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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

Honorable Jeffery S. Ross  
Department 613

**SUPPLEMENTAL DECLARATION OF  
ANNABEL BLANCHARD IN SUPPORT OF  
MOTION FOR APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: December 23, 2025  
Time: 10:00 a.m.  
Dept: 613

Complaint Filed: May 20, 2024  
FAC Filed: November 7, 2024  
Trial Date: Not Set

1                                    **SUPPLEMENTAL DECLARATION OF ANNABEL BLANCHARD**

2    I, Annabel Blanchard, declare and state as follows:

3            1.        I am an attorney duly licensed to practice law in all Courts of the State of California. I  
4    am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiff Jeanne  
5    Boudreau (“Plaintiff”). I have personal knowledge of the facts contained herein, and, if called upon to  
6    testify, I could and would competently do so.

7            2.        On September 11, 2025, Plaintiff filed her Motion for Preliminary Approval of Class  
8    Action and PAGA Settlement, set for hearing on December 4, 2025.

9            3.        On December 2, 2025, the Court issued an order continuing the hearing on the Motion  
10   for Preliminary Approval to December 16, 2025, and directing Plaintiff to provide supplemental  
11   briefing on a number of points. By way of this declaration, Counsel for Plaintiff respectfully submits  
12   this brief in response.

13           4.        **Adequacy, Typicality, and Commonality:** On December 3, 2025, Plaintiff filed the  
14   Amended Declaration of Jeanne Boudreau in Support of Motion for Approval of Class Action and  
15   PAGA Settlement, providing further detail as to her typicality, adequacy and the commonality of her  
16   claims.

17           5.        **Class Period:** Among the points the Court requested Plaintiff to brief was why the  
18   Court should approve a class period that begins before Plaintiff’s first day at work for Defendants.

19                                    **Appropriate Standard**

20           a.        A Plaintiff may bring a claim on behalf of a class of absent parties under Code  
21   of Civil Procedure section 382 “when the question is one of a common or general interest, of many  
22   persons, or when the parties are numerous, and it is impracticable to bring them all before the court...”  
23   The party seeking certification as a class representative must establish the existence of an ascertainable  
24   class and a well-defined community of interest among the class members. (*Daar v. Yellow Cab Co.*,  
25   (1967) 67 Cal.2d 695, 704.) The community of interest requirement embodies three factors: (1)  
26   predominant common questions of law or fact; (2) class representatives with claims or defenses typical  
27   of the class; and (3) class representatives who can adequately represent the class. (*Richmond v. Dart*  
28   *Industries, Inc.* (1981) 29 Cal.3d 462, 470.)

1 **Application of the Standard**

2 b. Note that none of these criteria require the named Plaintiff's claims to arise on  
3 the same dates or prior to the claims of the absent parties the Plaintiff seeks to represent. In the instant  
4 case, the class is well-defined and easily ascertainable by reference to Defendant's records, regardless  
5 of whether the class members started before, after, or during Plaintiff's time working for Defendants.  
6 The community of interest requirements are also met as follows:

7 i. Common Questions Predominate: Plaintiff alleges that Defendant  
8 denied its employees compliant meal and rest periods, required employees to perform work off-  
9 the-clock, and failed to fully compensate employees for all time actually worked. Plaintiff alleges  
10 that this was done according to common company policies and procedures. Importantly, Plaintiff  
11 alleges that these policies and procedures did not change between December 15, 2019, through the  
12 duration of Plaintiff's employment in any way. Plaintiff's assertion that Defendant's policies and  
13 procedures while she was employed by Defendant were unlawful raises common questions of law  
14 and fact with the claims of other class members. The "predominant common questions" factor  
15 does not require that all class members have identical claims. Rather, the focus is on whether issues  
16 shared by the class members are sufficiently uniform to permit class-wide assessment, and whether  
17 individual variations in proof on those issues are manageable. (*Ayala v. Antelope Valley*  
18 *Newspapers, Inc.* (2014) 59 Cal.4th 522, 530). (See, *Brinker Restaurant Corp. v. Superior Court*  
19 *(2012)*, 53 Cal.4th 1004, "[c]laims alleging that a uniform policy consistently applied to a group  
20 of employees is in violation of the wage and hour laws are of the sort routinely, and properly,  
21 found suitable for class treatment."). If other class members' claims arose prior to Plaintiff's  
22 employment with Defendant, but share common questions of law and fact with those of the  
23 Plaintiff due to Defendant's uniform policies and procedures as to its workforce, then the  
24 commonality requirement is met.

25 ii. Plaintiff's Claims are Typical of the Class: To satisfy the typicality  
26 requirement, California law does not require that Plaintiff's claims be identical to the other class  
27 members' claims. Rather, the test of typicality for a class representative is whether other class  
28 members have the same or similar injury, whether the action is based on conduct which is not

1 unique to the named plaintiff, and whether other class members have been injured by the same  
2 course of conduct. (*See, Seastrom v. Neways, Inc.*, 149 Cal.App.4th 1496, 1502 (2007)). The  
3 typicality requirement for a class representative refers to the nature of the claim or defense of the  
4 representative, and not to the specific facts from which it arose or the relief sought. (*See Ibid*).  
5 Since the policies and procedures at issue were the same prior to Plaintiff's employment and during  
6 her employment at Defendant, the nature of the claims of Plaintiff and the class members (and  
7 Defendant's possible defenses to those claims) are also the same. The mere fact that Plaintiff's  
8 claims start on a later date does not change this. During the course of litigating this case and in  
9 preparation for the mediation, Plaintiff conducted informal written discovery and obtained class  
10 data and other pertinent documents dating back to 2019. Plaintiff contends that this data shows  
11 that the alleged violations continued throughout the entire class period, with no significant variance  
12 in the matters such as whether overtime was paid, whether hours were rounded, whether meal  
13 premiums were paid, etc. Further, the policies and procedures did not vary significantly regarding  
14 these issues between the start of the class period and Plaintiff's time working for Defendant. Thus,  
15 there is evidence that the working conditions at Defendant were the same throughout the class  
16 period.

17           iii.       Plaintiff can Adequately Represent the Class: Finally, the question of  
18 adequacy of representation "depends on whether the plaintiff's attorney is qualified to conduct the  
19 proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class."  
20 (*McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976)). The qualifications of counsel clearly  
21 do not turn on Plaintiff's start date with Defendants. Further, nothing about Plaintiff's employment  
22 being less than the full class period puts her claims in conflict with, or makes them antagonistic  
23 to, the remaining class members' claims, since each class member (including Plaintiff) will be paid  
24 proportionally to the number of qualifying work weeks worked within the class period.

25           c.       Since the requirements of ascertainability, commonality, typicality, and  
26 adequacy are met here, there is no reason to exclude claims arising prior to Plaintiff's employment  
27 with Defendant, as Plaintiff is an appropriate class representative under the applicable legal standard.  
28 A class representative is just that – a *representative* of a larger class of people. Indeed, as long as the

1 same policies and procedures are at issue, claims arising for other class members prior to Plaintiff's  
2 employment are not substantially different from claims of other class members after Plaintiff's  
3 employment. So long as the class representative's claims arose during the proposed Class Period, and  
4 are typical of those of other class members' claims, he or she can represent the other class members  
5 identified in the class definition, and those claims can be brought together.

6 d. Therefore, the Plaintiff argues that the class period should not be shortened to  
7 begin on Plaintiff's first date of employment. The applicable legal standard does not require that a  
8 class representative be employed throughout the class period. Plaintiff meets the requirements of  
9 typicality and adequacy, and her claims share commonality with those of the other class members,  
10 qualifying her as an appropriate class representative.

11 6. **Class Definition and PAGA member definition:** The Parties have prepared the  
12 Amended Joint Stipulation of Settlement ("Amended Agreement") which revises the definition of the  
13 PAGA Group to be "all non-exempt, hourly paid individuals who worked for Defendant within the  
14 State of California and were assigned to Defendant's client, Adobe, Inc. at any time during the PAGA  
15 Period." (Amended Agreement, ¶ 43). Plaintiff and Plaintiff's counsel have executed the Amended  
16 Agreement. As of the date of this declaration, Defendant has not yet signed the Amended Agreement,  
17 but it has been sent to Defendant for signature. The Amended Agreement is attached to this declaration  
18 as **Exhibit 1**. A redlined version of the Amended Agreement is attached as **Exhibit 2**.

19 7. **Releases:** The Amended Agreement revises the Release by Participating Class  
20 Members to refer to the Operative Complaint and removes the release of PAGA civil penalties. The  
21 revised release language also removes the release of the Federal Fair Labor Standards Act claims and  
22 the National Labor Relations Act claims (Amended Agreement, ¶ 86).

23 The Amended Agreement revises the Released PAGA Claims to refer to the Operative  
24 Complaint and the Amended PAGA Letter (Amended Agreement, ¶ 87).

25 8. **Operative Complaint:** On September 11, 2025, Plaintiff requested leave of the Court  
26 to file a Second Amended Complaint in the Class Action that effectively consolidates the claims and  
27 allegations of the PAGA Action into the Class Action for the purpose of Court approval of the  
28 Settlement. After the filing of the Operative Complaint, Plaintiff intends to dismiss the PAGA Action

without prejudice. The anticipated Second Amended Complaint will be the Operative Complaint in the Action. The Amended Agreement recites these facts and defines the Operative Complaint as the Second Amended Complaint (Amended Agreement, ¶ 61).

9. **Notice:** The Parties have made the requested changes to the Notice, including revising the Releases to match the revised Releases in the Amended Agreement. The revised Notice is attached as **Exhibit 3**. A redlined version of the Notice is attached as **Exhibit 4**.

10. **Service on the LWDA:** Plaintiff intends to serve the Amended Agreement on the LWDA once it has been fully executed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 16, 2025, at Los Angeles, California.

*A. Blanchard*  
Annabel Blanchard

## **EXHIBIT 1**

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JEANNE BOUDREAU

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

JEANNE BOUDREAU, individually and on  
behalf of others similarly situated,

Plaintiff,

vs.

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

Defendants.

Case No. CGC-23-611128

**AMENDED JOINT STIPULATION OF  
SETTLEMENT**

Assigned to Hon. Jeffrey S. Ross,  
Department 613

Action Filed: December 15, 2023  
Trial Date: None set

**TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

This Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Jeanne Boudreau (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Intelliswift Software LLC (“Defendant”) (together, Plaintiff and Defendant Intelliswift Software LLC are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiff, Class Members (as defined herein), the State of California as to the employment of PAGA Group Members (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

Pursuant to Paragraph 95 of the Joint Stipulation of Settlement which was executed on August 7, 2025 (“Original Agreement”), the Original Agreement is hereby replaced and supplanted in its entirety by this instrument.

**A. RECITALS**

1. On November 28, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Adobe Inc., and Adobe Systems Incorporated (“PAGA Letter”). The PAGA Letter was mailed to two dismissed defendants in the Action: Adobe Inc., and Adobe Systems Incorporated. On August 12, 2025, Plaintiff provided amended written notice to the LWDA by online submission, of the specific provisions of the California Labor Code alleged to have been violated by Defendant, Adobe Inc., and Adobe Systems Incorporated (“Amended PAGA Letter”). The Amended PAGA Letter was served on Defendant, via U.S. Mail directed to Defendant’s counsel.

2. On December 15, 2023, Plaintiff filed a Class Action Complaint for Damages (“Class Action Complaint”) in the action entitled *Jeanne Boudreau v. Adobe Inc., et. al.*, San Francisco County Superior Court Case No. CGC-23-611128, thereby commencing a putative class action against Adobe Inc. and Adobe Systems Incorporated (“Class Action”).

3. On February 2, 2024, Plaintiff filed a Complaint for Damages and Enforcement

1 Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* (“PAGA  
2 Complaint”) in the action entitled *Jeanne Boudreau v. Adobe Inc, et. al.*, San Francisco County  
3 Superior Court Case No. CGC-24-612098, thereby commencing a putative representative PAGA  
4 action against Adobe Inc. and Adobe Systems Incorporated (“PAGA Action”). The PAGA  
5 Complaint alleges a single cause of action for civil penalties under the Private Attorneys General  
6 Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the  
7 California Labor Code violations alleged in the PAGA Letter.

8 4. On November 7, 2024, Plaintiff filed a First Amended Class Action Complaint  
9 (“FAC”) in the Class Action. The FAC added Defendant Intelliswift Software, LLC as a named  
10 Defendant and alleged nine (9) causes of action for violations of the California Labor Code for: (1)  
11 unpaid minimum wages, (2) unpaid overtime, (3) failure to provide compliant meal periods and  
12 premium payments in lieu thereof, (4) failure to provide compliant rest periods and premiums  
13 payments in lieu thereof, (5) failure to timely pay wages during employment, (6) failure to provide  
14 compliant wage statements, (7) failure to timely pay wages upon termination, (8) failure to  
15 reimburse necessary business expenses, and, (9) for violations of California Business & Professions  
16 Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations.

17 5. On November 12, 2024, the originally named defendants Adobe Inc. and Adobe  
18 Systems Incorporated were dismissed without prejudice from the Class Action.

19 6. As of the Parties’ execution of this Agreement, the PAGA Action has not been  
20 amended or dismissed. The Parties agree that, as part of this Settlement, they will take all necessary  
21 steps to ensure that Plaintiff has satisfied her administrative remedies with respect to her PAGA  
22 claims against Defendant.

23 7. On September 11, 2025, Plaintiff requested leave of the Court to file a Second  
24 Amended Complaint in the Class Action, which effectively consolidates the PAGA Action into the  
25 Class Action for purposes of settlement and Court approval, and which would be the Operative  
26 Complaint in the Action (“Operative Complaint” or “SAC”). After the filing of the Operative  
27 Complaint, Plaintiff intends to dismiss the PAGA Action without prejudice.

28 8. The PAGA Letter, the Amended PAGA Letter, the Class Action, and the PAGA

1 Action shall collectively be referred to herein as the “Action.” The Operative Complaint, which  
2 shall effectively consolidate the PAGA Action into the Class Action for purposes of settlement and  
3 Court approval, is explicitly incorporated into the definition of “Action.”

4 9. Defendant denied and continues to deny all material allegations set forth in the  
5 Action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding  
6 further litigation, Defendant desires to fully and finally settle the Action, Released Class Claims (as  
7 defined herein), and Released PAGA Claims (as defined herein).

8 10. Class Counsel diligently investigated the class and PAGA claims against Defendant,  
9 including any and all applicable defenses and the applicable law. The investigation included, *inter*  
10 *alia*, the exchange of information, data, and documents, and review of corporate policies and  
11 practices. The Parties have engaged in sufficient informal discovery and investigation to assess the  
12 relative merits of the claims and contentions of the Parties.

13 11. On December 30, 2024, the Parties participated in mediation with Eve Wagner (the  
14 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the  
15 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’  
16 settlement discussions were conducted at arms’ length, and the Settlement is the result of an  
17 informed and detailed analysis of Defendant’s potential liability and the Parties’ respective exposure  
18 in relation to the costs and risks associated with continued litigation. Based on Class Counsel’s  
19 investigation and evaluation, Class Counsel believes that the settlement with Defendant for the  
20 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and  
21 adequate and is in the best interest of the Class Members, State of California, and PAGA Employees  
22 in light of all known facts and circumstances, including the risk of significant delay and uncertainty  
23 associated with litigation and various defenses asserted by Defendant.

24 12. The Parties expressly acknowledge that this Settlement Agreement is entered into  
25 solely for the purpose of compromising significantly disputed claims. By entering into this  
26 Settlement, Defendant admits no liability, and explicitly denies liability or wrongdoing of any kind  
27 arising from the claims alleged in the Action. This Settlement shall not constitute an admission by  
28 Defendant as to any interpretation of laws or as to the merits, validity, or accuracy of any of the

1 claims made against it in the Action, or that the claims alleged are suitable for class-wide or  
2 collective treatment. If for any reason this Settlement Agreement is not approved, it will be of no  
3 force or effect, and the Parties shall be returned to their original respective positions.

4 **B. DEFINITIONS**

5 13. "Action" refers jointly to the PAGA Letter, the Class Action, and the PAGA Action,  
6 and explicitly incorporates the Operative Complaint, which shall effectively consolidate the PAGA  
7 Action into the Class Action for purposes of settlement and Court approval.

8 14. "Administrator" means Apex Class Actions, LLC, the neutral entity the Parties have  
9 agreed to appoint to administer the Settlement.

10 15. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class  
11 Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to  
12 be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 65.

13 16. "Class Action" means the Plaintiffs' lawsuit alleging wage and hour violations  
14 against Defendants captioned *Jeanne Boudreau v. Adobe Inc., et. al.*, Case No. CGC-23-611128,  
15 initiated on December 15, 2023, and pending in Superior Court of the State of California, County  
16 of San Francisco, and any amendments thereto.

17 17. "Class" or "Class Member(s)" means all non-exempt, hourly-paid individuals who  
18 worked for Defendant within the State of California and were assigned to Defendant's client, Adobe,  
19 Inc., at any time during the Class Period.

20 18. "Class Counsel" means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle  
21 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be  
22 appointed counsel for the Class.

23 19. "Class List" refers to the list of Class Member information to be provided to the  
24 Administrator by Defendant in accordance with this Settlement Agreement.

25 20. "Class Notice" refers to the class notice, substantially in the form attached hereto as  
26 Exhibit A, as it may be modified by agreement of the Parties or upon order of the Court, which will  
27 be sent to the Class Members.

28 21. "Class Period" means the period from December 15, 2019, through December 31,

1 2024.

2 22. “Class Representative” refers to Plaintiff Jeanne Boudreau.

3 23. “Class Settlement” means the settlement and resolution of all Released Class Claims.

4 24. “Court” means the Superior Court of the State of California for the County of San  
5 Francisco.

6 25. “Defendant” means Intelliswift Software LLC.

7 26. “Defense Counsel” refers to R. Scott Brink and Taylor N. Burras of Jeffer Mangels  
8 Butler & Mitchell LLP.

