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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

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

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

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT 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, pursuant to California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiff Jeanne Boudreau ("Plaintiff") will and hereby does move the Court for an Order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiff and Defendant Intelliswift Software LLC ("Defendant").

Plaintiff requests that the Court enter an Order:

1. Preliminarily approving 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 ("Blanchard Decl.");

2. Certifying the Class for Settlement purposes;

3. Appointing Plaintiff Jeanne Boudreau as the Class Representative for Settlement purposes;

4. Appointing Jonathan M. Genish, Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for Settlement purposes;

5. Granting 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 as "Exhibit 2" to the Proposed Order;

6. Approving the proposed Notice of Class Action Settlement ("Class Notice"), attached as Exhibit A to the Settlement Agreement, to be mailed to the Class;

7. Approving the opt-out and objection procedures provided in the Settlement Agreement and set forth in the Class Notice;

8. For each Class Member, directing Defendant to furnish 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 to the Administrator within fourteen (14) calendar days after entry of the order

granting preliminary approval of the Settlement;

9. Approving the proposed deadlines for the settlement administration process; and

10. Setting a Final Approval Hearing.

Pursuant to California Labor Code section 2699(1)(2), on August 13, 2025, a copy of the Settlement was submitted to the California Labor and Workforce Development Agency ("LWDA") via online submission through the LWDA's website. (Blanchard Decl., ¶ 48 and Exh. 4).

This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the Declaration of Annabel Blanchard, the Declaration of Plaintiff Boudreau, the Declaration of the Administrator (Sean Hartranft of Apex Class Actions, LLC), the pleadings and other records on file with the Court in this matter, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Respectfully submitted,

Dated: September 11, 2025

BLACKSTONE LAW, APC

By: A. Blanchard
Annael Blanchard
Attorneys for Plaintiff Jeanne Boudreau

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Jeanne Boudreau ("Plaintiff") seeks preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") entered into between Plaintiff and Defendant Intelliswift Software LLC ("Defendant") (together, with Plaintiff, the "Parties"). (Declaration of Annabel Blanchard in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ["Blanchard Decl."], Exh. 3). The Settlement terms are outlined as follows:

- Class Size: Approximately 127 individuals.
- Gross Settlement Amount: Three Hundred Ninety-Five Thousand Dollars and Zero Cents ($395,000.00).
- Attorneys' Fees and Costs: Attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount ($138,250.00 if the Gross Settlement Amount is $395,000.00) plus actual litigation costs and expenses not to exceed Thirty-Thousand Dollars and Zero Cents ($30,000.00), to be paid from the Gross Settlement Amount.
- Enhancement Payment: Ten Thousand Dollars and Zero Cents ($10,000.00), to be paid from the Gross Settlement Amount.
- Settlement Administration Costs: Not to exceed Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00), to be paid from the Gross Settlement Amount.
- PAGA Amount: Twenty Thousand Dollars and Zero Cents ($20,000.00) from the Gross Settlement Amount, 75% of which will be paid to the Labor and Workforce Development Agency ("LWDA") and the remaining 25% to be paid to the PAGA Group Member.
- Estimated Net Settlement Amount: One Hundred Eighty Nine Thousand Two Hundred Fifty Dollars and Zero Cents ($189,250.00) to be distributed to Class Members.

As set forth herein, the Settlement is the product of informed discovery and arms-length negotiations, and provides a fair, adequate, and reasonable recovery for the Class. Plaintiff therefore respectfully requests that the Court grant preliminarily approval of the Settlement, conditionally certify the Class, approve the proposed Notice of Class Action Settlement ("Class Notice"), and set a hearing date for final settlement approval, among other requested relief.

///

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant is a technology services company offering a myriad of services, including consulting and staffing, to technological companies utilizing digital software platforms and looking to maximize those tools. Plaintiff was employed by Defendant as an hourly-paid, non-exempt Executive Assistant from approximately September 2022 to approximately January 2023. (Declaration of Plaintiff Jeanne Boudreau in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ["Boudreau Decl."], ¶ 2).

