

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA

3 ELLE NGUYEN, ARDAVAN
4 MOVASSAGHI, and ETIENNE BERNSTEIN,
5 individually and on behalf of all others
6 similarly situated,

7 Plaintiffs,

8 v.

9 BANK OF AMERICA, N.A.,

10 Defendant.

Case No. 5:23-cv-04999-PCP

**ORDER GRANTING PRELIMINARY
APPROVAL TO PROPOSED CLASS
ACTION SETTLEMENT AGREEMENT**

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12 The Court has before it the joint stipulation by Plaintiffs Elle Nguyen, Ardavan
13 Movassaghi, and Etienne Bernstein (“plaintiffs”) and Defendant Bank of America, N.A.,
14 (“defendant” or “Bank of America”) (collectively, the “parties”) for preliminary approval of a
15 proposed class action settlement of the above-captioned matter. After reviewing the parties’
16 written submissions and hearing from the parties, the Court finds and orders as follows:

17 1. The Court finds on a preliminary basis that the settlement memorialized in the
18 Class Action Settlement Agreement (the “Settlement Stipulation”), and filed with the Court, falls
19 within the range of reasonableness and therefore meets the requirements for preliminary approval.
20 The Settlement Stipulation sets out the terms upon which Bank of America will settle certain
21 claims that have been brought against it in the above-referenced matter in exchange for the
22 dismissal of the above-captioned matter.

23 2. **Use of Defined Terms.** This Order incorporates by reference the parties’
24 Settlement Stipulation, on file with this Court, and all terms not otherwise defined herein shall
25 have the same meaning as set forth in the Settlement Stipulation.

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1 3. **Settlement Class.** The Court finds, for purposes of settlement only, that
 2 settlement class members as defined in the Settlement Stipulation meet the requirements for
 3 certification under federal law, and therefore conditionally certifies for settlement purposes only
 4 the following class:

5 All individuals formerly employed by Bank of America during the Covered Period who:
 6 (1) worked in California, New York, and/or Illinois; (2) had a positive vacation balance
 7 at the time of separation from employment (defined as a scenario where the sum of
 8 vacation accrued in the year of separation plus vacation carried over from the prior year
 9 (if any), was greater than the amount of vacation recorded in Workday as used by the
 10 employee in the year of separation); and (3) who did not receive any payout for accrued
 11 but unused vacation at separation of employment; or any Named Plaintiff to the extent
 12 otherwise not included.

13 4. **Covered Period.** As set out in Paragraph 5 of the Settlement Stipulation, the
 14 “Covered Period” is defined as: for California settlement class members, September 28, 2019,
 15 through the date of preliminary approval of the settlement; for Illinois settlement class members,
 16 September 28, 2013, through the date of preliminary approval of the settlement; and for New
 17 York settlement class members, September 28, 2017, through the date of preliminary approval of
 18 the settlement.

19 5. **Appointment of Class Representative.** The Court appoints, for settlement
 20 purposes only, plaintiffs Ardavan Movassaghi and Etienne Bernstein as class representatives.

21 6. **Appointment of Class Counsel.** The Court appoints, for settlement purposes
 22 only, George A. Hanson, Alexander T. Ricke, and Caleb J. Wagner of Stueve Siegel Hanson
 23 LLP, located at 460 Nichols Road, Suite 200, Kansas City, Missouri 64112, as class counsel.

24 7. **Administrator and Notice.** The Settling Parties shall retain the services of
 25 Analytics Consulting LLC for the administration of the settlement, and said entity is hereby
 26 appointed Administrator. As described in Paragraph 13 of the Settlement Stipulation, by no later
 27 than ten (10) business days after receiving the information described in Paragraph 11 of the
 28 Settlement Stipulation, the Administrator shall provide Notice of Class Action Settlement and an
 Adjustment Form (“Class Notice Materials”) to all settlement class members by first class U.S.

mail to their last known address according to the information that Bank of America will provide to the Administrator pursuant to Paragraph 11 of the Settlement Stipulation. The settlement class notice shall be in the form attached as Exhibit A to the Settlement Stipulation. All participating class members will receive a portion of the Net Settlement Amount (as that term is defined in Paragraph 37 of the Settlement Stipulation) pursuant to the calculations set out in the Settlement Stipulation. The Administrator shall make such further efforts as are possible and reasonable, including those set out in Paragraph 14 of the Settlement Stipulation, to provide the Class Notice Materials to members of the Class whose original Class Notice Materials are returned as undeliverable. The Court finds that the content and schedule of the mailings discussed in this Order meet the requirements of due process, provide the best notice practicable, and will constitute sufficient notice to settlement class members.

