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JEANNE BOUDREAU

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

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

Plaintiff,

vs.

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

Defendants.

Case No. CGC-23-611128

**JOINT STIPULATION OF
SETTLEMENT**

Assigned to Hon. Jeffrey S. Ross, Department
606

Action Filed: December 15, 2023

Trial Date: None set

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

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

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

11 **A. RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

23 **B. DEFINITIONS**

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

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

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

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

16. “Class” or “Class Member(s)” means all non-exempt, hourly-paid individuals who worked for Defendant within the State of California and were assigned to Defendant’s client, Adobe, Inc., at any time during the Class Period.

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

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

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

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

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

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

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

24. “Defendant” means Intelliswift Software LLC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

48. “Parties” refers to Plaintiff and Defendant.

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

50. “Plaintiff” refers to Plaintiff Jeanne Boudreau.

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

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

53. “Released PAGA Claims” means the PAGA claims released by Plaintiff on behalf of herself and the other allegedly aggrieved employees and the LWDA, described in detail in Paragraph 86, as against Defendant.

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

55. “Response Deadline” means the final date, forty-five (45) calendar days from the initial mailing of the Class Notice by the Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open, upon which Class Members may submit a Request for Exclusion or objection to the Settlement. Class Members who are sent a re-mailed Class Notice shall have their Response Deadline extended by ten (10) calendar days beyond the original Response Deadline (“Extended Response Deadline”).

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

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

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

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

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

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

27 61. Motion for Preliminary Approval. Promptly upon consolidation of the Class Action
28 and PAGA Action, Plaintiff shall apply to the Court for approval of the Settlement, including an

1 Order of Preliminary Approval that, amongst other things, (a) preliminarily approves the Settlement
 2 under the legal standards relating to the approval of class and collective action settlements; (b)
 3 preliminarily certifies the Class for settlement purposes only; (c) approves the Class Notice and
 4 authorizes dissemination of the same; (d) preliminarily approves Plaintiff as Class Representative;
 5 (e) preliminarily approves Blackstone Law, APC as Class Counsel; (f) preliminarily approves Apex
 6 Class Action, LLC to serve as Administrator; and (g) sets a Final Approval Hearing and briefing
 7 schedule. Should this Settlement not become effective for any reason, the fact that the Parties
 8 stipulated to certification of a Class herein shall have no bearing on and shall not be admissible as
 9 to the question of whether a class/collective action should be certified in a non-settlement context.

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

13 **D. CONSIDERATION FOR THE SETTLEMENT**

14 63. Gross Settlement Amount.

15 The Parties agree to settle this Action for the Gross Settlement Amount of \$395,000.00. The
 16 Gross Settlement Amount and other actions and forbearances taken by Defendant are paid in full
 17 and final settlement of: (a) the Released Class Claims; (b) the Released PAGA Claims; (c) the fees
 18 and costs of the Administrator; (d) the payment to the LWDA; (e) the Enhancement Payment to
 19 Plaintiff; and (f) Class Counsel's Fees and Costs. The Gross Settlement Amount shall be deposited
 20 into the QSF within 30 calendar days of the Effective Date.

21 64. Allocation of the Gross Settlement Amount.

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

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

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

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

3 65. Attorneys' Fees and Costs.

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

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

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

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

8 66. Enhancement Payment.

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

22 67. PAGA Amount.

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

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

4 68. Administrator Costs.

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

14 69. Escalator Clause.

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

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

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

1 to receive.

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

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

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

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

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

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

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

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

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

20 **E. ADMINISTRATION OF THE SETTLEMENT**

21 76. Duties of the Administrator.

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

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

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

22 77. Establishing the Qualified Settlement Fund.

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

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

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

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

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

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

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

23 80. Procedures for Challenges.

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

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

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

20 81. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

16 84. Binding Effect on Participating Class Members.

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

19 **G. RELEASES**

20 85. Released Class Claims.

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

27 (a) All causes of action and claims that were alleged in the Class Action or
28 reasonably could have been alleged based on the facts and legal theories contained in the operative

complaint, including, but not limited to, all of the following claims for relief based on Defendant's alleged: Failure to Pay Minimum Wages (Labor Code §§ 204, 1194, 1194.2, 1197), Failure to Pay Overtime Compensation (Labor Code §§ 510, 1194, 1198), Failure to Provide Meal Breaks and Pay Premiums in Lieu Thereof (Labor Code §§ 226.7, 512), Failure to Authorize and Permit Rest Breaks and Pay Premiums in Lieu Thereof (Labor Code § 226.7), Failure to Timely Pay Wages (Labor Code § 204), Failure to Indemnify Necessary Business Expenses (Labor Code § 2802), Failure to Timely Pay Final Wages at Termination (Labor Code §§ 201-203), Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226), Unfair Business Practices (Bus. Prof. Code § 17200 et seq.), Civil Penalties Under Private Attorneys General Act of 2004 (Labor Code § 2698 et seq.), claims for restitution and other equitable relief, liquidated damages, civil penalties, statutory penalties, punitive damages, waiting time penalties, interest, as well as all similar provisions under the Federal Fair Labor Standards Act, including 29 U.S.C. sections 206, 207, and 216, and the National Labor Relations Act. ("Released Class Claims").

