

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF ALAMEDA**

SUSANA GOMEZ RIVAS, an individual; on behalf of  
themselves and all others similarly situated,

Plaintiff,

v.

BANK OF AMERICA, N.A.; and DOES 1 through 10,  
inclusive,

Defendant.

Case No. **HG21110153**

**CLASS ACTION**

**NOTICE OF CLASS ACTION SETTLEMENT**

To: All current or former employees of Bank of America, National Association and/or Bank of America Corporation who worked in California in a job title that was asked to work from home during the COVID-19 pandemic and therefore allegedly incurred business expenses as a result of their performance of duties for Defendant at any time from July 29, 2017, through January 5, 2024.

**PLEASE READ THIS NOTICE CAREFULLY.** It pertains to a class action that may affect your rights.

If you wish to exclude yourself from the settlement, you must make a written and signed request for exclusion so that it is actually received by the Claims Administrator with a postmark no later than March 25, 2024.

**PLEASE DO NOT CONTACT ANYONE AT BANK OF AMERICA CORPORATION OR BANK OF AMERICA NATIONAL ASSOCIATION REGARDING THIS NOTICE.** Questions should be directed to the Claims Administrator as described herein.

Pursuant to the order dated **January 5, 2024**, of the Superior Court of the State of California, County of Alameda, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:**

A proposed settlement (the “Settlement”) has been reached between the parties in a putative class action pending in the Superior Court of the State of California, County of Alameda (the “Court”), *Rivas v. Bank of America Corporation, et al.*, Case No. HG21110153 (the “Lawsuit”), brought on behalf of current or former employees of Bank of America Corporation or Bank of America National Association (collectively, “BoFA”) who worked in California in any capacity who incurred business expenses as a result of their performance of duties for Defendant while working from home at any time from July 29, 2017 through January 5, 2024 (the “Settling Class”).

This putative class action contends that BoFA failed to compensate its employees for incurred business expenses as a result of their performance of duties for Defendant while working from home in violation of Labor Code § 2802, which provides “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” BoFA denies this allegation and contends that at all times its reimbursement policies have been fully consistent with California law.

The Court has preliminarily approved the Settlement and conditionally certified the putative class for purposes of the Settlement only. The Court has not ruled on the validity of Plaintiff’s claims, and BoFA denies all allegations made in the Lawsuit. The parties have agreed to resolve these claims to avoid the uncertainty and expense of further litigation. You have received this notice because BoFA’s records indicate that you may be a Settling Class Member. This notice is designed to inform you of the Settlement’s terms.

Depending on the actions you take (or do not take), one of three things will happen:

1. ***If you do nothing***, and the Settlement receives final approval from the Court, a payment will be mailed to you, all claims covered by this Settlement will be extinguished, and you will forfeit your right to bring or participate in a similar action against BofA and the other Releasees;

2. ***If you timely submit a Request for Exclusion***, you will not be a Settling Class Member and will no longer be part of the Lawsuit. You will not receive a payment, but all your potential claims will be preserved, even if the Settlement receives final approval from the Court; or

3. ***If you timely submit an Adjustment Form***, and if the Settlement receives final approval from the Court, the Claims Administrator will review the records you provide and may, or may not, adjust the calculation used to arrive at your payment. Regardless of what the Claims Administrator decides, payment will be mailed to you, all claims covered by this Settlement will be extinguished, and you will forfeit your right to bring or participate in a similar action against BofA and the other Releasees.

## **I. BACKGROUND OF THE CASE**

Plaintiff Susana Rivas filed a Complaint in the Superior Court of the State of California, at the County of Alameda against BofA on July 29, 2021, Docket No. HG21110153 plaintiffs asserts claims on behalf of the putative class. The Lawsuit alleges that BofA failed to reimburse Plaintiff and the Class for reasonable and necessary business expenses incurred while working from home during the coronavirus pandemic. Plaintiff contends that Defendant violated California Labor Code § 2802, which provides “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

BofA believes that the claims in the Lawsuit are meritless and contends that at all times it has complied with relevant California law to the extent that said law applies to the Settling Class. It has alleged that California employees had the right to request reimbursement up to certain amounts, that such requests were automatically approved, and that further reimbursement could be sought subject to review and approval.