On November 28, 2023, Plaintiff provided written notice to the LWDA by online submission and to Adobe Inc. and Adobe Systems Incorporated (collectively, "Adobe Defendants") by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by the Adobe Defendants ("PAGA Letter"). (Blanchard Decl., ¶ 10 and Exh. 2).

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

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

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

On November 12 2024, the originally named defendants Adobe Inc. and Adobe Systems Incorporated were dismissed without prejudice from the Action. (*Id.*, ¶ 14)

On December 30, 2024, the Parties participated in mediation with Eve Wagner (the "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator's evaluations, the Parties reached the settlement that is memorialized herein. (*Id*., ¶ 15).

On August 7, 2025, the Parties executed the Settlement Agreement. (*Id*., ¶ 17 and Exh. 3).

Pursuant to the Settlement Agreement, on August 12, 2025, Plaintiff submitted an amended PAGA Letter to LWDA, which was simultaneously sent to Defendant, pursuant to California Labor Code Section 2699.3, in which Plaintiff added Defendant as a named Employer alleged to have violated the specified provisions of the California Labor Code set forth therein.

Pursuant to the Settlement Agreement, Plaintiff is requesting leave through this Motion 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. ("Operative Complaint"), which will add a cause of action under PAGA to the Action, and will effectively consolidate all claims in the PAGA Action into the Action.

III. THE SETTLEMENT TERMS

A. Class Definition

For purposes of settlement only, the Parties have agreed that the Class shall be defined as "all non-exempt, hourly-paid individuals who worked for Defendant within the State of California and were assigned to Defendant's client, Adobe, Inc., at any time during the Class Period" ("Class" or "Class Member" ("Class" or Class Member(s)"). (Blanchard Decl., ¶ 19; Settlement Agreement, ¶ 16). The Class Period is defined as the period from December 15, 2019, through December 31, 2024. (Blanchard Decl., ¶ 19; Settlement Agreement, ¶ 20). Based on information provided by Defendant, it is estimated that there are a total of One Hundred Twenty-Seven (127) Class Members. (Blanchard Decl., ¶ 19).

B. Amount of Settlement

The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Three Hundred Ninety-Five Thousand Dollars and Zero Cents ($395,000.00), inclusive of employer-side payroll taxes. (Blanchard Decl., ¶ 17; Settlement Agreement, ¶ 32).

C. Allocation and Funding of the Gross Settlement Amount

The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. (Blanchard Decl., ¶ 20; Settlement Agreement, ¶ 32). The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $138,250.00 if the Gross Settlement Amount is $395,000.00); (2) Class Counsel's actual litigation costs and expenses, not to exceed Thirty-Thousand Dollars and Zero Cents ($30,000.00); (3) Settlement Administration Costs, not to exceed Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00); (4) Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00); (5) PAGA Amount in the amount of Twenty Thousand Dollars and Zero Cents ($20,000.00); and (6) Employer side payroll taxes. (Blanchard Decl., ¶ 20; Settlement Agreement, ¶¶ 32, 68, 64, 65, 66, and 67). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be One Hundred Eighty Nine Thousand Two Hundred Fifty Dollars and Zero Cents ($189,250.00). (Blanchard Decl., ¶ 20). Additionally, 25% of the PAGA Amount ("PAGA Group Payment"), which is 5,000.00 out of $20,000.00, will be fully distributed to "all persons 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" ("PAGA Group"). (Blanchard Decl., ¶ 20; Settlement Agreement, ¶¶ 42 and 67). The "PAGA Period" is defined as the period from November 28, 2022, through December 31, 2024. (Blanchard Decl., ¶ 20; Settlement Agreement, ¶ 45).

Defendant has represented that the Class Members worked a total of 5,250 Workweeks during the Class Period. If it is determined by the Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 5,250 by more than 10% (i.e., more than 5,775 Workweeks), then the Gross Settlement Amount will be increased on a pro rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above the 10% buffer. (Blanchard Decl., ¶ 21; Settlement Agreement, ¶ 69).

Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks. After Preliminary Approval, the Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive. (Blanchard Decl., ¶ 22; Settlement Agreement, ¶ 70.a). After Final Approval, the Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks by the Final Workweek Value to yield each Participating Class Member's final Individual Settlement Share. (Blanchard Decl., ¶ 22; Settlement Agreement, ¶ 70.b).