9 27. “Effective Date” means the day that is the later of the following: (i) if no timely  
10 objections are filed or if all objections are withdrawn, the date upon which the Court enters the Final  
11 Approval Order; (ii) if an objection is filed and not withdrawn, the date for filing an appeal and no  
12 such appeal being filed; and (iii) if any timely appeal is filed, the date of the resolution (or  
13 withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

14 28. “Employee Taxes” shall mean the employee’s share of any and all applicable federal,  
15 state or local payroll taxes and withholdings including, but not limited to those collected under  
16 authority of the Federal Insurance Contributions Act (“FICA”), FUTA and/or SUTA on the portion  
17 of any Participating Class Member’s Settlement Share that constitutes wages. The Employee Taxes  
18 will be withheld from and paid out of the Gross Settlement Amount.

19 29. “Employer Taxes” shall mean and refer to Defendant’s share of corporate federal,  
20 state and/or local payroll taxes that is owed on the portion of any Participating Class Member’s  
21 Settlement Share that constitutes wages. The Employer Taxes will be withheld from and paid out  
22 of the Gross Settlement Amount. If the Court does not approve payment of Employer Taxes from  
23 the Gross Settlement Amount, Defendant will pay the Employer Taxes separately from and in  
24 addition to the Gross Settlement Amount.

25 30. “Enhancement Payment” means the amount to be paid to Class Representative, in  
26 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA  
27 Group Members, and general release of claims, as set forth hereinbelow.

28 31. “Final Approval Hearing” means the hearing at which the Court will consider and

determine, *inter alia*, (1) the fairness, adequacy, and reasonableness of the Settlement, (2) the Enhancement Payment to Plaintiff, and (3) the fees and costs of Class Counsel.

32. “Final Approval Order” or “Order of Final Approval” refers to the order of the Court granting final approval of this Settlement and entering a judgment approving this Settlement on substantially the same terms provided herein or as may be modified by subsequent agreement of the Parties.

33. “Gross Settlement Amount” means the amount of Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) to be paid by Defendant in full satisfaction of the Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, Employee Taxes, Employer Taxes, and Net Settlement Amount to be paid to the Participating Class Members. Employer Taxes are included in the Gross Settlement Amount and shall be paid from the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant. The Gross Settlement Amount is subject to increase, as provided in hereinbelow.

34. “Individual PAGA Payment” means the *pro rata* share of the PAGA Group Payment that a PAGA Group Member may be eligible to receive under the PAGA Settlement, to be calculated in accordance with the terms of this Agreement.

35. “Individual Settlement Payment” means the net payment of each Participating Class Member’s Individual Settlement Share, after reduction for the employer’s and employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided hereinbelow.

36. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with this Agreement.

37. “Individual Workweeks” shall mean the number of Workweeks for an individual Class Member.

38. “LWDA Payment” shall mean the payment to the California Labor and Workforce

1 Development Agency (“LWDA”) constituting seventy-five percent (75%) of the PAGA Amount.  
2 Specifically, Fifteen Thousand Dollars (\$15,000.00), which shall constitute the LWDA’s 75% share  
3 of \$20,000.00 in civil penalties paid in exchange for the release of PAGA claims under this  
4 Settlement. The remaining Five Thousand Dollars \$5,000.00 of the PAGA Amount shall be  
5 distributed on a *pro rata* basis based upon the number of pay periods worked by each PAGA Group  
6 Member (“PAGA Group Payment”).

7 39. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is  
8 available for distribution to Class Members, which is the Gross Settlement Amount less: (a) the fees  
9 and costs of the Administrator; (b) the PAGA Amount; (c) the Enhancement Payment of Plaintiff;  
10 (d) Class Counsel’s Fees and Costs; and (e) Employer Taxes and Employee Taxes.

11 40. “Notice of Objection” means a Class Member’s written objection to the Settlement,  
12 which must: (a) contain the case name and number of the Class Action; (b) contain the objector’s  
13 full name, signature, address, telephone number, and the last four (4) digits of the objector’s Social  
14 Security number; (c) contain a written statement of all grounds for the objection accompanied by  
15 any legal support for such objection; (d) contain copies of any papers, briefs, or other documents  
16 upon which the objection is based; and (e) be returned by mail to the Administrator at the specified  
17 address, postmarked on or before the Response Deadline.

18 41. “Order of Preliminary Approval” or “Preliminary Approval Order” refers to the order  
19 of the Court granting preliminary approval of this Settlement.

20 42. “PAGA Amount” means the allocation of Twenty Thousand Dollars and Zero Cents  
21 (\$20,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent  
22 (75%) of the PAGA Amount, or \$15,000.00, will be paid to the LWDA (i.e., the LWDA Payment)  
23 and the remaining twenty-five percent (25%), or \$5,000.00, will be distributed to the PAGA Group  
24 (i.e., the PAGA Group Payment).

25 43. The “PAGA Group” shall mean all non-exempt, hourly-paid individuals who worked  
26 for Defendant within the State of California and were assigned to Defendant’s client, Adobe, Inc.,  
27 at any time during the PAGA Period.

28 44. “PAGA Group Member” shall mean an individual who is a member of the PAGA

1 Group (or if any such person is incompetent, deceased, or unavailable due to military service, the  
2 person's legal representative or successor in interest evidenced by reasonable verification).

3 45. "PAGA Group Payment" means the 25% portion of the PAGA Amount that is to be  
4 paid on a *pro rata* basis as Individual PAGA Payments to PAGA Group Members under the PAGA  
5 Settlement, each Individual PAGA Payment to be calculated in accordance with this Agreement.

6 46. "PAGA Period" means the period from November 28, 2022, through December 31,  
7 2024.

8 47. "PAGA Settlement" means the settlement and resolution of the PAGA Action and  
9 all Released PAGA Claims.

10 48. "Participating Class Members" refers to all Class Members who choose to participate  
11 in this Settlement and who do not timely and validly exclude themselves from the Settlement in  
12 accordance with the procedures set forth herein.

13 49. "Parties" refers to Plaintiff and Defendant.

14 50. "Pay Period" shall mean any pay period for which a Class Member actually received  
15 payment from Defendant as an hourly-paid, non-exempt employee.

16 51. "Plaintiff" refers to Plaintiff Jeanne Boudreau.

17 52. "Qualified Settlement Fund" or "QSF" means an account that will qualify and be  
18 characterized as a Qualified Settlement Fund under the provisions of the U.S. Treasury Regulations  
19 1.486B-1 and 1.468B-5, to be set up as provided below, and into which the Gross Settlement Amount  
20 is to be deposited as agreed herein, to be administered in a manner consistent with law and the terms  
21 of this Settlement.

22 53. "Released Class Claims" refers collectively to the claims released by Participating  
23 Class Members, as appropriate, and as defined hereinbelow.

24 54. "Released PAGA Claims" means the PAGA claims released by Plaintiff on behalf  
25 of herself and the other allegedly aggrieved employees and the LWDA, described in detail below,  
26 as against Defendant.

27 55. "Released Parties" means Adobe, Inc., Adobe Systems, Incorporated, Defendant and  
28 their past, present, and future, whether direct or indirect, officers, directors, members, managers,

1 employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, and  
2 administrators.

3         56.     “Response Deadline” means the final date, forty-five (45) calendar days from the  
4 initial mailing of the Class Notice by the Administrator to Class Members, unless the 45th day falls  
5 on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next  
6 day on which the United States Postal service is open, upon which Class Members may submit a  
7 Request for Exclusion or objection to the Settlement. Class Members who are sent a re-mailed Class  
8 Notice shall have their Response Deadline extended by ten (10) calendar days beyond the original  
9 Response Deadline (“Extended Response Deadline”).

10         57.     “Request for Exclusion” means a letter submitted by a Class Member indicating a  
11 request to be excluded from the Class Settlement, which must: (a) contain the case name and number  
12 of the Class Action; (b) contain the Class Member’s full name, signature, address, telephone  
13 number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that  
14 the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail  
15 to the Administrator at the specified address, postmarked on or before the Response Deadline.

16         58.     “Settlement” or “Settlement Agreement” refer to this Joint Stipulation of Settlement.

17         59.     “Workweek” shall mean any week in which a Class Member actually performed  
18 work for Defendant as an hourly-paid, non-exempt employee pursuant to an assignment to  
19 Defendant's client, Adobe, Inc., during the Class Period.

20         60.     “Workweeks Dispute” means a letter submitted by a Class Member disputing the  
21 number of Workweeks and/or Pay Periods which have been credited to them, which must: (a)  
22 contain the case name and number of the Class Action; (b) contain the Class Member’s full name,  
23 signature, address, telephone number, and the last four (4) digits of the Class Member’s Social  
24 Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or  
25 Pay Periods credited to the Class Member/PAGA Group Member and what the Class  
26 Member/PAGA Group Member contends is the correct number; and (d) be returned by mail to the  
27 Administrator at the specified address, postmarked on or before the Response Deadline.

**C. APPLICATION FOR APPROVAL OF THE SETTLEMENT, CLASS CERTIFICATION, DISSEMINATION OF NOTICE, AND SETTING OF FINAL APPROVAL HEARING**

61. Consolidation of Class Action and PAGA Action. On September 11, 2025, Plaintiff requested leave of the Court to file a Second Amended Complaint (defined herein as the Operative Complaint) in the Class Action that effectively consolidates the claims and allegations of the PAGA Action into the Class Action for the purpose of Court approval of the Settlement. After the filing of the Operative Complaint, Plaintiff intends to dismiss the PAGA Action without prejudice.

62. Motion for Preliminary Approval On September 11, 2025, Plaintiff applied to the Court for approval of the Settlement, including an Order of Preliminary Approval that, amongst other things, (a) preliminarily approves the Settlement under the legal standards relating to the approval of class and collective action settlements; (b) preliminarily certifies the Class for settlement purposes only; (c) approves the Class Notice and authorizes dissemination of the same; (d) preliminarily approves Plaintiff as Class Representative; (e) preliminarily approves Blackstone Law, APC as Class Counsel; (f) preliminarily approves Apex Class Action, LLC to serve as Administrator; (g) grants Plaintiff leave to file the Operative Complaint; and (h) sets a Final Approval Hearing and briefing schedule. Should this Settlement not become effective for any reason, the fact that the Parties stipulated to certification of a Class herein shall have no bearing on and shall not be admissible as to the question of whether a class/collective action should be certified in a non-settlement context.

63. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel notified the LWDA of the Settlement on August 13, 2025.

**D. CONSIDERATION FOR THE SETTLEMENT**

64. Gross Settlement Amount.

The Parties agree to settle this Action for the Gross Settlement Amount of \$395,000.00. The Gross Settlement Amount and other actions and forbearances taken by Defendant are paid in full and final settlement of: (a) the Released Class Claims; (b) the Released PAGA Claims; (c) the fees and costs of the Administrator; (d) the payment to the LWDA; (e) the Enhancement Payment to

1 Plaintiff; and (f) Class Counsel's Fees and Costs. The Gross Settlement Amount shall be deposited  
2 into the QSF within 30 calendar days of the Effective Date.

3 65. Allocation of the Gross Settlement Amount.

4 Subject to Court approval, the Gross Settlement Amount of \$395,000.00 will be credited or  
5 allocated as follows:

- 6 (a) Up to \$7,500 for the fees and costs of the Administrator.
- 7 (b) \$15,000 payment to the LWDA under PAGA.
- 8 (c) \$5,000 for payment to the PAGA Group Members.
- 9 (d) \$10,000 Enhancement Payment to Plaintiff.
- 10 (e) Up to \$30,000 payment to Class Counsel for declared costs.
- 11 (f) Estimated \$138,250 payment to Class Counsel for attorneys' fees.

12 The remainder constitutes the estimated Net Settlement Amount: \$189,250.

13 66. Attorneys' Fees and Costs.

14 Defendant agrees not to oppose or impede any application or motion by Class Counsel for  
15 attorneys' fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e.,  
16 \$138,250 if the Gross Settlement Amount is \$395,000) and reimbursement of actual costs and  
17 expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not  
18 to exceed Thirty-Thousand Dollars (\$30,000), both of which will be paid out of the Gross Settlement  
19 Amount from the QSF. These amounts will cover any and all work performed and any and all costs  
20 incurred by Class Counsel in connection with the litigation of the Action, including without  
21 limitation all work performed and costs incurred to date, and all work to be performed and all costs  
22 to be incurred in connection with obtaining the Court's approval of this Settlement Agreement,  
23 including any objections raised and any appeals necessitated by those objections. Class Counsel  
24 shall be solely and legally responsible for correctly characterizing this compensation for tax  
25 purposes and for paying any taxes on the amounts received. The Administrator shall issue an IRS  
26 Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested  
27 Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to  
28 the Net Settlement Amount for the benefit of the Class Members.

1 In the event that a lesser sum is awarded for the attorneys' fees and costs referenced above,  
2 or for the Enhancement Payment referenced herein, the approval by the Court of any such lesser  
3 sum(s) shall not be grounds for Plaintiff and/or Class Counsel to terminate the Settlement, but such  
4 an order shall be appealable by them. In the event that such an appeal is filed, final funding and  
5 administration of the portion of the attorneys' fees and/or costs award and/or Enhancement Payment  
6 in dispute will be segregated and stayed pending the exhaustion of appellate review. If, after the  
7 exhaustion of any such appellate review, additional amounts are distributable to the Participating  
8 Class Members, the cost of administration of the payments to them will be paid out of such  
9 additional amounts and not by Defendant. Any amount not awarded in attorneys' fees, costs and  
10 Enhancement Payment shall be added to the Net Settlement Amount and distributed to the  
11 Participating Class Members in accordance with the terms of the Settlement.

12 As of the date the QSF is funded or the Effective Date, whichever is later, and except as  
13 otherwise provided by this Settlement, Class Counsel and any counsel associated with Class Counsel  
14 waive any further claims to costs and attorney's fees and expenses against Defendant or the Released  
15 Parties arising from or related to the Action, including but not limited to claims based on the Labor  
16 Code, the Code of Civil Procedure, PAGA, the Fair Labor and Standards Act, the Business and  
17 Professions Code, or any other contract, statute or law.

18 67. Enhancement Payment.

19 Defendant agrees not to oppose or impede any application or motion by Plaintiff for an  
20 Enhancement Payment in the amount up to Ten Thousand Dollars (\$10,000), in consideration for  
21 Plaintiff's efforts on behalf of the Class including, but not limited to, assisting in the investigation  
22 and consulting with Class Counsel, providing critical information and documents to Class Counsel,  
23 and participating in settlement negotiations, the mediation, and in the drafting of the Settlement  
24 Agreement. The Enhancement Payment, which will be paid from the Gross Settlement Amount,  
25 subject to Court approval, will be in addition to her Individual Settlement Payment as a Class  
26 Member and Individual PAGA Payment as a PAGA Group Member. Plaintiff shall be solely and  
27 legally responsible for correctly characterizing this compensation for tax purposes and for paying  
28 any taxes on the amounts received. The Administrator shall issue an IRS Form 1099 to Plaintiff for

the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Class Members.

68. PAGA Amount.

Subject to approval by the Court, the Parties agree that the amount of Twenty Thousand Dollars (\$20,000) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$15,000, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$5,000, will be distributed to PAGA Group Members (i.e., the PAGA Group Payment) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Group Member during the PAGA Period (i.e., the Individual PAGA Payments). The Parties believe that the PAGA Amount is reasonable and sufficient under the circumstances and serves the punitive and deterrent purposes of the PAGA.

69. Administrator Costs.

The Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Seven Thousand Five Hundred Dollars (\$7,500). These costs will be paid out of the Gross Settlement Amount from the QSF, subject to Court approval. To the extent the actual Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Administration Costs which are not in fact required to fulfill payment to the Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Participating Class Members.

70. Escalator Clause.

Defendant has represented that the Class Members worked a total of 5,250 Workweeks during the Class Period. If it is determined by the Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 5,250 by more than 10% (i.e., more than 5,775 Workweeks), then the Gross Settlement Amount will be increased on a *pro*

1 *rata* basis equal to the percentage increase in the number of Workweeks worked by the Class  
2 Members above the 10% buffer. For example, if the number of Workweeks increases by 11%, then  
3 the Gross Settlement Amount will increase by 1%.

4 71. Individual Settlement Share Calculations. Individual Settlement Shares will be  
5 calculated and apportioned from the Net Settlement Amount based on the Class Members' number  
6 of Workweeks, as follows:

7 (a) After Preliminary Approval, the Administrator will divide the Net Settlement  
8 Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and  
9 multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield  
10 each Class Member's estimated Individual Settlement Share that the Class Member may be entitled  
11 to receive.

12 (b) After Final Approval, the Administrator will divide the final Net Settlement  
13 Amount by the Workweeks of all Participating Class Members to yield the "Final Workweek  
14 Value," and multiply each Participating Class Member's individual Workweeks by the Final  
15 Workweek Value to yield each Participating Class Member's final Individual Settlement Share.

16 72. Individual PAGA Payment Calculations. Individual PAGA Payments will be  
17 calculated and apportioned from the PAGA Group Payment based on the PAGA Group Member's  
18 number of Pay Periods, as follows: The Administrator will divide the PAGA Group Payment, i.e.,  
19 25% of the PAGA Amount, by the Pay Periods of all PAGA Group Members to yield the "Pay  
20 Period Value," and multiply each PAGA Group Member's individual Pay Periods by the Pay Period  
21 Value to yield each PAGA Group Member's Individual PAGA Payment.

22 73. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments.

23 For the purpose of taxes and required withholdings, the Parties agree that (i) Payments to  
24 Class Members shall be considered 15% wages (for which an IRS Form W-2 shall be issued) and  
25 85% interest and penalties (for which an IRS Form 1099 shall be issued); and (iii) Payments to  
26 PAGA Group Members shall be considered 100% penalties (for which an IRS Form 1099 with be  
27 issued).

28 Prior to the mailing of the Class Notice and again prior to the distribution of Settlement

1 Shares, the Administrator shall calculate the total taxes and withholdings required as a result of the  
2 wage portion of the Individual Settlement Share and such actual amount will be deducted therefrom.  
3 The Parties understand that Participating Class Members who receive Individual Settlement Shares  
4 under this Settlement shall be solely responsible for any and all individual tax obligations on the  
5 non-wage portion of their Individual Settlement Share, and will indemnify and hold harmless  
6 Defendant for any taxes, interest or penalties that may be incurred by Defendant on the non-wage  
7 portion of the Participating Class Member's Individual Settlement Share if any taxing authority  
8 disputes the allocation of the settlement payment.

