

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Annabel Blanchard FIRM NAME: Blackstone Law, APC STREET ADDRESS: 8383 Wilshire Blvd, Suite 745 CITY: Beverly Hills TELEPHONE NO.: (310) 622-4278 EMAIL ADDRESS: ablanchard@blackstonepc.com ATTORNEY FOR (name): Plaintiff Jeanne Boudreau SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister St. MAILING ADDRESS: 400 McAllister St. CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse	STATE BAR NUMBER: 258135 STATE: CA ZIP CODE: 90211 FAX NO.: (855) 786-6356 FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Jeanne Boudreau DEFENDANT/RESPONDENT: Adobe Inc. et al.	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: CGC-23-611128

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): April 30, 2026
2. A copy of the judgment, decree, or order is attached to this notice.

Date: May 4, 2026

Annabel Blanchard

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)*Annabel Blanchard*

(SIGNATURE)

FILED
Superior Court of California
County of San Francisco

APR 30 2026

CLERK OF THE COURT

BY: Sam Kane
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

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

Plaintiff,

v.

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

Defendants.

Case No. CGC-23-611128

ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL AND
APPROVING ATTORNEY'S FEES, COSTS,
AND A SERVICE AWARD

Before the court is an unopposed motion by plaintiff Jeanne Boudreau for final approval of the \$395,000 settlement of wage-and-hour claims, including a claim under PAGA, reached with defendant Intelliswift Software, Inc.¹ along with a request for approval of attorney's fees, costs, and a service award. The motion was heard on April 30, 2026, at 9:00 a.m. in Department 613, the Honorable Jeffrey S. Ross presiding. Annabel Blanchard (Blackstone Law APC) appeared for plaintiff. Taylor Burras (Jeffer Mangels Butler & Mitchell LLP) appeared for defendant. IT IS HEREBY ORDERED that the motion for final approval is **GRANTED** with approved attorney's fees of **\$118,500**, costs of **\$21,421.56**, and a service award of **\$5,000**. A compliance hearing is **RESERVED** for **December 18, 2026, at 9:00 a.m.** with an interim compliance statement containing an accounting of all settlement funds due by **June 30, 2026**, and an updated compliance statement due by **December 11, 2026**. The court otherwise **ORDERS** as follows:

1. Except as otherwise specified here, the court adopts and incorporates by reference the terms and

¹ The amended settlement agreement inadvertently referenced "Intelliswift Software LLC." The parties submitted an addenda confirming defendant Intelliswift Software, Inc. is the counterparty to the operative settlement agreement.

1 definitions of the amended settlement agreement.

2 2. The following Settlement Class is certified for settlement purposes (ASA, §§ 17, 21): “*All non-*
3 *exempt, hourly-paid individuals who worked for Defendant within the State of California and were*
4 *assigned to Defendant’s client, Adobe, Inc., at any time during the Class Period,” which is the period*
5 *from December 15, 2019, through December 31, 2024.*

6 3. The court finds that the Settlement Class meets the requirements for certification under Code of
7 Civil Procedure section 382 because: (1) the proposed Settlement Class is numerous and ascertainable;
8 (2) common questions of law and fact predominate; (3) plaintiff’s claims are typical of the claims of the
9 members of the proposed Settlement Class; and (4) a class action is superior to other methods to
10 efficiently adjudicate this controversy.

11 4. The notice and plan of distribution approved by this court met the requirements of due process
12 and constituted the best notice practicable under the circumstances. As set forth in the declaration of
13 Norma Ayala, Apex Class Action, LLC distributed notice in compliance with this court’s preliminary
14 approval order and the settlement agreement. The court finds the administration process to date was
15 adequate and comported with due process, reaching all class members (Ayala Decl., ¶ 10).

16 5. No class members requested to exclude themselves from the settlement. (Ayala Decl., ¶ 11.)

17 6. No class members objected to the settlement. (Ayala Decl., ¶ 12.)

18 7. The court has considered the *Dunk/Kullar* factors and finally approves the settlement as a fair,
19 adequate, and reasonable settlement.

20 8. The court hereby approves payment of administration expenses to Apex Class Action, LLC in
21 the amount of **\$6,990**. Apex shall continue to serve as settlement administrator and shall, *inter alia*,
22 disburse payments to class members, aggrieved employees, and the LWDA in accordance with the terms
23 of the settlement agreement and this final approval order.

24 9. For settlement purposes only, Jeanne Boudreau is appointed as class representative. The court
25 approves an award of **\$5,000** for plaintiff’s service to the class. (See generally *Cellphone Termination Fee*
26 *Cases* (2010) 186 Cal.App.4th 1380, 1394–95.) The court reviewed the declaration of Jeanne Boudreau
27 and her request for \$10,000 based on 40 to 50 hours in which she fully complied with her counsel’s
28

1 requests by consulting, obtaining and providing documents, and reviewing the settlement agreement. She
2 does not state that she was deposed or attended the mediation. The court appreciates her contributions to
3 the class.

4 **10.** For settlement purposes only, Blackstone Law, APC is appointed as Class Counsel.

5 **11.** The court authorizes reimbursement of class counsel's expenses in the amount of **\$21,421.56**.

6 **12.** Plaintiff seeks an award of attorney's fees in the amount of 35 percent of the fund (\$138,250).