Individual PAGA Payments will be calculated and apportioned from the PAGA Group Payment based on the PAGA Group Member's number of Pay Periods. (Blanchard Decl., ¶ 23; Settlement Agreement, ¶ 71). The Administrator will divide the PAGA Group Payment, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Group Members to yield the "Pay Period Value," and multiply each PAGA Group Member's individual Pay Periods by the Pay Period Value to yield each PAGA Group Member's Individual PAGA Payment (Blanchard Decl., ¶ 22; Settlement Agreement, ¶ 71).

For the purpose of taxes and required withholdings, the Parties agree that (i) Payments to Class Members shall be considered 15% wages (for which an IRS Form W-2 shall be issued) and 85% interest and penalties (for which an IRS Form 1099 shall be issued); and (iii) Payments to PAGA Group Members shall be considered 100% penalties (for which an IRS Form 1099 with be issued). (Blanchard Decl., ¶ 24; Settlement Agreement, ¶ 72). Prior to the mailing of the Class Notice and again prior to the distribution of Settlement Shares, the Administrator shall calculate the total taxes and withholdings required as a result of the wage portion of the Individual Settlement Share and such actual amount will be deducted therefrom. (Blanchard Decl., ¶ 24; Settlement Agreement, ¶ 72). The Parties understand that Participating Class Members who receive Individual Settlement Shares under this Settlement shall be solely responsible for any and all individual tax obligations on the non-wage portion of their Individual

Settlement Share, and will indemnify and hold harmless Defendant for any taxes, interest or penalties that may be incurred by Defendant on the non-wage portion of the Participating Class Member's Individual Settlement Share if any taxing authority disputes the allocation of the settlement payment (Blanchard Decl., ¶ 24; Settlement Agreement, ¶ 72).

The Settlement Agreement is a non-reversionary and non-claims made settlement. (Blanchard Decl., ¶ 25; Settlement Agreement, ¶ 32). The Net Settlement Amount will be fully distributed to Class Members and the PAGA Amount will be fully distributed to the LWDA and PAGA Group Members, in accordance with the Settlement Agreement. (Blanchard Decl., ¶ 25; Settlement Agreement, ¶¶ 67 and 69). No money will revert to Defendant. (Blanchard Decl., ¶ 25; Settlement Agreement, ¶ 32).

In the event that any checks mailed to Participating Class Members remain uncashed after the expiration of 180 days, or an envelope mailed to a Participating Class Member is returned and no forwarding address can be located for the Participating Class Member after reasonable efforts have been made (including but not limited to skip tracing), the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (Blanchard Decl., ¶ 26; Settlement Agreement, ¶ 75).

D. Released Claims

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 the 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 which accrued during the Class Period. (Settlement Agreement, ¶ 85).

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. (*Id.*, ¶ 85.b).

"Released Class Claims" means 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. (*Id*., ¶ 85.a).

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, which accrued during the PAGA Period. (*Id*., ¶ 86).

"Released PAGA Claims" means 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. (*Id*., ¶ 86).

"Released Parties" means Adobe, Inc., Adobe Systems, Incorporated, Defendant and their past, present, and future, whether direct or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, and administrators. (*Id*., ¶ 54).

IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL

The settlement of a class action requires court approval. (*See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996)). "In general, questions whether a settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (disapproved on other grounds)).

The review and approval of a proposed class action settlement involves a two-step process. (*See* Cal. Rules of Court, Rule 3.769(c)). First, counsel submit the proposed terms of the settlement and the Court makes a preliminary assessment of whether the settlement appears to be sufficiently within the range of a fair settlement to justify providing notice of the proposed settlement to class members. After notice is provided to the class, the Court must conduct a second inquiry into whether the proposed settlement is fair, reasonable, and adequate. (Ibid).

The initial evaluation of the settlement at the preliminary approval step "is not a fairness hearing." (*Armstrong v. Board of School Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980)). Rather, the limited purpose of this initial inquiry is to determine, at a threshold level, only whether the proposed settlement is within the range of possible approval and, as a result, "whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing." A presumption of fairness exists where: (1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*See In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006)).

