UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

ZELDA V. YALARTAI,
c/o Justly Prudent
420 Florida Ave. NE, Suite 27
Washington, DC 20002

Case No. 1:26-cv-4790

DEMAND FOR JURY TRIAL

Plaintiff,

v.

T. ROWE PRICE ASSOCIATES, INC.,
Serve on Resident Agent:
CSC-Lawyers Incorp. Service Company
7 St. Paul Street, Suite 820
Baltimore, Maryland 21202

Defendant.
_____/

COMPLAINT

Plaintiff Zelda V. Yalartai ("Yalartai"), for her complaint against Defendant T. Rowe Price Associates, Inc. ("T. Rowe Price"), alleges the following:

1. Yalartai brings this action to seek redress for T. Rowe Price's decision to discharge her on September 9, 2025. The discharge came 13 days before she was scheduled to undergo surgery on her left wrist and elbow and to begin the medical leave that the surgery required.

2. Yalartai worked for T. Rowe Price as a Senior Administrative Assistant in its Legal, Compliance & Audit department from January 23, 2023, until her discharge. In May 2025, she was diagnosed with bilateral carpal tunnel syndrome and bilateral ulnar neuropathy at the elbow. On July 18, 2025, she requested leave under the Family and Medical Leave Act and short-term disability benefits for an absence beginning September 22, 2025, the date of her

scheduled surgery. She made that request through T. Rowe Price's leave administrator. Her supervisor acknowledged the request in writing four days later. In late August 2025, Yalartai told her supervisor that her surgeon had determined that surgery was the only remaining treatment. On September 4, 2025, she met with her supervisor to plan coverage of her duties during her absence.

3. Five days after that meeting, T. Rowe Price called Yalartai into a meeting titled "catch-up" and discharged her, effective immediately. It cited a lack of collaboration skills and an inability to work independently. T. Rowe Price had issued Yalartai no warning or other corrective action in the more than four months before that meeting. After the discharge, T. Rowe Price's leave administrator closed Yalartai's leave and disability claims as "Not Eligible." Her employer-sponsored health coverage ended on September 30, 2025, and the surgery has not taken place.

4. Yalartai's claims arise under the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601–2654 ("FMLA"); the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008, 42 U.S.C. §§ 12101–12213 ("ADA"); and the laws of the State of Maryland, including the Maryland Fair Employment Practices Act, Md. Code Ann., State Gov't § 20-601 *et seq.* ("MFEPA").

JURISDICTION AND VENUE

5. The Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1343(a)(4), and 29 U.S.C. § 2617(a)(2).

6. The Court has supplemental jurisdiction over Yalartai's MFEPA claims under 28 U.S.C. § 1367(a) because those claims form part of the same case or controversy under Article III of the United States Constitution. The MFEPA claims arise from the same employment

relationship, the same leave request, and the same September 9, 2025 discharge as Yalartai's federal claims, and the parties are identical. Resolving the federal and state claims in a single action serves the interests of judicial economy, convenience, consistency, and fairness to the parties.

7. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)(1) because T. Rowe Price has its principal office in Baltimore, Maryland. Venue is also proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to Yalartai's claims occurred in this district. Venue for the ADA claims is also proper under 42 U.S.C. § 12117(a), which incorporates 42 U.S.C. § 2000e-5(f)(3), because the unlawful employment practices alleged here were committed in Maryland and, upon information and belief, the employment records relevant to those practices are maintained and administered in Maryland.

THE PARTIES

8. Plaintiff Zelda V. Yalartai was employed by T. Rowe Price from January 23, 2023 through September 9, 2025, as a Senior Administrative Assistant in its Legal, Compliance & Audit department. At all relevant times to this Complaint, Yalartai resided in Baltimore County, Maryland. She now resides in Cobb County, Georgia.

9. Defendant T. Rowe Price Associates, Inc. is an investment management firm headquartered in Baltimore, Maryland. T. Rowe Price is a corporation organized under the laws of the State of Maryland, with its principal office at 1307 Point Street, Baltimore, Maryland 21231. During each of 2024 and 2025, T. Rowe Price employed more than 500 employees in each of 20 or more calendar workweeks. At all relevant times, T. Rowe Price was Yalartai's employer.

ADMINISTRATIVE PREREQUISITES

10. On April 6, 2026, Yalartai filed a Charge of Discrimination against T. Rowe Price with the U.S. Equal Employment Opportunity Commission ("EEOC"), Charge No. 531-2025-05678 (the "Charge"). The Charge identified disability and retaliation among the bases of discrimination. It alleged that T. Rowe Price discriminated against Yalartai with respect to discipline, reasonable accommodation, and discharge, and retaliated against her for engaging in protected activity, in violation of the ADA.

11. The Charge was dual-filed with the Maryland Commission on Civil Rights on April 6, 2026, under the work-sharing agreement between that agency and the EEOC.

12. On July 14, 2026, T. Rowe Price submitted a position statement to the EEOC through counsel. In it, T. Rowe Price responded to the Charge's allegations of disability discrimination, failure to accommodate, and retaliation for requesting medical leave.

13. On August 24, 2026, the EEOC notified Yalartai by email that it had issued a final decision dismissing the Charge. The notice also stated that she had the right to sue T. Rowe Price within 90 days of receipt. Yalartai received the notice that day.

14. Yalartai has satisfied all administrative prerequisites to filing this action.

FACTUAL BACKGROUND

15. By letter dated December 22, 2022, T. Rowe Price offered Yalartai the position of Senior Administrative Assistant in its Legal, Compliance & Audit department ("LCA") at an annual base salary of $70,000.

16. Yalartai accepted the offer and began work on January 23, 2023, at T. Rowe Price's campus in Owings Mills, Maryland.

17. Yalartai was a full-time, non-exempt employee. T. Rowe Price computed her hourly rate by dividing her annual salary by 2,080 hours.

18. Patrice Gray ("Gray"), T. Rowe Price's Supervisor of Administrative Services for LCA, decided to hire Yalartai and supervised her throughout her employment.

19. Gray reported to Meg Millard ("Millard"), T. Rowe Price's Senior Business Manager for LCA.

20. As a Senior Administrative Assistant, Yalartai managed calendars, coordinated meetings, arranged travel, prepared expense reports, and assisted with projects for the LCA attorneys and managers to whom she was assigned (her "business partners").

