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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, Defendant.	Case No. CGC-23-611128 Honorable Jeffrey S. Ross Department 613 **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** Date: April 30, 2026 Time: 9:00 a.m. Dept.: 613 Complaint Filed: December 15, 2023 FAC Filed: November 7, 2024 SAC Filed: December 22, 2025 Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on April 30, 2026 at 9:00 a.m. in Department 613 of the above-captioned Court located at Civic Center Courthouse, 400 McAllister Street, San Francisco, California 94102, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and California Labor Code section 2699(s)(2), Jeanne Boudreau ("Plaintiff") will and hereby does move the Court for an Order granting final approval of the proposed class action and Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA") settlement between Plaintiff and Defendant Intelliswift Software, Inc. ("Defendant"). (Together, Plaintiff and Defendant are the "Parties").

Plaintiff requests that the Court enter an Order:

1. Granting final approval of the class action and PAGA settlement;

2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set forth in the Court-approved Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement"), including the Gross Settlement Amount of Three Hundred Ninety-Five Thousand Dollars and Zero Cents ($395,000.00) equal to the amounts to pay (1) the Participating Class Members and PAGA Group Members pursuant to the terms of the Settlement; (2) the Court-approved Attorneys' Fees and Costs; (3) the Court-approved Enhancement Payment; (4) the Court-approved Settlement Administration Costs; and (5) the Court-approved payment to the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA;

3. Approving the Settlement Administration Costs to Apex Class Actions, LLC in the amount of Six Thousand Nine Hundred Ninety Dollars and Zero Cents ($6,990.00); and

8. Approving Fifteen Thousand Dollars and Zero Cents ($15,000.00) to be paid to the LWDA as seventy-five percent (75%) of the Twenty Thousand Dollars and Zero Cents ($20,000.00) allocated to civil penalties under PAGA.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which requires approval by the Court of a class action settlement.

This Motion is based on the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel (Annabel Blanchard), the Class Representative (Jeanne

Boudreau), the Settlement Administrator (Norma Ayala on behalf of Apex Class Actions, LLC), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: March 20, 2026

BLACKSTONE LAW, APC

By: A. Blanchard
Annabel Blanchard
Attorneys for Plaintiff Jeanne Boudreau
and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Jeanne Boudreau ("Plaintiff" or "Class Representative") seeks final approval of the class action settlement reached with Defendant Intelliswift Software, Inc. ("Defendant"). Subject to Court approval, Plaintiff and Defendant (collectively, the "Parties") have settled the Released Class Claims and Released PAGA Claims as defined in the Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement") for a total amount of Three Hundred Ninety-Five Thousand Dollars and Zero Cents ($395,000.00) ("Gross Settlement Amount"). (*See* Declaration of Annabel Blanchard in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ["Blanchard Decl."], ¶ 18, Exh. 1)

The Court conditionally certified, for settlement purposes only, the Class 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(s)"). (Settlement Agreement, ¶ 17; Blanchard Decl., ¶ 16). The "Class Period" is defined as the period from December 15, 2019 through December 31, 2024. (Settlement Agreement, ¶ 21; Blanchard Decl., ¶ 16). The "Participating Class Member(s)" consist of all Class Members who do not submit a timely and valid Request for Exclusion. (Settlement Agreement, ¶ 48; Blanchard Decl., ¶ 16). The "PAGA Group" or "PAGA Group Member(s)" consist of "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." (Settlement Agreement, ¶ 43; Blanchard Decl., ¶ 16). The "PAGA Period" is defined as the period from November 28, 2022 through December 31, 2024. (Settlement Agreement, ¶ 46; Blanchard Decl., ¶ 16.)

As discussed herein, the proposed Settlement satisfies all the criteria for final settlement approval under California law because it is fair, adequate, and reasonable. (Settlement Agreement, Exh. 1; Blanchard Decl., ¶ 31). *See also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1801. The response of the Class to the Settlement confirms that final settlement approval is appropriate.*There have been no objections to and no requests to opt-out from the Class Settlement.* (["Apex Decl."], ¶¶ 11 and 12).