Preliminary approval does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice of the settlement has been given to the class members and they have had an opportunity to object or exclude themselves from the settlement. (*See* Cal. Rules of Court, Rule 3.769(g)). In considering a potential class settlement, the court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. (*See Officers for Justice v. Civil Service Commission*, 688 F.2d 615, 625 (9th Cir. 1982)).

V. THE SETTLEMENT IS PRESUMED FAIR

A. The Settlement Was Reached as a Result of Arm's-Length Bargaining

California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am. Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations were at all times made at arm's-length and were adversarial. (Blanchard Decl., ¶ 26). The Settlement was reached following a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases. (Ibid). At all times, Plaintiff was willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. (Boudreau Decl., ¶ 6).

B. Sufficient Investigation and Discovery by Experienced Class Counsel

Courts typically assess the status of discovery in determining whether a class action settlement agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation, Defendant produced a 20% sampling of putative class members' time and pay records as well as Defendant's relevant wage and hour policies (including, but not limited to the Intelliswift Consultant Employee Handbook 2024, Intelliswift State Handbook Addendums 2023, and the Intelliswift Project Consultants Employment Agreement), job descriptions, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. (Blanchard Decl., ¶ 27).

This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (*Id.*, ¶ 28). Based on information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. (*Id.*, ¶ 29). Additionally, settlement negotiations were conducted by highly capable and experienced counsel. (Blanchard Decl., ¶¶ 1-8). Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

C. The Settlement is Fair and Reasonable in Light of the Parties' Respective Legal Positions and Recovery Risks

A settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable. (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court must consider "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and factual grounds for defending the Action. Based upon Class Counsel's experience litigating similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class certification and the merits of the Action absent a settlement.

1. Class Counsel's Analysis of the Maximum Available Liability and Damages

Class Counsel analyzed all available data and estimated Defendant's maximum potential exposure to be approximately $3,511,737, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. (Blanchard Decl., ¶ 30). This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. (Ibid). This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all class members across the entire putative class period, which included: $681,334 for meal period violations (less meal period premiums paid); $1,323,482 for rest period violations at a 100% violation rate; $278,155 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; $3,546 for unpaid overtime wages; $40,800 for unreimbursed business expenses; $1,086,670 for waiting time penalties; and $97,750 for wage statement penalties. (Ibid). Plaintiff further estimated that Defendant faced an additional exposure of $103,200 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. (Ibid). Together with the PAGA penalties, Defendant's maximum potential exposure totaled $3,614,937 in damages. (Ibid).

2. Class Counsel's Risk-Based Analysis and Risk-Based Adjustments

While Plaintiff believes that Defendant faced significant exposure, substantial barriers to a recovery existed. Defendant contended that Plaintiff's claims are not suitable for class certification because individual issues and affirmative defenses would predominate should this case go to trial. (Blanchard Decl., ¶ 33; *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012); *Duran v. U.S. Bank Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011)). While Plaintiff and Class Counsel disagree with Defendant's predictions, they also recognize that there is a significant risk that the Court may deny class certification. (Blanchard Decl., ¶ 30; *see also*, *Findings of the Study of California Class Action Litigation*, 2000-2006, available at http://www.courts.ca.gov/documents/class-action-lit-study.pdf (finding that only 21.4% of all class actions were certified either as part of a settlement or as part of a contested certification motion)).

For example, Plaintiff's meal period claims, which were based on Defendant's alleged failure to provide lawful meal periods, have been increasingly difficult to certify in recent years. (Blanchard Decl., ¶ 34; *See Brinker*, 53 Cal. 4th at 1034-35). Plaintiff's theory of liability for meal period violations was based on allegations that Defendant had failed to implement its policies and that its practices failed to allow Class Members to take meal breaks in the manner required under California law. (Blanchard Decl., ¶ 34; *See Bradley v. Networkers Int'l, LLC,* 211 Cal.App.4th 1129, 1150 (2012) (holding that "the lack of a meal/rest break policy and the uniform failure to authorize such breaks are matters of common proof.")). Defendant contended that its policies and practices at all times during the Class Period were lawful. (Blanchard Decl., ¶ 33). Defendant further argued that the rate of purported meal period violations reflected in the data would require individualized inquiry and that such inquiry would prohibit a class from being certified. (Ibid). Class Counsel also had to consider the risk that the Court would find validity in an individualized proof defense to certification of Plaintiff's meal period claim. (Ibid).

