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County of San Diego
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Clerk of the Superior Court
By D. Cortez ,Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA**

**SAN DIEGO COUNTY**

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| PETER J. BLACK, as proxy for the State of California,<br><br>Plaintiff,<br>vs.<br><br>ZIONS BANCORPORATION NATIONAL ASSOCIATION dba CALIFORNIA BANK AND TRUST and DOES 1 through 50, inclusive,<br><br>Defendant. | Case No.: 25CU059041C<br><br>**PAGA COMPLAINT** |

1. Plaintiff Peter J. Black is a former employee of defendant Zions Bancorporation National Association dba California Bank and Trust ("Zions" or "Defendant") in the state of California. Plaintiff was a Commercial Banking Officer for Defendant. Plaintiff, as the proxy for the State of California, brings this PAGA-only complaint against Defendant on behalf of the State of California and other aggrieved employees as defined herein.

2. Defendant is a full-service bank. Defendant owns and operates retail banks in this judicial district and throughout the state of California. Defendant has employees with the titles "Commercial Banking Officer," "Commercial Banker," "Commercial Banking Relationship Officer", "Relationship Banker" "Business Development Officer," or the functional equivalent, however titled. California Bank & Trust is a division of Zions Bancorporation National Association.

3. Venue is proper in San Diego County as at least some of the acts complained of herein occurred in San Diego County and as Defendant's principal place of business is in San Diego, California.

4. At all times herein mentioned, Plaintiff and the aggrieved employees identified herein worked as employees for Defendant in salaried positions in Defendant's branch and retail locations. At all times herein mentioned, Plaintiff and the aggrieved employees have been, and continue to be, domiciled in the State of California.

5. At all times herein mentioned Defendant and Does 1 through 50 are and were corporations, business entities, individuals and partnerships, licensed to do business and actually doing business in the State of California. Defendant owns and operates an industry, business and establishment in a number of separate geographic locations within the State of California, including within San Diego County, for the purpose of selling banking services and products. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to California Labor Code §§ 201, 202, 203, 226, 226.7, 246, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and the applicable Industrial Welfare Commission Wage Orders.

6. Plaintiff does not know the true names or capacities, whether individual, partner

or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays leave to amend this complaint when the true names and capacities are known. Each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and other aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

8. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

9. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries as herein alleged.

10. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged. Further, at all times mentioned herein, the wage and hour related compensation policies of Defendant's branch locations in California are and were dictated by, controlled by, and ratified by the Defendants herein and each of them.

11. Plaintiff and other aggrieved employees were charged with selling four categories of products for Defendant: business loans, deposits, lines of credit, and treasury management services that generate fees. Such services include ACH, credit cards, checking accounts, etc. Plaintiff and other aggrieved employees sell these products by prospecting. They prospect by cold-calling potential clients. They also contact prior customers, centers of

influence and CPA’s for leads and referrals. Plaintiff and other aggrieved employees send out emails and flyers. Plaintiff and other aggrieved employees attend networking events. Plaintiff and other aggrieved employees review local business publications, review prior client lists and do internet research on such sites as LinkedIn in order to identify prospects. Plaintiff and other aggrieved employees also receive calls and inquiries from prospective and past customers. All of these are sales and sales related activities. Prospecting takes up a substantial amount of time for Plaintiff and other aggrieved employees.

12. After a prospect – new or existing – has been identified, Plaintiff and other aggrieved employees perform closing and on-boarding activities. Specifically, Plaintiff and other aggrieved employees request tax returns, financial statements and asset statements from the potential customer. Based on parameters set by Defendant, a determination is made whether the customer can qualify for credit. If the customer falls into the parameters set by Defendant, then forms are completed and sent to Defendant’s credit department who makes the determination on whether to extend credit. If credit is extended, the customer decides whether to go forward and form closing documents are generated for execution. Plaintiff and other aggrieved employees do not have the authority to make credit decisions on matters of significance – that is done by the credit department as governed by Defendant’s pre-set risk parameters. None of the work Plaintiff and other aggrieved employees do in this context is exempt as all of it is routine clerical work.

13. After the closing and on-boarding process, Plaintiff and other aggrieved employees move into a customer service role by monitoring the funding of the loan. Plaintiff and other aggrieved employees periodically touch-base with the customers in order to up-sell, cross-sell, and/or get referrals from the customer. This work is non-exempt sales and sales related work.

14. Plaintiff and other aggrieved employees are all evaluated on their sales. Specifically, the loan production, deposits, portfolio growth for existing customers, i.e., up-selling, cross-selling and fee income. Defendant’s expectation for Plaintiff and other aggrieved employees is that they are primarily engaged in sales and sales-related activities and should

such activities not generate the adequate sales, Plaintiff and other aggrieved employees will be subject to discipline.

15. Notwithstanding that Defendant does not have Plaintiff and other aggrieved employees record their time worked, Defendant knows and expects Plaintiff and other aggrieved employees to work significant amount of overtime. For instance, it encourages them to make cold-calls at all times of the day and encourages them to attend after-hours networking events. In addition, Defendant knows that Plaintiff and other aggrieved employees work overtime by virtue of the computer sign-on and sign-offs and the keyless card Plaintiff and other aggrieved employees use to gain entry to their offices.