21. Effective January 20, 2025, T. Rowe Price realigned the assignments of LCA's administrative assistants, and Yalartai began supporting a new group of business partners.

22. By March 2025, Yalartai was also responsible for managing the LCA Admin mailbox, a shared mailbox through which LCA associates without dedicated administrative support requested assistance.

23. At the time of her discharge, Yalartai's annual base salary was $70,700.

Performance Management Through April 2025

24. On December 9, 2024, Gray issued Yalartai a Written Warning concerning her performance. Gray then placed Yalartai on a performance improvement plan (the "PIP").

25. Between January and April 2025, Gray recorded dated entries in the PIP. In the entry for February 27, 2025, Gray recorded that she had "[s]hared positive feedback from business partners" with Yalartai.

26. On April 16, 2025, Gray met with Yalartai and told her that Gray was moving her to a Final Written Warning. In the PIP notes dated April 16, 2025, Gray wrote that Yalartai "continues to provide dependable support to her assigned business partners."

27. On April 28, 2025, Gray and Yalartai signed the Final Written Warning. Among other areas, it addressed Yalartai's collaboration and communication with colleagues and her use of colleagues as a resource.

28. On May 5, 2025, Yalartai submitted a written response disputing the Final Written Warning to Human Resources Consultant Smita Menon ("Menon").

29. Between April 28, 2025, and her discharge on September 9, 2025, T. Rowe Price issued Yalartai no further warning, performance improvement plan, or other corrective action.

Yalartai's Medical Condition

30. In March 2025, Yalartai began to experience pain in both elbows and arms and weakness in her hands.

31. On March 24, 2025, Yalartai opened a case through T. Rowe Price's Human Resources portal titled "Elbow / Arm / Hand Pain." She reported that she had been referred to an orthopedist "for bilateral elbow/arm/hand pain, with the left being worse than the right." She wrote that the pain "radiates from the elbow and is causing some weakness in the hand." She also wrote that it became worse "during the course of the day."

32. On March 25, 2025, T. Rowe Price's Human Resources benefits staff wrote to Yalartai from its "FMLA and Short Term Disability" mailbox. They informed her that a workers' compensation claim for her condition had been received and was pending review by T. Rowe Price's workers' compensation carrier. They also instructed her that she "must contact The Hartford to initiate FMLA claim."

33. The Hartford is the third-party administrator through which T. Rowe Price processes its employees' requests for FMLA leave and short-term disability benefits.

34. On April 18, 2025, orthopedic surgeon Dr. Kristin Karim evaluated Yalartai. Dr. Karim advised her to wear wrist splints at night and ordered electrodiagnostic testing of both arms.

35. On May 5, 2025, Dr. Gayle Schwartz performed nerve conduction studies and electromyography of both of Yalartai's arms.

36. The studies showed mild compression of the median nerve at both wrists. They also showed moderate sensorimotor neuropathy of the ulnar nerve at both elbows, worse on the right.

37. Dr. Schwartz diagnosed Yalartai with bilateral carpal tunnel syndrome and bilateral lesions of the ulnar nerve at the elbow, a condition also known as cubital tunnel syndrome.

38. Dr. Schwartz also found reduced strength in both of Yalartai's arms. Dr. Schwartz advised her to use wrist splints and to avoid prolonged or repetitive bending of the elbows.

39. Yalartai's condition was progressive. By the summer of 2025, it caused pain, numbness, tingling, and weakness in her hands and arms that limited her ability to type, write, grip objects, lift, and perform repetitive hand movements.

40. Yalartai's position required sustained typing and repetitive use of both hands.

Yalartai's Work After the Final Written Warning

41. After the Final Written Warning, T. Rowe Price continued to assign Yalartai responsibilities beyond the support of her business partners.

42. Between May and September 2025, Yalartai managed the LCA Admin mailbox and coordinated department events. She also led a multi-week SEC filing project outside her regular area of responsibility, assisted with onboarding new employees, and prepared presentations for LCA's leadership team.

43. On July 31, 2025, another LCA administrative assistant wrote to colleagues that Gray had advised that "Zelda is to take the lead on the in box."

Yalartai Requests FMLA Leave for Surgery

44. Dr. Karim recommended surgery to release the median nerve at Yalartai's left wrist and the ulnar nerve at her left elbow.

45. Yalartai requested leave because the surgery and her recovery from it would leave her unable to perform the functions of her position for a period of time. Upon information and belief, based on the nature of the scheduled procedures—a left endoscopic carpal tunnel release and a left cubital tunnel release, performed under anesthesia or sedation—and on the short-term disability claim Yalartai submitted for an absence beginning September 22, 2025, recovery from the surgery would have left Yalartai unable to type or perform the other manual functions of her position for more than three consecutive full calendar days.

46. The surgery was initially expected to take place in August 2025. Yalartai moved it to September 22, 2025, to give Gray time to arrange coverage of her duties during her absence.

47. On July 18, 2025, Yalartai requested leave through The Hartford for an absence beginning September 22, 2025.

48. The Hartford opened a leave-of-absence claim under the FMLA (No. 52404560) and a short-term disability claim (No. 52404559) for Yalartai.

49. The Hartford's July 18, 2025 letter informed Yalartai that it would "re-check [her] eligibility upon the first date [she was] absent from work due to this leave reason." The letter set October 7, 2025, as the deadline for her physician's certification. A true and correct copy of the letter is attached as Exhibit 1.

50. On July 24, 2025, Yalartai submitted to The Hartford a signed authorization permitting her health care providers to release medical information in support of her claims.

51. At 7:54 a.m. on July 22, 2025, Yalartai emailed Gray that she had "been managing bilateral carpal tunnel and bilateral cubital tunnel."

52. In the same email, Yalartai told Gray that she had developed pain in her right shoulder, that the shoulder condition had been diagnosed the previous day, that she had been unable to move her right arm at all, and that she had received a steroid injection in the shoulder.

53. At 10:49 a.m. that morning, Gray replied: "I am so sorry to hear this news, as I understand the pain can be extremely unbearable."

54. In the same reply, Gray wrote that she would "let your business partners know." She also wrote that she "wanted to acknowledge that I am in receipt of the email notification from Hartford regarding the claim you initiated for FMLA." A true and correct copy of the July 22, 2025 exchange is attached as Exhibit 2.

