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Superior Court of California,
Contra Costa County
8/20/2025
By: N. McCallister-Villa, Deputy

7 Attorneys for Plaintiff MARYAMA ALHARK
8 [Additional counsel listed on following page]

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF CONTRA COSTA**

12 MARYAMA ALHARK, as an individual
on behalf of herself and on behalf of all
13 others similarly situated,

14 Plaintiff,

15 v.

16
17 CORTEVA AGRISCIENCE LLC, a
Delaware limited liability company;
18 HUNTER INTERNATIONAL, INC., an
Ohio corporation; and DOES 1-100,
19 inclusive,

20 Defendants.
21
22

Case No.: C22-02772

[Assigned For All Purposes to:
Hon. Edward Weil
Dept. 39

**[PROPOSED] ORDER AFTER
HEARING GRANTING MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: July 24, 2025
Time: 9:00 a.m.
Dept.: 39

1 The Court, having read the papers filed regarding Plaintiff’s unopposed Motion for
2 Preliminary Approval of Class Action Settlement, and having heard argument on the Motion,
3 hereby finds and ORDERS as follows:

4 1. The Court’s summary of the case background, terms of the settlement, the
5 applicable law governing approval of proposed class action settlements and proposed settlements
6 under the Private Attorney’s General Act, the potential award of attorney’s fees, and its
7 discussion of these factors is set forth in the tentative ruling attached hereto as Exhibit A, and
8 incorporated herein by this reference.

9 2. The Class Action and PAGA Settlement Agreement attached as Exhibit 1 to the
10 Declaration of Brandon Brouillette in support of Plaintiff’s unopposed Motion for Preliminary
11 Approval of Class Action Settlement, filed on or about April 11, 2025 (the “Settlement
12 Agreement”), is within the range of possible recovery and, subject to further consideration at the
13 Final Approval Hearing described below, is preliminarily approved as fair, reasonable, and
14 adequate, and in the best interests of the Class Members. The Court, for purposes of this Order,
15 adopts all defined terms as set forth in the Settlement Agreement.

16 3 For purposes of settlement only, the Court provisionally and conditionally certifies
17 the class defined as all persons employed by Defendant Corteva Agriscience LLC (“Corteva” or
18 “Defendant”) in California and classified as a non-exempt hourly employee who worked for
19 Defendant during the Class Period of December 20, 2018 to June 24, 2024.

20 4. The Court finds the Settlement Class, consisting of approximately 446 members, is
21 so numerous that joinder of all members is impracticable, and that the Settlement Class is
22 ascertainable by reference to the business records of Defendant.

23 5. The Court finds further there are questions of law and fact common to the entire
24 Settlement Class, which common questions predominate over any individualized questions of law
25 or fact. These common questions include, without limitation: (1) whether Corteva paid
26 Settlement Class Members for all hours worked and the correct rate, (2) whether Corteva
27 provided Settlement Class Members with required meal and/or rest breaks, or compensation in
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1 lieu thereof; (3) whether Corteva reimbursed Settlement Class Members for reasonable and
2 necessary business expenses; (4) whether Corteva provided Settlement Class Members with
3 proper itemized wage statements, and (5) whether Corteva timely paid the Settlement Class
4 Members all wages due on separation of employment.

5 6. The Court finds further the claims of named Plaintiff Maryama Alhark are typical
6 of the claims of the Settlement Class, and that she will fairly and adequately protect the interests
7 of the Settlement Class. Accordingly, the Court appoints Maryama Alhark as the Class
8 Representative, and appoints her counsel of record, Brandon Brouillette, Zachary Crosner, and
9 Jamie Serb, and Crosner Legal, PC, as Class Counsel.

10 7. The Court finds further that certification of the Settlement Class is superior to
11 other available means for the fair and efficient adjudication of the controversy.

12 8. The Court finds further that, in the present case, the proposed method of providing
13 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
14 Member's last known address, is reasonably calculated to notify the Settlement Class Members of
15 the proposed Settlement and provides the best notice possible under the circumstances. The
16 Court also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement
17 Class Members of the terms of the Settlement and their rights thereunder, including the right to
18 object to the Settlement or any part thereof and the procedure for doing so, their right to exclude
19 themselves from the Settlement and the procedure for doing so, their right to obtain a portion of
20 the Settlement proceeds, and the date, time and location of the Final Approval Hearing. The
21 proposed Notice of Class Action Settlement (Exhibit A to the Settlement Agreement) and the
22 procedure for providing Notice set forth in the Settlement Agreement, are approved by the Court.

