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Superior Court of California,  
Contra Costa County  
2/4/2026  
By: N. McCallister-Villa, Deputy

Attorneys for Plaintiff MARYAMA ALHARK

[Additional counsel listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF CONTRA COSTA**

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

Plaintiff,

v.

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

Defendants.

Case No.: C22-02772

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

**~~[PROPOSED]~~ ORDER AFTER HEARING  
GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND REQUEST FOR  
ATTORNEY'S FEES AND COSTS, AND  
JUDGMENT THEREON**

Date: January 29, 2026  
Time: 9:00 a.m.  
Dept.: 39

1           The Court, having read the papers filed regarding Plaintiff’s Motion for Preliminary  
2 Approval of Class Action Settlement and Request for Attorney’s Fees and Costs, and having  
3 heard argument on the Motion, 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 class action settlements and settlements under the Private  
6 Attorney’s General Act, the award of attorney’s fees and costs, the enhancement award to  
7 Plaintiff, and the payment of settlement administration costs, and its discussion of these factors is  
8 set forth in the Minute Order attached hereto as Exhibit A, which ruling was adopted by the Court  
9 as its final ruling and is incorporated herein by this reference;

10           2.       The Court has jurisdiction over this matter and over all parties to the action,  
11 including the members of the Settlement Class.

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

19           4       For purposes of settlement only, the Court certifies the class defined as all persons  
20 employed by Defendant Corteva Agriscience LLC (“Corteva” or “Defendant”) in California and  
21 classified as a non-exempt hourly employee who worked for Defendant during the Class Period  
22 of December 20, 2018 to June 24, 2024.

23           5.       The Court adjudges all Participating Class Members, on behalf of themselves and  
24 their respective former and present representatives, agents, attorneys, heirs, administrators,  
25 successors, and assigns, release the Released Parties from all claims for unpaid minimum wages,  
26 unpaid overtime wages, failure to provide meal periods, failure to provide rest periods, violations  
27 of Labor Code Section 226, failure to timely pay all wages due upon separation of employment,  
28

1 failure to reimburse for business expenses, unfair competition that were or could have been  
2 asserted based on the facts and allegations made in the Action, including but not limited to claims  
3 asserted under Labor Code sections 201, 202, 203, 210, 226, 226.7, 256, 512, 1194, 1194.2, 1197,  
4 2802, and Business and Professions Code section 17200 *et seq.* as alleged in the Operative  
5 Complaints. Participating Class Members do not release any other claims, including claims for  
6 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
7 unemployment insurance, disability, social security, workers' compensation, or claims outside the  
8 Class Period.

9           6.       The Court further adjudges Plaintiff, the Aggrieved Employees, and the LWDA  
10 release the Released Parties from all claims that were or could have been asserted based on the  
11 facts and allegations made in the Action, including but not limited to claims asserted under Labor  
12 Code sections 201, 202, 203, 210, 212, 216, 218.5, 221, 222, 223, 225.5, 226, 226.6, 226.7,  
13 227.3, 233, 234, 245-248.5, 248.5, 256, 432, 432.5, 432.7, 512, 551, 552, 553, 558, 558.1,  
14 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2699, 2699.3, 2802,  
15 2804, 2810.3, 2810.5, 6400-6404, 6406, 6407, 6409.6, 6432, and the applicable sections of the  
16 Wage Orders as alleged in Plaintiff's LWDA letter and the Operative Complaints during the  
17 PAGA Period.

18           7.       One individual – Lavisia Haywood – submitted a timely and valid Request for  
19 Exclusion from the Settlement. This individual is therefore excluded from the Class and is not  
20 bound by the Settlement Agreement or this Order and Judgment, except as to the release of claims  
21 under PAGA.

22           8.       Under the Settlement Agreement, Defendant agrees to pay the total Gross  
23 Settlement Amount of \$1,750,000. The Settlement Administrator is ordered to distribute to the  
24 Participating Settlement Class Members and to the Aggrieved Employees their respective  
25 settlement payments as provided in the Settlement Agreement. Funds attributable to uncashed  
26 checks that remain after the check void date shall be forwarded to the California State Controller's  
27 Unclaimed Property Fund. No funds shall revert to Defendant.  
28

1           9.       The Court further orders that the Class Members be provided with notice of this  
2 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a  
3 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

4           10.       The Court approves an award of attorney's fees to Class Counsel in the amount of  
5 \$525,000.00 (reduced from the requested amount of \$583,333.33), and an award of costs and  
6 expenses in the amount of \$21,165.90. Such amounts shall be paid as provided in the Settlement  
7 Agreement. The Settlement Administrator is ordered to withhold five percent (5%) of the attorney's  
8 fees in an interest bearing account pending completion of the Compliance Hearing scheduled in  
9 Paragraph 14 below.

10           11.       The Court approves a service payment to plaintiff and Class Representative  
11 Maryana Alhark in the amount of \$10,000.00, and the Settlement Administrator is ordered to make  
12 such payment consistent with the terms of the Settlement Agreement.

