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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE - COMPLEX

JOHN SCHWENK, individually and on
behalf of all those similarly situated,

Plaintiff,

vs.

BRISTOL FARMS, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2020-01162829-CU-OE-CXC

*[Assigned for All Purposes to the Honorable
David Hoffer in Department CX103]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

JOHN SCHWENK, individually and on
behalf of all those similarly situated,

Plaintiff,

vs.

BRISTOL FARMS, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2021-01228123-CU-OE-CXC

Complaint Filed: October 22, 2021

JOHN SCHWENK, as a proxy for the State of
California and on behalf of all similarly
aggrieved employees,

Plaintiff,

vs.

BRISTOL FARMS, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2021-01228170-CU-OE-CXC

Complaint Filed: October 22, 2021

**DATE: August 17, 2026
TIME: 1:30 p.m.
DEPT: CX103**

Reservation No.: 74862756

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1 Plaintiff John Schwenk’s (“Plaintiff”) motion for an Order Granting Preliminary
2 Approval of Class Action and PAGA Settlement came on for hearing before this Court on
3 August 17, 2026.

4 **I. RECITALS**

5 1. On September 30, 2020, Plaintiff filed a class and representative action against
6 Defendant in the Superior Court of California, County of Orange, alleging causes of action for:
7 (1) violation of Labor Code § 226; and (2) violation of Labor Code § 2698, *et seq.* (“*Schwenk*
8 *I*”), Case No. 30-2020-01162829-CU-OE-CXC.

9 2. On September 30, 2020, Plaintiff filed a notice under the Private Attorney
10 General Act (“PAGA Notice”) with the Labor Workplace Development Agency (“LWDA”). On
11 July 26, 2021, Plaintiff filed a supplemental PAGA Notice with the LWDA. On February 5,
12 2025, Plaintiff filed another supplemental PAGA notice with the LWDA.

13 3. On October 22, 2021, Plaintiff filed a class action against Defendant in the
14 Superior Court of California, County of Orange, Case No. 30-2021-01228123-CU-OE-CXC,
15 alleging claims for: (1) violation of Labor Code §§ 226.7 and 512; (2) violation of Labor Code §
16 226.7; (3) violation of Labor Code § 226; and (4) violation of Business and Professions Code §
17 17200, *et seq.* (“*Schwenk CA*”).

18 4. On October 22, 2021, Plaintiff filed a representative action against Defendant in
19 the Superior Court of California, County of Orange, Case No. 30-2021-01228170-CU-OE-CXC,
20 alleging a single cause of action for violation of Labor Code § 2698, *et seq.*, predicated on
21 underlying violations of Labor Code §§ 201-204, 226, 226.7, and 512 (“*Schwenk PAGA*”).

22 5. On February 23, 2023, the Parties filed the Joint Stipulation for Leave to File
23 Consolidated Complaint, which combined all claims and allegations in *Schwenk I*, *Schwenk CA*,
24 and *Schwenk PAGA* into a proposed consolidated complaint. On February 27, 2023, this Court
25 approved the Parties’ Joint Stipulation for Leave to File Consolidated Complaint and Plaintiff
26 filed the Consolidated Class and Representative Action Complaint the next day.
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1 6. On November 28, 2023, the Parties attended a mediation before Michael D.
2 Young, an experienced mediator knowledgeable of both the wage and hour laws and class and
3 representative action claims at issue in the Action. In connection with the mediation, Defendant
4 produced the payroll data for 20% of the class at the time of mediation, or for 1,418 class
5 members, as well as the total number of class members and workweeks at issue. Despite their
6 best efforts at mediation, Plaintiff was unable to agree with Defendant to any resolutions of the
7 matters. Through months of continued negotiations with Mr. Young's help, the Parties were able
8 to resolve this matter.

9 7. The Parties further agreed to grant Plaintiff leave to amend to file the operative
10 First Amended Consolidated Complaint, which Plaintiff filed on April 15, 2025.

11 **II. FINDINGS**

12 8. The Court conditionally certifies the following Classes:

- 13 a. The "Class Action Settlement Members" are all persons currently or
14 formerly employed by Bristol Farms in California as hourly-paid non-
15 exempt employees during the Class Action Settlement Period [October 22,
16 2017, to March 30, 2025] and who are not/have not been a party to any
17 arbitration agreement with Defendant.
- 18 b. The "Bonus Wage Statement/Regular Rate Settlement Members" are all
19 persons currently or formerly employed by Bristol Farms in California as
20 hourly-paid non-exempt employees during the Bonus Wage
21 Statement/Regular Rate Settlement Period [October 22, 2017, to March
22 30, 2025] and who were paid a "Bonus OT Adjustment" as reflected on
23 their wage statements and/or who were paid any meal or rest period
24 premiums and earned non-discretionary remuneration, including without
25 limitation, bonuses, covering the same period that the meal and rest period
26 premiums were paid.

