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LIZBETH RODRIGUEZ SANCHEZ

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

LIZBETH RODRIGUEZ SANCHEZ, Plaintiff, vs HUMAN BEES, INC. AND FEDERAL EXPRESS CORPORATION, Defendants.	Case No. 23CV032795 **PLAINTIFF'S NOTICE OF MOTION AND MOTION TO APPROVE SETTLEMENT AGREEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** Date: March 5, 2026 Time: 2:30 p.m. Dept.: 15 Reservation # 436686695610

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on March 5, 2026, at 2:30 p.m., or as soon thereafter as the matter may be heard, before the Honorable Peter Borkon, Judge presiding, in Department 15 of the above referenced Court, located at 1225 Fallon Street, Oakland, CA 94612, Plaintiff Lizbeth Rodriguez Sanchez ("Plaintiff") will seek an Order approving the parties' PAGA Settlement Agreement under the California Private Attorneys General Act, pursuant to the procedures set forth in California Labro Code § 2698, *et seq.*

This motion will be based on this notice of motion, the attached memorandum of points and authorities, the accompanying declaration of Martin Zurada, the records and file herein, and any other such evidence as may be presented at the hearing on the motion.

Dated: October 31, 2025

VENARDI ZURADA, LLP

By: ______________________________

Martin Zurada
Attorneys for Plaintiff
LIZBETH RODRIGUEZ SANCHEZ

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

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

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

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Procedural History

Plaintiff Lizbeth Rodriguez Sanchez was employed by Defendants from approximately November 2021 through January 11, 2022. On June 29, 2022, Plaintiff Sanchez provided the required administrative notice to the LWDA, stating her intention to pursue a claim for relief under PAGA. On May 8, 2023, Plaintiff filed a complaint in the Superior Court of California, County of Alameda, alleging ten causes of action, including a representative claim under PAGA. The parties have since reached a settlement of all claims. Plaintiff now seeks the Court's approval of the settlement of the PAGA claim pursuant to Labor Code § 2699(l)(2). (Plaintiff's Complaint ¶¶ 7, 9, 16.)

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[1] Unless otherwise indicated, capitalized terms have the same meaning as defined in the Settlement Agreement. The Settlement Agreement is attached as **Exhibit A** to the Declaration of Martin Zurada ("Zurada Decl.").

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

Plaintiff alleges that she was not paid all wages, was not provided compliant meal and rest breaks, was not paid all overtime due, was not provided accurate wage statements, was not provided written notice of employment terms, and was retaliated against for complaining about these violations. (*See, generally,* Plaintiff's Complaint.) Plaintiff seeks to recover civil penalties under the California Labor Code Private Attorneys General Act on behalf of other aggrieved employees and the State of California. (*Id.*) Defendants dispute Plaintiff's allegations, deny that they have engaged in any unlawful activity or otherwise failed to comply with the law, and deny that they have liability to anyone under the claims asserted.

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

Plaintiff alleges that the PAGA violations were the result of uniform policies and practices that applied to other non-exempt package sorters employed by Defendants at the Federal Express facility in Oakland, California. (*Id.* at ¶ 5.) Defendants dispute that any such violations occurred or that any employees other than Plaintiff were aggrieved. (*Id.*)

The parties reached a settlement of all representative PAGA claims, calculated at $50 per aggrieved employee per pay period, after weighing the litigation risks, including the filed motion for summary judgment challenging the viability of a "headless" PAGA claim, and the expense and delay of continued proceedings. (Zurada Decl. ¶ 6.) If the MSJ were to be granted by the Court, the PAGA claim would be dismissed in its entirety, because Plaintiff did not have her own individual PAGA claims when her representative PAGA cause of action was filed in this case. (*Id.*) The other risks, some that are more general to PAGA claims, and some specific to this PAGA claim are described in section IV below.

C. Resolution of all Claims through Mediation; Details of the PAGA Settlement

On August 5, 2025, the parties participated in a mediation with mediator Eric Steinert, Esq. (Zurada Decl. ¶ 7.) 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.*) As a result of settlement discussions between the Parties and their counsel, the Parties agreed, compromised, settled, and released any and all PAGA claims predicated on the alleged Labor Code violations as set forth in the Complaint, subject to the Court's approval. (Zurada Decl. ¶ 7, Ex. A.) The PAGA Settlement includes all claims for PAGA civil penalties based on the facts pled in Plaintiff's action, including claims alleged for violations of the California Labor Code including but not limited to: (1) Non-Payment of Regular and/or Minimum Wages (Labor Code §§ 201, 202, and/or 204; Wage Order 9-2001); (2) Non-Payment of Overtime and/or Double Time Wages (Labor Code § 510; Wage Order 9-2001); (3) Failure to Provide Meal and Rest Periods (Labor Code § 226.7; 8 CCR §§ 11010 et seq.); (4) Inadequate Records (Labor Code § 1174); (5) Pay Stub Violations (Labor Code § 226); (6) Failure to Provide Written Notice of Employment-Related Information (Labor Code § 2810.5); and (7) Retaliation (Labor Code §§ 98.6 and 1102.5). (*Id.* at Ex. A § I, 13; Plaintiff's Complaint.)

