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County of Alameda

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LIZBETH RODRIGUEZ SANCHEZ

7
8 **IN THE SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF ALAMEDA**

10 LIZBETH RODRIGUEZ SANCHEZ,

11
12 Plaintiff,

13 vs

14 HUMAN BEES, INC. AND FEDERAL
15 EXPRESS CORPORATION,

16 Defendants.

Case No. 23CV032795

**PLAINTIFF'S AMENDED NOTICE OF
MOTION AND AMENDED MOTION TO
APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT; MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT**

Date: August 27, 2026

Time: 2:30 pm

Dept.: 15

Reservation ID: 243868419712

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21 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

22
23 PLEASE TAKE NOTICE that on **08/27/2026**, at **2:30 PM**, or as soon thereafter as the matter may
24 be heard, before the Honorable Peter Borkon, Judge presiding, in Department **15** of the above
25 referenced Court, located at 1225 Fallon Street, Oakland, CA 94612, Plaintiff Lizbeth Rodriguez
26 Sanchez ("Plaintiff") will seek an Order approving the parties' PAGA Settlement Agreement under
27 the California Private Attorneys General Act, pursuant to the procedures set forth in California
28 Labor Code § 2698, et seq.

1 This motion will be based on this notice of motion, the attached memorandum of points and
2 authorities, the accompanying declaration of Martin Zurada, the records and file herein, and any
3 other such evidence as may be presented at the hearing on the motion.
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5 Dated: 04/16/2026

VENARDI ZURADA, LLP

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Martin Zurada
Attorneys for Plaintiff
LIZBETH RODRIGUEZ SANCHEZ

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2
3 **I. INTRODUCTION**

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5 Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698, et
6 seq., Plaintiff Lizbeth Rodriguez Sanchez ("Plaintiff") hereby moves the Court for an order
7 approving the non-reversionary PAGA settlement as set forth in the concurrently filed PAGA
8 Settlement Agreement ("Settlement Agreement" or "Agreement") pursuant to California Labor
9 Code Section 2699(l).¹

10 Pursuant to the terms of the Parties Settlement Agreement, Defendants Human Bees, Inc. and
11 Federal Express Corporation (collectively, "Defendants") will pay the Maximum Settlement
12 Amount of \$30,100.00, which includes a Net Settlement Amount of \$12,254.18 to be split between
13 the California Labor and Workforce Development Agency ("LWDA") and the aggrieved
14 employees, as required by PAGA. The Settlement Agreement is fair, adequate, and reasonable, as it
15 represents a reasonable compromise reached through extensive arm's length negotiations and
16 considers the risks, complexity, and expense of further litigation. Accordingly, Plaintiff requests
17 that the Court approve the settlement.
18

19
20 **II. FACTUAL AND PROCEDURAL BACKGROUND**

21 **A. Procedural History**

22
23 Plaintiff Lizbeth Rodriguez Sanchez was employed by Defendants from approximately November
24 2021 through January 11, 2022. On June 29, 2022, Plaintiff Sanchez provided the required
25 administrative notice to the LWDA, stating her intention to pursue a claim for relief under PAGA.
26 On May 8, 2023, Plaintiff filed a complaint in the Superior Court of California, County of
27 Alameda, alleging ten causes of action, including a representative claim under PAGA. The parties
28 have since reached a settlement of all claims. Plaintiff now seeks the Court's approval of the

1 settlement of the PAGA claim pursuant to Labor Code § 2699(1)(2). (Plaintiff's Complaint ¶¶ 7, 9,
2 16.)

3
4 **B. The deficiencies in the Prior Motion per this Court's Order have been fixed.**

5
6 On October 31, 2025, Plaintiff filed the initial Motion to Approve PAGA Settlement. On February
7 26, 2026, the Court issued a tentative ruling, and on March 5, 2026, entered an Order denying the
8 motion without prejudice. The Court identified two deficiencies requiring correction:

9 First, the Court found that Plaintiff had not provided documentation in support of requested
10 attorneys' fees of \$10,033.33, costs of \$3,285.49, or settlement administrator fees of \$4,527.

11 Second, the Court found the scope of the release overbroad because it purported to release claims
12 beyond those alleged in the LWDA Letter, contrary to *LaCour v. Marshalls of California, LLC*
13 (2023) 94 Cal.App.5th 1172, 1192-97.
14

15 This Amended Motion addresses both deficiencies. The Parties have revised the PAGA Settlement
16 Agreement to expressly narrow the release to only those violations specifically alleged in Plaintiff's
17 June 29, 2022 PAGA Notice to the LWDA, as detailed in Section II.C below. Additionally, this
18 Motion and the accompanying Declaration provide detailed evidentiary support for the requested
19 fees and costs, as detailed in Section V below.
20

21 **B. Background Facts and Discovery/Analysis Related to the PAGA Employees**

22
23 Plaintiff alleges that she was not paid all wages, was not provided compliant meal and rest breaks,
24 was not paid all overtime due, was not provided accurate wage statements, was not provided
25 written notice of employment terms, and was retaliated against for complaining about these
26 violations. (See, generally, Plaintiff's Complaint.) Plaintiff seeks to recover civil penalties under the
27 California Labor Code Private Attorneys General Act on behalf of other aggrieved employees and
28 the State of California. (Id.) Defendants dispute Plaintiff's allegations, deny that they have engaged

1 in any unlawful activity or otherwise failed to comply with the law, and deny that they have
2 liability to anyone under the claims asserted.

3
4 The Parties engaged in written discovery followed by a deposition of Plaintiff, as well as the PMQ
5 of each Defendant, followed by an additional exchange of information in advance of mediation, all
6 of which permitted Plaintiff's counsel to evaluate the potential scope of the alleged Labor Code
7 violations and PAGA exposure. (Zurada Decl. ¶ 6.) Plaintiff's counsel reviewed pay records, wage
8 statements, and documentation provided by Plaintiff, and conducted interviews with Plaintiff
9 regarding her hours worked, missed breaks, unpaid wages, inaccurate wage statements, and the
10 absence of required employment-related disclosures. (Id.) Plaintiff's counsel also propounded and
11 provided written discovery, defended the deposition of Plaintiff, and took the depositions of the
12 PMQ for each Defendant. (Id.) Plaintiff also received information from Defendants at the
13 mediation, which was later confirmed after the mediation, that helped to further establish the
14 number of employees and pay periods for the PAGA claim. (Id.)

15
16 Plaintiff alleges that the PAGA violations were the result of uniform policies and practices that
17 applied to other non-exempt package sorters employed by Defendants at the Federal Express
18 facility in Oakland, California. (Id. at ¶ 7.) Defendants dispute that any such violations occurred or
19 that any employees other than Plaintiff were aggrieved. (Id.)

20
21 The parties reached a settlement of all representative PAGA claims, calculated at \$50 per aggrieved
22 employee per pay period, after weighing the litigation risks, including the filed motion for summary
23 judgment challenging the viability of a "headless" PAGA claim, and the expense and delay of
24 continued proceedings. (Zurada Decl. ¶ 8.) If the MSJ were to be granted by the Court, the PAGA
25 claim would be dismissed in its entirety, because Plaintiff did not have her own individual PAGA
26 claims when her representative PAGA cause of action was filed in this case. (Id.) The other risks,
27 some that are more general to PAGA claims, and some specific to this PAGA claim are described
28 in section IV below.

**C. Resolution of All Claims Through Mediation; Details of the PAGA Settlement; and
Revised Settlement Agreement Addressing Court's Order**

On August 5, 2025, the parties participated in a mediation with mediator Eric Steinert, Esq. (Zurada Decl. ¶ 9.) With the assistance of Mr. Steinert, the parties agreed to settle Plaintiff's PAGA claims on September 30, 2025, pursuant to a written PAGA Settlement Agreement. (Id.)

Following the Court's March 5, 2026 Order, the Parties revised the PAGA Settlement Agreement to address the Court's concern regarding the scope of the release. (Zurada Decl. ¶ 5, Ex. A.) The revised Settlement Agreement now limits the Released Claims to only those violations specifically alleged in Plaintiff's June 29, 2022 PAGA Notice to the LWDA. (Id. at § I.13 and III.6.) This conforms to the requirement that "the scope of the LWDA's release must be limited to the scope of the PAGA notice." *LaCour v. Marshalls of California, LLC* (2023) 94 Cal.App.5th 1172, 1192-97; see also Court's March 5, 2026 Order at 1-2.

Specifically, the revised Settlement Agreement defines "Released Claims" as PAGA civil penalties for violations occurring during the specified time periods, arising out of the violations alleged in Plaintiff's PAGA Notice dated June 29, 2022, specifically: (1) failure to pay regular time pay; (2) failure to pay overtime; (3) failure to provide meal and rest periods; (4) failure to keep adequate time records; (5) failure to provide proper itemized pay statements; and (6) retaliation. (Zurada Decl., Ex. A § I.13 also see III.6 containing similar limiting language) The revised Settlement Agreement expressly states: "The Released Claims are limited to the violations alleged in Plaintiffs' June 29, 2022 PAGA Notice to the LWDA and no other claims." (Id.)

Specifically, the Settlement Agreement provides the following terms:

- The Aggrieved Employees "consist of all non-exempt employees of Defendant Human Bees who were placed to work at Defendant Federal Express Corporation at the facility located at AGFS OAKRS & OAKRT Ops, 9190 Edes Avenue, Oakland, CA 94603 during

1 the 6-week peak seasons during the PAGA Period, including between the dates of
2 November 27, 2022 - January 7, 2023; November 26, 2023 - January 6, 2024; and
3 November 24, 2024 - January 4, 2025. (Zurada Decl. Ex. A § I, 2.)
4

5 • The PAGA Period means the time period from March 4, 2022 through August 5, 2025.
6 (Id. at § I, 12.)
7

8 • A total settlement amount of \$30,100 ("Maximum Settlement Amount") (Zurada Decl. Ex.
9 A § III, 2.)
10

11 • Defendants will pay the Maximum Settlement Amount within 60 days of the date of the
12 Court's approval of the Parties' PAGA Settlement. (Id.)
13

14 • Rust Consulting, Inc., ("Settlement Administrator") will disburse the Maximum
15 Settlement Amount pursuant to the terms set forth in the Settlement Agreement. (Id. at §
16 IV.)
17

18 • The Maximum Settlement Amount is to be reduced by attorneys' fees in the amount of
19 \$10,033.33 (1/3 of the Maximum Settlement Amount), and reimbursement of costs in the
20 amount of \$3,285.49 to Plaintiff's Counsel, Venardi Zurada LLP which were prorated
21 between the PAGA and individual claims. (Id. at § III, 4, a.)
22

23 • Settlement administration fees in the amount of \$4,527.00 to the Settlement Administrator.
24 This was the cheaper of the two experienced and reliable alternative administrator services
25 considered by the Parties. (Id. at § III, 4, b.)
26

27 • The Net Settlement Amount (the Maximum Settlement Amount less attorneys' fees and
28 costs and administrative fees) in the amount of \$12,254.18, 75% of which equals \$9,190.63
to be paid to the California Labor & Workforce Development Agency ("LWDA"), and 25%
of which equals \$3,063.55 to be paid to Aggrieved Employee on a pro rata basis based on

1 the number of pay periods worked by each Aggrieved Employee during the PAGA Period.
2 (Zurada Decl. ¶ 8, Ex. A at § III, 5.)

