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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*]

PLAINTIFFS' SUPPLEMENTAL BRIEF IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Date: October 26, 2026
Time: 1:30 p.m.
Dept.: CX103

Complaint Filed: April 29, 2024
Trial Date: None Set

THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

Plaintiffs Marina Cayon and Kristine Reesor ("Plaintiffs") hereby submit the following supplemental brief in response to the Court's June 22, 2026 Ruling regarding Plaintiffs' Motion for Approval of Settlement of Claims Brought Under the Private Attorneys General Act (the "Ruling"). After reviewing the Court's Ruling, Plaintiffs and Defendant Zions Bancorporation, National Association ("Zions" or "Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") amended the PAGA Settlement Agreement ("Settlement Agreement") and the Explanatory Letter in accordance with the issues identified by the Court.

Plaintiffs address each issue raised in the Court's Ruling. The Amended PAGA Settlement Agreement is attached as Exhibit A to the Declaration of Sean M. Blakely ("Blakely Decl."), filed concurrently herewith. A red-lined version of the PAGA Settlement Agreement reflecting all changes is attached as Exhibit B to the Blakely Decl. The amended Explanatory Letter is attached as Exhibit C to the Blakely Decl., and a red-lined version of the Explanatory Letter showing all changes is attached as Exhibit D to the Blakely Decl. A red-lined version of the [Amended Proposed] Order is attached to the Blakely Decl. as Exhibit E.

As to the Settlement:

1. Plaintiffs' Anticipated Total Compensation

The Court's Ruling states: "*Plaintiffs should provide their anticipated total compensation to be received (including for any individual claims released by individual settlement or otherwise, and excluding any enhancement payment).*"

As detailed in Plaintiffs' Motion for Approval of Settlement of Claims Brought Under the Private Attorneys' General Act (ROA 65), Plaintiffs' individual claims were submitted to arbitration, where Plaintiffs' individual Labor Code claims were extensively litigated.

Plaintiffs were employed by Zions as non-exempt Mortgage Loan Officers. Plaintiffs contend that their supervisors precluded Plaintiffs from recording their overtime hours worked, and instead instructed Plaintiffs to record only their scheduled eight (8) hours of work each day as opposed to the actual hours worked. Plaintiffs contend that this was a situation that was unique to them, as they learned later in their employment that other Mortgage Lenders were permitted to

record the overtime hours that they worked.

During the time period of 2020 – 2022, historic low interest rates resulted in many of Zions' clients to re-finance their home mortgages. During this time, Plaintiffs assert that they were required to manage anywhere from 30 to 60 mortgage loans at a time, resulting in Plaintiffs working significant overtime hours nearly every single day, but Plaintiffs were prevented from recording these overtime hours, which has resulted in substantial unpaid overtime wages.

In arbitration, Plaintiffs sought and ultimately obtained Plaintiffs' email files which they contend evidenced they performed substantial work outside of their scheduled (and recorded) 8-hours shifts. After completing this extensive discovery, the Parties were able to resolve Plaintiffs' individual claims for unpaid overtime wages and Plaintiffs' other Labor Code claims. Plaintiff Reesor settled her individual claims for a total of $750,000, of which Plaintiff Reesor will receive $512,000. Plaintiff Cayon settled her individual claims for a total of $750,000, of which Plaintiff Cayon will receive $512,000. These settlement figures were tied to the actual unpaid overtime wages that Plaintiffs contend they were owed, based upon reconstructing their hours worked.

Plaintiff Cayon's PAGA payment is estimated to be approximately $106.81. Plaintiff Reesor's PAGA payment is estimated to be approximately $75.80.

2. <u>Revisions to Settlement Period and Escalator Clause</u>

The Court's Ruling states: "*Counsel states defendant elected to end the Settlement period on 12-05-2025, which corresponds to 44,344 pay periods. ROA 67 ¶ 13. The "Settlement Period" (¶ 12) needs to be amended to reflect this. Additionally, the language permitting any change to the Settlement Period must be removed. ¶ 14 (c) ("In the alternative, Defendant may elect to change the end date of the Settlement Period to correspond to the last date on which the total number of Pay Periods was not in excess of Forty-Four Thousand Three Hundred Forty-Four (44,344), which is a 5% increase."). The escalator shall be operative in the event the actual number of pay periods during the Settlement Period exceeds 44,344 by any amount*."