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 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. (Zurada Decl. Ex. A § I, 2.)

- The PAGA Period means the time period from March 4, 2022 through August 5, 2025. (*Id*. at § I, 12.)
- A total settlement amount of $30,100 ("Maximum Settlement Amount") (Zurada Decl. Ex. A § III, 2.)
- Defendants will pay the Maximum Settlement Amount within 60 days of the date of the Court's approval of the Parties' PAGA Settlement. (*Id.*)
- Rust Consulting, Inc., ("Settlement Administrator") will disburse the Maximum Settlement Amount pursuant to the terms set forth in the Settlement Agreement. (*Id.* at § IV.)
- The Maximum Settlement Amount is to be reduced by attorneys' fees in the amount of $10,033.33 (1/3 of the Maximum Settlement Amount), and reimbursement of costs in the amount of $3,285.49 to Plaintiff's Counsel, Venardi Zurada LLP which were prorated between the PAGA and individual claims. (*Id.* at § III, 4, a.)
- Settlement administration fees in the amount of $4,527.00 to the Settlement Administrator. This was the cheaper of the two experienced and reliable alternative administrator services considered by the Parties. (*Id.* at § III, 4, b.)
- The Net Settlement Amount (the Maximum Settlement Amount less attorneys' fees and 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 the number of pay periods worked by each Aggrieved Employee during the PAGA Period. (Zurada Decl. ¶ 8, Ex. A at § III, 5.)
- A release by Plaintiff and the State of California of any and all claims alleged in the Plaintiff's action and Plaintiff's PAGA Notice filed with the LWDA on June 29, 2022, including claims alleged for violations of the California Labor Code including but not limited to: (1) Non-Payment of Regular and/or Minimum Wages (Labor Code §§ 201, 202, and/or 204; Wage Order 9-2001); (2) Non-Payment of Overtime and/or Double Time Wages (Labor Code § 510; Wage Order 9-2001); (3) Failure to

Provide Meal and Rest Periods (Labor Code § 226.7; 8 CCR §§ 11010 et seq.); (4) Inadequate Records (Labor Code § 1174); (5) Pay Stub Violations (Labor Code § 226); (6) Failure to Provide Written Notice of Employment-Related Information (Labor Code § 2810.5); and (7) Retaliation (Labor Code §§ 98.6 and 1102.5). (*Id.* at Ex. A § I, 13; Plaintiff's Complaint.)

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

III. PAGA REQUIREMENTS

A. PAGA Overview

PAGA was enacted to allow such enforcement and recovery by private individuals who have been aggrieved by their employers. (*Arias v. Superior Court* (2009) 46 Cal. 4th 969, 980.) Moreover, 75% of any penalties recovered under PAGA by an aggrieved employee is to be paid to California's LWDA and the remaining 25% is to be shared amongst the aggrieved employees. (Cal. Lab. Code § 2699(i).) To enforce and seek penalties under PAGA in a civil action, an aggrieved employee must first provide written notice to the LWDA and the employer of the particular Labor Code violation the aggrieved employee alleges the employer has violated. (*See* Cal. Labor Code § 2699.3(a)(1).) Once the LWDA notifies the aggrieved employee that it does not intend to investigate the alleged violations or the time for the LWDA to investigate the claims passes, the aggrieved employee is allowed to proceed in a civil action against the employer on the alleged violations on behalf of all other similarly situated employees. (*See* Cal. Labor Code § 2699.3(a)(2)(A).)