3
4 • A release by Plaintiff and the State of California of any and all claims alleged in Plaintiff's
5 PAGA Notice filed with the LWDA on June 29, 2022, including claims alleged for
6 violations of the California Labor Code including but not limited to: (1) Non-Payment of
7 Regular and/or Minimum Wages (Labor Code §§ 201, 202, and/or 204; Wage Order 9-
8 2001); (2) Non-Payment of Overtime and/or Double Time Wages (Labor Code § 510; Wage
9 Order 9-2001); (3) Failure to Provide Meal and Rest Periods (Labor Code § 226.7; 8 CCR
10 §§ 11010 et seq.); (4) Inadequate Records (Labor Code § 1174); (5) Pay Stub Violations
11 (Labor Code § 226); (6) Failure to Provide Written Notice of Employment-Related
12 Information (Labor Code § 2810.5); and (7) Retaliation (Labor Code §§ 98.6 and 1102.5).
13 (Id. at Ex. A § I.13 and III.6; Plaintiff's Complaint.)

14
15 • Notice to the Aggrieved Employees consisting of a letter explaining why they are
16 receiving a settlement check, to be mailed by the Settlement Administrator along with the
17 settlement checks. (Zurada Decl. ¶ 9, Ex. A at § IV, 3; Ex. B.)

18 19 **III. PAGA REQUIREMENTS**

20 **A. PAGA Overview**

21
22 PAGA was enacted to allow such enforcement and recovery by private individuals who have been
23 aggrieved by their employers. (Arias v. Superior Court (2009) 46 Cal. 4th 969, 980.) Moreover,
24 75% of any penalties recovered under PAGA by an aggrieved employee is to be paid to California's
25 LWDA and the remaining 25% is to be shared amongst the aggrieved employees. (Cal. Lab. Code
26 § 2699(i).) To enforce and seek penalties under PAGA in a civil action, an aggrieved employee
27 must first provide written notice to the LWDA and the employer of the particular Labor Code
28 violation the aggrieved employee alleges the employer has violated. (See Cal. Labor Code §

1 2699.3(a)(1).) Once the LWDA notifies the aggrieved employee that it does not intend to
2 investigate the alleged violations or the time for the LWDA to investigate the claims passes, the
3 aggrieved employee is allowed to proceed in a civil action against the employer on the alleged
4 violations on behalf of all other similarly situated employees. (See Cal. Labor Code §
5 2699.3(a)(2)(A).)
6

7 In 2009, the California Supreme Court held that an aggrieved employee's representative action
8 brought on behalf of other similarly situated employees against an employer for PAGA violations
9 do not need to meet all of the requirements for class certification. (Arias, 46 Cal. 4th at 975, 980-
10 88.) As the California Supreme Court held, a plaintiff bringing suit under PAGA does so as the
11 proxy or agent of California's labor law enforcement agencies. (Id. at 986.) Because an employee's
12 PAGA action functions as a substitute for an action brought by the government itself, a judgment in
13 the PAGA action binds all those who would be bound by a judgment in an action brought by the
14 government. (Id.) Finally, in a settlement of a PAGA action brought by an aggrieved employee, the
15 Superior Court must "review and approve any settlement of any civil action filed pursuant to"
16 PAGA. (Cal. Lab. Code § 2699(1)(2).) As the Parties to this current PAGA action have reached
17 such an agreement, the Parties now seek this Court's approval as to the settlement of the penalties
18 amount.
19

20 **B. Standard for Approving PAGA Settlements**

21

22 "Despite the fact that a representative action under PAGA is not a class action and is instead a type
23 of qui tam action, a standard requiring the trial court to determine independently whether a PAGA
24 settlement is fair and reasonable is appropriate." (Moniz v. Adecco USA, Inc. (2021) 72
25 Cal.App.5th 56, 76, disapproved of on other grounds by Turrieta v. Lyft, Inc. (2024) 16 Cal.5th 664
26 [internal citations and quotations omitted].)
27
28

1 **IV. THE SETTLEMENT IS FAIR AND REASONABLE CONSIDERING THE**
2 **ATTENDANT RISKS OF CONTINUING LITIGATION**
3

4 Proceeding with this PAGA litigation entails significant risk on the underlying merits of Plaintiff's
5 theory, in addition to still-developing law under PAGA.

6
7 **A. Strength and Weaknesses**

8 Here, Plaintiffs alleged various theories of liability. Plaintiff claims that Defendant failed to pay all
9 wages owed due to employees working off the clock because Defendants shorted employees hours
10 on their wage statements. Plaintiff also alleges claims for Defendant's failure to provide compliant
11 and timely meal and rest periods, failure to provide accurate itemized wage statements, failure to
12 timely pay all final wages upon separation of employment, and retaliation. (Zurada Decl. ¶ 12.)
13

14 Each of these claims faces unique challenges if brought to trial. Defendants deny violating any
15 applicable laws and deny liability for any claims asserted. In this regard, Defendants contend that
16 they fully paid Plaintiff and Aggrieved Employees for all hours that they spent working and that
17 Plaintiff is incorrect in stating that Defendants shorted employees any hours. Moreover, Defendants
18 contend that if Plaintiff and Aggrieved Employees did spent any time working off-the-clock, it was
19 not done at the direction of Defendants and Plaintiff and Aggrieved Employees did not bring it to
20 Defendants attention if it occurred. Defendants also argue that they maintained legally compliant
21 meal and rest period policies, and that any violations were not the result of employer-driven
22 policies, but, rather, employee choice. In this regard, Defendants maintain that all required meal
23 and rest periods were provided to Plaintiff and Aggrieved Employees. In particular, Defendants
24 argue that all operations in the warehouse in which Plaintiff and Aggrieved Employees worked
25 ceased during employee meal periods making it improbable that an employee performed work
26 during meal periods. Defendants would have further argued that Plaintiff's claim of retaliation is
27
28

1 highly individualized in nature. Moreover, Defendants' pending motion for summary judgment
2 increases the risks associated with continuing the litigation. (Zurada Decl. ¶¶ 13, 14.)
3

4 In addition, one of the original PAGA representatives for this action, Maico Chales, stopped
5 cooperating with the litigation and was ultimately dismissed as a party to this case. (Zurada Decl. ¶
6 14(c)) Other employees were likewise reluctant to participate in this case, likely due to the low
7 amounts at stake for each individual employee, and those other employees are especially unlikely
8 to participate now given today's political environment and ICE enforcement actions. This would
9 have led to problems of proof in any trial. (Id.)
10

11 Finally, pursuant to Labor Code § 2699(f)(2) the Court can decline to award PAGA penalties where
12 "if, based on the facts and circumstances of the particular case, to do otherwise, would result in an
13 award that is unjust, arbitrary and oppressive, or confiscatory." Moreover, the calculation of per-
14 pay-period penalties could be limited based on evidence of the employer's good-faith compliance
15 efforts. (Zurada Decl. ¶ 14.) In other words, were this matter to go to trial, any award granted
16 would be at the discretion of the Court. Plaintiff further recognizes that there may be reasons that
17 the Court would be unwilling to issue an award in this matter even if Plaintiffs were able to prove
18 the PAGA violation at trial.
19

20 **B. Potential Exposure**

21 Defendants have indicated that the 175 Aggrieved Employees worked approximately 602 pay
22 periods during the PAGA Period. (Zurada Decl. Ex. A § III, 2.) Therefore, pursuant to PAGA,
23 Plaintiff has calculated the maximum total exposure, if the Court were to award penalties for every
24 violation alleged for every pay period worked by Aggrieved Employees (with stacking), to be as
25 high as \$270,900. (Zurada Decl. ¶ 13.) However, this analysis does not account for the possibility
26 that the Court could reduce the PAGA penalties. Moreover, the maximum estimated exposure is
27 largely theoretical and does not take into account the risk that the pending motion for summary
28

1 judgment could result in dismissal of Plaintiff's entire PAGA claim because there is currently a split
2 of authority in California on whether or not a "headless" PAGA claim can proceed. Despite these
3 risks, the gross settlement is still approximately 11.11% of the total estimated exposure. (Id.) The
4 proposed settlement exceeds the value of other PAGA settlements approved by California courts.
5 (See, e.g., Hopson v. Hanesbrands Inc., 2009 WL 928133, *9 (N.D. Cal. Apr. 3, 2009) [approving
6 total PAGA allocation that was 0.49% of \$408,420.32 gross settlement; Moore v. PetSmart, Inc.,
7 2015 WL 5439000, *8 (N.D. Cal. Aug. 4, 2015) [approving total PAGA allocation that was 0.5%
8 of \$10,000,000 gross settlement]; Lusby v. Gamestop Inc., 97 F.R.D. 400, 407 (N.D. Cal. 2013)
9 [approving total PAGA allocation that was 0.67% of \$750,000 gross settlement].) A PAGA
10 allocation need not represent any particular percentage of the overall settlement value in order to
11 secure court approval, and courts routinely approve PAGA settlements representing only a very
12 small fraction of the overall settlement value.
13

14 Accordingly, Plaintiff submits that the proposed settlement is fair and reasonable in light of the
15 risks associated with continuing litigation and the settlement value achieved.
16

17 **V. ATTORNEYS' FEES, COSTS, AND SETTLEMENT ADMINISTRATION EXPENSES**
18 **ARE REASONABLE AND SUPPORTED BY EVIDENCE**
19

20 As required by the Court's March 5, 2026 Order, Plaintiff provides detailed evidentiary support for
21 the requested attorneys' fees, litigation costs, and settlement administration expenses.
22

23 **A. Legal Standard for Attorneys' Fees in PAGA Actions**

24 PAGA allows a prevailing plaintiff to obtain attorneys' fees and costs. (Cal. Lab. Code § 2699(g).)
25 California courts have recognized that an appropriate method for determining attorneys' fees in
26 representative actions is to use a percentage of the total settlement value or, alternatively, the
27 lodestar method with potential multipliers. Wershba v. Apple Computer, Inc. (2001) 91 Cal. App.
28

4th 224, 254; Serrano v. Priest (1977) 20 Cal. 3d 25, 34 ("Serrano III"); Boeing Co. v. Van Gemert (1980) 444 U.S. 472, 478; Vincent v. Hughes Air West, Inc. (9th Cir. 1997) 557 F.2d 759, 769.)

