts, and during meal breaks, as well as to perform work during rest breaks, and as a result, DBBC failed to properly compensate aggrieved employees for all time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week, and/or more than six (6) consecutive days in one week, without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Soliz and other aggrieved employees worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek. Therefore, Mr. Soliz and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. DBBC's failure to pay overtime wages also includes, and is not limited to, DBBC's failure to properly calculate the regular rate of pay and failure to include earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials in its calculation of the regular rate of pay used to calculate the overtime rate for the payment of overtime wages. For example, DBBC failed to compensate aggrieved employees at one-and-one half times the appropriate regular rate of pay, instead paying them only their base hourly rate, or at times less than that rate, for hours worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, DBBC required Mr. Soliz and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. DBBC required aggrieved employees to remain working through rest breaks, failed to relieve aggrieved employees of all duties and relinquish control over how they spent their meal and rest breaks, and failed to provide compliant meal periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, DBBC failed to pay Mr. Soliz and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay the wages of an employee who is discharged or quits, the wages of the employee will continue as a penalty from the day due at the same rate until paid or until an action is commenced. During the relevant time period, DBBC willfully failed to pay the wages due to Mr. Soliz and other aggrieved employees who were discharged or quit, and also failed to pay penalties which accrued due to its willful failure to timely pay wages. For example, Mr. Soliz and other aggrieved employees were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, DBBC failed to pay Mr. Soliz and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. For example, Mr. Soliz and other aggrieved employees were not timely paid wages during their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, DBBC did not provide Mr. Soliz and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from DBBC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Soliz and other aggrieved employees. For example, Defendant failed to account for and compensate for all time worked “off-the-clock,” and as a result, it failed to provide complete and accurate wage statements.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day’s rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Soliz and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Soliz and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Soliz and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Soliz and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day’s rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, DBBC failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid, to Mr. Soliz and other aggrieved employees. For example, Defendant failed to account

for and compensate for all time worked “off-the-clock,” and as a result, it failed to keep accurate and complete payroll records.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, DBBC did not provide Mr. Soliz and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.” For example, DBBC effectively paid of zero dollars per hour for time Mr. Soliz and the other aggrieved employees worked off-the-clock performing work duties, which resulted in an underpayment of minimum wages to Mr. Soliz and other aggrieved employees.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Soliz and other aggrieved employees incurred necessary business-related expenses and costs that were not reimbursed by DBBC.

California Labor Code section 246 provides that an employee who works in California for the same employer at least 30 days with a year is entitled to paid sick leave, which must be paid at the employee’s regular rate of pay for the workweek in which the sick leave pay is paid. DBBC has failed to provide sick leave pay for Plaintiff and the other aggrieved employees, as required by Labor Code section 246. DBBC’s failure to provide paid sick leave includes the failure to provide sick leave pay at the regular rate of pay and, in some cases, DBBC has also failed to provide sick leave pay at all.

Therefore, on behalf of all aggrieved employees, Mr. Soliz seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, and facts set forth in the attached Complaint and asserted in the Lawsuit, which could be assessed and collected by the Labor and Workforce Development Agency for violation of the California Labor Code, pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us.

With kind regards,

A handwritten signature in blue ink, appearing to read 'Elizabeth Parker-Fawley', with a stylized flourish at the end.

Elizabeth Parker-Fawley, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Dust Bowl Brewing Co., LLC
c/o Stacy L. Henderson
HENDERSON HATFIELD
Attorney
1101 15th Street
Modesto, CA 95354

ATTACHMENT A

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LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
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\$435 PAID
\$1,000 PAID

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

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

This case has been assigned to Judge Sandhu, Sonny S.
Dept. 24
Department _____, for all purposes including Trial.

COMES NOW, Plaintiff ANGEL SOLIZ (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Stanislaus. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Stanislaus. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Stanislaus.