23 9. Under the terms of the Settlement Agreement, the Court approves the Parties'
24 selection of Apex Class Action, LLC as the Settlement Administrator. The Settlement
25 Administrator is ordered to mail the Class Notice to the Settlement Class Members via First-Class
26 U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all other duties set
27 forth in the Settlement Agreement. The Parties are ordered to carry out and comply with all terms
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1 of this Order and the Settlement Agreement, and particularly with respect to providing the
2 Settlement Administrator all information necessary to perform its duties under the Settlement
3 Agreement.

4 10. Any member of the Settlement Class who wishes to comment on or object to the
5 Settlement or any term thereof, including any proposed award of attorney's fees and costs to
6 Class Counsel or any proposed representative enhancement to the Class Representative, shall
7 have forty-five (45) days from the mailing of the Class Notice to submit his or her comments
8 and/or objection to the Settlement Administrator, as set forth in the Settlement Agreement and
9 Class Notice.

10 11. Any member of the Settlement Class who wishes to exclude themselves from the
11 Settlement shall have forty-five (45) days from the mailing of the Class Notice to submit his or
12 her Request for Exclusion to the Settlement Administrator, as set forth in the Settlement
13 Agreement and Class Notice.

14 12. A Final Approval Hearing is hereby set for January 29, 2025, at 9:00 a.m. in
15 Department 39 of the Contra Costa County Superior Court, to consider any objections to the
16 Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable
17 and given full and final approval by the Court, and to determine the amount of attorney's fees and
18 costs awarded to Class Counsel, the amount of any representative enhancement award to the
19 Class Representative, and to approve the fees and costs payable to the Settlement Administrator.
20 All legal memoranda, affidavits, declarations, or other evidence in support of the request for final
21 approval, the award of attorney's fees and costs to Class Counsel, the enhancement award to the
22 Class Representative, and the fees and costs of the Settlement Administrator, shall be filed no
23 later than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the
24 right to continue the Final Approval Hearing without further notice to the Settlement Class
25 Members.

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13. Provided he or she has not submitted a timely and valid Request for Exclusion, any Settlement Class Member may appear, personally or through his or her own counsel, and be heard at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

IT IS SO ORDERED.

Dated: 8/19/2025 _____



Hon. Edward Weil

Judge of the Superior Court
HON. EDWARD G. WEIL

EXHIBIT

A

C. Attorney fees, costs, and representative payment

Plaintiff seeks one-third of the total settlement amount as fees, relying on the “common fund” theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval. In response to the Court’s request, counsel have prepared a lodestar fee estimate. The estimate is \$103,612, based on total hours of 145.9 at hourly rates ranging from \$350 to \$1,150. This results in an implied multiplier of 1.22. Without necessarily endorsing the hourly rates, no adjustment is needed. The attorney fee is reasonable and is approved.

Litigation costs of \$13,953.74 are reasonable and are approved.

Settlement Administrator’s costs of \$5,950 are reasonable and are approved.

The requested representative payment of \$5,000 for plaintiff will be reviewed under the criteria for evaluation of representative payment requests discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807. Mr. Guerra attests that he has spent considerable time assisting his attorneys, estimating the time at 25-30 hours. He took some risk of being ostracized by others employers in the industry. He granted a release of claims broader than the other class members, but he does not identify any other claims that he may have that would have significant value. The requested \$5,000 payment is approved.

D. Conclusion

The Court finds that the settlement is fair, reasonable, and adequate. **The motion for approval is granted.**

Counsel are directed to prepare an order reflecting this tentative ruling, the other findings in the previously submitted proposed order. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs’ counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney’s fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

2. 9:00 AM CASE NUMBER: C22-02772
CASE NAME: MARYAMA ALHARK VS. CORTEVA AGRISCIENCE LLC, A DELAWARE LIMITED LIABILITY COMPANY
***HEARING ON MOTION IN RE: PRELIMINARY APPROVAL**
FILED BY: ALHARK, MARYAMA
TENTATIVE RULING:

Plaintiff Maryama Alhark moves for preliminary approval of her class action and PAGA settlement with defendants Corteva Agriscience LLC and Hunter International, Inc.

A. Background and Settlement Terms

The original complaint was filed on December 20, 2022, raising class action claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation. Separately, on February 28, 2023, a PAGA action was filed. It was amended on April 4, 2023. The cases were consolidated on July 31, 2023.

