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Attorneys for Plaintiffs

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 SEAN M. BLAKELY IN SUPPORT OF 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

I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner of Haines Law Group, APC, and counsel for the named Plaintiffs Marina Cayon and Kristine Reesor ("Plaintiffs") in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. This declaration is submitted in support of Plaintiffs' Supplemental Brief in Support Plaintiffs' Motion for Approval of Settlement of Claims Brought Under the Private Attorneys General Act.

3. Following 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"), 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.

4. Attached hereto as **Exhibit A** is a true and correct copy of the fully executed Amended PAGA Settlement Agreement. Attached hereto as **Exhibit B** is a red-line version of the PAGA Settlement Agreement reflecting all changes. Attached hereto as **Exhibit C** is a true and correct copy of the final Explanatory Letter. Attached hereto as **Exhibit D** is a red-line version of the Explanatory Letter showing all changes. Attached hereto as **Exhibit E** is a red-line version of the [Amended Proposed] Order showing all changes.

5. My firm, Haines Law Group, APC, has not entered into a fee-splitting arrangement in this matter.

6. Attached hereto as **Exhibit F** is a true and correct copy of my law firm's billing records since undertaking this case in December 2023. A general summary showing the number of hours of work performed by each attorney is set forth below. The billing rates used are reasonable in view of the evidence submitted herewith.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (20th Year Attorney) (Principal)	$975	93.90	$91,552.50
Sean M. Blakely (17th Year Attorney) (Partner)	$900	117.70	$105,930.00
Alexandra R. McIntosh (8th Year Attorney) (Associate)	$675	60.30	$40,702.50
Liam A. Hall (2nd Year Attorney) (Associate)	$450	54.50	$24,525.00
Total Lodestar			**$262,710.00**

7. My proposed hourly rate of $900, Mr. Haines's proposed hourly rate of $975, Ms. McIntosh's proposed hourly rate of $675, and Mr. Hall's proposed hourly rate of $450 are reasonable in light of our respective skills, wage and hour class and PAGA action experience, reputation, and fee awards to other attorneys of similar experience in California and are in line with rates at which I and the other attorneys in my firm have been approved in other matters. Mr. Haines' qualifications are listed in the Declaration of Paul K. Haines in Support of Plaintiffs' Motion for Approval of Settlement of Claims Brough Under the Private Attorneys General Act and Reasonable Attorneys' Fees, Costs and Service Awards filed on April 14, 2026 (ROA # 66). Ms. McIntosh received a Bachelor of Arts degree from the University of California, Santa Barbara in 2012, and a Juris Doctor from the University of California, Irvine School of the Law in 2017, and was admitted to the California State Bar in June 2018. After graduating from law school, Ms. McIntosh worked for Lara & Luna, APC, a plaintiff-side employment law firm, from June 2018 until March 2019. From March 2019 until March 2020, Ms. McIntosh worked as an associate at the employment law firm of Setareh Law Group. The vast majority of Ms. McIntosh's work at both Lara & Luna APC and Setareh Law Group focused on representing employees in wage and hour actions, including wage and hour class actions and representative PAGA actions. Since April 2020, Ms. McIntosh has worked at my law firm handling wage and hour class and representative PAGA actions. Mr. Hall received a Bachelor of Arts degree from the California State University, Pomona, where he graduated *summa cum laude* in 2013, and received a Juris

Doctor from the Loyola Law School in 2024, and was admitted to the California State Bar in December 2024. After graduating from law school, Mr. Hall worked at Cochran, Davis, & Associates, P.C., a business litigation firm in Palos Verdes, California, from October 2023 to February 2025. Since February 2025, Mr. Hall has worked at my law firm handling wage and hour class and representative PAGA actions. The respective hourly rates are also in line with the current *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit G.**

8. In response to the Court's Ruling, my office has removed costs for postage, FedEx charges, and photocopy charges in accordance with the Court's Ruling. 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. My office is requesting to be reimbursed for $16,903.31 in litigation costs. A true and correct copy of the updated line-item report reflecting my office's litigation costs in this matter is attached hereto as **Exhibit H**. Attached hereto as **Exhibit I** is a true and correct copy of the invoice from Ortman Mediation.

9. My office is not aware of any other class, representative, or collective actions that assert claims similar to those asserted in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 2, 2026, at El Segundo, California.

Sean M. Blakely

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE COUNTY

MARINA CAYON and KRISTINE REESOR, individually, and on behalf of other members of the general public similarly situated, and as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"), Plaintiffs, vs. ZIONS BANCORPORATION, NATIONAL ASSOCIATION, and DOES 1 through 100, Defendant.	Case No. 30-2024-01396627-CU-OE-CXC **PAGA SETTLEMENT AGREEMENT**

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Orange ("Court"), Plaintiffs Marina Cayon and Kristine Reesor ("Plaintiffs") and Defendant Zions Bancorporation, National Association. ("Defendant") (collectively with Plaintiffs, the "Parties") and the State of California as the real party in interest, hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") of Plaintiffs' claims for penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means the action entitled *Marina Cayon and Kristine Reesor v. Zions Bancorporation, National Association*, No. 30-2024-01396627-CU-OE-CXC, Orange County Superior Court.

2. "Aggrieved Employees" means all individuals who are or previously were employed by Defendant in the State of California and classified as non-exempt employees at any time during the Settlement Period.

3. "Court" means the Superior Court for the State of California, County of Orange.

4. "Effective Date" means the date when both of the following occur: (i) the Court grants approval of the settlement and enters Judgment, and (ii) the Court's Judgment becomes final. A Judgment becomes final on the latest of the following: (a) If an appeal is filed, the date the Judgment is affirmed, the appeal is dismissed, or the time to seek further review expires; (b) If a petition for review is filed, the date the petition is denied or the Judgment is affirmed; (c) If no appeal is filed, the date the time to appeal expires. If a timely objection is filed (including by the California Labor & Workforce Development Agency ("LWDA"), the Effective Date is the later of: (a) the date all appeal periods relating to objections and the Final Approval Order expire, or (b) if an appeal or writ is filed, the date the highest reviewing court denies review or affirms the Judgment. If the LWDA has started an investigation or issued a Citation before the Effective Date, the Effective Date will be extended until the LWDA concludes its investigation or resolves the Citation, or until any LWDA objection to the

settlement is resolved and no longer appealable.

5. "Gross Settlement Amount" means the settlement amount of Four Hundred Sixty-Four Thousand, Five Hundred Fifty-Two Dollars ($464,552) to be paid by Defendant in full satisfaction of all Settled Claims arising from the Action.

6. "LWDA" means the California Labor and Workforce Development Agency.

7. "PAGA Penalties Fund" means the Gross Settlement Amount less the Attorneys' Fees and Costs, Service Awards, and Settlement Administrator Costs.

8. "Plaintiffs' Counsel" means Haines Law Group, APC.

9. "Released Parties" shall mean Defendant Zions Bancorporation, National Association, and any of its parents, subsidiaries, predecessors, and successors, as well as each of its officers, directors, and employees.

10. "Service Awards" means the amounts to be paid to Plaintiffs as payment for their service on behalf of the LWDA and Aggrieved Employees.

11. "Settled Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged during the Settlement Period, based on the facts stated in the Action, and the PAGA Notices submitted by Plaintiffs to the LWDA, 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*, which occurred during the Settlement Period, and expressly excluding all other claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the Settlement Period.

12. "Settlement Period" means the period from February 22, 2023 through December 5, 2025.

TERMS

13. Gross Settlement Amount. In consideration for Plaintiffs' promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met,

Defendant will pay Four Hundred Sixty-Four Thousand, Five Hundred Fifty-Two Dollars ($464,552) ("Gross Settlement Amount") to settle the Action. The Gross Settlement Amount includes Plaintiffs' attorneys' fees, litigation costs and expenses, Service Awards for Plaintiffs' service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendant.

14. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Actions with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

14(a) Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

14(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, Defendant will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund × [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

14(c) Defendant estimates that there are approximately Forty-Two Thousand Two Hundred Thirty-Two (42,232) Pay Periods in the Settlement Period. If that number increases by more than Five Percent (5%), then the Gross Settlement Amount will be increased proportionately. For example, if the number of Pay Periods is Seven precent (7%) higher than 42,232, then the Gross Settlement Amount will be increased by One point Nine Percent

(1.9%).

15. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Plaintiffs' Counsel for Attorneys' Fees and Costs of not more than thirty-five percent (35%) of the Gross Settlement Amount, plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiffs' Counsel's litigation and settlement of the Actions (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty-Five Thousand Dollars ($25,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel will be added to the PAGA Penalties Fund.

16. Service Awards. For their service on behalf of the LWDA and Aggrieved Employees, Defendant agrees not to oppose or impede any application or motion by Plaintiffs for a service award of up to Ten Thousand Dollars ($10,000), each, for a total of Twenty Thousand Dollars ($20,000.00) ("Service Awards"). For tax purposes, the Service Awards will be treated non-wages for which IRS Forms 1099-MISC will be issued by the Settlement Administrator.

17. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there are approximately 854 Aggrieved Employees, Settlement Administration Costs will not exceed Seven Thousand Two Hundred and Fifty Dollars ($7,250.00).

18. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment").

19. List of Aggrieved Employees. Within seven (7) calendar days after entry of the Approval Order and Judgment, Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent

mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

20. Funding of the Settlement. Within fourteen (14) calendar days after the Effective Date, Defendant will deposit the Gross Settlement Amount into the QSF to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

21. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the State Controller Unclaimed Property Fund in the name of the Aggrieved Employees who did not cash their checks. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

22. Tax Consequences. No opinion regarding the tax consequences of this Settlement to any Aggrieved Employee is being given, or will be given, by Defendant, counsel for Defendant, any other Releasee, or Plaintiffs' Counsel. Aggrieved Employees must consult their own tax advisors regarding the tax consequences of this Settlement, including but not limited to any payments provided or tax reporting obligations. Defendant, the Releasees, counsel for Defendant, and Plaintiffs' Counsel shall

have no liability or responsibility whatsoever for any tax consequences resulting from payments made pursuant to the Settlement.

23. Release By Plaintiffs, The State Of California, And The Aggrieved Employees. Upon entry of the settlement approval Order and Judgment and the complete funding of the Gross Settlement Amount, Plaintiffs on behalf of themselves, the State of California, and the Aggrieved Employees fully and finally release and forever discharge the Released Parties from any and all Settled Claims during the Settlement Period, including on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns.

24. No Right to Exclusion or Objections by Aggrieved Employees. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

25. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

26. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

27. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,

and the Parties will be returned to their original respective positions.

28. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

29. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

30. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, and approved by the Court.

31. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator, Tripper Ortman, Esq., Ortman Mediation, to resolve such disagreement.

32. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

33. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

34. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and

scanned copies of the signature pages, will be deemed to be one and the same instrument.

35. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations in mediation by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

36. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

37. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

38. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

39. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

40. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

41. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,

all Parties have contributed to the preparation of this Settlement Agreement.

42. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

43. Non-Disparagement. Plaintiffs promise not to do or say anything, verbally or in writing, directly or indirectly, including on any social media, that disparages Defendant or any Released Party. Except as may be required or allowed by law, Defendant will instruct its officers and directors not to do or say anything, verbally or in writing in their professional capacity with Defendant, directly or indirectly, that disparages, reflects negatively on or otherwise detrimentally affects Plaintiffs.

44. Confidentiality. The Parties agree this Agreement is confidential, except for purposes of seeking Court approval and any enforcement efforts. Plaintiffs and their counsel shall not publicize the settlement on their website, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the settlement from the media, counsel may respond only after the motion for approval of the settlement has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from making any required disclosure.

45. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

46. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on the LWDA, all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

47. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant.

Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 09/25/26

Marina Cayon (Sep 25, 2026 12:24:51 PDT)

Marina Cayon

PLAINTIFF

Dated: _____

Kristine Reesor

DEFENDANT

Dated: _____

Name:
Zions Bancorporation, National Association

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

_____
Marina Cayon

PLAINTIFF

Dated: 09/26/26

Kristine Reesor
Kristine Reesor (Sep 26, 2026 08:47:47 PDT)
Kristine Reesor

DEFENDANT

Dated: _____

_____
Name:
Zions Bancorporation, National Association

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

_____
Marina Cayon

PLAINTIFF

Dated: _____

_____
Kristine Reesor

DEFENDANT

Dated: September 29, 2026

_____
Name: Bradley Aserlind, Vice President
Zions Bancorporation, National Association

APPROVED AS TO FORM

HAINES LAW GROUP, APC

Dated: 9/28/2026

Paul Haines
Attorneys for Plaintiffs

SEYFARTH SHAW LLP

Dated: 9/30/2026

Andrew M. McNaught
Attorneys for Defendant

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE COUNTY

MARINA CAYON and KRISTINE REESOR, individually, and on behalf of other members of the general public similarly situated, and as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"), Plaintiffs, vs. ZIONS BANCORPORATION, NATIONAL ASSOCIATION, and DOES 1 through 100, Defendant.	Case No. 30-2024-01396627-CU-OE-CXC **PAGA SETTLEMENT AGREEMENT**

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Orange ("Court"), Plaintiffs Marina Cayon and Kristine Reesor ("Plaintiffs") and Defendant Zions Bancorporation, National Association. ("Defendant") (collectively with Plaintiffs, the "Parties") and the State of California as the real party in interest, hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") of Plaintiffs' claims for penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

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2. "Aggrieved Employees" means all individuals who are or previously were employed by Defendant in the State of California and classified as non-exempt employees at any time during the Settlement Period.

3. "Court" means the Superior Court for the State of California, County of Orange.

4. "Effective Date" means the date when both of the following occur: (i) the Court grants approval of the settlement and enters Judgment, and (ii) the Court's Judgment becomes final. A Judgment becomes final on the latest of the following: (a) If an appeal is filed, the date the Judgment is affirmed, the appeal is dismissed, or the time to seek further review expires; (b) If a petition for review is filed, the date the petition is denied or the Judgment is affirmed; (c) If no appeal is filed, the date the time to appeal expires. If a timely objection is filed (including by the California Labor & Workforce Development Agency ("LWDA"), the Effective Date is the later of: (a) the date all appeal periods relating to objections and the Final Approval Order expire, or (b) if an appeal or writ is filed, the date the highest reviewing court denies review or affirms the Judgment. If the LWDA has started an investigation or issued a Citation before the Effective Date, the Effective Date will be extended until the LWDA concludes its investigation or resolves the Citation, or until any LWDA objection to the

settlement is resolved and no longer appealable.

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7. "PAGA Penalties Fund" means the Gross Settlement Amount less the Attorneys' Fees and Costs, Service Awards, and Settlement Administrator Costs.

8. "Plaintiffs' Counsel" means Haines Law Group, APC.

9. "Released Parties" shall mean Defendant Zions Bancorporation, National Association, and any of its ~~past, present, and future direct or indirect~~ parents, subsidiaries, predecessors, and successors, ~~and affiliates,~~ as well as each of its ~~past, present, and future~~ officers, directors, and employees~~, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant~~.

10. "Service Awards" means the amounts to be paid to Plaintiffs as payment for their service on behalf of the LWDA and Aggrieved Employees.

11. "Settled Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged during the Settlement Period, based on the facts stated in the Action, and the PAGA Notices submitted by Plaintiffs to the LWDA, 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*, which occurred during the Settlement Period, and expressly excluding all other claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the Settlement Period.

12. "Settlement Period" means the period from February 22, 2023 through ~~the date of entry of the Order and Judgment, unless otherwise modified by paragraph 14(c), below~~December 5, 2025.

TERMS

13. Gross Settlement Amount. In consideration for Plaintiffs' promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant will pay Four Hundred Sixty-Four Thousand, Five Hundred Fifty-Two Dollars ($464,552) ("Gross Settlement Amount") to settle the Action. The Gross Settlement Amount includes Plaintiffs' attorneys' fees, litigation costs and expenses, Service Awards for Plaintiffs' service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendant.

14. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Actions with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

14(a) Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

14(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, Defendant will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund × [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

14(c) Defendant estimates that there are approximately Forty-Two Thousand Two Hundred Thirty-Two (42,232) Pay Periods in the Settlement Period. If that number increases by more than Five Percent (5%), then the Gross Settlement Amount will be increased proportionately. For example, if the

number of Pay Periods is Seven precent (7%) higher than 42,232, then the Gross Settlement Amount will be increased by One point Nine Percent (1.9%). ~~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~~.

15. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Plaintiffs' Counsel for Attorneys' Fees and Costs of not more than thirty-five percent (35%) of the Gross Settlement Amount, plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiffs' Counsel's litigation and settlement of the Actions (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty-Five Thousand Dollars ($25,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel will be added to the PAGA Penalties Fund.

16. Service Awards. For their service on behalf of the LWDA and Aggrieved Employees, Defendant agrees not to oppose or impede any application or motion by Plaintiffs for a service award of up to Ten Thousand Dollars ($10,000), each, for a total of Twenty Thousand Dollars ($20,000.00) ("Service Awards"). For tax purposes, the Service Awards will be treated non-wages for which IRS Forms 1099-MISC will be issued by the Settlement Administrator.

17. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there are approximately 854 Aggrieved Employees, Settlement Administration Costs ~~are estimated at~~will not exceed Seven Thousand Two Hundred and Fifty Dollars ($7,250.00).

18. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of

the Settlement Agreement (the "Order and Judgment").