9       74.   Tax Liability. Plaintiff, Class Counsel, Defendant, and Defense Counsel do not  
10 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or  
11 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff,  
12 Participating Class Members, and PAGA Group Members are not relying on any statement,  
13 representation, or calculation by Defendant, the Administrator, or Class Counsel in this regard.  
14 Plaintiff, Participating Class Members, and PAGA Group Members understand and agree that  
15 Plaintiff, Participating Class Members, and PAGA Group Members will be solely responsible for  
16 the payment of any taxes and penalties assessed on the payments described in this Settlement  
17 Agreement. Plaintiff, Participating Class Members, and PAGA Group Members should consult with  
18 their tax advisors concerning the tax consequences of any payment they receive under the  
19 Settlement.

20       75.   No Effect on Employee Benefit Plans. Neither this Settlement nor any amounts paid  
21 hereunder will modify any previously credited hours, days, or weeks of service under any employee  
22 benefit plan, policy or bonus program sponsored by Defendant.

23       76.   Undistributed Funds. In the event that any checks mailed to Participating Class  
24 Members remain uncashed after the expiration of 180 days, or an envelope mailed to a Participating  
25 Class Member is returned and no forwarding address can be located for the Participating Class  
26 Member after reasonable efforts have been made (including but not limited to skip tracing), the  
27 Administrator shall transmit the funds represented by such checks to the California Controller's  
28 Unclaimed Property Fund in the name of the Participating Class Member thereby leaving no "unpaid

residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

## **E. ADMINISTRATION OF THE SETTLEMENT**

### **77. Duties of the Administrator.**

The Administrator shall perform the duties required by this Settlement by, among other things, and without limitation, (i) receiving and updating through normal and customary procedures the list of Class Members to be produced by Defendant, so that it is updated prior to the mailing of the Class Notice, (ii) populating, printing and mailing the Court-approved Class Notice, (iii) establishing and maintaining a settlement website in the manner described below, (iv) responding to Class Member inquiries as appropriate, (v) performing necessary additional skip traces on any notices and/or checks returned as undeliverable, (vi) calculating the Settlement Shares of the Participating Class Members, (vii) resolving disputes during the administration process in the manner described below, (viii) reporting to Class Counsel and Defense Counsel regarding administration of the Settlement, (ix) establishing the QSF in the manner described below, (x) preparing and mailing settlement checks to the Participating Class Members, (xi) preparing and mailing the Court-approved payments to itself, the LWDA, the Class Representative, and Class Counsel, (xii) issuing to Plaintiff, Class Members, PAGA Group Members, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Agreement, (xiii) preparing all appropriate tax forms required in connection with the payments called for by this Settlement and remitting those forms and all required payments to the appropriate governmental agencies, (xiv) providing weekly reports to counsel for the Parties; (xv) preparing a final report and declaration summarizing the administration of the Settlement, and (xvi) generally performing all normal and customary duties associated with the administration of such settlements.

The weekly reports to counsel shall include the following information: (a) the number of undeliverable and re-mailed Class Notices; (b) the number of Class Members who have submitted Workweeks Disputes; (c) the number of Class Members who have submitted Requests for Exclusion; and (d) the number of Class Members who have submitted Notices of Objection. Additionally, the Administrator will provide to counsel for the Parties any updated reports regarding

1 the administration of the Settlement Agreement as needed or requested, and immediately notify the  
2 Parties when it receives a request from an individual or any other entity regarding inclusion in the  
3 Class and/or Settlement or regarding a Workweeks Dispute.

4 78. Establishing the Qualified Settlement Fund.

5 The Parties understand and agree that: (1) the Gross Settlement Amount will qualify and be  
6 characterized as a Qualified Settlement Fund ("QSF") under the provisions of Treasury Regulation  
7 Sections 1.468B-1 and 1.468B-5 with the purpose of resolving and/or satisfying the claims raised  
8 in this Settlement Agreement, (2) the QSF will be taxed as a separate entity for purposes of all  
9 federal, state, and local taxes, (3) the Parties shall treat the QSF on a basis consistent therewith for  
10 all tax purposes (and, for the avoidance of doubt, this Settlement Agreement shall be interpreted  
11 consistently therewith), (4) the QSF will be characterized as the employer of all Participating Class  
12 Members for purposes of determining all tax obligations (including withholding obligations), if any,  
13 associated with any and all payments under this Settlement, and (5) the QSF will bear full and sole  
14 responsibility (including the preparation and submission of necessary tax forms) for all withholding  
15 taxes associated with the QSF and settlement funds under this Settlement Agreement, in addition to  
16 any income taxes with respect to the earnings within the QSF and tax requirements relating to  
17 payments from the QSF. Any interest accrued by the QSF shall inure to the benefit of the  
18 Participating Class Members. All taxes (if any, including any interest and penalties) arising with  
19 respect to income earned by the QSF shall be paid from the QSF. All expenses and costs incurred  
20 in connection with the operation and implementation of this section (including without limitation,  
21 expenses of attorneys and/or accountants and mailing and distribution of expenses related to filing  
22 (or failing to file) any necessary tax returns) shall be paid from the QSF. For the avoidance of doubt,  
23 Defendant shall have no obligations with respect to the administration of the QSF, except as  
24 expressly provided under this Paragraph.

25 The Administrator shall be responsible for establishing the QSF upon the Court's approval  
26 to do so, which approval the Parties will jointly seek. The Gross Settlement Amount shall be  
27 deposited into the QSF within thirty (30) calendar days of the Effective Date. Defendant may, at its  
28 discretion, deposit the Gross Settlement Amount at an earlier date.

1           79.     Delivery of Class List. Within fourteen (14) calendar days of the Preliminary  
2 Approval Order, Defendant will provide to the Administrator the “PAGA Group Data” and “Class  
3 Members’ Data,” which shall consist of an electronic database containing (i) each Class Member’s  
4 first and last name, (ii) last known mailing address, (ii) the Class Member’s Social Security number  
5 or Tax ID, (iii) the Class Member’s employee identification number, if applicable, based on  
6 Defendant’s payroll records, (iv) the Class Member’s total number of Individual Workweeks, and  
7 (v) PAGA Group Members’ total number of Individual Pay Periods (collectively, the “Class List”).  
8 If any or all of the information needed for the Class List is unavailable to Defendant, Defendant will  
9 so inform Class Counsel prior to the date on which Defendant is required to submit the complete  
10 Class List to the Administrator and the Parties will make their best efforts to reconstruct or otherwise  
11 agree upon the Class List contents prior to when it must be submitted to the Administrator. If the  
12 Parties are unable to agree, the dispute will be resolved by the Administrator as provided herein.  
13 This information will otherwise remain confidential and will not be disclosed to anyone, including  
14 counsel for Plaintiff, except as required to applicable taxing authorities, and except as required to  
15 carry out the reasonable efforts to identify Class Member/PAGA Group Member information as  
16 described in this Agreement, pursuant to Defendant’s express written authorization, or by order of  
17 the Court.

18           80.     Notice by First-Class U.S. Mail.

19           Promptly upon receipt of the Class List, the Administrator shall access the National Change  
20 of Address Database (“NCOA”) and update the addresses provided by Defendant. The  
21 Administrator shall also determine the number of Workweeks and Pay Periods worked, as  
22 appropriate, for each Class Member, and populate the Class Notice accordingly. Within ten (10)  
23 calendar days after receipt of the Class List, the Administrator shall mail the Class Notice to each  
24 Class Member via first-class mail. For each Class Notice that is returned as undeliverable before  
25 the Response Deadline, the Administrator shall promptly attempt to determine a correct address  
26 using its best efforts and shall resend the notice to any new address determined thereby. Class  
27 Members who are sent a re-mailed Notice shall have their Response Deadline extended by ten (10)  
28 calendar days beyond the original Response Deadline (“Extended Response Deadline”).

1 Compliance with the procedures described herein above shall constitute due and sufficient notice to  
2 Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else  
3 shall be required of or done by the Parties, Class Counsel, or Defense Counsel to provide notice of  
4 the Settlement.

5 81. Procedures for Challenges.

6 A Class Member may, before the Response Deadline, dispute the amount of his or her  
7 Individual Settlement Share, and the data used to calculate it, by timely sending a written notice to  
8 the Administrator informing the Administrator of the nature of the dispute and providing any records  
9 or documentation supporting their position. In response to such a challenge, Defendant will first  
10 verify the accuracy of the information contained in its records. Next, Class Counsel and Defense  
11 Counsel will make a good faith effort to resolve the dispute informally. If Class Counsel and  
12 Defense Counsel are unable to agree, the dispute shall be resolved by the Administrator after  
13 examination of the records provided by the Class Member and Defendant. The Administrator's  
14 determination will be bind the Parties, unless the Court reviews and modifies the Administrator's  
15 determination. Accordingly, the Court retains authority to review and modify any decision by the  
16 Administrator, and the Court's decision will be final and binding.

17 If, before the Response Deadline, an individual not previously identified in the Class List  
18 asserts his or her membership in the Class and seeks recovery under the Settlement, the  
19 Administrator shall provide Class Counsel and Defense Counsel with the evidence submitted by the  
20 individual. To be eligible for recovery under this Settlement, individuals must provide sufficient  
21 proof to the Administrator supporting his or her request for inclusion, including specific evidence  
22 establishing that he or she qualifies as a Class Member as defined herein. If Class Counsel and  
23 Defense Counsel agree an individual is not a Class Member, the Administrator will inform the  
24 individual that their request for inclusion has been rejected. If Class Counsel and Defense Counsel  
25 are unable to agree, the dispute shall be resolved by the Administrator after examination of the  
26 records provided by the Class Member and Defendant. The Administrator's determination will bind  
27 the Parties, unless the Court reviews and modifies the Administrator's determination. Accordingly,  
28 the Court retains authority to review and modify any decision by the Administrator, and the Court's

1 decision will be final and binding.

2 82. Dispute Resolution.

3 The Administrator shall have the initial responsibility for resolving any disputes that arise  
4 during the administration of the Settlement including, without limitation, disputes regarding whether  
5 a Class Member is entitled to a Settlement Share and, if so, the amount thereof. In resolving such  
6 disputes, Defendant's employment records shall be presumed accurate and correct, and shall be final  
7 and binding unless the information submitted by the individual (e.g., time records, wage statements,  
8 employment records, etc.) proves otherwise. In the event that the Administrator cannot resolve a  
9 dispute based upon a review of Defendant's records, the Administrator will schedule a call with  
10 Class Counsel and Defense Counsel to discuss and resolve the dispute. After such call, the  
11 Administrator will resolve the dispute and such determination will be final and binding on the Class  
12 Member. However, the Court retains the authority to review and modify any decision by the  
13 Administrator, and the Court's decision will be final and binding.

14 **F. EXCLUSIONS, OBJECTIONS AND BINDING EFFECT OF SETTLEMENT**

15 83. Right of Class Members to Opt-Out of Settlement.

16 The Class Notice will advise each Class Member of their right exclude themselves or opt-  
17 out of the Settlement. To be effective, requests for exclusion must (a) be submitted in writing to the  
18 Administrator, postmarked before the Response Deadline, (b) contain the individual's first and last  
19 name, current home (or mailing address), and the last four digits of his or her Social Security  
20 number, and (c) include written affirmation of his or her desire to exclude themselves containing  
21 the following or substantially similar language:

22 "I elect to opt-out of the *Jeanne Boudreau v. Adobe Inc., et. al.*, San  
23 Francisco County Superior Court Case No. CGC-23-611128, class  
24 action settlement. I understand that by doing so, I will not be able to  
participate in the settlement, and will not receive a share of the  
settlement."

25 The Administrator shall email copies of any Opt-Outs received to all counsel within 48 hours  
26 of its receipt of same. The Class Notice shall include the specific address to which requests for  
27 exclusion must be mailed as well as a summary of the foregoing. Any Class Member who timely  
28 requests exclusion from this Settlement shall not have any rights under the Class Settlement, shall

1 not be entitled to receive a Settlement Share, shall not be bound by the Class Settlement or the Order  
2 of Final Approval as it pertains to the Class Settlement, and shall not have the right to file an  
3 objection to the Settlement. A Class Member who timely submits a valid Request for Exclusion  
4 will not participate in, or be bound by, the Settlement or the Judgment regarding the Released Class  
5 Claims and will not receive any payment pursuant to the Class Settlement. However, he or she may  
6 still receive a payment from the portion of the PAGA Payment to the PAGA Group if the Class  
7 Member is a PAGA Group Member. If the Class Member validly opts-out of the Class Settlement  
8 and will not be bound by the terms of the Class Settlement, he or she will still participate in the  
9 release of the Released PAGA Claims if he or she is a PAGA Group Member, and will not have any  
10 right to object, appeal, or comment thereon.

11 84. Right of Class Members to Object to Settlement.

12 The Class Notice will advise each Class Member of their right to object to the Settlement.  
13 To be effective, written Notices of Objection must (a) be mailed to the Administrator, postmarked  
14 before the Response Deadline, (b) clearly identify the case name and number, (c) contain the  
15 objector's full name, current home (or mailing address), and the last four digits of his or her Social  
16 Security number, (d) clearly and concisely state all grounds for the objection, (e) indicate whether  
17 the objector is represented by counsel and, if so, identify such counsel, (f) indicate whether the  
18 objector and/or his or her counsel intend to appear at the Final Approval Hearing, and (g) be signed  
19 by the objector or his or her counsel. Regardless of whether a Class Member submits a written  
20 Notice of Objection, the Class Member may appear at the Final Approval Hearing and raise an oral  
21 objection to the Settlement.

22 The Class Notice will include the specific address to which Notices of Objection must be  
23 mailed as well as a summary of the foregoing. Any Class Member whose Notice of Objection is  
24 overruled will be deemed to be a Participating Class Member and subject to the terms of this  
25 Settlement and the Court's Order of Final Approval.

26 85. Binding Effect on Participating Class Members.

27 All Participating Class Members will bound by the terms and conditions of this Settlement,  
28 the Court's Order of Final Approval, and the releases set forth herein.

1 **G. RELEASES**

2 86. Released Class Claims.

3 As of the Effective Date and the date the QSF is funded, each Participating Class Member,  
4 and without the need to manually sign a release document, in exchange for the consideration recited  
5 in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current,  
6 former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does  
7 hereby fully and finally release the Released Parties from the Released Class Claims (defined  
8 below), which accrued during the Class Period. The Released Class Claims include:

9 (a) All causes of action and claims that were alleged in the Operative Complaint  
10 or reasonably could have been alleged based on the facts and legal theories contained in the  
11 Operative Complaint, including, but not limited to, all of the following claims for relief based on  
12 Defendant's alleged: Failure to Pay Minimum Wages (Labor Code §§ 204, 1194, 1194.2, 1197),  
13 Failure to Pay Overtime Compensation (Labor Code §§ 510, 1194, 1198), Failure to Provide Meal  
14 Breaks and Pay Premiums in Lieu Thereof (Labor Code §§ 226.7, 512), Failure to Authorize and  
15 Permit Rest Breaks and Pay Premiums in Lieu Thereof (Labor Code § 226.7), Failure to Timely Pay  
16 Wages (Labor Code § 204), Failure to Indemnify Necessary Business Expenses (Labor Code §  
17 2802), Failure to Timely Pay Final Wages at Termination (Labor Code §§ 201-203), Failure to  
18 Provide Accurate Itemized Wage Statements (Labor Code § 226), Unfair Business Practices (Bus.  
19 Prof. Code § 17200 et seq.), claims for restitution and other equitable relief, liquidated damages,  
20 civil penalties, statutory penalties, punitive damages, waiting time penalties, and interest. ("Released  
21 Class Claims").

22 (b) Participating Class Members who are employed by Defendant and who  
23 participate in the settlement and receive a payment thereunder shall, by virtue of the same, release  
24 any Labor Code section 203 claims for failure to pay wages due and owing at the end of employment  
25 based exclusively upon the Released Class Claims.

26 87. Released PAGA Claims.

27 As of the Effective Date and the date the QSF is funded, each PAGA Group Member, and  
28 without the need to manually sign a release document, in exchange for the consideration recited in

this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Released Parties from the Released PAGA Claims (defined below), which accrued during the PAGA Period. The Released PAGA Claims include: any and all claims, demands, rights, liabilities, and causes of action that were or reasonably could have been asserted in the Operative Complaint based on the facts alleged in the Operative Complaint, the PAGA Letter, and the Amended PAGA Letter, against the Released Parties for civil penalties pursuant to PAGA that were alleged or reasonably could have been alleged under the Labor Code, state or local wage and hour laws and Wage Orders, whether known or unknown, based on the facts and legal theories contained in the Action, including but not limited to (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide meal periods or compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu thereof; (e) failure to pay wages timely at time of termination or resignation; (f) failure to reimburse necessary business expenses; (g) failure to provide complete, accurate wage statements; (h) failure to timely pay all wages that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint, the PAGA Letter, or the Amended PAGA Letter, with regard to civil penalties under PAGA (the “Released PAGA Claims”). A PAGA Group Members cannot opt out of, or object to, the foregoing Released PAGA Claims.

88. Plaintiff’s General Release and Civil Code Section 1542 Release.

As of the Effective Date and the date the QSF is funded, in exchange for the consideration set forth in this Settlement Agreement, Plaintiff shall release all claims against Released Parties, including all claims alleged in the Operative Complaint, and be bound by a Civil Code Section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law. This specifically excludes claims for unemployment insurance, disability, Social Security, and workers’ compensation (except for claims pursuant to California Labor Code Sections 132a and 4553). Section 1542 of the Civil Code provides:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
2 THAT THE CREDITOR OR RELEASING PARTY DOES NOT  
3 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
4 THE TIME OF EXECUTING THE RELEASE THAT, IF KNOWN  
5 BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED  
6 HIS OR HER SETTLEMENT WITH THE DEBTOR OR  
7 RELEASED PARTY.

8 Plaintiff hereby acknowledges that she may hereafter discover claims or facts in addition to  
9 or different from those which Plaintiff now knows or believes to exist with respect to the subject  
10 matter of this General Release and which, if known or suspected at the time of executing this General  
11 Release, may have materially affected this Settlement. Nonetheless, Plaintiff hereby waives any  
12 right, claim or cause of action that might arise as a result of such different or additional claims or  
13 facts. Plaintiff acknowledges that she understands the significance and consequence of such release  
14 and such specific waiver of Section 1542.

15 89. No Publicity.