The parties participated in private mediation on August 29, 2022. Another mediation session took place on July 11, 2023. Although the parties were not able to reach a settlement agreement during the mediation, Defendant later accepted Plaintiff’s final settlement offer on August 9, 2023.

Over the course of the Lawsuit, the Settling Parties have engaged in significant discussion of the validity of the legal claims at issue and have exchanged extensive documents and information, which have allowed the Settling Parties to fully assess the value of the claims involved. The Settling Parties have agreed to avoid further litigation and to settle and resolve the Lawsuit, as well as all existing and potential disputes, actions, lawsuits, charges, and claims that are or could have been raised in the Lawsuit, that the Settling Class has or may have against BofA, to the fullest extent permitted by law and without any admission of liability or wrongdoing by either party. This action is brought by counsel who have brought several other related wage and hour class actions on behalf of mortgage loans officers based on the same theory of liability and damages.

The Named Plaintiff and her counsel have concluded that the Settlement is fair, reasonable, and in the best interests of the Settling Class and respectfully request that the Settlement be approved by the Court. This Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by BofA that Plaintiff’s claims have any merit or that BofA has any liability to Plaintiff or the Settling Class on those claims, or that class treatment of those claims would be appropriate in litigation (as opposed to settlement).

As a Settling Class member, your rights will be affected by the Settlement unless you elect to exclude yourself by timely filing a Request for Exclusion.

## **II. SUMMARY OF THE SETTLEMENT**

Assuming the Settlement receives final approval from the Court, BofA shall make available a total amount of FOUR MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$4,250,000.00) (the “Gross Settlement Value” or “GSV”). The following amounts shall be deducted from the Gross Settlement Value: (i) attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel, to the extent approved by the Court; (ii) an Enhancement Award to Susana Rivas, for her services as class representatives and her efforts in bringing the lawsuit, to the extent approved by the Court; (iii) the cost of claims administration and notice, to the extent approved by the Court. The Gross Settlement Value, less these items, is referred to as the “Net Settlement Value” or “NSV.”

### **A. Who Is Included in the Settlement?**

The overall settlement class encompasses:

All current or former employees of Bank of America, National Association and/or Bank of America Corporation who worked in California in any capacity who incurred business expenses as a result of their performance of duties for Defendant while working from home at any time from July 29, 2017 through January 5, 2024.

### **B. Who Is Representing the Settling Class?**

The attorneys for the Settling Class (“Class Counsel”) are:

HAFFNER LAW PC  
Joshua H. Haffner, SBN 188652  
jhh@haffnerlawyers.com  
Vahan Mikayelyan, SBN 337023  
vh@haffnerlawyers.com  
15260 Ventura Blvd., Suite 1520  
Sherman Oaks, California 91403  
Telephone: (213) 514-5681

### **C. When Is the Class Period?**

July 29, 2017 through January 5, 2024

### **D. What Will I Receive from the Settlement?**

The Claims Administrator shall distribute a settlement payment to each Settling Class Member. This amount will be distributed from the Net Settlement Value and will be calculated based on the number of compensable work weeks each Settling Class Member worked in a class-qualifying capacity during the Settling Class Period. The enclosed Adjustment Form contains an *estimate* of the payment you may be eligible to receive. Please note that this amount may increase or decrease without further notice to you. If you disagree with the number of compensable work weeks allocated to you in the Adjustment Form, you may follow the directions on that form to submit documentation to the Claims Administrator regarding the number of compensable work weeks you believe you worked. The Claims Administrator will have final authority to resolve any such disputes.

### **E. When Will I Receive My Settlement Payment?**

The Settlement Payments will be paid after final court approval of the Settlement and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement. It is up to you to maintain a current address with the Claims Administrator so that if this Settlement is finally approved, your payment will go to the correct address.

### **F. Who Is Administering the Settlement?**

The Court has appointed the following as Claims Administrator:

ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781  
Telephone: (888) 250-6810  
Email: [claims@ilymgroup.com](mailto:claims@ilymgroup.com)

The Claims Administrator will mail forms, receive forms back, calculate payments, distribute checks and answer basic questions about the Settlement.

