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JEANNE BOUDREAU, individually
and on behalf of others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

JEANNE BOUDREAU, individually and on
behalf of others similarly situated and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

INTELLISWIFT SOFTWARE, INC.; and DOES
1 through 25, inclusive,

Defendants.

Case No.: CGC-23-611128

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

- (1) Violation of Cal. Labor Code §§ 1194,
et seq., 1197 & 1197.1 (Unpaid
Minimum Wages)**
- (2) Violation of Cal. Labor Code §§ 510
and 1198 (Unpaid Overtime)**
- (3) Violation of Cal. Labor Code §§ 226.7
and 512(a) (Meal Break Violations)**
- (4) Violation of Cal. Labor Code § 226.7
(Rest Break Violations)**
- (5) Violation of Cal. Labor Code §§ 204
and 210 (Wages Not Timely Paid
During Employment)**
- (6) Violation of Cal. Labor Code § 226(a)
(Wage Statement Violations)**

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- (7) Violation of Cal. Labor Code §§ 201, 202 and 203 (Untimely Final Wages)**
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)**
- (9) Violation of Cal. Business & Professions Code § 17200, *et seq.***
- (10) Violation of Cal. Labor Code § 2699, *et seq.* (Private Attorneys General Act)**

DEMAND FOR JURY TRIAL

1 Plaintiff JEANNE BOUDREAU (“Plaintiff”), individually and on behalf of all others similarly
2 situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys
3 General Act (“PAGA”), alleges as follows:

4 **INTRODUCTION**

5 1. This is a class action under California Code of Civil Procedure section 382, in which
6 Plaintiff seeks damages on behalf of Defendants’ current and former California non-exempt hourly-
7 paid employees who worked for Defendants during the applicable class period(s). Plaintiff seeks
8 damages for unpaid wages, unpaid meal and rest break premiums, unreimbursed business expenses,
9 penalties, interest, and reasonable attorneys’ fees and costs under California Labor Code sections 201-
10 204, 210, 226, 226.2, 226.7, 510, 512, 1194, *et seq.*, 1194.2, 1197, 1198, 2800 and 2802, the applicable
11 IWC Wage Order (“Wage Order”), Cal. Civ. Proc. Code section 1021.5, and restitution under
12 California’s Unfair Competition Law, Business & Professions Code §§ 17200 *et seq.* (“UCL”).

13 **JURISDICTION AND VENUE**

14 2. The monetary damages, restitution, statutory penalties, and other applicable legal and
15 equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and
16 will be established according to proof at trial.

17 3. This Court has jurisdiction over this action pursuant to the California Constitution,
18 Article VI, section 10, which grants the superior court “original jurisdiction in all other causes” except
19 those given by statute to other courts. The statutes under which this action is brought do not specify
20 any other basis for jurisdiction.

21 4. This Court has jurisdiction over all Defendants because, upon information and belief,
22 Defendant are either citizens of California, have sufficient minimum contacts in California, or
23 otherwise intentionally avail themselves of the California market to render the exercise of jurisdiction
24 over them by the California courts consistent with traditional notions of fair play and substantial
25 justice. Further, no federal question is at issue because the claims asserted herein are based solely on
26 California law.

27 5. Venue is proper in this Court because, upon information and belief, Defendant
28 maintains offices, have agents, employ individuals, and/or transact business in the State of California,

County of San Francisco. Many of the acts, events, and violations alleged herein relating to Plaintiff and the class occurred throughout the state of California, including in the County of San Francisco.

THE PARTIES

6. At all times herein mentioned, Plaintiff JEANNE BOUDREAU is and was an individual residing in Santa Clara County in the State of California.

7. At all times herein mentioned, Defendant INTELLISWIFT SOFTWARE, INC. was and is, an employer who does business in California, with locations throughout the state of California.

8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendant(s) once their names and capacities become known.

9. Plaintiff is informed and believes, and thereon alleges, that the acts and omissions alleged herein were performed by and/or are attributable to INTELLISWIFT SOFTWARE, INC. and/or DOES 1 through 25, each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of Defendants represent and were in accordance with Defendants' official policies.

10. At all relevant times, Defendants were the employers of Plaintiff and class members within the meaning of all applicable state laws and statutes. Defendants directly or indirectly controlled and/or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and class members so as to make each Defendant liable as an employer under the statutory provisions set forth herein.

11. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff and the other class members' employment, and to supervise their daily employment activities.

12. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

13. Defendants hired and paid wages and benefits to Plaintiff and the other class

1 members.

2 14. Defendants continue to employ hourly paid and/or non-exempt employees within the
3 State of California.

4 15. At all relevant times, Defendants, and each of them, ratified each act or omission
5 complained of herein. At all relevant times, Defendants, and each of them, aided and abetted in the
6 commission of the acts and omissions of each of the other Defendants in proximately causing the
7 damages herein alleged.

8 16. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
9 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
10 occurrences, and transactions alleged herein.

11 **GENERAL ALLEGATIONS**

12 17. Plaintiff worked for Defendants from approximately September 2022 through
13 approximately January 2023 as an Executive Assistant. Defendants jointly and severally employed
14 Plaintiff at their location in San Francisco, California. Plaintiff performed various duties for
15 Defendants including, among other things, calendaring, event coordination, travel arrangements, and
16 expense reports.

17 18. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in a
18 pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set
19 forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring
20 Plaintiff and the class members to work off-the-clock without compensation, failing to properly pay
21 overtime wages and minimum wages for all hours worked, failing to provide all meal and rest breaks
22 to which they were entitled and failing to pay meal and rest break premiums when due, failing to
23 timely pay wages during employment and upon termination of employment, failing to provide accurate
24 wage statements, failing to reimburse necessary business-related expenses and failing to adhere to
25 other related protections afforded by the California Labor Code and the applicable Industrial Welfare
26 Commission Wage Order.

27 19. Defendants knew or should have known that they had a duty to compensate Plaintiff
28 and the class pursuant to California law. Defendants had the financial ability to pay such

1 compensation, but willfully, knowingly, and intentionally failed to do so to increase Defendant's
2 profits.

3 **CLASS ACTION ALLEGATIONS**

4 20. Plaintiff brings this lawsuit as a class action on behalf of Plaintiff and all others
5 similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure
6 section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance,
7 and superiority requirements under California Code of Civil Procedure section 382.

8 21. The proposed **Class** is defined as follows:

9 **All current and former hourly-paid and/or non-exempt employees**
10 **who worked for Defendants in the State of California at any time**
11 **during the period from four years prior to the date of the filing of**
12 **the original Complaint until final judgment.**

13 22. The proposed **Former Employee Sub-Class** is defined as follows:

14 **All former hourly-paid and/or non-exempt employees who worked**
15 **for Defendants in the State of California at any time during the**
16 **period from four years prior to the date of the filing of the original**
17 **Complaint until final judgment.**

18 23. Plaintiff reserves the right to establish additional subclasses as appropriate.

19 24. There is a well-defined community of interest in the litigation and the classes are easily
20 ascertainable.

21 25. The classes are each so numerous that the individual joinder of all their members is
22 impracticable. While the exact number and identities of class members are unknown to Plaintiff at
23 this time, the exact numbers of class members and their identities can be ascertained through
24 appropriate discovery from records maintained by Defendants and their agents.

