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IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

LIZBETH RODRIGUEZ SANCHEZ,

Plaintiff,

vs

HUMAN BEES, INC. AND FEDERAL
EXPRESS CORPORATION,

Defendants.

Case No. 23CV032795

**[PROPOSED] ORDER GRANTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT**

Date: March 5, 2026

Time: 2:30 p.m.

Dept.: 15

Reservation # 436686695610

Plaintiff Lisbeth Rodriguez Sanchez's ("Plaintiff") Complaint in the above-captioned lawsuit contains a cause of action for relief under the California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* Whereas, Plaintiff and Defendants Human Bees, Inc. and Federal Express Corporation (collectively the "Parties") entered into a PAGA Settlement Agreement to settle Plaintiff's claims brought pursuant to PAGA, on behalf of Plaintiff and the State of California during the PAGA Period (as defined in the PAGA Settlement Agreement), including claims alleged for violations of the California Labor Code including but not limited to: (1) Non-Payment of Regular and/or Minimum Wages (Labor Code §§ 201, 202, and/or 204; Wage

1 Order 9-2001); (2) Non-Payment of Overtime and/or Double Time Wages (Labor Code § 510;
2 Wage Order 9-2001); (3) Failure to Provide Meal and Rest Periods (Labor Code § 226.7; 8 CCR §§
3 11010 et seq.); (4) Inadequate Records (Labor Code § 1174); (5) Pay Stub Violations (Labor Code
4 § 226); (6) Failure to Provide Written Notice of Employment-Related Information (Labor Code §
5 2810.5); and (7) Retaliation (Labor Code §§ 98.6 and 1102.5).

6 The Court, having considered the proposed PAGA Settlement Agreement pursuant to
7 California Labor Code § 2699(l), the Motion to Approve Settlement Agreement Pursuant to the
8 Private Attorneys General Act filed by Plaintiff, and good cause appearing, **IT IS HEREBY**
9 **ORDERED AS FOLLOWS:**

10 1. The Court, for purposes of this Order, refers to all defined terms as set forth in the
11 PAGA Settlement Agreement attached as Exhibit A to the Declaration of Martin Zurada in Support
12 of Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General Act.

13 2. Based on the California Supreme Court's opinion in *Arias v. Superior Court*, (2009)
14 46 Cal.4th 969, Plaintiff can seek PAGA civil penalties on behalf of the State of California and
15 other aggrieved employees without seeking class certification or meeting the requirements for class
16 certification.

17 3. The Court must "review and approve" any settlement of a PAGA action pursuant to
18 California Labor Code § 2699(l)(2).

19 4. The Court hereby finds that the PAGA penalties agreed to as part of the PAGA
20 Settlement Agreement are fair, reasonable, and adequate.

21 5. The Court approves the following payment schedule with respect to the Maximum
22 Settlement Amount as outlined in the PAGA Settlement Agreement: Defendants will pay the
23 Maximum Settlement Amount within 30 days of the date of this Order. The Settlement
24 Administrator will disburse the Maximum Settlement Amount pursuant to the terms set forth in the
25 PAGA Settlement Agreement.

26 6. The Court approves that a total of \$12,254.18 from the Maximum Settlement
27 Amount will be allocated to PAGA penalties. Pursuant to former California Labor Code § 2699(i),
28 that amount shall be divided, with 75% (\$9,190.63) being paid to the California Labor &

1 Workforce Development Agency (“LWDA”) and 25% (\$3,063.55) being paid to Aggrieved
2 Employees on a pro rata basis based on the number of pay periods worked by each Aggrieved
3 Employee during the PAGA Period.

4 7. The Court approves attorneys’ fees in the amount of \$10,033.33 (1/3 of the
5 Maximum Settlement Amount), and reimbursement of costs in the amount of \$3,285.49 to
6 Plaintiff’s Counsel, Venardi Zurada LLP, to be paid from the Maximum Settlement Amount.

7 8. The Court further approves payment of settlement administration fees in the amount
8 of \$4,527.00 to the Settlement Administrator, Rust Consulting, Inc., to be paid from the Maximum
9 Settlement Amount.

10 9. Plaintiff, the Aggrieved Employees (as defined in the PAGA Settlement
11 Agreement), and the State of California, are bound by the Released Claims (as defined in the
12 PAGA Settlement Agreement), and includes any and all claims for PAGA penalties as alleged in
13 Plaintiff’s instant lawsuit and Plaintiff’s PAGA Notice filed with the LWDA on June 29, 2022,
14 including claims alleged for violations of the California Labor Code for: (1) Non-Payment of
15 Regular and/or Minimum Wages (Labor Code §§ 201, 202, and/or 204; Wage Order 9-2001); (2)
16 Non-Payment of Overtime and/or Double Time Wages (Labor Code § 510; Wage Order 9-2001);
17 (3) Failure to Provide Meal and Rest Periods (Labor Code § 226.7; 8 CCR §§ 11010 et seq.); (4)
18 Inadequate Records (Labor Code § 1174); (5) Pay Stub Violations (Labor Code § 226); (6) Failure
19 to Provide Written Notice of Employment-Related Information (Labor Code § 2810.5); and (7)
20 Retaliation (Labor Code §§ 98.6 and 1102.5). The State of California, Aggrieved Employees, and
21 Plaintiff are deemed to have conclusively released and forever discharged Defendants and the
22 Released Parties (as defined in the PAGA Settlement Agreement) from any and all Released
23 Claims set forth in the PAGA Settlement Agreement, and are hereby permanently barred and
24 enjoined from the institution or prosecution of any and all Released Claims against the Defendants
25 and the Released Parties during the PAGA Period of March 4, 2022, through August 5, 2025.

26 10. Neither the PAGA Settlement Agreement, nor any payment made by Defendants
27 pursuant to the PAGA Settlement Agreement, are an admission by Defendants or the Released
28 Parties (as defined in the Settlement Agreement) of any wrongdoing whatsoever, nor is the Court’s

1 instant Order a finding of the validity of any claims in the instant action or of any wrongdoing by
2 Defendant or any Released Parties (as defined in the PAGA Settlement Agreement).

3 11. This Order shall constitute a Judgment for purposes of California Rules of Court,
4 Rule 3.769(h).

5 **IT IS SO ORDERED.**

6 Dated: _____, 2026

By: _____
7 Hon. Peter Borkon