The settlement would create a gross settlement fund of \$1,750,000. The class representative payment to plaintiff would be \$10,000. Attorney's fees would be \$583,333.33 (one-third of the settlement). Litigation costs would not exceed \$25,000. The settlement administrator's costs would not exceed \$15,000. PAGA penalties would be \$150,000, resulting in a payment of \$112,500 to the LWDA and \$37,500 to plaintiffs. The net amount paid directly to the class members would be about \$966,667. The fund is non-reversionary. Based on the estimated class size of 448 people, the average net payment for each class member is approximately \$2,100.

The proposed settlement would certify a class of all current and former non-exempt employees employed by Defendants during the class period.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of workweeks worked during the class period.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Checks undelivered or uncashed 180 days after mailing will be voided, and would be paid to the State Controller's unclaimed property fund.

The settlement contains release language covering "(i) all claims and causes of action alleged in the Class Action Complaint; and (ii) any and all additional claims that reasonably could have been alleged based on the facts stated in the Operative Complaints[.]" (Settlement, Par. 5.2) Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the allegations of the complaint." "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Informal and formal written discovery was undertaken. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

Counsel attest that they have analyzed the value of the case, and that the result achieved in this litigation is fair, adequate, and reasonable. The moving papers include an estimate of the potential value of the case, broken down by each type of claim.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include "stacking" of violations, the law may only allow application of the "initial violation" penalty amount, and the total amount may be reduced in the discretion of the court. (See Labor Code, § 2699(e)(2) [PAGA penalties may be reduced where "based on the facts and

circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory.”])

Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with the filing of the motion.

B. Legal Standards

The primary determination to be made is whether the proposed settlement is “fair, reasonable, and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement.” (See also *Amaro v. Anaheim Arena Mgmt., LLC, supra*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess “the fairness of the settlement’s allocation of civil penalties between the affected aggrieved employees[.]” (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorney fees

Plaintiff seeks one-third of the total settlement amount as fees, relying on the “common fund” theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval.

Similarly, litigation costs and the requested representative payment of \$10,000 for plaintiffs will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

D. Conclusion

The Court finds that there is sufficient evidence for purposes of preliminary approval that the settlement is fair, reasonable, and adequate. The motion is granted. Counsel are directed to prepare an order reflecting this tentative ruling, the other findings in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

The CMC/OSC set for Friday, July 25, 2025, 8:30 a.m. is vacated.

**3. 9:00 AM CASE NUMBER: C23-01980
CASE NAME: HERMINIO CEPEDA VS. ALLIED LANDSCAPE SERVICES, INC.
*HEARING ON MOTION IN RE: COMPLIANCE (CONTINUED)**

FILED BY:

TENTATIVE RULING:

The Settlement Administrator's declaration shows that the settlement terms have been implemented. The Administrator is directed to comply with the Controller's Offices instructions concerning the uncashed checks. The Administrator is directed to disburse the remaining 5% of the attorney's fee award to plaintiff's counsel. No further proceedings are contemplated.

**4. 9:00 AM CASE NUMBER: C23-03097
CASE NAME: MICHAEL LONDON VS. SS TRUCKING HAUL, INC.
*HEARING ON MOTION IN RE: VOLUNTARY DISMISSAL**

FILED BY: LONDON, MICHAEL

TENTATIVE RULING:

Granted.

**5. 9:00 AM CASE NUMBER: C23-03307
CASE NAME: PAWNEE LEASING CORPORATION VS. SARFARAZ DHILLON
*HEARING ON MOTION IN RE: RECONSIDERATION OF 04/09/25 TENTATIVE RULING**

FILED BY: DHILLON, SARFARAZ SINGH

TENTATIVE RULING:

Defendant's motion to reconsider tentative ruling dated April 9, 2025 is denied as moot. On April 24, 2025 the Court issued an order granting a motion to set aside default conditioned on Defendant submitting a proposed answer. Defendant filed a declaration and proposed answer that same day. However, Defendant has yet to prepare and submit for the Court's signature the prior order to set aside the default. Defendant must prepare and submit a proposed order pursuant to Rule 3.1312 that tracks the tentative ruling published to the Court's website for the April 24, 2025 hearing date.

**6. 9:00 AM CASE NUMBER: C24-00241
CASE NAME: JORGE ALBERTO MALDONADO SANCHEZ VS. SF TIRE & SERVICE CENTRAL, INC. DBA
BIG O TIRES, LLC**