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and the Class

**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

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

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

1 Plaintiff Jeanne Boudreau's ("Plaintiff") Motion for Final Approval of Class Action and PAGA
2 Settlement and Motion for Approval of Attorneys' Fees and Costs and Enhancement Payment came
3 before this Court on April 30, 2026 at 9:00 a.m. before the Honorable Jeffrey S. Ross in Department
4 613 of the above-captioned Court located at Civic Center Courthouse, 400 McAllister Street, San
5 Francisco, California 94102

6 Having received and considered the Amended Joint Stipulation of Class Action and PAGA
7 Settlement ("Settlement Agreement" or "Settlement"), Plaintiff's Motion for Final Approval of Class
8 Action and PAGA Settlement and Motion for Approval of Attorneys' Fees and Costs and
9 Enhancement Payment, the supporting papers filed by the Parties, the Declarations of Class Counsel
10 (Annabel Blanchard), the Class Representative (Jeanne Boudreau), the Data Analysis Expert (Bennet
11 Berger of Berger Consulting Group, LLC), and the Settlement Administrator (Norma Ayala on behalf
12 of Apex Class Action, LLC), and the evidence and argument received by the Court in conjunction
13 with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents
14 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
15 FOLLOWING DETERMINATION:

16 1. This Court has jurisdiction over the subject matter of the above-captioned action and
17 over Plaintiff Jeanne Boudreau and Defendant Intelliswift Software, Inc. (collectively, the "Parties"),
18 including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: "all non-exempt, hourly-paid individuals who worked for Defendant within the State
21 of California and were assigned to Defendant's client, Adobe, Inc., at any time during the Class
22 Period." The "Class Period" is defined as the period from December 15, 2019, through December 31,
23 2024.

24 3. The Court appoints Plaintiff Jeanne Boudreau as the Class Representative for
25 settlement purposes only.

26 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
27 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for
28 settlement purposes only.

1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendant or any of the other Released Parties.

19 8. In addition to any recovery that Plaintiff may receive under the Settlement, and in
20 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
21 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$10,000.00.

22 9. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
23 to Class Counsel in the sum of \$138,250.00 and reimbursement of actual litigation costs and expenses
24 to Class Counsel in the sum of \$21,421.56. The attorneys’ fees and reimbursement of litigation costs
25 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
26 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
27 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
28 obtained for the Class.

1 10. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of \$6,990.00 to Apex Class Actions, LLC for performance of settlement administration
3 services.

4 11. The Court approves and orders payment in the amount of \$15,000.00 to the California
5 Labor and Workforce Development Agency (“LWDA”) as 75% of the payment allocated toward
6 PAGA penalties.

7 12. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount into a
8 Qualified Settlement Fund (“QSF”) within thirty (30) calendar days of the Effective Date as defined
9 in the Settlement Agreement. The Gross Settlement Amount includes Employer Taxes, which shall be
10 paid from the Gross Settlement Amount.

11 13. It is hereby ordered that the Settlement Administrator will distribute the Individual
12 Settlement Payments to Participating Class Members, Individual PAGA Payments to PAGA Group
13 Members, Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA
14 Payment to the LWDA, and Settlement Administration Costs to itself in accordance with the terms of
15 the Settlement Agreement and the Court’s Order.

16 14. Each Individual Settlement Payment and Individual PAGA Payment check will be
17 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
18 issued, and thereafter, will be canceled. Any funds associated with such canceled checks shall be
19 distributed by the Settlement Administrator to the State of California’s Unclaimed Property Division
20 in the name of the Settlement Class Member and/or PAGA Employee.

21 15. As of the Effective Date and the date the QSF is funded, each Participating Class
22 Member, and without the need to manually sign a release document, in exchange for the consideration
23 recited in the 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 fully and
25 finally release the Released Parties from all causes of action and claims that were alleged in the
26 Operative Complaint or reasonably could have been alleged based on the facts and legal theories
27 contained in the Operative Complaint, which accrued during the Class Period, including, but not
28 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”).

16. 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”).

17. As of the Effective Date and the date the QSF is funded, in exchange for the

1 consideration set forth in the Settlement Agreement Plaintiff shall release all claims against Released
2 Parties, including all claims alleged in the Operative Complaint, and be bound by a Civil Code Section
3 1542 release and waiver of all claims known and unknown, without exception, except as may be
4 prohibited by law. This specifically excludes claims for unemployment insurance, disability, Social
5 Security, and workers' compensation (except for claims pursuant to California Labor Code Sections
6 132a and 4553). It is agreed that this is a general release and is to be broadly construed as a release of
7 all claims, provided that, notwithstanding the foregoing, this General Release expressly does not
8 include a release of any claims that cannot be released here under by law. Plaintiff understands that
9 she may hereafter discover claims or facts in addition to or different from those which Plaintiff now
10 knows or believes to exist with respect to the subject matter of the General Release and which, if
11 known or suspected at the time of executing the General Release, may have materially affected the
12 Settlement. Nonetheless, Plaintiff waives any right, claim or cause of action that might arise as a result
13 of such different or additional claims or facts. Plaintiff acknowledges that she understands the
14 significance and consequence of such release and such specific waiver of Cal. Civ. Code Section 1542.
15 Section 1542 of the California Civil Code provides: A GENERAL RELEASE DOES NOT EXTEND
16 TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
17 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
18 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS
19 OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. .

20 18. "Released Parties" means Adobe, Inc., Adobe Systems, Incorporated, Defendant and
21 their past, present, and future, whether direct or indirect, officers, directors, members, managers,
22 employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, and
23 administrators.

24 19. This Court shall retain jurisdiction with respect to all matters related to the
25 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
26 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
27 Settlement and the determination of all controversies relating thereto.
28

1 20. Notice of entry of this Order and Judgment shall be given to the Class Members and
2 PAGA Group Members by posting a copy of this Order and Judgment on the Settlement
3 Administrator's website in accordance with the terms of the Settlement Agreement.

4 21. A Compliance Hearing is set for _____ at _____
5 in Department 613 of this Court located at Civic Center Courthouse, 400 McAllister Street, San
6 Francisco, California 94102. The Settlement Administrator shall file a Final Report by
7 _____.

8 **IT IS SO ORDERED.**

9 Dated: _____

Honorable Jeffrey S. Ross