16 The Parties and their counsel agree that they will not issue any press releases, initiate any  
17 contact with the press, respond to any press inquiry or have any communications with the press  
18 about the facts, amount or terms of the Settlement. Plaintiff and Class Counsel further agree to keep  
19 the terms of the Settlement confidential prior to filing the Motion for Preliminary Approval.

20 90. No Admission of Liability.

21 Defendant denies that it has engaged in any unlawful activity, has failed to comply with the  
22 law in any respect, or has any liability to anyone under the claims asserted in the Action. This  
23 Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing  
24 in this Settlement is intended or will be construed as an admission of liability or wrongdoing by  
25 Defendant, an admission by Plaintiff that any of her claims were non-meritorious, or any defense  
26 asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant  
27 were willing to settle the Action will have no bearing on, and will not be admissible in connection  
28 with, any litigation (other than solely in connection with the Settlement).

**H. FINAL SETTLEMENT APPROVAL**

91. A Final Approval Hearing shall be held for the purpose of considering, inter alia, (a)

1 the fairness, adequacy, and reasonableness of the Settlement, (b) the Enhancement Payment to  
2 Plaintiff, (c) the fees and costs of Class Counsel, and (d) the propriety of any timely objections as  
3 well as Class Counsel and Defense Counsel's response thereto. The date of the Final Approval  
4 Hearing shall be set by the Court, and notice of such shall be provided to Class Members in the  
5 Class Notice. Although the Court may continue the Final Approval Hearing without further notice  
6 to the Class Members, the Administrator's website will be updated to provide this information.  
7 Upon final approval of the Settlement, the Parties will respectfully request the Court enter an Order  
8 of Final Approval:

- 9 (a) Approving the Settlement, adjudging the terms thereof to be fair,  
10 reasonable, and adequate, and directing consummation of its terms and provisions;  
11 (b) Approving payment to the Administrator;  
12 (c) Approving the Enhancement Payment to the Plaintiff for her service as  
13 Class Representative;  
14 (d) Approving Class Counsel's application for fees and costs;  
15 (e) Permanently enjoining and restraining Participating Class Members from  
16 and against initiating or pursuing against Defendant any individual, representative, or class claims  
17 released by this Settlement;  
18 (f) Entering judgment in this Action consistent with the terms of this  
19 Settlement ("Judgment"); and  
20 (g) Retaining jurisdiction to the extent necessary over the subject matter of the  
21 Action and over the Parties and Class Members to enforce the terms of the Settlement.

22 92. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.

23 If, after a notice of appeal, a petition for review, or a petition for certiorari, or any other  
24 motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the  
25 Judgment such that there is a material modification to the Settlement, and that court's decision is  
26 not completely reversed and the Judgment is not fully affirmed on review by a higher court, then  
27 either Party will have the right to void the Settlement, which the Party must do by giving written  
28 notice to the other Parties, the reviewing court, and the Court, not later than fourteen (14) days after

1 the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes  
2 final. For the purposes of this paragraph, a "material change" is a change to the terms outlined in  
3 this Settlement. A vacation, reversal, or modification of the Court's award of the Enhancement  
4 Payment, or the Class Counsel's Attorney's Fees and Costs, or the Court's requirement that  
5 Defendant pay Employer Taxes in addition to the Gross Settlement Amount, will not constitute a  
6 vacation, reversal, or material modification of the Judgment within the meaning of this paragraph.

7 **I. TERMINATION OF THE SETTLEMENT**

8 93. Grounds for Termination of Settlement.

9 If the Court ultimately does not grant final approval of the Settlement or grants final approval  
10 conditioned on any material change to the Settlement that is not agreed to by one of the Parties, then  
11 either Party will have the right to void the Settlement. If the Settlement is voided in this manner,  
12 the Parties will have no further obligations under the Settlement, including any obligation by  
13 Defendant to pay any amounts that otherwise would have been payable under this Settlement, except  
14 that the voiding Party will pay the Administrator's reasonable fees and expenses incurred as of the  
15 date that the Party exercises the right to void the Settlement under this paragraph. For the purposes  
16 of this paragraph, a "material change" is a change to the terms outlined in this Settlement. However,  
17 an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the  
18 Enhancement Payment, and/or Class Counsel's Attorney's Fees and Costs, or the Court requiring  
19 Defendant to pay Employer Taxes in addition to the Gross Settlement Amount, will not constitute a  
20 material change to the Settlement within the meaning of this paragraph.

21 94. Defendant's Right to Terminate the Settlement.

22 Notwithstanding any other provision in this Settlement, if 10% or more of the Class  
23 Members opt-out of the Settlement, Defendant shall have the right, in its sole discretion, to rescind,  
24 nullify, and terminate the Settlement within 15 calendar days after the expiration of the Response  
25 Deadline. The Administrator shall notify Defense Counsel and Class Counsel via email  
26 immediately, and no later than three calendar days after expiration of the Response Deadline, if the  
27 10% threshold for opt-outs is exceeded. Defense Counsel will confer with Class Counsel before  
28 exercising Defendant's right to terminate the Settlement. If Defendant exercises this right, however,

it shall be responsible for the reasonable fees and costs of the Administrator to that point.

**J. MISCELLANEOUS TERMS**

95. Mutual Cooperation.

The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing and amending such documents and taking such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Neither party, nor their counsel, employees, or agents, shall solicit or encourage any Class Member to exclude themselves from the Settlement, object to the Settlement, or decline to opt into the Settlement.

In the event this Settlement is not approved by the Court, the Parties agree to attend mediation with Eve Wagner, Esq. in an effort to reach a settlement figure/structure approved by the Court.

96. Modification.

This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties, and approved by the Court, provided however that changes solely to the timing and deadlines herein may be made for administrative convenience by written agreement of counsel for all Parties without the Court's approval. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto and approved by the Court.

97. Integration Clause.

This Settlement Agreement contains the entire agreement between the Parties relating to the settlement of the Action and the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. In entering into this Settlement Agreement, none of the Parties has relied on any representation or promise not expressly set forth in this Settlement Agreement. No rights hereunder may be waived except in writing.

98. Class Counsel Signatures.

It is agreed that because of the anticipated large number of Participating Class Members, it will be impossible or impractical to have each Participating Class Member execute this Settlement Agreement. As such, Class Counsel is signing on behalf of the Participating Class Members. In addition, the Class Notice will advise Class Members of the binding nature of the Settlement, and their right to Opt-Out and/or object, and shall have the same force and effect as if it were executed individually by each Participating Class Member.

99. Interim Stay of Proceedings.

Pending the completion of the approval process, the Parties agree to a stay of all proceedings in the Action except those necessary to implement the Settlement itself.

100. Notices.

Any notices, requests, demands, or other communications required or necessitated by this Settlement Agreement shall be in writing and, except as provided elsewhere in this Settlement Agreement, shall be delivered as follows:

To Plaintiffs and Class Counsel:

Jonathan M. Genish  
jgenish@blackstonepc.com  
Barbara DuVan-Clarke  
BDC@blackstonepc.com  
Annabel Blanchard  
ablanchard@blackstonepc.com  
Alexandra Rose  
arose@blackstonepc.com  
**BLACKSTONE LAW, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Scott Brink  
SBrink@JMBM.com  
Taylor Burras  
TBurras@JMBM.com  
**Jeffer Mangels Butler & Mitchell LLP**  
1900 Avenue of the Stars, 7th Floor  
Los Angeles, California 90067  
Tel: (310) 203-8080

101. Choice of Law.

This Settlement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California.

102. Construction.

This Settlement Agreement is entered into freely and voluntarily without duress or undue pressure or influence of any kind or nature whatsoever and neither Party has relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Settlement Agreement. Each Party has been represented by counsel in the settlement negotiations leading up to, and in connection with the preparation and execution of, this Settlement Agreement. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one Party or another. All Parties waive the provisions of California Civil Code section 1654 (and any other equivalent state, federal, or local provision), which provides, in part, that “the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.”

103. Captions.

The captions and paragraph numbers in this Settlement Agreement are inserted for the reader’s convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

104. Continuing Jurisdiction.

After entry of the judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

105. Execution in Counterparts.

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signature to

1 this Settlement Agreement transmitted by facsimile or electronic mail and any copies of any  
2 signatures are valid and binding.

3 106. Authority.

4 The individuals signing this Settlement Agreement represent and warrant that they are  
5 authorized to do so. Those individuals likewise represent and warrant that they have the authority  
6 to execute this Settlement Agreement and to take all appropriate action required and permitted to be  
7 taken by this Settlement Agreement, except such action that is the prerogative of the Court.

8 107. Plaintiff's Cooperation.

9 Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement  
10 Agreement, is hereby bound by the terms herein and agrees to fully cooperate to implement the  
11 Settlement.

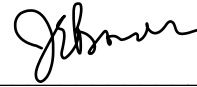
12 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this  
13 Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

14 **IT IS SO AGREED.**

15  
16  
17 [Signatures on following page]  
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**PLAINTIFF JEANNE BOUDREAU**

Dated: 12/15/2025



\_\_\_\_\_  
Jeanne Boudreau

**DEFENDANT INTELLISWIFT SOFTWARE, LLC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
On behalf of Intelliswift Software, LLC

**APPROVED AS TO FORM ONLY:**

**BLACKSTONE LAW, APC**

Dated: 12/15/2025

Annabel Blanchard  
Jonathan M. Genish  
Barbara DuVan-Clarke  
Annabel Blanchard  
*Attorneys for Plaintiff Jeanne Boudreau  
and Proposed Class Counsel*

**JEFFERS MANGELS BUTLER &  
MITCHELL LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
R. Scott Brink  
Taylor N. Burras  
*Attorneys for Defendant Intelliswift  
Software, LLC*

## **EXHIBIT 2**

**JEFFER MANGELS BUTLER & MITCHELL LLP**

R. SCOTT BRINK (Bar No. 138644)

*rsb@jmbm.com*

TAYLOR N. BURRAS (Bar No. 279744)

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Telephone: (310) 203-8080

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8383 Wilshire Boulevard, Suite 745

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Telephone: (310) 622-4278

Fax: (855) 786-6356

Attorneys for Plaintiff  
JEANNE BOUDREAU

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

JEANNE BOUDREAU, individually and on  
behalf of others similarly situated,

Plaintiff,

\_\_\_\_\_. vs.

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

Defendants.

Case No. CGC-23-611128

**AMENDED JOINT STIPULATION OF  
SETTLEMENT**

Assigned to Hon. Jeffrey S. Ross,  
Department 61306

Action Filed: December 15, 2023  
Trial Date: None set

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**TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

This Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Jeanne Boudreau (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Intelliswift Software LLC (“Defendant”) (together, Plaintiff and Defendant Intelliswift Software LLC are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiff, Class Members (as defined herein), the State of California as to the employment of PAGA Group Members (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

Pursuant to Paragraph 95 of the Joint Stipulation of Settlement which was executed on August 7, 2025 (“Original Agreement”), the Original Agreement is hereby replaced and supplanted in its entirety by this instrument.

~~This Settlement Agreement shall be binding on Plaintiff, Class Members (as defined herein), the State of California as to the employment of PAGA Group Members (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.~~

**B.A. RECITALS**

1. On November 28, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Adobe Inc., and Adobe Systems Incorporated (“PAGA Letter”). The PAGA Letter was mailed to two dismissed defendants in the Action: Adobe Inc., and Adobe Systems Incorporated. On August 12, 2025, Plaintiff provided amended written notice to the LWDA by online submission, of the specific provisions of the California Labor Code alleged to have been violated by Defendant, Adobe Inc., and Adobe Systems Incorporated (“Amended PAGA Letter”). The Amended PAGA Letter was served on Defendant, via U.S. Mail directed to Defendant’s counsel.

2. On December 15, 2023, Plaintiff filed a Class Action Complaint for Damages (“Class Action Complaint”) in the action entitled *Jeanne Boudreau v. Adobe Inc., et. al.*, San Francisco

County Superior Court Case No. CGC-23-611128, thereby commencing a putative class action against Adobe Inc. and Adobe Systems Incorporated (“Class Action”).

3. On February 2, 2024, Plaintiff filed a Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* (“PAGA Complaint”) in the action entitled *Jeanne Boudreau v. Adobe Inc, et. al.*, San Francisco County Superior Court Case No. CGC-24-612098, thereby commencing a putative representative PAGA action against Adobe Inc. and Adobe Systems Incorporated (“PAGA Action”). The PAGA Complaint alleges a single cause of action for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the California Labor Code violations alleged in the PAGA Letter.

4. On November 7, 2024, Plaintiff filed a First Amended Class Action Complaint (“FAC”) in the Class Action. The FAC added Defendant Intelliswift Software, LLC as a named Defendant and alleged nine (9) causes of action for violations of the California Labor Code for: (1) unpaid minimum wages, (2) unpaid overtime, (3) failure to provide compliant meal periods and premium payments in lieu thereof, (4) failure to provide compliant rest periods and premiums payments in lieu thereof, (5) failure to timely pay wages during employment, (6) failure to provide compliant wage statements, (7) failure to timely pay wages upon termination, (8) failure to reimburse necessary business expenses, and, (9) for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations.

5. On November 12, 2024, the originally named defendants Adobe Inc. and Adobe Systems Incorporated were dismissed without prejudice from the Class Action.

6. As of the Parties’ execution of this Agreement, the PAGA Action has not been amended or dismissed. The Parties agree that, as part of this Settlement, they will take all necessary steps to ensure that Plaintiff has satisfied her administrative remedies with respect to her PAGA claims against Defendant.

6.7. On September 11, 2025, ~~and will~~ Plaintiff requested leave of the Court ~~to stipulate for~~ Plaintiff to file a ~~Second~~ Amended Complaint in the Class Action, ~~approved by Plaintiff and Defendant, which~~ that effectively consolidates the PAGA Action into the Class Action for purposes

1 of settlement and Court approval, and which would be the Operative Complaint in the Action  
2 (“Operative Complaint” or “SAC”). After the filing of the Operative Complaint, Plaintiff intends  
3 ~~and~~ to dismiss the PAGA Action without prejudice.

4 ~~7.8.~~ 8. The PAGA Letter, the Amended PAGA Letter, the Class Action, and the PAGA  
5 Action shall collectively be referred to herein as the “Action.” The Operative Complaint ~~planned~~  
6 ~~amended Class Action~~, which shall effectively consolidate the PAGA Action into the Class Action  
7 for purposes of settlement and Court approval, is explicitly incorporated into the definition of  
8 “Action.”

9 ~~8.9.~~ 9. Defendant denied and continues to deny all material allegations set forth in the  
10 Action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding  
11 further litigation, Defendant desires to fully and finally settle the Action, Released Class Claims (as  
12 defined herein), and Released PAGA Claims (as defined herein).

13 ~~9.10.~~ 10. Class Counsel diligently investigated the class and PAGA claims against Defendant,  
14 including any and all applicable defenses and the applicable law. The investigation included, *inter*  
15 *alia*, the exchange of information, data, and documents, and review of corporate policies and  
16 practices. The Parties have engaged in sufficient informal discovery and investigation to assess the  
17 relative merits of the claims and contentions of the Parties.

18 ~~10.11.~~ 11. On December 30, 2024, the Parties participated in mediation with Eve Wagner (the  
19 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the  
20 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’  
21 settlement discussions were conducted at arms’ length, and the Settlement is the result of an  
22 informed and detailed analysis of Defendant’s potential liability and the Parties’ respective exposure  
23 in relation to the costs and risks associated with continued litigation. Based on Class Counsel’s  
24 investigation and evaluation, Class Counsel believes that the settlement with Defendant for the  
25 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and  
26 adequate and is in the best interest of the Class Members, State of California, and PAGA Employees  
27 in light of all known facts and circumstances, including the risk of significant delay and uncertainty  
28 associated with litigation and various defenses asserted by Defendant.

1 ~~11~~12. The Parties expressly acknowledge that this Settlement Agreement is entered into  
2 solely for the purpose of compromising significantly disputed claims. By entering into this  
3 Settlement, Defendant admits no liability, and explicitly denies liability or wrongdoing of any kind  
4 arising from the claims alleged in the Action. This Settlement shall not constitute an admission by  
5 Defendant as to any interpretation of laws or as to the merits, validity, or accuracy of any of the  
6 claims made against it in the Action, or that the claims alleged are suitable for class-wide or  
7 collective treatment. If for any reason this Settlement Agreement is not approved, it will be of no  
8 force or effect, and the Parties shall be returned to their original respective positions.

9 ~~C~~B. **DEFINITIONS**

10 ~~12~~13. “Action” refers jointly to the PAGA Letter, the Class Action, and the PAGA Action,  
11 and explicitly incorporates the Operative Complaint~~planned amended Class Action~~, which shall  
12 effectively consolidate the PAGA Action into the Class Action for purposes of settlement and Court  
13 approval.

14 ~~13~~14. “Administrator” means Apex Class Actions, LLC, the neutral entity the Parties have  
15 agreed to appoint to administer the Settlement.

16 ~~14~~15. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class  
17 Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to  
18 be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 65.

19 ~~15~~16. “Class Action” means the Plaintiffs’ lawsuit alleging wage and hour violations  
20 against Defendants captioned *Jeanne Boudreau v. Adobe Inc., et. al.*, Case No. CGC-23-611128,  
21 initiated on December 15, 2023, and pending in Superior Court of the State of California, County  
22 of San Francisco, and any amendments thereto.

23 ~~16~~17. “Class” or “Class Member(s)” means all non-exempt, hourly-paid individuals who  
24 worked for Defendant within the State of California and were assigned to Defendant’s client, Adobe,  
25 Inc., at any time during the Class Period.

26 ~~17~~18. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle  
27 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be  
28 appointed counsel for the Class.

1 ~~18,19.~~ “Class List” refers to the list of Class Member information to be provided to the  
2 Administrator by Defendant in accordance with ~~Paragraph 78 herein~~ this Settlement Agreement.

3 ~~19,20.~~ “Class Notice” refers to the class notice, substantially in the form attached hereto as  
4 Exhibit A, as it may be modified by agreement of the Parties or upon order of the Court, which will  
5 be sent to the Class Members.

6 ~~20,21.~~ “Class Period” means the period from December 15, 2019, through December 31,  
7 2024.

8 ~~21,22.~~ “Class Representative” refers to Plaintiff Jeanne Boudreau.

9 ~~22,23.~~ “Class Settlement” means the settlement and resolution of all Released Class Claims.

10 ~~23,24.~~ “Court” means the Superior Court of the State of California for the County of San  
11 Francisco.