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

20. Funding of the Settlement. Within fourteen (14) calendar days after the Effective Date, Defendant will deposit the Gross Settlement Amount into the QSF to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

21. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the State Controller Unclaimed Property Fund in the name of the Aggrieved Employees who did not cash their checks. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

22. Tax Consequences. No opinion regarding the tax consequences of this Settlement to any Aggrieved Employee is being given, or will be given, by Defendant, counsel for Defendant, any other Releasee, or Plaintiffs' Counsel. Aggrieved Employees must consult their own tax advisors regarding the tax consequences of this Settlement, including but not limited to any payments provided or tax reporting obligations. Defendant, the Releasees, counsel for Defendant, and Plaintiffs' Counsel shall have no liability or responsibility whatsoever for any tax consequences resulting from payments made pursuant to the Settlement.

23. Release By Plaintiffs, The State Of California, And The Aggrieved Employees. Upon entry of the settlement approval Order and Judgment and the complete funding of the Gross Settlement Amount, Plaintiffs on behalf of themselves, the State of California, and the Aggrieved Employees fully and finally release and forever discharge the Released Parties from any and all Settled Claims during the ~~PAGA~~ Settlement Period, including on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns~~, 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*, ("Released PAGA Claims"). 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~~.

~~24. Injunction From Pursuing Released Claims. Plaintiffs and the State of California shall be enjoined from filing, initiating, or continuing to prosecute any actions, claims, complaints, or proceedings on behalf of the Aggrieved Employees in any court, or with the Division of Labor Standards Enforcement ("DLSE"), or with the LWDA, or the United States Department of Labor ("DOL"), or with any other entity regarding the Settled Claims released in the Agreement. This Settlement is conditioned upon the release by Plaintiffs and the State of California, on behalf of the Aggrieved Employees, as~~

~~described herein, and upon covenants by these individuals that they will not participate in any actions, lawsuits, proceedings, complaints, or charges brought by the DLSE, LWDA, DOL, or by any other agency, persons, or entity in any court or before any administrative body related to the claims released in this Agreement. In the event that any court or administrative agency does not order injunctive relief, Defendant shall have the right to file a motion for summary judgment or any other pleading or paper to enforce the terms of this Agreement. Plaintiffs' Counsel will not oppose, contest or interfere with efforts by Defendant to oppose any attempt to bring such released claims against Defendant.~~

~~25.~~24. No Right to Exclusion or Objections by Aggrieved Employees. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

~~26.~~25. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

~~27.~~26. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

~~28.~~27. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

~~29.~~28. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

~~30.~~29. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

~~31.~~30. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, and approved by the Court.

~~32.~~31. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator, Tripper Ortman, Esq., Ortman Mediation, to resolve such disagreement.

~~33.~~32. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

~~34.~~33. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

~~35.~~34. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

~~36.~~35. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations in mediation by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

~~37.~~36. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

~~38.~~37. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

~~39.~~38. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

~~40.~~39. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

~~41.~~40. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

~~42.~~41. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

43.42. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

44.43. Non-Disparagement. Plaintiffs promise not to do or say anything, verbally or in writing, directly or indirectly, including on any social media, that disparages Defendant or any Released Party. Except as may be required or allowed by law, Defendant will instruct its officers and directors not to do or say anything, verbally or in writing in their professional capacity with Defendant, directly or indirectly, that disparages, reflects negatively on or otherwise detrimentally affects Plaintiffs.

45.44. Confidentiality. The Parties agree this Agreement is confidential, except for purposes of seeking Court approval and any enforcement efforts. Plaintiffs and their counsel shall not publicize the settlement on their website, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the settlement from the media, counsel may respond only after the motion for approval of the settlement has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from making any required disclosure.

46.45. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

47.46. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on the LWDA, all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

48.47. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,

discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

_____
Marina Cayon

PLAINTIFF

Dated: _____

_____
Kristine Reesor

DEFENDANT

Dated: _____

_____
Name:
Zions Bancorporation, National Association

APPROVED AS TO FORM

HAINES LAW GROUP, APC

Dated: _____

_____

Paul Haines
Attorneys for Plaintiffs

SEYFARTH SHAW LLP

Dated: _____

_____

Andrew M. McNaught
Attorneys for Defendant

EXHIBIT C

Re: ***Marina Cayon and Kristine Reesor v. Zions Bancorporation, National Association***
Superior Court of California Orange County; Case No. 30-2024-01396627-CU-OE-CXC

Date: __/__/2026

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of a lawsuit titled *Marina Cayon and Kristine Reesor v. Zions Bancorporation, National Association*, Case No. 30-2024-01396627-CU-OE-CXC, pending in the Superior Court of the State of California for the County of Orange (the "Action").

The Action was filed against Zions Bancorporation, National Association ("Zions") and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). The Action was brought by Plaintiffs Marina Cayon and Kristine Reesor ("Plaintiffs"), former employees of Zions, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the aggrieved employees on whose behalf the case was brought.

In the lawsuit, Plaintiffs claimed that Zions violated the California Labor Code by failing to pay minimum wages, failing to pay overtime wages, failing to provide compliant meal and/or rest breaks, and failing to provide employees with itemized wage statements. Zions disputes all of Plaintiffs' allegations and denies that it engaged in any of the alleged misconduct. The Parties have reached a settlement of Plaintiffs' PAGA claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. The Gross Settlement Amount in this case is $464,552. After deducting attorneys' fees ($139,365.60) and litigation costs ($16,903.31) for Plaintiffs' counsel, Plaintiffs' Representative Service Awards of $5,000.00 each (total, $10,000.00), and settlement administration costs ($7,250.00), the Net Settlement Amount will be approximately $291,033.09. Seventy-Five percent (75%) of the Net Settlement Amount goes to the State of California's Labor and Workforce Development Agency. Twenty-Five percent (25%) of the Net Settlement Amount goes to employees of Zions who were allegedly affected by the alleged violations of the California Labor Code. In agreeing to enter into this settlement, Zions does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code, or any penalties, and has denied and disputed all of Plaintiffs' contentions. The Court has not decided the merits of Plaintiffs' claims or Zions' defenses.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. Please note that no deductions/withholdings have been made from your settlement payment, and you will be responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 will issue). If you do not cash your check within 180 days of issuance, the funds will be sent to the State Controller Unclaimed Property Fund in your name. If you are still employed by Zions, your decision to cash the check will not affect your employment in any way.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. You may not opt out of this settlement. The release pertains to civil penalties under PAGA only. The release includes all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts alleged in the Action and the PAGA Notices submitted by Plaintiffs, during the time period February 22, 2023 through December 5, 2025 (the "Settlement Period"). You can review the Order approving the settlement and the final judgment at the Settlement Administrator's website at XXX.

If you have any questions, you can contact ILYM Group, Inc., the Settlement Administrator, at 1-___-____.

EXHIBIT D

Re: ***Marina Cayon and Kristine Reesor v. Zions Bancorporation, National Association***
Superior Court of California Orange County; Case No. 30-2024-01396627-CU-OE-CXC

Date: __/__/2026

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of a lawsuit titled *Marina Cayon and Kristine Reesor v. Zions Bancorporation, National Association*, Case No. 30-2024-01396627-CU-OE-CXC, pending in the Superior Court of the State of California for the County of Orange (the "Action").

The Action was filed against Zions Bancorporation, National Association ("Zions") and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). The Action was brought by Plaintiffs Marina Cayon and Kristine Reesor ("Plaintiffs"), former employees of Zions, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the aggrieved employees on whose behalf the case was brought.

In the lawsuit, Plaintiffs claimed that Zions violated the California Labor Code by failing to pay minimum wages, failing to pay overtime wages, failing to provide compliant meal and/or rest breaks, and failing to provide employees with itemized wage statements. Zions disputes all of Plaintiffs' allegations and denies that it engaged in any of the alleged misconduct. The Parties have reached a settlement of Plaintiffs' ~~representative~~ PAGA claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. The Gross Settlement Amount in this case is $464,552. After deducting attorneys' fees ($139,365.60) and litigation costs ($16,903.31) for Plaintiffs' counsel, Plaintiffs' Representative Service Awards of $5,000.00 each (total, $10,000.00), and settlement administration costs ($7,250.00), the Net Settlement Amount will be approximately $291,033.09.~~A portion~~ Seventy-Five percent (75%) of the ~~civil penalty settlement~~Net Settlement Amount ~~amount~~ goes to the State of California's Labor and Workforce Development Agency. ~~Another portion~~Twenty-Five percent (25%) of the ~~civil penalty settlement amount~~Net Settlement Amount goes to employees of Zions who were allegedly affected by the alleged violations of the California Labor Code. In agreeing to enter into this settlement, Zions does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code, or any penalties, and has denied and disputed all of Plaintiffs' contentions. The Court has not decided the merits of Plaintiffs' claims or Zions' defenses.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. Please note that no deductions/withholdings have been made from your settlement payment, and you will be responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 will issue). If you do not cash your check within 180 days of issuance, the funds will be sent to the State Controller Unclaimed Property Fund in your name. If you are still employed by Zions, your decision to cash the check will not affect your employment in any way.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. You may not opt out of this settlement. The release pertains to civil penalties under PAGA only. The release includes all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts alleged in the Action and the PAGA Notices submitted by Plaintiffs, during the time period February 22, 2023 through December 5, 2025 (the "Settlement Period"). You can review the Order approving the settlement and the final judgment at the Settlement Administrator's website at XXX.