55. In or around July 2025, Yalartai also told Gray that the September surgery would be followed by a second surgery in approximately December 2025.

56. On August 18, 2025, a contractor began working with LCA's administrative team (the "Contractor").

57. Yalartai trained the Contractor on her duties so that the Contractor could cover them during her leave.

58. On August 19, 2025, another LCA administrative assistant emailed the administrative team, copying Gray and Millard. She asked each assistant "to schedule two (in person) 90-minute shadow sessions" with the Contractor.

59. On or about August 22, 2025, Dr. Karim determined that physical therapy and other conservative treatment would not correct Yalartai's condition. Dr. Karim determined that surgery was the only remaining treatment.

60. On or about August 25, 2025, Yalartai told Gray that Dr. Karim had ruled out alternatives to surgery and that the surgery was necessary.

61. On September 2, 2025, the Lutherville SurgiCenter confirmed that Dr. Karim would perform Yalartai's left endoscopic carpal tunnel release and left cubital tunnel release on September 22, 2025.

62. The SurgiCenter's benefits quote, completed and mailed to Yalartai on September 2, 2025, reflected that her deductible had been met. It showed that $509.50 would be due at the time of surgery.

63. On September 4, 2025, Yalartai met with Gray to discuss what Yalartai needed to do to prepare the person who would cover her duties during her leave.

T. Rowe Price Discharges Yalartai Thirteen Days Before Her Surgery

64. Yalartai received an invitation to a meeting with Gray on September 9, 2025, titled "catch-up."

65. When Yalartai arrived at the meeting, Gray and a representative of T. Rowe Price's Human Resources department were present.

66. At the meeting, Gray informed Yalartai that T. Rowe Price was terminating her employment, effective immediately.

67. T. Rowe Price's stated reasons were that Yalartai lacked collaboration skills and did not work independently.

68. Gray made the decision to discharge Yalartai.

69. T. Rowe Price discharged Yalartai 53 days after she requested FMLA leave, 49 days after Gray acknowledged that request in writing, about 15 days after Yalartai told Gray that surgery was necessary, five days after Yalartai met with Gray to plan coverage for her leave, and 13 days before her scheduled surgery.

70. When T. Rowe Price discharged Yalartai, her leave and short-term disability claims remained pending with The Hartford.

71. By September 19, 2025, The Hartford had closed Yalartai's short-term disability claim with a status of "Denied" and a reason of "Not Eligible," with zero days approved. The Hartford's record of that claim lists her linked leave claim (No. 52404560) and a leave begin date of September 22, 2025.

72. The Hartford's July 18, 2025 letter described T. Rowe Price's short-term disability benefits. An employee with at least two but fewer than ten years of service was eligible for full pay for up to the first 60 calendar days of a covered absence. The employee was then eligible for 60 percent of monthly salary for up to the next 120 calendar days.

73. Yalartai's health insurance coverage through T. Rowe Price ended on September 30, 2025.

74. Yalartai did not undergo the surgery scheduled for September 22, 2025, and she has not undergone it since.

T. Rowe Price's Explanation to the EEOC

75. In its position statement to the EEOC, T. Rowe Price stated that it discharged Yalartai because performance issues continued after the Final Written Warning.

76. T. Rowe Price identified no warning, performance improvement plan, or other corrective action issued to Yalartai after the Final Written Warning. Instead, it listed ten matters dated between May 8, 2025, and August 2025.

77. At least four of those ten matters arose after Yalartai's July 18, 2025 leave request: two on July 31, 2025, and two in August 2025.

78. On July 31, 2025, Yalartai was working remotely with Gray's approval and left work for a medical appointment.

79. One of the August 2025 matters faulted Yalartai for assigning herself to only two of 35 onboarding tasks for the Contractor. The August 19, 2025 email to the administrative team had asked each assistant to schedule two shadow sessions with the Contractor.

80. T. Rowe Price also acknowledged to the EEOC that Yalartai requested FMLA leave on July 18, 2025, and that she "discussed with Ms. Gray coverage for her role for when she would be out."

HARM CAUSED

81. As a direct and proximate result of T. Rowe Price's conduct, Yalartai has suffered and continues to suffer substantial harm.

82. Yalartai lost her employment with T. Rowe Price, together with the annual salary of $70,700 and the employment benefits that came with it. She has lost wages and benefits from September 9, 2025 to the present.

83. Yalartai lost the job-protected FMLA leave for which she had applied. That loss included T. Rowe Price's obligation to maintain her group health coverage during the leave. It also included T. Rowe Price's obligation to restore her to her position, or to an equivalent position, when the leave ended.

84. Yalartai lost the short-term disability benefits available for her surgical absence, including full pay for up to the first 60 calendar days and 60 percent of monthly salary for up to the next 120 calendar days. At her final salary, that benefit would have been worth approximately $25,500.

85. Yalartai lost her group health coverage on September 30, 2025, eight days after her scheduled surgery date.

86. Without that coverage, Yalartai has been unable to afford the surgery, which has not taken place.

87. Yalartai continues to experience daily pain in her hands and arms that limits her ability to type and to lift.

88. Yalartai lost the matching and fixed contributions that T. Rowe Price made to her account under its U.S. Retirement Program. Upon information and belief, she also forfeited the unvested portion of the company contributions previously made to her account. Those contributions vested at 20 percent per year of service.

89. Yalartai has suffered substantial emotional distress as a result of the discharge, the loss of her health coverage, and the cancellation of her surgery.

COUNT I
Interference in violation of the FMLA, 29 U.S.C. § 2615(a)(1)
(Against Defendant T. Rowe Price Associates, Inc.)

90. Yalartai incorporates herein the allegations set forth in paragraphs 1 through 89, above.

91. The FMLA entitles an eligible employee to up to twelve workweeks of leave during any twelve-month period "[b]ecause of a serious health condition that makes the employee unable to perform the functions of the position of such employee." 29 U.S.C. § 2612(a)(1)(D). It is unlawful for an employer "to interfere with, restrain, or deny the exercise of or the attempt to exercise, any right provided under" the FMLA. 29 U.S.C. § 2615(a)(1).

