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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 606

**DECLARATION OF ANNABEL BLANCHARD
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: December 4, 2025
Time: 11:00 a.m.
Dept.: 606

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

1 **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 to
6 testify, I could and would competently do so.

7 **Experience and Adequacy of Blackstone Law, APC**

8 2. Blackstone Law, APC was started in February 2018, representing plaintiffs in
9 individual and representative employment litigation. The firm has grown exponentially over the past
10 seven-plus years, now maintaining over twenty highly pedigreed attorneys working on almost
11 exclusively labor and employment class actions, California Labor Code Private Attorney General Act
12 of 2004 (“PAGA”) cases, and individual matters, with roughly 15% of the firm focused on other
13 complex general litigation matters. Below is a summary of the experience and qualifications of the
14 attorneys from Blackstone Law, APC who primarily have been responsible for the representation of
15 Plaintiff in connection with the resolution of the above-captioned matter.

16 3. Jonathan M. Genish is the founder of Blackstone Law, APC. He received his law
17 degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in
18 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published
19 several times in various small publications. Upon graduation, he was rehired by Freedman &
20 Taitelman, LLP as an associate and remained employed there from September 2008 through August
21 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases,
22 ranging from employment, corporate, entertainment, and general business litigation matters, though
23 his primary area of expertise was employment, both single plaintiff and representative actions. On the
24 vast majority of those cases, he was the only or primary attorney managing the case and thus obtained
25 extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor
26 and employment intakes; was the primary contact for all clients; took and defended hundreds (if not
27 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
28 motions and pleadings, including dispositive and certification motions; strategized on all cases;

1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
9 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
10 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and
11 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
12 California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case Western Reserve
13 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
14 California Employment Lawyers' Association ("CELA") and other organizations.

15 5. Danielle L. GruppChang is a senior associate attorney. She graduated from California
16 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science
17 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
18 California Law San Francisco (formerly known as University of California Hastings College of the
19 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
20 practiced exclusively plaintiff's side labor and employment class and representative action law from
21 2017 through the present.

22 6. Alexander K. Spellman is a senior associate attorney who worked on this matter when
23 he worked at Blackstone. He graduated from University of California at Los Angeles in 2001, with a
24 Bachelor of Arts degree in American Literature and Culture. He then obtained his Juris Doctorate from
25 Loyola Law School, graduating in 2006, and was admitted to the California State Bar in July 2007.
26 He practiced exclusively plaintiff's side labor and employment law from 2016 through 2024.

27 7. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having
28 worked at an employment litigation firm for 2 years, and prior to that, having served as a District

1 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
2 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
3 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
4 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004.

5 8. I joined Blackstone Law, APC from a highly reputable employment law firm. I
6 graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from
7 Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State
8 Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA
9 representative matters, and my work has included, *inter alia*, researching and drafting pleadings,
10 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
11 agreements, engaging in motion practice, claims evaluation and analysis, and making court
12 appearances.

13 9. Blackstone Law, APC has been counsel of record on several class action and PAGA
14 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

15 **Procedural History of the Action**

16 10. On November 28, 2023, Plaintiff provided written notice to the California Labor and
17 Workforce Development Agency (“LWDA”) by online submission pursuant to California Labor Code
18 Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated
19 by Adobe Inc., and Adobe Systems Incorporated (“PAGA Letter”). The PAGA Letter was sent by
20 U.S. Certified Mail to two dismissed defendants in the Action: Adobe Inc., and Adobe Systems
21 Incorporated. On August 12, 2025, Plaintiff submitted an amended PAGA Letter to the LWDA, which
22 letter was simultaneously sent to Defendant, pursuant to California Labor Code Section 2699.3, in
23 which Plaintiff added Defendant Intelliswift as a named Employer alleged to have violated the
24 specified provisions of the California Labor Code set forth therein (“Amended PAGA Letter”). True
25 and correct copies of the PAGA Letter and Amended PAGA Letter are attached hereto as **Exhibit 2**.

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

1 Inc. and Adobe Systems Incorporated (“Action”).

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

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

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

21 15. On December 30, 2024, the Parties participated in mediation with Eve Wagner (the
22 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
23 Mediator’s evaluations, the Parties reached a settlement in principle of the claims in the Action and
24 the PAGA Action.

25 16. The Parties have agreed that, as part of the Settlement, Plaintiff will seek leave of the
26 Court to file an amended complaint in the Action that effectively consolidates the PAGA Action into
27 the Class Action for purposes of Settlement.

28 17. On August 7, 2025, the Parties executed the Joint Stipulation of Settlement

1 (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement Agreement is
2 attached hereto as **Exhibit 3**.

3 **Summary of the Terms of the Settlement Agreement**

4 18. For purposes of settlement only, the Parties have agreed that the Class shall be defined
5 as “all non-exempt, hourly-paid individuals who worked for Defendant within the State of California
6 and were assigned to Defendant’s client, Adobe, Inc., at any time during the Class Period” (“Class” or
7 “Class Member(s)"). The Class Period is defined as the period from December 15, 2019, through
8 December 31, 2024. Based on information provided by Defendant, it is estimated that there is a total
9 of One Hundred Twenty-Seven (127) Class Members.

10 19. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
11 Complaint for a non-reversionary Gross Settlement Amount of Three Hundred Ninety-Five Thousand
12 Dollars and Zero Cents (\$395,000.00), inclusive of employer-side payroll taxes. The Gross Settlement
13 Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The
14 Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%)
15 of the Gross Settlement Amount (i.e., \$138,250.00 if the Gross Settlement Amount is \$395,000.00);
16 (2) Class Counsel’s actual litigation costs and expenses, not to exceed Thirty-Thousand Dollars and
17 Zero Cents (\$30,000.00); (3) Settlement Administration Costs, not to exceed Seven Thousand Five
18 Hundred Dollars and Zero Cents (\$7,500.00); (4) Enhancement Payment in the amount of Ten
19 Thousand Dollars and Zero Cents (\$10,000.00); (5) PAGA Amount in the amount of Twenty
20 Thousand Dollars and Zero Cents (\$20,000.00); and (6) Employer side payroll taxes. After the above-
21 estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that
22 will be available for Class Members is currently estimated to be One Hundred Eighty Nine Thousand
23 Two Hundred Fifty Dollars and Zero Cents (\$189,250.00). Additionally, 25% of the PAGA Amount
24 (“PAGA Group Payment”), which is \$5,000.00 out of \$20,000.00, will be fully distributed to “all
25 persons who worked for Defendant within the State of California and were assigned to Defendant’s
26 client, Adobe, Inc., at any time during the PAGA Period” (“PAGA Group”). The “PAGA Period” is
27 defined as the period from November 28, 2022, through December 31, 2024.

