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on behalf of herself and all others similarly
situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

COLLEEN DOVER, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

BNY INVESTMENT MANAGEMENT
SERVICES LLC., a Delaware limited liability
company; THE BANK OF NEW YORK
MELLON, a New York corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV09140

[Assigned for all purposes to the Hon. Carolyn
B. Kuhl in Dept. 12]

**DECLARATION OF VEDANG J. PATEL
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND
PROVISIONAL CLASS
CERTIFICATION FOR SETTLEMENT
PURPOSES ONLY**

DECLARATION OF VEDANG J. PATEL

1
2 1. I am an attorney at law, duly licensed to practice before all the Courts of the State
3 of California and I am a Partner and Senior Managing Attorney at Bibiyan Law Group, P.C.,
4 counsel for plaintiff Colleen Dover (“Plaintiff”), and all others similarly situated and aggrieved.
5 As such, I am familiar with the file in this matter and, if called as a witness, I could and would
6 competently testify to the following facts of my own personal knowledge.

7 2. On or around April 11, 2024, Plaintiff filed with the California Labor and Workforce
8 Development Agency (“LWDA”) and served on defendants BNY Investment Management
9 Services, LLC, and The Bank of New York Mellon (collectively, “Defendants”) a notice under
10 Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to recover
11 civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“PAGA
12 Notice”). A true and correct copy of the PAGA Notice is attached hereto as Exhibit “2.”

13 3. Also, on or around April 11, 2024, Plaintiff commenced this action by filing a class
14 action complaint alleging causes of action against Defendants and Debra Harris, for: (1) failure to
15 pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or
16 compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5)
17 failure to pay all wages due upon separation from employment; (6) failure to provide accurate wage
18 statements; (7) failure to timely pay wages during employment; (8) failure to indemnify for business
19 expenses; (9) failure to pay unused vested vacation time; and (10) engaging in unfair competition
20 (the “Action”).

21 4. On or around October 23, 2024, the Court dismissed Debra Harris as a defendant.

22 5. Thereafter, Plaintiff and Defendants (collectively, the “Parties”) agreed to exchange
23 informal discovery and attend mediation.

24 6. Prior to mediation, Plaintiff obtained, through informal discovery: (1) a sampling of
25 time and payroll records of the estimated 324 putative class members; (2) data points, including the
26 number of putative class members and workweeks from April 11, 2020 through August 14, 2025,
27 the number of employees separated in the waiting time penalty period, the number of putative
28 aggrieved employees, the number of pay periods during the PAGA Period, and the average hourly

1 rate of pay, among others; (4) Defendants’ applicable wage and hour policy documents; and (5)
2 relevant documents pertaining to Plaintiff available to Defendants, including her personnel and
3 payroll records.

4 7. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set
5 forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker*
6 *Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 (“Dunk/Kullar”).

7 8. On or around September 25, 2025, the Parties participated in an all-day mediation
8 presided over by Allison Eckstrom, Esquire, a well-regarded mediator experienced in mediating
9 complex labor and employment matters. The mediation was successful, and the Parties agreed to
10 globally resolve all claims in the Action, as well as claims that could be asserted based on the PAGA
11 Notice. As part and parcel to the Agreement, the Parties agree to stipulate to Plaintiff’s filing a First
12 Amended Complaint in the Action, adding all claims set forth in the PAGA Notice. The First
13 Amended Complaint is the operative complaint in the Action (“Operative Complaint”).

14 9. Class Counsel have conducted significant investigation of the law and facts relating
15 to the claims asserted in the Action and the PAGA Notice, and have concluded that the Settlement
16 is fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account
17 the sharply contested issues involved, the expense and time necessary to litigate the Action through
18 trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse
19 outcome, the uncertainties of complex litigation, the information learned through informal discovery
20 regarding Plaintiff’s allegations, and the substantial benefits to be received by the Settlement Class
21 Members.

22 **The Proposed Settlement**

23 10. Subject to Court approval pursuant to Code of Civil Procedure section 382 and
24 California Rules of Court, rule 3.679, et seq., the Parties have agreed to settle the Action as set
25 forth in the Operative Complaint by agreement upon the terms and conditions and for the
26 consideration set forth in the Settlement Agreement, a copy of which is attached hereto as Exhibit
27 “1” thereto. Plaintiff submits a partially executed version of the Settlement Agreement for the
28 Court’s review. Plaintiff has been informed by Defendants that they will provide signatures on the

1 Agreement forthwith and Plaintiff intends to file the fully executed version of the Agreement once
2 received A summary of the terms of the settlement is as follows:

3 Defendants will stipulate, for purpose of this settlement only, as follows:

- 4 • Certification of a class (“Settlement Class,” “Settlement Class Members” or “Class
5 Members”) defined as: any and all current or former non-exempt employees of
6 defendants BNY Investment Management Services, LLC, and The Bank of New York
7 Mellon (collectively, “Defendants”) who worked in California during the period from
8 April 11, 2020 to the date of Preliminary Approval, unless an earlier end date is selected
9 by Defendants pursuant to the Settlement Agreement (“Class Period”).
- 10 • Defendants will pay \$1,625,000.00 (“Gross Settlement Amount”) to resolve the matter.
- 11 • Defendants represent that there were approximately 38,201 Workweeks worked by Class
12 Members from April 11, 2020 to August 14, 2025. In the event the number of
13 Workweeks worked by Class Members increases by more than 10% as of the date of
14 preliminary settlement approval, (i.e., more than an additional 3,820 Workweeks worked
15 for a total of more than 42,021 Workweeks), then Defendants shall make an election that
16 one of the following occur: (1) either the Gross Settlement Amount shall be increased
17 proportionally by the number of Workweeks worked in excess of 42,021 multiplied by
18 the Workweek Value; or (2) the Class Period and PAGA Period (as well as the end date
19 for the release period) will end on the date that the number of Workweeks worked by
20 Class Members beginning April 11, 2020, reaches 42,021, In the event Defendants elect
21 to increase the Gross Settlement Amount proportionally, the Workweek Value shall be
22 calculated by dividing the Gross Settlement Amount by 38,201 and, thus, the Parties
23 agree that the Workweek Value amounts to, and the settlement amounts, to \$42.54 per
24 Workweek. ($\$1,625,000 / 38,201$ Workweeks.). Thus, for example, should Defendants
25 elect the former of the two options, and there are 43,931 Workweeks in the Class Period,
26 then the GSA shall be increased by \$81,251.40. ($(43,931 \text{ Workweeks} - 42,021$
27 $\text{Workweeks}) \times \$42.54 / \text{Workweek}$.) Defendants must exercise their election pursuant
28 to this Paragraph at least 7 days before the first set motion for Preliminary Approval or

1 it will be assumed Defendant has elected Option 1 in this Paragraph. Any said election
2 may be reflected by, declaration testimony, a communication from Defendants' Counsel,
3 an addendum of the settlement, or an amendment thereto, or other method agreed to by
4 the Parties or required by the Court.

- 5 • Defendants will pay the employer's share of payroll taxes on the wage portion of the
6 Settlement separate and apart from the Gross Settlement Amount.
- 7 • This is a non-reversionary settlement.
- 8 • Class Members will be paid their *pro rata* share of the Net Settlement Amount of the
9 class action settlement based on the total number of Workweeks¹ worked during the
10 Class Period.
- 11 • "Workweek" means any workweek during the Class Period in which a Class Member
12 worked for Defendants in a non-exempt position in California
- 13 • The Settlement Administration costs, estimated not to exceed \$6,990.00, will be paid
14 out of the Gross Settlement Amount.
- 15 • Class Counsel, comprised of David D. Bibiyan, Vedang J. Patel, and Jason Rothman
16 of Bibiyan Law Group, P.C., may apply for, and Defendants will not oppose,
17 attorneys' fees of *up to* thirty-five percent (35%) of the Gross Settlement Amount,
18 which, unless escalated pursuant to the Settlement Agreement, amounts to
19 \$568,750.00, and actual costs, not to exceed \$60,000.00, all of which will be paid out
20 of the Gross Settlement Amount. Class Counsel may seek less than 35% at the time of
21 final approval.
- 22 • Class Counsel hereby apply for, and Defendants will not oppose, a service award of
23 up to \$10,000.00 to Plaintiff, which will be paid out of the Gross Settlement Amount.
- 24 • "PAGA Members" or "Aggrieved Employees" means any and all current or former non-
25 exempt employees of Defendants who worked in California during the period from April
26 11, 2023, through Preliminary Approval unless a different end date is selected by
27

28 ¹ "Workweek" means any workweek during the Class Period in which a Class Member worked for Defendants in a non-exempt position in California

Defendants pursuant to the Settlement Agreement (“PAGA Period”).

- Defendants have agreed to pay \$113,750.00 as PAGA penalties, seventy-five percent (75%) or \$85,312.50 of which will be paid to the LWDA out of the Gross Settlement Amount, and twenty-five percent (25%) or \$28,437.50 of which will be distributed to the Aggrieved Employees.
- If Participating Class Members (Class Members who do not submit a valid and timely Request for Exclusion from the non-PAGA portion of the Settlement) and/or PAGA Members do not cash their checks within the 180-day period, those checks will become void and a stop payment will be placed on the uncashed checks. The amounts represented by such checks will be sent to the Controller of the State of California to be held by the Unclaimed Property Fund in the name of the individual to whom the uncashed check was addressed, for the benefit of those individuals who did not cash their checks until such time as they claim their property.

Settlement Agreement and Accompanying Documents

11. Attached hereto as Exhibit “1” is a true and correct copy of the Agreement partially executed by the Parties. I am nd believe, based upon conversations with counsel for Defendants, that Defendants will provide signatures on the Agreement forthwith. Once received, the Parties will submit a fully executed Agreement.

12. Attached to the Agreement as Exhibit “A” thereto is the proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) to be distributed to Class Members in English and Spanish.

13. The Parties have agreed to use Apex Class Action, LLC (“Apex”), an experienced settlement administrator, to administer the settlement.

14. On or about February 23, 2026, my office submitted a copy of the Settlement Agreement to the California Labor and Workforce Development Agency (“LWDA”) in compliance with Labor Code section 2699, subdivision (1)(2). A true and correct copy of each confirmation from the LWDA in connection with Plaintiff is attached hereto as Exhibit 3.

The Settlement was Negotiated at Arms-Length and not Collusive

1 15. The Settlement that has been reached, subject to this Court’s approval, is a product
2 of substantial efforts by the Parties and their counsel. The Settlement was reached after extensive
3 factual and legal investigation and research; the exchange of informal discovery; substantial
4 negotiation regarding the scope of informal discovery; exchange of documents and information that
5 included review of time and pay records and analysis thereof with the aid of Plaintiff and expert
6 consultant; analysis of shifts and Workweeks worked by Class Members in the Class Period,
7 analysis of the number of pay periods and number of Aggrieved Employees in the PAGA Period for
8 calculating PAGA penalties, number of Class Members eligible for wage statement penalties and
9 waiting time penalties; an analysis of Plaintiff’s employment records; extensive correspondence and
10 communication between counsel; a review of pleadings, evidence and rulings in similar actions
11 litigated elsewhere in the state; a review of similar cases in the same industry elsewhere in the
12 country; and preparation for and attendance at a full-day mediation, followed by further discussions
13 and coordination to finalize the terms and conditions of the general settlement parameters agreed to
14 by the Parties.

15 16. While Class Counsel believe in the chance of success of certifying the claims, Class
16 Counsel recognized the potential risk, expense and complexity posed by further litigation.
17 Moreover, litigating Plaintiff’s claims in this litigation—claims that involve approximately 324
18 Class Members during the Class Period—would require substantial preparation and discovery, and
19 ultimately would involve the deposition and presentation of numerous more witnesses (including
20 Class Members and expert witnesses), as well as the consideration, preparation and analysis of
21 expert reports. Therefore, should litigation have progressed any further, there would have been
22 significant expense incurred by each side (above and beyond the expense already incurred).

23 **The Settlement Amount is Well Within the Range of Reasonableness**

24 17. The settlement amount reached in this case provides significant recovery to Class
25 Members and Aggrieved Employees, and easily falls within the range of reasonableness. Based on
26 documents and information provided by Defendants, Class Counsel understand, as of the date of the
27 mediation, there are no more than 38,201 Workweeks during the Class Period.

28 **Unpaid Wages for Failure to Pay for All Time Worked**

1 Synthetic Time Entries

2 18. Class Counsel theorized, based on Plaintiff's narrative evidence and documents
3 produced by Defendants, that Defendants failed to pay all wages due to Class Members because
4 Defendants required Class Members to work off-the-clock or Class Members spent time off-the-
5 clock under Defendants' control. Specifically, Class Counsel contend that Defendants required
6 Class Members to record synthetic time entries, i.e., required Class Members to write their
7 scheduled start time and end time of each shift on a time sheet throughout the Class Period, instead
8 of actual time worked, giving rise to a reasonable presumption of unrecorded and thus, unpaid time
9 worked throughout the Class Period.