PARTIES

5. Plaintiff ANGEL SOLIZ is an individual residing in the State of California, County of Stanislaus.

6. Defendant DUST BOWL BREWING CO., LLC, at all times herein mentioned, was and is, upon information and belief, a California limited liability company and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Stanislaus.

1 7. At all relevant times, Defendant DUST BOWL BREWING CO., LLC was the
2 “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

3 8. At all times herein relevant, Defendants DUST BOWL BREWING CO., LLC
4 and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
5 employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or
6 assigns, each of the other, and at all times relevant hereto were acting within the course and
7 scope of their authority as such agents, partners, joint venturers, joint employers,
8 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or
9 omissions alleged herein were duly committed with the ratification, knowledge, permission,
10 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

11 9. The true names and capacities, whether corporate, associate, individual or
12 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
13 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
14 information and belief alleges, that each of the defendants designated as a DOE is legally
15 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
16 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
17 Plaintiff will seek leave of court to amend this Complaint to show the true names and
18 capacities when the same have been ascertained.

19 10. Defendant DUST BOWL BREWING CO., LLC and DOES 1 through 100 will
20 hereinafter collectively be referred to as “Defendants.”

21 11. Plaintiff further alleges that Defendants directly or indirectly controlled or
22 affected the working conditions, wages, working hours, and conditions of employment of
23 Plaintiff and the other class members so as to make each of said Defendants employers liable
24 under the statutory provisions set forth herein.

25 **CLASS ACTION ALLEGATIONS**

26 12. Plaintiff bring this action on his own behalf and on behalf of all other members
27 of the general public similarly situated, and, thus, seeks class certification under California
28 Code of Civil Procedure section 382.

1 13. The proposed class is defined as follows:

2 All current and former hourly-paid or non-exempt employees who worked for
3 any of the Defendants within the State of California at any time during the
4 period from four years preceding the filing of this Complaint to final judgment
5 and who reside in California.

6 14. Plaintiff reserves the right to establish subclasses as appropriate.

7 15. The class is ascertainable and there is a well-defined community of interest in
8 the litigation:

9 a. Numerosity: The class members are so numerous that joinder of all class
10 members is impracticable. The membership of the entire class is
11 unknown to Plaintiff at this time; however, the class is estimated to be
12 greater than fifty (50) individuals and the identity of such membership is
13 readily ascertainable by inspection of Defendants' employment records.

14 b. Typicality: Plaintiff's claims are typical of all other class members' as
15 demonstrated herein. Plaintiff will fairly and adequately protect the
16 interests of the other class members with whom he has a well-defined
17 community of interest.

18 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
19 each class member, with whom he has a well-defined community of
20 interest and typicality of claims, as demonstrated herein. Plaintiff has no
21 interest that is antagonistic to the other class members. Plaintiff's
22 attorneys, the proposed class counsel, are versed in the rules governing
23 class action discovery, certification, and settlement. Plaintiff has
24 incurred, and during the pendency of this action will continue to incur,
25 costs and attorneys' fees, that have been, are, and will be necessarily
26 expended for the prosecution of this action for the substantial benefit of
27 each class member.

28 ///

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;

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- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

17. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Stanislaus.

18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately June 2019 to approximately January 2021, in the State of California, County of Stanislaus.

1 19. Defendants hired Plaintiff and the other class members, classified them as
2 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
3 missed meal periods and/or rest breaks.

4 20. Defendants had the authority to hire and terminate Plaintiff and the other class
5 members, to set work rules and conditions governing Plaintiff's and the other class members'
6 employment, and to supervise their daily employment activities.

7 21. Defendants exercised sufficient authority over the terms and conditions of
8 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
9 and the other class members.

10 22. Defendants directly hired and paid wages and benefits to Plaintiff and the other
11 class members.

12 23. Defendants continue to employ hourly-paid or non-exempt employees within the
13 State of California.

14 24. Plaintiff and the other class members worked over eight (8) hours in a day,
15 and/or forty (40) hours in a week during their employment with Defendants.

