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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]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND SERVICE AWARDS**

Date: June 22, 2026

Time: 1:30 p.m.

Dept.: CX103

Reservation No.: 74824001

Complaint filed: April 29, 2024

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on June 22, 2026, at 1:30 p.m.
2 Having considered the Parties' PAGA Settlement Agreement ("Settlement");¹ the documents and
3 evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(l). Good cause appearing therefore, the Court
9 hereby GRANTS Plaintiffs Marina Cayon and Kristine Reesor's ("Plaintiffs") Motion for
10 Approval of Settlement of Claims Brought Under the Private Attorneys General Act ("Motion")
11 and ORDERS as follows:

12 1. The "Aggrieved Employees" consist of all individuals who are or previously were
13 employed by Defendant in the State of California and classified as non-exempt employees at any
14 time from February 22, 2023 through December 5, 2025 (the "Settlement Period").

15 2. The California Labor Workforce and Development Agency ("LWDA") has been
16 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(l)(2),
17 (l)(4). In particular, on the date Plaintiffs filed a Motion seeking approval of the Settlement with
18 the Court, Plaintiffs submitted to the LWDA a notice of the Settlement enclosing a copy of the
19 Settlement Agreement. Plaintiffs' notice of the Settlement to the LWDA complied with the notice
20 requirements of PAGA.

21 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
22 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
23 terms.

24 4. The Court orders that Defendant shall fully fund the Gross Settlement Amount of
25 \$464,552.00 by transmitting the funds to the Administrator as follows: Within fourteen (14)

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28 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the PAGA
Settlement Agreement, attached as Exhibit 1 to the Declaration of Sean M. Blakely submitted
concurrently with the Motion.

1 calendar days of the Effective Date, Defendant will deposit the Gross Settlement Amount into the
2 qualified settlement fund ("QSF") to be established by the Settlement Administrator.

3 5. The Court hereby approves, as to form and content, the proposed Explanatory
4 Letter submitted by the Parties and included as Exhibit A to the Settlement.

5 6. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator.

6 7. Within seven (7) calendar days after entry of the Approval Order and Judgment,
7 Defendant shall provide the Settlement Administrator with a complete list of all Aggrieved
8 Employees. The Aggrieved Employee List will be formatted in Microsoft Office Excel and will
9 include each Aggrieved Employees full name; most recent mailing address and telephone
10 number; Social Security number; the respective number of pay periods during which each
11 Aggrieved Employee worked during the Settlement Period; and any other relevant information
12 needed to calculate settlement payments.

13 8. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement
14 Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce
15 Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement
16 Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued
17 under this Settlement.

18 9. The Court orders that the Settlement Administrator shall be paid up to \$7,250.00
19 for all of its work done and to be done until the completion of this matter and finds that sum
20 appropriate.

21 10. The Court finds that attorneys' fees in the amount of one-third of the Gross
22 Settlement Amount (currently estimated to be \$154,850.67) for Plaintiffs' Counsel, and
23 reimbursement of litigation costs of up to \$16,948.77 to Plaintiffs' Counsel, are fair, reasonable,
24 and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiffs'
25 Counsel as provided for in the Settlement Agreement.

26 11. The Court finds that the requested Service Awards of \$10,000.00 each to Plaintiffs,
27 for a total of \$20,000.00, are fair, adequate, and reasonable in recognition of the unique
28 contributions they made and the risks they undertook, on behalf of the Aggrieved Employees and

1 the State of California, and orders that the Settlement Administrator distribute this payment to
2 Plaintiffs as provided for in the Settlement Agreement.

3 12. The Court finds that the amount of \$199,126.92, representing 75% of the PAGA
4 Penalties Fund, allocated as PAGA civil penalties under the Settlement, to be paid to the LWDA
5 as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be
6 made to the LWDA in accordance with the terms of the Settlement Agreement. The Court further
7 finds that the amount of \$66,375.64, representing 25% of the PAGA Penalties Fund, allocated as
8 PAGA civil penalties under the Settlement, to be paid to the Aggrieved Employees (i.e.,
9 Settlement Payments) as provided for by the Settlement, is fair, adequate, and reasonable, and
10 orders that payment be made to Aggrieved Employees on a *pro rata* basis in accordance with the
11 terms of the Settlement and this Order.

12 13. Checks for Settlement Payments sent to Aggrieved Employees shall be valid for
13 180 days after issuance. Funds remaining from any checks for Settlement Payments outstanding
14 for more than 180 days after issuance, shall be sent to the California State Controller Unclaimed
15 Property Fund in the name of the Aggrieved Employees who did not cash their checks.

16 14. The Court approves the scope of the release as set forth in the Settlement.
17 Following entry of this Judgment and Order and the Gross Settlement Amount being fully funded,
18 Plaintiffs on behalf of themselves, the State of California, and the Aggrieved Employees fully and
19 finally release and forever discharge Defendant and any of its past, present, and future direct or
20 indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its past,
21 present, and future officers, directors, employees, partners, members, shareholders and agents,
22 attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with
23 Defendant, from all claims for PAGA penalties that were alleged, or reasonably could have been
24 alleged during the Settlement Period, based on the facts stated in the Action, and the PAGA
25 Notices submitted by Plaintiffs to the LWDA, including claims for: (1) failure to pay overtime
26 wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to
27 provide rest periods; (5) failure to provide accurate wage statements; and (6) claims for statutory
28 penalties for violation of California Labor Code sections 201-204, 226, 226.7, 510, 512, 516, 558,

1 1174, 1194, 1198, and 2698 *et seq.*, and California Business and Professions Code section 17200
2 *et seq.*, which occurred during the Settlement Period, and expressly excluding all other claims,
3 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
4 Act, unemployment insurance, disability, social security, workers' compensation, and PAGA
5 claims outside of the Settlement Period

6 15. Plaintiffs are directed to submit a copy of this Order and entry of judgment to the
7 LWDA within ten (10) calendar days of the date of this Order and entry of judgment.

8 16. Plaintiffs shall file a declaration confirming the final distribution of funds on or
9 before April 22, 2027.

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11 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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13 Dated: _____

14 By: _____
15 Honorable David A. Hoffer
16 Judge of the Superior Court
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