7 The court recounts the case's history to explain why the amount is not justified. The parties filed a notice
8 of settlement on January 15, 2025, and advised the court that they needed 120 days to finalize their
9 settlement agreement and to file the motion for preliminary approval. In response the court reserved July
10 11, 2025, to hear the motion for preliminary approval. The parties requested a continuance, and, on May
11 28, 2025, the court ordered plaintiff to file the motion for preliminary approval by July 31, 2025 and
12 continued the hearing to August 22, 2025. Again, at the parties' request, the court continued the date for
13 plaintiff to file the motion for preliminary approval to September 22, 2025, and continued the hearing to
14 December 4, 2025. On December 2, 2025, the court issued an order identifying concerns that precluded
15 granting preliminary approval, requested further briefing, and continued the hearing to December 17,
16 2025. The court granted preliminary approval on December 19, 2025.

17 At the hearing on preliminary approval the court expressed concern about the delays and failure to
18 provide a timely settlement agreement supported by a motion that the court could preliminarily approve
19 and stated it was unlikely to award 35 percent of the fund. Nevertheless, counsel renewed this request but
20 has not provided support to justify the fees. Plaintiff's supporting brief sets forth generic and conclusory
21 arguments without sufficient evidence as to why the requested fees should be approved. (Fee Mem. of Pts.
22 & Auth. at pp. 1:24–6:8.) The court addresses each in turn.

23 First, while plaintiff may have entered into a contingent fee agreement with counsel, plaintiff has
24 not submitted evidence that counsel was subject to risk, let alone substantial risk as a result. A review of
25 exhibit 2 to the declaration of Barbara Duvan-Clarke reflects that plaintiff conducted initial discovery,
26 engaged in mediation and resolved the dispute in January 2025.

27 Nor does the record does support plaintiff's claim that an elevated degree of skill or experience
28

1 was necessary to reach this settlement. There is nothing in the record to distinguish this case from the
2 other settlements of PAGA and class action wage-and-hour cases and their attendant settlements in cases
3 brought by Blackstone Law, APC and other firms.

4 The conclusory assertion that class members will receive a “significant award” in a relatively short
5 period of time is unsupported. No evidence is cited to support the characterization of the settlement
6 payments, and this case has been pending for nearly three years without any motions practice or appeals
7 which would justify the delays in resolution and settlement approval. While the court understands that the
8 risks of litigation and the need to reach agreement with the defendant necessarily results in a settlement
9 which is a percent of the total exposure, the declaration of Bennett Berger calculates potential exposure of
10 \$3,508,191. The settlement of \$395,000 is approximately 11 percent of the estimated exposure.

11 Next, counsel’s claim that it had to “consider its workload” when deciding to take on this case is
12 unsupported by the record. There is no evidence that undertaking this action precluded counsel from
13 pursuing other wage-and-hour cases or other matters.

14 Plaintiff also argues that the requested award is reasonable based on a lodestar calculation. (Fee
15 Mem. of Pts. & Auth. at pp. 6:9–8:18.) Plaintiff asserts the fees calculated using the lodestar method
16 amount to \$186,744.00, which is more than the amount she is requesting. The lodestar is predicated on the
17 number of hours devoted to the case and the hourly rates. For the reasons stated above the court does not
18 find justification for many of the hours expended between January 15, 2025, and December 17, 2025,
19 when the settlement was preliminarily approved. The declaration of Barbara Duvan-Clarke reflects five
20 lawyers working on this relatively straightforward settlement suggesting duplication of effort. Nor is there
21 evidence that the types of tasks and work performed required the skill and experience of lawyers billing at
22 hourly rates, ranging from \$750 to \$1,295. The court is not persuaded that the hours spent and the hourly
23 rates used to calculate the lodestar are reasonable given the substantial duplication of efforts and the work
24 product.

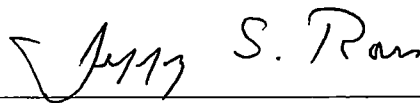
25 Based on the court’s analysis, attorneys’ fees in the amount of **\$118,500**, representing **30 percent**
26 of the settlement, when cross-checked against the court’s lodestar calculation, is a reasonable fee and will
27 be awarded.

1 **13.** The court reserves a compliance hearing for **December 18, 2026, at 9:00 a.m.** No later than
2 **December 11, 2026**, the parties shall submit a compliance statement setting forth an updated accounting
3 of funds, including the number and value of any uncashed settlement checks, and any other matters the
4 parties need to bring to the court's attention. The compliance statement must be accompanied by a
5 declaration from a representative of Apex. The parties must also submit an interim compliance statement
6 setting forth all disbursements made by **June 30, 2026**.

7 **14.** Class Counsel shall serve the LWDA with a copy of this order within **5 court days**.

8 **15.** Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the California Rules
9 of Court—and without impacting the finality of this order—the court retains jurisdiction over plaintiff, all
10 members of the Settlement Class, and defendant for the purpose of supervising the implementation,
11 enforcement, construction, administration, and interpretation of the settlement agreement and this order.

12
13 Dated: April 30, 2026



JEFFREY S. ROSS
Judge of the Superior Court

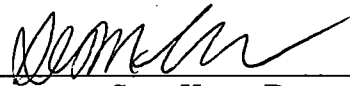
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On April 30, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: April 30, 2026

Brandon E. Riley, Court Executive Officer

By: _____
Sean Kane, Deputy Clerk

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I, Bany Funez, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On May 1, 2026, I served a copy of the following document(s):

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

On the interested parties as follows:

JEFFER MANGELS BUTLER &
MITCHELL LLP
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Facsimile: (310) 203-0567

Attorneys for Defendant
INTELLISWIFT SOFTWARE, INC..

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

State of California, Labor & Workforce Development Agency

Web URL:

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

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

☒ **STATE:**

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

Executed on May 4, 2026 at Beverly Hills, California.

/s/ Bany Funez

Bany Funez