92. T. Rowe Price is an "employer" within the meaning of 29 U.S.C. § 2611(4)(A)(i) because it is engaged in commerce or in an industry affecting commerce and because, during 2024 and 2025, it employed 50 or more employees for each working day in each of 20 or more calendar workweeks.

93. Yalartai was an "eligible employee" within the meaning of 29 U.S.C. § 2611(2) on July 18, 2025, when she requested leave, and on September 22, 2025, when the leave was to begin. By July 18, 2025, she had been employed by T. Rowe Price for more than twelve months. She worked full time throughout the twelve months before her requested leave and worked at least 1,250 hours during that period. At all relevant times, T. Rowe Price employed 50 or more employees within 75 miles of its Owings Mills, Maryland campus, the worksite at which Yalartai was employed.

94. Yalartai's bilateral carpal tunnel syndrome and bilateral cubital tunnel syndrome constituted a "serious health condition" within the meaning of 29 U.S.C. § 2611(11) and 29 C.F.R. § 825.115. The condition involved continuing treatment by health care providers,

including Dr. Karim's evaluation and treatment plan of April 18, 2025; Dr. Schwartz's diagnostic testing of May 5, 2025; Dr. Karim's determination, on or about August 22, 2025, that surgery was the only remaining treatment; and the surgery scheduled for September 22, 2025. The surgery and her recovery from it would have left Yalartai unable to perform the functions of her position.

95. Yalartai gave T. Rowe Price notice of her need for foreseeable leave more than 30 days before the leave was to begin, as 29 U.S.C. § 2612(e)(2)(B) requires. On July 18, 2025, she requested the leave through The Hartford, the administrator T. Rowe Price uses to process FMLA requests. On July 22, 2025, she informed Gray of her diagnoses, and Gray acknowledged the FMLA claim in writing. On or about August 25, 2025, she informed Gray that the surgery was necessary. On September 4, 2025, she met with Gray to plan coverage of her duties during her absence. T. Rowe Price has acknowledged that Yalartai requested FMLA leave on July 18, 2025, and that she discussed coverage of her role with Gray.

96. Yalartai had not used any FMLA leave in the twelve months preceding September 22, 2025. She was therefore entitled to: (a) up to twelve workweeks of FMLA leave beginning September 22, 2025; (b) maintenance of her group health coverage during that leave, under 29 U.S.C. § 2614(c)(1); and (c) restoration to her position, or an equivalent position, at the end of the leave, under 29 U.S.C. § 2614(a)(1).

97. T. Rowe Price interfered with, restrained, and denied Yalartai's exercise and attempted exercise of those rights. It did so by discharging her on September 9, 2025, while her leave request was pending and 13 days before the leave was to begin.

98. The discharge prevented Yalartai's FMLA leave from beginning. It ended T. Rowe Price's obligation to maintain her group health coverage, which ended on September 30,

2025. It also eliminated her right to restoration. After the discharge, The Hartford closed her claims as "Not Eligible."

99. T. Rowe Price would not have discharged Yalartai on September 9, 2025, had she not requested and attempted to take FMLA leave. T. Rowe Price issued her no warning, performance improvement plan, or other corrective action in the more than four months after the April 28, 2025 Final Written Warning. It continued during that period to assign her expanded responsibilities, including leadership of the LCA Admin mailbox. It did not act until Yalartai had requested leave, Gray had acknowledged the request, Yalartai had confirmed that surgery was necessary, and Yalartai had met with Gray to plan coverage for her absence.

100. T. Rowe Price's interference caused Yalartai harm. She lost her employment, her wages and employment benefits, her group health coverage, the short-term disability benefits available for her surgical absence, and her right to restoration.

101. As a result of T. Rowe Price's wrongful conduct, Yalartai has suffered and continues to suffer substantial harm.

COUNT II
Unlawful Retaliation in violation of the FMLA, 29 U.S.C. § 2615(a)
(Against Defendant T. Rowe Price Associates, Inc.)

102. Yalartai incorporates herein the allegations set forth in paragraphs 1 through 89, 92 through 96, above.

103. The FMLA makes it unlawful for an employer to interfere with the exercise of FMLA rights or to discharge or otherwise discriminate against an individual for opposing a practice the FMLA makes unlawful. 29 U.S.C. § 2615(a)(1)–(2). The implementing regulations provide that the FMLA's "prohibition against interference prohibits an employer from discriminating or retaliating against an employee or prospective employee for having exercised

or attempted to exercise FMLA rights," and that employers "cannot use the taking of FMLA leave as a negative factor in employment actions." 29 C.F.R. § 825.220(c).

104. Yalartai engaged in protected activity when she requested and attempted to exercise her right to FMLA leave. She did so by: (a) requesting leave through The Hartford on July 18, 2025; (b) informing Gray of her diagnoses on July 22, 2025; (c) informing Gray, on or about August 25, 2025, that the surgery was necessary; (d) meeting with Gray on September 4, 2025, to plan coverage for her absence; and (e) training the Contractor to cover her duties during her leave.

105. Gray, who made the decision to discharge Yalartai, knew of that protected activity. Gray acknowledged the FMLA claim in writing on July 22, 2025. Gray received Yalartai's report that surgery was necessary, and she met with Yalartai on September 4, 2025, to plan coverage for the leave.

106. T. Rowe Price took a materially adverse action against Yalartai when it discharged her on September 9, 2025.

107. Yalartai's request for and attempt to take FMLA leave was a but-for cause of the discharge. T. Rowe Price discharged Yalartai 53 days after she requested leave, about 15 days after she told Gray that surgery was necessary, and five days after she met with Gray to plan coverage for her absence. T. Rowe Price issued her no warning, performance improvement plan, or other corrective action after April 28, 2025, and it continued to assign her expanded responsibilities until the discharge. In its explanation to the EEOC, T. Rowe Price cited matters arising after the leave request, two of which arose on July 31, 2025, the day Yalartai left work for a medical appointment. Another faulted Yalartai's participation in onboarding the Contractor whom she was training to cover her leave, although the administrative team had asked each

assistant to schedule two shadow sessions with the Contractor. T. Rowe Price called Yalartai to a meeting titled "catch-up" and discharged her effective immediately, 13 days before her leave was to begin.

108. As a result of T. Rowe Price's wrongful conduct, Yalartai has suffered and continues to suffer substantial harm.

COUNT III
Unlawful Discrimination in violation of the ADA, 42 U.S.C. § 12112(a)
(Against Defendant T. Rowe Price Associates, Inc.)