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

B. Standard for Approving PAGA Settlements

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

IV. THE SETTLEMENT IS FAIR AND REASONABLE CONSIDERING THE ATTENDANT RISKS OF CONTINUING LITIGATION

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

A. Strength and Weaknesses

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

Each of these claims faces unique challenges if brought to trial. Defendants deny violating any applicable laws and deny liability for any claims asserted. In this regard, Defendants contend that they fully paid Plaintiff and Aggrieved Employees for all hours that they spent working and that Plaintiff is incorrect in stating that Defendants shorted employees any hours. Moreover, Defendants contend that if Plaintiff and Aggrieved Employees did spent any time working off-the-clock, it was not done at the direction of Defendants and Plaintiff and Aggrieved Employees did not bring it to Defendants attention if it occurred. Defendants also argue that they maintained legally compliant meal and rest period policies, and that any violations were not the result of employer-driven policies, but, rather, employee choice. In this regard, Defendants maintain that all required meal and rest periods were provided to Plaintiff and Aggrieved Employees. In particular, Defendants argue that all operations in the warehouse in which Plaintiff and Aggrieved Employees worked ceased during employee meal periods making it improbable that an employee performed work during meal periods. Defendants would have further argued that Plaintiff's claim of retaliation is highly individualized in nature. Moreover, Defendants' pending motion for summary judgment increases the risks associated with continuing the litigation. (Zurada Decl. ¶¶ 11, 12.)

In addition, one of the original PAGA representatives for this action, Maico Chales, stopped cooperating with the litigation and was ultimately dismissed as a party to this case. (Zurada Decl. ¶ 12.) 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. (*Id.*)

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

B. Potential Exposure

Defendants have indicated that the Aggrieved Employees worked approximately 602 pay periods during the PAGA Period. (Zurada Decl. Ex. A § III, 2.) Therefore, pursuant to PAGA, 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. (Zurada Decl. ¶ 13.) 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. (*Id.*) The proposed settlement exceeds the value of other PAGA settlements approved by California courts. (*See, e.g., Hopson v. Hanesbrands Inc.,* 2009 WL 928133, *9 (N.D. Cal. Apr. 3, 2009) [approving total PAGA allocation that was 0.49% of $408,420.32 gross settlement; *Moore v. PetSmart, Inc*., 2015 WL 5439000, *8 (N.D. Cal. Aug. 4, 2015) [approving total PAGA allocation that was 0.5% of $10,000,000 gross settlement]; *Lusby v. Gamestop Inc.,* 97 F.R.D. 400, 407 (N.D. Cal. 2013) [approving total PAGA allocation that was 0.67% of $750,000 gross settlement].) A PAGA allocation need not represent any particular percentage of the overall settlement value in order to secure court approval, and courts routinely approve PAGA settlements representing only a very small fraction of the overall settlement value.

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

V. ATTORNEYS' FEES AND COSTS

PAGA allows a prevailing plaintiff to obtain attorneys' fees and costs. (Cal. Lab. Code § 2699(g).) Similar to awarding fees in a class action, California state and federal courts have recognized that an appropriate method for determining award of attorneys' fees for representative actions is to use a percentage of the total value of benefits to class members by the settlement. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 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.) The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent*, 557 F. 2d at p. 769.)

Here, PAGA Counsel seeks one-third (1/3) of the Gross Settlement Amount in attorneys' fees, or $10,033.33, which is reasonable. (*See, e.g., Martin v. AmeriPride Servs., Inc.*, 2011 WL 231604, at *8 (S.D. Cal. June 9, 2011) ["More particularly, courts may award attorneys' fees in the

30-40% range in wage and hour class actions that result in recovery of a common fun under $10 million.”]; *Singer v. Becton Dickinson and Co.*, 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%].) Moreover, the requested fees are reasonable in light of how much time PAGA Counsel has spent on litigating this matter, which includes time for multiple depositions and extensive discovery practice. Indeed, PAGA Counsel has worked at a significantly reduced rate in securing this settlement as the number of hours expended and associated fees incurred for those hours far exceed the fees requested. (Zurada Decl. ¶ 14.) PAGA Counsel’s reimbursement request for prorated costs in the amount of $3,285.49 is also reasonable. (*Id.* at § III, 4, a.) As such, the requested fees and costs should be awarded as fair and reasonable.

VI. NOTICE TO THE LWDA HAS BEEN PROVIDED

Pursuant to California Labor Code § 2699(1), concurrently with the filing of this Motion, Plaintiff uploaded the instant motion, Settlement Agreement, and proposed order to the LWDA’s website. (Zurada Decl. ¶ 15.) In addition, Plaintiffs shall submit to the LWDA a copy of the Court’s judgment and order approving the Settlement Agreement within ten (10) days after entry of judgment or order. (*Id.*)

VII. CONCLUSION

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

Dated: October 31, 2025

VENARDI ZURADA, LLP

By: ______________________________

Martin Zurada
Attorneys for Plaintiff Lizbeth Rodriguez Sanchez

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: 03/05/2026 2:30 PM	Number of Motions: 1
Reservation ID: 436686695610	Confirmation Code: CR-JYKXQOLWNR9E8BWGT

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: 580883
Payment Date: n/a	

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