

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Liam A. Hall (SBN 358204)
lhall@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MARINA CAYON and KRISTINE
REESOR, as individuals and on behalf of
all other aggrieved employees,

Plaintiffs,

vs.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, a Utah corporation; and
DOES 1 through 100,

Defendants.

Case No. 30-2024-01396627-CU-OE-CXC

[Assigned to the Hon. David A. Hoffer, Dept.
CX103]

**DECLARATION OF MARINA CAYON
IN SUPPORT OF MOTION FOR
APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT**

Date: June 22, 2026

Time: 1:30 p.m.

Dept.: CX103

Complaint Filed: April 29, 2024

Trial Date: None set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I, MARINA CAYON, declare as follows:

1. I am an individual over the age of 18 and am one of the named plaintiffs in this matter. This declaration is submitted in support of approval of the Settlement Agreement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I worked for Defendant Zions Bancorporation, National Association (“Zions” or “Defendant”) during the Settlement Period. I was employed by Defendant as a non-exempt employee in the position of “Mortgage Lender.” During my employment with Defendant, I was subject to Defendant’s wage and hour policies and practices at issue in this action.

3. During my employment with Defendant, I was told by my managers not to record my overtime hours worked, despite the fact that I regularly worked hours in excess of eight (8) hours in a day. During the period of time from 2020 to 2022, I was required to manage anywhere from 30 to 60 loans at a time due to the high demand in the mortgage lending industry. In order to handle this high volume of loans, I worked significant overtime hours, however, I was not allowed to record my overtime. As a result, I do not believe I was paid all overtime wages I was owed. Also, I often did not always receive a meal period until after the end of my fifth hour of work and my meal periods were often less than a full 30 minutes due to work demands. I was also not provided a second 30 minute meal period for shifts when I worked over 10.0 hours. Similarly, I was not provided all of my legally compliant rest periods due to work demands.

4. When I filed this lawsuit, I understood that it could benefit my former coworkers, other employees currently employed by Defendant, and the State of California by helping to recover penalties on their behalf as a result of the alleged violations described above. I also understood that I was filing this case as an "Aggrieved Employee" on behalf of myself and my fellow "aggrieved employees" as well as the State of California.

5. When I filed this lawsuit, I knew there was a risk I could be liable for Defendant's costs if we lost the case. I also understood that filing a lawsuit is a public record. However, I accepted those risks so that I could help recover penalties on behalf of Defendant's employees

1 and the State of California. Even though I assumed these risks, to date, I have not suffered any
2 actual adverse consequences because I filed this lawsuit.

3 6. I have been actively involved in this case since it started in 2024. Without waiving
4 the attorney-client privilege, I have had many phone conversations and meetings with my
5 attorneys throughout this case to discuss Defendant's wage and hour policies and practices,
6 identify potential witnesses, and discuss case strategy. I also gathered and reviewed documents
7 for use in the lawsuit and reviewed relevant documents with my attorneys. I estimate that I have
8 spent approximately 45-50 hours performing these activities in order to help the case.

9 7. I understand that my attorneys will request that the Court approve a service award
10 of \$10,000.00 for my efforts on behalf of the Aggrieved Employees and the State of California. I
11 believe this amount is reasonable based on the amount of time and effort I have devoted to this
12 case and the risks I have undertaken as a representative. My support for the Settlement is not
13 contingent on me receiving this enhancement payment.

14 I declare under penalty of perjury under the laws of the State of California and the United
15 States that the foregoing is true and correct. Executed on March 25, 2026 at
16 Aliso Viejo, California.


Marina C. Cayon (Mar 25, 2026 17:39:44 PDT)

Marina Cayon