

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

RICHARD MARCH, *et al.*, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

BANK OF AMERICA, N.A.,

Defendant.

Case No. 2:23-cv-02360-EFM-TJJ

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

The Court has before it the joint stipulation by Plaintiffs Richard March, Belinda Hollins, Diane Coluzzi, Michael Marchelos, Gary Lieb, Jean Lu, Giovanna Bolanos, and Claude Grant, (“Plaintiffs”) and Defendant Bank of America, N.A. (“Defendant” or “Bank of America”) (collectively “the Parties”) for preliminary approval of a proposed class action settlement. After reviewing the Parties’ written submissions, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the settlement memorialized in the Class Action Settlement Agreement (the “Settlement Stipulation”) and filed with the Court falls within the range of reasonableness and therefore meets the requirements for preliminary approval. The Settlement Stipulation sets out the terms upon which Bank of America will settle all claims that have been brought against it in the above-referenced matter, and consolidated claims in the cases *Coluzzi et al. v. Bank of America, N.A.*, Case No. 1:24-cv-06042-LGS [rel.

1:23-cv-06885-LGS] (S.D.N.Y) and *Bolanos et al. v. Bank of America, N.A.*, Case No. 3:23-cv-04027-JCS (N.D. Cal.).

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

3. **Amended Complaint.** The Court grants leave, for settlement purposes only, to Plaintiffs to file the Second Amended Complaint. Defendant need not answer said complaint and is deemed to deny the substantive and procedural allegations therein.

4. **Settlement Class and Subclasses.** The Court finds, for purposes of settlement only, that Settlement Class Members as defined in the Settlement Stipulation meets the requirements for certification under Kansas law, and therefore conditionally certifies for settlement purposes only the following class:

All individuals currently or formerly employed by Bank of America during the Covered Period who: (1) were classified as non-exempt and earned PPP incentive payments pursuant to "Program 4", who have been identified as the 6,241 individuals identified on the "Program 4 NonEx Only" tab of the spreadsheet produced as Bates BOA PPP 00005652 (later reproduced as BOA-0002756); or (2) were classified as exempt and were redeployed to perform work that is allegedly non-exempt on the PPP, who have been identified as the 1,460 identified on the spreadsheet produced as Bates BOA-0002710 (later reproduced as BOA-0002757); or (3) any Named Plaintiff and Opt-In Plaintiff, including those not captured by (1) and (2) above..

Consistent with the Settlement Stipulation, the Covered Period is defined as: (a) for non-exempt employees, April 1, 2020 through May 31, 2021; and (b) for exempt employees, April 1, 2020, through August 31, 2020.

5. **Appointment of Class Representative.** The Court appoints, for settlement purposes only, Plaintiffs Richard March, Belinda Hollins, Diane Coluzzi, Michael Marchelos, Gary Lieb, Jean Lu, Giovanna Bolanos, and Claude Grant as Class Representatives.

6. **Appointment of Class Counsel.** The Court appoints, for settlement purposes

only, George A. Hanson, Alexander T. Ricke, and Caleb J. Wagner, of Stueve Siegel Hanson LLP, located 460 Nichols Road, Suite 200, Kansas City, Missouri 64112, as Class Counsel.

7. **Administrator and Notice.** The Settling Parties shall retain the services of Analytics Consulting LLC for the administration of the Settlement, and said entity is hereby appointed Administrator. As described in Paragraph III(C)(1) of the Settlement Stipulation, by no later than ten (10) business days after receiving the information described in Paragraph III(A) of the 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 III(A) of the 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 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 III(C)(2) 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 this 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 III(C)(3) of the Settlement Stipulation. Pursuant to the terms of the 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 III(C)(7) 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 proposed Settlement or any aspect thereof.

11. **Stay.** Pending the Final Approval/Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Stipulation and this Order, are stayed. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Class Members from filing or prosecuting any claims, suits, or administrative proceedings (including filing claims with the Kansas Department of Labor, Employment Standards Division) regarding claims released by the Settlement unless and until such Class Members have filed valid Requests for Exclusion with the Administrator in this matter.

12. **Non-Approval.** In the event the proposed Settlement as provided in the Settlement Stipulation is not approved by the Court, or for any reason the Parties fail to obtain a final approval order as contemplated in the Settlement Stipulation, or the Settlement Stipulation is terminated or voided pursuant to its terms, the Settlement Stipulation shall become

null and void and of no further force or effect, and shall not be used or referred to for any purpose whatsoever, this Order shall be treated as vacated *nunc pro tunc*, and the Settlement Class and subclasses shall be decertified. In such event, the Settlement Stipulation, the certification of the Settlement Class and subclasses, and all negotiations and proceedings relating to either shall be withdrawn without prejudice as to the rights of any and all parties thereto, and the Second Amended Complaint will be struck and the First Amended Complaint shall be the operative complaint for purposes of litigation.

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

14. **Final Approval/Fairness Hearing.** The Final Approval/Fairness Hearing is set for **December 4, 2025, at 9:00 a.m. (Central Time) in Courtroom 440 of the Kansas City, Kansas Federal Courthouse** before this Court. At the Final Approval/Fairness Hearing, the Court will consider: (a) whether the Settlement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting approval of the settlement should be entered; and (c) whether Plaintiffs' application for an award of attorneys' fees, reimbursement of litigation expenses, and class representative enhancement should be granted. The Court reserves the right to adjourn or continue the date of the Final Approval/Fairness Hearing and all dates provided for in the Settlement Stipulation without further notice to the Settlement Class and retains jurisdiction to consider all further applications arising out of or connected with the Settlement Stipulation.

IT IS SO ORDERED.

Dated this 21st day of August, 2025.

Eric F. Melgren
ERIC F. MELGREN
CHIEF UNITED STATES DISTRICT JUDGE