**G. What Claims Are Being Released?**

Settling Class Members (other than those who submit a Request for Exclusion) will release, discharge, and covenant not to sue Bank of America Corporation and Bank of America, National Association, including its and their predecessors, successors, affiliates, parents, subsidiaries, related companies, employees, agents, shareholders, officers, directors, attorneys, insurers, and any entity which could be jointly liable with Bank of America Corporation or Bank of America, National Association, or any of them (individually and collectively, “the BofA Releasees”) from and with respect to any and all actions, causes of action, suits, liabilities, claims, and demands whatsoever, whether known or unknown, during the Settling Class Period, which the Settling Class, or individual members thereof, has, or had against the BofA Releasees, or any of them, which are based on, or in any way related to any claims that were alleged in the Lawsuit or could have been alleged in the Lawsuit based on the current or prior pleadings therein, including without limitation claims for violation of: California Labor Code §2802; or any other California or local or federal law, ordinance, and/or administrative regulation relating to the provision of, and payment for business expenses (the “Released Claims”).

The parties intend the Settling Class’ release to be general and comprehensive in nature and to release all claims and potential claims against the BofA Releasees to the extent such claims relate to the Released Claims which were or could have been brought by the Lawsuit to the maximum extent permitted at law.

The Released Claims include specifically, by way of further description, but not by way of limitation, any and all claims arising out of or in any way related to any and all attorneys’ fees, attorneys’ costs/expenses, fines, penalties, wages, interest, restitution, liquidated damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the allegations set out in the Lawsuit and/or the claims referenced in the Released Claims, whether based on statutory, regulatory, or common law (including but not limited to any such claims based on the California Labor Code, Business and Professions Code, Civil Code, Order of the Industrial Welfare Commission, and/or Code of Civil Procedure).

The Settling Class Members acknowledge and/or are deemed to acknowledge that they may hereafter discover claims in addition to or different from those which they now know or believe to exist with respect to the subject matter of this Agreement and/or this release, and which, if known or suspected at the time of executing this Agreement, may have materially affected this release. Nevertheless, the Settling Class Members hereby waive any right, claim, or cause of action that might arise as a result of such different or additional claims or facts.

All Settling Class Members (including, without limitation, the Named Plaintiff) intend and/or are deemed to intend that this Agreement should be effective as a bar to any and all of the claims discussed above. In furtherance of this intention, all Settling Class Members expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code, which provides as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

All Settling Class Members understand fully the statutory language of Civil Code § 1542, and, with this understanding, assume all risks for claims released hereunder that have already arisen or may in the future arise, whether known or unknown, suspected or unsuspected, and specifically waive all rights they may have under California Civil Code § 1542. Settling Class Members understand that, if any of the facts relating in any manner to the Lawsuit, or to the release and dismissal of claims as provided in this Agreement, are hereafter found to be other than or different from the facts now believed to be true, they have expressly accepted and assumed that risk and agree that this Agreement and the release of claims contained herein shall nevertheless remain effective. The Settling Class desires and intends, or is deemed to desire and intend, that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, if any, as well as those relating to the claims referred to above.

#### **H. What Do Class Counsel, the Class Representative, and the Claims Administrator Receive?**

Subject to final approval by the Court as to each of the following items, which BofA has agreed not to oppose, the following amounts shall be deducted from the \$4,250,000.00 Gross Settlement Value: (i) attorneys' fees, which shall not be more than One million Four Hundred and Sixteen Thousand and Five Hundred Twenty Five Dollars and no Cents (\$1,416,525.00); (ii) reasonable and necessary costs and expenses (including expenses incurred by Named Plaintiff in the prosecution of this action), which shall not be more than Ten Thousand U.S. dollars and no cents (\$10,000.00); (iii) an Enhancement Award for Plaintiff Susana Rivas of Thirty Five Thousand U.S. Dollars and no cents (\$35,000) total, and (iv) the cost of claims administration and notice (currently estimated to be One Hundred Twenty One Thousand Four Hundred Eighty Five Dollars and no Cents (\$121,485.00)) to the extent approved by the Court.

If approved by the Court, these amounts will be deducted from the GSV pursuant to the Settlement prior to arriving at the NSV. Class Counsel believe the amount for costs and attorneys' fees requested are fair and reasonable, and BofA has agreed not to oppose their request for that amount.