Because the Settlement achieves outstanding results for the Participating Class Members, the PAGA Group Members, and the State of California, Plaintiff respectfully requests, on behalf of the Class and without opposition from Defendant, that the Court approve the Settlement as fair, adequate, and reasonable, and enter judgment in accordance with the Settlement's terms

Plaintiff also requests that the Court approve the payment of Six Thousand Nine Hundred Ninety Dollars and Zero Cents ($6,990.00) ("Settlement Administration Costs") to Apex Class Actions, LLC ("Apex" or "Settlement Administrator") as compensation for its administration services it has and will provide in connection with the Settlement (*See, generally*, Apex Decl.).

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant is a technology services company offering a myriad of services, including consulting and staffing, to technological companies utilizing digital software platforms. 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 Final Approval of Class Action and PAGA Settlement ["Boudreau Decl."], ¶ 2)

On November 28, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") by online submission, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Adobe Inc., and Adobe Systems Incorporated ("PAGA Letter"). The PAGA Letter was mailed to two later-dismissed defendants in the Action: Adobe Inc., and Adobe Systems Incorporated, by U.S. Certified Mail. On August 12, 2025, Plaintiff submitted an amended PAGA Letter to the LWDA, which letter was simultaneously sent to Defendant Intelliswift Software, Inc., pursuant to California Labor Code Section 2699.3, adding Intelliswift Software, Inc. as a named Employer alleged to have violated the specified provisions of the California Labor Code set forth therein ("Amended PAGA Letter"). (Blanchard Decl., ¶ 2).

On December 15, 2023, Plaintiff filed a Class Action Complaint 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 Adobe Inc. and Adobe Systems Incorporated. (Blanchard Decl., ¶ 3).

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

On November 7, 2024, Plaintiff filed a First Amended Class Action Complaint ("FAC") in the Action. The FAC added Defendant Intelli swift Software, Inc. 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.*, ¶ 5).

On November 12, 2024, the originally named defendants Adobe Inc. and Adobe Systems Incorporated were dismissed without prejudice from the Action. (*Id.*, ¶ 6).

On December 30, 2024, Plaintiff and Defendant (collectively, 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 a settlement in principle of the claims in the Action and the PAGA Action. (*Id.*, ¶ 7).

On August 7, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement ("Original Agreement"). (*Id.*, ¶ 8).

On September 11, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval") and supporting documents seeking preliminary approval of the Original Agreement. (*Id.*, ¶ 9).

On December 2, 2025, the Court entered an Order in Advance of Hearing on Motion for Preliminary Approval ("Order in Advance of MPA Hearing"), which ordered the Parties to make changes to the Original Agreement and continued the hearing to December 17, 2025. (Blanchard Decl., ¶ 10).

On December 16, 2025, Plaintiff filed a supplemental declaration to address the Court's orders in its Order in Advance of MPA Hearing. (Id., ¶ 11)

On December 18, 2025, pursuant to the Order in Advance of MPA Hearing, the Parties executed the First Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement"). (*Id*., ¶ 12, Exh. 1). Also on December 18, 2025, Plaintiff filed a further supplemental declaration attaching the fully executed Amended Settlement Agreement. (Id., ¶ 12).

On December 19, 2025, the Court entered the Order Granting Plaintiff's Motion for Preliminary Approval ("Preliminary Approval Order"), thereby preliminarily approving the terms of the Settlement Agreement, the Notice of Class Action Settlement ("Class Notice"), and the proposed administration procedures and associated deadlines. (*Id*., ¶ 13 and Exh. 2).

On December 19, 2025, the Court also entered its Order Granting Plaintiff's Request for Leave to File the Second Amended Class Action Complaint. (*Id*., ¶ 14).

On December 22, 2025, Plaintiff filed a Second Amended Class Action Complaint in the Action ("Operative Complaint") and alleged ten (10) 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, (9) for violations of California Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor Code violations, and (10) for violation of the California Labor Code § 2699 et seq. (PAGA) premised on the aforementioned Labor Code violations. (*Id*., ¶ 15).