109. Yalartai incorporates herein the allegations set forth in paragraphs 1 through 89, above.

110. The ADA provides that "[n]o covered entity shall discriminate against a qualified individual on the basis of disability in regard to . . . discharge of employees . . . and other terms, conditions, and privileges of employment." 42 U.S.C. § 12112(a).

111. T. Rowe Price is a "covered entity" and an "employer" within the meaning of 42 U.S.C. § 12111(2) and (5)(A) because it is engaged in an industry affecting commerce and employed 15 or more employees for each working day in each of 20 or more calendar weeks in 2024 and 2025.

112. Yalartai had a disability within the meaning of 42 U.S.C. § 12102(1)(A). Her bilateral carpal tunnel syndrome and bilateral cubital tunnel syndrome were physical impairments that compressed the median and ulnar nerves in both of her arms. They substantially limited her, compared with most people in the general population, in the major life activities of performing manual tasks, including typing, writing, and gripping objects; lifting; and the major bodily function of neurological function. Under 42 U.S.C. § 12102(2)(A)–(B), (4)(E)(i), these

limitations are measured without regard to the ameliorative effects of mitigating measures such as wrist splints.

113. Yalartai also had a record of such an impairment within the meaning of 42 U.S.C. § 12102(1)(B). Her diagnoses and limitations are documented in her March 24, 2025 report to Human Resources, Dr. Schwartz's May 5, 2025 diagnostic findings, her July 22, 2025 email to Gray, and the leave and disability claims she submitted to The Hartford.

114. T. Rowe Price also regarded Yalartai as having such an impairment within the meaning of 42 U.S.C. § 12102(1)(C), (3)(A)–(B). Gray knew of Yalartai's diagnoses, acknowledged that "the pain can be extremely unbearable," knew that the impairment required surgery and an absence from work, and planned coverage of Yalartai's duties for that absence. Yalartai's impairment was not transitory and minor. Her symptoms began in March 2025 and affected both arms, and the condition required a surgical release scheduled for September 22, 2025, and a second surgery in approximately December 2025. Its expected duration therefore exceeded six months.

115. Yalartai was a "qualified individual" within the meaning of 42 U.S.C. § 12111(8). She held the skills, experience, and other qualifications for the Senior Administrative Assistant position, which she performed from January 23, 2023, through September 9, 2025. With the reasonable accommodation of a finite period of medical leave for surgery and recovery, she could perform the essential functions of that position.

116. T. Rowe Price knew of Yalartai's impairment. Its Human Resources staff knew of it from her March 24, 2025 report. Gray knew of her diagnoses no later than July 22, 2025, and knew of the need for surgery no later than on or about August 25, 2025.

117. Yalartai was meeting T. Rowe Price's legitimate expectations when it discharged her. In April 2025, Gray wrote that Yalartai "continues to provide dependable support to her assigned business partners." T. Rowe Price issued her no corrective action after April 28, 2025. Through September 2025, it continued to assign her expanded responsibilities, including leadership of the LCA Admin mailbox, a multi-week SEC filing project, and presentations for LCA's leadership team.

118. T. Rowe Price discharged Yalartai on September 9, 2025.

119. Yalartai's disability was a but-for cause of the discharge, and the circumstances of the discharge raise a reasonable inference of disability discrimination. T. Rowe Price discharged Yalartai about 15 days after she told Gray that her impairment required surgery, five days after she met with Gray to plan coverage for her surgical absence, and 13 days before the surgery. The surgery and absence for which Yalartai was preparing were the treatment her impairment required, and they cannot be separated from it. Among the matters T. Rowe Price later cited to justify the discharge were two that arose on July 31, 2025, the day Yalartai left work for a medical appointment.

120. T. Rowe Price discharged Yalartai with malice or with reckless indifference to her federally protected rights, within the meaning of 42 U.S.C. § 1981a(b)(1). T. Rowe Price maintains written policies that prohibit discrimination because of disability and that commit it to providing reasonable accommodations to qualified individuals with disabilities, which reflect its knowledge of its obligations under federal law. Its Human Resources department knew of Yalartai's condition from March 2025 and participated in the decision to discharge her. Gray made the decision knowing that Yalartai's impairment required surgery and an absence from work.

121. As a result of T. Rowe Price's wrongful conduct, Yalartai has suffered and continues to suffer substantial harm.

COUNT IV
Unlawful Retaliation in violation of the ADA, 42 U.S.C. § 12203(a)
(Against Defendant T. Rowe Price Associates, Inc.)

122. Yalartai incorporates herein the allegations set forth in paragraphs 1 through 89, 107, and 111 through 119, above.

123. The ADA provides that "[n]o person shall discriminate against any individual because such individual has opposed any act or practice made unlawful by this chapter or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this chapter." 42 U.S.C. § 12203(a).

124. Yalartai engaged in protected activity by requesting, in good faith, a reasonable accommodation for her disability: a finite period of medical leave for surgery and recovery. She made that request directly to her supervisor, as well as through The Hartford. On July 22, 2025, she informed Gray in writing of her diagnoses. In or around July 2025, she told Gray that her condition required surgery in September 2025 and a second surgery in approximately December 2025. On or about August 25, 2025, she told Gray that her surgeon had ruled out alternatives and that the surgery was necessary. On September 4, 2025, she met with Gray to arrange coverage of her duties during the leave.

125. Gray, who made the decision to discharge Yalartai, knew of each of those requests.

126. T. Rowe Price took a materially adverse action against Yalartai when it discharged her on September 9, 2025.

127. Yalartai's protected activity was a but-for cause of the discharge, for the reasons alleged in paragraphs 107 and 119.

128. As a result of T. Rowe Price's wrongful conduct, Yalartai has suffered and continues to suffer substantial harm.

COUNT V
Unlawful Discrimination in violation of the Maryland Fair Employment Practices Act, Md. Code Ann., State Gov't § 20-606(a)(1)(i)
(Against Defendant T. Rowe Price Associates, Inc.)

129. Yalartai incorporates herein the allegations set forth in paragraphs 1 through 89 and 111 through 119, above.

130. MFEPA provides that an employer may not "fail or refuse to hire, discharge, or otherwise discriminate against any individual . . . because of . . . disability unrelated in nature and extent so as to reasonably preclude the performance of the employment." Md. Code Ann., State Gov't § 20-606(a)(1).