28 20. Defendant has represented that the Class Members worked a total of 5,250 Workweeks

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

6 21. Individual Settlement Shares will be calculated and apportioned from the Net
7 Settlement Amount based on the Class Members' number of Workweeks. After Preliminary Approval,
8 the Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to
9 yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by
10 the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share
11 that the Class Member may be entitled to receive. After Final Approval, the Administrator will divide
12 the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the
13 "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks by
14 the Final Workweek Value to yield each Participating Class Member's final Individual Settlement
15 Share.

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

21 23. For the purpose of taxes and required withholdings, the Parties agree that (i) Payments
22 to Class Members shall be considered 15% wages (for which an IRS Form W-2 shall be issued) and
23 85% interest and penalties (for which an IRS Form 1099 shall be issued); and (iii) Payments to PAGA
24 Group Members shall be considered 100% penalties (for which an IRS Form 1099 with be issued).
25 Prior to the mailing of the Class Notice and again prior to the distribution of Settlement Shares, the
26 Administrator shall calculate the total taxes and withholdings required as a result of the wage portion
27 of the Individual Settlement Share and such actual amount will be deducted therefrom. The Parties
28 understand that Participating Class Members who receive Individual Settlement Shares under this

1 Settlement shall be solely responsible for any and all individual tax obligations on the non-wage
2 portion of their Individual Settlement Share, and will indemnify and hold harmless Defendant for any
3 taxes, interest or penalties that may be incurred by Defendant on the non-wage portion of the
4 Participating Class Member's Individual Settlement Share if any taxing authority disputes the
5 allocation of the settlement payment.

6 24. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
7 Net Settlement Amount will be fully distributed to Class Members and the PAGA Amount will be
8 fully distributed to the LWDA and PAGA Group Members, in accordance with the Settlement
9 Agreement. No money will revert to Defendant.

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

17 **The Settlement is Reasonable**

18 ***Informed Arms-Length Negotiations***

19 26. The Parties' settlement negotiations were at all times made at arm's-length and were
20 adversarial. The Parties' settlement discussions were conducted at arms' length, and the Settlement is
21 the result of an informed and detailed analysis of Defendant's potential liability and the Parties'
22 respective exposure in relation to the costs and risks associated with continued litigation. The
23 Settlement was reached following a full day of mediation with a highly respected mediator with
24 substantial experience mediating wage and hour cases, and Plaintiff engaged in additional negotiations
25 in order to finalize the long-form agreement presently before the Court.

26 27. The Parties engaged in extensive informal discovery prior to reaching a settlement.
27 Prior to mediation, Defendant produced a 20% sampling of putative class members' time and pay
28 records as well as Defendant's relevant wage and hour policies (including, but not limited to the

1 Intelliswift Consultant Employee Handbook 2024, Intelliswift State Handbook Addendums 2023, and
2 the Intelliswift Project Consultants Employment Agreement), job descriptions, and information
3 regarding the total number of putative class members, employee handbook, reimbursement policy,
4 request to terminate Plaintiff's contract, business expense reimbursement policy, meal period policy,
5 overtime policy, employment agreement, the number of current versus former employees, the total
6 workweeks worked by the putative class members, and the average rate of pay for the putative class
7 members.

8 28. This allowed Class Counsel to conduct an informed assessment and analysis of the
9 strengths and weaknesses of the claims and the potential class-wide damages.

10 29. Based on the information exchanged, the Parties extensively briefed issues regarding
11 class certification and liability and provided their analyses to the Mediator who helped the Parties
12 debate the strengths and weakness of their respective positions.

13 ***Estimate of Potential Value of Claims***

14 30. Class Counsel analyzed all available data and estimated Defendant's maximum
15 potential exposure to be approximately \$3,511,737, assuming the litigation was successful at trial on
16 all claims at issue and every employee had a violation for each claim on every shift worked. This
17 maximum potential analysis was then reduced based on the challenges facing the likelihood of
18 obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an
19 estimated maximum liability for all claims at issue and the total aggregate workweeks during the
20 relevant time period, less interest, and based on the analysis of the data which was extrapolated out
21 for all putative class members across the entire putative class period, which included: \$681,334 for
22 meal period violations (less meal period premiums paid); \$1,323,482 for rest period violations at a
23 100% violation rate; \$278,155 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock
24 work; \$3,546 for unpaid overtime wages at the required regular rate of pay; \$40,800 for unreimbursed
25 business expenses; \$1,086,670 for waiting time penalties; and \$97,750 for wage statement penalties.
26 Plaintiff further estimated that Defendant faced an additional exposure of \$103,200 in potential, non-
27 stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA
28 penalties. Together with the PAGA penalties, Defendant's maximum potential exposure totaled

1 \$3,614,937 in damages.

2 ***Specific Risks Considered***

3 31. Although the investigation and information discovered supports Plaintiff's contentions,
4 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
5 a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter
6 the Settlement.

7 32. Class Counsel is aware of Defendant's defenses and arguments and has also taken into
8 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
9 inherent in such litigation, including those involved in class and/or representative adjudication.
10 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
11 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
12 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
13 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

14 33. Defendant denied and continues to deny any liability and wrongdoing of any kind
15 associated with the claims alleged in the Action, and further denies that class certification is
16 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
17 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's
18 claims. Defendant contended that Plaintiff's claims are not suitable for class certification because
19 individual issues would predominate should this case go to trial. As with all class actions, these
20 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
21 that the Court may deny class certification.

22 34. For example, Plaintiff's meal period claims, which were based on Defendant's alleged
23 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
24 Plaintiff's theory of liability for meal period violations was based on allegations that Defendant had
25 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
26 in the manner required under California law. Defendant contended that its policies and practices at all
27 times during the Class Period were lawful. Defendant further argued that the rate of purported meal
28 period violations reflected in the data would require individualized inquiry and that such inquiry would

1 prohibit a class from being certified. We also had to consider the risk that the Court would find validity
2 in the individualized proof defense to certification of Plaintiff's meal period claim.

3 35. Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest
4 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
5 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
6 required under California law. Additionally, this claim was even more uncertain given the difficulties
7 associated with proving the alleged rest period violations, as Defendant was not required to record
8 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
9 concerns Plaintiff would not be able to certify these claims or prove substantial damages with requisite
10 certainty, which made the estimated value of this claim subject to much challenge.

11 36. Plaintiff also faced challenges certifying and proving liability for her minimum wage
12 and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work
13 performed by the Class Members both before and after their shifts and during purported meal periods.
14 However, the individualized nature of why this work was performed and the individualized nature of
15 damages presented substantial concerns regarding the manageability of the case and the risk the Court
16 could find these issues prevented certification, and the estimated damages for this claim were based
17 on an assumption that all Class Members worked off the clock for at least one hour per week.