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

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

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

There are also substantial risks associated with Plaintiff's waiting time penalties and wage statement claims. (*Id.*, ¶ 38). First, these claims were derivative of Plaintiff's claims for unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if certification was denied on those underlying claims, these derivative claims for penalties would also likely fail. (Ibid). Further, even if Plaintiff prevailed on her underlying claims, she would still be required to demonstrate that Defendant's violations of California Labor Code section 203 were *willful* violations. (Blanchard Decl., ¶ 38; *See, e.g.*, *Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468 (2013) (holding that "an employer's reasonable, good faith belief that wages are not owed may negate a finding of willfulness")). Wage statement claims have also seen varying treatment at the appellate level because such claims have an element of discretion attached to them rather than a pure calculation of damages after liability is proven. (Blanchard Decl. ¶ 38; *Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010) *with Price v. Starbucks Corp.*, 192 Cal.App.4th 1136 (2011)). Accordingly, these derivative claims, which comprised a substantial portion of Defendant's estimated liability, were therefore uncertain. (Blanchard Decl., ¶ 38).

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

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

Class Counsel also contemplated the risks of proceeding with the PAGA claims and potential liability Defendant could face from these claims as part of the global resolution. (*Id*., ¶ 41). Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying wage claims. (Blanchard Decl., ¶ 41; see, *Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008) ("Plaintiff's claim under [PAGA] is wholly dependent upon her other claims. Because all of Plaintiff's other claims fail as a matter of law, so does her PAGA claim")). Class Counsel also anticipated that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it made a good faith attempt to comply with its legal obligations warranting a reduction in penalties. (Blanchard Decl., ¶ 41).[1] Class Counsel also anticipated Defendant would argue that the violations per pay period were low, warranting an additional reduction in civil penalties. (Ibid). Finally, Class Counsel was also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance. (Ibid).

Therefore, after considering this multitude of factors, Plaintiff and Class Counsel concluded that it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement, and to allocate Twenty Thousand Dollars and Zero Cents ($20,000.00) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 5.06% of the Gross Settlement Amount. (*Id*.,

[1] See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012) (imposition of both statutory and civil penalties for same conduct is impermissible double recovery) (disapproved on other grounds); *Aguirre v. Genesis Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013) ("duplicative effect" of penalties is a factor in favor of "reducing ...the PAGA penalty"); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to stack penalties based on the same conduct); *Castillo v. ADT, LLC*, 2017 WL 363108, at *4 (E.D. Cal. Jan. 25, 2017); *Sanchez v. McDonalds Restaurants of California, Inc.*, 2017 WL 4620746 (LA Super. Ct. July 6, 2017) (declining to stack penalties arising out of the same conduct); *Fleming v. Covidien, Inc.*, 2011 WL 756304718, at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by 80%); *Cotter v. Lyft, Inc.*, 193 F.Supp.3d 1030 (N.D. Cal. 2016) (indicating that a substantial reduction is warranted where good faith dispute exists in legal obligations); *Carrington v. Starbucks Corp*., 30 Cal.App.5th 504, 529 (2018) (approving reduction in penalties from $50 per pay period to $5 per pay period based on good faith attempts to comply with obligations and minimal violations).

¶ 42). This percentage of the settlement is well within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. (Ibid). Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. (Ibid). Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state, and deter future non-compliance by the employer. (Ibid).

The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation. (*Id.*, ¶ 43).

VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

Code of Civil Procedure Section 382 provides that three basic requirements must be met in order to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-defined community of interest in the question of law or fact affecting the parties to be represented; and (3) certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class action is superior to other methods. (*See Dunk*, 48 Cal.App.4th at 1806). Plaintiff contends that the Action, which is based upon Defendant's wage and hour policies and practices, satisfies the class certification requirements under California Code of Civil Procedure section 382. Defendant denies Plaintiff's allegations, but for purposes of the Settlement only, Defendant has stipulated to certification of the Class.