25 26. Common questions of fact and law exist as to all class members, which predominate
26 over any questions affecting only individual class members. The common legal and factual questions
27 which do not vary from class member to class member, and which may be determined without
28 reference to the individual circumstances of any class member include, but are not limited to, the

1 following:

- 2 i. Whether Defendants had a policy and practice of failing to pay minimum wages to
- 3 Plaintiff and the other class members for all hours worked;
- 4 ii. Whether Defendants had a policy and practice of failing to pay overtime wages to
- 5 Plaintiff and the other class members for all overtime hours worked;
- 6 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
- 7 Plaintiff and the other class members;
- 8 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
- 9 Plaintiff and the other class members;
- 10 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
- 11 the State of California for all hours worked, and for all missed, short, late, and/or
- 12 interrupted meal periods and rest breaks;
- 13 vi. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class
- 14 members during their employment;
- 15 vii. Whether Defendants' failure to pay wages without abatement or reduction in
- 16 accordance with the California Labor Code, was willful;
- 17 viii. Whether Defendants failed to pay all wages due to Plaintiff and the other class members
- 18 within the required time upon their discharge or resignation;
- 19 ix. Whether Defendants failed to comply with wage reporting as required by the California
- 20 Labor Code; including, *inter alia*, section 226;
- 21 x. Whether Defendants failed to reimburse Plaintiff and the other class members for
- 22 necessary business-related expenses and costs;
- 23 xi. Whether Defendants' conduct was willful or reckless;
- 24 xii. Whether Defendants engaged in unfair business practices in violation of California
- 25 Business & Professions Code section 17200, *et seq.*;
- 26 xiii. The appropriate amount of damages, restitution, and/or monetary penalties resulting
- 27 from Defendants' violation of California law; and
- 28 xiv. Whether Plaintiff and the other class members are entitled to compensatory damages

pursuant to the California Labor Code.

27. Plaintiff's claims are typical of the claims of the classes, and Plaintiff's interests are coincident with and not antagonistic to those of the other class members Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the interests of the class members. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff intends to prosecute this action vigorously.

28. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each class member.

29. Certification of this lawsuit as a class action will also advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights without fear of retribution.

PAGA ALLEGATIONS

30. At all times forth herein, PAGA applied to Plaintiff's employment with Defendant.

31. PAGA provides that any provision of law under the California Labor Code that provides for civil penalty, including unpaid wages and premium wages to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA") for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined

1 in California Labor Code section 2699.3.

2 32. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
3 any person that was employed by the alleged violator and against whom one or more of the alleged
4 violations was committed.

5 33. Plaintiff was employed by Defendants and the alleged violations were committed
6 against Plaintiff during Plaintiff’s time of employment with Defendants and Plaintiff is, therefore, an
7 aggrieved employee. Plaintiff and the other employees are “aggrieved employees” as defined by
8 California Labor Code section 2699(c) in that they are current or former employees of Defendants and
9 one of more of the alleged violations were committed against them.

10 34. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
11 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
12 have been met:

13 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
14 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
15 Labor Code alleged to have been violated, including the facts and theories to support
16 the alleged violations.

17 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and
18 the aggrieved employee by certified mail that it does not intend to investigate the
19 alleged violation within sixty (60) calendar days of the postmark date of the
20 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not
21 provided within sixty-five (65) calendar days of the postmark date of the Employee’s
22 Notice, the aggrieved employee may commence a civil action pursuant to California
23 Labor Code section 2699 to recover civil penalties in addition to any other penalties to
24 which the employee may be entitled.

25 35. On November 28, 2023, Plaintiff provided notice by electronic submission to the
26 LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged
27 to have been violated, including the facts and theories to support the alleged violations, pursuant to
28 Labor Code section 2699.3. A true and correct copy of the Employee’s Notice is attached hereto as

1 **Exhibit A.**

2 36. Plaintiff did not receive an LWDA Notice within sixty-five calendar days of providing
3 the Employees' Notice.

4 37. Therefore, the administrative prerequisites under California Labor Code section
5 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
6 California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194,
7 1197, 1197.1, 1198, 2800 and 2802 have been satisfied.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE SECTIONS 1194, *et seq.*, 1197, AND 1197.1**

10 **Failure to Pay Minimum Wage**

11 **(Against All Defendants and DOES 1 – 25)**

12 38. Plaintiff incorporates herein by specific reference, as though fully set forth, the
13 allegations in all preceding paragraphs.

14 39. California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage
15 for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to
16 employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiff and the
17 other class members frequently suffered or were permitted to work “off-the-clock”, such that they
18 were not paid minimum wage for all hours worked.

19 40. Such “off-the-clock” work that Plaintiff and class members suffered and/or were
20 permitted to work, and for which Plaintiff and class members did not receive minimum wage include
21 *inter alia*: (1) responding to emails and Microsoft Teams messages during meal periods and after
22 clocking out, (2) rescheduling meetings while off-the-clock, and (3) other general executive assistant
23 job duties.

24 41. Moreover, Defendants had a policy, practice and procedure of rounding employee time
25 such that Plaintiff and class members were systematically unpaid and/or underpaid for time worked
26 over the course of their employment.

27 42. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff
28 and the other class members for all hours they worked in violation of California Labor Code sections

1 1194, 1197, and 1197.1.

2 43. Defendants knew or should have known that Plaintiff and class members were
3 performing work “off-the-clock” because, among other things, Defendants’ management witnessed,
4 authorized, was made aware of, and/or required Plaintiff and class members to perform such work.

5 44. Defendants’ failure to pay Plaintiff and the other class members the minimum wage
6 violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections, Plaintiff
7 and the other class members are entitled to recover the unpaid balance of their minimum wage
8 compensation, as well as interest, costs, and attorney’s fees.

9 45. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
10 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
11 and interest thereon.

12 **SECOND CAUSE OF ACTION**

13 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

14 **Unpaid Overtime**

15 **(Against All Defendants and DOES 1 – 25)**

16 46. Plaintiff incorporates herein by specific reference, as though fully set forth, the
17 allegations in all preceding paragraphs.

18 47. California Labor Code section 1198 and the applicable Industrial Welfare Commission
19 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a
20 rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the
21 number of hours worked by the person on a daily and/or weekly basis.

22 48. Specifically, the applicable IWC Wage Order provides that Defendants were required
23 to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in
24 excess of eight (8) hours in a day, in excess of forty (40) hours in a workweek and/or the first eight
25 (8) hours worked on the seventh consecutive day in a workweek.

26 49. The applicable IWC Wage Order further provides that Defendants were required to pay
27 Plaintiff and the other class members overtime compensation at a rate of two (2) times their regular
28 rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all hours worked in

1 excess of eight (8) hours on the seventh consecutive day in a workweek.

2 50. California Labor Code section 510 codifies the right to overtime compensation at one-
3 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, forty
4 (40) hours in a week, or for the first eight (8) hours worked on the seventh day of work, and to overtime
5 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day
6 or in excess of eight (8) hours in a day on the seventh day of work.

7 51. Plaintiff and the other class members regularly worked in excess of eight (8) hours in
8 a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week and/or seven (7)
9 consecutive days in a workweek. However, Defendants did not record Plaintiff and the other class
10 members' actual hours worked and intentionally and willfully failed to pay all overtime wages owed
11 to Plaintiff and the other class members. Defendants' failure to pay correct overtime wages included,
12 *inter alia*: (a) when the combined total of the off-the-clock work discussed *supra* and the on-the-clock
13 work exceed the number of hours that trigger the payment of overtime wages under Labor Code
14 sections 510 and 1198 and/or the applicable Wage Order; (b) when Defendants intentionally, willfully
15 and/or negligently mischaracterized overtime as straight time; (c) when Defendants assigned more
16 work than could reasonably be completed in a workday or workweek to Plaintiff and class members,
17 but refused to authorize the overtime necessary for them to complete the assigned work; (d) when
18 Defendants altered timecards to remove overtime, and (e) when Defendants failed to include all
19 required wages and remuneration when calculating the overtime rate.

20 52. Defendants' failure to pay Plaintiff and the other class members as outlined above
21 violates California Labor Code sections 510 and 1198 and the applicable Wage Order and is therefore
22 unlawful.

23 53. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
24 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys'
25 fees.

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THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512

Meal Break Violations

(Against All Defendants and DOES 1 – 25)

54. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

55. California Labor Code sections 226.7 and 512(a) and the applicable Wage Order govern Plaintiff and the other class members' employment by Defendants.

56. California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

57. The applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

58. The applicable IWC Wage Order and California Labor Code section 512(a) further provides that an employer may not require, cause, or permit an employee to work a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

59. Plaintiff and the other class members who were scheduled to work for shifts no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

60. Plaintiff and the other class members who were scheduled to work for shifts in excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than ten (10) hours without

1 an uninterrupted meal period of not less than thirty (30) minutes.