18 37. Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class
19 Members for necessary business-related expenses, such as a stipend for electricity, internet, and phone
20 usage for work from home purposes. Defendant contended that it had a policy and practice of
21 reimbursing employees for necessary business-related expenses. Defendant further contended that,
22 with respect to the alleged expenses for which Plaintiff and the other Class Members never requested
23 reimbursement from Defendant, it did not know and had no reason to know that alleged business-
24 related expenses had been incurred. Defendant further contended that the reason why a Class Member
25 undertook certain expenses, while not others, and failed to receive reimbursement for certain expenses
26 while not others, would raise individual issues that could not be certified.

27 38. There are also substantial risks associated with Plaintiff's waiting time penalties and
28 wage statement claims. First, these claims were derivative of Plaintiff's claims for unpaid meal period

1 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
2 certification was denied on those underlying claims, these derivative claims for penalties would also
3 likely fail. Further, even if Plaintiff prevailed on her underlying claims, she would still be required to
4 demonstrate that Defendant's violations of California Labor Code section 203 were *willful* violations.
5 Wage statement claims have also seen varying treatment at the appellate level because such claims
6 have an element of discretion attached to them rather than a pure calculation of damages after liability
7 is proven. Accordingly, these derivative claims, which comprised a substantial portion of Defendant's
8 estimated liability, were therefore uncertain.

9 39. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
10 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
11 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
12 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
13 contact them, and obtain declarations at great expense. Obtaining the cooperation of current employees
14 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
15 employer. On the other hand, Defendant would likely be able to obtain the cooperation of its
16 employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would
17 substantially delay any recovery by the Class.

18 40. Therefore, taking into account how each of the above risks potentially effected
19 Plaintiff's ability to first obtain class certification, and then prove the underlying violations, plus the
20 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's
21 estimated liability based on the challenges facing her ability to succeed on class certification by 75%
22 to \$903,734. The merits-based risk factors further reduced Defendant's estimated liability by an
23 additional 55%. This resulted in an adjusted estimated liability of \$406,680. In light thereof, the
24 settlement amount of \$395,000 is a significant settlement.

25 41. Class Counsel also separately contemplated the risks of proceeding with the PAGA
26 claims and potential liability Defendant could face from these claims as part of the global resolution.
27 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying
28 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the imposition

1 of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust,
2 arbitrary and oppressive, or confiscatory, and that Defendant would argue that it made a good faith
3 attempt to comply with its legal obligations warranting a reduction in penalties. Class Counsel also
4 anticipated Defendant would argue that the violations per pay period were low, warranting an
5 additional reduction in civil penalties. Finally, we were also mindful of the fact that PAGA is
6 fundamentally not intended to be compensatory in nature but is instead intended to facilitate
7 enforcement of California's labor laws by financing state activities and educating and deterring non-
8 compliance.

9 42. Therefore, after considering this multitude of factors, we concluded that it was in the
10 best interest of the State of California and the PAGA Employees to enter into the Settlement, and to
11 allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount
12 towards the PAGA claims, which represents approximately 5.06% of the Gross Settlement Amount.
13 This percentage of the settlement is well-within the range of wage and hour settlements regularly
14 approved in both state and federal court for cases that include both a class and PAGA action.
15 Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims,
16 and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been
17 approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is
18 significant, not only from a monetary perspective, but also because it fulfills the public policy
19 objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state,
20 and deter future non-compliance by the employer.

21 43. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate.
22 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
23 California and is within the accepted range of recoveries for this type of litigation given the inherent
24 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
25 litigation.

26 ***Enhancement Payment***

27 44. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement
28 Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Jeanne Boudreau. This

Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this case, and the benefit to the Class Members as a result of Plaintiff's actions. Notice of the requested Enhancement Payment is disclosed to the Class Members in the Class Notice.

Attorneys' Fees and Costs

45. The attorneys' fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$138,250.00 if the Gross Settlement Amount is \$395,000.00) and actual litigation costs and expenses in an amount not to exceed Thirty-Thousand Dollars and Zero Cents (\$30,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

46. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated into tangible monetary benefits as follows: (1) Class Members, the State of California, and PAGA Group Member will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or upon appeal.

47. Class Counsel has litigated this matter for over a year and was actively preparing this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Class Counsel's hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class Members in the Class Notice.

Notice to the Class

48. The Parties have agreed to retain Apex Class Actions, LLC, ("Apex" or "Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Apex to handle these procedures and to serve as the Administrator.

1 Defendant will provide Apex with the Class List and Apex will calculate each Class Member's
2 estimated Individual Settlement Share and each PAGA Group Member's estimated PAGA Group
3 Payment. Apex will also receive and process Requests for Exclusion, Notices of Objection, and
4 Workweeks Disputes; will provide necessary reports and declarations; will calculate, subtract, and
5 transmit necessary taxes and withholdings with respect to the wages portion of the Individual
6 Settlement Shares; will prepare and submit informational and other tax filings and documents; will
7 issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing
8 Individual Settlement Payment checks to the Class Members and PAGA Group Payment checks to the
9 PAGA Group Members; and perform any other usual and customary duties for administering a class
10 action settlement.

11 49. I am not aware of an alternative method of providing notice to the Class which would
12 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
13 Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable
14 method, skip tracing will be performed, if necessary.

15 ***Notice of Settlement to the LWDA***

16 50. In accordance with California Labor Code section 2699(1)(2), on August 13, 2025, a
17 copy of the proposed Settlement was submitted to the LWDA via online submission through the
18 LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached
19 hereto as **Exhibit 4**.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct.

22 Executed on September 11, 2025, at Los Angeles, California.

23 *A. Blanchard*

24 Annabel Blanchard

EXHIBIT 1

6. Blackstone Law, APC has been counsel of record on several class action and PAGA actions, the most recent of which are as follows:

- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and

PAGA action.

- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA

action.

- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Castillo-Rodriguez v. HR Outsourcing Associates, LLC*, Los Angeles Superior Court, Case No. 20STCV44138, a wage and hour PAGA action.
- *Ramiro Cruz v. LK Plumbing & Heating, Inc.*, Los Angeles Superior Court, Case No. BC686825, a wage and hour PAGA action.

EXHIBIT 2

November 28, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

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

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

Dear Representative:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

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

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

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

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

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

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

6. FAILURE TO MAINTAIN ACCURATE RECORDS

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

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

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

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

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

IWC Wage Orders; and attorneys' fees and costs.

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

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

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

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

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

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

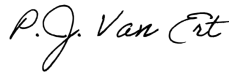
Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and

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

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

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

BLACKSTONE LAW



P.J. Van Ert, Esq.