12 ~~24,25.~~ “Defendant” means Intelliswift Software LLC.

13 ~~25,26.~~ “Defense Counsel” refers to R. Scott Brink and, Taylor N. Burras, ~~and Raef J. Cogan~~  
14 of Jeffer Mangels Butler & Mitchell LLP.

15 ~~26,27.~~ “Effective Date” means the day that is the later of the following: (i) if no timely  
16 objections are filed or if all objections are withdrawn, the date upon which the Court enters the Final  
17 Approval Order; (ii) if an objection is filed and not withdrawn, the date for filing an appeal and no  
18 such appeal being filed; and (iii) if any timely appeal is filed, the date of the resolution (or  
19 withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

20 ~~27,28.~~ “Employee Taxes” shall mean the employee’s share of any and all applicable federal,  
21 state or local payroll taxes and withholdings including, but not limited to those collected under  
22 authority of the Federal Insurance Contributions Act (“FICA”), FUTA and/or SUTA on the portion  
23 of any Participating Class Member’s Settlement Share that constitutes wages. The Employee Taxes  
24 will be withheld from and paid out of the Gross Settlement Amount.

25 ~~28,29.~~ “Employer Taxes” shall mean and refer to Defendant’s share of corporate federal,  
26 state and/or local payroll taxes that is owed on the portion of any Participating Class Member’s  
27 Settlement Share that constitutes wages. The Employer Taxes will be withheld from and paid out  
28 of the Gross Settlement Amount. If the Court does not approve payment of Employer Taxes from

1 the Gross Settlement Amount, Defendant will pay the Employer Taxes separately from and in  
2 addition to the Gross Settlement Amount.

3 ~~29,30.~~ 30,31. “Enhancement Payment” means the amount to be paid to Class Representative, in  
4 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA  
5 Group Members, and general release of claims, as set forth ~~in Paragraph 66~~ hereinbelow.

6 ~~30,31.~~ 31,32. “Final Approval Hearing” means the hearing at which the Court will consider and  
7 determine, *inter alia*, (1) the fairness, adequacy, and reasonableness of the Settlement, (2) the  
8 Enhancement Payment to Plaintiff, and (3) the fees and costs of Class Counsel.

9 ~~31,32.~~ 32,33. “Final Approval Order” or “Order of Final Approval” refers to the order of the Court  
10 granting final approval of this Settlement and entering a judgment approving this Settlement on  
11 substantially the same terms provided herein or as may be modified by subsequent agreement of the  
12 Parties.

13 ~~32,33.~~ 33,34. “Gross Settlement Amount” means the amount of Three Hundred Ninety-Five  
14 Thousand Dollars and Zero Cents (\$395,000.00) to be paid by Defendant in full satisfaction of the  
15 Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees  
16 and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, Employee  
17 Taxes, Employer Taxes, and Net Settlement Amount to be paid to the Participating Class Members.  
18 Employer Taxes are included in the Gross Settlement Amount and shall be paid from the Gross  
19 Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross  
20 Settlement Amount will return to Defendant. The Gross Settlement Amount is subject to increase,  
21 as provided in hereinbelow ~~Paragraph 69~~.

22 ~~33,34.~~ 34,35. “Individual PAGA Payment” means the *pro rata* share of the PAGA Group Payment  
23 that a PAGA Group Member may be eligible to receive under the PAGA Settlement, to be calculated  
24 in accordance with the terms of this Agreement ~~Paragraph 71~~.

25 ~~34,35.~~ 35,36. “Individual Settlement Payment” means the net payment of each Participating Class  
26 Member’s Individual Settlement Share, after reduction for the employer’s and employee’s share of  
27 taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as  
28 provided hereinbelow ~~in Paragraph 35~~.

1 ~~35.36.~~ “Individual Settlement Share” means the *pro rata* share of the Net Settlement  
2 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated  
3 in accordance with [this Agreement](#)~~Paragraph 69.~~

4 ~~36.37.~~ “Individual Workweeks” shall mean the number of Workweeks for an individual  
5 Class Member.

6 ~~37.38.~~ “LWDA Payment” shall mean the payment to the California Labor and Workforce  
7 Development Agency (“LWDA”) constituting seventy-five percent (75%) of the PAGA Amount.  
8 Specifically, Fifteen Thousand Dollars (\$15,000.00), which shall constitute the LWDA’s 75% share  
9 of \$20,000.00 in civil penalties paid in exchange for the release of PAGA claims under this  
10 Settlement. The remaining Five Thousand Dollars \$5,000.00 of the PAGA Amount shall be  
11 distributed on a *pro rata* basis based upon the number of pay periods worked by each PAGA Group  
12 Member (“PAGA Group Payment”).

13 ~~38.39.~~ “Net Settlement Amount” means the portion of the Gross Settlement Amount that is  
14 available for distribution to Class Members, which is the Gross Settlement Amount less: (a) the fees  
15 and costs of the Administrator; (b) the PAGA Amount; (c) the Enhancement Payment of Plaintiff;  
16 (d) Class Counsel’s Fees and Costs; and (e) Employer Taxes and Employee Taxes.

17 ~~39.40.~~ “Notice of Objection” means a Class Member’s written objection to the Settlement,  
18 which must: (a) contain the case name and number of the Class Action; (b) contain the objector’s  
19 full name, signature, address, telephone number, and the last four (4) digits of the objector’s Social  
20 Security number; (c) contain a written statement of all grounds for the objection accompanied by  
21 any legal support for such objection; (d) contain copies of any papers, briefs, or other documents  
22 upon which the objection is based; and (e) be returned by mail to the Administrator at the specified  
23 address, postmarked on or before the Response Deadline.

24 ~~40.41.~~ “Order of Preliminary Approval” or “Preliminary Approval Order” refers to the order  
25 of the Court granting preliminary approval of this Settlement.

26 ~~41.42.~~ “PAGA Amount” means the allocation of Twenty Thousand Dollars and Zero Cents  
27 (\$20,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent  
28 (75%) of the PAGA Amount, or \$15,000.00, will be paid to the LWDA (i.e., the LWDA Payment)

1 and the remaining twenty-five percent (25%), or \$5,000.00, will be distributed to the PAGA Group  
 2 (i.e., the PAGA Group Payment).

3 ~~42,43.~~ The “PAGA Group” shall mean all non-exempt, hourly-paid individuals who worked  
 4 for Defendant within the State of California and were assigned to Defendant’s client, Adobe, Inc. ~~all~~  
 5 ~~persons who worked for Defendant within the State of California and were assigned to Defendant’s~~  
 6 ~~client, Adobe, Inc.~~, at any time during the PAGA Period.

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7 ~~43,44.~~ “PAGA Group Member” shall mean an individual who is a member of the PAGA  
 8 Group (or if any such person is incompetent, deceased, or unavailable due to military service, the  
 9 person’s legal representative or successor in interest evidenced by reasonable verification).

10 ~~44,45.~~ “PAGA Group Payment” means the 25% portion of the PAGA Amount that is to be  
 11 paid on a *pro rata* basis as Individual PAGA Payments to PAGA Group Members under the PAGA  
 12 Settlement, each Individual PAGA Payment to be calculated in accordance with this  
 13 Agreement ~~Paragraph 71.~~

14 ~~45,46.~~ “PAGA Period” means the period from November 28, 2022, through December 31,  
 15 2024.

16 ~~46,47.~~ “PAGA Settlement” means the settlement and resolution of the PAGA Action and  
 17 all Released PAGA Claims.

18 ~~47,48.~~ “Participating Class Members” refers to all Class Members who choose to participate  
 19 in this Settlement and who do not timely and validly exclude themselves from the Settlement in  
 20 accordance with the procedures set forth herein.

21 ~~48,49.~~ “Parties” refers to Plaintiff and Defendant.

22 ~~49,50.~~ “Pay Period” shall mean any pay period for which a Class Member actually received  
 23 payment from Defendant as an hourly-paid, non-exempt employee.

24 ~~50,51.~~ “Plaintiff” refers to Plaintiff Jeanne Boudreau.

25 ~~51,52.~~ “Qualified Settlement Fund” or “QSF” means an account that will qualify and be  
 26 characterized as a Qualified Settlement Fund under the provisions of the U.S. Treasury Regulations  
 27 1.486B-1 and 1.468B-5, to be set up as provided below, and into which the Gross Settlement Amount  
 28 is to be deposited as agreed herein, to be administered in a manner consistent with law and the terms

of this Settlement.

~~52,53.~~ 53. “Released Class Claims” refers collectively to the claims released by Participating Class Members, as appropriate, and as defined ~~hereinbelow in Paragraph 85.~~

~~53,54.~~ 54. “Released PAGA Claims” means the PAGA claims released by Plaintiff on behalf of herself and the other allegedly aggrieved employees and the LWDA, described in detail ~~below in Paragraph 86,~~ as against Defendant.

~~54,55.~~ 55. “Released Parties” means Adobe, Inc., Adobe Systems, Incorporated, Defendant and their past, present, and future, whether direct or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, and administrators.

~~55,56.~~ 56. “Response Deadline” means the final date, forty-five (45) calendar days from the initial mailing of the Class Notice by the Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open, upon which Class Members may submit a Request for Exclusion or objection to the Settlement. Class Members who are sent a re-mailed Class Notice shall have their Response Deadline extended by ten (10) calendar days beyond the original Response Deadline (“Extended Response Deadline”).

~~56,57.~~ 57. “Request for Exclusion” means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline.

~~57,58.~~ 58. “Settlement” or “Settlement Agreement” refer to this Joint Stipulation of Settlement.

~~58,59.~~ 59. “Workweek” shall mean any week in which a Class Member actually performed work for Defendant as an hourly-paid, non-exempt employee pursuant to an assignment to Defendant's client, Adobe, Inc., during the Class Period.

~~59,60.~~ 60. “Workweeks Dispute” means a letter submitted by a Class Member disputing the

number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Class Action; (b) contain the Class Member's full name, signature, address, telephone number, and the last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member/PAGA Group Member and what the Class Member/PAGA Group Member contends is the correct number; and (d) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline.

**D.C. APPLICATION FOR APPROVAL OF THE SETTLEMENT, CLASS CERTIFICATION, DISSEMINATION OF NOTICE, AND SETTING OF FINAL APPROVAL HEARING**

~~60,61.~~ Consolidation of Class Action and PAGA Action. ~~Promptly upon the full execution of this Settlement Agreement, the Parties shall file a joint stipulation for~~ On September 11, 2025, Plaintiff requested leave of the Court ~~Plaintiff~~ to file a ~~Second~~ Amended ~~Ce~~omplaint (defined herein as the Operative Complaint) in the Class Action that effectively consolidates the claims and allegations of the PAGA Action into the Class Action for the purpose of Court approval of the Settlement, ~~and~~ After the filing of the Operative Complaint, Plaintiff intends to dismiss ~~Adobe Inc. and Adobe Systems Incorporated from~~ the PAGA Action without prejudice.

~~61,62.~~ Motion for Preliminary Approval. ~~Promptly upon consolidation of the Class Action and PAGA Action, On September 11, 2025,~~ Plaintiff ~~shall~~ applied to the Court for approval of the Settlement, including an Order of Preliminary Approval that, amongst other things, (a) preliminarily approves the Settlement under the legal standards relating to the approval of class and collective action settlements; (b) preliminarily certifies the Class for settlement purposes only; (c) approves the Class Notice and authorizes dissemination of the same; (d) preliminarily approves Plaintiff as Class Representative; (e) preliminarily approves Blackstone Law, APC as Class Counsel; (f) preliminarily approves Apex Class Action, LLC to serve as Administrator; (g) grants Plaintiff leave to file the Operative Complaint; and (h) sets a Final Approval Hearing and briefing schedule. Should this Settlement not become effective for any reason, the fact that the Parties stipulated to certification of a Class herein shall have no bearing on and shall not be admissible as to the question

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1 of whether a class/collective action should be certified in a non-settlement context.

2 ~~62-63.~~ Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),  
3 Class Counsel ~~shall~~ notified the LWDA of the Settlement ~~prior to, or upon filing the motion for~~  
4 ~~preliminary approval of the Settlement~~ on August 13, 2025.

5 ~~E.D.~~ CONSIDERATION FOR THE SETTLEMENT

6 ~~63-64.~~ Gross Settlement Amount.

7 The Parties agree to settle this Action for the Gross Settlement Amount of \$395,000.00. The  
8 Gross Settlement Amount and other actions and forbearances taken by Defendant are paid in full  
9 and final settlement of: (a) the Released Class Claims; (b) the Released PAGA Claims; (c) the fees  
10 and costs of the Administrator; (d) the payment to the LWDA; (e) the Enhancement Payment to  
11 Plaintiff; and (f) Class Counsel's Fees and Costs. The Gross Settlement Amount shall be deposited  
12 into the QSF within 30 calendar days of the Effective Date.

13 ~~64-65.~~ Allocation of the Gross Settlement Amount.

14 Subject to Court approval, the Gross Settlement Amount of \$395,000.00 will be credited or  
15 allocated as follows:

- 16 (a) Up to \$7,500 for the fees and costs of the Administrator.
- 17 (b) \$15,000-~~00~~ payment to the LWDA under PAGA.
- 18 (c) \$5,000-~~00~~ for payment to the PAGA Group Members.
- 19 (d) \$10,000-~~00~~ Enhancement Payment to Plaintiff.
- 20 (e) Up to \$30,000-~~00~~ payment to Class Counsel for declared costs.
- 21 (f) Estimated \$138,250-~~00~~ payment to Class Counsel for attorneys' fees.

22 The remainder constitutes the estimated Net Settlement Amount: \$189,250.

23 ~~65-66.~~ Attorneys' Fees and Costs.

24 Defendant agrees not to oppose or impede any application or motion by Class Counsel for  
25 attorneys' fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e.,  
26 \$138,250-~~00~~ if the Gross Settlement Amount is \$395,000-~~00~~) and reimbursement of actual costs and  
27 expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not  
28 to exceed Thirty-Thousand Dollars ~~and Zero Cents~~ (\$30,000-~~00~~), both of which will be paid out of

1 the Gross Settlement Amount from the QSF. These amounts will cover any and all work performed  
2 and any and all costs incurred by Class Counsel in connection with the litigation of the Action,  
3 including without limitation all work performed and costs incurred to date, and all work to be  
4 performed and all costs to be incurred in connection with obtaining the Court's approval of this  
5 Settlement Agreement, including any objections raised and any appeals necessitated by those  
6 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this  
7 compensation for tax purposes and for paying any taxes on the amounts received. The Administrator  
8 shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of  
9 the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be  
10 reallocated to the Net Settlement Amount for the benefit of the Class Members.

11 In the event that a lesser sum is awarded for the attorneys' fees and costs referenced above,  
12 or for the Enhancement Payment referenced ~~in Paragraph 66~~ herein, the approval by the Court of  
13 any such lesser sum(s) shall not be grounds for Plaintiff and/or Class Counsel to terminate the  
14 Settlement, but such an order shall be appealable by them. In the event that such an appeal is filed,  
15 final funding and administration of the portion of the attorneys' fees and/or costs award and/or  
16 Enhancement Payment in dispute will be segregated and stayed pending the exhaustion of appellate  
17 review. If, after the exhaustion of any such appellate review, additional amounts are distributable  
18 to the Participating Class Members, the cost of administration of the payments to them will be paid  
19 out of such additional amounts and not by Defendant. Any amount not awarded in attorneys' fees,  
20 costs and Enhancement Payment shall be added to the Net Settlement Amount and distributed to the  
21 Participating Class Members in accordance with the terms of the Settlement.

22 As of the date the QSF is funded or the Effective Date, whichever is later, and except as  
23 otherwise provided by this Settlement, Class Counsel and any counsel associated with Class Counsel  
24 waive any further claims to costs and attorney's fees and expenses against Defendant or the Released  
25 Parties arising from or related to the Action, including but not limited to claims based on the Labor  
26 Code, the Code of Civil Procedure, PAGA, the Fair Labor and Standards Act, the Business and  
27 Professions Code, or any other contract, statute or law.

28 ~~66.~~ 67. Enhancement Payment.

1 Defendant agrees not to oppose or impede any application or motion by Plaintiff for an  
2 Enhancement Payment in the amount up to Ten Thousand Dollars ~~and Zero Cents (\$10,000.00)~~, in  
3 consideration for Plaintiff's efforts on behalf of the Class including, but not limited to, assisting in  
4 the investigation and consulting with Class Counsel, providing critical information and documents  
5 to Class Counsel, and participating in settlement negotiations, the mediation, and in the drafting of  
6 the Settlement Agreement. The Enhancement Payment, which will be paid from the Gross  
7 Settlement Amount, subject to Court approval, will be in addition to her Individual Settlement  
8 Payment as a Class Member and Individual PAGA Payment as a PAGA Group Member. Plaintiff  
9 shall be solely and legally responsible for correctly characterizing this compensation for tax  
10 purposes and for paying any taxes on the amounts received. The Administrator shall issue an IRS  
11 Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement  
12 Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement  
13 Amount for the benefit of the Class Members.

14 ~~67~~68. PAGA Amount.

15 Subject to approval by the Court, the Parties agree that the amount of Twenty Thousand  
16 Dollars ~~and Zero Cents (\$20,000.00)~~ shall be allocated from the Gross Settlement Amount toward  
17 penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e.,  
18 the PAGA Amount), of which seventy-five percent (75%), or \$15,000.00, will be paid to the LWDA  
19 (i.e., the LWDA Payment) and twenty-five percent (25%), or \$5,000.00, will be distributed to PAGA  
20 Group Members (i.e., the PAGA Group Payment) on a *pro rata* basis, based on the total number of  
21 Pay Periods worked by each PAGA Group Member during the PAGA Period (i.e., the Individual  
22 PAGA Payments). The Parties believe that the PAGA Amount is reasonable and sufficient under  
23 the circumstances and serves the punitive and deterrent purposes of the PAGA.

24 ~~68~~69. Administrator Costs.

25 The Administrator will be paid for the reasonable costs of administration of the Settlement  
26 and distribution of payments under the Settlement, which is currently estimated not to exceed Seven  
27 Thousand Five Hundred Dollars ~~and Zero Cents (\$7,500.00)~~. These costs will be paid out of the  
28 Gross Settlement Amount from the QSF, subject to Court approval. To the extent the actual

Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Administration Costs which are not in fact required to fulfill payment to the Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Participating Class Members.