#### **III. PLAINTIFF AND CLASS COUNSEL SUPPORT THE SETTLEMENT**

Class Counsel and Class Representatives support this Settlement. Their reasons include the inherent risk of denial of class certification, the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and recent case law which pertains to certain of the ambiguities in this litigation. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, include a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved.

Therefore, upon careful consideration of all of the facts and circumstances of this case, Plaintiff and Class Counsel believe that the Settlement is fair, reasonable, and adequate.

#### **IV. WHAT ARE YOUR RIGHTS AS A MEMBER OF THE SETTLING CLASS?**

Plaintiff as Class Representative and Class Counsel represent your interests as a Settling Class Member. Unless you elect to exclude yourself from the Settlement by timely filing a Request for Exclusion, you are a part of the Settling Class and you will be bound by the terms of the Settlement, regardless of whether or not you receive a payment, as described above and as more fully discussed in the Settlement Agreement on file with the Court. As a Settling Class Member, any final judgment that may be entered by the Court pursuant to the Settlement will effectuate a release of your claims against BoA and the other released parties as described above.

As a Settling Class Member, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and costs.

**A. Objecting to the Settlement.**

If you are dissatisfied with any of the terms of the Settlement, you may object to the Settlement.

Any objection to the Settlement must be in writing and must explain, in clear and concise terms, the basis for your objection. In addition, in order to be considered, your objection must be mailed to all of the following via first class mail and actually received by March 25, 2024:

Superior Court of California, County of Alameda  
1221 Oak Street  
Oakland, California 94612

HAFFNER LAW PC  
Joshua H. Haffner  
Vahan Mikayelyan  
15260 Ventura Blvd., Suite 1520  
Sherman Oaks, California 91403

Your objection must include your full name, address, and dates and place of your employment at BofA and must reference the Lawsuit, *Rivas v. Bank of America Corporation et al.*, Case No. **HG21110153**. In addition, you must appear at the Final Approval Hearing scheduled for **April 23, 2024 at 8:30 a.m.**

**PLEASE DO NOT TELEPHONE THE COURT, COUNSEL, OR DEFENDANTS. SPECIFICALLY, DO NOT CONTACT BOFA MANAGEMENT OR HUMAN RESOURCES. QUESTIONS SHOULD BE DIRECTED TO THE CLAIMS ADMINISTRATOR.**

Any Settling Class Member who does not object to the Settlement in the manner described above will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement with respect to covered claims, unless you also submit a Request for Exclusion in the manner described in this Notice.

**B. Excluding Yourself from the Settlement.**

If you do not wish to participate in the Settlement, you must file a Request for Exclusion. To be valid, the Request for Exclusion must be signed by you and returned via first class mail to:

Gomez Rivas v. Bank of America, National Association  
c/o ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781

The Request for Exclusion must be actually received by the Claims Administrator with a postmark of no later than March 25, 2024.

Any person who files a complete and timely Request for Exclusion will, upon receipt, no longer be a Settling Class Member, will be barred from participating in any portion of the Settlement, and will receive no benefits from the Settlement. Any such person, at their own expense, may pursue any claims they may have against BofA.

**V. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a final approval hearing at the Superior Court of the State of California, County of Alameda, 1221 Oak Street, Oakland, California 94612, Department 21, on April 23, 2024 **at 8:30 a.m.** to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for costs and attorneys'

fees, the Enhancement Award made to the Class Representatives, and the fees and costs of the Claims Administrator. The hearing may be postponed without further notice to the Class. It is not necessary for you to appear at this hearing.

**VI. GETTING MORE INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Joint Stipulation of Class Action Settlement and Release between Plaintiff and BofA, which will be on file with the Court and available through the Claims Administrator.

The pleadings and other records in this litigation may be examined at any time during regular business hours at the records office of the Superior Court of the State of California, County of Alameda, 1221 Oak Street, Oakland, California 94612, or you may contact the Claims Administrator.

**PLEASE DO NOT TELEPHONE THE COURT, BOFA'S COUNSEL, OR BOFA FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. *SPECIFICALLY, DO NOT CONTACT BOFA'S MANAGEMENT OR HUMAN RESOURCES.* QUESTIONS SHOULD BE DIRECTED TO THE CLAIMS ADMINISTRATOR.**