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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

**[PROPOSED] ORDER GRANTING
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

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[PROPOSED] ORDER

On December 4, 2025 at 11:00 a.m. in Department 606 of the above-captioned Court located at 400 McAllister Street, San Francisco, California 94102, Plaintiff Jeanne Boudreau’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Jeffery S. Ross. Blackstone Law, APC appeared on behalf of Plaintiff and Jeffer Mangels Butler & Mitchell LLP appeared on behalf of Defendant Intelliswift Software LLC (“Defendant”).

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Settlement (“Settlement” or “Settlement Agreement”) attached as “Exhibit 3” to the Declaration of Annabel Blanchard in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court’s determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys’ Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration Costs, and payments to the Class Members and PAGA Group Members provided for in the Settlement

1 Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be
2 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being
3 granted as part of the Settlement and preliminarily finds that the monetary settlement awards made
4 available to the Class Members and PAGA Group Members are fair, adequate, and reasonable when
5 balanced against the probable outcome of further litigation relating to certification, liability, and
6 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

7 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
8 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
9 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
10 (b) common questions of law and fact predominate, and there is a well-defined community of interest
11 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
12 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
13 protect the interests of the members of the Class; (e) a class action is superior to other available
14 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
15 counsel for Plaintiff in her individual capacity and as the representative of the Class.

16 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
17 follows:

18 All non-exempt, hourly-paid individuals who worked for Defendant within the
19 State of California and were assigned to Defendant's client, Adobe, Inc., at any
time during the Class Period.

20 (The Class Period is defined as the period from December 15, 2019, through
21 December 31, 2024)

22 7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke,
23 Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as counsel for
24 the Class ("Class Counsel").

25 8. The Court provisionally appoints Plaintiff Jeanne Boudreau as the representative of the
26 Class ("Class Representative").

27 9. The Court provisionally appoints Apex Class Action, LLC to handle the administration
28 of the Settlement ("Administrator").

10 10. The Court grants Plaintiff leave to file the Second Amended Class Action Complaint

for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code Section 2698, Et Seq., attached hereto as **Exhibit 2**.

11. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the Administrator the “PAGA Group Data” and “Class Members’ Data,” which shall consist of an electronic database containing each Class Member’s first and last name, last known mailing address, the Class Member’s Social Security number or Tax ID, the Class Member’s employee identification number, if applicable, based on Defendant’s payroll records, the Class Member’s total number of Individual Workweeks, and PAGA Group Members’ total number of Individual Pay Periods (collectively referred to as the “Class List”) in conformity with the Settlement Agreement.

12. The Court approves, both as to form and content, the Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by submitting a Workweeks Dispute, and opportunity to object to the Class Settlement by submitting a Notice of Objection to the Administrator. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice in First-Class U.S. Mail to all Class Members within ten (10) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

13. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity with the requirements set forth in the Class Notice, to the Administrator, postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the

1 Administrator to Class Members (“Response Deadline”). Class Members who are sent a re-mailed
2 Class Notice shall have their Response Deadline extended by ten (10) calendar days beyond the
3 original Response Deadline (“Extended Response Deadline”). Any such person who timely and
4 validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any
5 recovery under the Class Settlement and will not be bound by the Class Settlement or have any right
6 to object, appeal, or comment thereon. Nevertheless, all PAGA Group Members will be bound by the
7 PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a
8 Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion
9 (i.e., Participating Class Members) shall be bound by the Settlement Agreement and any final
10 judgment based thereon.

11 14. A Final Approval Hearing shall be held before this Court on
12 _____ at _____ a.m./p.m. in Department 606 of the San Francisco
13 County Superior Court, located at 400 McAllister Street, San Francisco, California 94102, to
14 determine all necessary matters concerning the Settlement, including: whether the proposed settlement
15 of the action on the terms and conditions provided for in the Settlement is fair, adequate, and
16 reasonable and should be finally approved by the Court; whether a judgment, as provided in the
17 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should
18 be approved as fair, adequate, and reasonable to the Class Members and PAGA Group Members; and
19 determine whether to approve the requests for the Attorneys’ Fees and Costs, Enhancement Payment,
20 Settlement Administration Costs, and allocation for the PAGA Amount.

21 15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys’
22 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the
23 appropriate declarations and supporting evidence, including the Administrator’s declaration, by
24 _____, to be heard at the Final Approval Hearing.

25 16. To object to the Class Settlement, a Class Member must submit their Notice of
26 Objection to the Administrator on or before the Response Deadline. The Notice of Objection must be
27 signed and must contain the information that is required, as set forth in the Class Notice, including and
28 not limited to the grounds for the objection. Class Members, individually or through counsel, may

1 also present their objection orally at the Final Approval Hearing, regardless of whether they have
2 submitted a Notice of Objection.

3 17. In the event the Settlement does not become effective in accordance with the terms of
4 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
5 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
6 the parties shall revert back to their respective positions as of before entering into the Settlement
7 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
8 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

9 18. The Court reserves the right to adjourn or continue the date of the Final Approval
10 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
11 Members and retains jurisdiction to consider all further applications arising out of or connected with
12 the Settlement.

13 **IT IS SO ORDERED.**

14 Dated: _____

Honorable Jeffery S. Ross
Judge of the Superior Court

EXHIBIT 1

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

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

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

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

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

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

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

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

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

1. WHAT IS THE ACTION ABOUT?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- j) PAGA Release. As of the Effective Date and the date the QSF is funded, each PAGA Group Member, and without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Released Parties from the Released PAGA Claims (defined below), which accrued during the PAGA Period. The Released PAGA Claims include: any and all claims, demands, rights, liabilities, and causes of action that were or reasonably could have been asserted in the 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 have been alleged under the Labor Code, state or local wage and hour laws and Wage Orders, whether known or unknown, based

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

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

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

5. HOW WILL I GET PAID?

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

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

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

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

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

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

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

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 606 of the San Francisco County Superior Court's Civil Center Courthouse, located at 400 McAllister Street, San Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement

and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally, or you may also be able to attend virtually by contacting Department 606 of the San Francisco County Superior Court and request to make a virtual appearance. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

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

Class Counsel:

Jonathan M. Genish, Esq.
Barbara DuVan-Clarke, Esq.
Danielle GruppChang, Esq.
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dgruppchang@blackstonepc.com
pjvanert@blackstonepc.com
abanchard@blackstonepc.com

Administrator:

Name of Company: Apex Class Action, LLC
Email Address:
Mailing Address:
Telephone:
Fax Number:

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

Jonathan M. Genish (State Bar No. 259031)
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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

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

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

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

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

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

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

TENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 2699, ET SEQ.

(Against All Defendants and DOES 1 – 25)

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

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

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

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

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

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

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

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

PRAYER FOR RELIEF

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

3 **Class Certification**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 **As to the Fourth Cause Action**

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eight Cause of Action

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 DATED: Sept. 11, 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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