B. Requested Attorneys' Fees of \$10,033.33 (One-Third of Gross Settlement) Are Reasonable

PAGA Counsel seeks one-third (1/3) of the Gross Settlement Amount in attorneys' fees, or \$10,033.33. This is reasonable under both the percentage-of-recovery method and the lodestar method with negative multiplier.

1. Work Performed and Time Expended

This case was prosecuted by Venardi Zurada LLP from its inception in 2022 through the present settlement. The principal attorney was Martin Zurada, a partner with over 27 years of legal experience including more than 20 years specializing in employment law. (Zurada Decl. ¶ 15(a) and (b)) Mr. Zurada was assisted by multiple attorneys and paralegals at various phases. (Id.)

The litigation involved complex legal and factual issues, including:

- Whether Plaintiff, who did not work during the PAGA Period, had standing to pursue representative PAGA claims (a "headless" PAGA issue with split authority in California)
- Whether alleged Labor Code violations occurred and were systemic
- Defense challenges through a pending motion for summary judgment
- Proof challenges given that aggrieved employees were reluctant to participate

(Zurada Decl. ¶ 15(c))

The work performed over approximately four years included: (Zurada Decl. ¶ 15(d))

Pre-Litigation & PAGA Notice (2022)

- Attorney time: 15 hours
- Paralegal time: 5 hours

1 - Work included: Client intake and consultation; investigation of alleged violations; legal research
2 on PAGA notice requirements; drafting PAGA notice to LWDA; coordination of certified mailing
3 to defendants and LWDA
4

5 Pleadings (2023)

6 - Attorney time: 10 hours

7 - Paralegal time: 5 hours

8 - Work included: Drafting complaint with 10 causes of action including PAGA claim; legal
9 research on joint employer liability theories; filing and service coordination; amendments to
10 pleadings
11

12 Case Management & Written Discovery (2023-2024)

13 - Attorney time: 30 hours

14 - Paralegal time: 15 hours

15 - Work included: Preparing for and attending case management conferences; propounding Requests
16 for Production and Special Interrogatories on multiple defendants; extensive meet and confer
17 regarding discovery responses and missing employment records; reviewing employment records,
18 time records, and pay stubs; analyzing payroll data for PAGA exposure calculation
19

20 Depositions (2024)

21 - Attorney time: 30 hours

22 - Paralegal time: 8 hours

23 - Work included: Preparing deposition notices and outlines; preparing for depositions of Persons
24 Most Qualified for each defendant; conducting videotaped depositions; reviewing deposition
25 transcripts; coordinating logistics and exhibits
26

27 Motion for Summary Judgment Opposition (2025)

28 - Attorney time: 25 hours

1 - Paralegal time: 5 hours

2 - Work included: Legal research on "headless" PAGA claims and standing requirements; analyzing
3 pending MSJ and legal theories; drafting opposition strategy (matter settled before opposition was
4 filed)

5
6 Mediation & Settlement Negotiations (2025)

7 - Attorney time: 30 hours

8 - Paralegal time: 4 hours

9 - Work included: Preparing detailed mediation brief analyzing liability and damages; calculating
10 PAGA exposure; participating in full-day mediation with Eric Steinert, Esq.; post-mediation
11 negotiations; coordinating mediator's proposal

12
13 Settlement Documentation (2025-2026)

14 - Attorney time: 25 hours

15 - Paralegal time: 5 hours

16 - Work included: Drafting comprehensive PAGA Settlement Agreement; negotiating terms with
17 defense counsel; coordinating client signature with Spanish translation; drafting initial motion for
18 approval; drafting amended motion addressing Court's Order; revising settlement agreement to
19 address overbroad release issue; coordinating with settlement administrator

20
21 Total Time Expended:

22 - Attorney time: 165 hours

23 - Paralegal time: 47 hours

24 (Zurada Decl. ¶ 15(d))
25

26 Even if one third of that time is attributed to the PAGA claim the attorney time is 55 hours and
27 paralegal time is in excess of 15 hours.
28

1 **2. Lodestar Calculation Confirms Reasonableness**

2
3 Martin Zurada, the principal attorney, has been approved at hourly rates up to \$900/hour in San
4 Francisco Bay Area fee petitions in Alameda County. (Zurada Decl. ¶ 15(a)) Other attorneys at the
5 firm who worked on this matter had varying experience levels, with blended rates of \$500/hour
6 being reasonable for Alameda County employment litigation. (Id.) Paralegal rates of \$150-
7 \$175/hour are standard and reasonable. (Id.)

8
9 Applying conservative rates to the time expended:

- 10 - Lead attorney time: 165 hours x \$900/hour = \$148,500
11 - Paralegal time: 47 hours x \$150/hour = \$7,050
12 - 1/3 Adjustment: \$51,580

13
14 The requested fee of \$10,033.33 is less than 20% of the lodestar calculation, demonstrating that
15 counsel has worked at a drastically reduced effective rate to secure this settlement. Put another
16 way, counsel's effective hourly rate for this matter is under \$200/hour—far below market rates for
17 employment litigation. (Zurada Decl. ¶ 15(e)) This substantial discount reflects: (1) counsel's
18 contingency fee arrangement with no guarantee of recovery; (2) the significant litigation risks,
19 including the pending motion for summary judgment challenging the viability of Plaintiff's
20 "headless" PAGA claim; (3) workforce participation challenges; and (4) the relatively modest
21 settlement amount limiting fee recovery. (Zurada Decl. ¶¶ 15(e) and (f))

22
23 **3. Percentage-of-Recovery Method Also Supports Fee Request**

24 Courts routinely approve contingency fees of 33-40% in PAGA and wage-and-hour settlements.
25 (See Martin v. AmeriPride Servs., Inc., 2011 WL 231604, at *8 (S.D. Cal. June 9, 2011) ["More
26 particularly, courts may award attorneys' fees in the 30-40% range in wage and hour class actions
27 that result in recovery of a common fund under \$10 million."]; Singer v. Becton Dickinson and Co.,
28

2010 U.S. Dist. LEXIS 53416, 2010 WL 2196104, * 8 (S.D. Cal. June 1, 2010) [approving attorney fee award and finding that award was similar to awards in three other wage and hour class action cases where fees ranged from 33.3% to 40%].) The requested one-third fee falls well within this accepted range and is reasonable given the work performed, risks undertaken, and results achieved.

C. Litigation Costs of \$3,285.49 Are Reasonable and Documented

Plaintiff's counsel advanced \$9,856.47 in litigation costs, which were prorated 1/3 to PAGA (i.e. \$3,285.49) and 2/3 to the individual claims (which settled separately) based on relative settlement values. (Zurada Decl. ¶ 16 and 17.) These costs include:

- Filing fees (all filing): \$920
- Service of process fees: \$195
- Deposition costs (court reporter, transcripts, videography): \$5,457
- Mediation fees: \$3,250
- Postage and certified mailing: \$22

(Zurada Decl. ¶ 16 and 17, Ex. C)

The \$3,285.49 in costs requested were necessarily incurred in prosecuting this action and are reasonable and customary in PAGA litigation. (Id.)

D. Settlement Administration Costs of \$4,527 Are Reasonable

The parties selected Rust Consulting, Inc. as Settlement Administrator based on their experience with PAGA settlements, past experience with this administrator, and because it offered the most competitive pricing. (Zurada Decl. ¶ 18.) Rust provided a written cost estimate of \$4,527 to administer this settlement, which includes: (1) receiving and processing class data from defendants; (2) performing address updates and skip tracing; (3) calculating individual settlement awards on a pro rata basis; (4) preparing and mailing settlement checks and explanatory notices in English and

1 Spanish to approximately 175 aggrieved employees; (5) handling returned mail and re-mailings; (6)
2 processing uncashed checks to the State Controller; and (7) providing final accounting to the parties
3 and the Court. (Id., Ex. D)
4

5 This cost estimate is reasonable given the number of aggrieved employees and the administrative
6 tasks required. The parties considered alternative administrators but Rust offered competitive
7 pricing for experienced PAGA administration services. (Zurada Decl. ¶ 18)
8

9 **E. Conclusion**

10 The Court's March 5, 2026 Order required evidentiary support for requested fees and costs. Plaintiff
11 has now provided detailed documentation of: (1) the substantial work performed over four years
12 prosecuting this matter; (2) lodestar calculations showing the requested fee represents less than
13 20% of the value of services rendered; (3) itemized litigation costs necessarily incurred; and (4)
14 competitive settlement administration cost estimates. The requested amounts are fair, reasonable,
15 and amply supported by the evidence.
16

17 **VI. NOTICE TO THE LWDA HAS BEEN PROVIDED**

18

19 Pursuant to California Labor Code § 2699(l), concurrently with the filing of the initial motion,
20 Plaintiff uploaded the initial motion, PAGA Settlement Agreement, and proposed order to the
21 LWDA's online portal on 10/31/2025. Following the Court's Order and revision of the settlement
22 agreement, Plaintiff uploaded the amended motion, revised PAGA Settlement Agreement, and
23 revised proposed order to the LWDA's online portal on 04/16/2026. Plaintiff shall submit to the
24 LWDA a copy of the Court's order approving the Settlement Agreement within ten (10) days after
25 entry of such order. (Zurada Decl. ¶ 19.)
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28

1 **VII. CONCLUSION**

2
3 Based on the above, Plaintiff requests that the Court approve the PAGA settlement.