2 61. Defendants intentionally and willfully required Plaintiff and the other class members
3 to work during meal periods and failed to compensate Plaintiff and the other class members for work
4 performed during meal periods. This includes, among other things, permitting and/or requiring
5 Plaintiff and class members to work through their lunch breaks, permitting and/or requiring Plaintiff
6 and class members to take late lunch breaks, permitting and/or requiring Plaintiff and class members
7 to take short lunch breaks, interrupting and/or allowing others to interrupt Plaintiff and class members
8 during their lunch breaks, failing to relieve Plaintiff and class members of all duties during their lunch
9 breaks, and restricting Plaintiff and class members from leaving the premises during their lunch
10 breaks.

11 62. Further, because of Defendants' rounding policy, meal breaks were at times incorrectly
12 recorded as compliant, when in reality they were untimely and/or cut short.

13 63. During the relevant time period, Defendants failed to pay Plaintiff and the other class
14 members all meal period premiums due pursuant to California Labor Code section 226.7 and 512 and
15 the applicable Wage Order.

16 64. Defendants' conduct therefore violates the applicable IWC Wage Order, and California
17 Labor Code sections 226.7 and 512(a).

18 65. Pursuant to the applicable IWC Wage Order and California Labor Code section
19 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional
20 hour of pay at their regular rate of compensation for each workday that a compliant meal
21 period was not provided.

22 **FOURTH CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE SECTION 226.7**

24 **Rest Break Violations**

25 **(Against All Defendants and DOES 1 – 25)**

26 66. Plaintiff incorporates herein by specific reference, as though fully set forth, the
27 allegations in all preceding paragraphs.

28 67. California Labor Code section 226.7 and the applicable IWC Wage Order govern

1 Plaintiff and the other class members' employment by Defendants.

2 68. California Labor Code section 226.7 provides that no employer shall require an
3 employee to work during any rest period mandated by an applicable order of the California IWC.

4 69. The applicable IWC Wage Order provides that "[e]very employer shall authorize and
5 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
6 work period" and that the "rest period time shall be based on the total hours worked daily at the rate
7 of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily
8 work time is less than three and one-half (3½) hours."

9 70. Defendants routinely required Plaintiff and the other class members to work three and
10 one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest period
11 per each four (4) hour period, or major fraction thereof, worked.

12 71. Moreover, Defendants willfully required, suffered and permitted Plaintiff and the other
13 class members to work during what should have been their rest periods. Defendants also failed to
14 relieve Plaintiff and the other class members of all duties for ten (10) minutes as required for compliant
15 rest breaks.

16 72. As a result, Plaintiff worked through rest periods, took late rest periods, took
17 interrupted rest periods, and/or took short rest periods, if at all.

18 73. Pursuant to the applicable IWC Wage Order and California Labor Code section
19 226.7(b), Plaintiff and the other class members were entitled to recover from Defendants one (1)
20 additional hour of pay at their regular hourly rate of compensation for each workday that compliant
21 rest period(s) were not provided.

22 74. Defendants had no policy and/or practice to pay a premium when rest periods were
23 missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus
24 Defendants failed to pay Plaintiff and the other class members the full rest period premium due to
25 them in violation of California Labor Code section 226.7 and the applicable IWC Wage Orders.

26 75. Pursuant to the applicable IWC Wage Orders and California Labor Code section
27 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional
28 hour of pay at their regular rate of compensation for each workday complaint rest period(s) were not

provided.

FIFTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE §§ 204 AND 210

Failure to Timely Pay Wages During Employment

(Against All Defendants and DOES 1 – 25)

76. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

77. California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

78. California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

79. California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

80. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations and rest break violations), Defendants intentionally and willfully failed to timely pay Plaintiff and other class members all wages due to them within the period permissible under California Labor Code section 204.

81. Plaintiff and other class members are entitled to recover all available remedies for Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to Labor Code section 210(b).

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SIXTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 226(a)

Failure to Provide Accurate Wage Statements

(Against All Defendants and DOES 1 – 25)

82. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

83. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, total hours worked, and all applicable hourly rates.

84. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations and rest break violations), Defendants intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, among other things, the failure to state all hours worked, the failure to state the actual gross wages earned, the failure to include meal and rest break premiums, and the failure to include correct rates of pay. Accordingly, Defendants violated California Labor Code 226(a).

85. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily protected rights.

86. Specifically, Plaintiff and the other class members have been injured by Defendants' intentional violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate number of total hours worked on wage statements, Plaintiff and the other class members have been prevented by Defendants from determining if all hours worked were paid and the extent of the underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct time records, and perform computations in order to analyze whether in fact Plaintiff and the other class members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur

1 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs
2 had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's
3 ability to demand and recover the underpayment of wages from Defendants.

4 87. Plaintiff and the other class members are entitled to recover from Defendants the
5 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
6 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

7 **SEVENTH CAUSE OF ACTION**

8 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

9 **Final Wages Not Timely Paid**

10 **(By the Former Employee Sub-Class Against All Defendants and DOES 1 – 25)**

11 88. Plaintiff incorporates herein by specific reference, as though fully set forth, the
12 allegations in all preceding paragraphs.

13 89. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
14 to timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code
15 section 201 mandates that if an employer discharges an employee, the employee's wages accrued and
16 unpaid at the time of discharge are due and payable immediately. California Labor Code section 202
17 mandates that if an employee quits, his or her wages shall become due and payable not later than
18 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
19 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
20 quitting.

21 90. California Labor Code section 203 provides that if an employer willfully fails to pay,
22 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
23 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
24 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
25 continue for more than thirty (30) days.

26 91. As a result of the violations set forth in detail above (failure to pay overtime, failure to
27 pay minimum wages, meal break violations and rest break violations), at the time that Plaintiff and the
28 other class members' employment with Defendants ended, Defendants knowingly and willfully failed

1 to pay Plaintiff and the other class members all wages owed to them pursuant to California Labor Code
2 sections 201 and 202, including, without limitation, overtime wages, minimum wages, meal period
3 premium wages, and rest period premium wages, and all wages due to Plaintiff and class members as
4 they became due, as required per California Labor Code sections 204.

5 92. As a result, Plaintiff and the other class members are entitled to all available
6 statutory penalties, including the waiting time penalties provided in California Labor Code section
7 203, together with interest thereon, as well as other available remedies.

8 **EIGHTH CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**

10 **Failure to Reimburse Necessary Business Expenses**

11 **(Against All Defendants and DOES 1 – 25)**

12 93. Plaintiff incorporates herein by specific reference, as though fully set forth, the
13 allegations in all preceding paragraphs.

14 94. Pursuant to California Labor Code sections 2800 and 2802, an employer must
15 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
16 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
17 consequence of his or her obedience to the directions of the employer.

18 95. Plaintiff and the other class members incurred necessary business-related expenses and
19 costs that were not fully reimbursed by Defendants, including, but not limited to the use of personal
20 cell phones for work-related purposes.

21 96. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class
22 members for all necessary business-related expenses and costs. Plaintiff and the other class members
23 are entitled to recover from Defendants their business-related expenses and costs incurred during the
24 course and scope of employment, plus interest accrued from the date on which Plaintiff and the other
25 class members incurred the necessary expenditures at the same rate as judgments in civil actions in
26 the State of California.

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1 **NINTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 *ET. SEQ.***

3 **Unfair and Unlawful Business Practices**

4 **(Against All Defendants and DOES 1 – 25)**

5 97. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 98. Each and every one of Defendants' acts and omissions in violation of the California
8 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
9 Defendants' failure and refusal to: (1) pay overtime compensation, minimum wages, and meal and
10 rest period premiums, (2) timely pay wages at the correct rate during employment, (3) furnish accurate
11 itemized wage statements, (4) reimburse business-related expenses, and (5) timely pay wages upon
12 termination, constitutes an unfair and unlawful business practice under California Business and
13 Professions Code § 17200 *et seq.*

14 99. Defendants' acts and omissions were done repeatedly over a significant period of time,
15 and in a systematic manner, to the detriment of Plaintiff and the other class members.

16 100. Defendants have avoided payment of overtime wages, minimum wages, meal period
17 premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required
18 by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage
19 Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to
20 the state authorities under the California Labor Code and other applicable regulations.