27 9. The Court hereby approves the terms and conditions provided for in the Joint
28 Stipulation of Class Action and PAGA Settlement ("Agreement"). The Court finds that on a

1 preliminary basis the Agreement falls within the range of reasonableness of a settlement and
2 appears to be presumptively valid, subject to any objections that may be raised at the final
3 fairness hearing and subject to final approval by the Court. It appears to the Court on a
4 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential
5 Settlement Class Members when balanced against the uncertain outcome of further litigation
6 relating to liability and damages issues. It also appears that investigation, research, and
7 proceedings have been conducted so that counsel for the Parties are able to reasonably evaluate
8 their respective positions. It appears to the Court that settlement at this time will avoid
9 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
10 presented by the further prosecution of the action. It also appears that settlement has been
11 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

12 **III. ORDERS**

13 After considering the papers and evidence, arguments of counsel, and all other matters
14 presented to the Court, and having taken the matter under submission, **IT IS HEREBY**
15 **ORDERED** as follows:

16 10. The Court grants preliminary approval of the Agreement submitted by the Parties.
17 The Agreement appears to be fair, adequate, and reasonable to the Settlement Class Members.

18 11. The Court appoints and designates: (a) Plaintiff as Class Representative, and (b)
19 Larry W. Lee of Diversity Law Group, P.C., Edward Choi of the Law Offices of Choi &
20 Associates, Dennis Hyun of Hyun Legal, and William Marder of Polaris Law Group as Class
21 Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all
22 acts or consents required by, or which may be given, pursuant to the Agreement, and such other
23 acts reasonably necessary to finalize the Agreement and its terms. Any Class Member may enter
24 an appearance through his or her own counsel at such Class Member's own expense. Any Class
25 Member who does not enter an appearance or appear on his or her own behalf will be
26 represented by Class Counsel.
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1 12. A final fairness hearing on the question of whether the proposed Agreement, the
2 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the
3 payment to the Labor & Workforce Development Agency, and the Class Representative Award
4 should be finally approved as fair, reasonable, and adequate as to the members of the Class is set
5 for _____, 2026, at _____ in this Court.

6 13. The Court hereby approves, as to form and content, the Notice of Class Action
7 and Representative Settlement ("Class Notice"), which is attached as Exhibit A to the Agreement
8 and this Order. The Court finds that distribution of the Class Notice to Settlement Class
9 Members substantially in the manner and form set forth in the Agreement and this Order meets
10 the requirements of due process and shall constitute due and sufficient notice to all parties
11 entitled thereto.

12 14. The Court appoints and designates Phoenix Settlement Administrators as the
13 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice
14 to Settlement Class Members using the procedures set forth in the Agreement.

15 15. Any Class Action Member or Bonus Wage Statement/Regular Rate Settlement
16 Member may choose to opt out of and be excluded from the settlement as provided in the
17 Agreement and Class Notice and by following the instructions for requesting exclusion. Any
18 person who timely and properly opts out of the settlement will not be bound by the Agreement or
19 have any right to object, appeal, or comment thereon. Any request for exclusion must be in
20 writing and signed by each such Class Action Member or Bonus Wage Statement/Regular Rate
21 Settlement opting out and must otherwise comply with the requirements delineated in the Class
22 Notice. Class Action Member or Bonus Wage Statement/Regular Rate Settlement Members who
23 have not requested exclusion by submitting a valid and timely request for exclusion shall be
24 bound by all determinations of the Court, the Agreement, and Judgment.

25 16. Any Class Action Member or Bonus Wage Statement/Regular Rate Settlement
26 Member may object to the Agreement or express his or her views regarding the Agreement. Any
27 Class Action Member or Bonus Wage Statement/Regular Rate Settlement Member may present
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evidence and file briefs or other papers relevant to the issues to be heard and determined by the Court as provided in the Class Notice.

17. A Motion for Final Approval shall be filed by Plaintiff no later than sixteen (16) court days before the final fairness hearing.

18. The Court reserves the right to adjourn or continue the date of the final fairness hearing and all dates provided for in the Agreement without further notice to the Class. The Court retains jurisdiction to consider all further applications arising out of or connected with the Agreement.

19. Should for whatever reason final approval is not granted, the fact that the Parties were willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue of whether a class should be certified in a non-settlement context.

IT IS SO ORDERED.

DATED: _____, 2026

Honorable David Hoffer
Judge of the Superior Court