4 Dated: 04/16/2026

VENARDI ZURADA, LLP

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7 

8 Martin Zurada
9 Attorney for Plaintiff
10 Lizbeth Rodriguez Sanchez
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I, Martin Zurada, declare:

1. I am an attorney duly licensed to practice law before all the courts of the State of California and I am a partner at Venardi Zurada LLP, attorneys of record for Plaintiff Lizbeth Rodriguez Sanchez ("Plaintiff") in the above-entitled matter. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.
2. I submit this declaration in support of Plaintiff's Amended Motion to Approve Settlement Pursuant to the Private Attorneys General Act.
3. On March 5, 2026, the Court entered an Order denying Plaintiff's initial Motion to Approve PAGA Settlement without prejudice. The Court identified two deficiencies: (1) lack of documentation in support of requested attorneys' fees of \$10,033.33, costs of \$3,285.49, or settlement administrator fees of \$4,527; and (2) an overbroad release that purported to release claims beyond those alleged in the LWDA Letter, contrary to *LaCour v. Marshalls of California, LLC* (2023) 94 Cal.App.5th 1172, 1192-97. This Amended Motion and Declaration address both deficiencies identified by the Court.
4. Following the Court's Order, the Parties revised the PAGA Settlement Agreement to address the Court's concern regarding the scope of the release. The revised Settlement Agreement now expressly limits the Released Claims to only those violations specifically alleged in Plaintiff's June 29, 2022 PAGA Notice to the LWDA. Specifically, Section I.13 of the revised Agreement now defines "Released Claims" as PAGA civil penalties for violations occurring during the specified time periods (November 27, 2022 - January 7, 2023; November 26, 2023 - January 6, 2024; and November 24, 2024 - January 4, 2025), arising out of the violations alleged in Plaintiff's

1 PAGA Notice dated June 29, 2022, specifically: (1) failure to pay regular time pay; (2)
2 failure to pay overtime; (3) failure to provide meal and rest periods; (4) failure to keep
3 adequate time records; (5) failure to provide proper itemized pay statements; and (6)
4 retaliation. The revised Settlement Agreement expressly states: "The Released Claims
5 are limited to the violations alleged in Plaintiffs' June 29, 2022 PAGA Notice to the
6 LWDA and no other claims." This conforms to *LaCour v. Marshalls of California, LLC*
7 (2023) 94 Cal.App.5th 1172, 1192-97, which requires that "the scope of the LWDA's
8 release must be limited to the scope of the PAGA notice." This is further emphasized in
9 Section III.6. All parties have signed the revised Settlement Agreement.
10

- 11 5. A true and correct copy of the revised PAGA Settlement Agreement entered into
12 between Plaintiff and Defendants Human Bees, Inc. and Federal Express Corporation
13 (collectively, "Defendants") is attached hereto as **Exhibit A**.
14
- 15 6. Prior to entering into the PAGA Settlement Agreement, the Parties engaged in written
16 discovery followed by a deposition of Plaintiff, as well as the PMQ of each Defendant,
17 followed by an additional exchange of information in advance of mediation, all of which
18 permitted Plaintiff's counsel to evaluate the potential scope of the alleged Labor Code
19 violations and PAGA exposure. Plaintiff's counsel reviewed pay records, wage
20 statements, and documentation provided by Plaintiff, and conducted interviews with
21 Plaintiff regarding her hours worked, missed breaks, unpaid wages, inaccurate wage
22 statements, and the absence of required employment-related disclosures. Plaintiff's
23 counsel also propounded and provided written discovery, defended the deposition of
24 Plaintiff, and took the depositions of the PMQ for each Defendant. Plaintiff also
25 received information from Defendants at the mediation, which was later confirmed after
26 the mediation, that helped to further establish the number of employees and pay periods
27 for the PAGA claim.
28

- 1 7. Plaintiff alleges that the PAGA violations were the result of uniform policies and
2 practices that applied to other non-exempt package sorters employed by Defendants at
3 the Federal Express facility in Oakland, California. Defendants dispute that any such
4 violations occurred or that any employees other than Plaintiff were aggrieved.
5
- 6 8. The parties reached a settlement of all representative PAGA claims, calculated at \$50
7 per aggrieved employee per pay period, after weighing the litigation risks, including the
8 filed motion for summary judgment challenging the viability of a "headless" PAGA
9 claim, and the expense and delay of continued proceedings. If the MSJ were to be
10 granted by the Court, the PAGA claim would be dismissed in its entirety, because
11 Plaintiff did not have her own individual PAGA claims when her representative PAGA
12 cause of action was filed in this case.
13
- 14 9. On August 5, 2025, the parties participated in a mediation with mediator Eric Steinert,
15 Esq. With the assistance of Mr. Steinert, the parties agreed to settle Plaintiff's PAGA
16 claims on September 30, 2025, pursuant to a written PAGA Settlement Agreement. As a
17 result of settlement discussions between the Parties and their counsel, the Parties agreed,
18 compromised, settled, and released any and all PAGA claims predicated on the alleged
19 Labor Code violations as set forth in the Complaint, subject to the Court's approval.
20
- 21 10. The Net Settlement Amount (the Maximum Settlement Amount less attorneys' fees and
22 costs and administrative fees) is \$12,254.18, 75% of which equals \$9,190.63 to be paid
23 to the California Labor & Workforce Development Agency ("LWDA"), and 25% of
24 which equals \$3,063.55 to be paid to Aggrieved Employee on a pro rata basis based on
25 the number of pay periods worked by each Aggrieved Employee during the PAGA
26 Period.
27
28

1 11. Notice to the Aggrieved Employees will be provide via a letter explaining why they are
2 receiving a settlement check, to be mailed by the Settlement Administrator along with
3 the settlement checks. A true and correct copy of the proposed letter to the Aggrieved
4 Employees is attached hereto as **Exhibit B**.

5
6 12. Here, Plaintiffs alleged various theories of liability. Plaintiff claims that Defendant
7 failed to pay all wages owed due to employees working off the clock because
8 Defendants shorted employees hours on their wage statements. Plaintiff also alleges
9 claims for Defendant's failure to provide compliant and timely meal and rest periods,
10 failure to provide accurate itemized wage statements, failure to timely pay all final
11 wages upon separation of employment, and retaliation.

12
13 13. Each of these claims faces unique challenges if brought to trial. Defendants deny
14 violating any applicable laws and deny liability for any claims asserted. In this regard,
15 Defendants contend that they fully paid Plaintiff and Aggrieved Employees for all hours
16 that they spent working and that Plaintiff is incorrect in stating that Defendants shorted
17 employees any hours. Moreover, Defendants contend that if Plaintiff and Aggrieved
18 Employees did spent any time working off-the-clock, it was not done at the direction of
19 Defendants and Plaintiff and Aggrieved Employees did not bring it to Defendants
20 attention if it occurred. Defendants also argue that they maintained legally compliant
21 meal and rest period policies, and that any violations were not the result of employer-
22 driven policies, but, rather, employee choice. In this regard, Defendants maintain that all
23 required meal and rest periods were provided to Plaintiff and Aggrieved Employees. In
24 particular, Defendants argue that all operations in the warehouse in which Plaintiff and
25 Aggrieved Employees worked ceased during employee meal periods making it
26 improbable that an employee performed work during meal periods. Defendants would
27 have further argued that Plaintiff's claim of retaliation is highly individualized in nature.
28

Moreover, Defendants' pending motion for summary judgment increases the risks associated with continuing the litigation.

14. I have been practicing employment law in California for over 20 years and have extensive experience litigating California wage and hour class and PAGA representative actions. Based on my extensive experience, the Maximum Settlement Amount of \$30,100 is reasonable, fair, and adequate given the circumstances of this action and the number of PAGA pay periods at issue. The Maximum Settlement Amount is also reasonable in light of the risks and uncertainties surrounding Plaintiff's PAGA claims. The risks included the following:

- a. Although Plaintiff believes the evidence supports the alleged Labor Code violations, Defendant has asserted several defenses that, if successful, could preclude or substantially limit recovery. Defendant contends that it maintained compliant policies and that any violations were isolated, inadvertent, or otherwise non-systemic. Moreover, the resolution of factual disputes—such as whether employees were fully relieved of duty during meal periods or properly compensated for all hours worked—would require extensive individualized proof and witness testimony. These factual complexities create significant litigation risk.
- b. There was a risk that the PAGA claim would be dismissed by the Court in its entirety as a "headless" PAGA claim on the pending Motion for Summary Judgment. There is currently a split of authority in California as to the viability of a "headless" PAGA claim.
- c. Plaintiff lost one of the two PAGA representatives, Maico Chales, who stopped cooperating with the litigation and was ultimately dismissed as a party to this case. Other employees were likewise reluctant to participate in this case, likely due to the

low amounts at stake for each individual employee, and those other employees are especially unlikely to participate now given today's political environment and ICE enforcement actions. This would have led to problems of proof in any trial.

d. The Court also have discretionary authority to limit the scope of PAGA penalties.

There was a substantial risk that Plaintiff would not be able to demonstrate systemic issues and/or that those issues were uniform enough to apply to other employees who were not cooperating with the PAGA claim. The Court retains broad discretion to reduce civil penalties that are deemed "unjust, arbitrary, oppressive, or confiscatory" under Labor Code § 2699(e)(2). Moreover, the calculation of per-pay-period penalties could be limited based on evidence of the employer's good-faith compliance efforts.

e. Plaintiff has calculated the maximum total exposure, if the Court were to award penalties for every violation alleged for every pay period worked by Aggrieved Employees (with stacking), to be as high as \$270,900. However, this analysis does not account for the possibility that the Court could reduce the PAGA penalties. Moreover, the maximum estimated exposure is largely theoretical and does not take into account the risk that the pending motion for summary judgment could result in dismissal of Plaintiff's entire PAGA claim because there is currently a split of authority in California on whether or not a "headless" PAGA claim can proceed. Despite these risks, the gross settlement is still approximately 11.11% of the total estimated exposure.

15. Attorney Time and Fee Justification. As required by the Court's March 5, 2026 Order, I provide detailed information regarding the work performed and time expended by myself and my firm in prosecuting this matter to support the requested attorneys' fees of \$10,033.33 (one-third of the Gross Settlement Amount).

- 1 a. I am a partner at Venardi Zurada LLP with over 27 years of legal experience,
2 including more than 20 years specializing in employment law. I am a graduate of
3 Hamline University School of Law and have been approved at hourly rates up to
4 \$900/hour in Alameda County employment litigation.
5
- 6 b. This case was prosecuted entirely on a contingency fee basis from 2022 through the
7 present, with no guarantee of recovery. I served as lead counsel and was primarily
8 responsible for all major aspects of the litigation. At various phases, I was assisted
9 by paralegal staff, primarily Noemi Gonzalez, Diana Zarco, Talytta Pinheiro, and
10 Christina Souza, who provided essential support including court filings, discovery
11 coordination, deposition logistics, client communications in Spanish, translation
12 services, and settlement administration coordination.
13
- 14 c. The litigation involved complex legal and factual issues. Factually, there was a
15 dispute as to whether Plaintiff, who did not work during the PAGA Period (March 4,
16 2022 through August 5, 2025), had standing to pursue representative PAGA claims
17 on behalf of aggrieved employees—a "headless" PAGA issue on which California
18 courts are split. Defendants filed a motion for summary judgment challenging
19 Plaintiff's standing, creating substantial risk that the entire PAGA claim could be
20 dismissed. Additionally, aggrieved employees—who were predominantly migrant,
21 Spanish-speaking, seasonal workers—were reluctant to participate in the litigation,
22 creating proof challenges for trial.
23
- 24 d. The work by my law firm in this case included the following:
25
- 26 i. Pre-Litigation & PAGA Notice (2022) — 15 attorney hours, 5 paralegal
27 hours: Client intake and consultation with Spanish-speaking clients; factual
28 investigation of alleged Labor Code violations; legal research on PAGA

1 notice requirements and applicable Labor Code sections; drafting
2 comprehensive PAGA notice to LWDA; coordination of certified mailing to
3 defendants and LWDA; follow-up with LWDA.
4

5 ii. Pleadings (2023) — 10 attorney hours, 5 paralegal hours: Legal research on
6 causes of action and joint employer liability theories; drafting 10-cause
7 complaint including individual wage-and-hour claims, retaliation claims, and
8 PAGA representative claim; filing and service coordination; amendments to
9 pleadings; meet and confer on pleading issues.
10