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

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

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

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

August 12, 2025

AMENDED PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

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

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

Dear Representative:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

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

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

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

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

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

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

6. FAILURE TO MAINTAIN ACCURATE RECORDS

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

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

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

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

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

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

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

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

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

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

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

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

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

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

BLACKSTONE LAW

A. Blanchard

Annabel Blanchard, Esq.

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

Intelliswift Software, Inc.

Adobe Systems Incorporated

Adobe, Inc.

c/o Taylor Burras, Esq.

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

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

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

Plaintiff,

vs.

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

Defendants.

Case No.: CGC-23-611128

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

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

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

DEMAND FOR JURY TRIAL

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

4 **INTRODUCTION**

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

13 **JURISDICTION AND VENUE**

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

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

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

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

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

THE PARTIES

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

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

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

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

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

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

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

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

1 members.

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

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

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

11 **GENERAL ALLEGATIONS**

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

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

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

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

3 **CLASS ACTION ALLEGATIONS**

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

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

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

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

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

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

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

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

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

1 following:

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

pursuant to the California Labor Code.

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

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

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

PAGA ALLEGATIONS

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

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

1 in California Labor Code section 2699.3.

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

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

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

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

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

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

1 **Exhibit A.**

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

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

8 **FIRST CAUSE OF ACTION**

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

10 **Failure to Pay Minimum Wage**

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

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

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

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

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

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

1 1194, 1197, and 1197.1.

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

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

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

12 **SECOND CAUSE OF ACTION**

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

14 **Unpaid Overtime**

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

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

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

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

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

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

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

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

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

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

26 **THIRD CAUSE OF ACTION**

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

28 **Meal Break Violations**

(Against All Defendants and DOES 1 – 25)

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

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

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

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

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

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

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

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

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

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

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

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

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

19 **FOURTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE SECTION 226.7**

21 **Rest Break Violations**

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

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

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

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

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

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

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

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

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

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

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

FIFTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE §§ 204 AND 210

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

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

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

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

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

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

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

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

22 **SIXTH CAUSE OF ACTION**

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

24 **Failure to Provide Accurate Wage Statements**

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

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

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

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

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

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

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

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

28 **SEVENTH CAUSE OF ACTION**

VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203

Final Wages Not Timely Paid

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

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

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

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

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

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

1 **EIGHTH CAUSE OF ACTION**

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

3 **Failure to Reimburse Necessary Business Expenses**

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

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

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

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

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

20 **NINTH CAUSE OF ACTION**

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

22 **Unfair and Unlawful Business Practices**

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

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

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

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

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

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

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

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

22 **TENTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

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

PRAYER FOR RELIEF

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

3 **Class Certification**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 **As to the Fourth Cause Action**

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eight Cause of Action

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 DATED: _____, 2025

BLACKSTONE LAW, APC

6
7
8 By:



Jonathan M. Genish, Esq.

Barbara DuVan-Clarke, Esq.

Danielle GruppChang, Esq.

P.J. Van Ert, Esq.

Annabel Blanchard, Esq.

Attorneys for Plaintiff

JEANNE BOUDREAU, individually and on
behalf of others similarly situated

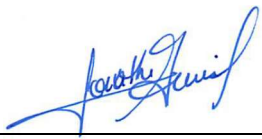
1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

3
4 DATED: _____, 2025

BLACKSTONE LAW, APC

5
6 By: _____



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11 JEANNE BOUDREAU, individually and on
12 behalf of others similarly situated
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EXHIBIT 1

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JEANNE BOUDREAU, individually
and on behalf of others similarly situated

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

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

Plaintiff,

vs.

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

Defendants.

Case No.: CGC-23-611128

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

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

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

DEMAND FOR JURY TRIAL

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

4 **INTRODUCTION**

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

13 **JURISDICTION AND VENUE**

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

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

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

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

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

THE PARTIES

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

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

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

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

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

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

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

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

1 members.

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

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

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

11 **GENERAL ALLEGATIONS**

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

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

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

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

3 **CLASS ACTION ALLEGATIONS**

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

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

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

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

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

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

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

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

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

1 following:

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

pursuant to the California Labor Code.

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

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

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

PAGA ALLEGATIONS

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

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

1 in California Labor Code section 2699.3.

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

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

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

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

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

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

Exhibit A.

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

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

FIRST CAUSE OF ACTION

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

Failure to Pay Minimum Wage

(Against All Defendants and DOES 1 – 25)

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

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

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

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

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

1 1194, 1197, and 1197.1.

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

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

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

12 **SECOND CAUSE OF ACTION**

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

14 **Unpaid Overtime**

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

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

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

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

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

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

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

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

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

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

26 **THIRD CAUSE OF ACTION**

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

28 **Meal Break Violations**

(Against All Defendants and DOES 1 – 25)

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

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

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

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

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

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

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

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

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

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

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

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

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

19 **FOURTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE SECTION 226.7**

21 **Rest Break Violations**

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

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

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

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

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

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

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

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

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

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

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

FIFTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE §§ 204 AND 210

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

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

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

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

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

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

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

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

22 **SIXTH CAUSE OF ACTION**

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

24 **Failure to Provide Accurate Wage Statements**

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

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

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

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

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

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

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

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

28 **SEVENTH CAUSE OF ACTION**

VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203

Final Wages Not Timely Paid

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

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

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

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

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

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

1 **EIGHTH CAUSE OF ACTION**

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

3 **Failure to Reimburse Necessary Business Expenses**

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

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

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

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

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

20 **NINTH CAUSE OF ACTION**

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

22 **Unfair and Unlawful Business Practices**

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

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

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

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

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

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

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

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

22 **TENTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

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

PRAYER FOR RELIEF

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

3 **Class Certification**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 **As to the Fourth Cause Action**

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eight Cause of Action

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 DATED: _____, 2025

BLACKSTONE LAW, APC

6
7 By: 

8 Jonathan M. Genish, Esq.

9 Barbara DuVan-Clarke, Esq.

10 Danielle GruppChang, Esq.

11 P.J. Van Ert, Esq.

12 Annabel Blanchard, Esq.

13 Attorneys for Plaintiff

14 JEANNE BOUDREAU, individually and on
15 behalf of others similarly situated
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

3
4 DATED: _____, 2025

BLACKSTONE LAW, APC

5
6 By: _____



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

10 Attorneys for Plaintiff
11 JEANNE BOUDREAU, individually and on
12 behalf of others similarly situated
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EXHIBIT 3

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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

**JOINT STIPULATION OF
SETTLEMENT**

Assigned to Hon. Jeffrey S. Ross, Department
606

Action Filed: December 15, 2023

Trial Date: None set

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

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

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

11 **A. RECITALS**

12 1. On November 28, 2023, Plaintiff provided written notice to the Labor and Workforce
13 Development Agency (“LWDA”) by online submission, pursuant to California Labor Code Section
14 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by
15 Adobe Inc., and Adobe Systems Incorporated (“PAGA Letter”). The PAGA Letter was mailed to
16 two dismissed defendants in the Action: Adobe Inc., and Adobe Systems Incorporated.