The Parties agree that the Class described herein may be certified for settlement purposes only. If for any reason the Settlement is not approved, the certification will have no force or effect and will immediately be revoked. The Parties further agree that certification for purposes of approving the Settlement Agreement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that evidence of this limited stipulation for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

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), which is inclusive of employer-side payroll taxes. (Settlement Agreement, ¶ 33; Blanchard Decl., ¶ 18). The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of up to thirty-five percent (35%) of the Gross Settlement Amount, equaling up to One Hundred Thirty-Eight Thousand Two Hundred Fifty Dollars and Zero Cents ($138,250.00); (2) Class Counsel's actual litigation costs and expenses, in the amount of Twenty-One Thousand Four Hundred Twenty-One Dollars and Fifty-Six Cents ($21,421.56); (3) Settlement Administration Costs of Six Thousand Nine Hundred Ninety Dollars and Zero Cents ($6,990.00); (4) Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00); and (5) PAGA Amount of Twenty Thousand Dollars and Zero Cents ($20,000.00). (Settlement Agreement, ¶¶ 65, 66, 67, 68, and 69; Blanchard Decl., ¶ 18). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Participating Class Members will share in an estimated Net Settlement Amount of One Hundred Ninety-Eight Thousand Three Hundred Thirty-Eight Dollars and Forty-Four Cents ($198,338.44). (Settlement Agreement, ¶ 65; Blanchard Decl., ¶ 18).

The Settlement does not require Participating Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") nor does it require PAGA Group Members to submit claims as a prerequisite to receiving their *pro rata* share of twenty-five percent (25%) of the PAGA Amount ("Individual PAGA Payment"). (Settlement Agreement, ¶¶ 36, 34, and 71; Blanchard Decl., ¶ 19). Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net Settlement Amount by the Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiplying each Participating Class Member's individual Workweeks by the Final Workweek Value. (Settlement Agreement, ¶ 71;

Blanchard Decl., ¶ 19). Individual PAGA Payments are calculated by the Settlement Administrator by dividing the PAGA Group Payment (25% of $20,000.00 = $5,000.00) by the Pay Periods of all PAGA Group Members to yield the "Pay Period Value" and multiplying each PAGA Group Member's individual Pay Periods by the Pay Period Value. (Settlement Agreement, ¶ 72; Blanchard Decl., ¶ 19)

Each Individual Settlement Share will be allocated as fifteen percent (15%) wages and eighty-five percent (85%) penalties, interest, and non-wage damages. (Settlement Agreement, ¶ 73; Blanchard Decl., ¶ 21). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 73; Blanchard Decl., ¶ 21). The Settlement Administrator will withhold the employee's and employer's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Participating Class Members for their net payment of their Individual Settlement Share ("Individual Settlement Payment"). (Settlement Agreement, ¶¶ 35 and 73; Blanchard Decl., ¶ 21). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 73; Blanchard Decl., ¶ 21).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Settlement Agreement, ¶ 76; Blanchard Decl., ¶ 22). Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Group Member. (Settlement Agreement, ¶ 76; Blanchard Decl., ¶ 22).

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 fully and finally release the Released Parties from all causes of action and claims that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Operative

Complaint, which accrued during the Class Period, including, but not limited to, all of the following claims for relief based on Defendant's alleged: Failure to Pay Minimum Wages (Labor Code §§ 204, 1194, 1194.2, 1197), Failure to Pay Overtime Compensation (Labor Code §§ 510, 1194, 1198), Failure to Provide Meal Breaks and Pay Premiums in Lieu Thereof (Labor Code §§ 226.7, 512), Failure to Authorize and Permit Rest Breaks and Pay Premiums in Lieu Thereof (Labor Code § 226.7), Failure to Timely Pay Wages (Labor Code § 204), Failure to Indemnify Necessary Business Expenses (Labor Code § 2802), Failure to Timely Pay Final Wages at Termination (Labor Code §§ 201-203), Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226), Unfair Business Practices (Bus. Prof. Code § 17200 et seq.), claims for restitution and other equitable relief, liquidated damages, civil penalties, statutory penalties, punitive damages, waiting time penalties, and interest (collectively, "Released Class Claims"). (Settlement Agreement, ¶ 86).

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 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 fully and finally release Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or reasonably could have been asserted in the Operative Complaint based on the facts alleged in the Operative Complaint, the PAGA Letter, and the Amended PAGA Letter, which accrued during the PAGA Period, against the Released Parties for civil penalties pursuant to PAGA that were alleged or reasonably could have been alleged under the Labor Code, state or local wage and hour laws and Wage Orders, whether known or unknown, based on the facts and legal theories contained in the Action, including but not limited to (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide meal periods or compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu thereof; (e) failure to pay wages timely at time of termination or resignation; (f) failure to reimburse necessary business expenses; (g) failure to provide complete, accurate wage statements; (h) failure to timely pay all wages that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint, the PAGA Letter, or the Amended

PAGA Letter, with regard to civil penalties under PAGA (collectively, "Released PAGA Claims"). (Settlement Agreement, ¶ 87).