11 iii. Case Management & Written Discovery (2023-2024) — 30 attorney hours,
12 15 paralegal hours: Preparing for and attending multiple case management
13 conferences; legal research on discovery issues; drafting comprehensive
14 Requests for Production and Special Interrogatories propounded on each
15 defendant; extensive meet and confer correspondence regarding inadequate
16 responses and missing employment records; multiple rounds of supplemental
17 responses; reviewing employment records, time records, pay stubs, and
18 payroll data produced by defendants; analyzing data to calculate potential
19 PAGA exposure; identifying gaps in records and extrapolation issues.
20

21 iv. Depositions (2024) — 30 attorney hours, 8 paralegal hours: Legal research
22 on deposition topics; preparing detailed deposition notices and outlines;
23 extensive preparation for depositions of Persons Most Qualified for each
24 defendant regarding timekeeping practices, wage payment policies, and
25 break policies; conducting two full-day videotaped depositions; reviewing
26 deposition transcripts and identifying key admissions; coordinating logistics,
27 exhibits, and interpreters.
28

- 1 v. Motion for Summary Judgment Analysis (2025) — 25 attorney hours, 5
2 paralegal hours: Reviewing Defendants' motion for summary adjudication
3 challenging Plaintiff's PAGA standing; extensive legal research on
4 "headless" PAGA claims, analyzing conflicting California appellate
5 decisions; research on standing requirements under PAGA; drafting
6 opposition strategy and legal arguments; evaluating litigation risks and
7 likelihood of success (matter settled before opposition was filed, but this
8 work informed settlement negotiations).
9
- 10 vi. Mediation & Settlement Negotiations (2025) — 30 attorney hours, 4
11 paralegal hours: Preparing detailed mediation brief analyzing liability,
12 damages, and PAGA exposure; calculating civil penalties based on payroll
13 data; preparing exhibits and supporting documents; participating in full-day
14 mediation session with Eric Steinert, Esq. on August 5, 2025; post-mediation
15 negotiations over several weeks; evaluating and responding to mediator's
16 proposal; multiple rounds of revisions to settlement terms; coordinating with
17 clients.
18
- 19 vii. Settlement Documentation & Court Approval (2025-2026) — 25 attorney
20 hours, 5 paralegal hours: Drafting comprehensive PAGA Settlement
21 Agreement with multiple revisions; negotiating specific terms with defense
22 counsel including release language, allocation formulas, and administrative
23 provisions; coordinating execution of settlement agreement including
24 Spanish translation for client; drafting initial motion for approval with
25 supporting declaration and exhibits; researching PAGA settlement approval
26 standards; uploading documents to LWDA portal per Labor Code § 2699(1);
27 after Court's Order, revising settlement agreement to narrow release language
28

1 per LaCour and Court's directive; drafting amended motion addressing
2 Court's concerns; preparing supplemental declaration and exhibits regarding
3 fees and costs; coordinating with settlement administrator on cost estimates.
4

5 viii. Total Time Expended:

- 6 - Attorney time: 165 hours
 - 7 - Paralegal time: 47 hours
- 8

9 ix. With one third of that time is attributed to the PAGA claim the attorney time
10 is 55 hours and paralegal time is in excess of 15 hours.

11 e. Lodestar Analysis: Applying my previously approved hourly rate of \$900/hour to
12 the 165 attorney hours expended yields \$148,500. Adding paralegal time at
13 \$150/hour (47 hours = \$7,050) produces a total lodestar of \$155,550 which equals
14 \$51,580 with a 1/3 adjustment. The requested fee of \$10,033.33 is less than 20% of
15 this lodestar, representing a negative multiplier. In other words, my firm's effective
16 hourly rate for this matter is less than \$200 per hour—far below market rates for
17 employment litigation in Alameda County. This substantial discount reflects the
18 contingency nature of the representation, the significant litigation risks (including
19 the pending MSJ that could have resulted in zero recovery), and the relatively
20 modest settlement amount.
21

22 f. Reasonableness: The requested one-third contingency fee is reasonable and falls
23 well within the 33-40% range routinely approved by California courts in PAGA and
24 wage-and-hour settlements. See *Martin v. AmeriPride Servs., Inc.*, 2011 WL
25 231604, at *8 (S.D. Cal. June 9, 2011); *Singer v. Becton Dickinson and Co.*, 2010
26 WL 2196104, *8 (S.D. Cal. June 1, 2010). Given the work performed over four
27 years, the substantial risks undertaken on a pure contingency basis, the complexity
28

1 of the legal and factual issues, and the meaningful result achieved for aggrieved
2 employees despite significant obstacles, the requested fee is fair and reasonable.
3

4 16. Litigation Costs.

- 5 a. My firm advanced \$9,856.47 in litigation costs in this matter, which were prorated
6 between the individual settlement (which resolved separately) 2/3 to the individual
7 settlement and 1/3 to the PAGA settlement based on relative settlement amounts.
8 b. The total costs include: Filing fees (all filing): \$920, Service of process fees: \$195,
9 Deposition costs (court reporter, transcripts, videography): \$5,457, Mediation fees:
10 \$3,250, and Postage and certified mailing: \$22.
11 c. The prorated \$3,285.49 in costs requested were necessarily incurred in prosecuting
12 this action and are reasonable and customary in PAGA litigation.
13

14 17. A true and correct itemized breakdown of litigation costs is attached as **Exhibit C**. All costs
15 were necessarily incurred in prosecuting this action and are reasonable and customary in
16 PAGA litigation. These costs were advanced by my firm with no guarantee of
17 reimbursement in the event the case was unsuccessful.
18

19 18. Settlement Administration Costs.
20

- 21 a. The parties engaged Rust Consulting, Inc. as Settlement Administrator based on
22 their substantial experience with PAGA settlements, prior experience with this
23 provider, and competitive pricing. We solicited cost estimates from Rust and one
24 other reputable settlement administrator and Rust was substantially cheaper. Rust
25 provided the most competitive estimate at \$4,527 to administer this settlement. This
26 is a reasonable amount for a 175 claimant administration. A true and correct copy of
27 Rust's written cost estimate is attached as **Exhibit D**.
28

- 1
- 2 b. The estimated administration costs cover: (1) receiving and securely processing
- 3 class data from defendants containing approximately 175 employees over 602
- 4 aggrieved employee pay periods; (2) performing National Change of Address
- 5 database searches and skip tracing for updated addresses; (3) calculating individual
- 6 settlement awards on a pro rata basis based on pay periods worked; (4) preparing
- 7 settlement checks and explanatory notices; (5) translating notices into Spanish; (6)
- 8 mailing checks and notices via First-Class U.S. Mail to all aggrieved employees; (7)
- 9 handling returned mail, performing address research, and conducting re-mailings;
- 10 (8) processing uncashed checks to the State Controller's Office Unclaimed Property
- 11 Division; (9) issuing tax forms (IRS 1099s); and (10) providing final accounting to
- 12 the parties and the Court.
- 13
- 14
- 15 c. This cost estimate is reasonable given the scope of work required, the number of
- 16 aggrieved employees, and the complexity of the settlement administration including
- 17 bilingual notices and multi-stage mailing procedures. The parties considered
- 18 alternative settlement administrators but determined Rust offered the best
- 19 combination of experience and competitive pricing for PAGA administration
- 20 services.
- 21

22 19. Pursuant to California Labor Code § 2699(l), concurrently with the filing of the initial

23 motion, I uploaded the initial motion, PAGA Settlement Agreement, and proposed order to

24 the LWDA's online portal on October 31, 2025. Following the Court's Order and revision of

25 the settlement agreement, I uploaded the amended motion, revised PAGA Settlement

26 Agreement, and revised proposed order to the LWDA's online portal on **04/16/2026**. I will

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submit to the LWDA a copy of the Court's order approving the Settlement Agreement
within ten (10) days after entry of such order.

I declare the foregoing to be true under penalty of perjury under the laws of the state of California.

Dated: 04/16/2026

VENARDI ZURADA LLP



Martin Zurada
Attorney for the Plaintiff
LIZBETH RODRIGUEZ SANCHEZ

EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Settlement”) is made and entered into between Plaintiff Lizbeth Rodriguez Sanchez (“Plaintiff”), acting in a private attorney general capacity on behalf of the California Labor and Workforce Development Agency (“LWDA”), and Defendants Human Bees, Inc and Federal Express Corporation (collectively referred to as “Defendants” and with Plaintiff and Defendants collectively referred to as the “Parties”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the matter titled *Lizbeth Rodriguez Sanchez, et al v. Human Bees, Inc., et al*, filed on May 8, 2023, in Alameda Superior Court, Case No. 3CV032795, and as set forth in Plaintiff’s correspondence to the LWDA (“LWDA Letter”) dated June 29, 2022.

2. “Aggrieved Employees” consist of all non-exempt employees of Defendant Human Bees who were placed to work at Defendant Federal Express Corporation at the facility located at AGFS OAKRS & OAKRT Ops, 9190 Edes Avenue, Oakland, CA 94603 during the 6-week peak seasons during the PAGA Period, including between the dates of November 27, 2022 – January 7, 2023; November 26, 2023 – January 6, 2024; and November 24, 2024 – January 4, 2025.

3. “Settlement Administrator” means Rust Consulting, Inc.

4. “Complaint” means the operative complaint in the Action.

5. “Court” means the Superior Court of California for the County of Alameda.

6. “Individual Settlement Awards” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

7. “LWDA” means the California Labor and Workforce Development Agency.

8. “Maximum Settlement Amount” is the non-reversionary sum of Thirty Thousand One Hundred Dollars and Zero Cents (\$30,100.00), which represents the total amount payable under this Settlement Agreement by Defendants (subject to the Escalator Clause described below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of PAGA Counsel’s fees and costs, and payment to the Settlement Administrator for administration costs. Defendant Human Bees, Inc. shall be responsible for paying Twenty Thousand Sixty Six Dollars and Sixty Seven Cents (\$20,066.67) and Defendant Federal Express Corporation shall be responsible for paying Ten Thousand Thirty Three Dollars and Thirty Three Cents (\$10,033.33).

9. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Maximum Settlement Amount: (a) PAGA Counsel’s fees of \$10,033.33 representing one-third of the Maximum Settlement Amount or any other amount as may be established by the Court; (b) Plaintiff’s litigation costs up to \$3,285 49; (c) settlement administration costs up to \$4,527.

10. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. "PAGA Counsel" means Martin Zurada of Venardi Zurada, LLP.