13           12.       The Settlement Agreement provides the Settlement Administrator, Apex Class  
14 Action, LLC shall be paid from the Gross Settlement Amount for its services in administering the  
15 Settlement. As set forth in the Declaration of Stacey Shim, the Settlement Administrator is owed  
16 \$10,800 for services rendered and to be rendered in administering the settlement. The Court  
17 therefore orders that Apex be paid the amount of \$10,800 from the Gross Settlement Amount  
18 consistent with the terms of the Class Settlement Agreement.

19           13.       The Court approves PAGA penalties in the amount of \$150,000, to be paid from the  
20 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying  
21 PAGA. \$112,500 of this amount will be paid to the LWDA as the state's share of the civil penalties,  
22 and the remainder of \$37,500 will be distributed to the Aggrieved Employees consistent with the  
23 terms of the Settlement Agreement and PAGA.

24           14.       The Court sets a Compliance Hearing for January 28, 2027, at 9:00 am in  
25 Department 16 of the Contra Costa County Superior Court. Plaintiff is ordered to file a compliance  
26 report at least ten (10) court days before the Compliance Hearing.

27           15.       Under California Rule of Court 3.769(h), without affecting the finality of this Order  
28

1 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement  
2 of the Settlement Agreement pursuant to further orders of this Court until the final judgment  
3 contemplated becomes effective and each and every act agreed to be performed by the parties has  
4 been performed under the terms of the Settlement Agreement; (2) any other action necessary to  
5 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,  
6 construction, and interpretation of the Settlement Agreement.

7  
8 16. Neither this Order and Judgment nor the Settlement Agreement upon which it is  
9 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.  
10 This Order is not a finding of the validity or invalidity of any claims in this action or a determination  
11 of any wrongdoing by any party. The final approval of the parties' settlement will not constitute  
12 any opinion, position or determination of this Court as to the merits of the claims or defenses of  
13 any party.

14 17. Judgment is hereby entered as follows: Plaintiff Maryana Alhark and the  
15 Participating Class Members, consisting of all persons employed by Defendant in California and  
16 classified as a non-exempt hourly employee who worked for Defendant during the Class Period of  
17 December 20, 2018 to June 24, 2024, who have not otherwise opted out, shall take nothing from  
18 Defendants, except as set forth in the Settlement Agreement.

19 18. The Court shall retain jurisdiction over the parties to interpret, implement and  
20 enforce this Judgment.

21 **IT IS SO ORDERED AND ADJUDGED.**

22 

23 Hon. Edward Weil

24 Dated: 2/3/2026

25 \_\_\_\_\_  
26 Judge of the Superior Court

# **Exhibit A**

**CASE NAME: MARYAMA ALHARK VS. CORTEVA AGRISCIENCE LLC, A DELAWARE LIMITED LIABILITY COMPANY**

**\*HEARING ON MOTION IN RE: FINAL APPROVAL**

**FILED BY: ALHARK, MARYAMA**

**\*TENTATIVE RULING:\***

Plaintiff Maryama Alhark moves for final 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. (In conjunction with the motion for final approval, counsel refine the estimate to \$974,700.) 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 (now revised to \$2,331).

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.

Since preliminary approval, notice has been given. 417 notice packets were mailed, and only three were ultimately found undeliverable. One request for exclusion has been received, and no objections.

The settlement contains release language covering "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 (\$583,333/33), 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.) At the Court’s direction, counsel have prepared a lodestar fee estimate, estimating \$156,780, based on 195.9 hours, at a blended rate of \$800 per hour. This results in an imputed multiplier of 3.72. This imputed multiplier is relatively high for this type of case, in this Court’s experience. In addition, however, the average individual payment (\$2,331), is relatively high. The Court finds that a reasonable fee for this case would be 30% (as opposed to the requested 33 1/3%) which would constitute \$525,000. This still results in an imputed multiplier of 3.35.

Litigation costs of \$21,165.90 are reasonable and are approved.

Settlement administration costs of \$10,800 are reasonable and are approved.

The requested representative payment of \$10,000 for plaintiff is reviewed now, 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. Plaintiff attests that she spent at least 20-25 hours of time on the case, and she accepted undefined “risk” by doing so. Considering all of the factors, particularly the size of the settlement, the full requested payment is approved.

#### **D. Conclusion**

The Court finds that the settlement is fair, reasonable, and adequate, with the small reduction in the attorney’s fees. The motion is granted. Counsel are directed to prepare an order reflecting this tentative ruling and the other findings in the previously submitted proposed order. The judgment should identify the individual class member who is excluded, so that if they ever bring a claim, it can easily be determined that they are not bound by the settlement. 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 compliance hearing will be held in Department 16, the Honorable Benjamin Reyes, which is assigned to this case for all purposes as of March 1, 2026.

~~6. 9:00 AM CASE NUMBER: C23-02227  
CASE NAME: LATINIA JOHNSON VS. WALMART INC.  
\*HEARING ON MOTION IN RE: BE RELIEVED AS COUNSEL  
FILED BY: JOHNSON, LATINIA  
\*TENTATIVE RULING:\*~~

~~The motion is granted. Counsel is directed to serve the order relieving counsel in compliance with CRC 3.1362(d). Counsel is not formally relieved until the order is served on the client and proof of~~