~~69~~.70. Escalator Clause.

Defendant has represented that the Class Members worked a total of 5,250 Workweeks during the Class Period. If it is determined by the Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 5,250 by more than 10% (i.e., more than 5,775 Workweeks), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above the 10% buffer. For example, if the number of Workweeks increases by 11%, then the Gross Settlement Amount will increase by 1%.

~~70~~.71. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

(a) After Preliminary Approval, the Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive.

(b) After Final Approval, the Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks by the Final Workweek Value to yield each Participating Class Member's final Individual Settlement Share.

~~71~~.72. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Group Payment based on the PAGA Group Member's number of Pay Periods, as follows: The Administrator will divide the PAGA Group Payment, i.e.,

25% of the PAGA Amount, by the Pay Periods of all PAGA Group Members to yield the “Pay Period Value,” and multiply each PAGA Group Member’s individual Pay Periods by the Pay Period Value to yield each PAGA Group Member’s Individual PAGA Payment.

~~72.~~73. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments.

For the purpose of taxes and required withholdings, the Parties agree that (i) Payments to Class Members shall be considered 15% wages (for which an IRS Form W-2 shall be issued) and 85% interest and penalties (for which an IRS Form 1099 shall be issued); and (iii) Payments to PAGA Group Members shall be considered 100% penalties (for which an IRS Form 1099 with be issued).

Prior to the mailing of the Class Notice and again prior to the distribution of Settlement Shares, the Administrator shall calculate the total taxes and withholdings required as a result of the wage portion of the Individual Settlement Share and such actual amount will be deducted therefrom. The Parties understand that Participating Class Members who receive Individual Settlement Shares under this Settlement shall be solely responsible for any and all individual tax obligations on the non-wage portion of their Individual Settlement Share, and will indemnify and hold harmless Defendant for any taxes, interest or penalties that may be incurred by Defendant on the non-wage portion of the Participating Class Member's Individual Settlement Share if any taxing authority disputes the allocation of the settlement payment.

~~73.~~74. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defense Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Participating Class Members, and PAGA Group Members are not relying on any statement, representation, or calculation by Defendant, the Administrator, or Class Counsel in this regard. Plaintiff, Participating Class Members, and PAGA Group Members understand and agree that Plaintiff, Participating Class Members, and PAGA Group Members will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff, Participating Class Members, and PAGA Group Members should consult with their tax advisors concerning the tax consequences of any payment they receive under the

1 Settlement.

2 ~~74.~~75. No Effect on Employee Benefit Plans. Neither this Settlement nor any amounts paid  
3 hereunder will modify any previously credited hours, days, or weeks of service under any employee  
4 benefit plan, policy or bonus program sponsored by Defendant.

5 ~~75.~~76. Undistributed Funds. In the event that any checks mailed to Participating Class  
6 Members remain uncashed after the expiration of 180 days, or an envelope mailed to a Participating  
7 Class Member is returned and no forwarding address can be located for the Participating Class  
8 Member after reasonable efforts have been made (including but not limited to skip tracing), the  
9 Administrator shall transmit the funds represented by such checks to the California Controller's  
10 Unclaimed Property Fund in the name of the Participating Class Member thereby leaving no "unpaid  
11 residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

12 ~~F.~~E. **ADMINISTRATION OF THE SETTLEMENT**

13 ~~76.~~77. Duties of the Administrator.

14 The Administrator shall perform the duties required by this Settlement by, among other  
15 things, and without limitation, (i) receiving and updating through normal and customary procedures  
16 the list of Class Members to be produced by Defendant, so that it is updated prior to the mailing of  
17 the Class Notice, (ii) populating, printing and mailing the Court-approved Class Notice, (iii)  
18 establishing and maintaining a settlement website in the manner described below, (iv) responding  
19 to Class Member inquiries as appropriate, (v) performing necessary additional skip traces on any  
20 notices and/or checks returned as undeliverable, (vi) calculating the Settlement Shares of the  
21 Participating Class Members, (vii) resolving disputes during the administration process in the  
22 manner described below, (viii) reporting to Class Counsel and Defense Counsel regarding  
23 administration of the Settlement, (ix) establishing the QSF in the manner described below, (x)  
24 preparing and mailing settlement checks to the Participating Class Members, (xi) preparing and  
25 mailing the Court-approved payments to itself, the LWDA, the Class Representative, and Class  
26 Counsel, (xii) issuing to Plaintiff, Class Members, PAGA Group Members, and Class Counsel any  
27 tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts  
28 paid pursuant to this Agreement, (xiii) preparing all appropriate tax forms required in connection

1 with the payments called for by this Settlement and remitting those forms and all required payments  
2 to the appropriate governmental agencies, (xiv) providing weekly reports to counsel for the Parties;  
3 (xv) preparing a final report and declaration summarizing the administration of the Settlement, and  
4 (xvi) generally performing all normal and customary duties associated with the administration of  
5 such settlements.

6 The weekly reports to counsel shall include the following information: (a) the number of  
7 undeliverable and re-mailed Class Notices; (b) the number of Class Members who have submitted  
8 Workweeks Disputes; (c) the number of Class Members who have submitted Requests for  
9 Exclusion; and (d) the number of Class Members who have submitted Notices of Objection.  
10 Additionally, the Administrator will provide to counsel for the Parties any updated reports regarding  
11 the administration of the Settlement Agreement as needed or requested, and immediately notify the  
12 Parties when it receives a request from an individual or any other entity regarding inclusion in the  
13 Class and/or Settlement or regarding a Workweeks Dispute.

14 ~~77~~ 78. Establishing the Qualified Settlement Fund.

15 The Parties understand and agree that: (1) the Gross Settlement Amount will qualify and be  
16 characterized as a Qualified Settlement Fund ("QSF") under the provisions of Treasury Regulation  
17 Sections 1.468B-1 and 1.468B-5 with the purpose of resolving and/or satisfying the claims raised  
18 in this Settlement Agreement, (2) the QSF will be taxed as a separate entity for purposes of all  
19 federal, state, and local taxes, (3) the Parties shall treat the QSF on a basis consistent therewith for  
20 all tax purposes (and, for the avoidance of doubt, this Settlement Agreement shall be interpreted  
21 consistently therewith), (4) the QSF will be characterized as the employer of all Participating Class  
22 Members for purposes of determining all tax obligations (including withholding obligations), if any,  
23 associated with any and all payments under this Settlement, and (5) the QSF will bear full and sole  
24 responsibility (including the preparation and submission of necessary tax forms) for all withholding  
25 taxes associated with the QSF and settlement funds under this Settlement Agreement, in addition to  
26 any income taxes with respect to the earnings within the QSF and tax requirements relating to  
27 payments from the QSF. Any interest accrued by the QSF shall inure to the benefit of the  
28 Participating Class Members. All taxes (if any, including any interest and penalties) arising with

1 respect to income earned by the QSF shall be paid from the QSF. All expenses and costs incurred  
 2 in connection with the operation and implementation of this section (including without limitation,  
 3 expenses of attorneys and/or accountants and mailing and distribution of expenses related to filing  
 4 (or failing to file) any necessary tax returns) shall be paid from the QSF. For the avoidance of doubt,  
 5 Defendant shall have no obligations with respect to the administration of the QSF, except as  
 6 expressly provided under this Paragraph ~~77~~.

7 The Administrator shall be responsible for establishing the QSF upon the Court's approval  
 8 to do so, which approval the Parties will jointly seek. The Gross Settlement Amount shall be  
 9 deposited into the QSF within thirty (30) calendar days of the Effective Date. Defendant may, at its  
 10 discretion, deposit the Gross Settlement Amount at an earlier date.

11 ~~78, 79.~~ Delivery of Class List. Within fourteen (14) calendar days of the Preliminary  
 12 Approval Order, Defendant will provide to the Administrator the "PAGA Group Data" and "Class  
 13 Members' Data," which shall consist of an electronic database containing (i) each Class Member's  
 14 first and last name, (ii) last known mailing address, (ii) the Class Member's Social Security number  
 15 or Tax ID, (iii) the Class Member's employee identification number, if applicable, based on  
 16 Defendant's payroll records, (iv) the Class Member's total number of Individual Workweeks, and  
 17 (v) PAGA Group Members' total number of Individual Pay Periods (collectively, the "Class List").  
 18 If any or all of the information needed for the Class List is unavailable to Defendant, Defendant will  
 19 so inform Class Counsel prior to the date on which Defendant is required to submit the complete  
 20 Class List to the Administrator and the Parties will make their best efforts to reconstruct or otherwise  
 21 agree upon the Class List contents prior to when it must be submitted to the Administrator. If the  
 22 Parties are unable to agree, the dispute will be resolved by the Administrator as provided ~~herein in~~  
 23 ~~Paragraph 81~~. This information will otherwise remain confidential and will not be disclosed to  
 24 anyone, including counsel for Plaintiff, except as required to applicable taxing authorities, and  
 25 except as required to carry out the reasonable efforts to identify Class Member/PAGA Group  
 26 Member information as described in this ~~Agreement Paragraph 81~~, pursuant to Defendant's express  
 27 written authorization, or by order of the Court.

28 ~~79, 80.~~ Notice by First-Class U.S. Mail.

1 Promptly upon receipt of the Class List, the Administrator shall access the National Change  
2 of Address Database (“NCOA”) and update the addresses provided by Defendant. The  
3 Administrator shall also determine the number of Workweeks and Pay Periods worked, as  
4 appropriate, for each Class Member, and populate the Class Notice accordingly. Within ten (10)  
5 calendar days after receipt of the Class List, the Administrator shall mail the Class Notice to each  
6 Class Member via first-class mail. For each Class Notice that is returned as undeliverable before  
7 the Response Deadline, the Administrator shall promptly attempt to determine a correct address  
8 using its best efforts and shall resend the notice to any new address determined thereby. Class  
9 Members who are sent a re-mailed Notice shall have their Response Deadline extended by ten (10)  
10 calendar days beyond the original Response Deadline (“Extended Response Deadline”).  
11 Compliance with the procedures described herein above shall constitute due and sufficient notice to  
12 Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else  
13 shall be required of or done by the Parties, Class Counsel, or Defense Counsel to provide notice of  
14 the Settlement.

15 ~~80.~~ 81. Procedures for Challenges.

16 A Class Member may, before the Response Deadline, dispute the amount of his or her  
17 Individual Settlement Share, and the data used to calculate it, by timely sending a written notice to  
18 the Administrator informing the Administrator of the nature of the dispute and providing any records  
19 or documentation supporting their position. In response to such a challenge, Defendant will first  
20 verify the accuracy of the information contained in its records. Next, Class Counsel and Defense  
21 Counsel will make a good faith effort to resolve the dispute informally. If Class Counsel and  
22 Defense Counsel are unable to agree, the dispute shall be resolved by the Administrator after  
23 examination of the records provided by the Class Member and Defendant. The Administrator’s  
24 determination will be bind the Parties, unless the Court reviews and modifies the Administrator’s  
25 determination. Accordingly, the Court retains authority to review and modify any decision by the  
26 Administrator, and the Court’s decision will be final and binding.

27 If, before the Response Deadline, an individual not previously identified in the Class List  
28 asserts his or her membership in the Class and seeks recovery under the Settlement, the

1 Administrator shall provide Class Counsel and Defense Counsel with the evidence submitted by the  
2 individual. To be eligible for recovery under this Settlement, individuals must provide sufficient  
3 proof to the Administrator supporting his or her request for inclusion, including specific evidence  
4 establishing that he or she qualifies as a Class Member as defined herein. If Class Counsel and  
5 Defense Counsel agree an individual is not a Class Member, the Administrator will inform the  
6 individual that their request for inclusion has been rejected. If Class Counsel and Defense Counsel  
7 are unable to agree, the dispute shall be resolved by the Administrator after examination of the  
8 records provided by the Class Member and Defendant. The Administrator's determination will bind  
9 the Parties, unless the Court reviews and modifies the Administrator's determination. Accordingly,  
10 the Court retains authority to review and modify any decision by the Administrator, and the Court's  
11 decision will be final and binding.

12 ~~81.~~82. Dispute Resolution.

13 The Administrator shall have the initial responsibility for resolving any disputes that arise  
14 during the administration of the Settlement including, without limitation, disputes regarding whether  
15 a Class Member is entitled to a Settlement Share and, if so, the amount thereof. In resolving such  
16 disputes, Defendant's employment records shall be presumed accurate and correct, and shall be final  
17 and binding unless the information submitted by the individual (e.g., time records, wage statements,  
18 employment records, etc.) proves otherwise. In the event that the Administrator cannot resolve a  
19 dispute based upon a review of Defendant's records, the Administrator will schedule a call with  
20 Class Counsel and Defense Counsel to discuss and resolve the dispute. After such call, the  
21 Administrator will resolve the dispute and such determination will be final and binding on the Class  
22 Member. However, the Court retains the authority to review and modify any decision by the  
23 Administrator, and the Court's decision will be final and binding.

24 ~~G.F.~~ **EXCLUSIONS, OBJECTIONS AND BINDING EFFECT OF SETTLEMENT**

25 ~~82.~~83. Right of Class Members to Opt-Out of Settlement.

26 The Class Notice will advise each Class Member of their right exclude themselves or opt-  
27 out of the Settlement. To be effective, requests for exclusion must (a) be submitted in writing to the  
28 Administrator, postmarked before the Response Deadline, (b) contain the individual's first and last

1 name, current home (or mailing address), and the last four digits of his or her Social Security  
2 number, and (c) include written affirmation of his or her desire to exclude themselves containing  
3 the following or substantially similar language:

4 “I elect to opt-out of the *Jeanne Boudreau v. Adobe Inc., et. al.*, San  
5 Francisco County Superior Court Case No. CGC-23-611128, class  
6 action settlement. I understand that by doing so, I will not be able to  
7 participate in the settlement, and will not receive a share of the  
8 settlement.”

9 The Administrator shall email copies of any Opt-Outs received to all counsel within 48 hours  
10 of its receipt of same. The Class Notice shall include the specific address to which requests for  
11 exclusion must be mailed as well as a summary of the foregoing. Any Class Member who timely  
12 requests exclusion from this Settlement shall not have any rights under the Class Settlement, shall  
13 not be entitled to receive a Settlement Share, shall not be bound by the Class Settlement or the Order  
14 of Final Approval as it pertains to the Class Settlement, and shall not have the right to file an  
15 objection to the Settlement. A Class Member who timely submits a valid Request for Exclusion  
16 will not participate in, or be bound by, the Settlement or the Judgment regarding the Released Class  
17 Claims and will not receive any payment pursuant to the Class Settlement. However, he or she may  
18 still receive a payment from the portion of the PAGA Payment to the PAGA Group if the Class  
19 Member is a PAGA Group Member. If the Class Member validly opts-out of the Class Settlement  
20 and will not be bound by the terms of the Class Settlement, he or she will still participate in the  
21 release of the Released PAGA Claims if he or she is a PAGA Group Member, and will not have any  
22 right to object, appeal, or comment thereon.

23 ~~83.~~ 84. Right of Class Members to Object to Settlement.

24 The Class Notice will advise each Class Member of their right to object to the Settlement.  
25 To be effective, written Notices of Objection must (a) be mailed to the Administrator, postmarked  
26 before the Response Deadline, (b) clearly identify the case name and number, (c) contain the  
27 objector’s full name, current home (or mailing address), and the last four digits of his or her Social  
28 Security number, (d) clearly and concisely state all grounds for the objection, (e) indicate whether  
the objector is represented by counsel and, if so, identify such counsel, (f) indicate whether the  
objector and/or his or her counsel intend to appear at the Final Approval Hearing, and (g) be signed

1 by the objector or his or her counsel. Regardless of whether a Class Member submits a written  
2 Notice of Objection, the Class Member may appear at the Final Approval Hearing and raise an oral  
3 objection to the Settlement.

4 The Class Notice will include the specific address to which Notices of Objection must be  
5 mailed as well as a summary of the foregoing. Any Class Member whose Notice of Objection is  
6 overruled will be deemed to be a Participating Class Member and subject to the terms of this  
7 Settlement and the Court's Order of Final Approval.

8 ~~84~~85. Binding Effect on Participating Class Members.

9 All Participating Class Members will bound by the terms and conditions of this Settlement,  
10 the Court's Order of Final Approval, and the releases set forth herein.

11 ~~H.G.~~ RELEASES

12 ~~85~~86. Released Class Claims.

13 As of the Effective Date and the date the QSF is funded, each Participating Class Member,  
14 and without the need to manually sign a release document, in exchange for the consideration recited  
15 in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current,  
16 former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does  
17 hereby fully and finally release the Released Parties from the Released Class Claims (defined  
18 below), which accrued during the Class Period. The Released Class Claims include:

19 (a) All causes of action and claims that were alleged in the ~~Class~~  
20 ~~Action~~Operative Complaint or reasonably could have been alleged based on the facts and legal  
21 theories contained in the ~~O~~perative ~~C~~eomplaint, including, but not limited to, all of the following  
22 claims for relief based on Defendant's alleged: Failure to Pay Minimum Wages (Labor Code §§  
23 204, 1194, 1194.2, 1197), Failure to Pay Overtime Compensation (Labor Code §§ 510, 1194, 1198),  
24 Failure to Provide Meal Breaks and Pay Premiums in Lieu Thereof (Labor Code §§ 226.7, 512),  
25 Failure to Authorize and Permit Rest Breaks and Pay Premiums in Lieu Thereof (Labor Code §  
26 226.7), Failure to Timely Pay Wages (Labor Code § 204), Failure to Indemnify Necessary Business  
27 Expenses (Labor Code § 2802), Failure to Timely Pay Final Wages at Termination (Labor Code §§  
28 201-203), Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226), Unfair

1 Business Practices (Bus. Prof. Code § 17200 et seq.), ~~Civil Penalties Under Private Attorneys~~  
2 ~~General Act of 2004 (Labor Code § 2698 et seq.)~~, claims for restitution and other equitable relief,  
3 liquidated damages, civil penalties, statutory penalties, punitive damages, waiting time penalties,  
4 ~~and interest, as well as all similar provisions under the Federal Fair Labor Standards Act, including~~  
5 ~~29 U.S.C. sections 206, 207, and 216, and the National Labor Relations Act.~~ (“Released Class  
6 Claims”).

