

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

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Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Elizabeth Parker-Fawley (SBN 301592)
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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
Honorable Sonny S. Sandhu

Department 24

CLASS ACTION

Date: July 29, 2025
Time: 8:30 a.m.
Place: Dept. 24

[PROPOSED] ORDER:

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

Complaint Filed: July 28, 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 1. The motion is granted.

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

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

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

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

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

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

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

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

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

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

19 12. The Court directs that any and all objections to the Settlement be sent to the
20 Settlement Administrator and postmarked (if mailed) or received (if faxed or emailed) no
21 later than January 2, 2026 For remailed notices, the deadline shall be the earlier of January
22 2, 2026 or ten days before the final approval hearing.

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

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

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

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

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

Event	Date
Deadline for Defendant to provide Class data to settlement administrator	August 18, 2025
Deadline to mail Notice of Settlement to Class Members	September 2, 2025
Settlement Administrator to re-mail Notice of Class Action Settlement	10 calendar days after receipt of notice that the Notice of Class Action Settlement was undeliverable.
Deadline to dispute workdays, opt out of or object to settlement ("Response Deadline")	January 2, 2026
Deadline for Settlement Administrator to provide counsel for the Parties a complete list of all Class Members who timely submitted a Request for Exclusion.	3 calendar days after Response Deadline
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	January 8, 2026
Deadline for Filing any written opposition to Plaintiff's Motion for Final Approval of Settlement or any response to an objection to the Settlement	January 21, 2026
Deadline for Filing any written Reply to Opposition to Motion for Final Approval of Settlement	January 27, 2026
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	February 3, 2026, at 8:30 a.m.

Dated: 8/13/2025



Hon. Sonny S. Sandhu

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EXHIBIT 1
(Notice of Settlement)

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

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

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

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

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

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

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

1. PURPOSE OF THIS NOTICE

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

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

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

3. DESCRIPTION OF THE ACTION

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

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

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

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

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

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

FOR MORE INFORMATION CALL 1-800-_____.

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

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

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

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

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

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

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

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

7. PAYMENT SCHEDULE

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

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

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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._____](http://www._____.) or you may contact the Settlement Administrator as follows:

[insert administrator contact information]

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

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

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-_____.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

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

[PROPOSED] ORDER

on the interested parties in this action:

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

Please see attached service list

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

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

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

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



Aaron Gundzik

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