21 101. As a result of Defendants' unfair and unlawful business practices, Defendants have
22 reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of
23 Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge
24 their ill-gotten gains and restore them to Plaintiff and the other class members.

25 102. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class
26 members to seek preliminary and permanent injunctive relief, including but not limited to orders that
27 Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and
28 other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled

1 to restitution of all monies to be disgorged from Defendants in an amount according to proof at the
2 time of trial.

3 **TENTH CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE §§ 2699, ET SEQ.**

5 **(Against All Defendants and DOES 1 – 25)**

6 103. Plaintiff incorporates herein by specific reference, as though fully set forth, the
7 allegations in all preceding paragraphs.

8 104. PAGA expressly provides for a private right of action to recover civil penalties for
9 violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision
10 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
11 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
12 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
13 brought by an aggrieved employee on behalf of himself or herself and other current or former
14 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).
15 Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or
16 employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the
17 same discretion, subject to the same limitations and conditions, to assess a civil penalty.

18 105. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees”
19 as defined by California Labor Code section 2699(c) in that they are all current or former employees
20 of Defendants, and one or more of the alleged violations were committed against them.

21 106. Defendants’ conduct, as alleged herein, violates numerous sections of the California
22 Labor Code, including, but not limited to, the following:

23 107. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
24 Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of
25 civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants
26 for violations of Labor Code sections set forth herein, including penalties under California Labor Code
27 sections 2699, 201, 202, 203, 204, 210, 226(a), 226.2, 226.7, 510, 512(a), 1194, et seq., 1194.2, 1197,
28 1198, 2800 and 2802, penalties under the applicable IWC Wage Order, and any and all additional

penalties and remedies as provided by the California Labor Code and/or other statutes.

108. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees.

109. Plaintiff retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. This action be certified as a class action;
2. Plaintiff be appointed as the representative of the Class;
3. Plaintiff be appointed as the representative of the Former Employee Sub-Class;
4. Counsel for Plaintiff be appointed as class counsel; and
5. Defendants provide to class counsel the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

6. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

7. For general unpaid wages and such general and special damages as may be appropriate;

8. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

9. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

10. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California

1 Labor Code section 1194(a);

2 11. For liquidated damages pursuant to California Labor Code section 1194.2;

3 12. For such other and further relief as the Court may deem just and proper.

4 **As to the Second Cause of Action**

5 13. That the Court declare, adjudge and decree that Defendants violated California Labor
6 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
7 wages due to Plaintiff and the other class members;

8 14. For general unpaid wages at overtime wage rates and such general and special
9 damages as may be appropriate;

10 15. For pre-judgment interest on any unpaid overtime compensation commencing from
11 the date such amounts were due;

12 16. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
13 Labor Code section 1194;

14 17. For such other and further relief as the Court may deem just and proper.

15 **As to the Third Cause of Action**

16 18. That the Court declare, adjudge and decree that Defendants violated California Labor
17 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
18 periods, (including second meal periods) to Plaintiff and the other class members;

19 19. That the Court make an award to Plaintiff and the other class members of one (1) hour
20 of pay at each employee's regular rate of compensation for each workday that a meal period was not
21 provided;

22 20. For all actual, consequential, and incidental losses and damages, according to proof;

23 21. For premium wages pursuant to California Labor Code section 226.7(c);

24 22. For pre-judgment interest on any unpaid wages from the date such amounts were due;

25 23. For reasonable attorneys' fees and costs of suit incurred herein;

26 24. For such other and further relief as the Court may deem just and proper.

27 **As to the Fourth Cause Action**

28 25. That the Court declare, adjudge and decree that Defendants violated California Labor

Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

26. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

27. For all actual, consequential, and incidental losses and damages, according to proof;

28. For premium wages pursuant to California Labor Code section 226.7(c);

29. For pre-judgment interest on any unpaid wages from the date such amounts were due;

30. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

31. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the class;

32. For statutory penalties pursuant to California Labor Code section 210;

33. For such other and further relief as the Court deems just and proper.

As to the Sixth Cause of Action

34. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

35. For actual, consequential and incidental losses and damages, according to proof;

36. For statutory penalties pursuant to California Labor Code section 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g);

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of

1 termination of the employment of Plaintiff and the other class members no longer employed by
2 Defendants;

3 40. For all actual, consequential, and incidental losses and damages, according to proof;

4 41. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
5 and the other class members who have left Defendants' employ;

6 42. For pre-judgment interest on any unpaid compensation from the date such amounts were
7 due;

8 43. For such other and further relief as the Court may deem just and proper.

9 **As to the Eight Cause of Action**

10 44. That the Court declare, adjudge, and decree that Defendants violated California Labor
11 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members
12 for all necessary business-related expenses as required by California Labor Code sections 2800 and
13 2802;

14 45. For actual, consequential and incidental losses and damages, according to proof;

15 46. For the imposition of civil penalties and/or statutory penalties;

16 47. For punitive damages and/or exemplary damages according to proof at trial;

17 48. For reasonable attorneys' fees and costs of suit incurred herein; and

18 49. For such other and further relief as the Court may deem just and proper.

19 **As to the Ninth Cause of Action**

20 50. That the Court declare, adjudge and decree that Defendants violated the following
21 California Labor Code sections as to Plaintiff and the other class members: 510 and 1198 (by failing
22 to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum wages); 226.7 and 512(a)
23 (by failing to provide meal and rest periods or compensation in lieu thereof); 204 (by failing to timely
24 pay wages during employment); 226(a) (by failing to provide accurate wage statements); and 201,
25 202, and 203 (by failing to pay all wages owed upon termination); and 2800 and 2802 (by failing to
26 reimburse business-related expenses);

27 51. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-
28 judgment interest from the day such amounts were due and payable;

1 52. For the appointment of a receiver to receive, manage and distribute any and all funds
2 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
3 result of violation of California Business and Professions Code sections 17200, *et seq.*;

4 53. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
5 Code of Civil Procedure section 1021.5; and

6 54. For injunctive relief to ensure compliance with this section, pursuant to California
7 Business and Professions Code sections 17200, *et seq.*

8 **As to the Tenth Cause of Action**

9 55. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g),
10 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204,
11 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

12 56. For such other and further relief as the Court may deem proper.

13 DATED: December 22, 2025

BLACKSTONE LAW, APC

14
15 By:



Jonathan M. Genish, Esq.
Barbara DuVan-Clarke, Esq.
Danielle GruppChang, Esq.
P.J. Van Ert, Esq.
Annabel Blanchard, Esq.

Attorneys for Plaintiff
JEANNE BOUDREAU, individually and on
behalf of others similarly situated

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EXHIBIT A

November 28, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Jeanne Boudreau vs. Adobe Inc. / Adobe Systems Incorporated*

Dear Representative:

This office represents Jeanne Boudreau (“Claimant”) with respect to her claims under the California Labor Code against Adobe Inc. / Adobe Systems Incorporated (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately September 2022 to January 2023 as a non-exempt, hourly-paid employee. During her employment with Employers, Claimant was employed as an executive assistant at 601 Townsend Street, San Francisco, CA 94103 and 100 Hooper Street, San Francisco, CA 94107. Claimant performed various duties for Employer such as calendaring, event coordination, travel arrangements, and expense reports. Employer operates a computer software company that gives access to multimedia and creative software products. Employers maintain employees throughout California.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203,

204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to: (1) respond to emails and Microsoft Teams messages during meal periods and after clocking out, (2) rescheduling meetings, and (3) other executive assistant job duties.

Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times,

including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones for work-related purposes.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable

IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

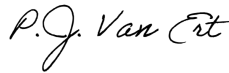
Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and

specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW



P.J. Van Ert, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Adobe Systems Incorporated
345 Park Avenue
San Jose, CA 95110-2704

Adobe Systems Incorporated
P.O. BOX 2704
San Jose, CA 95110-2704

Adobe, Inc.
345 Park Avenue
San Jose, CA 95110-2704

August 12, 2025

AMENDED PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Jeanne Boudreau vs. Intelliswift Software, Inc., Adobe Inc., Adobe Systems Incorporated*

Dear Representative:

This office represents Jeanne Boudreau (“Claimant”) with respect to her claims under the California Labor Code against Intelliswift Software, Inc., and Adobe Inc. / Adobe Systems Incorporated (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately September 2022 to January 2023 as a non-exempt, hourly-paid employee. During her employment with Employers, Claimant was employed as an executive assistant at 601 Townsend Street, San Francisco, CA 94103 and 100 Hooper Street, San Francisco, CA 94107. Claimant performed various duties for Employer such as calendaring, event coordination, travel arrangements, and expense reports. Employer Intelliswift Software, Inc. is a technology services company offering a myriad of services, including consulting and staffing, to technological companies utilizing digital software platforms. Employer Adobe Inc. / Adobe Systems Incorporated operates a computer software company that gives access to multimedia and creative software products. Employers maintain employees throughout California.

On December 15, 2023, Claimant filed a class action complaint entitled *Jeanne Boudreau v. Adobe, Inc., Adobe Systems Incorporated* (San Francisco County Superior Court Case No. CGC-23-611128; the “Action”) alleging Defendants Adobe, Inc. and Adobe Systems Incorporated had committed various Labor Code violations. On November 7, 2024, Claimant filed a First Amended Complaint in the Action adding Intelliswift Software, Inc. as a Defendant. Claimant now intends to file a Second Amended Complaint in the Action to add a cause of action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private

Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). The draft Second Amended Complaint is attached hereto as **Exhibit 1**. Claimant is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s amended notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to: (1) respond to emails and Microsoft Teams messages during meal periods and after clocking out, (2) rescheduling meetings, and (3) other executive assistant job duties.

Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and

refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones for work-related purposes.

Accordingly, Employers violated the IWC Orders **Error! Reference source not found.**and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant’s intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers’ alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

A. Blanchard

Annabel Blanchard, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Intelliswift Software, Inc.

Adobe Systems Incorporated

Adobe, Inc.

c/o Taylor Burras, Esq.

JEFFERS MANGELS BUTLER & MITCHELL LLP

2 Embarcadero Ctr., Floor 5

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EXHIBIT 1

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Attorneys for Plaintiff
JEANNE BOUDREAU, individually
and on behalf of others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

JEANNE BOUDREAU, individually and on
behalf of others similarly situated and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

INTELLISWIFT SOFTWARE, INC.; and DOES
1 through 25, inclusive,

Defendants.

Case No.: CGC-23-611128

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

- (1) Violation of Cal. Labor Code §§ 1194,
et seq., 1197 & 1197.1 (Unpaid
Minimum Wages)**
- (2) Violation of Cal. Labor Code §§ 510
and 1198 (Unpaid Overtime)**
- (3) Violation of Cal. Labor Code §§ 226.7
and 512(a) (Meal Break Violations)**
- (4) Violation of Cal. Labor Code § 226.7
(Rest Break Violations)**
- (5) Violation of Cal. Labor Code §§ 204
and 210 (Wages Not Timely Paid
During Employment)**
- (6) Violation of Cal. Labor Code § 226(a)
(Wage Statement Violations)**

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- (7) Violation of Cal. Labor Code §§ 201, 202 and 203 (Untimely Final Wages)**
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)**
- (9) Violation of Cal. Business & Professions Code § 17200, *et seq.***
- (10) Violation of Cal. Labor Code § 2699, *et seq.* (Private Attorneys General Act)**

DEMAND FOR JURY TRIAL

1 Plaintiff JEANNE BOUDREAU (“Plaintiff”), individually and on behalf of all others similarly
2 situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys
3 General Act (“PAGA”), alleges as follows:

4 **INTRODUCTION**

5 1. This is a class action under California Code of Civil Procedure section 382, in which
6 Plaintiff seeks damages on behalf of Defendants’ current and former California non-exempt hourly-
7 paid employees who worked for Defendants during the applicable class period(s). Plaintiff seeks
8 damages for unpaid wages, unpaid meal and rest break premiums, unreimbursed business expenses,
9 penalties, interest, and reasonable attorneys’ fees and costs under California Labor Code sections 201-
10 204, 210, 226, 226.2, 226.7, 510, 512, 1194, *et seq.*, 1194.2, 1197, 1198, 2800 and 2802, the applicable
11 IWC Wage Order (“Wage Order”), Cal. Civ. Proc. Code section 1021.5, and restitution under
12 California’s Unfair Competition Law, Business & Professions Code §§ 17200 *et seq.* (“UCL”).

13 **JURISDICTION AND VENUE**

14 2. The monetary damages, restitution, statutory penalties, and other applicable legal and
15 equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and
16 will be established according to proof at trial.

17 3. This Court has jurisdiction over this action pursuant to the California Constitution,
18 Article VI, section 10, which grants the superior court “original jurisdiction in all other causes” except
19 those given by statute to other courts. The statutes under which this action is brought do not specify
20 any other basis for jurisdiction.

21 4. This Court has jurisdiction over all Defendants because, upon information and belief,
22 Defendant are either citizens of California, have sufficient minimum contacts in California, or
23 otherwise intentionally avail themselves of the California market to render the exercise of jurisdiction
24 over them by the California courts consistent with traditional notions of fair play and substantial
25 justice. Further, no federal question is at issue because the claims asserted herein are based solely on
26 California law.

27 5. Venue is proper in this Court because, upon information and belief, Defendant
28 maintains offices, have agents, employ individuals, and/or transact business in the State of California,

County of San Francisco. Many of the acts, events, and violations alleged herein relating to Plaintiff and the class occurred throughout the state of California, including in the County of San Francisco.

THE PARTIES

6. At all times herein mentioned, Plaintiff JEANNE BOUDREAU is and was an individual residing in Santa Clara County in the State of California.

7. At all times herein mentioned, Defendant INTELLISWIFT SOFTWARE, INC. was and is, an employer who does business in California, with locations throughout the state of California.

8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendant(s) once their names and capacities become known.

9. Plaintiff is informed and believes, and thereon alleges, that the acts and omissions alleged herein were performed by and/or are attributable to INTELLISWIFT SOFTWARE, INC. and/or DOES 1 through 25, each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of Defendants represent and were in accordance with Defendants' official policies.

10. At all relevant times, Defendants were the employers of Plaintiff and class members within the meaning of all applicable state laws and statutes. Defendants directly or indirectly controlled and/or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and class members so as to make each Defendant liable as an employer under the statutory provisions set forth herein.

11. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff and the other class members' employment, and to supervise their daily employment activities.

12. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

13. Defendants hired and paid wages and benefits to Plaintiff and the other class

1 members.

2 14. Defendants continue to employ hourly paid and/or non-exempt employees within the
3 State of California.

4 15. At all relevant times, Defendants, and each of them, ratified each act or omission
5 complained of herein. At all relevant times, Defendants, and each of them, aided and abetted in the
6 commission of the acts and omissions of each of the other Defendants in proximately causing the
7 damages herein alleged.

8 16. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
9 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
10 occurrences, and transactions alleged herein.

11 **GENERAL ALLEGATIONS**

12 17. Plaintiff worked for Defendants from approximately September 2022 through
13 approximately January 2023 as an Executive Assistant. Defendants jointly and severally employed
14 Plaintiff at their location in San Francisco, California. Plaintiff performed various duties for
15 Defendants including, among other things, calendaring, event coordination, travel arrangements, and
16 expense reports.

17 18. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in a
18 pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set
19 forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring
20 Plaintiff and the class members to work off-the-clock without compensation, failing to properly pay
21 overtime wages and minimum wages for all hours worked, failing to provide all meal and rest breaks
22 to which they were entitled and failing to pay meal and rest break premiums when due, failing to
23 timely pay wages during employment and upon termination of employment, failing to provide accurate
24 wage statements, failing to reimburse necessary business-related expenses and failing to adhere to
25 other related protections afforded by the California Labor Code and the applicable Industrial Welfare
26 Commission Wage Order.

27 19. Defendants knew or should have known that they had a duty to compensate Plaintiff
28 and the class pursuant to California law. Defendants had the financial ability to pay such

1 compensation, but willfully, knowingly, and intentionally failed to do so to increase Defendant's
2 profits.