10 19. One theory advanced by Class Counsel alleged, based on Plaintiff's narrative evidence,
11 that Class Members worked off-the-clock for a conservative estimate of five (5) minutes, or had a
12 conservative estimate of 5 minutes of unrecorded and unpaid worked in each shift throughout the
13 Class Period. Class Counsel understand, based on time and payroll records produced by Defendants
14 and analysis thereof by expert data consultants retained by Class Counsel, that there were
15 approximately 217,242 shifts during the Class Period, 30.4% of which were over eight (8) hours in
16 length, and Class Members had an average hourly rate of pay of \$25.29. Thus, one calculation
17 performed by Class Counsel resulted in Defendants' potential exposure for unpaid off-the-clock
18 work in an amount of \$506,331 ([217,242 shifts x 0.304 shifts over eight hours x 0.08 hour x \$25.29
19 x 1.5 overtime rate] + [217,242 shifts x 0.696 shifts under eight hours x 0.08 hour x \$25.29]).

20 20. Defendants contend that their policies specifically prohibit off-the-clock work and that
21 they did not require Class Members to work off-the-clock and, rather, they were paid for all time
22 suffered or permitted to work. Moreover, throughout the class period, employees certified the
23 accuracy of the hours submitted at least once per pay period. Defendants also contend that any
24 allegations that Class Members were required work off-the-clock would necessitate an
25 individualized inquiry into when, why, and whether Defendants had knowledge, making this claim
26 not subject to class treatment and any trial in this litigation unmanageable. Thus, Defendants contend
27 that no class damages can be recovered here, and, even if, arguendo, they could, an estimate of five
28 (5) minutes of unpaid time for every single shift worked by all Class Members during the Class

1 Period is an inflated assumption of time spent working off-the-clock if any such time was spent.

2 **Recovery of Damages for Non-Compliant Meal Periods**

3 21. Class Counsel theorized, based on Plaintiff's narrative evidence and documents
4 produced by Defendants, that Defendants' meal period practices throughout the Class Period were
5 non-compliant because meal periods were late, short or missed due to: (1) Defendants' practice
6 of requiring Class Members to record synthetic time entries, i.e., requiring Class Members to write
7 their scheduled start time and end time of meal periods, which were nearly all exactly 30 minutes
8 (for 97% of meal-eligible shifts), on a sheet throughout the Class Period instead of actual time
9 taken for meal periods, giving rise to a reasonable presumption of non-compliant meal periods
10 throughout the Class Period; (2) time constraints for processing payments for clients; (3)
11 interruptions by managers to help process payments even during meal periods; and (4) Defendants
12 failure to provide a second meal period to Class Members with shifts of more than 10 hours.
13 Notably, there were no meal period premiums ever issued throughout the Class Period.

14 22. Counsel theorized, based on documents produced by Defendants and analysis
15 thereof by expert data consultants retained by Class Counsel that if the time records showed
16 synthetic rather than actual meal periods, 97,902 (45.6%) of 214,613 meal-eligible shifts had
17 unique meal period violations (late, short, or missed meal periods). Thus, one calculation
18 advanced by Class Counsel resulted in Defendants' maximum exposure for presumed meal period
19 violations in the approximate amount of \$2,475,942 ([97,902 presumed meal period violations x
20 \$25.29/hour).

21 23. Class Counsel understand that Defendants make the following defenses in
22 connection with this claim: Defendants contend that they had compliant meal period policies and
23 practices and that Class Members were expected to take and took timely and full meal periods.
24 According to Defendants, the sample of time records they provided for Plaintiff and other putative
25 class members showed a high percentage of facially compliant recorded meal periods (over 85%).
26 Further, employees certified when submitting their time that they were provided the opportunity
27 to take all required meal and rest periods in accordance with BNY Mellon's meal and rest break
28 policies. Defendants further contend that any instance of a Class Member failing to take a

1 compliant meal period was voluntary, and would necessitate an individualized inquiry not capable
2 of certification and would not lend itself to a manageable trial. See, e.g., *Donohue v. AMN*
3 *Services, LLC*, 11 Cal. 5th 58, 74-76 (2021) (noting that questions of why an employee does not
4 take a meal period despite compliant written policies is an individualized liability question that
5 cannot be adjudicated on a class-wide basis). Thus, Defendants contend that *no* class damages
6 could be recovered but, even if any amounts were due, the alleged violation rate and maximum
7 amount calculated by Class Counsel is extremely excessive.

8 **Recovery of Damages for Non-Compliant Rest Periods**

9 24. Class Counsel theorized, based on Plaintiff's narrative evidence and documents
10 produced by Defendants, that Defendants' rest period policies and practices throughout the Class
11 Period were non-compliant because rest periods were late, short or missed due to: (1) Defendant's
12 policy and practice of not allowing Class Members to leave the premises during rest periods; and
13 (2) Defendant's failure to provide a second rest period to Class Members with shifts of more than
14 6 hours. Notably, there were no rest period premiums ever issued throughout the Class Period.

15 25. Thus, one calculation performed by Class Counsel resulted in, assuming a 40%
16 violation rate for the 216,984 rest-eligible shifts, Defendants' maximum exposure for failure to
17 provide compliant rest periods in an amount of \$2,195,010 (216,984 shifts x 0.40 violation rate x
18 \$25.29/hour).

19 26. Class Counsel understand that Defendants make the following defenses in
20 connection with this claim: As with the meal periods, BNY maintains compliant policies
21 providing 10-minute rest breaks for every four hours worked or major fraction and expressly
22 stating employees can leave the premises on their rest breaks. Also, employees provided the
23 certifications referenced above for each pay period. Given BNY's compliant policies and
24 practices, Plaintiff will be unable to establish that she or others did not have an opportunity to take
25 a rest period. Nor will such an individualized claim be certified. Finally, Defendants contend that
26 a 40% violation rate is a wild exaggeration of non-compliant rest periods, if there were any. Thus,
27 Defendants contend that *no* class damages can be recovered for this claim but, even if any amounts
28 were due, the amount calculated by Class Counsel is highly overstated.

1 **Wage Statement Violations**

2 27. Class Counsel understand from the data provided by Defendants that there were
3 10,795 pay periods during the relevant statutory time period for Class Members. If, in fact, Class
4 Members worked off-the-clock every shift as set forth above, and no rest premiums were paid,
5 every wage statement would thus, Class Counsel theorized, violate Labor Code section 226. Thus,
6 one calculation performed by Class Counsel, resulted in Defendants' maximum exposure for wage
7 statement violations in the amount of \$507,000 (6,070 pay periods x \$50 for initial pay period x
8 \$100/ subsequent pay periods, capping penalties per employee at \$4000).

9 28. Class Counsel understand that Defendants make the following defenses in
10 connection with this claim: Defendants contend that the wage statements issued to the employees
11 fully complied with Labor Code section 226. Defendants contend that because they believe no
12 wages including premiums are owed and that they have a good faith that precludes the imposition
13 of penalties under Section 226, thus, there can be no derivative penalties. However, Class Counsel
14 also understand the risks inherent in this claim if the above claims were not certified. Class
15 Counsel also had to factor in, and did factor in, the risk that the Court would find there was no
16 injury to Class Members even if the wage statements were inaccurate or that Defendants' conduct
17 was not intentional, both of which are requirements of Labor Code section 226 before penalties
18 can issue.

19 **Waiting Time Penalties**

20 29. Class Counsel theorized, based on relevant documents provided by Defendants, that,
21 under Labor Code section 203, Defendants are liable to pay each Class Member, who was terminated
22 during the relevant statutory period, a full 30-day worth of wages as waiting time penalty for failure
23 to pay compensation in lieu of compliant meal and rest periods, and failure to timely pay all wages
24 due at the time of termination or resignation. Based on relevant documents provided by Defendants,
25 there were approximately 173 Class Members who were terminated or resigned during the relevant
26 statutory period. Thus, one calculation performed by Class Counsel resulted in Defendants'
27 exposure for waiting time penalties to be approximately \$1,050,040.80 (173 separated Class
28 Members x \$25.29/hour x 8 hours x 30 days).

30. Class Counsel understand that Defendants contend that former employees are not owed wages and even if some were, BNY had no reason to know that employees were not receiving all wages due or the opportunity to take compliant meal and rest periods, especially when employees were directed to notify BNY if they were ever unable to take a compliant meal or rest period and they certified that they were able to take meal and rest periods. Thus, BNY contends that its good faith defense is a complete defense to waiting time penalties exposure.

PAGA Penalties

31. Class Counsel understand, as of the date of mediation, from the time and payroll data provided by Defendants that Aggrieved Employees collectively worked 6,070 Pay Periods in the PAGA Period. Plaintiff's claims in the Action under PAGA are substantially similar to those described herein. PAGA penalties include penalties for initial violations and subsequent violations. Defendants contend that only initial violation rates may be used instead of the subsequent violation rates initially used by Class Counsel. With this in mind and because Class Counsel through investigation and discovery did not come to the conclusion that Defendants at any time were notified by any governmental entity that they violated any Labor Code sections presented in the PAGA Notice and PAGA claims, Class Counsel adjusted the exposure model for Defendants to include only initial violation rates.

32. While Class Counsel are informed and believe that reasonable minds differ with regard to calculation of PAGA penalties, Class Counsel believe it is reasonable to calculate Defendants' maximum exposure in PAGA penalties as follows:

33. a. Overtime Violations: Labor Code section 558 prescribes penalties of \$50 for an initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of \$303,500 (6,070 pay periods x \$50).

34. b. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of \$100 for an initial violation and \$250 for each subsequent violation. Using the initial pay period rate for all violations and a violation every single pay period for every single Aggrieved Employee

1 in the PAGA Period, this amounts to a maximum exposure of \$607,000 (6,070 pay periods x
2 \$100).

3 35. c. Meal Period Violations: Labor Code section 558 prescribes penalties of
4 \$50 for an initial violation and \$100 for each subsequent violation. Using the initial pay period
5 rate for all violations and a violation every single pay period for every single non-exempt
6 employee in the PAGA Period, this amounts to a maximum exposure of \$303,500 (6,070 pay
7 periods x \$50).

8 36. d. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50
9 for an initial violation and \$100 for each subsequent violation. Using the initial pay period rate
10 for all violations and a violation every single pay period for every single non-exempt employee in
11 the PAGA Period, this amounts to a maximum exposure of \$303,500 (6,070 pay periods x \$50).

12 37. e. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.*
13 (2021) 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate
14 penalty for wage statement violations that are inaccurate, which prescribes penalties of \$100 for
15 an initial violation and \$200 for each subsequent violation (*Id.* at 247-248). Using the initial pay
16 period rate for all violations and a violation every single pay period for every single Aggrieved
17 Employee in the PAGA Period, this amounts to a maximum exposure of \$607,000 (6,070 pay
18 periods x \$100).

19 38. f. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of
20 \$100 for a final pay violation. Because this violation is merited only at separation of employment,
21 a 100% violation rate would likely include just one violation per employee. The data produced by
22 Defendants indicate that there were 62 Aggrieved Employees whose employment was separated
23 during the PAGA Period. This amounts to a maximum exposure of \$6,200 (62 Aggrieved
24 Employees x \$100).

25 39. g. Conclusion: In sum, Class Counsel calculated Defendants' total maximum
26 exposure for PAGA violations if the Court were to find a 100% violation rate for every Aggrieved
27 Employee every pay period and not exercise its discretion to reduce any of those penalties to be
28 \$2,130,700. Class Counsel understand that Defendants argued the following in connection with

1 this claim: Defendants contend that no PAGA penalties are likely to be awarded and, even if they
2 were, the maximum exposure calculated by Class Counsel is vastly overstated. First, Defendants
3 defend that PAGA penalties cannot and should not be stacked. Second, Defendants assert that
4 individualized issues predominate the PAGA claims, making the claims unmanageable for trial.
5 Third, Defendants deny that a violation for each pay period can be established. Fourth, Defendants
6 contend that a Court is highly likely to exercise its discretion to significantly reduce civil
7 penalties under PAGA where, as here, there is no conduct shown by Plaintiff that would show any
8 Labor Code violation by Defendants is knowing and intentional. *See, e.g., Carrington v. Starbucks*
9 *Corp.* 30 Cal. App. 5th 504, 669 (2017) (PAGA penalties reduced by 90%). Defendants insist that
10 this is especially true in the Action where class action damages are available to Class Members,
11 rendering an award of PAGA penalties in addition to class action damages to be double recovery.

12 40. Class Counsel maintain that stacking is permissible, and that there is no
13 manageability requirement under PAGA (citing *Estrada v. Royalty Carpet Mills, Inc.*). As such,
14 Class Counsel believe a 90% discount of this claim to be reasonable, resulting in \$213,070 as a
15 reasonable estimate of the likelihood of what Plaintiff may recover at trial for PAGA penalties
16 (\$2,130,700 x 0.10).

17 Conclusion

18 41. When including derivative penalties, such as waiting time penalties, wage
19 statement violations, and discretionary PAGA penalties, Class Counsel theorized Defendants'
20 maximum exposure to be approximately \$6,947,394. In all, Class Counsel obtained a Gross
21 Settlement Amount of \$1,625,000.00 which is over 23% of the maximum exposure.

22 42. Moreover, \$113,750.00 of the Gross Settlement Amount was attributed to PAGA
23 penalties. This allocation was decided mutually by the Parties and the mutual decision was based
24 on: (1) the recognition that PAGA penalties go largely to the state rather than class members; (2)
25 the risk that the Court may exercise its discretion to decline to stack PAGA penalties; (3) the risk
26 that the Court may exercise its discretion to significantly reduce PAGA penalties available
27 especially when damages and statutory penalties are available for Class Members and it may find
28 any further liability against Defendants unnecessarily punitive.