131. MFEPA's prohibition of disability discrimination is construed consistently with the ADA, and the elements of Yalartai's claim under it mirror those of her ADA discrimination claim in Count III.

132. T. Rowe Price is an "employer" within the meaning of Md. Code Ann., State Gov't § 20-601(d) because it is engaged in an industry or business and had 15 or more employees for each working day in each of 20 or more calendar weeks in 2024 and 2025.

133. Yalartai had a "disability" within the meaning of Md. Code Ann., State Gov't § 20-601(b), for the reasons alleged in paragraphs 112 through 114.

134. Yalartai's disability was unrelated in nature and extent so as to reasonably preclude the performance of her employment. She performed the duties of her position through

September 9, 2025. With a finite period of medical leave for surgery and recovery, she could continue to perform them, as alleged in paragraphs 115 and 117.

135. T. Rowe Price discharged Yalartai because of her disability, as alleged in paragraphs 116 through 119.

136. As a result of T. Rowe Price's wrongful conduct, Yalartai has suffered and continues to suffer substantial harm.

COUNT VI
Unlawful Retaliation in violation of the Maryland Fair Employment Practices Act, Md. Code Ann., State Gov't § 20-606(f)
(Against Defendant T. Rowe Price Associates, Inc.)

137. Yalartai incorporates herein the allegations set forth in paragraphs 1 through 89, 107, 112 through 119, 124 through 127, and 132, above.

138. MFEPA provides that an employer "may not discriminate or retaliate against any of its employees . . . because the individual has . . . opposed any practice prohibited by this subtitle." Md. Code Ann., State Gov't § 20-606(f).

139. MFEPA makes it an unlawful employment practice for an employer to fail or refuse to make a reasonable accommodation for the known disability of an otherwise qualified employee. Md. Code Ann., State Gov't § 20-606(a)(4). Because MFEPA's anti-retaliation provision is construed consistently with the ADA's, a good-faith request for a reasonable accommodation is protected activity under § 20-606(f).

140. T. Rowe Price is an "employer" within the meaning of Md. Code Ann., State Gov't § 20-601(d)(1), as alleged in paragraph 132.

141. Yalartai engaged in protected activity by requesting in good faith a reasonable accommodation for her known disability. The accommodation she requested was a finite period of medical leave for surgery and recovery, as alleged in paragraph 124.

142. Gray, who made the decision to discharge Yalartai, knew of that protected activity. T. Rowe Price discharged Yalartai on September 9, 2025, and her protected activity was a but-for cause of the discharge, as alleged in paragraphs 125 through 127.

143. Yalartai satisfied the prerequisites of Md. Code Ann., State Gov't § 20-1013(a), as alleged in paragraphs 10 through 14.

144. As a result of T. Rowe Price's wrongful conduct, Yalartai has suffered and continues to suffer substantial harm.

PRAYER FOR RELIEF

Plaintiff Zelda V. Yalartai respectfully requests that the Court enter judgment in her favor and against Defendant T. Rowe Price Associates, Inc. on the Complaint, as follows:

A. Declare that T. Rowe Price violated the FMLA, 29 U.S.C. § 2615(a)(1)–(2); the ADA, 42 U.S.C. §§ 12112(a), 12203(a); and MFEPA, Md. Code Ann., State Gov't § 20-606(a)(1)(i), (f), when it discharged Yalartai on September 9, 2025;

B. Award Yalartai back pay and lost employment benefits from September 9, 2025, through the date of judgment, including lost wages, short-term disability benefits, group health coverage, and retirement-plan contributions, including the restoration of forfeited unvested contributions, in fair and reasonable amounts to be determined at trial (Counts I through VI);

C. Order T. Rowe Price to reinstate Yalartai to her former position or a substantially equivalent position, with restoration of her seniority and benefits, or, in lieu of reinstatement, award Yalartai front pay in a fair and reasonable amount to be determined by the Court (Counts I through VI);

D. Award Yalartai liquidated damages under 29 U.S.C. § 2617(a)(1)(A)(ii)–(iii) in an amount equal to her lost wages, salary, employment benefits, and other compensation, plus interest (Counts I and II);

E. Award Yalartai compensatory damages for emotional distress and other nonpecuniary losses, and for out-of-pocket losses, under 42 U.S.C. § 1981a(a)(2) and Md. Code Ann., State Gov't §§ 20-1009(b) and 20-1013(d), in fair and reasonable amounts to be determined at trial (Counts III, V, and VI);

F. Award Yalartai punitive damages under 42 U.S.C. § 1981a(b)(1), in an amount that sufficiently punishes and deters T. Rowe Price's unlawful conduct (Count III);

G. Award Yalartai prejudgment and post-judgment interest;

H. Award Yalartai the costs and fees she incurred in connection with this action, including reasonable attorney fees, expert witness fees, and litigation expenses, under 29 U.S.C. § 2617(a)(3), 42 U.S.C. § 12205, and Md. Code Ann., State Gov't § 20-1015;

I. Order T. Rowe Price to correct Yalartai's personnel records to remove any statement that her employment was terminated for performance; and

J. Grant Yalartai such other relief as the Court deems just and proper.

JURY DEMAND

Under Federal Rule of Civil Procedure 38(b), Plaintiff Zelda V. Yalartai demands a trial by jury on all issues so triable.

\\

\\

\\

\\

Dated: November 18, 2026

/s/ Jordan D. Howlette
JORDAN D. HOWLETTE
D. Md. Bar No.: 21634
Justly Prudent
420 Florida Ave. NE, Suite 27
Washington, DC 20002
Tel: (202) 921-6005
Fax: (202) 921-7102
jordan@justlyprudent.com
Counsel for Plaintiff

JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Yalartai, Zelda V.