Formatted: Highlight

If you have any questions, you can contact ILYM Group, Inc., the Settlement Administrator, at 1-___-____.

EXHIBIT E

~~HAINES LAW GROUP, APC~~
~~Paul K. Haines (SBN 248226)~~
~~phaines@haineslawgroup.com~~
~~Sean M. Blakely (SBN 264384)~~
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~~2155 Campus Drive, Suite 180~~
~~El Segundo, California 90245~~
~~Tel: (424) 292-2350~~
~~Fax: (424) 292-2355~~

~~Attorneys for Plaintiffs~~

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*]

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

Date: ~~June 22~~October 26, 2026
Time: 1:30 p.m.
Dept.: CX103

~~Reservation No.: 74824001~~

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

This matter came on regularly for hearing before this Court on ~~June 22~~October 26, 2026, at 1:30 p.m. Having considered the Parties' PAGA Settlement Agreement ~~("Settlement")~~; the amended PAGA Settlement Agreement (the "Settlement"); and[1] the documents and evidence presented in support thereof; and recognizing the disputed factual and legal issues involved in this case; the risks of further prosecution, the substantial benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(l). Good cause appearing therefore, the Court hereby GRANTS Plaintiffs Marina Cayon and Kristine Reesor's ("Plaintiffs") Motion for Approval of Settlement of Claims Brought Under the Private Attorneys General Act ("Motion") and ORDERS as follows:

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

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

3. The Court hereby approves the settlement as set forth in the Settlement as fair, reasonable, and adequate, and ~~directs~~ orders the parties and the Settlement Administrator to effectuate the Settlement according to its terms. The initial PAGA Settlement Agreement is attached hereto as Exhibit 1. The amended PAGA Settlement Agreement is attached hereto as Exhibit 2. The proposed Explanatory Letter to be sent to Aggrieved Employees is attached hereto as Exhibit 3.

---

[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.~~

4. The Court orders that Defendant shall fully fund the Gross Settlement Amount of $464,552.00 by transmitting the funds to the Administrator as follows: Within fourteen (14) calendar days of the Effective Date, Defendant will deposit the Gross Settlement Amount into the qualified settlement fund ("QSF") to be established by the Settlement Administrator.

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

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

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

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

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

10. The Court finds that attorneys' fees in the amount of ~~one-third~~30% of the Gross Settlement Amount (~~currently estimated to be~~ $~~154,850.67~~139,365.60) for Plaintiffs' Counsel, and reimbursement of litigation costs of ~~up to~~ $16,~~948.77~~903.31 to Plaintiffs' Counsel, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiffs' Counsel as provided for in the Settlement Agreement.

11. The Court finds that the requested Service Awards of $~~10~~5,000.00 each to Plaintiffs, for a total of $~~20~~10,000.00, are fair, adequate, and reasonable in recognition of the unique contributions they made and the risks they undertook, on behalf of the Aggrieved Employees and the State of California, and orders that the Settlement Administrator distribute this payment to Plaintiffs as provided for in the Settlement Agreement.

12. The Court finds that the amount of $~~199,126.92~~218,274.82, representing 75% of the PAGA Penalties Fund, allocated as PAGA civil penalties under the Settlement, to be paid to the LWDA as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement Agreement. The Court further finds that the amount of $~~66,375.64~~72,758.27, representing 25% of the PAGA Penalties Fund, allocated as PAGA civil penalties under the Settlement, to be paid to the Aggrieved Employees (i.e., Settlement Payments) as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to Aggrieved Employees on a *pro rata* basis in accordance with the terms of the Settlement and this Order.

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

14. The Court approves the scope of the release as set forth in the Settlement. Following entry of this Judgment and Order and the complete funding of the Gross Settlement Amount ~~being fully funded~~, Plaintiffs on behalf of themselves, the State of California, and the Aggrieved Employees fully and finally release and forever discharge Defendant and any of its ~~past, present, and future direct or indirect~~ parents, subsidiaries, predecessors, successors ~~and affiliates~~, as well as each of its ~~past, present, and future~~ officers, directors, and employees~~, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant~~, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged during the Settlement Period, based on the facts stated in the Action, and the PAGA Notices submitted by Plaintiffs to the LWDA, 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*, which occurred during the Settlement Period, and expressly excluding all other claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the Settlement Period.

15. Plaintiffs are directed to submit a copy of this Order and entry of judgment to the LWDA within ten (10) calendar days of the date of this Order and entry of judgment, and file a proof of service the Judgment was served on the LWDA. The Settlement Administrator shall post a copy of this Order and Judgment on its website.

16. Pursuant to California Code of Civil Procedure § 664.6, the Court will retain jurisdiction to enforce the Settlement and this Order and Judgment.

17. ~~Plaintiffs shall file a declaration confirming the final distribution of funds on or before April 22, 2027~~A Final Accounting Hearing is set for October 26, 2027 at 1:30 p.m. All supporting papers shall be filed no later than sixteen (16) court days prior to the Final Accounting Hearing.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____ By:_____
Honorable David A. Hoffer
Judge of the Superior Court

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EXHIBIT F

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

October 02, 2026

Marina Cayon

Professional Services

			Hrs/Rate	Amount
12/18/2023	PKH	Initial telephone call w/ Cayon and Reesor re [redacted]	1.40 975.00/hr	1,365.00
12/20/2023	PKH	Review documents provided by M. Cayon including email correspondence with Zions; conduct follow-up call w/ potential client re [redacted]	1.70 975.00/hr	1,657.50
12/21/2023	PKH	Conduct legal research re corporate structure of Zions Banc; review additional documents provided by clients.	1.60 975.00/hr	1,560.00
12/26/2023	PKH	Phone call w/ Cayon and Reesor re [redacted]	0.80 975.00/hr	780.00
12/30/2023	PKH	Review email correspondence from M. Cayon re [redacted]	0.40 975.00/hr	390.00
2/9/2024	SMB	Conference with PKH re drafting complaint against Zions Bank.	0.40 900.00/hr	360.00
	PKH	Meeting w/ SMB re case against Zions.	0.40 975.00/hr	390.00
2/12/2024	SMB	Review clients' records and begin drafting complaint against Zions banc including general factual allegations.	4.50 900.00/hr	4,050.00
2/14/2024	SMB	Continue drafting complaint, including causes of action; finalize draft of complaint and send to PKH for review.	4.30 900.00/hr	3,870.00
2/15/2024	PKH	Review and revise draft of complaint; send edits and comments to SMB.	0.80 975.00/hr	780.00
	SMB	Further revise complaint to incorporate PKH's edits and comments.	0.70 900.00/hr	630.00

			Hrs/Rate	Amount
2/16/2024	PKH	Email to clients re [redacted].	0.20 975.00/hr	195.00
2/22/2024	SMB	Email exchange w/ PKH re filing of complaint.	0.20 900.00/hr	180.00
	SMB	Draft LWDA letter re PAGA claims; send to AC for submission and service.	1.60 900.00/hr	1,440.00
2/27/2024	SMB	Review judicial assignment.	0.10 900.00/hr	90.00
3/5/2024	SMB	Review emails re service of complaint.	0.10 900.00/hr	90.00
	PKH	Email exchange re service of complaint.	0.10 975.00/hr	97.50
3/11/2024	PKH	Email exchange w/ defense counsel re arbitration agreement and responsive pleading deadline; conference call w/ defense counsel to discuss case and arbitration agreement.	0.70 975.00/hr	682.50
	SMB	Review emails from defense counsel re responsive pleading and arbitration agreement; review arbitration agreement to determine enforceability.	1.60 900.00/hr	1,440.00
4/1/2024	PKH	Email to defense counsel re case progression.	0.20 975.00/hr	195.00
4/15/2024	SMB	Review emails re arbitration agreements and potential motion to compel; discuss w/ PKH.	0.30 900.00/hr	270.00
	PKH	Email exchange w/ defense counsel re arbitration agreements and further extension of responsive pleading deadline.	0.40 975.00/hr	390.00
4/16/2024	SMB	Review and revise stipulation and proposed order re extension of time to file responsive pleading; email exchange w/ defense counsel re the same.	0.50 900.00/hr	450.00
4/17/2024	PKH	Review order re Zion's arbitration agreements; email exchange w/ defense counsel re the same.	0.80 975.00/hr	780.00
	SMB	Review orders upholding Zion's arbitration agreements; review emails re the same and discuss w/ PKH.	1.40 900.00/hr	1,260.00
4/24/2024	PKH	Email exchange re arbitration agreements and motion to compel.	0.20 975.00/hr	195.00
4/25/2024	SMB	Review emails.	0.20 900.00/hr	180.00