7 (b) Participating Class Members who are employed by Defendant and who  
8 participate in the settlement and receive a payment thereunder shall, by virtue of the same, release  
9 any Labor Code section 203 claims for failure to pay wages due and owing at the end of employment  
10 based exclusively upon the Released Class Claims.

11 ~~86;~~ 87. Released PAGA Claims.

12 As of the Effective Date and the date the QSF is funded, each PAGA Group Member, and  
13 without the need to manually sign a release document, in exchange for the consideration recited in  
14 this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former,  
15 and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby  
16 fully and finally release Released Parties from the Released PAGA Claims (defined below), which  
17 accrued during the PAGA Period. The Released PAGA Claims include: any and all claims,  
18 demands, rights, liabilities, and causes of action that were or reasonably could have been asserted  
19 in the Operative Complaint ~~Action~~ based on the facts alleged in the Operative PAGA Complaint,  
20 ~~planned amended complaint to be filed in the Class Action under the terms of this Settlement, and~~  
21 the PAGA Letter, and the Amended PAGA Letter, against the Released Parties for civil penalties  
22 pursuant to ~~the~~ PAGA that were alleged or reasonably could have been alleged under the Labor  
23 Code, state or local wage and hour laws and Wage Orders, whether known or unknown, based on  
24 the facts and legal theories contained in the Action, including but not limited to (a) failure to pay  
25 minimum wages; (b) failure to pay overtime compensation; (c) failure to provide meal periods or  
26 compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu thereof; (e)  
27 failure to pay wages timely at time of termination or resignation; (f) failure to reimburse necessary  
28 business expenses; (g) failure to provide complete, accurate wage statements; (h) failure to timely

1 pay all wages that could have been premised on the claims, causes of action or legal theories of  
2 relief described above or any of the claims, causes of action or legal theories of relief pleaded in the  
3 ~~Operative-PAGA~~ Complaint, the PAGA Letter, or the Amended PAGA Letter, ~~or any operative~~  
4 ~~complaint in the Action~~ with regard to civil penalties under PAGA (the "Released PAGA Claims").  
5 A PAGA Group Members cannot opt out of, or object to, the foregoing Released PAGA  
6 Claims Release.

7 ~~87~~88. Plaintiff's General Release and Civil Code Section 1542 Release.

8 As of the Effective Date and the date the QSF is funded, in exchange for the consideration  
9 set forth in this Settlement Agreement, Plaintiff shall release all claims against Released Parties,  
10 including all claims alleged in ~~the Action~~ the Operative Complaint, and be bound by a Civil Code  
11 Section 1542 release and waiver of all claims known and unknown, without exception, except as  
12 may be prohibited by law. This specifically excludes claims for unemployment insurance,  
13 disability, Social Security, and workers' compensation (except for claims pursuant to California  
14 Labor Code Sections 132a and 4553). Section 1542 of the Civil Code provides:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
16 THAT THE CREDITOR OR RELEASING PARTY DOES NOT  
17 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
18 THE TIME OF EXECUTING THE RELEASE THAT, IF KNOWN  
19 BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED  
20 HIS OR HER SETTLEMENT WITH THE DEBTOR OR  
21 RELEASED PARTY.

22 Plaintiff hereby acknowledges that she may hereafter discover claims or facts in addition to  
23 or different from those which Plaintiff now knows or believes to exist with respect to the subject  
24 matter of this General Release and which, if known or suspected at the time of executing this General  
25 Release, may have materially affected this Settlement. Nonetheless, Plaintiff hereby waives any  
26 right, claim or cause of action that might arise as a result of such different or additional claims or  
27 facts. Plaintiff acknowledges that she understands the significance and consequence of such release  
28 and such specific waiver of Section 1542.

~~88~~89. No Publicity.

The Parties and their counsel agree that they will not issue any press releases, initiate any

contact with the press, respond to any press inquiry or have any communications with the press about the facts, amount or terms of the Settlement. Plaintiff and Class Counsel further agree to keep the terms of the Settlement confidential prior to filing the Motion for Preliminary Approval.

~~89~~90. No Admission of Liability.

Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. This Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendant, an admission by Plaintiff that any of her claims were non-meritorious, or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

~~I.H.~~ FINAL SETTLEMENT APPROVAL

~~90~~91. A Final Approval Hearing shall be held for the purpose of considering, inter alia, (a) the fairness, adequacy, and reasonableness of the Settlement, (b) the Enhancement Payment to Plaintiff, (c) the fees and costs of Class Counsel, and (d) the propriety of any timely objections as well as Class Counsel and Defense Counsel's response thereto. The date of the Final Approval Hearing shall be set by the Court, and notice of such shall be provided to Class Members in the Class Notice. Although the Court may continue the Final Approval Hearing without further notice to the Class Members, the Administrator's website will be updated to provide this information. Upon final approval of the Settlement, the Parties will respectfully request the Court enter an Order of Final Approval:

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- (b) Approving payment to the Administrator;
- (c) Approving the Enhancement Payment to the Plaintiff for her service as Class Representative;
- (d) Approving Class Counsel's application for fees and costs;

(e) Permanently enjoining and restraining Participating Class Members from and against initiating or pursuing against Defendant any individual, representative, or class claims released by this Settlement;

(f) Entering judgment in this ~~Class-Action~~ ~~(consolidated with the PAGA Action)~~ consistent with the terms of this Settlement (“Judgment”); and

(g) Retaining jurisdiction to the extent necessary over the subject matter of the ~~Class-Action~~ ~~(consolidated with the PAGA Action)~~ and over the Parties and Class Members to enforce the terms of the Settlement.

~~91-92.~~ Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.

If, after a notice of appeal, a petition for review, or a petition for certiorari, or any other motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court’s decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Party will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court, not later than fourteen (14) days after the reviewing court’s decision vacating, reversing, or materially modifying the Judgment becomes final. For the purposes of this paragraph, a “material change” is a change to the terms outlined in this Settlement. A vacation, reversal, or modification of the Court’s award of the Enhancement Payment, or the Class Counsel’s Attorney’s Fees and Costs, or the Court’s requirement that Defendant pay Employer Taxes in addition to the Gross Settlement Amount, will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph.

~~91-92.~~ TERMINATION OF THE SETTLEMENT

~~92-93.~~ Grounds for Termination of Settlement.

If the Court ultimately does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement that is not agreed to by one of the Parties, then either Party will have the right to void the Settlement. If the Settlement is voided in this manner, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay any amounts that otherwise would have been payable under this Settlement, except

1 that the voiding Party will pay the Administrator's reasonable fees and expenses incurred as of the  
2 date that the Party exercises the right to void the Settlement under this paragraph. For the purposes  
3 of this paragraph, a "material change" is a change to the terms outlined in this Settlement. However,  
4 an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the  
5 Enhancement Payment, and/or Class Counsel's Attorney's Fees and Costs, or the Court requiring  
6 Defendant to pay Employer Taxes in addition to the Gross Settlement Amount, will not constitute a  
7 material change to the Settlement within the meaning of this paragraph.

8 ~~93.~~94. Defendant's Right to Terminate the Settlement.

9 Notwithstanding any other provision in this Settlement, if 10% or more of the Class  
10 Members opt-out of the Settlement, Defendant shall have the right, in its sole discretion, to rescind,  
11 nullify, and terminate the Settlement within 15 calendar days after the expiration of the Response  
12 Deadline.— The Administrator shall notify Defense Counsel and Class Counsel via email  
13 immediately, and no later than three calendar days after expiration of the Response Deadline, if the  
14 10% threshold for opt-outs is exceeded. Defense Counsel will confer with Class Counsel before  
15 exercising Defendant's right to terminate the Settlement. If Defendant exercises this right, however,  
16 it shall be responsible for the reasonable fees and costs of the Administrator to that point.

17 ~~K.J.~~ MISCELLANEOUS TERMS

18 ~~94.~~95. Mutual Cooperation.

19 The Parties agree to fully cooperate with each other to accomplish the terms of this  
20 Settlement Agreement, including but not limited to, executing and amending such documents and  
21 taking such other actions as may reasonably be necessary to implement the terms of this Settlement  
22 Agreement. The Parties shall use their best efforts, including all efforts contemplated by this  
23 Settlement Agreement and any other efforts that may become necessary by order of the Court, or  
24 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Neither party, nor  
25 their counsel, employees, or agents, shall solicit or encourage any Class Member to exclude  
26 themselves from the Settlement, object to the Settlement, or decline to opt into the Settlement.

27 In the event this Settlement is not approved by the Court, the Parties agree to attend  
28 mediation with Eve Wagner, Esq. in an effort to reach a settlement figure/structure approved by the

1 Court.

2 ~~95~~96. Modification.

3 This Settlement Agreement may not be changed, altered, or modified, except in writing and  
4 signed by counsel for the Parties, and approved by the Court, provided however that changes solely  
5 to the timing and deadlines herein may be made for administrative convenience by written  
6 agreement of counsel for all Parties without the Court's approval. This Settlement Agreement may  
7 not be discharged except by performance in accordance with its terms or by a writing signed by the  
8 Parties hereto and approved by the Court.

9 ~~96~~97. Integration Clause.

10 This Settlement Agreement contains the entire agreement between the Parties relating to the  
11 settlement of the Action and the transaction contemplated hereby, and all prior or contemporaneous  
12 agreements, understandings, representations, and statements, whether oral or written and whether  
13 by a party or such party's legal counsel, are merged herein. In entering into this Settlement  
14 Agreement, none of the Parties has relied on any representation or promise not expressly set forth  
15 in this Settlement Agreement. No rights hereunder may be waived except in writing.

16 ~~97~~98. Class Counsel Signatures.

17 It is agreed that because of the anticipated large number of Participating Class Members, it  
18 will be impossible or impractical to have each Participating Class Member execute this Settlement  
19 Agreement. As such, Class Counsel is signing on behalf of the Participating Class Members. In  
20 addition, the Class Notice will advise Class Members of the binding nature of the Settlement, and  
21 their right to Opt-Out and/or object, and shall have the same force and effect as if it were executed  
22 individually by each Participating Class Member.

23 ##

24 ~~98~~99. Interim Stay of Proceedings.

25 Pending the completion of the approval process, the Parties agree to a stay of all proceedings  
26 in the Action except those necessary to implement the Settlement itself.

27 ~~99~~100. Notices.

28 Any notices, requests, demands, or other communications required or necessitated by this

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1 Settlement Agreement shall be in writing and, except as provided elsewhere in this Settlement  
2 Agreement, shall be delivered as follows:

3 To Plaintiffs and Class Counsel:

4 Jonathan M. Genish  
5 jgenish@blackstonepc.com  
6 Barbara DuVan-Clarke  
7 BDC@blackstonepc.com  
8 Annabel Blanchard  
9 ablanchard@blackstonepc.com  
10 Alexandra Rose  
11 arose@blackstonepc.com  
12 **BLACKSTONE LAW, APC**  
13 8383 Wilshire Boulevard, Suite 745  
14 Beverly Hills, California 90211  
15 Tel: (310) 622-4278 / Fax: (855) 786-6356

11 To Defendant:

12 Scott Brink  
13 SBrink@JMBM.com  
14 Taylor Burras  
15 TBurras@JMBM.com  
16 **Jeffer Mangels Butler & Mitchell LLP**  
17 1900 Avenue of the Stars, 7th Floor  
18 Los Angeles, California 90067  
19 Tel: (310) 203-8080

16 ~~100.~~ 101. Choice of Law.

17 This Settlement shall be governed by and construed, enforced and administered in  
18 accordance with the laws of the State of California.

19 ~~101.~~ 102. Construction.

20 This Settlement Agreement is entered into freely and voluntarily without duress or undue  
21 pressure or influence of any kind or nature whatsoever and neither Party has relied on any promises,  
22 representations or warranties regarding the subject matter hereof other than as set forth in this  
23 Settlement Agreement. Each Party has been represented by counsel in the settlement negotiations  
24 leading up to, and in connection with the preparation and execution of, this Settlement Agreement.  
25 The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement  
26 Agreement so that it shall not be deemed to have been prepared or drafted by one Party or another.  
27 All Parties waive the provisions of California Civil Code section 1654 (and any other equivalent  
28

state, federal, or local provision), which provides, in part, that “the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.”

~~102.~~103. Captions.

The captions and paragraph numbers in this Settlement Agreement are inserted for the reader’s convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

~~103.~~104. Continuing Jurisdiction.

After entry of the judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

~~104.~~105. Execution in Counterparts.

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signature to this Settlement Agreement transmitted by facsimile or electronic mail and any copies of any signatures are valid and binding.

~~105.~~106. Authority.

The individuals signing this Settlement Agreement represent and warrant that they are authorized to do so. Those individuals likewise represent and warrant that they have the authority to execute this Settlement Agreement and to take all appropriate action required and permitted to be taken by this Settlement Agreement, except such action that is the prerogative of the Court.

~~106.~~107. Plaintiff’s Cooperation.

Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate to implement the Settlement.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this

1 Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

2 **IT IS SO AGREED.**

3  
4  
5 [Signatures on following page]  
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1 **PLAINTIFF JEANNE BOUDREAU**

2 Dated: \_\_\_\_\_  
3 Jeanne Boudreau

4 **DEFENDANT INTELLISWIFT SOFTWARE, LLC**

5 Dated: \_\_\_\_\_  
6  
7 Full Name: \_\_\_\_\_  
8 Title: \_\_\_\_\_  
9 On behalf of Intelliswift Software, LLC

10 **APPROVED AS TO FORM ONLY:**

11 **BLACKSTONE LAW, APC**

12 Dated: \_\_\_\_\_  
13 Jonathan M. Genish  
14 Barbara DuVan-Clarke  
15 Annabel Blanchard  
16 *Attorneys for Plaintiff Jeanne Boudreau*  
17 *and Proposed Class Counsel*

18 **JEFFERS MANGELS BUTLER &  
MITCHELL LLP**

19 Dated: \_\_\_\_\_  
20 R. Scott Brink  
21 Taylor N. Burras  
22 ~~Raef J. Cogan~~  
23 *Attorneys for Defendant Intelliswift*  
24 *Software, LLC*

## **EXHIBIT 3**

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING**  
**DATE FOR FINAL COURT APPROVAL**

*Jeanne Boudreau v. Adobe Inc., et. al.*, Case No. CGC-23-611128

The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

**You may be eligible to receive money** from an employee class action lawsuit ("Action") against defendant Intelliswift Software LLC ("Defendant") for alleged wage and hour violations. The Action was filed by a former employee Jeanne Boudreau ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of non-exempt, hourly paid individuals who worked for Defendant within the State of California and were assigned to Defendant's client, Adobe, Inc. at any time during the Class Period (December 15, 2019 to December 31, 2024) ("Class Members"); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt, hourly paid individuals who worked for Defendant within the State of California and were assigned to Defendant's client, Adobe, Inc. at any time during the PAGA Period (November 28, 2022 to December 31, 2024) ("PAGA Group Members").

Defendant denies any wrongdoing and is entering into this settlement to avoid the costs and uncertainties of litigation. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any material respect, or is liable to anyone under the claims asserted in this Action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, your Individual Settlement Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the Response Deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion before the Response Deadline. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are a PAGA Group Member,

you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

### SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

|                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                                                                 | If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).                                                                                                                                                                                                                                                                                                                                                                    |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Response Deadline is</b><br>[REDACTED]                                       | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion by the Response Deadline. Once excluded, you will no longer be eligible for an Individual Settlement Payment and cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Group Members and the PAGA Group Members must give up their rights to pursue Released PAGA Claims (defined below).</p>                              |
| <b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b><br><br><b>Written Objections Must be Submitted by</b><br>[REDACTED] | All Class Members who do not timely opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the Settlement if you think it is unreasonable. See Section 7 of this Notice.                                                                                                                                                                                                                                      |
| <b>You Can Participate in the</b><br>[REDACTED] <b>Final Approval Hearing</b>                                                                                         | The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, or via Zoom. See Section 8 of this Notice.                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b><br><br><b>Written Challenges Must be Submitted by</b><br>[REDACTED]                            | The amounts of your Individual Settlement Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively, for Defendant as an hourly-paid, non-exempt employee pursuant to an assignment to Defendant's client, Adobe, Inc. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice. |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by (1) failing to pay minimum wages; (2) failing to pay overtime compensation; (3) failing to provide legally compliant meal breaks and pay premiums in lieu thereof; (4) failing to authorize and permit legally compliant rest breaks and pay premiums in lieu thereof; (5) failing to timely pay wages; (6) failing to indemnify necessary business expenses; (7) failing to timely pay final wages at termination; (8) failing to provide accurate itemized wage statements; and (9) conducting unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et

seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: BLACKSTONE LAW, APC (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator, Eve Wagner, Esq., in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

## **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

- a) Defendant will pay \$395,000.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Enhancement Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, employer-side payroll taxes, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than 30 calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b) Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - i. Up to \$138,250.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - ii. Up to \$10,000.00 as a Class Representative Enhancement Payment for filing the Action, working with Class Counsel and representing the Class.
  - iii. Up to \$7,500.00 to the Administrator for services administering the Settlement.
  - iv. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Group Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c) Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks.
- d) Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 15% of each Individual Settlement Payment to taxable wages (“Wage Portion”) and 85% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms. In addition, Defendant’s employer-side taxes will be withheld from and paid out of the Gross Settlement Amount.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e) Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California Controller’s Unclaimed Property Fund in your name.
- f) Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative which includes the case name and number: “*Boudreau v. Adobe, Inc. et al.* CGC-23-611128” and sets forth the Class Member’s full name, present address, telephone number, and last four digits of their Social Security Number, and includes a clear statement electing to be excluded from the Settlement. Excluded Class Members will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- g) The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
- h) Administrator. The Court has appointed a neutral company, Apex Class Actions, LLC (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Disputes over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

- i) Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of another lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

As of the Effective Date and the date the QSF is funded, each Participating Class Member, and without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release the Released Parties from the Released Class Claims (defined below), which accrued during the Class Period. The Released Class Claims include: All causes of action and claims that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, including, but not limited to, all of the following claims for relief based on Defendant's alleged: Failure to Pay Minimum Wages (Labor Code §§ 204, 1194, 1194.2, 1197), Failure to Pay Overtime Compensation (Labor Code §§ 510, 1194, 1198), Failure to Provide Meal Breaks and Pay Premiums in Lieu Thereof (Labor Code §§ 226.7, 512), Failure to Authorize and Permit Rest Breaks and Pay Premiums in Lieu Thereof (Labor Code § 226.7), Failure to Timely Pay Wages (Labor Code § 204), Failure to Indemnify Necessary Business Expenses (Labor Code § 2802), Failure to Timely Pay Final Wages at Termination (Labor Code §§ 201-203), Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226), Unfair Business Practices (Bus. Prof. Code § 17200 et seq.), claims for restitution and other equitable relief, liquidated damages, civil penalties, statutory penalties, punitive damages, waiting time penalties, and interest,. ("Released Class Claims"). Participating Class Members who are employed by Defendant and who participate in the settlement and receive a payment thereunder shall, by virtue of the same, release any Labor Code section 203 claims for failure to pay wages due and owing at the end of employment based exclusively upon the Released Class Claims.