16. Plaintiff and other aggrieved employees identified herein were regularly scheduled as a matter of uniform company policy to work and in fact worked as salaried bank employees in excess of eight hours per workday and/or in excess of forty hours per workweek without receiving straight time or overtime compensation for such overtime hours worked in violation of California Labor Code §§ 510, 1194 and California Industrial Welfare Commission Wage Order 4-2001. Plaintiff and all aggrieved employees were primarily engaged in assisting customers and routine inside sales work consistent with Defendant's realistic expectations. Defendant has failed to meet the requirements for establishing any exemption from California's overtime requirements because all aggrieved employees (a) regularly spent more than 50% of their time performing nonexempt work, (b) did not customarily and regularly exercise discretion and independent judgment on matters of significance, (c) did not have the authority to hire or fire or make meaningful recommendations regarding same, (d) did not customarily and regularly supervise at least two employees or the equivalent, (e) did not perform work directly related to the management policies or the general business operations of Defendant or Defendant's customers, (f) did perform nonexempt production and/or sales work a majority of their time (i.e., in excess of 50%) consistent with Defendant's realistic expectations, (g) did not customarily and regularly spend more than 50% of their time away from the Defendant's places of business selling or obtaining orders or contracts, and (h) did not earn more than 50% of their compensation in a bona fide commission plan. Thus, Plaintiff and the aggrieved employees

were not exempt from the overtime requirements of California law for these reasons.

17. As a result of Defendant's misclassification of Plaintiff and the aggrieved employees as exempt, it did not provide meal periods and failed to authorize and permit rest periods in violation of Labor Code §§ 226, 512 and IWC Wage Order 4-2001, Subd. 11 and 12. Defendant also failed to pay meal and rest period premiums for the missed meal and rest periods.

18. Defendant provided sick pay to Plaintiff and the other aggrieved employees. Sick pay must be compensated at the employee's regular rate of pay, for the workweek in which the paid leave was taken, or at the rate determined by averaging over 90-days pursuant to Labor Code § 246(l). Defendant failed to pay Plaintiff and the aggrieved employees their sick pay at each employee's regular rate.

19. Defendant does not provide Plaintiff and the aggrieved employees with accurate wage statements as required by California Labor Code §§ 226 and 1174. Plaintiff and other aggrieved employees received wage statements that do not reflect all hours worked, applicable overtime premiums, meal and rest period premiums and the correct regular rate for overtime, meal and rest period premiums and sick pay calculations.

20. Defendant failed to pay all minimum wages required by law in violation of California Labor Code §§ 1197 and 1198. Pursuant to the "Minimum Wages" and "Hours & Days of Work" Sections of the applicable Wage Order, an employer may not pay employees less than the applicable minimum wage for all hours worked, and provides that an employer may not pay nonexempt employees less than the applicable overtime rate for all overtime hours worked. Because Defendant classified Plaintiff and other aggrieved employees as exempt, it paid them less than the minimum wages for all hours worked in excess of 40 in a week or 8 in a day.

21. Defendant did not provide Plaintiff and aggrieved employees with full payment of all wages owed at the end of employment in violation of California Labor Code §§ 201, 202 and 203. These workers are owed wages and premium pay for all time worked, as well as sick pay, vacation pay and overtime. These amounts remain unpaid after voluntary and involuntary

termination. As a consequence, Defendant is subject to waiting time penalties.

22. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct has been widespread, repeated, and consistent as to the aggrieved employees and throughout Defendant's operations in California. Defendant knows or should know that its policies and practices are illegal.

23. Defendant's conduct was malicious, fraudulent and oppressive and caused significant harm to Plaintiff and the aggrieved employees in an amount to be determined at trial.

24. Defendant failed to comply with the California Labor Code. As such, Plaintiff is an "aggrieved employee" as defined in Labor Code § 2699(a). Pursuant to Labor Code § 2699, the Labor Code Private Attorneys General Act of 2004, Plaintiff brings this action on behalf of himself and other current and former salaried retail branch employees with the titles "Commercial Banking Officer," "Commercial Banker," "Commercial Banking Relationship Officer, "Relationship Banker" "Business Development Officer," or the functional equivalent, however titled against Defendant, and seek recovery of applicable civil penalties as follows:

a. where civil penalties are specifically provided in the Labor Code for each of the violations alleged herein, Plaintiff seeks recovery of such penalties;

b. where civil penalties are not established in the Labor Code for each of the violations alleged herein, Plaintiff seeks recovery of the penalties established in § 2699(e) of the Labor Code Private Attorneys General Act of 2004, and in accordance with § 200.5 of the Labor Code.

25. On August 26, 2025, Plaintiff Peter J. Black caused to be served written notice, via certified mail, to the Labor and Workforce Development Agency and to Defendant, Zions Bancorporation National Association, of Plaintiff's intent to bring a complaint pursuant to Labor Code § 2699, *et seq.*

26. The Labor and Workforce Development Agency declined to issue notice of its intention to pursue civil penalties in response to either Notice. Labor Code § 2699.3 authorizes Plaintiff to file a claim arising under PAGA after 65 days of the specified time periods. Accordingly, Plaintiff commences this PAGA claim for civil remedies as provided for under

Labor Code § 2699.

27. Plaintiff, on behalf of himself and other aggrieved employees, request the relief provided for under Labor Code § 2699.

WHEREFORE, Plaintiff, as the proxy for the State of California, prays for judgment for penalties, attorneys' fees and costs on behalf of the State and the aggrieved employees.

Dated: October 31, 2025

**WYNNE LAW FIRM**

By: ______________________

Edward J. Wynne
*Counsel for Plaintiff*