1 **The Proposed Attorneys' Fees and Costs are Reasonable**

2 43. Class Counsel seek an attorneys' fees award of *up to* thirty-five percent (35%) of the
3 Gross Settlement Amount, which, unless escalated pursuant to this Agreement, would amount to
4 \$568,750.00. Class Counsel also seek reimbursement of costs not to exceed \$60,000.00.

5 **The Requested Enhancement Award to the Named Plaintiff**
6 **and Class Representatives is Reasonable**

7 44. I am informed and believe Defendants do not oppose the requested enhancement to
8 Plaintiff. Class Counsel seek an extremely limited enhancement of up to \$10,000.00 to Plaintiff.

9 **Conditional Certification for Settlement Purposes**

10 **Ascertainability**

11 45. Here, the Class Members definition (*i.e.*, all current or former non-exempt employees
12 of Defendants who worked in California during the Class Period) is derived from the operative
13 complaint. Based solely from Defendants' payroll records, which amounts to approximately 324
14 persons as of August 14, 2025.

15 **Numerosity**

16 46. Class Counsel understand from documents provided that Defendants identified at
17 least 324 Class Members.

18 **Commonality**

19 47. This litigation is brought to resolve common issues that include whether Defendants
20 failed to pay for all hours worked; whether Defendants provided full, timely and un-interrupted meal
21 and rest periods; whether Class Members are entitled to premium pay for incomplete, untimely or
22 interrupted meal or rest periods, among other claims as set forth above.

23 **Typicality**

24 48. Plaintiff's claims are typical of those of other Class Members as Plaintiff: (1) is a
25 non-exempt employee like other Class Members; (2) complains of not being paid for all time
26 under Defendants' control or suffered and/or permitted to work for Defendants; (3) did not receive
27 premium pay for meal periods that were not compliant with the Labor Code; (4) did not receive
28 premium pay for rest periods that were not provided, among others as set forth above.

Adequacy of Vedang J. Patel

49. I graduated with a Bachelor of Arts degree in Economics from the University of California, Davis in 2016.

50. I received my Juris Doctorate from the UCLA School of Law in 2019.

51. After graduating from law school, I practiced law as a member of Murchison & Cumming, LLP on a variety of matters on behalf of defendants.

52. Thereafter, I joined Bibiyan Law Group, P.C., practicing law on behalf of plaintiffs in matters of employment law, and specifically on issue of unpaid wages and class action settlements.

53. I am currently a Partner and Senior Managing Attorney at Bibiyan Law Group, P.C. and head of the Settlement Department. Among other tasks, I oversee and manage all settlements at Bibiyan Law Group, P.C. I also oversee several attorneys, paralegals, and legal assistants and have overseen the settlement of over one hundred (100) class and PAGA matters while with Bibiyan Law Group, P.C.

54. I have also been appointed as Class Counsel in the past in the following actions:

- *Ramirez v. Sea-win*, Case No. 21STCV22026, California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

- *Ortega Chavez v. Winpak Lane, Inc.* Case No. CIVSB2202274, California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

- *Taat v. Acell. Inc.* Case No. 37-2022-00005437-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Matthew Brainer presiding;

- *Jordan v. The Martin-Brower Company*. Case No. 21STCV41435, California Superior Court, County of Los Angeles, Honorable Stuart Rice presiding;

- *Williams v. Marrs*. Case No. 21STCV23775, California Superior Court, County of Los Angeles, Honorable Stuart Rice presiding;

- *Russell v. Staffmark*. Case No. CVRI2103921, California Superior Court, County of Riverside, Honorable Harold Hopp presiding;

- *Ortega Chavez v. Winpak Lane, Inc., et al.* Case No. CIVSB2202274, California

1 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;
2 • *Carrasco v O.H. Barkhordar D.D.S., Inc., et al. Case No. 22STCV21188*, California
3 Superior Court, County of Los Angeles, Honorable Lawrence Riff presiding;
4 • *Correia v. Gallo Glass Company, et al. Case No. CV-21-006459*, California Superior
5 Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
6 • *Hernandez v Bromley Foods, Inc., et al. Case No. 56-2021-00561326-CU-OE-VTA*,
7 California Superior Court, County of Ventura, Honorable Henr Walsh presiding;
8 • *Moreno v. Infiniti Group LLC., et al. Case No. CIVSB2223551*, California Superior
9 Court, County of San Bernardino, Honorable Joseph T. Ortiz presiding;
10 • *Kelley v. Applus Technologies, Inc., et al. Case No. CIVSB2204889*, California Superior
11 Court, County of San Bernardino, honorable Jessica Morgan presiding;
12 • *Helaire, et al. v. Smithfield Packaged Meats Corp., et al. Case No. JCCP5244*, California
13 Superior Court, County of San Bernardino, Honorable Jesica Morgan, presiding;
14 • *Davood v. NKSFB, LLC. Case No. 22STCV17305*, California Superior Court, County of
15 Los Angeles, Honorable Christopher Lui presiding.
16 • *Flores v. United Maintenance Company, Inc., et al. Case No. 21STCV07008*, California
17 Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
18 • *Cabral v. Laser Care Specialists, A Professional Medical Corporation, et al. Case No.*
19 *21STCV25443*, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl
20 presiding;
21 • *Lopez Cabrera v. South Valley Almond Company, LLC, et al. Case No. BCV-2-100722*,
22 California Superior Court, County of Kern, Honorable Bernard C. Barmann, Jr. presiding;
23 • *Portillo Sanchez v. Paragon Services Janitorial Orange County, LLC, et al. Case No.*
24 *20STCV38562*, California Superior Court, County of Los Angeles, Honorable William F.
25 Highberger presiding;
26 • *Trigueros Garcia v. Highland Plastics, Inc., et al., Case No. CVRI2202836*, California
27 Superior Court, County of Riverside, Honorable Harold Hopp presiding;
28 • *Magana Ramirez v. 360 Support Services, et al. Case No. 22STCV20456*, California

1 Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;
2 • *Helaire v. Smithfield Packaged Meats Corp, et al.* Case No. JCCP5244, California
3 Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;
4 • *Hernandez v. Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA,
5 California Superior Court, County of Ventura, Honorable Henry Walsh presiding;
6 • *Hernandez v. Central Valley Recovery Services, et al.* Case No. VCU290220, California
7 Superior Court, County of Tulare, Honorable Brett Hillman presiding;
8 • *Kelley v Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior
9 Court, County of San Bernardino, Honorable Jessica Morgan presiding;
10 • *Mcintosh v. WWL Vehicle Services Americas Inc., et al.* Case No. 56-2022-00562544-
11 CU-OE-VTA, California Superior Court, County of Ventura, Honorable Benjamin Coats
12 presiding;
13 • *Moore v. Dnata US Inflight Catering LLC, et al.* Case No. CGC-20-586512, California
14 Superior Court, County of San Francisco, Honorable Curtis Karnow presiding;
15 • *Peterson v. Sorenson Engineering, Inc., et al.* Case No. CIVDS2023994, California
16 Superior Court, County of San Bernardino, Honorable David Cohn presiding;
17 • *Torres v. Laurel Avenue, LLC, et al.* Case No. CIVSB2202708, California Superior
18 Court, County of San Bernardino, Honorable David Cohn presiding;
19 • *Ruiz v. Kleen Harvest, Inc., et al.* Case No. 21CV002319, California Superior Court,
20 County of Monterey, Honorable Thomas W. Wills presiding;
21 • *Russell v. Staffmark Investment LLC, et al.* Case No. CVRI12103921, California
22 Superior Court, County of Riverside, Honorable Harold Hopp presiding;
23 • *Vargas-Flores v. Barbor Bay Club, Inc., et al.* Case No. 21CV002396, California
24 Superior Court, County of Alameda, Honorable Michael Markman presiding;
25 • *Low v. Triple Canopy, Inc., et al.* Case No. 37-2023-0007078-CU-OE-CTL, California
26 Superior Court, County of San Diego, Honorable Carolyn Caietti presiding;
27 • *Lopez v. Bachem Americas, Inc., et al.* Case No. 23STCV04258, California Superior
28 Court, County of Los Angeles, Honorable Laura Seigle presiding;

1 • *Romero v. Armstrong Installation Service, et al.* Case No. 22CV022519, California
2 Superior Court, County of Alameda, Honorable Noel Wise presiding;
3 • *Sarmiento, et al. v. Neil Jones Food Company* Case No. 21CECG03825, California
4 Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding
5 • *Mendoza Cendejas v. E. & J. Gallo Winery, et al.* Case No. CV-22-005396, California
6 Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
7 • *Garcia v. Nature Fresh Farms, LLC, et al.* Case No. ECU001961, California Superior
8 Court, County of Imperial, Honorable Jeffery B. Jones presiding;
9 • *Machuca v. Charleys Philly Steaks, et al.* Case No. FCS057713, California Superior
10 Court, County of Solano, Hon. Christine A. Carringer presiding;
11 • *Machuca v. Charleys Philly Steaks, et al.* Case No. FCS058064, California Superior
12 Court, County of Solano, Hon. Christine A. Carringer presiding;
13 • *Olivares v. PCI Industries, LLC, et al.* Case No. 22STCV37965, California Superior
14 Court, County of Los Angeles, Hon. Samantha P. Jessner presiding;
15 • *Sarmiento v. The Neil Jones Food Company., et al.* Case No. 21CECG03825, California
16 Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding;
17 • *Jimenez v. Route 66, Post Acute LLC Agency, LLC., et al.* Case No. 23STCV03441,
18 California Superior Court, County of Los Angeles, Hon. Laura A. Seigle presiding;
19 • *Diaz v. UCA General Insurance Services, Inc., et al.* Case No. 30-2021-01185227-CU-
20 OE-CXC, California Superior Court, County of Orange, Hon. Randall J. Sherman presiding;
21 • *Moctezuma v. Direct Line Global, LLC., et al.* Case No. 23CV033075, California
22 Superior Court, County of Alameda, Hon. Michael Markman presiding;
23 • *Williams v. Fortec Medical, Inc., et al.* Case No. 22CV014116, California Superior
24 Court, County of Alameda, Hon. Michael Markman presiding; and
25 • *Arballo et al. v. California Custom Fruits and Flavors, Inc., et al.* Case No.
26 22STCV35657, California Superior Court, County of Los Angeles, Hon. Elihu Berle presiding;
27 • *Boothe et al. v. Lemonade Restaurant Group, LLC, et al.* Case No. 22STCV38302,
28 California Superior Court, County of Los Angeles, Hon. Laura Seigle presiding;

• *Montoya et al. v. FPR II, L.L.C., et al.* Case No. 22CV404499, California Superior Court, County of Santa Clara, Hon. Theodore C. Zayner;

• *Martinez Flores v. APT Maintenance, Inc., et al.* Case No. 22CV024427, California Superior Court, County of Alameda, Hon. Somnath Raj Chatterjee presiding; and

55. I have also settled matters on a “PAGA Only” basis for aggrieved employees in the past, including in:

• *Bailey v. Cannon Constructors*, Case No. 21STCV38274, California Superior Court, County of Los Angeles, Honorable Carolyn Kuhl presiding.

• *Johns v. Whelan Security of California, Inc., et al.* Case No. 22STCV68687, California Superior Court, County of Los Angeles, Honorable Laura Seigle presiding;

• *Carrion v. Clutter, Inc., et al.* Case No. 23STCV06709, California Superior Court, County of Los Angeles, Honorable Kerry Bensinger presiding;

• *Juarez v. Calmet Services, Inc., et al.* Case No. 21STCV33668, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;

• *Pattingale v. Laird Family Estate, LLC et al.* Case No. 22CV000048, California Superior Court, County of Napa, Honorable Cynthia P. Smith presiding;

• *London Young v. Amazon.com LLC, et al.* Case No. 21STCV38280, California Superior Court, County of Los Angeles, Honorable Elaine Lu presiding;

• *Latrice Ackles v. Brinker Restaurant Corporation, et al.* Case No. 22STCV19068, California Superior Court, County of Los Angeles, Honorable Gail Killefer presiding;

• *Ruvalcaba v. Rod Fraser Enterprises, Inc., et al.* Case No. 30-2023-01308022-CU-OE-CXC, California Superior Court, County of Orange, Hon. Layne H. Melzer presiding;

• *Rhea et al. v. Stars behavioral health Group, Inc., et al.* Case No. CIVDS2017661, California Superior Court, County of San Bernardino, Hon. Joseph T. Ortiz presiding;

Adequacy of Plaintiff

56. Class Counsel believe no conflicts, disabling or otherwise, exists between Plaintiff and Class Members because Plaintiff alleges to have been damaged by the same alleged conduct of Defendants (*i.e.*, Plaintiff is classified as non-exempt, hourly-paid employee, not paid premium pay,

1 etc.) and thus has the incentive to fairly represent all Class Members' claims to achieve the
2 maximum possible recovery.

3 **Superiority of Class Action**

4 57. Class Counsel believe this wage and hour class action is a superior vehicle for
5 resolution of the issues it seeks to resolve. It deals with common issues that are most efficiently
6 adjudicated together, as indicated above. Moreover, with at least 324 Class Members, presentation
7 of all of them before this Court may be problematic, impractical, and burdensome.