12. "PAGA Period" means the time period from March 4, 2022 through August 5, 2025

13. Released Claims" to be released by the Aggrieved Employees include any and all claims for PAGA civil penalties for violations occurring or arising from events occurring between November 27, 2022 - January 7, 2023; November 26, 2023 - January 6, 2024; and November 24, 2024 - January 4, 2025, during the PAGA Period, arising out of the violations alleged in Plaintiffs' PAGA Notice to the LWDA dated June 29, 2022, specifically. (1) failure to pay regular time pay in violation of Labor Code §§ 204, 1182.12, and 1194, (2) failure to pay overtime in violation of Labor Code § 510; (3) failure to provide meal and rest periods in violation of Labor Code § 226.7; (4) failure to keep adequate time records in violation of Labor Code § 1174; (5) failure to provide proper itemized pay statements in violation of Labor Code § 226; and (6) retaliation in violation of Labor Code §§ 1102.5 and 98.6. The Released Claims are limited to the violations alleged in Plaintiffs' June 29, 2022 PAGA Notice to the LWDA and no other claims

14. "Released Parties" as referenced herein and as released in this Settlement are Defendants, each of their respective present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and each of their present and former shareholders, officers, directors, employees, agents, attorneys, insurers, reinsurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

II. RECITALS

1. Plaintiff performed work for Defendants as a non-exempt employee in California until January 2022. Because Plaintiff did not perform work for Defendants during the PAGA Period, there is a dispute as to whether Plaintiff is an Aggrieved Employee and whether she can pursue the claims alleged in the Action on a representative basis on behalf of the allegedly Aggrieved Employees.

2. On June 29, 2022, Plaintiff provided written notice to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of various Labor Code sections and her intent to file a civil lawsuit under the PAGA. On May 8, 2023, Plaintiff filed the Complaint in Alameda County Superior Court, asserting individual wage and hour claims, retaliation claims, and a cause of action for civil penalties under PAGA.

4. Through formal discovery, including depositions of Defendants' persons most qualified, PAGA Counsel was provided with information and documents pertaining to Plaintiff and other Aggrieved Employees in order for PAGA Counsel to investigate Plaintiff's allegations and value the claims prior to mediation.

5. On August 5, 2025, the Parties participated in mediation before mediator Eric Steinert, Esq. With the assistance of Mr. Steinert, the Parties agreed to fully and finally resolve Plaintiff's claims.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that her claims do not have merit, or an admission by Defendants that Plaintiff's claims do have merit, or of any liability or wrongdoing as to Defendants, Plaintiff, the Aggrieved Employees or any other person. In particular, but without limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed as an admission that Defendants violated any obligations under the California Labor Code, applicable Industrial Welfare Commission Wage Orders, the Business and Professions Code, or of liability in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever. Defendants specifically disclaim and deny any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Maximum Settlement Amount.** Defendants shall pay Thirty Thousand One Hundred Dollars and Zero Cents (\$30,100.00) as the non-reversionary Maximum Settlement Amount. Defendants will not pay more than the Maximum Settlement Amount (subject to the Escalator Clause below). Defendant Human Bees, Inc. shall be responsible for paying Twenty Thousand Sixty Six Dollars and Sixty Seven Cents (\$20,066.67) and Defendant Federal Express Corporation shall be responsible for paying Ten Thousand Thirty Three Dollars and Thirty Three Cents (\$10,033.33). Defendants will pay the full Maximum Settlement Amount within sixty (60) days of the Court's order granting settlement approval to the Settlement Administrator.

The Maximum Settlement Amount shall be used to pay: (1) Amounts distributable to the LWDA and Aggrieved Employees; (2) PAGA Counsel's fees and litigation costs; and (3) Settlement administration costs.

3. **Escalator Clause.** The Settlement and Maximum Settlement Amount is based on Defendants' representation that there were approximately 602 pay periods worked by Aggrieved Employees during the relevant time periods of November 27, 2022 – January 7, 2023, November 26, 2023 – January 6, 2024; and November 24, 2024 – January 4, 2025, during the PAGA Period. If the number of pay periods in the PAGA Period exceeds the representations made by Defendants by more than 15% (i.e., if there are more than 692 pay periods in the PAGA Period), Defendants shall increase the Maximum Settlement Amount proportionately above the 602 pay period threshold.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Maximum Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **PAGA Counsel's Fees and Costs.** Defendants will not oppose Plaintiff's request for attorneys' fees in the amount up to one third of the Maximum Settlement Amount (currently estimated to be \$10,033.33), subject to approval of the Court, and costs up to \$3,285.49.00 incurred in prosecuting this Action. In the event the Court approves less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal

an order granting less than the full amount sought for attorneys' fees and costs). Defendants, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to PAGA Counsel.

b. Administration Costs. Defendants will not oppose the Settlement Administrator's costs in the amount up to \$4,527.00 for administering the settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator. If the Settlement Administrator's costs exceed \$4,527.00, then such excess will be paid solely from the Maximum Settlement Amount and Defendants will not be responsible for paying any additional funds in order to pay these additional costs.

5. Allocation of Net Settlement Amount. One hundred percent (100%) of the Net Settlement Amount shall be designated as "civil penalties" and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees pro rata, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Maximum Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate in good faith in an effort to obtain approval of the Settlement.

6. Released Claims. Plaintiff agrees that upon entry of an Order approving the Settlement and judgment entered thereon, and upon the Settlement being fully funded, Plaintiff and the State of California will release the Released Claims (as defined in Section I.13 and limited only to the violations alleged in Plaintiffs' June 29, 2022 PAGA Notice to the LWDA) against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the settlement and judgment entered thereon and the Settlement being fully funded, Plaintiff and the State of California will be forever barred from pursuing any and all of the Released Claims that arose during the PAGA Period against the Released Parties for any violations defined in Section I.13 and limited only to the violations alleged in Plaintiffs' June 29, 2022 PAGA Notice to the LWDA. The Parties understand and agree that this provision is not intended in any way to expand or limit the *res judicata* impact of the Settlement in claims brought by other Aggrieved Employee under PAGA, wherein the State of California is the real party in interest.

7. Covenants and Representations by Plaintiff and PAGA Counsel.

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement

b. Plaintiff acknowledges that she has read this Settlement Agreement, that she fully understands her rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with her attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

8. **Confidentiality.** Except as provided below to the extent necessary to effectuate the settlement or as required by court or legal process, Plaintiff and PAGA Counsel will keep all terms of this settlement confidential and will not make any public disclosure or media postings of the Action or this Settlement Agreement except for what is necessary to obtain approval of this Settlement from the Court. Defendants acknowledge that Plaintiff will have to submit this PAGA settlement for approval as part of a public court filing, and provide information about it in open court during any hearing. If comment or information is requested by the media, Plaintiff and PAGA Counsel will provide no information other than to direct the media to the public records of the Action on file with the Court. PAGA Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restriction against public disclosure and media comment on the Settlement and its terms. PAGA Counsel and Plaintiff agree that this Confidentiality term is a material term and that breach of this provision shall be deemed a material breach of this Settlement. The Parties agree that breach of this term shall cause irreparable harm.

To permit judicial review and approval of the Settlement, as required by Labor Code section 2698, *et seq*, PAGA Counsel will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the Parties' seeking Court approval of the Settlement, per Labor Code § 2699(1)(2)

9. **Motion for Approval of PAGA Settlement.** As a condition of settlement, Plaintiff shall be responsible for promptly preparing and filing the Motion for Approval of the PAGA Settlement.

10. **Termination of Settlement Agreement.** Defendants have the right in their sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to the date the Court enters final approval of this Settlement if the Court fails to approve material terms of the settlement, including the scope of the release as provided in Section V(6) below.

11. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed judgment which enters judgment in the Action in accordance with the terms of the Settlement, retains jurisdiction over the Action under Cal. Code Civ. Proc. § 664.6 for the purpose of enforcing the terms of the Settlement following approval of the Settlement, and enjoins the prosecution of any of the Released Claims against any of the Released Parties upon the judgment being entered and the Settlement being fully funded. This Settlement Agreement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the Released Claims as to Plaintiff and the Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to engage Rust Consulting, Inc. to handle the administration of this settlement.

2. **Provision of Information for Aggrieved Employees.** Within thirty (30) business days after entry of an order approving the settlement, Defendants shall provide the Settlement Administrator with information for Aggrieved Employees. Defendants will in good faith compile from their records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, number of pay periods worked during the PAGA Period, and Social

Security numbers to the extent available from Defendants' records. The Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement. Within seven (7) calendar days of receiving the Aggrieved Employees' information from Defendants, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Awards to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual Settlement Awards.

3. **Explanatory Letter and Individual Settlement Awards.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within twenty-one (21) calendar days after the Settlement has been fully funded and after receiving approval from PAGA Counsel and Defendants' counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with Individual Settlement Awards to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual Settlement Award along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual Settlement Award shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken. None of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for the purpose of any applicable benefit or retirement plan, unless expressly required by such plans.

Defendants shall be deemed to fully discharge their obligations under this Settlement to Aggrieved Employees to whom a check is mailed, regardless of whether such checks are actually received and/or negotiated by the recipient.

Neither Plaintiff nor Defendants, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

4. **Undeliverable Notices** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other reputable search method using the name, address or Social Security number of the Aggrieved Employee involved, and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining un-cashed more than 180 days after issuance (collectively, "Uncashed Checks"), shall be sent to the State Controller's Office Unclaimed Property Division in the name of the aggrieved employee.

5. **Distribution of Payments.** Within twenty-one (21) calendar days of the Settlement being fully funded, the Settlement Administrator shall issue payments to (1) Aggrieved Employees; (2) the LWDA; (3) PAGA Counsel for PAGA Counsel's Court-approved attorneys' fees and litigation costs and expenses; and (4) the Settlement Administrator for Court-approved Settlement administration costs incurred in connection with the Settlement. Payments made by Defendants pursuant to this Settlement shall be held by the Settlement Administrator in an interest-bearing account until they are disbursed, with any accrued interest inuring to the benefit of the Aggrieved Employees in the form of pro rata increases to Aggrieved Employees' Individual Settlement Awards.

6. **Accounting.** Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the settlement.

7. **Tax Consequences.** Neither Plaintiff nor Defendants, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement Agreement. Aggrieved Employees are responsible for correctly characterizing compensation under this Settlement Agreement for tax purposes and paying any taxes owing on said amounts. The Administrator shall issue employees IRS 1099 Forms reflecting payment issued to them under this Settlement Agreement.

V. **MISCELLANEOUS PROVISIONS**

1. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

2. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. Additionally, Plaintiff represents and warrants that she has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

3. **Costs and Fees.** The Parties shall each bear their own costs and attorneys' fees incurred in connection with this Settlement Agreement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in Alameda County, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement

Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Alameda.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them with respect to the subject matter of this Settlement Agreement, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim in the Action.

6. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions before the Settlement was executed, with tolling of any deadlines including the five-year deadline pursuant to Cal. Code Civ. Proc. § 583.310. The tolling will start on August 5, 2025 when the Parties reached a tentative settlement, and continue until non-approval by the Court and any party notifying the others in writing that it desires to abandon further approval efforts, or December 31, 2026, whichever occurs first, unless that deadline is extended in writing by the Parties.

