

Colleen Dover v. BNY Investment Management Services, LLC, et al.
c/o Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

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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 June 9, 2026, 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 June 9, 2026 (“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 June 9, 2026, 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 June 9, 2026 (“PAGA 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 November 12, 2026, at 10:30 a.m. 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 on November 12, 2026, at 10:30 a.m., 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").

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.

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, through 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 Workweeks – 42,021 Workweeks) x \$42.54 / 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 «Class_Weeks» Covered Class Workweeks as a non-exempt employee in California during the Class Period and «PAGA_Periods» Covered PAGA Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be \$«Est_Class_PMT» and your estimated payment as a PAGA Member would be \$«Est_PAGA_PMT». If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than September 8, 2026. 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.

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.

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.

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than September 8, 2026. 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

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 September 8, 2026. 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 November 12, 2026, at 10:30 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 1-800-355-0700 or Class Counsel, whose information appears below:

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You may also visit the Settlement Administrator's website at www.apexclassaction.com/bnyinvestmentmanagement 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, DEFENDANTS, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.