8. **Appropriate Notice.** The Court finds that the above-referenced form of notice to the settlement class members regarding the pendency of the action and of the settlement, and the methods of giving notice to settlement class members, constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all settlement class members. The notice complies fully with the requirements of Federal Rule of Civil Procedure 23, the United States Constitutions, and all other applicable law.

9. **Exclusions.** Settlement class members may exclude themselves from the settlement class by mailing the Administrator a signed and dated request for exclusion pursuant to Paragraph 15 of the Settlement Stipulation. Pursuant to the terms of the Settlement Stipulation, all class members will be bound by the Settlement Stipulation, including its release, unless they timely file a proper request for exclusion.

10. **Objections.** Any settlement class member who does not make their objection in the manner provided for in Paragraph 15 of the Settlement Stipulation shall have waived such objection and shall forever be foreclosed from making any objection to or appeal of the fairness, reasonableness, or adequacy of the settlement or any aspect thereof.

1 11. **Stay.** Pending the Final Approval/Fairness Hearing, all proceedings in this action,
2 other than proceedings necessary to carry out or enforce the terms and conditions of the
3 Settlement Stipulation and this Order, are stayed.

4 12. **Non-Approval.** In the event the proposed settlement as provided in the Settlement
5 Stipulation is not approved by the Court, or for any reason the parties fail to obtain a final
6 approval order as contemplated in the Settlement Stipulation, or the Settlement Stipulation is
7 terminated or voided pursuant to its terms, the Settlement Stipulation shall become null and void
8 and of no further force or effect, and shall not be used or referred to for any purpose whatsoever,
9 this Order shall be treated as vacated *nunc pro tunc*, and the settlement class shall be decertified.
10 In such event, the Settlement Stipulation, the certification of the settlement class, and all
11 negotiations and proceedings relating to either shall be withdrawn without prejudice as to the
12 rights of any and all parties thereto.

13 13. **No Admissions.** Neither this Order nor the Settlement Stipulation, nor any of
14 their terms or provisions, nor any of the negotiations or proceedings connected with them, shall
15 be construed as an admission or concession by the Settling Parties of the truth of any of the
16 allegations, claims, defenses, or averments in this litigation, or of any liability, fault, or
17 wrongdoing of any kind.

18 14. **Final Approval/Fairness Hearing.** The Final Approval/Fairness Hearing is set
19 for **December 17, 2026 at 10:00 AM (Pacific Time)** in Courtroom 8, of the United States
20 District Court for the Northern District of California's San José courthouse. At the Final
21 Approval/Fairness Hearing, the Court will consider: (a) whether the Settlement should be
22 approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment
23 granting approval of the settlement should be entered; and (c) whether plaintiffs' application for
24 an award of attorneys' fees, reimbursement of litigation expenses, and class representative service
25 awards should be granted. The Court reserves the right to adjourn or continue the date of the Final
26 Approval/Fairness Hearing and all dates provided for in the Settlement Stipulation without further
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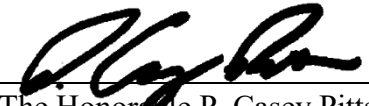
notice to the settlement class and retains jurisdiction to consider all further applications arising out of or connected with the Settlement Stipulation.

15. **Schedule.** The Court adopts the Settlement Parties' proposed schedule for the approval and implementation of the Settlement Stipulation, as follows:

- **September 24, 2026:** Defendant to provide to Settlement Administrator a confidential class list containing the names and, where available, last known email and physical mailing addresses of each class member to calculate settlement payment
- **October 8, 2026:** Settlement Administrator to mail Class Notice to all class members
- **November 2, 2026:** Deadline for plaintiffs' motions for attorney's fees and costs, class representative service awards, and final approval
- **November 23, 2026:** Last day for class members to submit objections, requests for exclusion, and/or disputes to the Settlement Administrator
- **November 25, 2026:** Deadline for responses and oppositions to plaintiffs' motions for attorney's fees and costs, service awards, and final approval
- **December 3, 2026:** Deadline for replies, if any, in support of the motions for attorney's fees and costs, service awards, and final approval
- **December 3, 2026:** Deadline for plaintiff and Settlement Administrator to file declaration regarding the status of notice
- **December 17, 2025:** Hearing on plaintiff's motion for final approval of settlement

IT IS SO ORDERED.

Dated: September 1, 2026


 The Honorable P. Casey Pitts
 United States District Court Judge

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