

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

4 AARON C. GUNDZIK (State Bar No. 132137)
Aaron.gundzik@gghllp.com
5 REBECCA G. GUNDZIK (State Bar No. 138446)
Rebecca.gundzik@gghllp.com
6 **GUNDZIK GUNDZIK HEEGER LLP**
3415 Sepulveda Blvd., Suite 420
7 Los Angeles, CA 90034
8 Tel: (818) 290-7461

9 Attorneys for Plaintiff

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

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

14 Plaintiff,

15 vs.

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

18 Defendants.

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

**NOTICE OF ENTRY OF JUDGMENT
AND ORDER OF FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Case Filed: July 28, 2023
Trial Date: None

19 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

20 PLEASE TAKE NOTICE that on February 3, 2026, the Court entered the Final
21 Approval Order and Judgment attached hereto as Exhibit A.

22 DATED: February 5, 2026

GUNDZIK GUNDZIK HEEGER LLP

24 By: 
25 Aaron C. Gundzik
26 Attorneys for Plaintiff

EXHIBIT A
(Order and Judgment)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED
FEB 03 2026
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY [Signature] DEPUTY

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

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

12 Attorneys for Plaintiff

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

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

18 Plaintiff,

19 vs.

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

23 Defendants.

Case No.: CV-23-004243
Honorable Sonny S. Sandhu
Department 24

CLASS ACTION

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

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

Complaint Filed: July 28, 2023

1 This matter has come before the Honorable Sonny Sandhu in Department 24 of the above-
2 entitled Court, located at 801 10th Street, Modesto, California 95354, on Plaintiff Angel Soliz’s
3 (“Plaintiff” or “Class Representative”) Notice of Motion and Motion for Final Approval of Class
4 Action Settlement, Attorneys’ Fees and Costs, and Service and Release Payment; Memorandum
5 of Points and Authorities (“Motion for Final Approval”).

6 On July 30, 2025, the Court entered the Order Granting Preliminary Approval of Class
7 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
8 of the above-entitled action (“Action”) in accordance with the Stipulation of Class Action and
9 PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with
10 the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

11 Having reviewed the Settlement Agreement and duly considered the Parties’ papers and
12 oral argument, and good cause appearing,

13 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

14 1. This Order incorporates by reference the definitions in the Settlement Agreement,
15 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
16 Settlement Agreement.

17 2. This Court has jurisdiction over the claims of the Class Members asserted in this
18 proceeding and over all parties to the Actions.

19 3. The Court finds that the applicable requirements of California Code of Civil
20 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
21 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
22 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
23 hereby defined to include:

24 All current and former hourly-paid or non-exempt employees of Defendant in California
25 employed during the Class Period (July 28, 2019, through June 1, 2024).

26 4. The Court Approved Notice of Class Action Settlement (“Class Notice”) that was
27 provided to the Class Members, fully and accurately informed the Class Members of all material
28 elements of the Agreement and of their opportunity to participate in the Class Settlement, object

1 to or comment to the Class Settlement, or to seek exclusion from the Class Settlement; was the
2 best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
3 Members; and complied fully with the laws of the State of California, the United States
4 Constitution, due process and other applicable law. The Class Notice fairly and adequately
5 described the Agreement and provided the Class Members with adequate instructions and a variety
6 of means to obtain additional information.

7 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
8 Agreement and finds that it is reasonable and adequate, and in the best interests of the Class as a
9 whole. More specifically, the Court finds that the Settlement Agreement was reached following
10 meaningful discovery and investigation conducted by Lawyers *for* Justice, PC and Gundzik
11 Gundzik Heeger LLP (“Class Counsel”); that the Settlement Agreement is the result of serious,
12 informed, adversarial, and arms-length negotiations between the parties; and that the terms of the
13 Agreement are in all respects fair, adequate, and reasonable. In so finding, the Court has
14 considered all of the evidence presented, including evidence regarding the strength of Plaintiffs’
15 claims; the risk, expense, and complexity of the claims presented; the likely duration of further
16 litigation; the amount offered in the Settlement Agreement; the extent of investigation and formal
17 and informal discovery completed; and the experience and views of Class Counsel. The Court has
18 further considered the absence of objections to the Class Settlement submitted by Class Members.
19 Accordingly, the Court hereby directs that the Class Settlement be affected in accordance with the
20 Settlement Agreement and the following terms and conditions.

21 6. A full opportunity has been afforded to the Class Members to participate in the
22 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
23 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
24 the Class Settlement. Accordingly, the Court determines that all Class Members who have not
25 submitted a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class
26 Members”), are bound by the Class Settlement and by this order and judgment (“Final Approval
27 Order and Judgment”).

28

1 7. The Court finds that payment of Settlement Administration Costs in the amount not
2 to exceed \$10,000 is appropriate for the services performed and costs incurred and to be incurred
3 for the notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, ILYM Group, Inc., shall issue payment to itself in the amount of \$10,000, in
5 accordance with the terms and methodology set forth in the Agreement.