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

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

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

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

12 6. As of the Parties' execution of this Agreement, the PAGA Action has not been
13 amended or dismissed. The Parties agree that, as part of this Settlement, they will take all necessary
14 steps to ensure that Plaintiff has satisfied her administrative remedies with respect to her PAGA
15 claims against Defendant, and will stipulate for Plaintiff to file an amended complaint in the Class
16 Action, approved by Plaintiff and Defendant, that effectively consolidates the PAGA Action into
17 the Class Action for purposes of settlement and Court approval and to dismiss the PAGA Action
18 without prejudice.

19 7. The PAGA Letter, the Class Action, and the PAGA Action shall collectively be
20 referred to herein as the “Action.” The planned amended Class Action, which shall effectively
21 consolidate the PAGA Action into the Class Action for purposes of settlement and Court approval,
22 is explicitly incorporated into the definition of “Action.”

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

27 9. Class Counsel diligently investigated the class and PAGA claims against Defendant,
28 including any and all applicable defenses and the applicable law. The investigation included, *inter*

1 *alia*, the exchange of information, data, and documents, and review of corporate policies and
2 practices. The Parties have engaged in sufficient informal discovery and investigation to assess the
3 relative merits of the claims and contentions of the Parties.

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

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

23 **B. DEFINITIONS**

24 12. “Action” refers jointly to the PAGA Letter, the Class Action, and the PAGA Action,
25 and explicitly incorporates the planned amended Class Action, which shall effectively consolidate
26 the PAGA Action into the Class Action for purposes of settlement and Court approval.

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

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

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

16. “Class” or “Class Member(s)” means 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 Class Period.

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

18. “Class List” refers to the list of Class Member information to be provided to the Administrator by Defendant in accordance with Paragraph 78 herein.

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

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

21. “Class Representative” refers to Plaintiff Jeanne Boudreau.

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

23. “Court” means the Superior Court of the State of California for the County of San Francisco.

24. “Defendant” means Intelliswift Software LLC.

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

26. “Effective Date” means the day that is the later of the following: (i) if no timely

1 objections are filed or if all objections are withdrawn, the date upon which the Court enters the Final
2 Approval Order; (ii) if an objection is filed and not withdrawn, the date for filing an appeal and no
3 such appeal being filed; and (iii) if any timely appeal is filed, the date of the resolution (or
4 withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

5 27. "Employee Taxes" shall mean the employee's share of any and all applicable federal,
6 state or local payroll taxes and withholdings including, but not limited to those collected under
7 authority of the Federal Insurance Contributions Act ("FICA"), FUTA and/or SUTA on the portion
8 of any Participating Class Member's Settlement Share that constitutes wages. The Employee Taxes
9 will be withheld from and paid out of the Gross Settlement Amount.

10 28. "Employer Taxes" shall mean and refer to Defendant's share of corporate federal,
11 state and/or local payroll taxes that is owed on the portion of any Participating Class Member's
12 Settlement Share that constitutes wages. The Employer Taxes will be withheld from and paid out
13 of the Gross Settlement Amount. If the Court does not approve payment of Employer Taxes from
14 the Gross Settlement Amount, Defendant will pay the Employer Taxes separately from and in
15 addition to the Gross Settlement Amount.

16 29. "Enhancement Payment" means the amount to be paid to Class Representative, in
17 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
18 Group Members, and general release of claims, as set forth in Paragraph 66.

19 30. "Final Approval Hearing" means the hearing at which the Court will consider and
20 determine, *inter alia*, (1) the fairness, adequacy, and reasonableness of the Settlement, (2) the
21 Enhancement Payment to Plaintiff, and (3) the fees and costs of Class Counsel.

22 31. "Final Approval Order" or "Order of Final Approval" refers to the order of the Court
23 granting final approval of this Settlement and entering a judgment approving this Settlement on
24 substantially the same terms provided herein or as may be modified by subsequent agreement of the
25 Parties.

26 32. "Gross Settlement Amount" means the amount of Three Hundred Ninety-Five
27 Thousand Dollars and Zero Cents (\$395,000.00) to be paid by Defendant in full satisfaction of the
28 Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys' Fees

1 and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, Employee
2 Taxes, Employer Taxes, and Net Settlement Amount to be paid to the Participating Class Members.
3 Employer Taxes are included in the Gross Settlement Amount and shall be paid from the Gross
4 Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross
5 Settlement Amount will return to Defendant. The Gross Settlement Amount is subject to increase,
6 as provided in Paragraph 69.

7 33. "Individual PAGA Payment" means the *pro rata* share of the PAGA Group Payment
8 that a PAGA Group Member may be eligible to receive under the PAGA Settlement, to be calculated
9 in accordance with Paragraph 71.

10 34. "Individual Settlement Payment" means the net payment of each Participating Class
11 Member's Individual Settlement Share, after reduction for the employer's and employee's share of
12 taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as
13 provided in Paragraph 35.

14 35. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
15 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
16 in accordance with Paragraph 69.

17 36. "Individual Workweeks" shall mean the number of Workweeks for an individual
18 Class Member.

19 37. "LWDA Payment" shall mean the payment to the California Labor and Workforce
20 Development Agency ("LWDA") constituting seventy-five percent (75%) of the PAGA Amount.
21 Specifically, Fifteen Thousand Dollars (\$15,000.00), which shall constitute the LWDA's 75% share
22 of \$20,000.00 in civil penalties paid in exchange for the release of PAGA claims under this
23 Settlement. The remaining Five Thousand Dollars \$5,000.00 of the PAGA Amount shall be
24 distributed on a *pro rata* basis based upon the number of pay periods worked by each PAGA Group
25 Member ("PAGA Group Payment").

26 38. "Net Settlement Amount" means the portion of the Gross Settlement Amount that is
27 available for distribution to Class Members, which is the Gross Settlement Amount less: (a) the fees
28 and costs of the Administrator; (b) the PAGA Amount; (c) the Enhancement Payment of Plaintiff;

1 (d) Class Counsel's Fees and Costs; and (e) Employer Taxes and Employee Taxes.