(b) County of Residence of First Listed Plaintiff Cobb County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

Jordan Howlette, Justly Prudent, 420 Florida Ave NE, Suite 27, Washington DC, 20002, (202) 921-6005

DEFENDANTS

T. Rowe Price Associates, Inc.

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☒ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
29 U.S.C. § 2615(a); 42 U.S.C. § 12112(a); 42 U.S.C. § 12203(a)

Brief description of cause:
FMLA interference and retaliation; ADA disability discrimination and retaliation; supplemental MFEPA claims.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $ 600,000

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
Nov 18, 2026

SIGNATURE OF ATTORNEY OF RECORD
Jordan D. Howlette

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. Origin. Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT 1



PO Box 14869
Lexington, KY 40512

Phone: 877-538-1540
Fax: 833-357-5153

July 18, 2025

ZELDA YALARTAI
[redacted]

Dear Zelda Yalartai:

If you are requesting a future leave, we'll need to re-check your eligibility upon the first date you are absent from work due to this leave reason. At this time, if your eligibility status has changed, we'll contact you to let you know.

Good news - your request is in process
On July 18, 2025, you requested time away from work starting September 22, 2025. We may be able to give you a faster decision if you read this packet and send the forms back to us as soon as you can.

Will I be paid while I'm out of work?
It's too soon to tell. You may be eligible for Short-Term Disability, but you haven't been approved yet.

We may approve your Short-Term Disability if a medical condition is keeping you from working. You and your doctor will need to work with us to make sure we have all the information to make the decision.

Will my job be protected while I'm not at work?
We can't say for sure yet. We may be able to give you a faster decision if you read this packet and send the forms back to us by October 07, 2025. If you don't get this information to us in time, we may have to deny your leave. If you're approved, you'll be eligible for job protection under the Federal leave law listed below:

Federal Family and Medical Leave Act (FMLA)
Under FMLA, eligible employees can take up to 12 weeks of unpaid leave in a 12-month period for the following reasons:

- Because you have a serious health condition that keeps you from doing your job
- Caring for a child, spouse, or parent with a serious health condition
- Birth of a child
- Placement of a child for adoption or foster care
- To deal with certain arrangements when your spouse, son, daughter, or parent is serving in the military and deployed to a foreign country

A “child” includes a biological child, adopted child, or foster child, as well as a child you’re acting in a parent-like role for. You can take FMLA to care for a child with a serious health condition as long as they’re younger than 18 years old. You may be able to take FMLA to care for a child 18 or older, if they have a disability that makes them unable to care for themselves.

If you're caring for a covered service member with a serious injury or illness and you’re that person's spouse, son, daughter, parent or next of kin, you can take up to 26 weeks of unpaid leave in a 12-month period.

You should tell us and your employer that you'll be out of work 30 days in advance. If you don't know that far in advance, let both of us know as soon as possible.

If you are requesting a future leave, we'll need to re-check your eligibility upon the first date you are absent from work due to this leave reason. At this time, if your eligibility status has changed, we'll contact you to let you know.

Understanding your time away from work

If approved, you may be able to receive pay if you can't work because of sickness, injury or pregnancy. If you're injured on the job, you may receive some pay from your employer's workers' compensation policy. If approved, your STD benefits will run at the same time as any leaves of absence. The same thing is true for workers' compensation.

Benefit payments

Based on your length of service you may be eligible for full or partial pay period. You can contact HR Services at **877-477-3783**, option #9 to confirm how your benefit payment will be paid out.

Length of Service (calculated from date of hire)	Full-Pay	Partial -Pay
Less than 1 year	Up to first 7 calendar days of absence	60% of monthly salary for next 175 calendar days
1 year, but less than 2 years	Up to first 30 calendar days of absence	60% of monthly salary for next 150 calendar days
2 years, but less than 10 years	Up to first 60 calendar days of absence	60% of monthly salary for next 120 calendar days
10 or more years	Up to first 60 calendar days of absence	80% of monthly salary for next 120 calendar days

Successive Disabilities

Individual periods of disability are treated as separate if they are:

- Due to unrelated causes and are separated by your return to active work for at least one full regularly scheduled workday, *or*
- Due to related causes and are separated by a return to active work of at least 12 weeks.

Continuation of your health insurance coverage

During your leave, your employer will continue to pay its portion of your group health insurance premiums and you must pay for your share, if any, of the health insurance premiums. During paid leave, your share of the premiums will continue to be paid through payroll deductions. Your employer will provide you with information regarding arrangements for payment of your share of the premiums during any unpaid leave. **Please contact HR Services 1-877-477-3783, for more information regarding benefit continuation during your leave.** You have a 30-day grace period in which to make such premium payments. In the event that you do not pay your share of the insurance premiums on a timely basis, your insurance coverage for yourself and/or your dependents may be terminated for the remainder of your leave. Alternatively, at its option, your employer may pay your share of the premiums during your leave. If your employer pays any premiums missed by you during your leave, then the payments will be taken from your paychecks upon your return.

Let's work together

You can help us process your request as quickly as possible by:

- Completing the authorization forms and making sure your doctor has a copy
- Having your doctor complete the forms in this packet and sending them back to us
- Talking with your doctor about the importance of sending us information about why you can't work
- Faxing the forms to us at **833-357-5153** or mailing them to:

  The Hartford
  PO Box 14869
  Lexington, KY 40512

Be sure your claim number is on each page. We've already put this on the forms that are in this packet. If you send in other paperwork, adding your claim number will help us process the forms faster. Your **STD claim number** is **52404559**. Your **leave of absence claim number** is **52404560**.

Forms included in this packet that need to be completed:

- **Authorization to Share and Use Medical Information**
  This form lets your doctor send us your medical information. If you don't sign and send the form back, it may take us longer to get what we need to process your claim. You should also give a copy to your doctor.
- **Attending Physician Statement**
  This is for your STD claim. Your doctor should use this form to tell us about your medical condition and how it's affecting whether you can do your job. Your doctor should be as specific as possible in

describing what you can and can't do. If there's other information about your medical condition that won't fit on this form, your doctor can send that to us too.

- **FML Certification Form**
  We need this form to approve your job protected leave. The first page is for you to fill out and the other pages are for your doctor to complete. We will need this information by October 07, 2025.

  Genetic Information Nondiscrimination Act of 2008 (GINA)
  To comply with the Genetic Information Nondiscrimination Act of 2008 (GINA) we are asking that you not provide any genetic information of an individual or an individual's family member when responding to a request for medical information. 'Genetic information' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. Please note that it is appropriate under GINA to provide family medical history when an associate is requesting leave to care for a family member.

We'll be in touch if we need any other information. Call us if you've got any questions. Remember, we can process your claims more quickly if we work together.