16 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
18 employees within the State of California. This pattern and practice involved, *inter alia*, failing
19 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
20 breaks in violation of California law.

21 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Plaintiff and the other class members were entitled to receive
23 certain wages for overtime compensation and that they were not receiving accurate overtime
24 compensation for all overtime hours worked.

25 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 failed to provide Plaintiff and the other class members all required rest and meal periods during
27 the relevant time period as required under the Industrial Welfare Commission Wage Orders
28 and thus they are entitled to any and all applicable penalties.

1 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
4 member's regular rate of pay when a meal period was missed, and they did not receive all meal
5 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
6 regular rate of pay when a meal period was missed.

7 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive
9 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
10 member's regular rate of pay when a rest period was missed, and they did not receive all rest
11 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
12 regular rate of pay when a rest period was missed.

13 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other class members were entitled to receive
15 at least minimum wages for compensation and that they were not receiving at least minimum
16 wages for all hours worked.

17 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members were entitled to receive
19 all wages owed to them upon discharge or resignation, including overtime and minimum wages
20 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
21 them at the time of their discharge or resignation.

22 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to receive
24 all wages owed to them during their employment. Plaintiff and the other class members did
25 not receive payment of all wages, including overtime and minimum wages and meal and rest
26 period premiums, within any time permissible under California Labor Code section 204.

27 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Plaintiff and the other class members were entitled to receive

1 complete and accurate wage statements in accordance with California law, but, in fact, they did
2 not receive complete and accurate wage statements from Defendants. The deficiencies
3 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
4 other class members.

5 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Defendants had to keep complete and accurate payroll records
7 for Plaintiff and the other class members in accordance with California law, but, in fact, did
8 not keep complete and accurate payroll records.

9 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members were entitled to
11 reimbursement for necessary business-related expenses.

12 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that they had a duty to compensate Plaintiff and the other class
14 members pursuant to California law, and that Defendants had the financial ability to pay such
15 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
16 represented to Plaintiff and the other class members that they were properly denied wages, all
17 in order to increase Defendants' profits.

18 37. During the relevant time period, Defendants failed to pay overtime wages to
19 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
20 class members were required to work more than eight (8) hours per day and/or forty (40) hours
21 per week without overtime compensation for all overtime hours worked.

22 38. During the relevant time period, Defendants failed to provide all requisite
23 uninterrupted meal and rest periods to Plaintiff and the other class members.

24 39. During the relevant time period, Defendants failed to pay Plaintiff and the other
25 class members at least minimum wages for all hours worked.

26 40. During the relevant time period, Defendants failed to pay Plaintiff and the other
27 class members all wages owed to them upon discharge or resignation.

28 ///

42. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

43. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

44. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

45. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

46. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)

47. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 46, and each and every part thereof with the same force and effect as though fully set forth herein.

48. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

49. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and

1 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
2 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
3 than forty (40) hours in a workweek.

4 50. The applicable IWC Wage Order further provides that Defendants are and were
5 required to pay Plaintiff and the other class members overtime compensation at a rate of two
6 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

7 51. California Labor Code section 510 codifies the right to overtime compensation
8 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
9 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
10 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
11 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
12 of work.

13 52. During the relevant time period, Plaintiff and the other class members worked in
14 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

15 53. During the relevant time period, Defendants intentionally and willfully failed to
16 pay overtime wages owed to Plaintiff and the other class members.

17 54. Defendants' failure to pay Plaintiff and the other class members the unpaid
18 balance of overtime compensation, as required by California laws, violates the provisions of
19 California Labor Code sections 510 and 1198, and is therefore unlawful.

20 55. Pursuant to California Labor Code section 1194, Plaintiff and the other class
21 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
22 attorneys' fees.

23 **SECOND CAUSE OF ACTION**

24 **(Violation of California Labor Code §§ 226.7 and 512(a))**

25 **(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)**

26 56. Plaintiff incorporates by reference the allegations contained in paragraphs 1
27 through 55, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

1 57. At all relevant times, the IWC Order and California Labor Code sections 226.7
2 and 512(a) were applicable to Plaintiff's and the other class members' employment by
3 Defendants.