3 **CLASS ACTION ALLEGATIONS**

4 20. Plaintiff brings this lawsuit as a class action on behalf of Plaintiff and all others
5 similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure
6 section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance,
7 and superiority requirements under California Code of Civil Procedure section 382.

8 21. The proposed **Class** is defined as follows:

9 **All current and former hourly-paid and/or non-exempt employees**
10 **who worked for Defendants in the State of California at any time**
11 **during the period from four years prior to the date of the filing of**
12 **the original Complaint until final judgment.**

13 22. The proposed **Former Employee Sub-Class** is defined as follows:

14 **All former hourly-paid and/or non-exempt employees who worked**
15 **for Defendants in the State of California at any time during the**
16 **period from four years prior to the date of the filing of the original**
17 **Complaint until final judgment.**

18 23. Plaintiff reserves the right to establish additional subclasses as appropriate.

19 24. There is a well-defined community of interest in the litigation and the classes are easily
20 ascertainable.

21 25. The classes are each so numerous that the individual joinder of all their members is
22 impracticable. While the exact number and identities of class members are unknown to Plaintiff at
23 this time, the exact numbers of class members and their identities can be ascertained through
24 appropriate discovery from records maintained by Defendants and their agents.

25 26. Common questions of fact and law exist as to all class members, which predominate
26 over any questions affecting only individual class members. The common legal and factual questions
27 which do not vary from class member to class member, and which may be determined without
28 reference to the individual circumstances of any class member include, but are not limited to, the

1 following:

- 2 i. Whether Defendants had a policy and practice of failing to pay minimum wages to
3 Plaintiff and the other class members for all hours worked;
- 4 ii. Whether Defendants had a policy and practice of failing to pay overtime wages to
5 Plaintiff and the other class members for all overtime hours worked;
- 6 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
7 Plaintiff and the other class members;
- 8 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
9 Plaintiff and the other class members;
- 10 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
11 the State of California for all hours worked, and for all missed, short, late, and/or
12 interrupted meal periods and rest breaks;
- 13 vi. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class
14 members during their employment;
- 15 vii. Whether Defendants' failure to pay wages without abatement or reduction in
16 accordance with the California Labor Code, was willful;
- 17 viii. Whether Defendants failed to pay all wages due to Plaintiff and the other class members
18 within the required time upon their discharge or resignation;
- 19 ix. Whether Defendants failed to comply with wage reporting as required by the California
20 Labor Code; including, *inter alia*, section 226;
- 21 x. Whether Defendants failed to reimburse Plaintiff and the other class members for
22 necessary business-related expenses and costs;
- 23 xi. Whether Defendants' conduct was willful or reckless;
- 24 xii. Whether Defendants engaged in unfair business practices in violation of California
25 Business & Professions Code section 17200, *et seq.*;
- 26 xiii. The appropriate amount of damages, restitution, and/or monetary penalties resulting
27 from Defendants' violation of California law; and
- 28 xiv. Whether Plaintiff and the other class members are entitled to compensatory damages

pursuant to the California Labor Code.

27. Plaintiff's claims are typical of the claims of the classes, and Plaintiff's interests are coincident with and not antagonistic to those of the other class members Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the interests of the class members. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff intends to prosecute this action vigorously.

28. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each class member.

29. Certification of this lawsuit as a class action will also advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights without fear of retribution.

PAGA ALLEGATIONS

30. At all times forth herein, PAGA applied to Plaintiff's employment with Defendant.

31. PAGA provides that any provision of law under the California Labor Code that provides for civil penalty, including unpaid wages and premium wages to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA") for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined

1 in California Labor Code section 2699.3.

2 32. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
3 any person that was employed by the alleged violator and against whom one or more of the alleged
4 violations was committed.

5 33. Plaintiff was employed by Defendants and the alleged violations were committed
6 against Plaintiff during Plaintiff’s time of employment with Defendants and Plaintiff is, therefore, an
7 aggrieved employee. Plaintiff and the other employees are “aggrieved employees” as defined by
8 California Labor Code section 2699(c) in that they are current or former employees of Defendants and
9 one of more of the alleged violations were committed against them.

10 34. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
11 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
12 have been met:

13 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
14 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
15 Labor Code alleged to have been violated, including the facts and theories to support
16 the alleged violations.

17 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and
18 the aggrieved employee by certified mail that it does not intend to investigate the
19 alleged violation within sixty (60) calendar days of the postmark date of the
20 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not
21 provided within sixty-five (65) calendar days of the postmark date of the Employee’s
22 Notice, the aggrieved employee may commence a civil action pursuant to California
23 Labor Code section 2699 to recover civil penalties in addition to any other penalties to
24 which the employee may be entitled.

25 35. On November 28, 2023, Plaintiff provided notice by electronic submission to the
26 LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged
27 to have been violated, including the facts and theories to support the alleged violations, pursuant to
28 Labor Code section 2699.3. A true and correct copy of the Employee’s Notice is attached hereto as

1 **Exhibit A.**

2 36. Plaintiff did not receive an LWDA Notice within sixty-five calendar days of providing
3 the Employees' Notice.

4 37. Therefore, the administrative prerequisites under California Labor Code section
5 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
6 California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194,
7 1197, 1197.1, 1198, 2800 and 2802 have been satisfied.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE SECTIONS 1194, *et seq.*, 1197, AND 1197.1**

10 **Failure to Pay Minimum Wage**

11 **(Against All Defendants and DOES 1 – 25)**

12 38. Plaintiff incorporates herein by specific reference, as though fully set forth, the
13 allegations in all preceding paragraphs.

14 39. California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage
15 for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to
16 employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiff and the
17 other class members frequently suffered or were permitted to work “off-the-clock”, such that they
18 were not paid minimum wage for all hours worked.

19 40. Such “off-the-clock” work that Plaintiff and class members suffered and/or were
20 permitted to work, and for which Plaintiff and class members did not receive minimum wage include
21 *inter alia*: (1) responding to emails and Microsoft Teams messages during meal periods and after
22 clocking out, (2) rescheduling meetings while off-the-clock, and (3) other general executive assistant
23 job duties.

24 41. Moreover, Defendants had a policy, practice and procedure of rounding employee time
25 such that Plaintiff and class members were systematically unpaid and/or underpaid for time worked
26 over the course of their employment.

27 42. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff
28 and the other class members for all hours they worked in violation of California Labor Code sections

1 1194, 1197, and 1197.1.

2 43. Defendants knew or should have known that Plaintiff and class members were
3 performing work “off-the-clock” because, among other things, Defendants’ management witnessed,
4 authorized, was made aware of, and/or required Plaintiff and class members to perform such work.

5 44. Defendants’ failure to pay Plaintiff and the other class members the minimum wage
6 violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections, Plaintiff
7 and the other class members are entitled to recover the unpaid balance of their minimum wage
8 compensation, as well as interest, costs, and attorney’s fees.

9 45. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
10 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
11 and interest thereon.

12 **SECOND CAUSE OF ACTION**

13 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

14 **Unpaid Overtime**

15 **(Against All Defendants and DOES 1 – 25)**

16 46. Plaintiff incorporates herein by specific reference, as though fully set forth, the
17 allegations in all preceding paragraphs.

18 47. California Labor Code section 1198 and the applicable Industrial Welfare Commission
19 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a
20 rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the
21 number of hours worked by the person on a daily and/or weekly basis.

22 48. Specifically, the applicable IWC Wage Order provides that Defendants were required
23 to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in
24 excess of eight (8) hours in a day, in excess of forty (40) hours in a workweek and/or the first eight
25 (8) hours worked on the seventh consecutive day in a workweek.

26 49. The applicable IWC Wage Order further provides that Defendants were required to pay
27 Plaintiff and the other class members overtime compensation at a rate of two (2) times their regular
28 rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all hours worked in

1 excess of eight (8) hours on the seventh consecutive day in a workweek.

2 50. California Labor Code section 510 codifies the right to overtime compensation at one-
3 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, forty
4 (40) hours in a week, or for the first eight (8) hours worked on the seventh day of work, and to overtime
5 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day
6 or in excess of eight (8) hours in a day on the seventh day of work.