8 ///

9 I declare under penalty of perjury under the laws of the state of California that the
10 foregoing is true and correct this February 23, 2026, at Los Angeles, California.

11 */s/ Vedang J. Patel*

12 _____
13 VEDANG J. PATEL
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EXHIBIT 1

**JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

This Joint Stipulation of Class, and PAGA Representative Action Settlement and Release (hereinafter “Settlement Agreement” or “Agreement”) is made and entered into by and between the following parties: Plaintiff Colleen Dover (“Plaintiff”), individually and on behalf of other similarly situated and allegedly aggrieved employees, and Defendants BNY Investment Management Services, LLC, and The Bank of New York Mellon (collectively, “Defendants”), (Plaintiff and Defendants are referred to collectively as the “Parties”), and their respective counsel of record. This Settlement Agreement is subject to the terms and conditions set forth below and to the approval of the Court. This Settlement Agreement supersedes any and all prior memoranda of understanding and accurately sets forth the Parties’ class action, and PAGA settlement to resolve all claims as detailed below.

I. DEFINITIONS

1. “Action” means the Lawsuit and the PAGA Notice.
2. “Class” and/or “Class Members” means any and all current or former non-exempt employees of Defendants who worked in California during the Class Period.
3. “Class Counsel” or “Plaintiff’s Counsel” means David D. Bibiyan Jason Rothman, Saima Gipson, Megan Lazar, and Vedang J. Patel of Bibiyan Law Group, P.C.
4. “Class Counsel Fees Payment” means an amount of no more than thirty-five percent (35%) of the Gross Settlement Amount payable to Class Counsel’s reasonable attorneys’ fees incurred to prosecute the Action, which, unless increased pursuant to this Agreement, amounts to \$568,750.
5. “Class Counsel Litigation Expenses Payment” means an amount not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00) allocated to Class Counsel for reimbursement of expenses incurred to prosecute the Action.
6. “Class Data” means Class Member and PAGA Member identifying information in Defendants’ possession including the name, last-known mailing address, Social Security Number, and number of Covered Class Workweeks for Class Members and Covered PAGA Pay Periods for PAGA Members.
7. “Class Member Address Search” means the Settlement Administrator’s investigation and

search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Settlement Administrator with Class Members.

8. “Class Notice” or “Notice of Class Settlement” means the Court-approved notice of class action settlement and hearing date for final court approval, to be mailed to Class Members and PAGA Members, attached hereto as Exhibit A.

9. “Class Period” means the period from April 11, 2020 to the date of Preliminary Approval, unless a different end date is selected by Defendants pursuant to Paragraph 117

10. “Class Representative” and/or “Plaintiff” means Colleen Dover, the named plaintiff in the Action who is seeking Court approval to serve as a Class Representative.

11. “Class Representative Service Payment” means the payment not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Class Representative for initiating the Action, providing services in support of the Action, and for providing a general release of claims and waiver of California Civil Code § 1542.

12. “Court” means the Los Angeles County Superior Court and the judicial officer presiding over the Action to be filed.

13. “Covered Class Workweek” or “Workweek” means any workweek during the Class Period in which a Class Member worked for Defendants in a non-exempt position in California.

14. “Covered PAGA Pay Period” or “Pay Period” means any pay period within the PAGA Period in which a PAGA Member worked for Defendants in a non-exempt position in California.

15. “Defendants’ Counsel” means Morgan, Lewis & Bockius LLP.

16. “Effective Date” means the date when all of the following events have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after any appeal or other appellate

proceeding challenging or opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief, or the appellate court affirms the Judgment and issues a remittitur. In this regard, it is the intention of the Parties that the Settlement shall not become effective, and Defendant will not be obligated to fund this Settlement, until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant, objector, or intervenor who seeks to contest the Settlement.

17. "Employer's Payroll Taxes" means Defendants' share of any applicable employer payroll taxes on the wage-portion of the Individual Class Payments to be paid in connection with the Settlement, which Defendants shall pay in addition to the Gross Settlement Amount.

18. "Estimated Preliminary Approval Data" means the Defendants' estimate for total number of (i) Class Members, (ii) PAGA Members, (iii) Covered Class Workweeks, and (iv) Covered PAGA Pay Periods.

19. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

20. "First Amended Complaint" means the First Amended Complaint, which will add Plaintiff's PAGA cause of action, as asserted in the PAGA Notice to the Lawsuit and which Plaintiff will file with the Court after execution of this Settlement Agreement.

21. "Gross Settlement Amount" means One Million Six Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$1,625,000.00), which is the total amount Defendants agree to pay under the Settlement, and which does not include the amount of the Employer's Payroll Taxes and, if applicable, any increase in the Gross Settlement Amount pursuant to Paragraph 117 of this Agreement. The Gross Settlement Amount shall be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Settlement Administrator's Expenses.

22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of each Participating Class Member's Covered Class Workweeks relative to the total number of Covered Class Workweeks attributable to all

Participating Class Members. Individual Class Payments to Participating Class Members shall be characterized as twenty percent (20%) wages, reported on an IRS Form W-2, and eighty percent (80%) non-wages (i.e., penalties, interest, reimbursements), reported on an IRS Form 1099, and shall be paid in consideration of Participating Class Members' releases of the Released Class Claims.

23. "Individual PAGA Payment" means the PAGA Member's pro rata share of the PAGA Group Payment calculated according to the number of each PAGA Member's Covered PAGA Pay Periods relative to the total number of Covered PAGA Pay Periods attributable to all PAGA Members. Individual PAGA Payments to PAGA Members shall be characterized as non-wage payments (i.e., penalties), reported on an IRS Form 1099, and shall not be subject to any Requests for Exclusion.

24. "Lawsuit" means the lawsuit titled *Colleen Dover v. BNY Investment Management Services, LLC, et al.*, pending in the Los Angeles County Superior Court, Case No. 24STCV09140.

25. "LWDA PAGA Penalty Amount" is the 75% share of the PAGA Penalties that will be paid to the LWDA.

26. "LWDA" means the California Labor and Workforce Development Agency.

27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Settlement Administration Expenses. The remainder is to be paid to Participating Class Members as Individual Class Payments. Any amounts the Court finally approves for such payments which are less than the amounts stated in this Settlement shall remain a part of the Net Settlement Amount.

28. "Non-Participating Class Member" means any Class Member who opts out of the non-PAGA portion of the Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.

29. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*

30. "PAGA Group Payment" means the twenty-five percent (25%) of the PAGA Penalties

due to the PAGA Members in settlement of PAGA claims.

31. “PAGA Member” and/or “Aggrieved Employee” is defined to be any and all current or former non-exempt employees of Defendants who worked in California during the PAGA Period.

32. “PAGA Notice” means Plaintiff’s April 11, 2024 to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

33. “PAGA Penalties” means the \$113,750.00 of PAGA civil penalties or other amount ordered by the Court to be paid in settlement of the claim for PAGA civil penalties to be paid from the Gross Settlement Amount, allocated twenty-five percent (25%) to the PAGA Members as the PAGA Group Payment and seventy-five percent (75%) as the LWDA PAGA Penalty Amount in settlement of PAGA claims.

34. “PAGA Period” means the period from April 11, 2023, through Preliminary Approval unless a different end date is selected by Defendants pursuant to Paragraph 117

35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the non-PAGA portion of the Settlement.

36. “Preliminary Approval” means the Court’s entry of an Order Granting Preliminary Approval and Approval of PAGA Settlement.

37. “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

38. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval and Approval of PAGA Settlement.

39. “Qualified Settlement Fund” means the Qualified Settlement Fund (“QSF”) created under Internal Revenue Code Section 468B, to be overseen by the Settlement Administrator.

40. “Released Class Claims” and “Class Claims” means all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, that were pled or reasonably could have been pled based on the facts and allegations alleged in the Action, including, but not limited to: (1) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (2) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (3) Failure to Provide Meal Periods (Cal. Lab.

Code §§ 226.7, 512); (4) Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7); (5) Waiting Time Penalties (Cal. Lab. Code § 203); (6) Wage Statement Violations (Cal. Lab. Code § 226); (7) Failure to Timely Pay Wages (Cal. Lab. Code §§ 201, 201.3, 202, 203, 204); (8) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (9) Failure to Pay Accrued Paid Time Off and Vacation Pay at Separation (Cal. Lab. Code § 227.3); and (10) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq); and all claims for interest, penalties, attorneys' fees, costs and any other monetary relief based upon the claims described above, and related claims that could have been asserted under the Fair Labor Standards Act, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting that accrued during the Class Period.

41. "Released PAGA Claims" and "PAGA Claims" means all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, for civil penalties under PAGA (Labor Code §§ 2689, et seq.) that were alleged in the PAGA Notice and/or the First Amended Complaint, or that could have been alleged based on the facts and theories asserted in the PAGA Notice, including, but not limited to violations of the Labor Code and IWC Wage Orders for: (1) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (2) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7); (5) Waiting Time Penalties (Cal. Lab. Code § 203); (6) Wage Statement Violations (Cal. Lab. Code § 226); (7) Failure to Timely Pay Wages (Cal. Lab. Code §§ 201, 201.3, 202, 203, 204); (8) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (9) Failure to Pay Accrued Paid Time Off and Vacation Pay at Separation (Cal. Lab. Code § 227.3); (11) Failure to Pay Wages (Cal. Lab. Code §§ 212, 213, 223); (12) Unlawful Deductions (Cal. Lab. Code §§ 221, 404); (13) Unlawful Agreements (Cal. Lab. Code §§ 432.5, 432.6, 432.8); (14) Unlawful Inquiries (Cal. Lab. Code §§ 432.3, 432.7); (15) Failure to Provide Paid Sick Leave, including Paying Paid Sick Leave at the Regular Rate (Cal. Lab. Code §§ 245, et seq.; (16) Failure to Adequate and Accessible Sanitation Facilities; (17) Failure to Provide Adequate Seating; and (18) the Healthy Workplace Healthy Families Act of 2014...

42. "Released Parties" means BNY Investment Management Services, LLC, The Bank of

New York Mellon Corporation, and all of their former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, insurers, and parents, and each of their respective predecessors, successors, and assigns, as well as each of their respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, benefit plans, plan administrators, insurers, and trustees.

43. “Request for Exclusion” and/or “Opt-Out Request” mean a Class Member’s timely submission of a written request to be excluded from the non-PAGA portion of the Settlement signed by the Class Member pursuant to the opt-out procedures set forth in this Agreement.

44. “Response Deadline” means 45 days after the Settlement Administrator mails the Class Notice to Class Members and PAGA Members, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the non-PAGA portion of the Settlement, or (b) mail his or her Objection to the non-PAGA portion of the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Settlement Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired. If the 45th day (or extended Response Deadline following a resent Class Notice) falls on a Sunday or holiday, the Response Deadline shall end on the next business day that is not a Sunday or holiday.

45. “Settlement” means the disposition of the Action effected by this Agreement and the Final Judgment.

46. “Settlement Administration Expenses” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse the reasonable fees and expenses incurred by the Settlement Administrator in effectuating the Settlement, not to exceed \$6,990.00

47. “Settlement Administrator” means Apex Class Action, LLC.

48. “State Court” means the Superior Court of the State of California for the County of Los Angeles, and the judicial officer presiding over the Lawsuit.

49. “Unclaimed Property Fund” means the California Controller’s Unclaimed Property Fund (Cal. Code Civ. Proc. § 1314).

II. LITIGATION BACKGROUND

50. On April 11, 2024, Plaintiff filed a class action complaint against Defendants and Debra Harris in the Lawsuit for: failure to pay overtime and minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to indemnify; violation of Labor Code § 227.3; and unfair competition.

51. Also on April 11, 2024, Plaintiff filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“PAGA Notice.

52. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

53. On October 23, 2024, the Court dismissed Debra Harris as a Defendant.

54. As part of this Agreement, the Parties agree that Plaintiff will seek leave of the State Court to file and then file the First Amended Complaint, that adds a PAGA cause of action that raises all claims asserted in Plaintiff’s PAGA Notice. The Parties hereby stipulate to a conditional agreement to relate the PAGA cause of action back to the date of the original PAGA Notice, dated April 11, 2024 (this conditional agreement referred to herein as the “PAGA Stipulation”). The Parties are entering into this PAGA Stipulation for purposes of the Settlement only. If for any reason the First Amended Complaint is not filed or the Effective Date does not occur, the PAGA Stipulation will have no effect, if filed the First Amended Complaint will be withdrawn, and the Parties will return to the pre-Settlement status quo including refiling the pre-amended class action complaint

55. Prior to mediation Plaintiff obtained, through informal discovery: (1) a sampling of time and payroll records for Class Members during the Class Period; (2) class data points, including the number of Class Members and Workweeks during the Class Period, the number of Aggrieved Employees and Pay Periods during the PAGA Period; (3) Defendants’ wage and hour policy documents, including timekeeping and meal and rest break policies; (4) all documents pertaining to Plaintiff available to Defendants, including Plaintiff’s personnel and payroll records.

56. 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*”).

57. On September 25, 2025, the Parties participated in a mediation with experienced mediator Allison C. Eckstrom, Esq. The Parties engaged in arms length negotiations that led to a mediator’s proposal that the Parties mutually accepted, the terms of which are part of this Agreement.