7. **Judgment and Continued Jurisdiction.** As noted above, after approval of this settlement, the Court will have continuing jurisdiction under Cal. Code Civ. Proc. § 664.6 for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

8. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest, or by counsel for all Parties.

9. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the mediator or the Court to resolve such disagreement.

10. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties

believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

12. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

13. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision

14. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15 **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16 **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

17 **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full

18. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

19. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be

fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

20. **Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated. April 6, 2026



Lizbeth Sanchez (Apr 6, 2026 16 40 30 PDT)
Lizbeth Rodriguez Sanchez, Plaintiff

I, Axel Sanchez, hereby certify that I am fluent in the Spanish language, and that I have translated this Agreement from English to Spanish for Plaintiff Lizbeth Rodriguez Sanchez, who has confirmed to me that she fully and completely understands the terms of this Agreement and she signs this Agreement freely and voluntarily without coercion and with approval of counsel.

Dated: April 7, 2026



Axel Velázquez (Apr 7 2026 11 31 03 PDT)
Axel Sanchez, Interpreter

HUMAN BEES, INC.

Dated: _____, 2026

By:
Its:

FEDERAL EXPRESS CORPORATION

Dated: April 13, 2026



By: David S. Wilson III
Its: Lead Counsel

fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

20. **Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: April 6, 2026



Lizbeth Sanchez (Apr 6, 2026 16:40:30 PDT)
Lizbeth Rodriguez Sanchez, Plaintiff

I, Axel Sanchez, hereby certify that I am fluent in the Spanish language, and that I have translated this Agreement from English to Spanish for Plaintiff Lizbeth Rodriguez Sanchez, who has confirmed to me that she fully and completely understands the terms of this Agreement and she signs this Agreement freely and voluntarily without coercion and with approval of counsel.

Dated: April 7, 2026



Axel Velazquez (Apr 7, 2026 11:31:03 PDT)
Axel Sanchez, Interpreter

HUMAN BEES, INC.

Dated: _____, 2026



By:
Its:

FEDERAL EXPRESS CORPORATION

Dated: _____, 2026

By:
Its:

APPROVED AS TO FORM:

Dated: April 8, 2026

VENARDI ZURADA, LLP

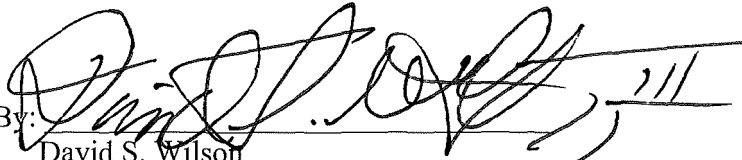
By: 
Martin Zurada
Attorneys for Plaintiff Lizbeth Rodriguez
Sanchez

Dated: _____, 2026

BUCHALTER, APC

By: _____
Alicia A. Belock
Attorneys for Human Bees, Inc.

Dated: April 13, 2026

By: 
David S. Wilson
Attorneys for Federal Express Corporation

7

APPROVED AS TO FORM:

Dated: April 8, 2026

VENARDI ZURADA, LLP

By: 
Martin Zurada
Attorneys for Plaintiff Lizbeth Rodriguez
Sanchez

Dated: April 13, 2026

BUCHALTER, ~~APC~~ LLP

By: 
Alicia A. Belock
Attorneys for Human Bees, Inc.

Dated: _____, 2026

By: _____
David S. Wilson
Attorneys for Federal Express Corporation

EXHIBIT B

Re: **Lizbeth Rodriguez Sanchez, et al. v. Human Bees, Inc., et al.**
Superior Court of California Alameda County; Case No. 23CV032795

Date: [REDACTED]/[REDACTED]/2025

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of a lawsuit titled *Lizbeth Rodriguez Sanchez, et al. v. Human Bees, Inc., et al.*, Case No. 3CV032795, pending in the Superior Court of the State of California for the County of Alameda (the “Action”).

The Action was filed against Defendants Human Bees, Inc. and Federal Express Corporation (“Defendants”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Lizbeth Rodriguez Sanchez (“Ms. Sanchez”), a former employee of Human Bees, Inc., on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

In the lawsuit, Ms. Sanchez claimed that Defendants violated the California Labor Code by failing to pay minimum wages, failing to pay overtime wages, failing to provide compliant meal and/or rest breaks, failing to provide complete and accurate wage statements, failing to maintain compliant records, and failing to pay employees all wages due at time of termination/resignation. Defendants dispute all of Ms. Sanchez’s allegations and deny that they engaged in any of the alleged misconduct. The parties have reached a settlement of Ms. Sanchez’s representative PAGA claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Defendants who were allegedly affected by the alleged violations of the Labor Code. In agreeing to enter into this settlement, Defendants do not admit that they are liable in any way to current or former employees for any violations of the California Labor Code, or any penalties, and have denied and disputed all of Ms. Sanchez’s contentions. The Court has not decided the merits of Ms. Sanchez’s claims or Defendants’ defenses.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. Please note that no deductions/withholdings have been made from your settlement payment, and you will be responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 will issue). If you do not cash your check within 180 days of issuance, the funds will be sent to the State Controller’s Office Unclaimed Property Division in your name. If you are still employed by Defendants, your decision to cash the check will not affect your employment in any way.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims under the PAGA that were alleged in, or could have been alleged based on the facts alleged in, Ms. Sanchez’s complaint in the Action, during the time period March 4, 2022 through August 5, 2025 (the “PAGA Period”).

If you have any questions, you can contact Rust Consulting, Inc., the Settlement Administrator, at 1-[REDACTED]-[REDACTED].

EXHIBIT C

Venardi Zurada LLP
Transaction Detail by Account
All Transactions

Lizbeth Sanchez AC Report

Type	Date	Num	Name	Source Name	Memo	Amount
Bill	01/12/2022	USPS*Travel Reim-t	Sanchez, Lizbeth et al v Human Bees et al	Andrea Pearce.	Rodriguez, Lizbeth _ Mail of CFA	4.68
Bill	11/26/2024	69863	Sanchez, Lizbeth et al v Human Bees et al	Array	Depo Lizbeth Rodriguez-Sanchez on 10/29/24	792.00
Bill	04/28/2025	17671	Sanchez, Lizbeth et al v Human Bees et al	Crangle Reporting Services	Depo Michael Fialho on 4/7/25	1,434.55
Bill	05/31/2025	17839	Sanchez, Lizbeth et al v Human Bees et al	Crangle Reporting Services	Depo Luis Ayala on 5/7/25	2,071.05
Check	05/13/2025	VISA9517	Sanchez, Lizbeth et al v Human Bees et al	ECourt	Document download	6.00
Bill	05/13/2025	ES-9223	Sanchez, Lizbeth et al v Human Bees et al	Eureka Street Legal Video	Depo PMQ @ Federal Express on 4/7/25	415.00
Bill	05/30/2025	ES-9321	Sanchez, Lizbeth et al v Human Bees et al	Eureka Street Legal Video	Depo Luis Ayala on 5/7/25	745.00
Bill	05/09/2023	1903748	Sanchez, Lizbeth et al v Human Bees et al	InfoTrack	Complaint, Summons, etc... T#23AA00063531	454.90
Bill	05/17/2023	1929734	Sanchez, Lizbeth et al v Human Bees et al	InfoTrack	Civil case cover sheet, summons on compalint, eFile T#23AA00068497	19.90
Bill	07/01/2023	250000w4882	Sanchez, Lizbeth et al v Human Bees et al	InfoTrack	order #1998985_6/13/23_Proof of Service by Substituted Service	19.90
Bill	10/01/2023	280000w4882	Sanchez, Lizbeth et al v Human Bees et al	InfoTrack	order #2250481_9/18/23_Case Management Statement	169.90
Bill	07/01/2024	370000w4882	Sanchez, Lizbeth et al v Human Bees et al	InfoTrack	order #3089281_06/26/2024_File To Existing - #24AA00158316 - Motion to Be Relieved as Counsel	81.90
Bill	07/01/2024	370000w4882	Sanchez, Lizbeth et al v Human Bees et al	InfoTrack	order #3089286_06/26/2024_InfoTrack: Courtesy Copy - Motion to Be Relieved as Counsel	50.00
Bill	09/01/2024	390000w4882	Sanchez, Lizbeth et al v Human Bees et al	InfoTrack	order #3217505_08/05/2024_CA: File To Existing - #24AA00192237 - Substitution of Attorney	21.90
Bill	05/01/2025	470000w4882	Sanchez, Lizbeth et al v Human Bees et al	InfoTrack	order #4273808_04/03/2025_CA: File To Existing - #25AA00080731 - Case Management Statement	25.45
Bill	07/01/2025	490000w4882	Sanchez, Lizbeth et al v Human Bees et al	InfoTrack	order #4741827_06/20/2025_CA: File To Existing - #25AA00153279 - Memorandum of Points & Authorities	25.45
Bill	07/01/2025	490000w4882	Sanchez, Lizbeth et al v Human Bees et al	InfoTrack	order #4741894_06/20/2025_CA: File To Existing - #25AA00153297 - Memorandum of Points & Authorities	25.45
Bill	07/01/2025	490000w4882	Sanchez, Lizbeth et al v Human Bees et al	InfoTrack	order #4750675_06/23/2025_CA: File To Existing - #25AA00154844 - Memorandum of Points & Authorities	25.45
Bill	06/10/2023	762129	Sanchez, Lizbeth et al v Human Bees et al	One Hour Delivery	Lizbeth Sanchez (Process Svc to Human Bees, Inc)	100.00
Bill	06/10/2023	762128	Sanchez, Lizbeth et al v Human Bees et al	One Hour Delivery	Lizbeth, Sanchez (Process Svc to FedEx)	95.00
Check	07/28/2025	50000	Sanchez, Lizbeth et al v Human Bees et al	Steinert Mediation	Mediation _ 8/5/25	3,250.00
Check	06/26/2024	VISA8464	Sanchez, Lizbeth et al v Human Bees et al	Superior Court _ Alameda	Motion to be Relieved as Counsel	1.00
General Journal	06/29/2022	Sanchez	Sanchez, Lizbeth et al v Human Bees et al	USPS	3 Cert. mails per CS email 06/29/2022 allocated to Liz	21.99
TOTAL						9,856.47

EXHIBIT D



Settlement Administration Estimate
Venardi Zurada PAGA
September 10, 2025

Prepared by:
Andrew Meyer
Director
612-594-4992
ameyer@rustconsulting.com

EXPERIENCE

With experience on approximately 4,000 labor and employment cases, we are the nation's largest labor and employment settlement administrator. We have managed employment settlements with class sizes ranging from dozens to multi-million class members. In fact, we've been trusted to administer many of the nation's largest settlements, including the nation's top wage-and-hour cases in recent years.