			Hrs/Rate	Amount
4/25/2024	PKH	Email exchange re tolling agreement and applicable statute of limitations as to Plaintiff's claims.	0.60 975.00/hr	585.00
4/29/2024	SMB	Review and revise PAGA-only complaint prepared by AC; approve for filing.	1.50 900.00/hr	1,350.00
5/1/2024	SMB	Review judicial assignment.	0.10 900.00/hr	90.00
5/3/2024	SMB	Email exchange w/ opposing counsel re stipulation to arbitrate individual claims.	0.30 900.00/hr	270.00
5/4/2024	PKH	Review and revise stipulation re arbitration; send proposed edits to defense counsel.	0.40 975.00/hr	390.00
5/6/2024	SMB	Review emails re stipulation to arbitrate.	0.10 900.00/hr	90.00
	PKH	Emails re stipulation re arbitration; finalize stipulation for filing.	0.30 975.00/hr	292.50
5/15/2024	SMB	Meeting w/ AM to discuss staffing on Zions matter; email to AM re arbitration agreements and drafting of demands for arbitration.	0.60 900.00/hr	540.00
	AM	Conference with SMB re Cayon matter; review arbitration agreements for Cayon and Reesor.	1.00 675.00/hr	675.00
5/17/2024	SMB	Email to defense counsel re service of PAGA complaint.	0.10 900.00/hr	90.00
	SMB	Review email re proposed arbitrators.	0.20 900.00/hr	180.00
5/20/2024	SMB	Conference with PKH and AM re arbitrator research and potential opposition to stay PAGA action.	0.50 900.00/hr	450.00
	PKH	Meeting w/ SMB & AM re selection of arbitrator and proposed stay of representative PAGA claims.	0.50 975.00/hr	487.50
	AM	Conference w/ PKH & SMB re Zions case; conduct research of proposed arbitrators.	2.60 675.00/hr	1,755.00
5/21/2024	SMB	Review signed order re stay of action.	0.10 900.00/hr	90.00
	AM	Review signed order.	0.10 675.00/hr	67.50
	SMB	Review emails re consolidation of arbitrations and service of PAGA complaint.	0.20 900.00/hr	180.00

			Hrs/Rate	Amount
5/21/2024	PKH	Emails w/ opposing counsel re consolidation of arbitrations.	0.40 975.00/hr	390.00
5/22/2024	SMB	Email exchange w/ PKH re selection of arbitrator.	0.10 900.00/hr	90.00
	PKH	Emails re arbitrators for Zions matters.	0.20 975.00/hr	195.00
5/30/2024	AM	Review emails re arbitrator selection.	0.10 675.00/hr	67.50
	PKH	Email exchange w/ defense counsel re selection of arbitrator and submission of demands.	0.30 975.00/hr	292.50
6/3/2024	SMB	Review Minute Order.	0.10 900.00/hr	90.00
	SMB	Email exchange w/ PKH re arbitration demands.	0.20 900.00/hr	180.00
6/5/2024	AM	Email to defense counsel re production of entire arbitration agreement.	0.20 675.00/hr	135.00
	PKH	Conference with AM and SMB re Zions' Motion to Stay PAGA claim; review defense email re the same.	0.50 975.00/hr	487.50
	SMB	Review meet and confer email re motion to stay PAGA claims; discuss the same w/ PKH and AM.	0.70 900.00/hr	630.00
	AM	Review email re motion to stay; conduct legal research re staying of representative PAGA action pending individual arbitration; discuss w/ SMB and PKH.	2.50 675.00/hr	1,687.50
6/10/2024	SMB	Review emails re motion to stay.	0.10 900.00/hr	90.00
	PKH	Email exchange re motion to stay representative PAGA claims.	0.20 975.00/hr	195.00
6/19/2024	SMB	Review email re proposed arbitrators.	0.20 900.00/hr	180.00
	PKH	Email exchange w/ opposing counsel re arbitrators for Zions matters.	0.30 975.00/hr	292.50
6/27/2024	PKH	Email to arbitrator re Zions matters.	0.20 975.00/hr	195.00

			Hrs/Rate	Amount
6/27/2024	SMB	Email to AM re updated demands for arbitration.	0.20 900.00/hr	180.00
7/2/2024	SMB	Review and revise stip to arbitrate; send edits to AM.	0.30 900.00/hr	270.00
	AM	Draft Joint Stipulation to Arbitrate claims with Judge Glenda Sanders (Ret.); send to SMB for review; review SMB's edits and finalize draft stipulation; circulate stipulation to defense counsel.	1.30 675.00/hr	877.50
7/3/2024	AM	Review Zions' proposed edits to stipulation; provide further edits to stipulation.	0.30 675.00/hr	202.50
7/8/2024	AM	Review emails re submission of demands to JAMS	0.10 675.00/hr	67.50
	SMB	Email to AC & AM re submitting demands to JAMS.	0.20 900.00/hr	180.00
7/23/2024	SMB	Review Zions' Motion to Compel Arbitration; discuss the same w/ AM.	1.60 900.00/hr	1,440.00
	AM	Review Defendant's Motion to Compel Arbitration of Plaintiff's individual PAGA claims; meeting w/ SMB re the same.	1.80 675.00/hr	1,215.00
8/21/2024	SMB	Email exchange w/ AC re initial conference call.	0.10 900.00/hr	90.00
8/30/2024	SMB	Email re setting preliminary conference call.	0.10 900.00/hr	90.00
	AM	Email exchange re preliminary arbitration management conferences.	0.20 675.00/hr	135.00
9/12/2024	AM	Prepare for and attend Reesor Preliminary Arbitration Conference Call.	1.60 675.00/hr	1,080.00
9/13/2024	SMB	Review preliminary reports and scheduling order; discuss with ARM.	0.50 900.00/hr	450.00
	AM	Review report of preliminary hearing and scheduling order No. 1; discuss the same with SMB.	0.50 675.00/hr	337.50
9/17/2024	PKH	Attend preliminary arbitration conference w/ ARM.	0.60 975.00/hr	585.00
	AM	Prepare for and attend Cayon Preliminary Arbitration Conference call.	1.30 675.00/hr	877.50

			Hrs/Rate	Amount
9/25/2024	PKH	Email exchange w/ M. Cayon re [redacted].	0.30 975.00/hr	292.50
9/27/2024	AM	Draft Reesor Rule 17 disclosures and compile documents for production; send to SMB for review.	3.60 675.00/hr	2,430.00
9/30/2024	PKH	Email to opposing counsel re Rule 17 disclosures and production of clients' email files.	0.20 975.00/hr	195.00
	PKH	Email exchange w/ SMB and AM re initial disclosures.	0.20 975.00/hr	195.00
	PKH	Emails w/ opposing counsel re production of email files.	0.30 975.00/hr	292.50
	SMB	Review and revise Reesor disclosures; review documents to produce with disclosures.	0.70 900.00/hr	630.00
10/1/2024	AM	Review and organize Zions' initial disclosures and documents for Reesor.	2.40 675.00/hr	1,620.00
10/2/2024	SMB	Review discovery requests served by Zions; discuss the same w/ PKH & ARM.	0.60 900.00/hr	540.00
	AM	Review Zions' initial discovery requests, including Special Interrogatories and Requests for Documents; discuss discovery plan with PKH & SMB.	1.70 675.00/hr	1,147.50
10/3/2024	SMB	Review and revise stipulation to continue CMC in PAGA Action; circulate stipulation to opposing counsel.	0.30 900.00/hr	270.00
	PKH	Review email from defense counsel re ESI issues and production of clients' email files.	0.30 975.00/hr	292.50
	AM	Draft stipulation to continue CMC; send to SMB for review.	0.80 675.00/hr	540.00
10/4/2024	AM	Email exchange w/ SMB re Cayon initial disclosures; begin drafting Rule 17 disclosures and compile documents for production.	2.60 675.00/hr	1,755.00
	SMB	Emails w/ ARM re Cayon Rule 17 disclosures.	0.30 900.00/hr	270.00
10/7/2024	SMB	Review signed order re CMC.	0.10 900.00/hr	90.00
	SMB	Review and revise Cayon Rule 17 disclosures; send to AC for service review document production prior to service.	0.60 900.00/hr	540.00