- j) PAGA Release. As of the Effective Date and the date the QSF is funded, each PAGA Group Member, and without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Released Parties from the Released PAGA Claims (defined below), which accrued during the PAGA Period. The Released PAGA Claims include: any and all claims, demands, rights, liabilities, and causes of action that were or reasonably could have been asserted in the Operative Complaint based on the facts alleged in the Operative Complaint the PAGA Letter, and the Amended PAGA Letter, against the Released Parties for civil penalties pursuant to the PAGA that were alleged or reasonably could have been alleged under the Labor Code, state or local wage and hour laws and Wage Orders, whether known or unknown, based on the facts and legal theories contained in the Action, including but not limited to (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide meal periods or compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu thereof; (e) failure to pay wages timely at time of termination or resignation; (f) failure to reimburse necessary business expenses; (g) failure to provide complete, accurate wage statements; (h) failure to timely pay all wages that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint, the PAGA Letter, or the Amended PAGA Letter, with regard to civil penalties under PAGA (the "Released PAGA Claims"). A PAGA Group Members cannot opt out of, or object to, the foregoing Released PAGA Claims.

This release shall be binding on all PAGA Group Members regardless if they submitted a valid and complete Request for Exclusion.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- a) Individual Settlement Payments. The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b) Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the PAGA Group Payment (\$5,000.00) by the total number of PAGA Pay Periods worked by all PAGA Group Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Group Member.
- c) Workweek/Pay Period Disputes. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until [REDACTED] to dispute the number of Workweeks and/or Pay Periods credited to you. You can submit your Workweeks Dispute by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your Workweeks Dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period disputes based on your submission and on input from Class Counsel and Defendant's Counsel. The Administrator's decision is final and binding, unless the Court exercises its authority to review and/or amend the Administrator's decision, in which case the Court's ruling will control.

#### **5. HOW WILL I GET PAID?**

- a) Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Group Members. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment (if any).
- b) PAGA Group Members (who are not Participating Class Members). The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Group Member who opts out of the Class Settlement.

**Your check will be sent to the same address on this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

#### **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

If you do not wish to participate in the Settlement as it relates to the Released Class Claims, you may seek exclusion from (or "opt out" of) the Settlement as it relates to the Released Class Claims by submitting a timely, written request for exclusion from the Settlement to the Administrator. In order to opt out, you must notify the

Administrator in writing, at the Administrator's address listed in Section 9 below. In order to be effective, your opt-out must be postmarked or delivered to the Administrator no later than [REDACTED], 2025, and must be signed, contain your full name, current home (or mailing address), the last four digits of your Social Security number, and written affirmation of your desire to opt out containing the following or substantially similar language:

“I elect to opt-out of the *Jeanne Boudreau v. Adobe Inc., et. al.*, San Francisco County Superior Court Case No. CGC-23-611128, class action settlement. I understand that by doing so, I will not be able to participate in the settlement, and will not receive a share of the settlement.”

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid request for exclusion from the Settlement as it relates to the Released Class Claims will not be entitled to receive an Individual Settlement Payment from the Settlement, will not be bound by the Settlement as it relates to the Released Class Claims, and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a timely and valid request for exclusion from the Settlement will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all PAGA Group Members will receive their share of the 25% share of the PAGA Payment (i.e., Individual PAGA Payment) and will be bound to the Released PAGA Claims, irrespective of whether they submit a Request for Exclusion.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

You can object to the terms of the Settlement as long as you have not submitted a request for exclusion from the Settlement, by submitting a written objection (“Notice of Objection”) by mail to the Administrator. A written Notice of Objection must: (a) contain your full name, address, telephone number, and last four digits of your Social Security number; (b) contain the name and case number of Action (*Jeanne Boudreau v. Adobe Inc., et. al.*, Case No. CGC-23-611128); (c) contain a clear statement that you object to the Settlement and the specific legal and factual basis for the objection; and (d) be returned to the Administrator, postmarked **no later than [Response Deadline]**. Do not send written objections to the Court.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don’t have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 613 of the San Francisco County Superior Court’s Civil Center Courthouse, located at 400 McAllister Street, San Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally, or you may also be able to attend virtually by contacting Department 613 of the San Francisco County Superior Court and request to make a virtual appearance. Check the Court’s website for the most current information.

It’s possible the Court will reschedule the Final Approval Hearing without further notice to the Class Members. You should check the Administrator’s website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## 9. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://sf.courts.ca.gov/online-services/case-information>, clicking on 'Civil Case Query', and then entering the Case Number for the Action, Case No. CGC-23-611128. **The Court's website is free to use.**

### **Class Counsel:**

Jonathan M. Genish, Esq.  
Barbara DuVan-Clarke, Esq.  
Danielle GruppChang, Esq.  
P.J. Van Ert, Esq.  
Annabel Blanchard, Esq.  
BLACKSTONE LAW, APC  
8383 Wilshire Boulevard, Suite 745  
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[pjvanert@blackstonepc.com](mailto:pjvanert@blackstonepc.com)  
[abanchard@blackstonepc.com](mailto:abanchard@blackstonepc.com)

### **Administrator:**

Name of Company: Apex Class Action, LLC

Email Address: [REDACTED]

Mailing Address: [REDACTED]

Telephone: [REDACTED]

Fax Number: [REDACTED]

**PLEASE DO NOT CONTACT THE JUDGE, THE COURT, THE OFFICE OF THE CLERK, OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.**

## 10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

## 11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

## **EXHIBIT 4**

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING**  
**DATE FOR FINAL COURT APPROVAL**

*Jeanne Boudreau v. Adobe Inc., et. al., Case No. CGC-23-611128*

The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

**You may be eligible to receive money** from an employee class action lawsuit ("Action") against defendant Intelliswift Software LLC ("Defendant") for alleged wage and hour violations. The Action was filed by a former employee Jeanne Boudreau ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of non-exempt, hourly paid individuals who worked for Defendant within the State of California and were assigned to Defendant's client, Adobe, Inc. at any time during the Class Period (December 15, 2019 to December 31, 2024) ("Class Members"); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt, hourly paid individuals who worked for Defendant within the State of California and were assigned to Defendant's client, Adobe, Inc. at any time during the PAGA Period (November 28, 2022 to December 31, 2024) ("PAGA Group Members").

Defendant denies any wrongdoing and is entering into this settlement to avoid the costs and uncertainties of litigation. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any material respect, or is liable to anyone under the claims asserted in this Action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, your Individual Settlement Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the Response Deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion before the Response Deadline. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are a PAGA Group Member,

you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

#### SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

|                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                                                                 | If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).                                                                                                                                                                                                                                                                                                                                                                    |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Response Deadline is</b><br>[REDACTED]                                       | If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion by the Response Deadline. Once excluded, you will no longer be eligible for an Individual Settlement Payment and cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.<br><br>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Group Members and the PAGA Group Members must give up their rights to pursue Released PAGA Claims (defined below).                                     |
| <b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b><br><br><b>Written Objections Must be Submitted by</b><br>[REDACTED] | All Class Members who do not timely opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the Settlement if you think it is unreasonable. See Section 7 of this Notice.                                                                                                                                                                                                                                      |
| <b>You Can Participate in the</b><br>[REDACTED] <b>Final Approval Hearing</b>                                                                                         | The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, <b>by telephone or by using the Court's virtual appearance platform or via Zoom</b> . See Section 8 of this Notice.                                                                                                                                                                                                                                                                                                                                |
| <b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b><br><br><b>Written Challenges Must be Submitted by</b><br>[REDACTED]                            | The amounts of your Individual Settlement Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively, for Defendant as an hourly-paid, non-exempt employee pursuant to an assignment to Defendant's client, Adobe, Inc. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice. |

#### 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by (1) failing to pay minimum wages; (2) failing to pay overtime compensation; (3) failing to provide legally compliant meal breaks and pay premiums in lieu thereof; (4) failing to authorize and permit legally compliant rest breaks and pay premiums in lieu thereof; (5) failing to timely pay wages; (6) failing to indemnify necessary business expenses; (7) failing to timely pay final wages at termination; (8) failing to provide accurate itemized wage statements; and (9) conducting unfair business practices. Based on the same claims, Plaintiff has also

asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: BLACKSTONE LAW, APC (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator, Eve Wagner, Esq., in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

~~Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Group Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.~~

## **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

- a) Defendant will pay \$395,000.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Enhancement Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, employer-side payroll taxes, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than 30 calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b) Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - i. Up to \$138,250.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - ii. Up to \$10,000.00 as a Class Representative Enhancement Payment for filing the Action, working with Class Counsel and representing the Class.
  - iii. Up to \$7,500.00 to the Administrator for services administering the Settlement.

- iv. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Group Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c) Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks.
- d) Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 15% of each Individual Settlement Payment to taxable wages (“Wage Portion”) and 85% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms. In addition, Defendant’s employer-side taxes will be withheld from and paid out of the Gross Settlement Amount.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e) Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California Controller’s Unclaimed Property Fund in your name.
- f) Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative which includes the case name and number: “*Boudreau v. Adobe, Inc. et al.* CGC-23-611128” and sets forth the Class Member’s full name, present address, telephone number, and last four digits of their Social Security Number, and includes a clear statement electing to be excluded from the Settlement. Excluded Class Members will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- g) The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

- h) Administrator. The Court has appointed a neutral company, Apex Class Actions, LLC (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Disputes over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- i) Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of another lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

As of the Effective Date and the date the QSF is funded, each Participating Class Member, and without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release the Released Parties from the Released Class Claims (defined below), which accrued during the Class Period. The Released Class Claims include: All causes of action and claims that were alleged in the Operative Complaint~~Class Action~~ or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, including, but not limited to, all of the following claims for relief based on Defendant’s alleged: Failure to Pay Minimum Wages (Labor Code §§ 204, 1194, 1194.2, 1197), Failure to Pay Overtime Compensation (Labor Code §§ 510, 1194, 1198), Failure to Provide Meal Breaks and Pay Premiums in Lieu Thereof (Labor Code §§ 226.7, 512), Failure to Authorize and Permit Rest Breaks and Pay Premiums in Lieu Thereof (Labor Code § 226.7), Failure to Timely Pay Wages (Labor Code § 204), Failure to Indemnify Necessary Business Expenses (Labor Code § 2802), Failure to Timely Pay Final Wages at Termination (Labor Code §§ 201-203), Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226), Unfair Business Practices (Bus. Prof. Code § 17200 et seq.), ~~Civil Penalties Under Private Attorneys General Act of 2004 (Labor Code § 2698 et seq.)~~, claims for restitution and other equitable relief, liquidated damages, civil penalties, statutory penalties, punitive damages, waiting time penalties, and interest, ~~as well as all similar provisions under the Federal Fair Labor Standards Act, including 29 U.S.C. sections 206, 207, and 216, and the National Labor Relations Act.~~ (“Released Class Claims”). Participating Class Members who are employed by Defendant and who participate in the settlement and receive a payment thereunder shall, by virtue of the same, release any Labor Code section 203 claims for failure to pay wages due and owing at the end of employment based exclusively upon the Released Class Claims.

- j) PAGA Release. As of the Effective Date and the date the QSF is funded, each PAGA Group Member, and without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Released Parties from the Released PAGA Claims (defined below), which accrued during the PAGA Period. The Released PAGA Claims include: any and all claims, demands, rights, liabilities, and causes of action that were or reasonably could have been asserted in the Operative Complaint~~Action~~ based on the facts alleged in the Operative PAGA Complaint, ~~planned amended complaint to be filed in the Class Action under the terms of this Settlement, and~~ the PAGA Letter, and the Amended PAGA Letter, against the Released Parties for civil penalties pursuant to the PAGA that

were alleged or reasonably could have been alleged under the Labor Code, state or local wage and hour laws and Wage Orders, whether known or unknown, based on the facts and legal theories contained in the Action, including but not limited to (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide meal periods or compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu thereof; (e) failure to pay wages timely at time of termination or resignation; (f) failure to reimburse necessary business expenses; (g) failure to provide complete, accurate wage statements; (h) failure to timely pay all wages that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the ~~Operative~~PAGA Complaint, the PAGA Letter, ~~or the Amended PAGA Letter, or any operative complaint in the Action~~ with regard to civil penalties under PAGA (the “Released PAGA Claims”). A PAGA Group Members cannot opt out of, or object to, the foregoing ~~Released PAGA Claims~~ Release.

This release shall be binding on all PAGA Group Members regardless if they submitted a valid and complete Request for Exclusion.

#### 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a) Individual Settlement Payments. The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b) Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the PAGA Group Payment (\$5,000.00) by the total number of PAGA Pay Periods worked by all PAGA Group Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Group Member.
- c) Workweek/Pay Period Disputes. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated on the first page of this Notice. You have until [REDACTED] to dispute the number of Workweeks and/or Pay Periods credited to you. You can submit your Workweeks Dispute by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your Workweeks Dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Workweeks and/or Pay Periods based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period disputes based on your submission and on input from Class Counsel and Defendant’s Counsel. The Administrator’s decision is final and binding, unless the Court exercises its authority to review and/or amend the Administrator’s decision, in which case the Court’s ruling will control.

#### 5. HOW WILL I GET PAID?

- a) Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as PAGA Group Members. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment (if any).

- b) PAGA Group Members (who are not Participating Class Members). The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Group Member who opts out of the Class Settlement.

**Your check will be sent to the same address on this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you do not wish to participate in the Settlement as it relates to the Released Class Claims, you may seek exclusion from (or "opt out" of) the Settlement as it relates to the Released Class Claims by submitting a timely, written request for exclusion from the Settlement to the Administrator. In order to opt out, you must notify the Administrator in writing, at the Administrator's address listed in Section 9 below. In order to be effective, your opt-out must be postmarked or delivered to the Administrator no later than [REDACTED], 2025, and must be signed, contain your full name, current home (or mailing address), the last four digits of your Social Security number, and written affirmation of your desire to opt out containing the following or substantially similar language:

"I elect to opt-out of the *Jeanne Boudreau v. Adobe Inc., et. al.*, San Francisco County Superior Court Case No. CGC-23-611128, class action settlement. I understand that by doing so, I will not be able to participate in the settlement, and will not receive a share of the settlement."

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid request for exclusion from the Settlement as it relates to the Released Class Claims will not be entitled to receive an Individual Settlement Payment from the Settlement, will not be bound by the Settlement as it relates to the Released Class Claims, and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a timely and valid request for exclusion from the Settlement will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all PAGA Group Members will receive their share of the 25% share of the PAGA Payment (i.e., Individual PAGA Payment) and will be bound to the Released PAGA Claims, irrespective of whether they submit a Request for Exclusion.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

You can object to the terms of the Settlement as long as you have not submitted a request for exclusion from the Settlement, by submitting a written objection ("Notice of Objection") by mail to the Administrator. A written Notice of Objection must: (a) contain your full name, address, telephone number, and last four digits of your Social Security number; (b) contain the name and case number of Action (*Jeanne Boudreau v. Adobe Inc., et. al.*, Case No. CGC-23-611128); (c) contain a clear statement that you object to the Settlement and the specific legal and factual basis for the objection; and (d) be returned to the Administrator, postmarked **no later than [Response Deadline]**. Do not send written objections to the Court.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [redacted] at [redacted] in Department 61306 of the San Francisco County Superior Court's Civil Center Courthouse, located at 400 McAllister Street, San Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally, or you may also be able to attend virtually by contacting Department 61306 of the San Francisco County Superior Court and request to make a virtual appearance. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing without further notice to the Class Members. You should check the Administrator's website [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [redacted]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://sf.courts.ca.gov/online-services/case-information>, clicking on 'Civil Case Query', and then entering the Case Number for the Action, Case No. CGC-23-611128. The Court's website is free to use.

| Class Counsel:                     | Administrator:                          |
|------------------------------------|-----------------------------------------|
| Jonathan M. Genish, Esq.           | Name of Company: Apex Class Action, LLC |
| Barbara DuVan-Clarke, Esq.         | Email Address:                          |
| Danielle GruppChang, Esq.          | Mailing Address:                        |
| P.J. Van Ert, Esq.                 | Telephone:                              |
| Annabel Blanchard, Esq.            | Fax Number:                             |
| BLACKSTONE LAW, APC                |                                         |
| 8383 Wilshire Boulevard, Suite 745 |                                         |
| Beverly Hills, CA 90211            |                                         |
| Telephone: (310) 622-4278          |                                         |
| Facsimile: (855) 786-6356          |                                         |
| jgenish@blackstonepc.com           |                                         |
| BDC@blackstonepc.com               |                                         |
| dgruppchang@blackstonepc.com       |                                         |
| pjvanert@blackstonepc.com          |                                         |
| abanchard@blackstonepc.com         |                                         |

PLEASE DO NOT CONTACT THE JUDGE, TELEPHONE THE COURT, THE OFFICE OF THE CLERK, OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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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 16, 2025, I served a copy of the following document(s):

- **SUPPLEMENTAL DECLARATION OF ANNABEL BLANCHARD IN SUPPORT OF MOTION FOR APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on the interested parties as follows:

**JEFFER MANGELS BUTLER &  
MITCHELL LLP**

R. SCOTT BRINK

rsb@jmbm.com

TAYLOR N. BURRAS

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RAEF J. COGAN

rcogan@jmbm.com

1900 Avenue of the Stars, 7th Floor

Los Angeles, California 90067-4308

Telephone: (310) 203-8080

Facsimile: (310) 203-0567

Attorneys for Defendant

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.

State of California, Labor & Workforce Development Agency

Web URL:

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

☒ **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.

1 ☒

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

2 Executed on December 16, 2025 at Beverly Hills, California.

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4 /s/ Lorena Bautista  
5 Lorena Bautista  
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