58. It is the intention of the Parties that this Settlement Agreement will constitute a full and complete settlement and release of the claims averred in the Lawsuit by the Plaintiff individually, and on behalf of the Class Members, and asserted in the PAGA Notice as the authorized proxy and agent of the State of California and the LWDA on behalf of all PAGA Members pursuant to PAGA. This release includes in its effect a release of all the BNY Releasees. The Parties agree that the consideration described herein constitutes adequate consideration for the Settlement and releases described herein.

59. As part of this Agreement, the Parties agree to stipulate to Plaintiff’s filing of a First Amended Complaint in the Lawsuit, adding all claims brought forth in the PAGA Notice, thereby effectively consolidating the Class and PAGA claims in the operative complaint for purposes of Settlement of the Lawsuit.

III. JURISDICTION AND VENUE

60. This Court has jurisdiction over the Parties and the subject matter of this Settlement. This Court will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations provided for herein have been fully executed.

IV. TERMS OF SETTLEMENT

61. NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings set forth herein, the Parties agree, subject to the Court’s approval, as follows:

A. Non-Admission of Liability

62. Nothing in this Settlement Agreement, or any communications, papers, or orders related to this Settlement Agreement, will be construed to be or deemed an admission by the Release Parties of any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the Class Members, the PAGA Members, or any other person, or of any finding or determination that BNY’s policies or practices give rise to any alleged Labor Code violation or are otherwise unlawful, and the Released Parties specifically

disclaim any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the Class Members, the PAGA Members, or any other person. Defendants also maintains that, for any purpose other than settlement, the claims alleged in the Action are not suitable or appropriate for class and/or representative action treatment. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. This Settlement Agreement and any communications, papers, or orders related to the Settlement Agreement may not be cited or otherwise admitted as evidence of liability, whether in the Action or elsewhere. There has been no determination by any Court as to the merits of the claims asserted by Plaintiff against Defendants.

63. Class Counsel have conducted significant investigation of the law and facts relating to the claims asserted in the Action, and have concluded that the Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Class Members and Aggrieved Employees, taking into account the sharply contested issues involved, the expense and time necessary to litigate the Lawsuit through trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through discovery regarding Plaintiff's allegations, and the substantial benefits to be received by Class Members. In the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, the Parties will not be deemed to have waived, limited or affected in any way any claims, rights, remedies, or defenses in connection with the Action.

B. Certification

64. The Parties stipulate, for settlement purposes only, to the certification of the Class as to all claims asserted in the First Amended Complaint pursuant to applicable state law. If for any reason the Court does not approve this Settlement, fails to enter the Final Approval Order, or fails to enter the Judgment or Final Judgment, or if this Settlement Agreement is lawfully terminated for any other reason, Defendants shall retain the absolute right to dispute the propriety of class certification and/or the ability of this action to proceed as a class and/or representative action on all applicable grounds.

C. Non-Approval By The Court

65. In the event that this Settlement Agreement is not approved by the Court, fails to become effective, is reversed, withdrawn or modified by the Court:

- (a) The PAGA Stipulation will have no effect, the Complaint will be withdrawn, and the Parties will return to the pre-Settlement status quo including refiling the pre-amended class action complaint;
- (b) The Settlement Agreement will have no force or effect, other than the confidentiality provisions set forth herein and the non-admission provisions in Paragraph [62];
- (c) The Settlement Agreement will not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
- (d) None of the parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments with respect to the merits of the Action; and
- (e) Defendants do not waive, and instead expressly reserves, its rights to challenge the propriety of the Lawsuit proceeding as a class and/or attempting to be pursued as a PAGA action.

66. However, the Parties agree to cooperate in addressing any Court concerns regarding the Settlement, including amendments to this Agreement which are mutually acceptable by the Parties, and agree to cooperate in good faith to obtain approval of the Settlement.

D. First Amended Complaint

67. After full execution of this Agreement and prior to Plaintiff's filing of her Motion for Preliminary Settlement Approval, or on or around the date of filing of the Motion for Preliminary Settlement Approval, Plaintiff will file the First Amended Complaint with the Court, which will add a cause of action covering all Released PAGA Claims in accordance and subject to the PAGA Stipulation described in Paragraph [54]. The Parties agree that Defendants shall not be required to file a responsive

pleading in response to the First Amended Complaint unless ordered to do so by the Court.

E. Settlement Payments

68. Defendants agree to pay a Gross Settlement Amount (“GSA”) as set forth herein. The parties specifically agree, subject to Court approval, to the following allocations to be paid from the GSA:

- (a) From the GSA, Plaintiff’s Counsel may seek from the Court approval of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment. Defendants will not oppose Plaintiff’s request for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment provided it does not exceed the amounts set forth herein.
- (b) From the GSA, Plaintiff’s Counsel may seek from the Court the Class Representative Service Payment. Defendants will not oppose Plaintiff’s request for the Class Representative Service Payment provided it does not exceed the amount set forth herein.
- (c) From the GSA, payment to the Settlement Administrator for the Settlement Administration Expenses.
- (d) From the GSA, a payment of \$ 85,312.50 or other amount ordered by the Court to the LWDA (the LWDA PAGA Penalty Amount), representing the LWDA’s 75% share of the settlement attributable to PAGA penalties.
- (e) From the GSA, a payment of \$28,437.50 or other amount ordered by the Court to be allocated among PAGA Members as their 25% share of the PAGA Penalties, based on their Covered PAGA Pay Periods. Individual PAGA Payments will be calculated as follows: the numerator shall be the number of the PAGA Member’s individual Covered PAGA Pay Periods; the denominator shall be the total Covered PAGA Pay Periods for all PAGA Members; this fraction shall be multiplied by the total PAGA Group Payment amount.
- (f) From the Net Settlement Amount, Individual Class Payments will be allocated among Class Members based on their Covered Class Workweeks. Individual

Class Payments will be calculated as follows: the numerator shall be the number of the Class Member's individual Covered Class Workweeks; the denominator shall be the total Covered Class Workweeks for all Class Members; this fraction shall be multiplied by the Net Settlement Amount.

- (g) Participating Class Members and PAGA Members may receive separate checks for their Individual Class Payment and Individual PAGA Payment, or may be combined into one (1) check.
- (h) If the Court approves a lesser amount of Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, or the Settlement Administrator Expenses than the amount sought by Plaintiff and Plaintiff's Counsel, any amount not approved by the Court will be added to the Net Settlement Amount to be distributed in pro rata shares to the Participating Class Members as set forth in the Settlement. Plaintiff and Plaintiff's Counsel agree not to appeal an order reducing the requested amount of Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Settlement Administrator Expenses, and/or the Class Representative Service Payment. The Parties agree that the Settlement Agreement will remain binding with such modification(s) to the above amounts as ordered by the Court, and its terms will be otherwise unchanged. This Settlement is not conditioned upon the Court's approval of Plaintiff's Counsel's petition for Class Counsel Fees Payment and/or the Class Counsel Litigation Expenses Payment, or the amount of any Class Representative Service Payment. There will be no additional charge of any kind either to the Class Members or request for additional consideration from Defendants for such work unless, Defendants materially breach this Agreement and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

- (i) The Settlement Administrator will disburse monies from the GSA, including issuing all settlement payment checks, as and when authorized in this Settlement Agreement and by order of the Court, will file and issue any necessary tax reporting documents, and will inform the Parties and (as required) the Court of its fulfillment of the duties imposed by this Settlement Agreement.

F. Released Class and PAGA Claims

69. The Parties agree that this Settlement Agreement is conditioned upon the release of all Released Class Claims and Released PAGA Claims, as set forth herein.

G. Entry of Judgment

70. At the Final Approval Hearing, the Parties will request that the Court, among other things: (a) finally certify the Class for purposes of settlement only; (b) enter a Final Approval Order in accordance with and incorporating the terms of this Settlement Agreement; and (c) approve the settlement as fair, adequate, reasonable, and binding on all Participating Class Members, and PAGA Members.

V. SETTLEMENT ADMINISTRATION

A. Settlement Administrator Duties

71. The Settlement Administrator will create a Qualified Settlement Fund (“QSF”) that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B, to be funded by the GSA, and Employer’s Payroll Taxes, to be paid by Defendants into the QSF, and administered by the Settlement Administrator. The Settlement Administrator shall have control over the distribution of funds from the QSF, once funded. With respect to the QSF, the Settlement Administrator shall: (1) satisfy all federal, state and local and income and other tax reporting, return, and filing requirements with respect to the QSF; and (2) satisfy out of the QSF all fees, expenses and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Settlement Agreement. The aforementioned fees, costs and expenses shall be treated as and included in the costs of administering the QSF and as Settlement Administration Expenses. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section. If the Court does not enter the Final

Approval Order and Judgment or if the Effective Date does not occur, Defendants shall not be obligated to fund the GSA.

72. Pursuant to the terms of this Settlement Agreement, the Settlement Administrator will be responsible for and the Settlement Administration Expenses will cover: (a) calculating each Class Member's potential recovery from the Net Settlement Amount and the PAGA Group Payment; (b) calculating the total number of Workweeks and Pay Periods; (c) preparing and mailing to all Class Members the Class Notice with estimated Individual Class Payment amounts and (if applicable) Individual PAGA Payment amounts, and instructions on how to opt out of or object to the non-PAGA portions of the Settlement, and will take appropriate steps to trace, update and locate any individual Class Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (d) receiving and serving on Class Counsel and Defendants' Counsel, and the Court, Requests for Exclusion and any withdrawal and rescission statements; (e) providing to Class Counsel and Defendants' Counsel a weekly report of activity; (f) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members; (g) determining and paying the final amounts due to be paid to Participating Class Members and PAGA Members after adjustment for funds due to Class Members who opt out of the settlement; (h) calculating and paying from the QSF the Employer's Payroll Taxes.; (i) preparing and mailing the LWDA PAGA Penalty Amount to the LWDA; (j) issuing to Plaintiff, Plaintiff's Counsel, Participating Class Members, and PAGA Members any tax forms as may be required by applicable law for all amounts paid pursuant to this Settlement Agreement; (k) forwarding all taxes and penalties to the appropriate government authorities; (l) preparing and mailing the amount of Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment awarded to Plaintiff's Counsel from the GSA; (m) preparing and mailing the Class Representative Service Payment awarded to Plaintiff from the GSA; (n) reporting to Class Counsel, Defendants' Counsel, and the Court regarding the completion of the tasks identified in this Paragraph; and (o) carrying out other related tasks including the proper maintenance of the QSF and reporting required for that account, in accordance with the terms of this Settlement Agreement.

73. All disputes relating to the Settlement Administrator's ability and need to perform its

duties will be discussed by the Parties and referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement Agreement have been fully executed.

74. Defendants are responsible for paying into the QSF the Employer's Payroll Taxes, separate and apart from the GSA. The Plaintiff and Class Members must pay their own portion of payroll and all applicable income taxes on the one-fifth (1/5) portion of the Class Settlement Payment representing unpaid wages, and such amounts will be withheld by the Settlement Administrator from the Individual Class Payments. Plaintiff, Participating Class Members, and PAGA Members also shall be exclusively liable for any and all tax liability on the settlement amounts allocated as non-wage recovery for interest and penalties. The Settlement Administrator shall be responsible for issuing all necessary tax reporting forms for all amounts paid under this Settlement, making all deductions and withholdings required under law, and timely reporting and remitting the Employer's Payroll Taxes to the appropriate taxing authorities and shall indemnify Defendants for any penalty arising out of an incorrect calculation and/or interest with respect to late payment of the same.

75. The Class Representative Service Payment to the Class Representative shall be treated as compensation for non-wage related claims and alleged injuries and shall be reported on an IRS Form 1099 without withholdings.

76. All portions of the Individual Class Payments to Class Members that are allocated as unpaid wages under this Settlement Agreement shall be considered compensation for disputed wages and business expenses of Participating Class Members during the period of employment with Defendants. To the extent any Individual Class Payment results in any overpayment of unemployment benefits to the Plaintiff and/or any Class Member, the amount of any such overpayment shall be the responsibility of the individual Plaintiff and/or Class Member.

77. Payments will be sent by check to all Participating Class Members and PAGA Members.

78. Each Party to this Settlement Agreement (for purposes of this Paragraph, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Settlement Agreement, and no written

communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure.

79. After all payments have been disbursed from the QSF, the Settlement Administrator shall dissolve the QSF and file a return (SF-1120) with the IRS.

B. Notice to Class Members

80. Within 30 days after the Court grants Preliminary Approval, Defendants shall provide the Class Data to the Settlement Administrator. The Class Data shall only be used by the Settlement Administrator for the purpose of calculating settlement shares and finding and notifying Class Members of the settlement. Class Data will be subject to the Settlement Administrator's confidentiality agreement and shall not be disclosed to the Plaintiff, Class Counsel, or any other Class Members without the written consent of Defendants, except to Class Counsel (1) on an individual basis with advance notice to Defendants and only as needed to resolve an individual Class Member's questions and issues, (2) when disclosing the names of any Class Member who submits an Objection or Request for Exclusion to the Administrator, and (3) on an individual basis to confirm that the name of an individual is listed in the Class Data, provided that Class Counsel first provides the name of the individual to the Administrator and represents that the individual contacted Class Counsel. Otherwise, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other

purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement.