As of the Effective Date and the date the QSF is funded, in exchange for the consideration set forth in the Settlement Agreement Plaintiff shall release all claims against Released Parties, including all claims alleged in the Operative Complaint, and be bound by a Civil Code Section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law. This specifically excludes claims for unemployment insurance, disability, Social Security, and workers' compensation (except for claims pursuant to California Labor Code Sections 132a and 4553). (*Id.*, ¶ 88). It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released here under by law. (Ibid). Plaintiff understands that she may hereafter discover claims or facts in addition to or different from those which Plaintiff now knows or believes to exist with respect to the subject matter of the General Release and which, if known or suspected at the time of executing the General Release, may have materially affected the Settlement. Nonetheless, Plaintiff waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Plaintiff acknowledges that she understands the significance and consequence of such release and such specific waiver of Section 1542 (Ibid). Section 1542 of the California Civil Code provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. (Ibid).

The "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.*, ¶ 55).

IV. THE SETTLEMENT ADMINISTRATION PROCESS

Apex Class Actions, LLC ("Apex") has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Preliminary Approval Order.

On December 19, 2025, Apex received the Court approved text for the Class Notice from Class Counsel. (Apex Decl., ¶ 4).

On January 2, 2026, Apex received the class data file from Defendant's counsel, which contained each Class Member's full name, last known mailing address, Social Security number, dates worked for Defendant during the Class Period, and the total Workweeks and Pay Periods (collectively, the "Class List"). (*Id.*, ¶ 5). The Class List was uploaded to Apex's database and checked for duplicates and other possible discrepancies. (Ibid.). The Class List contained 86 individuals identified as Class Members who worked a total of 3,992 Workweeks. (Id., ¶¶ 5, 15).

As part of the preparation for mailing, all 86 names and addresses contained in the Class List were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Class Notice. (Apex Decl., ¶ 6). The NCOA contains requested change of addresses filed with the USPS. (Ibid). To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice. (Ibid). To the extent that no updated address was found in the NCOA database, the original address provided by Defendant' counsel was used for the mailing of the Class Notice. (Ibid).

On January 13, 2026, the Class Notice was mailed, in both English and Spanish, via U.S. First Class Mail, to all 86 individuals contained in the Class List. (*Id.*, ¶ 7). Three (3) Class Notices were returned to Apex without forwarding addresses. (*Id.*, ¶ 8). Apex performed a computerized skip trace on the 3 returned Class Notices that did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice. (Ibid). As a result of this skip trace, 3 updated addresses were obtained and the Class Notices were promptly re-mailed to those Class Members, via U.S. First Class Mail. (Ibid). Zero (0) Class Notices have been deemed undeliverable. (*Id.*, ¶ 10).

Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute ("Response Deadline"). (Settlement Agreement, ¶ 41). The Response Deadline was February 27, 2026. (Apex Decl., ¶¶ 11-13). The Settlement Administrator has not received any Notices of

Objections, any Requests for Exclusion, or any Workweeks Disputes. There are a total of 86 Participating Class Members who worked 3,992 Workweeks during the Class Period and 41 PAGA Group Members who worked 785 Pay Periods during the PAGA Period. (Apex Decl., ¶¶ 14, 15, 17).

The estimated average gross Individual Settlement Share is $2,206.51, the estimated highest gross Individual Settlement Share is $6,472.26, and the estimated lowest gross Individual Settlement Share is $47.54; the estimated average Individual PAGA Payment is $121.95, the estimated highest Individual PAGA Payment is $347.59, and the estimated lowest Individual PAGA Payment is $6.37. (*Id*., ¶¶ 16 and 18).

V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

On August 13, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2). (Blanchard Decl., ¶ 23). On December 18, 2025, after the Parties executed the Amended Settlement Agreement, Class Counsel submitted a copy of the Amended Settlement Agreement to the LWDA through its online submission portal. (Ibid). The LWDA has not objected or otherwise responded to either submission. (Ibid).

VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL

A. The Legal Standard for Final Approval

Before granting final approval of a class action settlement, the Court must review the settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, and the reaction of the class members to the proposed settlement. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801 ["The list of factors is not exhaustive and should be tailored to each case"]; *Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, 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. (*Wershba*, 91 Cal.App.4th at 245; *Dunk*, 48 Cal.App.4th at 1802). "The settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." (*Officers for Justice*, *supra*, 688 F.2d at 625).

B. The Settlement Should be Finally Approved

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., ¶ 24). The Parties engaged in extensive informal discovery prior to reaching a settlement at the mediation. (*Id*., ¶ 25).

C. The Settlement is Fair and Reasonable

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, reimbursement policy, business expense reimbursement policy, meal period policy, overtime policy, employment agreement, 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., ¶ 25). This allowed Class Counsel, with the assistance of a third party data analysis expert, to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (Ibid). Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

Based on the 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. (Blanchard Decl., ¶ 26). 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. Additionally, settlement negotiations were conducted by highly capable and experienced counsel. Class Counsel are respected members of the California State Bar with strong records of vigorous and effective advocacy and are experienced in handling complex wage and hour class action litigation. (Ibid). Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

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.

Class Counsel is aware of Defendant's defenses and arguments and has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication. (Blanchard Decl., ¶ 28). Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the Action, and the difficulties in establishing entitlement to monetary recovery. (Ibid). Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations of the Mediator.

Defendant denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the Action and further denies that class certification is appropriate for any purpose other than the Settlement. (Blanchard Decl., ¶ 29). Defendant believes that it would ultimately prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's claims. Defendant contended that Plaintiff's claims are not suitable for class certification because individual issues would predominate should this case go to trial. As with all class actions, these complex cases raise difficult management and proof issues and, accordingly, there is a significant risk that the Court may deny class certification. (Ibid).

Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. (Blanchard Decl., ¶ 30). In order to prove liability and damages, Class Counsel would need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them, and obtain declarations at great expense. Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

In light of the Parties' respective legal positions and the risks of continued litigation, the Gross Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable. (*Id*., ¶ 31).

VII. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE

In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, Settlement Administration Costs not to exceed Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00). (Blanchard Decl., ¶ 32). Apex Class Action, LLC is the approved Settlement Administrator. (Ibid). It is an experienced class administrator and has adequately performed the administration tasks required by the Preliminary Approval Order. Apex's *actual* costs to administer the Settlement are only Six Thousand Nine Hundred Ninety Dollars and Zero Cents ($6,990.00). (Ibid). Based thereon, the requested costs should be approved.

VIII. THE PROPOSED LWDA ALLOCATION IS REASONABLE

Pursuant to California Labor Code Section 2699(l), the Superior Court shall review and approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code § 2699(l)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and should be approved. As part of the Settlement, Defendant has agreed to pay Twenty Thousand Dollars and Zero Cents ($20,000.00) to settle the claims of the PAGA Group Members brought pursuant to PAGA, of which the payment of Fifteen Thousand Dollars and Zero Cents ($15,000.00) (75% of the PAGA Amount) will be paid to the LWDA for education and enforcement purposes. (Blanchard Decl., ¶ 33).

It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to class members." (*Magadia v. Wal-Mart Assocs*. (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc*. (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving $10,000 in PAGA penalties out of a total settlement amount of $900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving $10,000 in PAGA penalties out of a total settlement amount of $1,250,000]; *Franco v. Ruiz Food Prods*. (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $6,900,000]). Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations. (Blanchard Decl., ¶ 34).

IX. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE

California law vests the Court with broad discretion in fashioning an appropriate notice program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74). To protect the rights of absent class members, the parties must provide class members with the best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections"]). The content and method of the notice should be designed to apprise the class members of the terms of the proposed settlement and of the class members' rights regarding the settlement. (*See Mullane*, *supra*, 339 U.S. at 314; *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323 F. Supp. 364, 378).

The Class Notice approved by the Court met these requirements: it identified the Parties and described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. (Blanchard Decl., ¶ 35; *see also* Apex Decl., Exh. A thereto). The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. It also explained how and when Class Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date for the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement. (Ibid).

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X. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement and approve the requested Settlement Administration Costs to the Settlement Administrator of $ 6,990.00.

Respectfully submitted,

Dated: March 20, 2026

BLACKSTONE LAW, APC

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