4 58. At all relevant times, California Labor Code section 226.7 provides that no
5 employer shall require an employee to work during any meal or rest period mandated by an
6 applicable order of the California IWC.

7 59. At all relevant times, the applicable IWC Wage Order and California Labor
8 Code section 512(a) provide that an employer may not require, cause or permit an employee to
9 work for a work period of more than five (5) hours per day without providing the employee
10 with a meal period of not less than thirty (30) minutes, except that if the total work period per
11 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
12 consent of both the employer and employee.

13 60. At all relevant times, the applicable IWC Wage Order and California Labor
14 Code section 512(a) further provide that an employer may not require, cause or permit an
15 employee to work for a work period of more than ten (10) hours per day without providing the
16 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
17 that if the total hours worked is no more than twelve (12) hours, the second meal period may
18 be waived by mutual consent of the employer and the employee only if the first meal period
19 was not waived.

20 61. During the relevant time period, Plaintiff and the other class members who were
21 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
22 their legally-mandated meal periods by mutual consent, were required to work for periods
23 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
24 minutes and/or rest period.

25 62. During the relevant time period, Plaintiff and the other class members who were
26 scheduled to work for a period of time in excess of six (6) hours were required to work for
27 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
28 (30) minutes and/or rest period.

63. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

64. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

65. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

66. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)

67. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 66, and each and every part thereof with the same force and effect as though fully set forth herein.

68. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

69. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

70. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be

1 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
2 hours or major fraction thereof” unless the total daily work time is less than three and one-half
3 (3 ½) hours.

4 71. During the relevant time period, Defendants required Plaintiff and other class
5 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
6 rest period per each four (4) hour period worked.

7 72. During the relevant time period, Defendants willfully required Plaintiff and the
8 other class members to work during rest periods and failed to pay Plaintiff and the other class
9 members the full rest period premium for work performed during rest periods.

10 73. During the relevant time period, Defendants failed to pay Plaintiff and the other
11 class members the full rest period premium due pursuant to California Labor Code section
12 226.7.

13 74. Defendants’ conduct violates applicable IWC Wage Orders and California
14 Labor Code section 226.7.

15 75. Pursuant to the applicable IWC Wage Orders and California Labor Code section
16 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
17 additional hour of pay at the employees’ regular hourly rate of compensation for each work
18 day that the rest period was not provided.

19 **FOURTH CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

21 **(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)**

22 76. Plaintiff incorporates by reference the allegations contained in paragraphs 1
23 through 75, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 77. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
26 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
27 than the minimum so fixed is unlawful.

28 ///

80. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

81. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

(Violation of California Labor Code §§ 201 and 202)

82. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

83. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

84. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

85. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

86. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

87. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)

88. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 87, and each and every part thereof with the same force and effect as though fully set forth herein.

89. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

90. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive,

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of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

91. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

92. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

93. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)

94. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions

1 shall be kept on file by the employer for at least three years at the place of employment or at a
2 central location within the State of California.

3 96. Defendants have intentionally and willfully failed to provide Plaintiff and the
4 other class members with complete and accurate wage statements. The deficiencies include,
5 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
6 the other class members.

7 97. As a result of Defendants' violation of California Labor Code section 226(a),
8 Plaintiff and the other class members have suffered injury and damage to their statutorily-
9 protected rights.

10 98. More specifically, Plaintiff and the other class members have been injured by
11 Defendants' intentional and willful violation of California Labor Code section 226(a) because
12 they were denied both their legal right to receive, and their protected interest in receiving,
13 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

14 99. Plaintiff and the other class members are entitled to recover from Defendants the
15 greater of their actual damages caused by Defendants' failure to comply with California Labor
16 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
17 employee.