81. Prior to mailing the Class Notice, the Settlement Administrator will update the addresses for the Class Members using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. Any returned envelopes from the initial Class Notice mailing with forwarding addresses will be used by the Settlement Administrator to locate Class Members and re-mail the Class Notice to the correct or updated address. The Settlement Administrator will use appropriate tracing methods, including skip tracing, to attempt to ensure that the Class Notice is received by Class Members. The Settlement Administrator shall also take reasonable steps including skip tracing to locate any Class Member whose Class Notice or settlement check is returned as undeliverable.

82. Within fourteen (14) days after Preliminary Approval and after it has completed all of the address updates for Class Members, the Settlement Administrator shall mail the Class Notice to Class Members.

83. Class Members shall have forty-five (45) days from the date of mailing of the Class Notice to opt out of the Class or object to the Settlement. If the 45th day falls on a Sunday or holiday, the deadline will be the next business day that is not a Sunday or holiday. This deadline shall be extended by 14 additional days for any Class Member to whom the Settlement Administrator re-mails a Class Notice that is lost, misplaced, misrouted or returned as undeliverable.

84. All Settlement Administration Expenses shall come out of the GSA.

C. Opt-Outs

85. Class Members who wish to “opt-out” of and be excluded from the non-PAGA portions of this settlement must submit a written Request for Exclusion from the Settlement Agreement to the Settlement Administrator bearing a post-mark from a date within the Response Deadline. The Request for Exclusion must include: (a) the Class Member’s name, address, and phone number; (b) a statement that the Class Member desires to exclude himself or herself from the case; and (c) the last four digits of the Class Member’s social security number. If a Class Member submits a deficient Request for Exclusion, the Settlement Administrator shall notify the Class Member of the deficiency within five (5)

business days of receipt. The Class Member shall have until the Response Deadline or five (5) business days after the close of the Response Deadline if the notice of deficiency is sent by the Settlement.

Administrator within (5) business days of the end of the Response Deadline to cure said deficiencies. The Settlement Administrator shall accept any signed Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. Class Members submitting untimely or deficient Requests for Exclusion shall be bound by the Settlement and its releases and will be considered Participating Class Members for settlement distribution purposes. Class Members shall be permitted to rescind their Request for Exclusion by communicating rescission to the Settlement Administrator not later than one (1) business day prior to the Final Approval Hearing, or as otherwise ordered by the Court. The Settlement Administrator shall not accept late Requests for Exclusion without the written authorization of Defendants.

86. Class Members are still bound by the Released PAGA Claims even if they submit a valid Request for Exclusion and will receive a check with their Individual PAGA Payment.

D. Objections

87. Only Participating Class Members may object to the non-PAGA portions of the Settlement. Class Members who submit a valid Request for Exclusion from the Settlement (Non-Participating Class Members) are not eligible to object. All written objections must be sent no later than forty-five (45) days after the mailing of the Class Notice, which shall be extended by fourteen (14) additional days for any Class Member to whom the Settlement Administrator re-mails a Class Notice that was lost, misplaced, misrouted, or returned as undelivered. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present objections at the Final Approval Hearing. The written objection should state the Participating Class Member's name and address and describe the reason(s) why the Participating Class Member objects to the Settlement and include or attach any documents upon which the objection is based. Any Participating Class Member who fails to object to the Settlement shall be deemed to have waived any objections and shall be foreclosed from filing any appeal from any Final Approval Order issued by the Court. The Parties may file a response to any objections submitted by objecting Participating Class Members at or prior to the

Final Approval Hearing. Participating Class Members shall be permitted to withdraw their objections in writing by submitting a withdrawal statement to the Settlement Administrator not later than one (1) business day prior to the Final Approval Hearing, or as otherwise ordered by the Court. All PAGA Members will be bound by the Released PAGA Claims and may not object to the Settlement Agreement as to the Released PAGA Claims.

VI. CALCULATION AND DISTRIBUTION OF SETTLEMENT PAYMENTS

A. Calculation of Settlement Amounts

88. The Settlement Administrator shall calculate pro rata Individual Class Payments and Individual PAGA Payments as described in this Settlement Agreement, and based on the Class Data.

B. Eligibility for Settlement Payments

89. Only Class Members who have not opted out of the non-PAGA portion of the settlement will be considered Participating Class Members eligible to receive an Individual Class Payment. Class Members with Covered PAGA Pay Periods will be eligible to receive an Individual PAGA Payment whether or not they opted out of the non-PAGA portion of the settlement.

90. Each Class Notice mailed to a Class Member will identify the number of Covered Class Workweeks and Covered PAGA Pay Periods, as applicable, based on Defendants' records, and will estimate each Class Member's Individual Class Payment and Individual PAGA Payment, as applicable.

91. Class Members will have the right to challenge only their number of Covered Class Workweeks and/or Covered PAGA Pay Periods as shown on the Class Notice. Any such challenges by Class Members must be sent directly to the Settlement Administrator at the address indicated on the Class Notice and must be made within the Response Deadline. The Settlement Administrator will inform Class Counsel and Defendants' Counsel in writing of any timely filed challenges. Defendants' records are presumed to be accurate unless the Class Member submits documentation demonstrating otherwise, *i.e.*, a Class Member who fails to provide written proof will have his or her challenge denied unless the Parties agree to accept the challenge. In the event of any dispute over an individual's workweeks, Defendants' Counsel will investigate the challenge and determine whether any additional workweeks should be credited to the Class Member making the challenge. The Settlement Administrator will decide whether

the Class Member's challenge shall be accepted.

92. The Settlement Administrator shall: (a) date stamp all original Requests for Exclusion and all original rescissions of Requests for Exclusion that it receives; (b) serve copies on Class Counsel and Defendants' Counsel no later than 5 business days after receipt, or immediately if received within 5 business days of the Final Approval Hearing; and (c) provide a declaration attaching as exhibits the original date-stamped Requests for Exclusion and rescissions of Requests for Exclusion received to be filed with the Court no later than 5 business days prior to the date of the Final Approval Hearing or immediately if received less than 5 business days prior to the date of the Final Approval Hearing.

C. Process and Deadlines

93. Within seven (7) days after the Effective Date, the Settlement Administrator shall make the final calculation of the Individual Class Payments (adjusted based on the workweeks covered by any valid opt-outs) and Individual PAGA Payments from the Net Settlement Amount to be distributed to the Participating Class Members and PAGA Members, respectively. Upon completion of its final calculation of payments, the Settlement Administrator shall provide Defendants' Counsel with a report listing the amount of all Individual Class Payments to be made to each Participating Class Member and all Individual PAGA Payments to be made to each PAGA Member.

94. Within 14 days after the Effective Date, the Settlement Administrator shall provide its calculations of the Employer's Payroll Taxes to Defendants' Counsel, assuming Defendants have provided the requisite tax information to the Settlement Administrator.

95. Within 30 days after the Effective Date, Defendants' will provide payment of the GSA to the Settlement Administrator to fund the QSF to be created by the Settlement Administrator, in addition to the Employer's Payroll Taxes as calculated by the Settlement Administrator for the payments reportable on IRS Form W-2 (assuming the calculations of Employer's Payroll Taxes have been timely provided to Defendants).

96. Within 14 days after receiving the GSA and the Employer's Payroll Taxes, the Settlement Administrator shall distribute and pay all Individual Class Payment checks to Participating Class Members and Individual PAGA Payment checks to PAGA Members, issue a check to the LWDA

for the LWDA PAGA Penalty Amount, pay the Plaintiff her Class Representative Service Payment, pay Class Counsel's Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, and Settlement Administration Expenses.

D. Uncashed Settlement Checks

97. Participating Class Members and PAGA Members will have 180 calendar days after mailing by the Settlement Administrator to cash settlement checks and will be so advised of such deadline. The Settlement Administrator may conduct a Class Member Address Search for Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Settlement Administrator may re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void. If such Participating Class Members and/or PAGA Members do not cash their checks within the 180-day period, those checks will become void and a stop payment will be placed on the uncashed checks. Within seven (7) days after the expiration date of the settlement checks, the Settlement Administrator shall provide to Class Counsel and Defendants' Counsel a verification/declaration signed under penalty of perjury that it has mailed the settlement checks to Participating Class Members and/or PAGA Members, and if uncashed, that such amounts have been sent to the Controller of the State of California to be held by the Unclaimed Property Fund in the name of the individual to whom the uncashed check was addressed, for the benefit of those individuals who did not cash their checks until such time as they claim their property.

VII. RELEASE OF CLAIMS

A. Release by Plaintiff, Participating Class Members, PAGA Members, and the LWDA

98. Upon Defendants' transfer of the GSA and funding of the Employer's Payroll Taxes to the Settlement Administrator, Plaintiff and each and every Participating Class Member will be deemed to

have, and by operation of the Final Approval Order and Judgment entered by the Court will have, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all Released Class Claims.

99. Upon Defendants' transfer of the GSA and funding of the Employer's Payroll Taxes to the Settlement Administrator, Plaintiff, on behalf of herself and on behalf of the LWDA and each and every PAGA Member, will be deemed to have, and by operation of the Final Approval Order and Judgment entered by the Court will have, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all Released PAGA Claims.

100. The Parties understand and agree that this Settlement Agreement, in conjunction with the Preliminary Approval Order, prohibits any Participating Class Member (including Plaintiff) from bringing against the Released Parties any of the Released Class Claims or Released PAGA Claims as to the applicable Class Period and PAGA Period.

101. Plaintiff further agrees that the Settlement is fair and reasonable and will participate in the settlement.

B. General Release by Plaintiff

102. For and in accepting the consideration of the Class Representative Service Payment, Plaintiff will further make a general release (the "General Release") on behalf of herself and her heirs, executors, administrators, representatives, successors and assigns, of the Released Parties, to the fullest extent permitted by law, of and from any and all claims, actions, causes of action, lawsuits, attorneys' fees, costs, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, controversies, agreements, promises, claims, charges, complaints and demands whatsoever, whether in law or equity, known and unknown, asserted and unasserted, which against the Released Parties, Plaintiff (and her heirs, executors, administrators, representatives, successors and assigns) may now have or hereafter later determines that Plaintiff has or had upon or of the Preliminary Approval Date. This includes all of Plaintiff's claims against the Released Parties related to or arising out of Plaintiff's employment with the Released parties, and/or the cessation of employment therefrom. These claims expressly include, but are not limited to, claims arising under the Americans With

Disabilities Act, the National Labor Relations Act, the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.*, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*, as amended, including, but not limited to, breach of fiduciary duty and equitable claims arising under § 1132(a)(3) (“ERISA”), the Worker Adjustment and Retraining Notification Act, as amended, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act of 1990, the Civil Rights Acts of 1866, 1871 and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act (to the extent permitted by law), the Fair Credit Reporting Act or other federal, state or local laws relating to background checks, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street and Consumer Protection Act, the California Family Rights Act (“CFRA”), California Equal Pay Law, California Whistleblower Protection Laws, Cal. Bus. and Prof. Code § 17200 *et seq.* (“UCL”), the California Fair Employment and Housing Act, and any and all claims related to the following: failure to pay minimum wages and pay for all hours worked; failure to pay overtime; failure to provide meal periods; failure to provide rest periods; failure to pay meal and rest break premiums; failure to timely pay wages during employment; failure to timely pay wages upon separation; failure to provide reimbursement for necessary business-related expenditures; failure to furnish accurate wage statements; damages, unpaid costs, penalties (including late payment penalties), premium pay, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, based on any and all claims arising under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §201, *et seq.*; any alleged violations of the California Labor Code and the Industrial Welfare Commission Wage Orders; any alleged violation of and/or any remedy provided by the California Civil Code and/or the California Code of Civil Procedure including, but not limited to, section 1021.5; any claims for penalties under the California Labor Code and/or the California Private Attorneys General Act, California Labor Code section 2698 *et seq.* (“PAGA”); and/or any other federal, state or local human rights, civil rights, wage-hour, pension or labor law, rule, statute, regulation, constitution or ordinance and/or public policy, contract or tort law, or any claim related to whistleblowers or retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of intentional or negligent

infliction of emotional distress, tortious interference with contractual relations, wrongful or abusive or constructive discharge, defamation, prima facie tort, fraud, negligence, loss of consortium, malpractice, breach of duty of care, breach of fiduciary duty or any action similar thereto against the Released Parties, including any claim for attorneys' fees, expenses or costs based upon any conduct from the beginning of the world up to and including the date of this General Release; provided, however, that Plaintiff does not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC") or the National Labor Relations Board ("NLRB"), subject to the confidentiality provisions of the Settlement Agreement, and subject to the condition that Plaintiff not seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom and understands that such limitation does not in any way restrict Plaintiff's ability to file and pursue such charge consistent with the confidentiality obligations set forth in this Settlement Agreement; and further provided, however, that nothing in this Settlement Agreement, including the confidentiality provisions, restricts Plaintiff from disclosing information to assist coworkers or former coworkers with workplace issues or from communicating to third parties for the same purpose, including the NLRB; and further provided, however, that Plaintiff does not waive any rights with respect to, or release the Released Parties from, any claims for California Workers' Compensation benefits, unemployment insurance (except that Plaintiff hereby releases and waives any claims that her termination was to avoid payment of such benefits or payments or that, as a result of her termination, she is entitled to additional benefits or payments); and further provided, however, that Plaintiff does not release any claim that cannot be released by court-approved agreement or private contract or for breach of the terms of the Settlement Agreement, subject to the confidentiality obligations stated herein. Plaintiff's General Release also includes the waiver of any right to bring, maintain, or participate in a class, collective, or representative action against the Released Parties to the maximum extent permitted by law.