2 39. "Notice of Objection" means a Class Member's written objection to the Settlement,
3 which must: (a) contain the case name and number of the Class Action; (b) contain the objector's
4 full name, signature, address, telephone number, and the last four (4) digits of the objector's Social
5 Security number; (c) contain a written statement of all grounds for the objection accompanied by
6 any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
7 upon which the objection is based; and (e) be returned by mail to the Administrator at the specified
8 address, postmarked on or before the Response Deadline.

9 40. "Order of Preliminary Approval" or "Preliminary Approval Order" refers to the order
10 of the Court granting preliminary approval of this Settlement.

11 41. "PAGA Amount" means the allocation of Twenty Thousand Dollars and Zero Cents
12 (\$20,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent
13 (75%) of the PAGA Amount, or \$15,000.00, will be paid to the LWDA (i.e., the LWDA Payment)
14 and the remaining twenty-five percent (25%), or \$5,000.00, will be distributed to the PAGA Group
15 (i.e., the PAGA Group Payment).

16 42. The "PAGA Group" shall mean all persons who worked for Defendant within the
17 State of California and were assigned to Defendant's client, Adobe, Inc., at any time during the
18 PAGA Period.

19 43. "PAGA Group Member" shall mean an individual who is a member of the PAGA
20 Group (or if any such person is incompetent, deceased, or unavailable due to military service, the
21 person's legal representative or successor in interest evidenced by reasonable verification).

22 44. "PAGA Group Payment" means the 25% portion of the PAGA Amount that is to be
23 paid on a *pro rata* basis as Individual PAGA Payments to PAGA Group Members under the PAGA
24 Settlement, each Individual PAGA Payment to be calculated in accordance with Paragraph 71.

25 45. "PAGA Period" means the period from November 28, 2022, through December 31,
26 2024.

27 46. "PAGA Settlement" means the settlement and resolution of the PAGA Action and
28 all Released PAGA Claims.

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

48. “Parties” refers to Plaintiff and Defendant.

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

50. “Plaintiff” refers to Plaintiff Jeanne Boudreau.

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

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

53. “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 in Paragraph 86, as against Defendant.

54. “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. “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”).

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

7 57. “Settlement” or “Settlement Agreement” refer to this Joint Stipulation of Settlement.

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

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

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

22 60. Consolidation of Class Action and PAGA Action. Promptly upon the full execution
23 of this Settlement Agreement, the Parties shall file a joint stipulation for Plaintiff to file an amended
24 complaint in the Class Action that effectively consolidates the claims and allegations of the PAGA
25 Action into the Class Action for the purpose of Court approval of the Settlement and to dismiss
26 Adobe Inc. and Adobe Systems Incorporated from the PAGA Action.

27 61. Motion for Preliminary Approval. Promptly upon consolidation of the Class Action
28 and PAGA Action, Plaintiff shall apply 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; and (g) 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.

62. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement prior to, or upon filing the motion for preliminary approval of the Settlement.

D. CONSIDERATION FOR THE SETTLEMENT

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

64. Allocation of the Gross Settlement Amount.

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

- (a) Up to \$7,500 for the fees and costs of the Administrator.
- (b) \$15,000.00 payment to the LWDA under PAGA.
- (c) \$5,000.00 for payment to the PAGA Group Members.
- (d) \$10,000.00 Enhancement Payment to Plaintiff.
- (e) Up to \$30,000.00 payment to Class Counsel for declared costs.

1 (f) Estimated \$138,250.00 payment to Class Counsel for attorneys' fees.

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

3 65. Attorneys' Fees and Costs.

4 Defendant agrees not to oppose or impede any application or motion by Class Counsel for
5 attorneys' fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
6 \$138,250.00 if the Gross Settlement Amount is \$395,000.00) and reimbursement of actual costs and
7 expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not
8 to exceed Thirty-Thousand Dollars and Zero Cents (\$30,000.00), both of which will be paid out of
9 the Gross Settlement Amount from the QSF. These amounts will cover any and all work performed
10 and any and all costs incurred by Class Counsel in connection with the litigation of the Action,
11 including without limitation all work performed and costs incurred to date, and all work to be
12 performed and all costs to be incurred in connection with obtaining the Court's approval of this
13 Settlement Agreement, including any objections raised and any appeals necessitated by those
14 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
15 compensation for tax purposes and for paying any taxes on the amounts received. The Administrator
16 shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of
17 the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be
18 reallocated to the Net Settlement Amount for the benefit of the Class Members.

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

1 Participating Class Members in accordance with the terms of the Settlement.

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

8 66. Enhancement Payment.

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

22 67. PAGA Amount.

23 Subject to approval by the Court, the Parties agree that the amount of Twenty Thousand
24 Dollars and Zero Cents (\$20,000.00) shall be allocated from the Gross Settlement Amount toward
25 penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e.,
26 the PAGA Amount), of which seventy-five percent (75%), or \$15,000.00, will be paid to the LWDA
27 (i.e., the LWDA Payment) and twenty-five percent (25%), or \$5,000.00, will be distributed to PAGA
28 Group Members (i.e., the PAGA Group Payment) on a *pro rata* basis, based on the total number of

1 Pay Periods worked by each PAGA Group Member during the PAGA Period (i.e., the Individual
2 PAGA Payments). The Parties believe that the PAGA Amount is reasonable and sufficient under
3 the circumstances and serves the punitive and deterrent purposes of the PAGA.

4 68. Administrator Costs.

5 The Administrator will be paid for the reasonable costs of administration of the Settlement
6 and distribution of payments under the Settlement, which is currently estimated not to exceed Seven
7 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). These costs will be paid out of the
8 Gross Settlement Amount from the QSF, subject to Court approval. To the extent the actual
9 Administrator's costs are greater than the estimated amount stated herein, such excess amount will
10 be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of
11 the estimated, designated, and/or awarded Administration Costs which are not in fact required to
12 fulfill payment to the Administrator to undertake the required settlement administration duties shall
13 be reallocated to the Net Settlement Amount for the benefit of the Participating Class Members.

14 69. Escalator Clause.

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

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

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

1 to receive.

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

6 71. Individual PAGA Payment Calculations. Individual PAGA Payments will be
7 calculated and apportioned from the PAGA Group Payment based on the PAGA Group Member's
8 number of Pay Periods, as follows: The Administrator will divide the PAGA Group Payment, i.e.,
9 25% of the PAGA Amount, by the Pay Periods of all PAGA Group Members to yield the "Pay
10 Period Value," and multiply each PAGA Group Member's individual Pay Periods by the Pay Period
11 Value to yield each PAGA Group Member's Individual PAGA Payment.

12 72. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments.