18 100. Plaintiff and the other class members are also entitled to injunctive relief to
19 ensure compliance with this section, pursuant to California Labor Code section 226(h).

20 **EIGHTH CAUSE OF ACTION**

21 **(Violation of California Labor Code § 1174(d))**

22 **(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)**

23 101. Plaintiff incorporates by reference the allegations contained in paragraphs 1
24 through 100, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 102. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
27 central location in the state or at the plants or establishments at which employees are
28 employed, payroll records showing the hours worked daily by and the wages paid to, and the

1 number of piece-rate units earned by and any applicable piece rate paid to, employees
2 employed at the respective plants or establishments. These records shall be kept in accordance
3 with rules established for this purpose by the commission, but in any case shall be kept on file
4 for not less than two years.

5 103. Defendants have intentionally and willfully failed to keep accurate and complete
6 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
7 class members.

8 104. As a result of Defendants' violation of California Labor Code section 1174(d),
9 Plaintiff and the other class members have suffered injury and damage to their statutorily-
10 protected rights.

11 105. More specifically, Plaintiff and the other class members have been injured by
12 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
13 they were denied both their legal right and protected interest, in having available, accurate and
14 complete payroll records pursuant to California Labor Code section 1174(d).

15 **NINTH CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 2800 and 2802)**

17 **(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)**

18 106. Plaintiff incorporates by reference the allegations contained in paragraphs 1
19 through 105, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 107. Pursuant to California Labor Code sections 2800 and 2802, an employer must
22 reimburse its employee for all necessary expenditures incurred by the employee in direct
23 consequence of the discharge of his or her job duties or in direct consequence of his or her
24 obedience to the directions of the employer.

25 108. Plaintiff and the other class members incurred necessary business-related
26 expenses and costs that were not fully reimbursed by Defendants.

27 109. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
28 other class members for all necessary business-related expenses and costs.

110. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against DUST BOWL BREWING CO., LLC and DOES 1 through 100)

111. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 110, and each and every part thereof with the same force and effect as though fully set forth herein.

112. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

113. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

114. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate

///

California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

115. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

116. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

117. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

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As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

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As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

1 54. For restitution of unpaid wages to Plaintiff and all the other class members and
2 all pre-judgment interest from the day such amounts were due and payable;

3 55. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business and Professions Code sections
6 17200, et seq.;

7 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

9 57. For injunctive relief to ensure compliance with this section, pursuant to
10 California Business and Professions Code sections 17200, et seq.; and

11 58. For such other and further relief as the Court may deem just and proper.

12 Dated: July 27, 2023

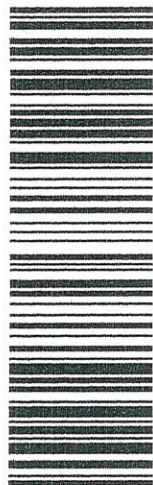
LAWYERS for JUSTICE, PC

13
14 By: _____

Arby Aiwanian
Attorneys for Plaintiff

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Angel Soliz v. Dust Bowl Brewing Co., LLC

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Sent Tr HENDERSON HATFIELD
Street Attorney
1101 15th Street
City, St Modesto, CA 95354
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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

Dust Bowl Brewing Co., LLC
c/o Stacy L. Henderson
HENDERSON HATFIELD
Attorney
1101 15th Street
Modesto, CA 95354



9590 9402 8701 3310 8058 73

2. Article Number (Transfer from service label)

9589 0710 5270 0409 9648 94

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LAWYERS FOR JUSTICE

410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

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c/o Stacy L. Henderson
HENDERSON HATFIELD
Attorney
1101 15th Street
Modesto, CA 95354

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EXHIBIT 3

1 EDWIN AIWAZIAN (SBN 232943)
JOANNA GHOSH (SBN 272479)
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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.