103. Thus, for the purpose of implementing a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of execution hereof, and that this General Release contemplates the extinguishment of any such

claim or claims.

104. In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that if Plaintiff or her attorneys may hereafter discover claims or facts in addition to, or different from, those which she now knows or believes to exist, but that she expressly agrees to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on her behalf against the Released Parties at the time of execution of the Settlement Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Released Parties or the cessation of that employment. Plaintiff and Defendants further acknowledge, understand and agree that this representation and commitment is essential to each Party and that this Settlement Agreement would not have been entered into were it not for this representation and commitment.

105. It is further understood and agreed that as a condition of this General Release, and to effect a full and complete general release as described above, Plaintiff hereby expressly waives and relinquishes any and all claims, rights or benefits that she may have under California Civil Code Section 1542, which provides as follows:

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.

Plaintiff warrants that she has read this Agreement, including the waiver of California Civil Code section 1542, and that she has consulted with or had the opportunity to consult with counsel of her choosing and specifically about the waiver of section 1542, that she understands this Agreement and the section 1542 waiver, and that she freely and knowingly enters into this Agreement, this General Release, and the section 1542 waiver.

106. If any of the provisions, terms, clauses, waivers or releases of claims and rights contained in this General Release are declared illegal, unenforceable, or ineffective in a legal forum of competent jurisdiction, such provisions, terms, clauses, waivers or releases of claims or rights will be modified, if possible, in order to achieve, to the extent possible, the intentions of the parties and, if necessary, such

provisions, terms clauses, waivers and releases of claims and rights will be deemed severable, such that all other provisions, terms, clauses and waivers and releases of claims and rights contained in this General Release will remain valid and binding upon both parties, provided, however, that, notwithstanding any other provision of this General Release, if any portion of the waiver or release of claims or rights is held to be unenforceable, Defendants may, at its option, seek modification or severance of such portion, or terminate the Settlement Agreement pursuant to this Agreement.

107. Plaintiff further covenants, and agrees that this Settlement Agreement is conditioned upon her covenant, that she will not participate in any other legal actions against Defendants that involve the claims released by Plaintiff pursuant to the Released Class Claims, Released PAGA Claims, and Plaintiff's General Release as set forth in this Agreement, and will opt out of those actions if she becomes aware of such actions.

VIII. DUTIES OF THE PARTIES BEFORE PRELIMINARY APPROVAL AND BETWEEN PRELIMINARY AND FINAL APPROVAL

108. No later than 15 days prior to Plaintiff filing the Motion for Preliminary Approval, Defendants shall provide the Estimated Preliminary Approval Data to Class Counsel.

109. Class Counsel, subject to Defendants' approval, will submit this Settlement Agreement to the Court together with the Motion for Preliminary Approval of Settlement. At least fourteen (14) days before submission to the Court, Plaintiff will provide a draft of the Motion for Preliminary Approval and supporting papers to Defendants for its review and comment. Class Counsel will reasonably consider Defendants' Counsel's comments on the Motion for Preliminary Approval and supporting papers. The Parties will jointly prepare and submit a proposed Preliminary Approval Order.

110. In conjunction with their Motion for Preliminary Approval, Class Counsel will submit the proposed Settlement to the LWDA, in accordance with Labor Code § 2699(1)(2).

111. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defendants' Counsel will expeditiously work together on behalf of the Parties in good faith to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to

this Agreement that is not agreeable to the Parties, Class Counsel and Defendants' Counsel will expeditiously work together on behalf of the Parties in good faith to modify the Agreement and otherwise satisfy the Court's concerns. If the Court fails to approve this Settlement for any reason, then the Parties agree to meet and confer, including communications through a mediator, as necessary, to reach a settlement that the Court may approve.

112. Within 30 days after the Court grants Preliminary Approval, Defendants shall provide the Class Data to the Settlement Administrator. Defendants shall thereafter, during the notice, approval, opt out, and payment processes, upon request reasonably assist the Settlement Administrator to use, correct, or update this information in order to enable the Settlement Administrator to locate and contact Class Members, and to provide information needed or requested by the Settlement Administrator in order to make determinations on Class Members' challenges.

113. Class Counsel shall provide the Court prior to the Final Approval Hearing a declaration by the Settlement Administrator of due diligence and proof of mailing of the Class Notice required to be mailed to Class Members by this Settlement Agreement, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts.

IX. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL

114. The Parties will jointly prepare and submit a proposed Final Approval Order.

115. Following entry of the Court's Final Approval Order, the Parties will each act to support the fulfillment of all its provisions, including but not limited to the following:

- (a) Should an appeal be taken from the Final Approval Order, the Parties will advocate for the affirmance of the Final Approval Order on appeal;
- (b) Class Counsel and Defendants' Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Class Members entitled to payments from under this Settlement and assuring delivery of such payments;
- (c) Class Counsel and Defendants' Counsel will reasonably assist the Settlement Administrator as needed or requested in responding to late requests for payments

and the fair administration of that payment;

(d) Class Counsel and Defendants' Counsel will reasonably cooperate with each other and assist the Settlement Administrator as needed;

(e) The Settlement Administrator and Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

X. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT

116. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is as follows. The schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the class, and sets further hearings. In the event of such modification, the Parties will cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

No later than 15 days prior to Plaintiff filing the Motion for Preliminary Approval	Defendants to provide to Class Counsel the Estimated Preliminary Approval Data.
Within 30 days after Preliminary Approval	Defendants to provide Class Data to Settlement Administrator.
Within 14 days of receiving the Class Data	Settlement Administrator to complete any skip trace or other address searched for Class Members, including updating any contact information. Settlement Administrator to mail Class Notice to Class Members.
5 business days before mailing Class Notice	Settlement Administrator to provide Class Counsel and Defendants' Counsel with a report listing the estimated settlement payment amounts to each Class Member and PAGA Member, as well as the total number of Workweeks and Pay Periods. Any such report provided to Class Counsel shall redact all personally identifying information of Class and PAGA Members.
45 days after mailing Class Notice	Deadline for Class Members to opt-out or object. This deadline shall be extended by 14 additional days for any Class Member to whom the Settlement Administrator re-mails a Class Notice that is lost, misplaced, misrouted or returned as undeliverable.

1 business day before Final Approval Hearing	Last day to rescind objections or opt-outs.
Effective Date	Effective Date means the date when all of the following events have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur
Within 7 days after the Effective Date	Settlement Administrator to make the final calculation of Class Settlement Payments from the Net Settlement Amount to be distributed to the Participating Class Members and provide Class Counsel and Defendants' Counsel with a report listing the calculations and amount of all payments to be made to each Participating Class Member and PAGA Member. Any such report provided to Class Counsel shall redact all personally identifying information of Participating Class Members and PAGA Members.
Within 14 days after the Effective Date	The Settlement Administrator shall provide its calculations of the Employer's Payroll Taxes to BNY Counsel.
Within 30 days after the Effective Date	Defendants to transfer the GSA and Employer's Payroll Taxes to the Settlement Administrator to be deposited into the QSF.
Within 14 days after receiving the GSA and Employer's Payroll Taxes	Settlement Administrator to distribute and pay settlement checks to the LWDA, Participating Class Members, and PAGA Members, pay the Plaintiff her Class Representative Service Payment, and pay Class Counsel the attorneys' fees and costs approved and awarded by the Court.
180 days after distribution of settlement checks	Expiration of settlement checks issued to Participating Class Members and PAGA Members.

7 days after expiration of the settlement checks to Participating Class Members and PAGA Members	Uncashed checks presented to Controller of the State of California to be held by the Unclaimed Property Fund. Settlement Administrator to provide a declaration of payment, which will be filed with the Court and served on Class Counsel and Defendants.
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XI. INCREASE IN WORKWEEKS

117. Defendants represent that, as of the date of mediation, there were approximately 38,201 Workweeks worked by Class Members from April 11, 2020 to August 14, 2025. In the event the number of Workweeks worked by Class Members increases by more than 10% as of the date of preliminary settlement approval, (i.e., more than an additional 3,820 Workweeks worked for a total of more than 42,021 Workweeks), then Defendants shall make an election that one of the following occur: (1) either the GSA shall be increased proportionally by the number of Workweeks worked in excess of 42,021 multiplied by the Workweek Value; or (2) the Class Period and PAGA Period (as well as the end date for the release period) will end on the date that the number of Workweeks worked by Class Members beginning April 11, 2020, reaches 42,021. In the event Defendants elect to increase the GSA proportionally, the Workweek Value shall be calculated by dividing the GSA by 38,201 and, thus, the Parties agree that the Workweek Value amounts to, and the settlement amounts, to \$42.54 per Workweek. ($\$1,625,000 / 38,201$ Workweeks.). Thus, for example, should Defendant elect the former of the two options, and there are 43,931 Workweeks in the Class Period, then the GSA shall be increased by \$81,251.40. ($(43,931 \text{ Workweeks} - 42,021 \text{ Workweeks}) \times \$42.54 / \text{Workweek}$.) Defendants must exercise their election pursuant to this Paragraph at least 7 days before the first set motion for Preliminary Approval or it will be assumed Defendant has elected Option 1 in this Paragraph. Any said election may be reflected by, declaration testimony, a communication from Defendants' Counsel, an addendum of the settlement, or an amendment thereto, or other method agreed to by the Parties or required by the Court.

XII. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT

118. Notwithstanding any other provision of this Settlement Agreement, Defendants' shall retain the right, in the exercise of its sole discretion, to nullify and withdraw from the settlement if: (a) the

Settlement is construed in such a fashion that Defendants are required to pay more than the GSA and Employer's Payroll Taxes, except as described herein; (b) more than five percent (5%) of Class Members opt-out of the non-PAGA portion of the Settlement; or (c) the Court does not order the release of claims as provided in this Agreement. . However, should Defendants exercise this option, it shall be subject to paying the reasonable Settlement Administration expenses incurred through the date of nullification. Defendants shall provide Class Counsel written notice of its intent no less than 14 days in advance of exercising its rights under this Paragraph and shall agree to meet and confer with Class Counsel about its decision in good faith during the 14-day period.

119. If for any reason the Settlement Agreement is not approved, or Defendants withdraw from the Settlement, this Settlement Agreement and any related settlement documents will be null and void, other than the confidentiality and non-disclosure provisions and the non-admission provisions herein. In such an event, neither this Settlement Agreement, nor the settlement documents, nor the negotiations leading to the Settlement, may be used as evidence for any purpose, the First Amended Complaint will be withdrawn, and Defendants will retain the right to challenge all claims and allegations in the Action and to assert all applicable defenses on all applicable grounds.

120. Other than as specified above, this Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XIII. CONFIDENTIALITY AND PUBLICITY

121. Names of Class Members will be kept strictly confidential by the Settlement Administrator, who will not release such information to Class Counsel and who will only file such information under seal if necessary, except the Settlement Administrator may disclose, in a declaration filed publicly with the Court, the names of Class Members who submitted valid and timely Requests for Exclusion so that Class Counsel may identify these persons by name in the proposed Judgment submitted to the Court. Class Counsel agrees that any information they receive or have received in connection with this Settlement, may be used for the purposes of settling the Action only, and may not be used for any

purpose or in any other action or proceeding.

122. Plaintiff and Plaintiff's Counsel agree to keep this settlement strictly confidential and not to disclose the terms of this settlement except in court papers or if required by legal process; however, Defendants shall not object to Plaintiff's Counsel's reference to or description of information that Defendants may have marked as confidential under the mediation privilege including the data, documents, and sampling exchanged for mediation purposes for the purposes of Plaintiff's motions for preliminary approval and final approval, but the Parties agree to meet and confer on these motions to ensure Defendants approve of the manner in which information marked as confidential that was provided to Plaintiffs is referenced or described in the motions for preliminary or final approval. Plaintiff and Plaintiff's Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the settlement. Plaintiff and Plaintiff's Counsel agree not to respond to any press inquiries except to refer reporters to the papers filed with the Court. However, nothing in this Agreement shall restrict Class Counsel's ethical obligations in communication with Class Members in assisting them with this Settlement nor identifying this Action for purposes of establishing Class Counsel's experience in class action and PAGA action settlements for approval purposes.

XIV. PARTIES' AUTHORITY

123. The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

XV. MUTUAL FULL COOPERATION

124. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement will use reasonable efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel will, with the assistance and cooperation of Defendants' and Defendants' counsel, take all necessary steps to secure the Court's approval of this

Settlement Agreement.

125. The Parties and their counsel shall refrain from taking any action to encourage any Class Members to opt-out of and/or object to the Settlement. Defendants shall not oppose Plaintiff's motion for preliminary approval or motion for final approval so long as the motions are in keeping with the terms of this Settlement Agreement.

XVI. NOTICES

126. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff's Counsel:

David D. Bibiyan
Vedang J. Patel
BIBIYAN LAW GROUP, P.C.
1460 Westwood Boulevard
Los Angeles, CA 90024
Tel.: (310) 438-5555
Fax: (310) 300-1705
david@tomorrowlaw.com
vedang@tomorrowlaw.com

To Defendants' Counsel:

John S. Battenfeld
Brian D. Fahy
MORGAN, LEWIS & BOCKIUS LLP
300 South Grand Avenue, 22nd Floor
Los Angeles, CA 90071-3132
Tel: +1.213.612.2500
Fax: +1.213.612.2501
john.battenfeld@morganlewis.com
brian.fahy@morganlewis.com

If the identity of the persons to be notified for any party changes, or their address changes, that party will notify all other parties of said change in writing.