The Parties amended the definition of "Settlement Period" to end on December 5, 2025. *See* Blakely Decl., ¶ 4, Exhibit A, at ¶ 12. The Parties also removed the referenced language in ¶ 14(c). *See* Blakely Decl., ¶ 4, Exhibit A, at ¶ 14(c).

3. Estimated High and Low Individual PAGA Awards

The Court's Ruling states: "*What are the amounts of the estimated high and low individual PAGA awards?*"

The lowest PAGA payment is estimated to be approximately $10.33. The highest PAGA payment is estimated to be approximately $117.15.

4. Administration Costs

The Court's Ruling states: "*The administration costs must be limited by a not to exceed amount; a provision providing for an "estimated" amount will not be approved. ¶ 17.*"

The Parties revised the Settlement Agreement to reflect that settlement administration costs "will not exceed Seven Thousand Two Hundred and Fifty Dollars ($7,250.00)." *See* Blakely Decl., ¶ 4, Exhibit A, at ¶ 17.

5. Release

The Court's Ruling states: "*The release (¶ 23) is problematic in numerous respects.*

a. the Court will not approve a release that is effective prior to full funding of the settlement. ¶ 23 (purporting to make release effective upon "entry of the settlement approval Order and Judgment").

b. "Settled Claims" is a defined term (¶ 11); a separate, overlapping definition of "Released PAGA Claims" should be removed. ¶ 23.

c. The term "PAGA Period" is not defined in the settlement and should be removed. ¶ 23.

d. The following is unnecessary, vague, and or confusing and should be removed from paragraph 23: "the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged during the PAGA Period, based on the facts stated in the PAGA Complaint and the PAGA Notices filed by Plaintiffs including claims for (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; and (6) claims for statutory penalties for violation of California Labor Code sections 201-204, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1198, and 2698, et seq., and California Business and Professions Code section 17200 et seq. As a result of this release, Plaintiff, the State of California, and the

Aggrieved Employees will not be able to bring a claim or seek civil penalties based on the Settled Claims that took place during the PAGA Period."

The Parties made these requested changes to the release. *See* Blakely Decl., ¶ 4, Exhibit A, at ¶ 23.

6. Definition of "Released Parties"

The Court's Ruling states: "*The "Released Parties" provision (¶ 9) is overbroad and will not be approved to the extent it includes vague/unidentified third parties including "past, present, and future direct or indirect," "past, present and future," "attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.*"

The Parties amended the definition of "Released Parties" in accordance with the Court's Ruling. *See* Blakely Decl., ¶ 4, Exhibit A, at ¶ 9.

7. Paragraph 24

The Court's Ruling states: "*The injunction (¶ 24) should be removed in its entirety. Res judicata is sufficient.*"

The Parties removed Paragraph 24 in its entirety. *See* Blakely Decl., ¶ 4, Exhibit A.

8. Fee-Splitting Arrangement

The Court's Ruling states: "*Plaintiffs' counsel must disclose whether counsel has any fee-splitting arrangement with any other counsel, including the exact percentages, or confirm none exist*."

There is no fee-splitting arrangement in this matter. Blakely Decl., ¶ 5.

9. Billing Records

The Court's Ruling states: "*Plaintiff's counsel must provide a lodestar analysis, including copies of time records, billing statements, or other records contemporaneously documenting the work performed and time spent detailing the specific tasks performed on the case, the time spent on each task, and the individual(s) who performed the task.*"

Plaintiffs' Counsel has provided its billing records and lodestar information. *See* Blakely Decl., ¶¶ 6-7, Exhibit F.