Returning to work
You'll need to contact your Supervisor/Manager at least five business days prior to your return-to-work date to coordinate your return to the office. You'll also need to contact The Hartford to confirm return to work and may also be required to provide a fitness for duty certification before returning to work. Your claim will be evaluated periodically for return to work capacity. We have services available to assist you in your recovery and return to work efforts. These services may include, but may not be limited to, coordination of accommodations with your employer. Please contact us if you would like to discuss further.

Other programs available to you
T. ROWE PRICE has other programs and services that may help you during this time.

If you have questions or need help, visit https://abilityadvantage.thehartford.com or call us at 877-538-1540. We're here weekdays from 8:00 AM to 8:00 PM ET.

Have a great day,

The Hartford

The Hartford Financial Services Group, Inc., (NYSE: HIG) operates through its subsidiaries, including underwriting companies Hartford Life and Accident Insurance Company and Hartford Fire Insurance Company, under the brand name, The Hartford®, and is headquartered at One Hartford Plaza, Hartford, CT 06155. For additional details, please read The Hartford's legal notice at www.thehartford.com. The Hartford is the administrator for certain group benefits business written by Aetna Life Insurance Company and Talcott Resolution Life Insurance Company (formerly known as Hartford Life Insurance Company). The Hartford also provides administrative and claim services for employer leave of absence programs and self-funded disability benefit plans.

Basic Leave Entitlement under FMLA

Per the FMLA, employers must provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- incapacity due to pregnancy, prenatal medical care or child birth;
- caring for an employee's child after birth, or placement for adoption or foster care;
- caring for an employee's spouse, son, daughter or parent, who has a serious health condition; or
- a serious health condition that makes an employee unable to perform the job.

When leave is to care for your child after birth, or placement for adoption or foster care, your *FMLA entitlement expires 12 months after the birth or adoption/foster placement* of your child.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take*up to 26 weeks of leave to care for a covered servicemember during a single 12-month period*. A covered servicemember is:

(1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
(2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

Eligibility Requirements

Employees are *eligible if they have worked for a covered employer for at least 12 months* (need not be consecutive but does have a seven year look back), have 1,250 hours of service (according to FLSA principles for determining compensable hours or working hours) in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Your Responsibilities under the FMLA

- You must provide *30 days advance notice of the need to take FMLA leave* when the need is foreseeable. When a 30 day notice is not possible, you must provide notice as soon as practicable and generally must comply with your employer's normal call-in procedures.

- While on leave, *you may be required to furnish us with periodic reports of your status* and intent to return to work. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on the form, you are required to notify The Hartford two (2) days prior to the date you intend to report to work.

- You may be required to provide re-certification relating to a serious health condition as indicated in the FMLA regulations. (825.308).

- If required, contact your employer to arrange for continuing any premium payments on your health insurance to maintain health benefits while you are on leave. Contact Debra_Wisner@troweprice.com

Your Rights under the FMLA

- You have a right under the T. ROWE PRICE policy to 12 weeks of unpaid leave in a "rolling" 12-month period measured backward from the date of any FMLA leave usage.
    - If you are requesting a future leave, your FML eligibility will be checked again upon the first date you are absent from work due to this leave reason. At that time, if you do not meet minimum FMLA eligibility requirements, your leave request will be denied, and an updated notification will be mailed to you. If you are eligible for leave upon the first absence reported, that absence will establish your FMLA eligibility leave year.

- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work (825.209(a)). If you do not return to work following FMLA Leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA Leave; or (2) other circumstances beyond your control, you may be required to reimburse T. ROWE PRICE for your share of health insurance premiums paid on your behalf during your FMLA leave.

- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave.

- Once we obtain the information from you specified above, we will inform you within 5 business days whether your leave qualifies as covered under FMLA.

Enclosures:
211 Information Flyer
Authorization to Obtain and Disclose Information
Attending Physicians Statement - English
Certification of Health Care Provider - Employees Serious Health Condition
T Rowe Price Info Sheet

EXHIBIT 2

Yalartai, Zelda

From: Gray, Patrice
Sent: Tuesday, July 22, 2025 10:49 AM
To: Yalartai, Zelda
Subject: Re: Follow up re OOO

Follow Up Flag: Follow up
Flag Status: Flagged

It's been a little busy this morning, but I wanted to acknowledge receipt of your email and let you know I am so sorry to hear this news, as I understand the pain can be extremely unbearable.
Appreciate you keeping me in the loop and please let me know if there is anything I can do.

In the interim, I will let your business partners know and continue to keep you in my thoughts and wish you a speedy recovery. Also wanted to acknowledge that I am in receipt of the email notification from Hartford regarding the claim you initiated for FMLA.
Take care and I will be in touch soon.

Best regards,

Patrice Gray
Legal, Compliance & Audit | Supervisor Administrative Services
T. Rowe Price
4515 Painters Mill Road, Building 2
Owings Mills, MD 21117
(410) 345-6663
E-mail: Patrice_gray@troweprice.com

From: Yalartai, Zelda <Zelda.Yalartai@troweprice.com>
Sent: Tuesday, July 22, 2025 7:54:28 AM
To: Gray, Patrice <Patrice.Gray@troweprice.com>
Subject: Follow up re OOO

Hi Patrice –

I wanted to let you know that I have been managing bilateral carpal tunnel and bilateral cubital tunnel. In addition to that, I began experiencing right shoulder pain, which was diagnosed yesterday as large joint arthrocentesis in the right subacromial bursa. Because I wasn't able to move my right arm at all, I had to get a steroid injection in the shoulder and am taking prescribed anti-inflammatories. Today, I have some movement in my arm, but it is still quite painful and limited, requiring constant icing and rest. Since I was already scheduled to be out of the office tomorrow, I

am hoping that by Thursday the injection will have taken full effect, allowing me to regain full use of my right arm without pain.

I am not sure if I should share this information with Michele, April, and Jean, but you are more than welcome to if they ask.

Thanks,

Zelda

Zelda Yalartai
Legal, Compliance & Audit | Sr Administrative Assistant
4545 Painters Mill Road, Bldg 2
Owings Mills, MD 21117
Mail Code: OM-2170
Office Phone: (410) 577-4846
Email: Zelda.Yalartai@troweprice.com