XVII. MISCELLANEOUS PROVISIONS

A. Captions and Titles

127. Paragraph titles, headings, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

B. Drafting

128. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties. Neither Party will be considered the “drafter” of the Settlement Agreement for purposes of having terms construed against that party, and this Settlement Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

C. Extensions of Time

129. If a Party cannot reasonably comply with an obligation under this Settlement Agreement by the deadline set forth herein applicable to that obligation, that Party may request an extension from the other Party or apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other party.

D. Governing Law

130. The rights and obligations of the parties hereunder will be construed and enforced in accordance with, and will be governed by, the laws of the State of California, without regard to principles of conflict of laws.

E. No Impact on Benefit Plans

131. Neither the Settlement Agreement nor any amounts paid under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants’ sponsored benefit plans, policies, or

bonus programs. The payments made under the terms of this Settlement will not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Defendants' benefit plan, policy, or bonus program. Defendants retain the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

F. Integration

132. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement of the Action and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements relating to the Action, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

G. No Prior Assignments

133. This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

H. Counterparts and Electronic Signatures

134. This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image (including DocuSign) of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Settlement Agreement, which will be binding upon and effective as to all Parties. A facsimile signature or electronic image will have the

same force and effect as the original signature.

I. Jurisdiction of the Court

135. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith. The Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

J. Severability

136. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. Should the Court deem any clause or provision of this Agreement to be invalid, illegal, or unenforceable, it shall first attempt to modify or reform it as minimally necessary to be valid, lawful, and enforceable. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if the provision is not an essential term of the Settlement or if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF COLLEEN DOVER

Colleen Dover

Colleen Dover

Dated: 02/18/2026

**DEFENDANT BNY INVESTMENT
MANAGEMENT SERVICES, LLC.**

Dated: _____

Name: _____

Title: _____

**DEFENDANT THE BANK OF NEW YORK
MELLON**

Dated: _____

Name: _____

Title: _____

APPROVED AS TO FORM

BIBIYAN LAW GROUP, P.C.

Dated: 2/23/2026

Vedang J. Patel

David D. Bibiyan
Vedang J. Patel
Attorneys for Plaintiff

MORGAN, LEWIS & BOCKIUS LLP

Dated: _____

John S. Battenfeld
Brian D. Fahy
Attorneys for Defendants BNY Investment
Management Services, LLC and The Bank of
New York Mellon

EXHIBIT A

**NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING**
Colleen Dover v. BNY Investment Management Services, LLC, et al.
(County of Los Angeles, California Superior Court Case No. 24STCV09140)

As a current or former non-exempt employee of BNY Investment Management Services LLC., and/or The Bank of New York Mellon who worked in California during the period from April 11, 2020, through the date of preliminary settlement approval you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class and representative action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class and Representative Action Settlement because the records of defendants BNY Investment Management Services LLC., and The Bank of New York Mellon (collectively, “Defendants”), show that you are a “Class Member” and, therefore, entitled to a payment from this class and representative action settlement. Class Members are any and all current or former non-exempt employees of Defendants who worked in California during the period from April 11, 2020, through the date of preliminary settlement approval (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Dover v. BNY Investment Management Services LLC.*, pending in the Superior Court of California for the County of Los Angeles, Case Number 24STCV09140 (the “Lawsuit”), alleging causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of California Labor Code § 227.3; and (10) unfair competition. Plaintiff also seeks civil penalties under the California Labor Code Private Attorney’s General Act of 2004 (“PAGA”) for alleged violations of the Labor Code.
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time during the period from April 11, 2023, through the end of the Class Period ("PAGA

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	Period") as a non- exempt employee of Defendants, as well, then you will be deemed a "PAGA Member" and you will still receive your share of the proceeds available from the settlement of the Released PAGA Claims, defined below, (your "Individual PAGA Payment") even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Apex Class Action LLC about why you object to the settlement, including, if applicable, any challenge to the amount of Covered Class Workweeks and/or Covered PAGA Periods (as defined below) attributed to you, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED] in Department 12 of the Los Angeles County Superior Court Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED], in Department 12 of the Los Angeles County Superior Court Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants' records show that you currently work, or previously worked, for Defendants, as a non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Colleen Dover was a non-exempt employee of Defendants. She is the "Plaintiff" in this case and is suing on behalf of herself and Class Members for Defendants' alleged failure to pay overtime; failure to pay minimum wages; failure to provide meal breaks, or compensation in lieu thereof; failure to provide rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; violation of California Labor Code § 227.3; and unfair competition.

Based on the alleged Labor Code violations mentioned above and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys General Act ("PAGA").

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Defendants deny all the allegations made by Plaintiff and deny that they violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and Class Members and PAGA Members for the Gross Settlement Amount of \$1,625,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes (1) Administration Costs up to \$6,990.00; (2) a service award to Plaintiff in the amount of \$10,000.00 for her time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounts to \$568,750.00; (4) up to \$60,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$113,750.00 of the Gross Settlement Amount. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$83,312.50, will be paid to the LWDA and twenty-five percent (25%), or \$28,437.50, will be distributed to PAGA Members. After deducting these sums, a total of approximately not less than \$865,510.00 will be available for distribution to Class Members ("Net Settlement Amount").

Defendants represent that there were approximately 38,201 Workweeks worked by Class Members from April 11, 2020 to August 14, 2025. In the event the number of Workweeks worked by Class Members increases by more than 10% as of the date of preliminary settlement approval, (i.e., more than an additional 3,820 Workweeks worked for a total of more than 42,021 Workweeks), then Defendants shall make an election that one of the following occur: (1) either the GSA shall be increased proportionally by the number of Workweeks worked in excess of 42,021 multiplied by the Workweek Value; or (2) the Class Period and PAGA Period (as well as the end date for the release period) will end on the date that the number of Workweeks worked by Class Members beginning April 11, 2020, reaches 42,021. In the event Defendants elect to increase the GSA proportionally, the Workweek Value shall be calculated by dividing the GSA by 38,201 and, thus, the Parties agree that the Workweek Value amounts to, and the settlement amounts, to \$42.54 per Workweek. ($\$1,625,000 / 38,201$ Workweeks.). Thus, for example, should Defendant elect the former of the two options, and there are 43,931 Workweeks in the Class Period, then the GSA shall be increased by $\$81,251.40$. ($(43,931 \text{ Workweeks} - 42,021 \text{ Workweeks}) \times \$42.54 / \text{Workweek}$.) Defendants must exercise their election pursuant to this Paragraph at least 7 days before the first set motion for Preliminary Approval or it will be assumed Defendant has elected Option 1 in this paragraph.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Participating Class Members in non-exempt positions for Defendants in California during the Class Period ("Covered Class Workweeks"). Specifically, Class Members' Payment calculated by (a) dividing the Net Settlement Amount by the total number of Covered Class Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Covered Class Workweeks. In addition, Class Members who worked during the PAGA Period (i.e., PAGA Members) will receive a *pro rata* share of the \$28,437.50 allocated to PAGA Members as PAGA penalties, whether or not they opt out, based on the number of pay periods worked by each PAGA Member during the PAGA Period ("Covered PAGA Pay Periods").

Defendants' records indicate that you worked [Workweeks] Covered Class Workweeks as a non-exempt employee in California during the Class Period and [Pay Periods] Covered PAGA Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as a PAGA Member would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Tax Reporting

100% of the payments for PAGA penalties to PAGA Members will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount).

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California Controller's Unclaimed Property Fund.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also a PAGA Member. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the wage portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Release of Class Claims: Upon Final approval of the Settlement and full funding of the Gross Settlement Amount and Employer Taxes, Plaintiff and Participating Class Members will release all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, that were pled or reasonably could have been pled based on the facts and allegations alleged in the First Amended Complaint, including, but not limited to: (1) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (2) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7); (5) Waiting Time Penalties (Cal. Lab. Code § 203); (6) Wage Statement Violations (Cal. Lab. Code § 226); (7) Failure to Timely Pay Wages (Cal. Lab. Code §§ 201, 201.3, 202, 203, 204); (8) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (9) Failure to Pay Accrued Paid Time Off and Vacation Pay at Separation (Cal. Lab. Code § 227.3); and (10) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq); and all claims for interest, penalties, attorneys' fees, costs and any other monetary relief based upon the claims described above, and related claims that could have been asserted under the Fair Labor Standards Act, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting that accrued during the Class Period.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Release of PAGA Claims: Upon Final approval of the Settlement and full funding of the Gross Settlement Amount and Employer Taxes, Plaintiff, on behalf of herself and on behalf of the LWDA, and PAGA Members will release all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, for civil penalties under PAGA (Labor Code §§ 2689, et seq.) that were alleged in the PAGA Notice and/or the First Amended Complaint, or that could have been alleged based on the facts and theories asserted in the PAGA Notice, including, but not limited to violations of the Labor Code and IWC Wage Orders for: (1) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (2) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7); (5) Waiting Time Penalties (Cal. Lab. Code § 203); (6) Wage Statement Violations (Cal. Lab. Code § 226); (7) Failure to Timely Pay Wages (Cal. Lab. Code §§ 201, 201.3, 202, 203, 204); (8) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (9) Failure to Pay Accrued Paid Time Off and Vacation Pay at Separation (Cal. Lab. Code § 227.3); (11) Failure to Pay Wages (Cal. Lab. Code §§ 212, 213, 223); (12) Unlawful Deductions (Cal. Lab. Code §§ 221, 404); (13) Unlawful Agreements (Cal. Lab. Code §§ 432.5, 432.6, 432.8); (14) Unlawful Inquiries (Cal. Lab. Code §§ 432.3, 432.7); (15) Failure to Provide Paid Sick Leave, including Paying Paid Sick Leave at the Regular Rate (Cal. Lab. Code §§ 245, et seq.; (16) Failure to Adequate and Accessible Sanitation Facilities; (17) Failure to Provide Adequate Seating; and (18) the Healthy Workplace Healthy Families Act of 2014.

“Released Parties” means BNY Investment Management Services, LLC, The Bank of New York Mellon Corporation, and all of their former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, insurers, and parents, and each of their respective predecessors, successors, and assigns, as well as each of their respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, benefit plans, plan administrators, insurers, and trustees.

Option 2 – Opt Out of the Class Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

[Settlement Administrator]

[Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement and you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims, even if you request exclusion from the settlement. A request for exclusion will preserve your right, if any, to pursue on an individual basis only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be invalid. If the Court overrules your objection, you will be bound by the Settlement and will receive your Individual Settlement Payment.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] a.m. in Department 12 of the Los Angeles County Superior Court Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://solano.courts.ca.gov/divisions/civil-court/remote-appearance-civil-court>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

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1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected Department 12 of the Los Angeles County Superior Court Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.ca.gov/home>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

DEFENDANTS, OR DEFENDANT’S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

EXHIBIT 2

April 11, 2024

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter of Colleen Dover on Behalf of Himself and Aggrieved Employees Under California Labor section 2699.3

Employers: BNY Investment Management Services LLC
100 Colonial Center Parkway
Suite 300
Lake Mary, FL 32746

The Bank of New York Mellon
240 Greenwich Street
New York, NY 10286

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Colleen Dover (“Employee”) employment with Employee’s former employers: BNY Investment Management Services LLC; and The Bank of New York Mellon. Employee was employed as a non-exempt employee of BNY Investment Management Services LLC; and The Bank of New York Mellon at, without limitation, 14005 Live Oak, Irwindale, California 91706, with duties that included sorting and delivering incoming mail from approximately July of 1989 through approximately April of 2023. In connection with the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 245, *et seq.*, Labor Code section 432, Labor Code section 1198.5, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all employees of BNY Investment Management Services LLC; and The Bank of New York Mellon, and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Employer”). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that

Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work

without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, Cal. Code Regs, title 8, section 110404(5)(A), and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other aggrieved employees from taking

cooldown rest periods as required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu thereof under Labor Code section 226.7. As a result, Employer would be liable for civil penalties under Labor Code sections 558 and 2699.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment or any scrip, coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the “regular rate” of compensation as provided under Labor Code sections 226.7 and 510, subsection (a). Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections 212, 213, 226.7, and 510 subsection (a). Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code section 404, entitling Employee and other aggrieved employees to damages in the amount of the deposit and accrued interest. Employer would also be liable for civil penalties under Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. Employee is additionally informed and believes that the notice requirement of Labor Code section 245 *et seq.* involves a mandatory payroll or workplace injury reporting. As such, Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code section 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employer would be liable for civil penalties pursuant to Labor Code sections 201.3.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employer to their managers or outside Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5. These violations of the Labor Code would expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable

cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.7 and Government Code section 12952, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.3 entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3 and 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

California Labor and Workforce Development Agency
April 11, 2024
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Very truly yours,

BIBIYAN LAW GROUP, P.C.

cc: BNY Investment Management Services LLC (via U.S. Certified Mail, Return Receipt Requested)

The Bank of New York Mellon (via U.S. Certified Mail, Return Receipt Requested)