A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is Impracticable

Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of the class, and (3) the means of identifying the class members. (*See Miller v. Woods*, 148 Cal.App.3d 862, 873 (1983)). In this case, all three considerations strongly favor class certification. Here, the Class is defined as "all non-exempt, hourly-paid individuals who worked for Defendant within the State of California and were assigned to Defendant's client, Adobe, Inc., at any time during the Class Period."

(Blanchard Decl., ¶ 18; Settlement Agreement, ¶ 16). This provides a clear and definite scope for the proposed class.

Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity requirement. Courts have certified classes with as few as ten or twenty-eight class members. (*Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995); *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972)). Here, the estimated Class size of One Hundred Twenty-Seven (127) individuals meets the numerosity requirement.

Finally, the question of whether class members are easily identifiable turns on whether a plaintiff can establish "the existence of an ascertainable class." (*Daar v. Yellow Cab Co.*, 67 Cal.2d 695 at 706 (1967)). The existence of an ascertainable class in this case can be established through Defendant's payroll records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and the Court to determine the parameters of the Class. (*See Clothesrigger, Inc. v. GTE Corp.*, 191 Cal.App.3d 605, 617 (1987)).

B. The Class Shares a Well-Defined Community of Interest

The community of interest requirement embodies three factors: (1) predominant questions of law and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. (*Dunk*, 48 Cal.App.4th at 1806). Here, all three requirements are easily satisfied.

The commonality criterion requires the existence of common question of law or fact and is generally established with the issues of predominance and typicality. (*See Daar*, 67 Cal.2d 695, 706). What is required is that a common question of fact or law exists which predominates over issues unique to individual plaintiffs. The existence of individual issues or facts—generally present in any case arising from employment—is not a bar to class certification as long as they do not render class litigation unmanageable or predominate over the common issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois, Inc.*, 191 Cal.App.3d 1341, 1354 (1987)).

Here, Plaintiff's claims present common issues of law and fact that predominate and warrant class certification. Plaintiff alleges that Defendant denied compliant meal and rest periods to employees, required employees to perform work off-the-clock, and failed to fully compensate employees for all time actually worked. These policies and practices meant that Defendant allegedly failed to pay minimum and overtime wages, and other related claims. Plaintiff alleges that Defendant's policies and practices were uniform as to all Class Members. Thus, class treatment is appropriate.

To satisfy the typicality requirement, California law does not require that plaintiffs' claims be identical to the other class members. Rather, the test of typicality for a class representative is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiff, and whether other class members have been injured by the same course of conduct. (*See Seastrom v. Neways, Inc.*, 149 Cal.App.4th 1496, 1502 (2007)). The typicality requirement for a class representative refers to the nature of the claim or defense of the representative, and not to the specific facts from which it arose or the relief sought. (*See* Ibid).

Here, Plaintiff alleges that her claims are similar to that of the other Class Members and that Plaintiff's claims arise out of the same alleged course of conduct giving rise to the claims of the other Class Members. Because Plaintiff's claims are based upon the same alleged conduct and business practices as those of Class Members, the typicality requirement has been satisfied.

Finally, the question of adequacy of representation "depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class." (*McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976)). Here, these considerations are satisfied. Class Counsel is well-regarded and is qualified and experienced in employment-related, class-action litigation. (Blanchard Decl., ¶¶ 1-8). Plaintiff will vigorously, adequately, and fairly represent the interests of the Class. Plaintiff has, at all times, throughout the course of the litigation considered the interests of the Class and understood that she must take steps to adequately represent the Class and their interests. (Boudreau Decl., ¶ 10). Because Plaintiff's claims are typical of other Class Members and are not based on unique circumstances, there is no antagonism between the interests of Plaintiff and the Class.

