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. 23CV032795, 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 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 claims pleaded in the Complaint, Plaintiff's LWDA Letter, and all other claims that could have been pleaded in the Complaint based on the facts alleged in Plaintiff's LWDA Letter.

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 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. The Parties understand and agree that 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(l)(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. **<u>Deadlines Falling on Weekends or Holidays.</u>** 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: 9/26/2025, 2025

Lizbeth Rodriguez Sanchez, Plaintiff

I, Talytta Pinheiro, 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: September 26, 2025

Talytta Pinheiro, Interpreter

HUMAN BEES, INC.

Dated: September 30, 2025

By: Ranil Piyaratna
Its: CFO

FEDERAL EXPRESS CORPORATION

Dated: Sept 29, 2025

By: David S. Wilson, III
Its: Lead Counsel

APPROVED AS TO FORM:

Dated: Septemer 26, 2025

VENARDI ZURADA, LLP

By: ______

Martin Zurada
Attorneys for Plaintiff Lizbeth Rodriguez Sanchez

Dated: October 1, 2025

BUCHALTER, APC

By: Alicia Belock

Alicia A. Belock
Attorneys for Human Bees, Inc.

Dated: Sept 29, 2025

By: David S. Wilson, III

David S. Wilson
Attorneys for Federal Express Corporation

Signature Originator Information

Originating Company:	Venardi Zurada, LLP	**Company Telephone:**	(925) 937-3900	
Company Representative:	Talytta Pinheiro	**Originator Email:**	tpinheiro@vzlawfirm.com	
Company Address:	101 Ygnacio Valley Road, Suite 100	Walnut Creek	CA	94596

eSignature Event Details

Unique Event ID:	3733373132343030363236303932353235	**Document Pages:**	11
Sent To:	Lizbeth Sanchez	**Document Type:**	PDF
Sent To Email/Mobile #:	(510) 871-7159	**Signatures:**	1
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Sent By:	Talytta Pinheiro	**eSignature Completed On:**	9/26/2025 4:47:57 PM
Company:	Venardi Zurada, LLP	**eSignature Disclosure Accepted:**	
Company Time zone:	Pacific Standard Time	9/26/2025 4:47:58 PM	

eSignature Details

Signer First Name:	Lizbeth	**Timestamps**
Signer Last Name:	Sanchez	**Sent:** 9/26/2025 3:40:12 PM
eSignature Delivered Via:	SMS	**Viewed:** 9/26/2025 4:47:42 PM
Completed On:	9/26/2025	**Signed:** 9/26/2025 4:47:57 PM
Document Sender:	Talytta Pinheiro	**Status:** Completed
Security Level:	SSL/HTTPS/SMS Verified Delivery	**IP Address of Signer**
Company Timezone:	Pacific Standard Time	2600:1010.b04c:8354:0:7:4017:9e01

Signers Sample Signature Unique Event ID