7 51. Plaintiff and the other class members regularly worked in excess of eight (8) hours in
8 a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week and/or seven (7)
9 consecutive days in a workweek. However, Defendants did not record Plaintiff and the other class
10 members' actual hours worked and intentionally and willfully failed to pay all overtime wages owed
11 to Plaintiff and the other class members. Defendants' failure to pay correct overtime wages included,
12 *inter alia*: (a) when the combined total of the off-the-clock work discussed *supra* and the on-the-clock
13 work exceed the number of hours that trigger the payment of overtime wages under Labor Code
14 sections 510 and 1198 and/or the applicable Wage Order; (b) when Defendants intentionally, willfully
15 and/or negligently mischaracterized overtime as straight time; (c) when Defendants assigned more
16 work than could reasonably be completed in a workday or workweek to Plaintiff and class members,
17 but refused to authorize the overtime necessary for them to complete the assigned work; (d) when
18 Defendants altered timecards to remove overtime, and (e) when Defendants failed to include all
19 required wages and remuneration when calculating the overtime rate.

20 52. Defendants' failure to pay Plaintiff and the other class members as outlined above
21 violates California Labor Code sections 510 and 1198 and the applicable Wage Order and is therefore
22 unlawful.

23 53. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
24 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys'
25 fees.

26 **THIRD CAUSE OF ACTION**

27 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

28 **Meal Break Violations**

(Against All Defendants and DOES 1 – 25)

54. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

55. California Labor Code sections 226.7 and 512(a) and the applicable Wage Order govern Plaintiff and the other class members' employment by Defendants.

56. California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

57. The applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

58. The applicable IWC Wage Order and California Labor Code section 512(a) further provides that an employer may not require, cause, or permit an employee to work a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

59. Plaintiff and the other class members who were scheduled to work for shifts no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

60. Plaintiff and the other class members who were scheduled to work for shifts in excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty (30) minutes.

61. Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members for work

1 performed during meal periods. This includes, among other things, permitting and/or requiring
2 Plaintiff and class members to work through their lunch breaks, permitting and/or requiring Plaintiff
3 and class members to take late lunch breaks, permitting and/or requiring Plaintiff and class members
4 to take short lunch breaks, interrupting and/or allowing others to interrupt Plaintiff and class members
5 during their lunch breaks, failing to relieve Plaintiff and class members of all duties during their lunch
6 breaks, and restricting Plaintiff and class members from leaving the premises during their lunch
7 breaks.

8 62. Further, because of Defendants' rounding policy, meal breaks were at times incorrectly
9 recorded as compliant, when in reality they were untimely and/or cut short.

10 63. During the relevant time period, Defendants failed to pay Plaintiff and the other class
11 members all meal period premiums due pursuant to California Labor Code section 226.7 and 512 and
12 the applicable Wage Order.

13 64. Defendants' conduct therefore violates the applicable IWC Wage Order, and California
14 Labor Code sections 226.7 and 512(a).

15 65. Pursuant to the applicable IWC Wage Order and California Labor Code section
16 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional
17 hour of pay at their regular rate of compensation for each workday that a compliant meal
18 period was not provided.

19 **FOURTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE SECTION 226.7**

21 **Rest Break Violations**

22 **(Against All Defendants and DOES 1 – 25)**

23 66. Plaintiff incorporates herein by specific reference, as though fully set forth, the
24 allegations in all preceding paragraphs.

25 67. California Labor Code section 226.7 and the applicable IWC Wage Order govern
26 Plaintiff and the other class members' employment by Defendants.

27 68. California Labor Code section 226.7 provides that no employer shall require an
28 employee to work during any rest period mandated by an applicable order of the California IWC.

69. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.”

70. Defendants routinely required Plaintiff and the other class members to work three and one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest period per each four (4) hour period, or major fraction thereof, worked.

71. Moreover, Defendants willfully required, suffered and permitted Plaintiff and the other class members to work during what should have been their rest periods. Defendants also failed to relieve Plaintiff and the other class members of all duties for ten (10) minutes as required for compliant rest breaks.

72. As a result, Plaintiff worked through rest periods, took late rest periods, took interrupted rest periods, and/or took short rest periods, if at all.

73. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members were entitled to recover from Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each workday that compliant rest period(s) were not provided.

74. Defendants had no policy and/or practice to pay a premium when rest periods were missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus Defendants failed to pay Plaintiff and the other class members the full rest period premium due to them in violation of California Labor Code section 226.7 and the applicable IWC Wage Orders.

75. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday complaint rest period(s) were not provided.

FIFTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE §§ 204 AND 210

1 **Failure to Timely Pay Wages During Employment**

2 **(Against All Defendants and DOES 1 – 25)**

3 76. Plaintiff incorporates herein by specific reference, as though fully set forth, the
4 allegations in all preceding paragraphs.

5 77. California Labor Code section 204 provides that all wages earned by any person in any
6 employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages
7 due upon termination of an employee, are due and payable between the 16th and 26th day of the month
8 during which the labor was performed.

9 78. California Labor Code section 204 provides that all wages earned by any person in any
10 employment between the 16th and the last day, inclusive, of any calendar month, other than those
11 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of
12 the following month.

13 79. California Labor Code section 204 provides that all wages earned for labor in excess
14 of the normal work period shall be paid no later than the payday for the next regular payroll period.

15 80. As a result of the violations set forth in detail above (failure to pay overtime, failure to
16 pay minimum wages, meal break violations and rest break violations), Defendants intentionally and
17 willfully failed to timely pay Plaintiff and other class members all wages due to them within the period
18 permissible under California Labor Code section 204.

19 81. Plaintiff and other class members are entitled to recover all available remedies for
20 Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to
21 Labor Code section 210(b).

22 **SIXTH CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE SECTION 226(a)**

24 **Failure to Provide Accurate Wage Statements**

25 **(Against All Defendants and DOES 1 – 25)**

26 82. Plaintiff incorporates herein by specific reference, as though fully set forth, the
27 allegations in all preceding paragraphs.

28 83. At all material times set forth herein, California Labor Code section 226(a) provides

1 that every employer shall furnish each of its employees an accurate itemized wage statement in writing,
2 including, but not limited to, the name and address of the legal entity that is the employer, total hours
3 worked, and all applicable hourly rates.

4 84. As a result of the violations set forth in detail above (failure to pay overtime, failure to
5 pay minimum wages, meal break violations and rest break violations), Defendants intentionally and
6 willfully failed to provide Plaintiff and the other class members with complete and accurate wage
7 statements. The deficiencies include, among other things, the failure to state all hours worked, the
8 failure to state the actual gross wages earned, the failure to include meal and rest break premiums, and
9 the failure to include correct rates of pay. Accordingly, Defendants violated California Labor Code
10 226(a).

11 85. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
12 and the other class members have suffered injury and damage to their statutorily protected rights.

13 86. Specifically, Plaintiff and the other class members have been injured by Defendants'
14 intentional violation of California Labor Code section 226(a) because they were denied both their legal
15 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
16 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
17 number of total hours worked on wage statements, Plaintiff and the other class members have been
18 prevented by Defendants from determining if all hours worked were paid and the extent of the
19 underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct
20 time records, and perform computations in order to analyze whether in fact Plaintiff and the other class
21 members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur
22 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs
23 had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's
24 ability to demand and recover the underpayment of wages from Defendants.

25 87. Plaintiff and the other class members are entitled to recover from Defendants the
26 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
27 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

28 **SEVENTH CAUSE OF ACTION**

VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203

Final Wages Not Timely Paid

(By the Former Employee Sub-Class Against All Defendants and DOES 1 – 25)

88. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

89. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required to timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code section 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 mandates that if an employee quits, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

90. California Labor Code section 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than thirty (30) days.

91. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations and rest break violations), at the time that Plaintiff and the other class members' employment with Defendants ended, Defendants knowingly and willfully failed to pay Plaintiff and the other class members all wages owed to them pursuant to California Labor Code sections 201 and 202, including, without limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium wages, and all wages due to Plaintiff and class members as they became due, as required per California Labor Code sections 204.