6 8. The Court finds that the Service and Release Payment sought is fair and reasonable
7 for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
8 Administrator issue payment in the amount of to \$5,000.00 to Plaintiff Angel Soliz for his Service
9 and Release Payment, according to the terms and methodology set forth in the Agreement.

10 9. The Court finds that the requested Attorneys' Fees and Costs in the amount of up
11 to 35% of the Total Settlement Amount (\$350,000.00) to Class Counsel falls within the range of
12 reasonableness, and the results achieved justify the award sought. The requested attorneys' fees to
13 Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered
14 that the Settlement Administrator issue payment in the amount of \$350,000.00 to Class Counsel
15 for attorneys' fees, in accordance with the terms and methodology set forth in the Agreement.

16 10. The Court finds that the requested Litigation Costs of \$15,051.53 is reasonable, and
17 is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
18 amount of \$15,051.53 to Class Counsel for reimbursement of litigation and settlement of the
19 Action, in accordance with the terms and methodology set forth in the Agreement.

20 11. The table set forth below shows the calculation of the Net Settlement Amount, to
21 be distributed pursuant to the Settlement:

Total Settlement Amount	\$1,000,000.00
Attorneys' Fees	\$350,000.00
Litigation Costs	\$ 15,051.53
Service and Release Payment	\$ 5,000.00
Settlement Administration Costs	\$ 10,000.00
PAGA Payment to LWDA	\$ 75,000.00
Payments to PAGA Members	\$ 25,000.00

1	Employer Taxes	\$ 14,995.52
2	Net Settlement Amount to be paid to	\$504,952.95
3	Settlement Class Members	

4 12. The Court hereby enters Judgment by which Settlement Class Members shall be
5 conclusively determined to have given a release of any and all Class Released Claims against the
6 Released Parties, as set forth in the Settlement Agreement and Class Notice.

7 13. Within seven (7) calendar days after the Effective Date, the Settlement
8 Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant
9 pursuant to the terms of the Settlement. Pursuant to the terms of the Settlement, Defendant will
10 pay the Gross Settlement Amount within sixty (60) days of the Effective Date.

11 14. Within ten (10) calendar days of the funding of the Total Settlement Amount, the
12 Settlement Administrator will issue payments due under the Settlement and approved by the Court,
13 as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Service and
14 Release Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement
15 Administration Costs to the Settlement Administrator.

16 15. Each Individual Settlement Payment and Individual PAGA Payment check shall be
17 valid and negotiable for 180 calendar days after mailing by the Settlement Administrator. If a Class
18 Member's check is not cashed within 180 calendar days, the check will be void and a stop payment
19 order will be placed on the check. The funds represented by all uncashed settlement checks will
20 be transmitted by the Settlement Administrator to the Court-approved *cypres*, Jessica's House.

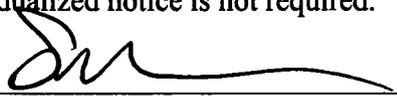
21 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
22 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
23 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
24 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
25 any dispute arising from or in connection with the distribution of settlement benefits.

26 17. A Final Accounting Hearing is set on 8/25/2026 8:30 AM
27 28

18. Notice of entry of this Final Approval Order and Judgment shall be given to the
Settlement Class Members by posting a copy of the Final Approval Order and Judgment on the

1 Settlement Administrator's website for a period of at least 180 calendar days after the date of entry
2 of this Final Approval Order and Judgment. Individualized notice is not required.

3 Dated: 2/3/2021


4 Honorable Sonny S. Sandhu
5 Judge of the Superior Court

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CLASS CONSID TO SUBMIT COMPLIANCE REPORT
NO LATE FIVE (5) COURT DAYS BEFORE
THE DATE OF THE HEARING.

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 Sepulveda Blvd., Suite 420, Los Angeles, CA 90034

On February 5, 2026, I served the following document described as

NOTICE OF ENTRY OF JUDGMENT AND ORDER OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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 February 5, 2026, at Sherman Oaks, California.



Aaron Gundzik

SERVICE LIST

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

<p>Stacy Henderson Henderson Hatfield, APC 1101 15th Street Modesto, CA 95354 Tel: (209)599-5003 Email: Stacy@HendersonHatfield.com</p> <p><i>Attorneys for Defendants</i></p>	<p>JOANNA GHOSH ELIZABETH PARKER-FAWLEY EDWIN AIWAZIAN LAWYERS for JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, California 91203 Telephone: (818) 265-1020 Fax: (818) 265-1021 Email: joanna@calljustice.com elizabeth@calljustice.com edwin@calljustice.com ss@calljustice.com e-service@calljustice.com</p> <p><i>Attorneys for Plaintiff</i></p>
---	---