			Hrs/Rate	Amount
10/14/2024	SMB	Email to defense counsel re Joint ESI Report and production of email files.	0.20 900.00/hr	180.00
10/15/2024	SMB	Conference w/ SMB re production of email files and preparation of Joint ESI Report.	0.50 900.00/hr	450.00
	PKH	Review Zions' proposal re production of email files; discuss w/ SMB.	0.60 975.00/hr	585.00
10/16/2024	AM	Draft Claimants' position for Joint ESI Report; compile proposed exhibits to include in report; circulate draft to SMB & PKH for review.	6.30 675.00/hr	4,252.50
10/17/2024	AM	Email Joint ESI Report to defense counsel.	0.20 675.00/hr	135.00
	PKH	Review and revise Claimants' portion of Joint ESI Report; discuss edits w/ ARM; review further draft of report and approve for filing.	2.50 975.00/hr	2,437.50
	AM	Review PKH's edits and comments to Joint ESI Report; conference w/ PKH to discuss further revisions to be made; further revise Joint ESI Report; circulate updated draft to PKH.	3.40 675.00/hr	2,295.00
10/18/2024	AM	Review emails re Joint ESI Report.	0.30 675.00/hr	202.50
	PKH	Review emails re Joint ESI Report; conference call w/ SMB re the same.	0.70 975.00/hr	682.50
	SMB	Email exchange w/ defense counsel re submission of Joint ESI Report; review Zions' further edits to Report;	1.40 900.00/hr	1,260.00
10/21/2024	AM	Draft Non-Opposition to Zions' Motion to Compel Individual Arbitration and Stay Case.	0.30 675.00/hr	202.50
10/22/2024	SMB	Review and revise Joint Status Report and circulate to defense counsel; email to defense counsel re amendment to demand to add individual PAGA claims.	0.30 900.00/hr	270.00
	AM	Draft Joint Status Report for PAGA Action; send to SMB for review.	0.70 675.00/hr	472.50
10/23/2024	SMB	Email exchange w/ defense counsel re amended demands and filing of Joint Status Report.	0.20 900.00/hr	180.00
10/29/2024	SMB	Email exchange w/ defense counsel re extension on discovery.	0.20 900.00/hr	180.00
	AM	Draft Claimants' Requests for Production of Documents and Special Interrogatories to Zions; circulate to SMB for review.	5.70 675.00/hr	3,847.50

			Hrs/Rate	Amount
10/31/2024	AM	Email to defense counsel re amended demand and posting to Judge Sanders re hearing date re ESI issues.	0.40 675.00/hr	270.00
11/4/2024	AM	Email exchange w/ defense counsel re joint posting for ESI hearing.	0.20 675.00/hr	135.00
	AM	Draft discovery requests to Zions, including both Special Interrogatories and Requests for Production of Documents; send to SMB for review.	4.70 675.00/hr	3,172.50
	AM	Review Zions' discovery requests and begin drafting responses to Zions' Special Interrogatories and Requests for Production.	3.60 675.00/hr	2,430.00
11/5/2024	AM	Continue drafting responses to Zions' SROGS and RFPs; begin compiling documents to produce in response to discovery requests.	4.30 675.00/hr	2,902.50
	AM	Email exchange w/ opposing counsel re amended demands and claimants' availability for deposition.	0.20 675.00/hr	135.00
11/7/2024	SMB	Review and revise SROGs and RFPs to Zions; finalize discovery requests for service.	2.60 900.00/hr	2,340.00
	AM	Finalize drafts of responses to Zions' SROGs and RFPs; circulate responses to PKH and SMB for review.	3.00 675.00/hr	2,025.00
11/13/2024	PKH	Email exchange w/ defense counsel re availability for depositions.	0.20 975.00/hr	195.00
	AM	Further revise claimants' responses to SROGs and RFPs; circulate revised responses to SMB and PKH.	1.50 675.00/hr	1,012.50
11/14/2024	PKH	Review emails re deposition availability.	0.10 975.00/hr	97.50
	AM	Compile responsive documents and bate stamp for production.	0.80 675.00/hr	540.00
11/15/2024	SMB	Review Report of Preliminary Hearing and Scheduling Order No. 2.	0.20 900.00/hr	180.00
	PKH	Attend hearing w/ Judge Glenda Sanders re ESI issues and production of email files.	0.70 975.00/hr	682.50
11/18/2024	SMB	Review Zions' subpoena for Maria Cedeno.	0.20 900.00/hr	180.00
	PKH	Email exchange w/ defense counsel re scheduling of conference call.	0.20 975.00/hr	195.00

			Hrs/Rate	Amount
11/20/2024	PKH	Email exchange re scheduling of Further Preliminary Conferences.	0.20 975.00/hr	195.00
	PKH	Review SROG responses for both Cayon and Reesor; discuss the same w/ SMB.	2.50 975.00/hr	2,437.50
	SMB	Review PKH's edits to discovery responses; discuss the same w/ PKH.	1.20 900.00/hr	1,080.00
11/21/2024	SMB	Telephone call with Cayon re [redacted]	0.60 900.00/hr	540.00
	SMB	Telephone call with Reesor re [redacted]	0.80 900.00/hr	720.00
11/22/2024	SMB	Email to defense counsel re extension of time to respond to discovery.	0.10 900.00/hr	90.00
	SMB	Conference call w/ defense counsel re case and production of email files.	0.40 900.00/hr	360.00
	PKH	Telephone call with opposing counsel re case and potential mediation.	0.40 975.00/hr	390.00
11/25/2024	PKH	Phone call w/ M. Cayon.	0.40 975.00/hr	390.00
	SMB	Telephone call with Cayon re [redacted].	0.40 900.00/hr	360.00
	SMB	Follow-up call with Reesor re [redacted].	0.60 900.00/hr	540.00
11/26/2024	SMB	Finalize First Amended Demand for Cayon; send to AC for submission.	0.30 900.00/hr	270.00
	SMB	Finalize responses to Zions' SROGs and RFPs; send to AC for service.	0.70 900.00/hr	630.00
11/27/2024	PKH	Emails w/ SMB re court hearing.	0.10 975.00/hr	97.50
	SMB	Email exchange re ADR Review Hearing.	0.20 900.00/hr	180.00
12/2/2024	SMB	Attend ADR Review hearing in individual case.	0.60 900.00/hr	540.00
12/6/2024	SMB	Review emails re request for extension on discovery responses.	0.20 900.00/hr	180.00

			Hrs/Rate	Amount
12/9/2024	SMB	Review emails re email production.	0.30 900.00/hr	270.00
	PKH	Email exchange w/ opposing counsel re production of emails.	0.40 975.00/hr	390.00
12/12/2024	SMB	Email exchange re deposition of Maria Cedeno.	0.20 900.00/hr	180.00
12/19/2024	PKH	Email exchange with defense counsel re potential mediators.	0.30 975.00/hr	292.50
1/9/2025	SMB	Review Zions' posting re production of email files.	0.30 900.00/hr	270.00
1/13/2025	PKH	Email to defense counsel re unilateral posting and progress of production of email files.	0.40 975.00/hr	390.00
1/15/2025	PKH	Email exchange re ESI issues and production of email files.	0.40 975.00/hr	390.00
	SMB	Review emails re production of email files and related ESI issues; discuss the same w/ PKH.	0.50 900.00/hr	450.00
1/20/2025	PKH	Review and revise stipulated protective order; email exchange w/ defense counsel re the same.	0.60 975.00/hr	585.00
1/27/2025	SMB	Review and organize document productions for both Cayon and Reesor.	3.50 900.00/hr	3,150.00
	PKH	Review document productions and case file in preparation of drafting mediation brief.	5.60 975.00/hr	5,460.00
1/28/2025	PKH	Begin drafting mediation brief for Zions matter.	6.30 975.00/hr	6,142.50
	SMB	Continue review of document production for Cayon & Reesor.	4.50 900.00/hr	4,050.00
1/30/2025	PKH	Continue drafting mediation brief; compile exhibits for mediation brief.	4.50 975.00/hr	4,387.50
	SMB	Continue review of document production including PST files.	4.50 900.00/hr	4,050.00
1/31/2025	PKH	Finalize mediation brief and exhibits; email brief to Tripper Ortman.	2.00 975.00/hr	1,950.00
2/1/2025	PKH	Review emails from client re [redacted]	0.20 975.00/hr	195.00

			Hrs/Rate	Amount
2/4/2025	PKH	Email exchange w/ Tripper Ortman re Zions mediation.	0.40 975.00/hr	390.00
2/6/2025	PKH	Attend zoom mediation with Tripper Ortman.	7.50 975.00/hr	7,312.50
3/4/2025	PKH	Email to opposing counsel re deposition schedule for Cayon, Reessor and percipient witnesses.	0.30 975.00/hr	292.50
3/6/2025	PKH	Review and revise joint status report.	0.30 975.00/hr	292.50
	SMB	Draft Joint Report for Cayon/Reesor Arbitration; circulate draft to PKH; review edits to joint report and send to defense counsel.	1.40 900.00/hr	1,260.00
3/7/2025	PKH	Email to defense counsel re Joint Report and scheduling of depositions.	0.20 975.00/hr	195.00
3/10/2025	SMB	Email exchange re joint report; finalize reports for submission.	0.40 900.00/hr	360.00
3/12/2025	PKH	Email exchange w/ defense counsel re deposition scheduling.	0.30 975.00/hr	292.50
3/13/2025	SMB	Review Scheduling Order No. 3 for Cayon/Reesor.	0.30 900.00/hr	270.00
	PKH	Attend conference w/ Judge Sanders; email re arbitration hearing date and related deadlines.	0.60 975.00/hr	585.00
3/14/2025	SMB	Review Subpoenas directed to AT&T re claimants' cellular phone records.	0.30 900.00/hr	270.00
3/19/2025	SMB	Review emails re deposition subpoenas.	0.10 900.00/hr	90.00
	PKH	Email to defense counsel re deposition scheduling.	0.20 975.00/hr	195.00
	SMB	Meeting w/ PKH to discuss AT&T deposition subpoenas for cell phone records.	0.30 900.00/hr	270.00
	PKH	Conference w/ SMB re deposition subpoenas for cell phone records.	0.30 975.00/hr	292.50
	PKH	Email exchange w/ defense counsel re cell phone records and related subpoenas.	0.40 975.00/hr	390.00
3/20/2025	PKH	Email exchange w/ defense counsel re scheduling of claimants' depositions.	0.20 975.00/hr	195.00