(b) Participating Class Members who are employed by Defendant and who participate in the settlement and receive a payment thereunder shall, by virtue of the same, release any Labor Code section 203 claims for failure to pay wages due and owing at the end of employment based exclusively upon the Released Class Claims.

86. Released PAGA Claims.

As of the Effective Date and the date the QSF is funded, each PAGA Group Member, and without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Released Parties from the Released PAGA Claims (defined below), which accrued during the PAGA Period. The Released PAGA Claims include: any and all claims, demands, rights, liabilities, and causes of action that were or reasonably could have been asserted in the Action based on the facts alleged in the PAGA Complaint, planned amended complaint to be filed in the Class Action under the terms of this Settlement, and the PAGA Letter against the Released Parties for civil penalties pursuant to the PAGA that were alleged or reasonably could

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

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

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

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

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

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.

88. No Publicity.

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

89. No Admission of Liability.

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

H. FINAL SETTLEMENT APPROVAL

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

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

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

2 (b) Approving payment to the Administrator;

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

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

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

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

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

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

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

27 **I. TERMINATION OF THE SETTLEMENT**

28 92. Grounds for Termination of Settlement.

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

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

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

22 **J. MISCELLANEOUS TERMS**

23 94. Mutual Cooperation.

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

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

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

7 95. Modification.

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

14 96. Integration Clause.

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

21 97. Class Counsel Signatures.

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

28 ///

98. Interim Stay of Proceedings.

Pending the completion of the approval process, the Parties agree to a stay of all proceedings in the Action except those necessary to implement the Settlement itself.

99. Notices.

Any notices, requests, demands, or other communications required or necessitated by this Settlement Agreement shall be in writing and, except as provided elsewhere in this Settlement Agreement, shall be delivered as follows:

To Plaintiffs and Class Counsel:

Jonathan M. Genish
jgenish@blackstonepc.com
Barbara DuVan-Clarke
BDC@blackstonepc.com
Annabel Blanchard
ablanchard@blackstonepc.com
Alexandra Rose
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Scott Brink
SBrink@JMBM.com
Taylor Burras
TBurras@JMBM.com
Jeffer Mangels Butler & Mitchell LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067
Tel: (310) 203-8080

100. Choice of Law.

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

101. Construction.

This Settlement Agreement is entered into freely and voluntarily without duress or undue pressure or influence of any kind or nature whatsoever and neither Party has relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this

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

8 102. Captions.

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

12 103. Continuing Jurisdiction.

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

19 104. Execution in Counterparts.

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

24 105. Authority.

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

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106. Plaintiff's Cooperation.

Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate to implement the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

[Signatures on following page]

PLAINTIFF JEANNE BOUDREAU

Dated: 07/29/2025



Jeanne Boudreau

DEFENDANT INTELLISWIFT SOFTWARE, LLC

Dated: _____

Full Name: _____

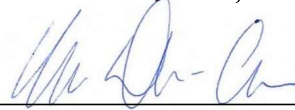
Title: _____

On behalf of Intelliswift Software, LLC

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 07/29/2025



Jonathan M. Genish

Barbara DuVan-Clarke

Annabel Blanchard

*Attorneys for Plaintiff Jeanne Boudreau
and Proposed Class Counsel*

**JEFFERS MANGELS BUTLER &
MITCHELL LLP**

Dated: _____

R. Scott Brink

Taylor N. Burras

Raef J. Cogan

*Attorneys for Defendant Intelliswift
Software, LLC*

JMBM
Jeffer Mangels
Butler & Mitchell LLP

PLAINTIFF JEANNE BOUDREAU

Dated: _____

Jeanne Boudreau

DEFENDANT INTELLISWIFT SOFTWARE, LLC

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

Signed by:

Saurabh Atre

8091D6AD2A534EA...

Full Name: Saurabh Atre

Title: Chief Segment Officer, Head-Intelliswift

On behalf of Intelliswift Software, LLC

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish

Barbara DuVan-Clarke

Annabel Blanchard

*Attorneys for Plaintiff Jeanne Boudreau
and Proposed Class Counsel*

**JEFFERS MANGELS BUTLER &
MITCHELL LLP**

Dated: 8/7/2025

[Signature]

R. Scott Brink

Taylor N. Burras

Raef J. Cogan

*Attorneys for Defendant Intelliswift
Software, LLC*