C. A Class Action is Superior to a Multiplicity of Litigation

Under the circumstances, proceeding as a class action is a superior means of resolving this dispute, as the Class Members and the Court will derive substantial benefits. Class certification would serve as the only means to deter and redress the alleged violations. (*See Linder v. Thrifty Oil Co.*, 23 Cal.4th 429, 434 (2000) (relevant considerations include the probability that each class member will come forward to prove his or her separate claim and whether the class approach would actually serve to deter and redress the alleged wrongdoing)). Further, individual actions arising out of the same operative facts would unduly burden the courts and could result in inconsistent results. Therefore, class action proceedings are superior to individual litigation.

VII. THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE

Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation "for the expense or risk they have incurred in conferring a benefit on other members of the class." (*Munoz v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010)). Courts routinely grant approval of class action settlement agreements containing enhancements for the class representative, which are necessary to provide incentive to represent the class and are appropriate given the benefit the class representatives help to bring about for the class. (*See In re Online DVD Rental*, 779 F.3d 934, 947-948 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of $15,000 to be "fair and reasonable")).

Plaintiff initiated this litigation on behalf of her former co-workers who will now be entitled to receive payment from the Settlement. Plaintiff invested substantial time and effort into litigation, including her own research, reviewing documents, and extensive discussions with Class Counsel. (Boudreau Decl., ¶¶ 3-5). Further, the requested amount for Plaintiff is also reasonable given the average award and the benefit gained by other Class Members. For these reasons, Plaintiff requests that an Enhancement Payment of Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff Jeanne Boudreau be preliminarily approved by the Court. (Blanchard Decl., ¶ 44; Boudreau Decl., ¶ 12).

VIII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions are "not to be disturbed on appeal absent a manifest abuse of discretion." (*Lealao v. Beneficial Cal, Inc.*, 82 Cal.App.4th 19, 41 (2000)). California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. (*Id*. at 47). In cases where class members present claims against a common fund and the defendant agrees to a percentage of the fund as part of the settlement, use of the percentage method is appropriate. (*Id.* at 32).

Here, the requested attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $138,250.00 if the Gross Settlement Amount is $395,000.00) is disclosed to Class Members in the proposed Class Notice. (Settlement Agreement, Exh. A). The requested fee was freely negotiated, is common in the legal marketplace, and is not opposed by Defendant. The Motion for Final Approval will elaborate on the nature of the legal services provided and will also support Class Counsel's request for the reimbursement of litigation costs and expenses not to exceed Thirty-Thousand Dollars and Zero Cents ($30,000.00). (Blanchard Decl., ¶ 45). The Attorneys' Fees and Costs that are not ultimately approved by the Court shall instead be included in the Net Settlement Amount to be distributed to Class Members. (Settlement Agreement, ¶ 65).

IX. THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS MEETS DUE PROCESS REQUIREMENTS

The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members. (*Id.*, Exh. A). The Class Notice will include information regarding the nature of the Action, a summary of the terms of the Settlement, the Class definition, information on how to object to and/or opt-out of the Class Settlement and to dispute Workweeks and/or Pay Periods, and the date of the Final Approval Hearing. (Ibid). The Class Notice will list each Class Member's total Workweeks and their estimated Individual Settlement Share and each PAGA Group's total Pay Periods and their estimated Individual PAGA Payment. (Ibid).

Within fourteen (14) calendar days after entry of the preliminary approval order, Defendant will provide to the Administrator the "PAGA Group Data" and "Class Members' Data," which shall consist of an electronic database containing (i) each Class Member's first and last name, (ii) last known mailing address, (ii) the Class Member's Social Security number or Tax ID, (iii) the Class Member's employee identification number, if applicable, based on Defendant's payroll records, (iv) the Class Member's total number of Individual Workweeks, and (v) PAGA Group Members' total number of Individual Pay Periods (collectively referred to as the "Class List"). (*Id.*, ¶¶ 18 and 78). Within ten (10) calendar days after receiving the Class List from Defendant, the Administrator will perform a search based on the

National Change of Address Database or other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator. (*Id*., ¶ 78). The Parties have agreed to use Apex Class Actions, LLC as the Administrator. (Blanchard Decl., ¶ 48; Settlement Agreement, ¶ 13).