			Hrs/Rate	Amount
3/21/2025	SMB	Draft amended responses to SROGs, Set One; telephone calls with Ressor and Cayon [redacted]	1.70 900.00/hr	1,530.00
3/24/2025	SMB	Review amended deposition notices of Cayon and Reesor.	0.20 900.00/hr	180.00
3/25/2025	PKH	Email to defense counsel re outstanding deposition dates.	0.10 975.00/hr	97.50
3/26/2025	PKH	Email exchange w/ defense counsel re deposition of witnesses.	0.20 975.00/hr	195.00
4/2/2025	SMB	Review signed subpoenas re AT&T records.	0.20 900.00/hr	180.00
4/8/2025	PKH	Email exchange w/ defense counsel re witness depositions and data for PAGA mediation.	0.30 975.00/hr	292.50
4/21/2025	SMB	Draft Joint Status Report; circulate draft to defense counsel.	0.60 900.00/hr	540.00
4/22/2025	SMB	Review Zions' edit to joint report; email exchange re the same; finalize report for filing.	0.30 900.00/hr	270.00
4/23/2025	SMB	Review email re deposition scheduling and update as to data for PAGA mediation.	0.10 900.00/hr	90.00
4/29/2025	SMB	Review Minute Order.	0.10 900.00/hr	90.00
4/30/2025	SMB	Email exchange re subpoena for cell phone records.	0.20 900.00/hr	180.00
5/1/2025	SMB	Telephone call with opposing counsel re subpoena for cell phone records; review emails re the same.	0.50 900.00/hr	450.00
	PKH	Draft meet and confer response re subpoena for cell phone records.	0.60 975.00/hr	585.00
5/2/2025	SMB	Review emails re Plaintiffs' depositions and subpoena for cell phone records.	0.10 900.00/hr	90.00
5/6/2025	SMB	Review authorizations for release of records; review emails re the same.	0.20 900.00/hr	180.00
	PKH	Email exchange w/ defense counsel re subpoenas and authorization for release of records.	0.20 975.00/hr	195.00
	SMB	Telephone call with clients re [redacted]	0.30 900.00/hr	270.00

			Hrs/Rate	Amount
5/7/2025	SMB	Review emails re depositions and requested PAGA data.	0.10 900.00/hr	90.00
	PKH	Email exchange w/ defense counsel re deposition scheduling and requested data for PAGA mediation.	0.40 975.00/hr	390.00
5/9/2025	PKH	Email exchange re deposition dates and production of PAGA data.	0.20 975.00/hr	195.00
5/13/2025	PKH	Email exchange w/ opposing counsel re PAGA mediation.	0.30 975.00/hr	292.50
5/15/2025	PKH	Email to defense counsel confirming deposition dates for Plaintiffs and percipient witness.	0.20 975.00/hr	195.00
5/21/2025	PKH	Email exchange re deposition scheduling.	0.20 975.00/hr	195.00
6/2/2025	PKH	Email to defense counsel re requested PAGA data.	0.10 975.00/hr	97.50
6/3/2025	PKH	Email exchange re scheduling of mediation and status of data requests.	0.30 975.00/hr	292.50
6/5/2025	PKH	Email exchange re PAGA mediation and metrics for aggrieved employee group.	0.30 975.00/hr	292.50
6/9/2025	PKH	Emails to opposing counsel re re-scheduling depositions.	0.30 975.00/hr	292.50
6/10/2025	SMB	Review plaintiff's cell phone records; meeting w/ LH re review of records to identify potential privilege issues; review emails re production of cell phone records.	2.30 900.00/hr	2,070.00
	LH	Review Cayon cell phone records and prepare summary of records for PKH and SMB.	4.60 450.00/hr	2,070.00
6/11/2025	LH	Continue review of Cayon cell phone records prior to production; prepare summary for PKH and SMB's review.	5.40 450.00/hr	2,430.00
6/12/2025	LH	Email exchange re Reesor's cell phone records.	0.30 450.00/hr	135.00
	SMB	Review summary of Cayon's cell phone records prepared by LH; email exchange w/ LH re the same.	0.70 900.00/hr	630.00
6/16/2025	LH	Review of Reesor's cell phone records; prepare detailed summary for SMB's review.	4.70 450.00/hr	2,115.00

			Hrs/Rate	Amount
6/19/2025	PKH	Email exchange w/ defense counsel re PAGA mediation.	0.20 975.00/hr	195.00
7/14/2025	SMB	Review email from Tripper Ortman's office re Sept. 3 mediation.	0.20 900.00/hr	180.00
7/15/2025	PKH	Email exchange w/ defense counsel re continuance of arbitration hearings in light of scheduled mediation.	0.30 975.00/hr	292.50
7/18/2025	PKH	Emails w/ defense counsel re dates for continued hearings.	0.20 975.00/hr	195.00
7/23/2025	PKH	Email exchange re continued deposition dates.	0.20 975.00/hr	195.00
8/18/2025	PKH	Email exchange w/ defense counsel re mediation data and PAGA metrics; review data and information provided by Zions.	0.70 975.00/hr	682.50
8/19/2025	PKH	Telephone call with defense counsel re PAGA data.	0.60 975.00/hr	585.00
8/22/2025	PKH	Review correspondence from T. Ortman's office.	0.20 975.00/hr	195.00
8/27/2025	PKH	Email exchange re PAGA data and preparation of MOU.	0.30 975.00/hr	292.50
	LH	Conference with PKH and SMB re mediation analysis; review time and pay records for mediation.	6.70 450.00/hr	3,015.00
	PKH	Conference with SMB & LH re data analysis for mediation; review time and pay records and metrics provided by Zions.	6.00 975.00/hr	5,850.00
	SMB	Review and organize mediation production; meeting w/ PKH to discuss analysis needed for mediation brief; begin review of time and pay records.	6.60 900.00/hr	5,940.00
8/28/2025	SMB	Continue review of timekeeping and payroll records produced for mediation.	6.80 900.00/hr	6,120.00
	LH	Continue review of time and pay records for mediation.	7.00 450.00/hr	3,150.00
8/29/2025	SMB	Continue review of time and pay records for mediation.	6.90 900.00/hr	6,210.00
	PKH	Review analysis of records; draft mediation statement to send to Tripper Ortman; compile exhibits for statement.	7.00 975.00/hr	6,825.00

			Hrs/Rate	Amount
8/29/2025	LH	Continue review of records for mediation analysis; conference w/ SMB re the same.	7.60 450.00/hr	3,420.00
9/2/2025	PKH	Continue drafting mediation statement for Zions Banc; finalize statement and send to T. Ortman.	6.40 975.00/hr	6,240.00
9/3/2025	PKH	Attend mediation w/ Tripper Ortman; review MOU circulated by defense counsel.	8.50 975.00/hr	8,287.50
9/4/2025	PKH	Email exchange w/ defense counsel re MOU.	0.30 975.00/hr	292.50
9/10/2025	PKH	Review and revise MOU; circulate edits to defense counsel.	0.80 975.00/hr	780.00
9/16/2025	PKH	Review further edits to MOU; email exchange re the same.	0.60 975.00/hr	585.00
9/18/2025	PKH	Further revise MOU; email updated draft to defense counsel.	0.40 975.00/hr	390.00
9/25/2025	PKH	Email exchange re finalizing MOUs.	0.20 975.00/hr	195.00
10/2/2025	PKH	Telephone call with clients re [redacted]	0.70 975.00/hr	682.50
10/7/2025	PKH	Email to defense counsel re signed MOU.	0.10 975.00/hr	97.50
10/23/2025	SMB	Email to defense counsel re long form settlement agreement.	0.10 900.00/hr	90.00
10/28/2025	SMB	Email to settlement administrator re bid for PAGA settlement	0.20 900.00/hr	180.00
10/29/2025	SMB	Review and revise long-form PAGA settlement; send edits to defense counsel.	4.60 900.00/hr	4,140.00
11/10/2025	SMB	Review additional edits to long form agreement; further revise agreement and circulate updated draft to defense counsel.	1.40 900.00/hr	1,260.00
11/12/2025	SMB	Email exchange re finalizing long form settlement agreement.	0.30 900.00/hr	270.00
11/13/2025	SMB	Review and revise explanatory letter; send to defense counsel.	0.30 900.00/hr	270.00
	LH	Draft explanatory letter to be sent to aggrieved employees; send draft to SMB for review.	0.80 450.00/hr	360.00