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

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

27 73. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defense Counsel do not
28 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or

1 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff,
2 Participating Class Members, and PAGA Group Members are not relying on any statement,
3 representation, or calculation by Defendant, the Administrator, or Class Counsel in this regard.
4 Plaintiff, Participating Class Members, and PAGA Group Members understand and agree that
5 Plaintiff, Participating Class Members, and PAGA Group Members will be solely responsible for
6 the payment of any taxes and penalties assessed on the payments described in this Settlement
7 Agreement. Plaintiff, Participating Class Members, and PAGA Group Members should consult with
8 their tax advisors concerning the tax consequences of any payment they receive under the
9 Settlement.

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

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

20 **E. ADMINISTRATION OF THE SETTLEMENT**

21 76. Duties of the Administrator.

22 The Administrator shall perform the duties required by this Settlement by, among other
23 things, and without limitation, (i) receiving and updating through normal and customary procedures
24 the list of Class Members to be produced by Defendant, so that it is updated prior to the mailing of
25 the Class Notice, (ii) populating, printing and mailing the Court-approved Class Notice, (iii)
26 establishing and maintaining a settlement website in the manner described below, (iv) responding
27 to Class Member inquiries as appropriate, (v) performing necessary additional skip traces on any
28 notices and/or checks returned as undeliverable, (vi) calculating the Settlement Shares of the

1 Participating Class Members, (vii) resolving disputes during the administration process in the
2 manner described below, (viii) reporting to Class Counsel and Defense Counsel regarding
3 administration of the Settlement, (ix) establishing the QSF in the manner described below, (x)
4 preparing and mailing settlement checks to the Participating Class Members, (xi) preparing and
5 mailing the Court-approved payments to itself, the LWDA, the Class Representative, and Class
6 Counsel, (xii) issuing to Plaintiff, Class Members, PAGA Group Members, and Class Counsel any
7 tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts
8 paid pursuant to this Agreement, (xiii) preparing all appropriate tax forms required in connection
9 with the payments called for by this Settlement and remitting those forms and all required payments
10 to the appropriate governmental agencies, (xiv) providing weekly reports to counsel for the Parties;
11 (xv) preparing a final report and declaration summarizing the administration of the Settlement, and
12 (xvi) generally performing all normal and customary duties associated with the administration of
13 such settlements.

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

22 77. Establishing the Qualified Settlement Fund.

23 The Parties understand and agree that: (1) the Gross Settlement Amount will qualify and be
24 characterized as a Qualified Settlement Fund ("QSF") under the provisions of Treasury Regulation
25 Sections 1.468B-1 and 1.468B-5 with the purpose of resolving and/or satisfying the claims raised
26 in this Settlement Agreement, (2) the QSF will be taxed as a separate entity for purposes of all
27 federal, state, and local taxes, (3) the Parties shall treat the QSF on a basis consistent therewith for
28 all tax purposes (and, for the avoidance of doubt, this Settlement Agreement shall be interpreted

consistently therewith), (4) the QSF will be characterized as the employer of all Participating Class Members for purposes of determining all tax obligations (including withholding obligations), if any, associated with any and all payments under this Settlement, and (5) the QSF will bear full and sole responsibility (including the preparation and submission of necessary tax forms) for all withholding taxes associated with the QSF and settlement funds under this Settlement Agreement, in addition to any income taxes with respect to the earnings within the QSF and tax requirements relating to payments from the QSF. Any interest accrued by the QSF shall inure to the benefit of the Participating Class Members. All taxes (if any, including any interest and penalties) arising with respect to income earned by the QSF shall be paid from the QSF. All expenses and costs incurred in connection with the operation and implementation of this section (including without limitation, expenses of attorneys and/or accountants and mailing and distribution of expenses related to filing (or failing to file) any necessary tax returns) shall be paid from the QSF. For the avoidance of doubt, Defendant shall have no obligations with respect to the administration of the QSF, except as expressly provided under this Paragraph 77.

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

78. Delivery of Class List. Within fourteen (14) calendar days of the Preliminary Approval Order, Defendant will provide to the Administrator the "PAGA Group Data" and "Class Members' Data," which shall consist of an electronic database containing (i) each Class Member's first and last name, (ii) last known mailing address, (ii) the Class Member's Social Security number or Tax ID, (iii) the Class Member's employee identification number, if applicable, based on Defendant's payroll records, (iv) the Class Member's total number of Individual Workweeks, and (v) PAGA Group Members' total number of Individual Pay Periods (collectively, the "Class List"). If any or all of the information needed for the Class List is unavailable to Defendant, Defendant will so inform Class Counsel prior to the date on which Defendant is required to submit the complete Class List to the Administrator and the Parties will make their best efforts to reconstruct or otherwise

1 agree upon the Class List contents prior to when it must be submitted to the Administrator. If the
2 Parties are unable to agree, the dispute will be resolved by the Administrator as provided in
3 Paragraph 81. This information will otherwise remain confidential and will not be disclosed to
4 anyone, including counsel for Plaintiff, except as required to applicable taxing authorities, and
5 except as required to carry out the reasonable efforts to identify Class Member/PAGA Group
6 Member information as described in this Paragraph 81, pursuant to Defendant's express written
7 authorization, or by order of the Court.

8 79. Notice by First-Class U.S. Mail.

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

23 80. Procedures for Challenges.

24 A Class Member may, before the Response Deadline, dispute the amount of his or her
25 Individual Settlement Share, and the data used to calculate it, by timely sending a written notice to
26 the Administrator informing the Administrator of the nature of the dispute and providing any records
27 or documentation supporting their position. In response to such a challenge, Defendant will first
28 verify the accuracy of the information contained in its records. Next, Class Counsel and Defense

1 Counsel will make a good faith effort to resolve the dispute informally. If Class Counsel and
2 Defense Counsel are unable to agree, the dispute shall be resolved by the Administrator after
3 examination of the records provided by the Class Member and Defendant. The Administrator's
4 determination will be bind the Parties, unless the Court reviews and modifies the Administrator's
5 determination. Accordingly, the Court retains authority to review and modify any decision by the
6 Administrator, and the Court's decision will be final and binding.

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

20 81. Dispute Resolution.

21 The Administrator shall have the initial responsibility for resolving any disputes that arise
22 during the administration of the Settlement including, without limitation, disputes regarding whether
23 a Class Member is entitled to a Settlement Share and, if so, the amount thereof. In resolving such
24 disputes, Defendant's employment records shall be presumed accurate and correct, and shall be final
25 and binding unless the information submitted by the individual (e.g., time records, wage statements,
26 employment records, etc.) proves otherwise. In the event that the Administrator cannot resolve a
27 dispute based upon a review of Defendant's records, the Administrator will schedule a call with
28 Class Counsel and Defense Counsel to discuss and resolve the dispute. After such call, the

1 Administrator will resolve the dispute and such determination will be final and binding on the Class
2 Member. However, the Court retains the authority to review and modify any decision by the
3 Administrator, and the Court's decision will be final and binding.