DATA SECURITY

Our internal data security practices meet or exceed today's exacting industry standards. Our enterprise-class data security measures are founded on standard business processes including a vigorous employee screening program, ongoing employee security training and a hardened production data center hosted at a Tier 1 network carrier, all designed for ensuring data integrity and security.

DEDICATED SPECIALISTS

Our labor and employment case team is strictly dedicated to managing settlement administration for cases involving matters such as wage-and-hour, FLSA, discrimination and ERISA. They're specialists, not generalists, with an industry reputation for responsiveness and expertise in relevant areas such as the applicable banking and tax regulations. We are confident that Rust is the best choice for the administration of your settlement.

Project Summary

Estimated Class Size	175
<u>Project Cost</u>	
Mailed Notice & Check package	\$ 2,242
Telephone support	\$ 165
Processing and Administration	\$ -
Tax Reporting	\$ 350
Project Management	\$ 2,120
Other Out-of-pocket Expenses	waived
Total Project Cost	\$ 4,877
Discount	\$ 350
Total Estimated Fees (assumes scope within)	\$ 4,527

Key Assumptions

***Notice and Checks sent together w/Spanish translation of the notice**

**Voicemail / Tax line used for any calls
180 Payment void date**

Uncashed to CA unclaimed property fund

**NOT INCLUDED: Case specific telephone support,
Website, Email, Reminder Postcards**

Thank you for considering Rust Consulting, Inc. as your administrator -- we appreciate the opportunity to submit this estimate.



Settlement Administration Estimate

Venardi Zurada PAGA

September 10, 2025

Prepared by:
Andrew Meyer
 Director
 612-594-4992
 ameyer@rustconsulting.com

Key Assumptions Used to Prepare this Estimate

Class Size	175			Standard Hourly Rates*	
Initial Mailed Notice:				SVP	\$175-\$275
Mailed Notice	175	100.0%		Program Manager	\$160-\$180
Forwarded Notices	4	2.5%		Project Manager	\$100-\$140
Undeliverable Notices	26	15.0%		Technical Consultant	\$110-\$180
Re-Mailed Notices after Trace	21	80.0%		Call Center Manager	\$125
Telephone Support:				CSR	\$ 43-\$ 50
Number of Telephone Contacts	-	0.0%		Processor	\$ 43-\$ 50
Connect Minutes per Call - CSRs	-			Other	\$ 43-\$125
Claimant Communications:				<i>*Subject to change</i>	
Exclusions / forms received	-	0.0%			
Payments	175	100.0%			

Additional Administration Assumptions Used to Prepare this Estimate:

Database Development: Receive and Process Database assumes that the data provided is complete with respect to the data components needed to mail and calculate settlement payments. Data that includes multiple records for individuals or work history that needs to be accumulated and totaled by individual generally requires additional efforts to bring to a point where it is final settlement data. These additional efforts can take a significant amount of time and should be considered when setting key settlement dates, especially the mailed notice deadline. Data must be provided in a complete, consistent, standardized electronic format. Rust's standard format is ASCII fixed width complete with field layout. Other formats may be accepted at Rust's discretion. Resources used to enhance or further develop non-standardized data will be billed on a time and materials basis according to Rust's Current Standard Hourly Rates.

CASS/NCOA/LACS: CASS - Coding Accuracy Support System; NCOA - National Change of Address; LACS - Locatable Address Conversion System.

Notice Package: Print and Mail per unit price is estimated. Actual prices will be provided after form is finalized prior to mailing. Notice package includes notice and exclusion form.

Case specific Telephone Support is NOT included.

Processing & Administration: Receipt and Process Forms includes open, date stamp, label and data capture a 1-page form with up to five fields.

Project Management: Project Management fees are estimated and will be billed on actual time expended based on the rates found in the Current Standard Hourly Rates section above. The rates included in the estimate are a blended estimate of the rates listed above.

Out of Pocket Expenses: Includes post office box rental, overnight shipments, postage, labels, travel, long distance and other miscellaneous charges and expenses.

Pricing good for 90 days.



Settlement Administration Estimate
Venardi Zurada PAGA
September 10, 2025

Prepared by:
Andrew Meyer
Director
612-594-4992
ameyer@rustconsulting.com

Administrative Task	Estimated Quantity	Per Unit	Task Amount	Total
Database Development				
Receive and Process Database	1.50 Hours @	\$ 175	\$ 263	\$ 263
Additional Efforts to Finalize Settlement Data			<i>As Incurred</i>	
Initial Mailed Notice and Check package				
CASS / NCOA / LACS Processing			\$ 125	
Spanish translation	1 Fee @	\$ 500	\$ 500	
Monthly Bank account fee (open - return of uncashed)	7 Months @	\$ 50	\$ 350	
Print and Mail Notice/Check Package	175 Notices @	\$ 4.50	\$ 788	
Postage - 1 Ounce First Class	175 Notices @	\$ 0.73	\$ 128	\$ 1,890
Follow-up to Initial Notice				
Receive Undeliverable Notices and Update Database	26 Notices @	\$ 0.75	\$ 20	
Address Trace	26 Traces @	\$ 0.75	\$ 20	
Remail Notice/Check Package	25 Notices @	\$ 1.25	\$ 32	
Remail Postage - 1 Ounce First Class	25 Notices @	\$ 0.73	\$ 19	\$ 90
Voicemail / Tax line				
Telephone support	3 Hours @	\$ 55.00	\$ 165	
800# Charges	- Minutes @	\$ 0.12	\$ -	\$ 165
Processing and Administration				<i>N/A</i>
Tax Reporting				
Annual Fee -QSF / Tax Reporting	1 Year @	\$ 350	\$ 350	\$ 350
Project Management				
Senior Vice President	1 Hours @	\$ 225	<i>waived</i>	
Project Management	10 Hours @	\$ 175	\$ 1,750	
Technical Consulting	2 Hours @	\$ 185	\$ 370	\$ 2,120
Other Charges and Out-of-pocket Costs				<i>waived</i>
Total Settlement Administration Estimate				\$ 4,893



Settlement Administration Estimate
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Terms and Conditions

All claims administration services to be provided by Rust Consulting to Customer shall be subject to the following terms and conditions:

1. **Services.** Subject to the terms hereof, Rust Consulting agrees to provide the Customer with claims administration services (hereinafter, "Claims Services") as specified in the Proposal provided to Customer to which these Terms and Conditions are attached.
2. **Term.** The terms of this agreement will remain in effect until completion of the Claims Services, unless earlier terminated in accordance with Section 10 hereof.
3. **Charges for Services.** Charges to the Customer for Claims Services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Customer to Rust Consulting. Actual fees charged by Rust Consulting to Customer may be greater or less than such estimate, and Customer shall be responsible for the payment of all such charges and expenses in accordance with Section 4 hereof. Furthermore, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Customer hereunder. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Customer to the extent that funds are received from the taxing authorities offset these charges. Rust Consulting may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Charges.** Payment by Customer of Rust Consulting's monthly invoices shall be due upon receipt thereof. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Customer's liability to Rust Consulting for payment of Claims Services. Claims Services are not provided on a contingency fee basis.
5. **Confidentiality.** Rust Consulting agrees to implement and maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Customer data provided to Rust Consulting by Customer in connection herewith. Should Rust Consulting ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Customer, Rust Consulting will promptly notify the Customer, unless prohibited by applicable law. The Customer shall have the option to (1) provide legal representation at the Customer's expense to avoid such access or (2) promptly reimburse Rust Consulting for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Rust Consulting is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Rust Consulting will not be liable for breach of said obligation.
6. **Standard Banking Procedures.** In accordance with Rust Consulting's standard banking procedures, Rust Consulting will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. When directed to invest funds in an interest bearing or investment accounts, Rust Consulting intends to invest all funds in U.S. government backed securities, unless directed by the parties in writing or the settlement agreement or distribution plan to invest in other types of securities; however, even in cases where funds are temporarily placed in interest bearing or investment accounts, funds will eventually be migrated to a demand deposit checking account prior to a fund distribution.
7. **Rights in Data.** Rust Consulting does not convey nor does the Customer obtain any right in the programs, system data, or materials utilized or provided by Rust Consulting in the ordinary course of business in the performance of this Agreement.
8. **Document Retention.** Unless directed otherwise in writing by Customer, Rust Consulting will destroy undeliverable notice mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust Consulting will retain all bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
9. **Limitation of Liability: Disclaimer of Warranty.** Rust Consulting warrants that our services will be performed with reasonable care in a diligent and competent matter. Our sole obligation will be to correct any non-conformance with this warranty. Rust Consulting shall not be liable, whether under theories of contract, negligence or other tort, statutory duty or other theories of liability in an amount exceeding the total charges to the Customer for the specific work affected by the error or omission. Rust Consulting will not be liable for any incidental, special, indirect, consequential or exemplary damages of any kind; or for any lost profits, lost opportunities, business interruption or for any liability incurred by the Customer or others to any third party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR PARTICULAR PURPOSE.
10. **Termination.** The Claims Services to be provided under this Agreement may be terminated, at will by the Customer upon at least 30 calendar days' prior written notice to Rust Consulting. The Customer's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Rust Consulting may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Customer is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Customer.
11. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Rust Consulting or the Customer, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
12. **Force Majeure.** To the extent performance by Rust Consulting of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Rust Consulting's reasonable control, then such performance shall be excused and this Agreement, at Rust Consulting's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. **Nonwaiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
14. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
15. **Survival.** All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7 (Rights in Data); Section 5 (Confidentiality), Section 9 (Limitation of Liability; Disclaimer of Warranty), and Section 14 (Jurisdiction).
16. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.



Superior Court of Alameda County Public Portal

Make a Reservation

SANCHEZ, et al. vs HUMAN BEES, INC., A CALIFORNIA CORPORATION, et al.

Case Number: 23CV032795 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2023-05-08 Location: Rene C. Davidson Courthouse - Department 15

Reservation

Case Name:

SANCHEZ, et al. vs HUMAN BEES, INC., A CALIFORNIA CORPORATION, et al.

Case Number:

23CV032795

Type:

Motion for Order (to Approve Settlement Pursuant to the Private Attorneys General Act)

Status:

RESERVED

Filing Party:

Lizbeth Rodriguez Sanchez (Plaintiff)

Location:

Rene C. Davidson Courthouse - Department 15

Date/Time:

08/27/2026 2:30 PM

Number of Motions:

1

Reservation ID:

243868419712

Confirmation Code:

CR-LYEXYYI39E8EYQUFH

Fees

Description	Fee	Qty	Amount
Motion for Order (name extension)	0.00	1	0.00
Court Technology Fee	1.00	1	1.00
TOTAL			\$1.00

Payment

Amount:

\$1.00

Type:

Visa

Account Number:

XXXX9517

Authorization:

758500

Payment Date:

n/a

[Print Receipt](#)

[+ Reserve Another Hearing](#)

[View My Reservations](#)