In determining whether to approve a settlement of a class action, a trial court has virtually complete discretion as to the manner of giving notice to class members, and review on appeal is governed by the abuse of discretion standard. (*See In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380 (2010)). Here, Class Counsel is not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice. (Blanchard Decl., ¶ 49). The original source of the mailing addresses is from Class Members, who provided the information to Defendant. (Ibid).

Class Members will have forty-five (45) calendar days from the initial mailing of the Class Notice by the Administrator to submit a Request for Exclusion or objection to the Settlement ("Response Deadline"). (Settlement Agreement, ¶ 55). Class Members who are sent a re-mailed Class Notice shall have their Response Deadline extended by ten (10) calendar days beyond the original Response Deadline ("Extended Response Deadline"). (Ibid.)

Promptly upon receipt of the Class List, the Administrator shall access the National Change of Address Database ("NCOA") and update the addresses provided by Defendant. (*Id*., ¶ 79). The Administrator shall also determine the number of Workweeks and Pay Periods worked, as appropriate, for each Class Member, and populate the Class Notice accordingly. (Ibid). Within ten (10) calendar days after receipt of the Class List, the Administrator shall mail the Class Notice to each Class Member via first-class mail. (Ibid). For each Class Notice that is returned as undeliverable before the Response Deadline, the Administrator shall promptly attempt to determine a correct address using its best efforts and shall resend the notice to any new address determined thereby. (Ibid).

A Class Member may, before the Response Deadline, dispute the amount of his or her Individual Settlement Share, and the data used to calculate it, by timely sending a written notice to the Administrator informing the Administrator of the nature of the dispute and providing any records or documentation supporting their position. (*Id*., ¶ 80).

A Workweeks Dispute must: must: (a) contain the case name and number of the Class Action; (b) contain the Class Member's full name, signature, address, telephone number, and the last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member/PAGA Group Member and what the Class Member/PAGA Group Member contends is the correct number; and (d) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. (*Id*., ¶ 59).

Any Class Member who timely requests exclusion from the Settlement shall not have any rights under the Class Settlement, shall not be entitled to receive a Settlement Share, shall not be bound by the Class Settlement or the Order of Final Approval as it pertains to the Class Settlement, and shall not have the right to file an objection to the Settlement. (*Id*., ¶ 82). A Class Member who timely submits a valid Request for Exclusion will not participate in, or be bound by, the Settlement or the Judgment regarding the Released Class Claims and will not receive any payment pursuant to the Class Settlement. (Ibid). However, he or she may still receive a payment from the portion of the PAGA Payment to the PAGA Group if the Class Member is a PAGA Group Member. (Ibid). If the Class Member validly opts-out of the Class Settlement and will not be bound by the terms of the Class Settlement, he or she will still participate in the release of the Released PAGA Claims if he or she is a PAGA Group Member, and will not have any right to object, appeal, or comment thereon. (Ibid).

A Request for Exclusion must: (a) contain the case name and number of the Class Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. (*Id*., ¶ 56).

The Class Notice will advise each Class Member of their right to exclude themselves or opt-out of the Settlement. (*Id*., ¶ 82). To be effective, requests for exclusion must (a) be submitted in writing to the Administrator, postmarked before the Response Deadline, (b) contain the individual's first and last name, current home (or mailing address), and the last four digits of his or her Social Security number, and (c) include written affirmation of his or her desire to exclude themselves 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." (*Id*., ¶ 82).

To object to the Class Settlement, Settlement Class Members must submit a timely and complete written objection ("Notice of Objection") to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. (*Id*., ¶¶ 39 & 83). A Notice of Objection must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. (*Id*., ¶39).

To be effective, written Notices of Objection must indicate whether the objector is represented by counsel and, if so, identify such counsel, and indicate whether the objector and/or his or her counsel intend to appear at the Final Approval Hearing. (*Id.*, ¶ 83). Regardless of whether a Class Member submits a written Notice of Objection, the Class Member may appear at the Final Approval Hearing and raise an oral objection to the Settlement. (Ibid).

X. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement and the relief requested herein.

Respectfully submitted,

Dated: September 11, 2025

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