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

5 82. Right of Class Members to Opt-Out of Settlement.

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

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

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

1 83. Right of Class Members to Object to Settlement.

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

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

16 84. Binding Effect on Participating Class Members.

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

19 **G. RELEASES**

20 85. Released Class Claims.

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

27 (a) All causes of action and claims that were alleged in the Class Action or
28 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, 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").

(b) 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.

86. Released PAGA Claims.

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 Action based on the facts alleged in the PAGA Complaint, planned amended complaint to be filed in the Class Action under the terms of this Settlement, and the PAGA Letter against the Released Parties for civil penalties pursuant to the PAGA that were alleged or reasonably could

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

12 87. Plaintiff's General Release and Civil Code Section 1542 Release.

13 As of the Effective Date and the date the QSF is funded, in exchange for the consideration
14 set forth in this Settlement Agreement, Plaintiff shall release all claims against Released Parties,
15 including all claims alleged in the Action, and be bound by a Civil Code Section 1542 release and
16 waiver of all claims known and unknown, without exception, except as may be prohibited by law.
17 This specifically excludes claims for unemployment insurance, disability, Social Security, and
18 workers' compensation (except for claims pursuant to California Labor Code Sections 132a and
19 4553). Section 1542 of the Civil Code provides:

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

25 Plaintiff hereby acknowledges that she may hereafter discover claims or facts in addition to
26 or different from those which Plaintiff now knows or believes to exist with respect to the subject
27 matter of this General Release and which, if known or suspected at the time of executing this General
28 Release, may have materially affected this Settlement. Nonetheless, Plaintiff hereby waives any

1 right, claim or cause of action that might arise as a result of such different or additional claims or
2 facts. Plaintiff acknowledges that she understands the significance and consequence of such release
3 and such specific waiver of Section 1542.

4 88. No Publicity.

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

9 89. No Admission of Liability.

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

18 **H. FINAL SETTLEMENT APPROVAL**

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

28 (a) Approving the Settlement, adjudging the terms thereof to be fair,

1 reasonable, and adequate, and directing consummation of its terms and provisions;

2 (b) Approving payment to the Administrator;

3 (c) Approving the Enhancement Payment to the Plaintiff for her service as
4 Class Representative;

5 (d) Approving Class Counsel's application for fees and costs;

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

9 (f) Entering judgment in this Class Action (consolidated with the PAGA
10 Action) consistent with the terms of this Settlement ("Judgment"); and

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

14 91. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.

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

27 **I. TERMINATION OF THE SETTLEMENT**

28 92. Grounds for Termination of Settlement.

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

13 93. Defendant's Right to Terminate the Settlement.

14 Notwithstanding any other provision in this Settlement, if 10% or more of the Class
15 Members opt-out of the Settlement, Defendant shall have the right, in its sole discretion, to rescind,
16 nullify, and terminate the Settlement within 15 calendar days after the expiration of the Response
17 Deadline. The Administrator shall notify Defense Counsel and Class Counsel via email
18 immediately, and no later than three calendar days after expiration of the Response Deadline, if the
19 10% threshold for opt-outs is exceeded. Defense Counsel will confer with Class Counsel before
20 exercising Defendant's right to terminate the Settlement. If Defendant exercises this right, however,
21 it shall be responsible for the reasonable fees and costs of the Administrator to that point.

22 **J. MISCELLANEOUS TERMS**

23 94. Mutual Cooperation.

24 The Parties agree to fully cooperate with each other to accomplish the terms of this
25 Settlement Agreement, including but not limited to, executing and amending such documents and
26 taking such other actions as may reasonably be necessary to implement the terms of this Settlement
27 Agreement. The Parties shall use their best efforts, including all efforts contemplated by this
28 Settlement Agreement and any other efforts that may become necessary by order of the Court, or

1 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Neither party, nor
2 their counsel, employees, or agents, shall solicit or encourage any Class Member to exclude
3 themselves from the Settlement, object to the Settlement, or decline to opt into the Settlement.

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

7 95. Modification.

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

14 96. Integration Clause.

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

21 97. Class Counsel Signatures.

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

28 ///

98. 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.

99. 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

100. Choice of Law.

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

101. 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

1 Settlement Agreement. Each Party has been represented by counsel in the settlement negotiations
2 leading up to, and in connection with the preparation and execution of, this Settlement Agreement.
3 The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement
4 Agreement so that it shall not be deemed to have been prepared or drafted by one Party or another.
5 All Parties waive the provisions of California Civil Code section 1654 (and any other equivalent
6 state, federal, or local provision), which provides, in part, that “the language of a contract should be
7 interpreted most strongly against the Party who caused the uncertainty to exist.”

8 102. Captions.

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

12 103. Continuing Jurisdiction.

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

19 104. Execution in Counterparts.

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

24 105. Authority.

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

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

IT IS SO AGREED.

[Signatures on following page]

PLAINTIFF JEANNE BOUDREAU

Dated: 07/29/2025



Jeanne Boudreau

DEFENDANT INTELLISWIFT SOFTWARE, LLC

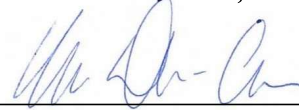
Dated: _____

Full Name: _____
Title: _____
On behalf of Intelliswift Software, LLC

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 07/29/2025



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
Raef J. Cogan
*Attorneys for Defendant Intelliswift
Software, LLC*

JMBM
Jeffer Mangels
Butler & Mitchell LLP

PLAINTIFF JEANNE BOUDREAU

Dated: _____

Jeanne Boudreau

DEFENDANT INTELLISWIFT SOFTWARE, LLC

Dated: 8/7/2025 | 7:03:31 AM PDT

Signed by:

Saurabh Atre

8091D6AD2A534EA...

Full Name: Saurabh Atre

Title: Chief Segment Officer, Head-Intelliswift

On behalf of Intelliswift Software, LLC

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish

Barbara DuVan-Clarke

Annabel Blanchard

*Attorneys for Plaintiff Jeanne Boudreau
and Proposed Class Counsel*

**JEFFERS MANGELS BUTLER &
MITCHELL LLP**

Dated: 8/7/2025

[Signature]

R. Scott Brink

Taylor N. Burras

Raef J. Cogan

*Attorneys for Defendant Intelliswift
Software, LLC*

EXHIBIT 4

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Mié 13 Ago 2025 10:52

Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

08/13/2025 10:52:15 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 08/13/2025 10:52:15 AM your Proposed Settlement was successfully processed for case number LWDA-CM-996559-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>