			Hrs/Rate	Amount
11/17/2025	SMB	Email exchange w/ defense counsel re end of Settlement Period.	0.30 900.00/hr	270.00
11/24/2025	SMB	Telephone call with clients re [redacted]	0.80 900.00/hr	720.00
12/11/2025	SMB	Email exchange w/ defense counsel re signed settlement agreement.	0.20 900.00/hr	180.00
12/30/2025	SMB	Email exchange w/ defense counsel re PAGA approval motion.	0.10 900.00/hr	90.00
3/24/2026	LH	Review settlement agreement and begin drafting Motion for PAGA Settlement Approval, including introduction and procedural history.	4.60 450.00/hr	2,070.00
	SMB	Review and revise joint status report.	0.10 900.00/hr	90.00
	LH	Draft Joint Status Report; send to SMB for review.	0.50 450.00/hr	225.00
3/25/2026	SMB	Review minute order.	0.10 900.00/hr	90.00
	LH	Continue drafting PAGA Approval Motion including summary of settlement terms.	5.20 450.00/hr	2,340.00
3/26/2026	LH	Finalize draft of PAGA Approval Motion; draft supporting declarations and proposed order; circulate drafts to SMB for review.	6.80 450.00/hr	3,060.00
3/30/2026	SMB	Review and revise PAGA Approval Motion; review and declarations in support or approval motion.	6.70 900.00/hr	6,030.00
3/31/2026	SMB	Review and revise proposed order and judgment; circulate draft of motion to defense counsel.	0.80 900.00/hr	720.00
4/3/2026	SMB	Email exchange w/ defense counsel re PAGA approval motion.	0.20 900.00/hr	180.00
4/10/2026	SMB	Email exchange w/ opposing counsel re edits to proposed order.	0.20 900.00/hr	180.00
4/14/2026	SMB	Review finalized motion and supporting documents; approve for filing.	1.60 900.00/hr	1,440.00
6/22/2026	PKH	Review tentative ruling re PAGA approval motion.	0.30 975.00/hr	292.50
	LH	Review tentative ruling.	0.30 450.00/hr	135.00

			Hrs/Rate	Amount
6/22/2026	SMB	Review tentative ruling; discuss the same w/ PKH; email exchange re submitting on tentative ruling.	0.60 900.00/hr	540.00
6/23/2026	SMB	Email exchange w/ defense counsel re continued hearing date.	0.10 900.00/hr	90.00
9/9/2026	SMB	Email to defense counsel re supplemental briefing and amended agreement.	0.20 900.00/hr	180.00
9/15/2026	SMB	Telephone call with defense counsel re amended settlement agreement and supplemental briefing; email exchange re the same.	0.70 900.00/hr	630.00
	SMB	Revise settlement agreement and explanatory letter in accordance with tentative ruling; email the same to opposing counsel.	1.80 900.00/hr	1,620.00
9/18/2026	SMB	Email exchange re amended settlement agreement.	0.20 900.00/hr	180.00
9/23/2026	SMB	Email exchange re amended agreements.	0.20 900.00/hr	180.00
9/25/2026	SMB	Phone call with clients re [redacted]	0.90 900.00/hr	810.00
9/29/2026	SMB	Review tentative ruling and begin drafting supplemental briefing.	4.50 900.00/hr	4,050.00
9/30/2026	SMB	Continue drafting supplemental briefing in support of PAGA settlement approval; revise proposed order in accordance with tentative ruling.	3.70 900.00/hr	3,330.00
10/1/2026	PKH	Review and revise supplemental brief in support of PAGA approval.	0.70 975.00/hr	682.50
	SMB	Draft declaration in support of supplemental briefing; finalize drafts and send to PKH for review.	3.60 900.00/hr	3,240.00
		For professional services rendered	**326.40**	**$262,710.00**
		Balance due		**$262,710.00**

EXHIBIT G

LAFFEY MATRIX

History
Case Law
See the Matrix
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406

6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT H

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

October 01, 2026

Marina Cayon

Additional Charges :

			Qty/Price	Amount
2/22/2024	ALL	Filing fee for: LWDA. Order #: ORD-000272156	1 75.00	75.00
4/30/2024	IDLC	One Legal's filing fee for: Complaint (PAGA),Civil Case Cover Sheet,Summons Issued and Filed Order #: 22788068 Case #: 30-2024-01396627-CU-OE-CXC (PAGA only)	1 465.54	465.54
6/18/2024	IDLC	One Legal's filing fee for: Notice of Hearing Order #: 23139000 Case #: 30-2024-01396627-CU-OE-CXC (PAGA only)	1 17.71	17.71
6/21/2024	ALL	One Legal's filing fee for: Notice - Other - Complex Order #: 23142458 Case #: 30-2024-01396627-CU-OE-CXC (PAGA only)	1 1,047.21	1,047.21
6/25/2024	ALL	One Legal's filing fee for: Notice and Acknowledgment of Receipt Order #: 23203076 Case #: 30-2024-01396627-CU-OE-CXC (PAGA only)	1 17.71	17.71
6/26/2024	ALL	One Legal's filing fee for: Proof of e-Service Order #: 23209299 Case #: 30-2024-01396627-CU-OE-CXC (PAGA only)	1 17.71	17.71
10/7/2024	VG	One Legal's filing fee for: Stipulation and Order,Proposed Stipulation and Order Order #: 23868038 Case #: 30-2024-01396627-CU-OE-CXC (PAGA only)	1 41.51	41.51
10/22/2024	VG	One Legal's filing fee for: Notice of Non-Opposition - Complex Order #: 23981142 Case #: 30-2024-01396627-CU-OE-CXC (PAGA only)	1 19.82	19.82

			Qty/Price	Amount
10/24/2024	VG	One Legal's filing fee for: Status Conference Statement Order #: 24007094 Case #: 30-2024-01396627-CU-OE-CXC (PAGA only)	1 19.82	19.82
11/4/2024	ML	Orange County Document Purchase. Confirmation #: 04717G	1 7.50	7.50
11/5/2024	VG	One Legal's filing fee for: Notice of Ruling - Complex Order #: 24072521 Case #: 30-2024-01396627-CU-OE-CXC (PAGA only)	1 19.82	19.82
1/4/2025	VG	Ortman Mediation Mediation fee for mediation on February 6, 2025 Invoice #: 3126	1 15,000.00	15,000.00
4/23/2025	IO	One Legal's filing fee for: Status Conference Statement Order #: 25217752 Case #: 30-2024-01396627-CU-OE-CXC (PAGA only)	1 21.89	21.89
3/25/2026	ML	One Legal's Filing fee for Status Conference Statement Order #: 27799599	1 22.98	22.98
4/15/2026	ML	One Legal's Filing fee for Motion - Other,Declaration in Support,Declaration in Support,Declaration - Other,Declaration in Supp Order #: 27973110	1 86.11	86.11
7/8/2026	BP	One Legal's Filing fee for: Notice of Ruling Order #: 28627508	1 22.98	22.98
		Total additional charges		**$16,903.31**
		Balance due		**$16,903.31**

EXHIBIT I

Mailing Address:
5100-B1 Clayton Road #368
Concord, California 94521
www.ortmanmediation.com
Remittance Email: shante@ortmanmediation.com

Invoice No. 3126
Mediation Date: February 6, 2025
Case Name: Marina Cayon vs. Zions Bancorporation, National Association
Kristine Reesor vs. Zions Bancorporation, National Association

January 4, 2025

INVOICE SUMMARY

Haines Law Group, APC $15,000.00

Seyfarth Shaw LLP $15,000.00
(Defense: If this invoice is paid by the Employer, please pay the Employer's portion ONLY – NOT the total amount of the invoice.)

Total Fees (combined amongst all parties) $30,000.00

PAYMENT DUE: January 17, 2025

Please return **THIS COPY** with your **PAYMENT** and **INVOICE NUMBER** on Payment.
IF PAYING BY WIRE TRANSFER/ACH, please reference case name and invoice number.
OUR TAX ID NUMBER IS: 82-1691801

PAYMENT BY CHECK SHOULD BE SENT TO:

Ortman Mediation, Inc.
5100-B1 Clayton Road #368
Concord, California 94521-3165

PAYMENT BY WIRE TRANSFER/ACH SHOULD BE MADE AS FOLLOWS:

Bank Name: [redacted]
Account Name: [redacted]
Account Number: [redacted]
ABA Wire Payment/Routing Number: [redacted]
Swift Code: [redacted]

ENTERED IN TIMESLIPS
Date: 1-6-2025
Initials: VG
Case #: 3117
Client: Cayon, Marina

PAID Check No. 1037
Amount $15,000.00
Date 1/15/2025

Fedex # 771432587975