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10. Attorneys' Fees

The Court's Ruling states: "*Plaintiffs' counsel seeks attorneys' fees totaling 1/3 of the gross settlement amount. Absent unique circumstances, the court is unlikely to approve an attorneys' fees award that exceeds 30% of the gross settlement amount. Plaintiff's counsel should address in the supplemental filings whether any such unique circumstances exist here.*"

Plaintiffs' Counsel understands the Court's position.

11. Litigation Costs

The Court's Ruling states: "*Plaintiffs' counsel seeks litigation costs in the amount of $16,948.77. Anticipated costs ($88.19) are not awarded and should be removed. Additionally, nonrecoverable items such as postage ($48.99), mailing ($25.60) and copying ($15.75) charges should be removed. A paid invoice substantiating the mediation fee request ($15,000) must be provided.*"

Plaintiffs' Counsel has removed costs for postage, FedEx charges, and photocopy charges in accordance with the Court's Ruling. Blakely Decl., ¶ 8, Exhibit H. Plaintiffs' Counsel notes that it incurred additional filing fees on or about March 25, 2026, April 15, 2026, and July 8, 2026, which were not included when Plaintiffs filed their initial Motion for PAGA Settlement Approval in April 2026. *Id.* Plaintiffs' Counsel requests to be reimbursed for $16,903.31 in litigation costs, as detailed in Exhibit H to the concurrently filed Blakely Decl.

The mediation invoice is attached to the concurrently filed Blakely Decl. as Exhibit I.

12. Enhancement Award

The Court's Ruling states: "*The court is unlikely to approve an enhancement award in excess of $5,000 per plaintiff absent unique circumstances. Plaintiffs should address in the supplemental filing whether any such unique circumstances exist here.*"

Plaintiffs understand the Court's position.

13. Related Litigation

The Court's Ruling states: "*All parties should state, in declarations filed with the court, whether they are aware of any class, representative or other collective action in any other court that asserts claims similar to those asserted in this case. If any such actions are known to exist,*

the declarations shall state the name and case number of any such case and the procedural status of that case, and describe the impact of the proposed settlement on that case."

Plaintiffs are not aware of any other action that assert claims similar to those asserted in this case. Blakely Decl., ¶ 9.

As to the Notice:

14. The Court's Ruling states: "*The notice should be revised consistent with the above. ROA 67 Ex. 1(A).*"

The Parties reviewed the Notice to ensure it is consistent with the Court's Ruling.

15. The Court's Ruling states: "*Insert "aggrieved" before "employees" in the last sentence of ¶ 2.*"

The Parties made this change to the Notice. *See* Blakely Decl., ¶ 4, Exhibit C.

16. The Court's Ruling states: "*Is there an intended distinction by referring only "representative" PAGA claims? ¶ 3."*

The Parties revised the notice and remove the word "representative." *See* Blakely Decl., ¶ 4, Exhibit C.

17. The Court's Ruling states: "*Identify the statutory percentage "portion" for both the LWDA and aggrieved employees. ¶ 3."*

The Parties made this change to the Notice. *See* Blakely Decl., ¶ 4, Exhibit C.

18. The Court's Ruling states: "*Include the proposed disbursements."*

The Parties made this addition to the Notice. *See* Blakely Decl., ¶ 4, Exhibit C.

19. The Court's Ruling states: "*Inform aggrieved employees they may not opt out of the settlement. ¶ 5."*

The Parties made this addition to the Notice. *See* Blakely Decl., ¶ 4, Exhibit C.

20. The Court's Ruling states: "*Does the notice need to be prepared in languages other than English?*"

No, the Parties contend the Notice does not need to be translated into any other language given Defendant's business.

21. The Court's Ruling states: "*How will aggrieved employees be notified that*

judgment has been entered?"

The Parties added the following language to the Notice: "You can review the Order approving the settlement and the final judgment at the Settlement Administrator's website XXX." *See* Blakely Decl., ¶ 4, Exhibit C.

As to the Proposed Order:

22-32. Plaintiffs have made the requested changes to the Proposed Order. A red-line version of the Proposed Order showing all changes is attached as Exhibit E to the concurrently filed Blakely Decl.

Respectfully submitted,

Dated: October 2, 2026

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