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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

I (Name Assumed) 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 Aiwarzian 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 4

1 AARON C. GUNDZIK
2 REBECCA G. GUNDZIK
3 GUNDZIK GUNDZIK HEEGER LLP
4 14011 Ventura Blvd., Suite 206E
5 Sherman Oaks, CA 91423

6
7 LAWYERS for JUSTICE, PC
8 410 West Arden Avenue, Suite 203
9 Glendale, California 91203

10 **AGREEMENT REGARDING JOINT PROSECUTION, FEE SPLITTING, AND COSTS**

11 The parties to this agreement are Gundzik Gundzik Heeger, LLP ("GGH") and Lawyers for Justice,
12 PC ("LFJ"). GGH and LFJ are also referred to herein as "Parties."

13 WHEREAS LFJ represents Plaintiff Angel Soliz ("Plaintiff") in a class action and representative
14 action against DUST BOWL BREWING CO., LLC in California titled *Angel Soliz v. Dust Bowl Brewing*
15 *Co., LLC*, Stanislaus County Superior Court case no. CV-23-004243 (the "Action");

16 WHEREAS, LFJ wishes to associate GGH to assist as co-counsel for the Plaintiff, and LFJ and
17 GGH wish to combine their efforts to work on the representation of Plaintiff in the Action; and

18 WHEREAS this Agreement Regarding Joint Prosecution, Fee Splitting, and Costs ("Agreement")
19 sets forth the entire agreement between the Parties on the subject matters contained herein to divide any
20 fees and costs resulting from the above case and to allocate remaining work between the Parties.

21 WHEREAS, in the event that the Action is not resolved by way of settlement and is instead litigated
22 to class certification and/or trial, the Parties will revisit the terms of this agreement regarding the division
23 of labor and division of fees and costs relating to the Action.

24 NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

25 1. Joint Prosecution

26 a. The Parties shall work together in good faith to communicate and agree on litigation
27 strategies that will best benefit the class and, if applicable, the State of California and aggrieved employees.
28 Provided however, GGH shall be primarily responsible for drafting and negotiating settlement documents,
preparing court filings (including motions for preliminary and final approval), and appearing on behalf of
Plaintiff at any hearings.

2. Fees and Costs

a. Attorneys' fees awarded by the court shall be divided as follows:

1 i. 80% of the gross fees to LFJ; and

2 ii. 20% of the gross fees to GGH.

3 b. During the prosecution of the Action, the Parties will and have separately incurred
4 costs and expenses. In any agreement, motion or other pleading in the case requesting an order for
5 reimbursements of litigation and other costs, the Parties will request costs to be awarded in the amount
6 necessary to reimburse the Parties for any and all reasonable litigation expenses and other costs incurred
7 by each of the Parties.

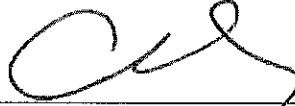
8 c. If the Court awards costs that are less than the amounts reasonably incurred by each
9 Party, the amounts of any unawarded costs shall nevertheless be paid from any cost and fee award and the
10 fees paid to each Party shall be reduced proportionally.

11 3. Client Approval.

12 a. Pursuant to Rule 1.5.1 of the Rules of Professional Conduct, the Parties will obtain
13 Sheppard's consent to this Agreement.

14 Dated: May 3, 2024

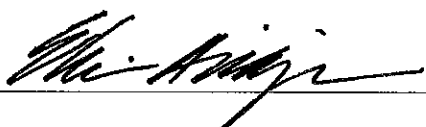
GUNDZIK GUNDZIK HEEGER LLP

15
16 By: 

Aaron Gundzik

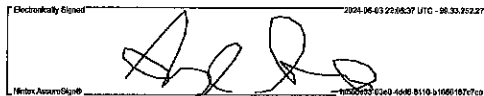
17
18
19 Dated: May 6, 2024

LAWYERS FOR JUSTICE, PC

20
21 By: 

22 The undersigned understand and accept the attorney's fee and costs split set forth in the foregoing
23 agreement among counsel.

24 Dated: 05/03/2024

25
26
27
28 

Angel Soliz