92. As a result, Plaintiff and the other class members are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code section 203, together with interest thereon, as well as other available remedies.

1 **EIGHTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**

3 **Failure to Reimburse Necessary Business Expenses**

4 **(Against All Defendants and DOES 1 – 25)**

5 93. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 94. Pursuant to California Labor Code sections 2800 and 2802, an employer must
8 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
9 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
10 consequence of his or her obedience to the directions of the employer.

11 95. Plaintiff and the other class members incurred necessary business-related expenses and
12 costs that were not fully reimbursed by Defendants, including, but not limited to the use of personal
13 cell phones for work-related purposes.

14 96. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class
15 members for all necessary business-related expenses and costs. Plaintiff and the other class members
16 are entitled to recover from Defendants their business-related expenses and costs incurred during the
17 course and scope of employment, plus interest accrued from the date on which Plaintiff and the other
18 class members incurred the necessary expenditures at the same rate as judgments in civil actions in
19 the State of California.

20 **NINTH CAUSE OF ACTION**

21 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 *ET. SEQ.***

22 **Unfair and Unlawful Business Practices**

23 **(Against All Defendants and DOES 1 – 25)**

24 97. Plaintiff incorporates herein by specific reference, as though fully set forth, the
25 allegations in all preceding paragraphs.

26 98. Each and every one of Defendants' acts and omissions in violation of the California
27 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
28 Defendants' failure and refusal to: (1) pay overtime compensation, minimum wages, and meal and

rest period premiums, (2) timely pay wages at the correct rate during employment, (3) furnish accurate itemized wage statements, (4) reimburse business-related expenses, and (5) timely pay wages upon termination, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 *et seq.*

99. Defendants' acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and the other class members.

100. Defendants have avoided payment of overtime wages, minimum wages, meal period premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

101. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge their ill-gotten gains and restore them to Plaintiff and the other class members.

102. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial.

TENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 2699, ET SEQ.

(Against All Defendants and DOES 1 – 25)

103. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

104. PAGA expressly provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision

of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a). Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

105. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

106. Defendants’ conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

107. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 201, 202, 203, 204, 210, 226(a), 226.2, 226.7, 510, 512(a), 1194, et seq., 1194.2, 1197, 1198, 2800 and 2802, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

108. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees.

109. Plaintiff retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney’s fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

1 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants,
2 jointly and severally, as follows:

3 **Class Certification**

- 4 1. This action be certified as a class action;
- 5 2. Plaintiff be appointed as the representative of the Class;
- 6 3. Plaintiff be appointed as the representative of the Former Employee Sub-Class;
- 7 4. Counsel for Plaintiff be appointed as class counsel; and
- 8 5. Defendants provide to class counsel the names and most current/last known contact
9 information (address, e-mail and telephone numbers) of all class members.

10 **As to the First Cause of Action**

- 11 6. That the Court declare, adjudge and decree that Defendants violated California Labor
12 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the
13 other class members;
- 14 7. For general unpaid wages and such general and special damages as may be appropriate;
- 15 8. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
16 Plaintiff and the other class members in the amount as may be established according to proof at trial;
- 17 9. For pre-judgment interest on any unpaid compensation from the date such amounts
18 were due;
- 19 10. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
20 Labor Code section 1194(a);
- 21 11. For liquidated damages pursuant to California Labor Code section 1194.2;
- 22 12. For such other and further relief as the Court may deem just and proper.

23 **As to the Second Cause of Action**

- 24 13. That the Court declare, adjudge and decree that Defendants violated California Labor
25 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
26 wages due to Plaintiff and the other class members;
- 27 14. For general unpaid wages at overtime wage rates and such general and special
28 damages as may be appropriate;

1 15. For pre-judgment interest on any unpaid overtime compensation commencing from
2 the date such amounts were due;

3 16. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
4 Labor Code section 1194;

5 17. For such other and further relief as the Court may deem just and proper.

6 **As to the Third Cause of Action**

7 18. That the Court declare, adjudge and decree that Defendants violated California Labor
8 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
9 periods, (including second meal periods) to Plaintiff and the other class members;

10 19. That the Court make an award to Plaintiff and the other class members of one (1) hour
11 of pay at each employee's regular rate of compensation for each workday that a meal period was not
12 provided;

13 20. For all actual, consequential, and incidental losses and damages, according to proof;

14 21. For premium wages pursuant to California Labor Code section 226.7(c);

15 22. For pre-judgment interest on any unpaid wages from the date such amounts were due;

16 23. For reasonable attorneys' fees and costs of suit incurred herein;

17 24. For such other and further relief as the Court may deem just and proper.

18 **As to the Fourth Cause Action**

19 25. That the Court declare, adjudge and decree that Defendants violated California Labor
20 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
21 Plaintiff and the other class members;

22 26. That the Court make an award to Plaintiff and the other class members of one (1) hour
23 of pay at each employee's regular rate of compensation for each workday that a rest period was not
24 provided;

25 27. For all actual, consequential, and incidental losses and damages, according to proof;

26 28. For premium wages pursuant to California Labor Code section 226.7(c);

27 29. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28 30. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

31. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the class;

32. For statutory penalties pursuant to California Labor Code section 210;

33. For such other and further relief as the Court deems just and proper.

As to the Sixth Cause of Action

34. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

35. For actual, consequential and incidental losses and damages, according to proof;

36. For statutory penalties pursuant to California Labor Code section 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g);

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

40. For all actual, consequential, and incidental losses and damages, according to proof;

41. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

42. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

43. For such other and further relief as the Court may deem just and proper.

As to the Eight Cause of Action

1 44. That the Court declare, adjudge, and decree that Defendants violated California Labor
2 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members
3 for all necessary business-related expenses as required by California Labor Code sections 2800 and
4 2802;

5 45. For actual, consequential and incidental losses and damages, according to proof;

6 46. For the imposition of civil penalties and/or statutory penalties;

7 47. For punitive damages and/or exemplary damages according to proof at trial;

8 48. For reasonable attorneys' fees and costs of suit incurred herein; and

9 49. For such other and further relief as the Court may deem just and proper.

10 **As to the Ninth Cause of Action**

11 50. That the Court declare, adjudge and decree that Defendants violated the following
12 California Labor Code sections as to Plaintiff and the other class members: 510 and 1198 (by failing
13 to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum wages); 226.7 and 512(a)
14 (by failing to provide meal and rest periods or compensation in lieu thereof); 204 (by failing to timely
15 pay wages during employment); 226(a) (by failing to provide accurate wage statements); and 201,
16 202, and 203 (by failing to pay all wages owed upon termination); and 2800 and 2802 (by failing to
17 reimburse business-related expenses);

18 51. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-
19 judgment interest from the day such amounts were due and payable;

20 52. For the appointment of a receiver to receive, manage and distribute any and all funds
21 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
22 result of violation of California Business and Professions Code sections 17200, *et seq.*;

23 53. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
24 Code of Civil Procedure section 1021.5; and

25 54. For injunctive relief to ensure compliance with this section, pursuant to California
26 Business and Professions Code sections 17200, *et seq.*

27 **As to the Tenth Cause of Action**

1 55. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g),
2 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204,
3 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

4 56. For such other and further relief as the Court may deem proper.

5 DATED: _____, 2025

BLACKSTONE LAW, APC

6
7 By: 

8 Jonathan M. Genish, Esq.

9 Barbara DuVan-Clarke, Esq.

10 Danielle GruppChang, Esq.

11 P.J. Van Ert, Esq.

12 Annabel Blanchard, Esq.

13 Attorneys for Plaintiff

14 JEANNE BOUDREAU, individually and on
15 behalf of others similarly situated
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On December 22, 2025, I served a copy of the following document(s):

• **SECOND AMENDED CLASS ACTION COMPLAINT**

on the interested parties as follows:

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MITCHELL LLP**

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INTELLISWIFT SOFTWARE, INC.

☒ **BY ELECTRONIC SERVICE (FILE & SERVE XPRESS):** I caused said document(s) to be sent to the addressee(s) listed above via File & Serve Xpress. I did not receive any electronic message or other indication that the transmission was unsuccessful. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 22, 2025 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista