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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

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| MARINA CAYON and KRISTINE REESOR, as individuals and on behalf of all other aggrieved employees,<br><br>Plaintiffs,<br><br>vs.<br><br>ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a Utah corporation; and DOES 1 through 100,<br><br>Defendants. | Case No. 30-2024-01396627-CU-OE-CXC<br><br>[*Assigned to the Hon. David A. Hoffer, Dept. CX103*]<br><br>**DECLARATION OF SEAN M. BLAKELY IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT AND REASONABLE ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**<br><br>Date: June 22, 2026<br>Time: 1:30 p.m.<br>Dept.: CX103<br><br>Reservation No.: 74824001<br><br>Complaint Filed: April 29, 2024<br>Trial Date: None Set |

## DECLARATION OF SEAN M. BLAKELY

I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiffs Marina Cayon and Kristine Reesor ("Plaintiffs") and the Aggrieved Employees 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. I am a 2008 graduate of Southwestern Law School. I was admitted to the California State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein & Marias, I assisted trial attorneys in employment and personal injury cases. From September 2011 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused on representing employees in wage and hour class actions. My work at Mahoney Law Group, APC also included representing employees in individual claims for wrongful termination, harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I performed at Mahoney Law Group, APC included: conducting client intakes performing pre-filing research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and defending depositions, analyzing payroll and timekeeping records and employee handbooks, opposing motions for summary judgment, as well as a variety of other motions such as motions for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to quash, and motions for class certification, drafting mediation briefs, attending mediations, drafting long-form settlement agreements, drafting motions for preliminary and final settlement approval, and overseeing the notice process.

3. Since November 8, 2016, I have worked at my current firm, Haines Law Group, APC, where, in 2020, I became a Partner. I am currently responsible for managing over fifty (50) active wage and hour class and representative PAGA actions in both state and federal court.

4. The following is a non-exhaustive list of wage and hour class actions in which I have been appointed as class counsel and/or played a significant role in prosecuting the litigation, and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al,* Case No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding (granted final approval of settlement on behalf of employees at rehabilitation facility involving claims for unpaid wages and meal and rest period violations, and other claims, in which I was approved at an hourly rate of $325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance Medical Center, Inc*., California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement on behalf of healthcare workers for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $325 for work performed in 2012-2013); *Arteaga v. Command Center Security, Inc.,* Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving claims for unpaid overtime, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2012-2015); *Casadine v. Maxim Healthcare Services, Inc*., Case No. CV 12-10078-DMG (CWx), United States District Court, Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement on behalf of home health care employees involving claims for unpaid wages and other claims, in which I was approved at an hourly rate of $425 for work performed in 2012-2015); *Guzman v. Andrew Lauren Interiors, Inc.*, *et al*., Case No. BC567757, California Superior Court, Los Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf of construction workers involving claims for unpaid wages, meal and rest period violation, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2014-2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior

Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and related violations, approved at hourly rate of $475 for work performed in 2016 and 2017); *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees of a chemical manufacturing company involving claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*, Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F. Highberger presiding (granting final approval of settlement involving claims for wage statement violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement on behalf of direct support professionals involving claims for unpaid wages, meal and rest period violations, wage statement violations, and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County, Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of manufacturing employees involving claims for unpaid wages, meal period violations, rest period violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No. RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on behalf of non-exempt employees of a freight railcar manufacturer involving claims for unpaid overtime and minimum wages, meal period violations, and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement involving claims for unpaid overtime and minimum wages, rest period violations, wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge

Amy D. Hogue presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons and other employees involving claims for unpaid wages, meal and rest period violations, unreimbursed business expenses, and other claims); and *Matthew Tovar, et al. v. Rentokil North America, Inc*., Case No. BC676386, California Superior Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc*., Case No. CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman presiding (granting final approval of settlement on behalf of sales development representatives involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy Aguilar, et al. v. Aero Port Services, Inc*., Case No. BC659234, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for meal and rest period violations, and other claims); *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al*., Case No. RIC1709905, California Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period violations, unreimbursed business expenses, and penalty claims).

5. I have also moved to certify and have received an order certifying a class action in *Ontiveros v. Safelite Fulfillment, Inc., et al*., Case No. CV 15-7118-DMG (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for rest period violations, wage statement violations, meal period violations, and overtime and double-time violations); *Vazquez v. Kraft Heinz Foods Company,* Case No. 16-CV-02749-WQH (BLM), United States District Court, Southern District of California, Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes, wage

statement class, and waiting time penalty class); *McDonald, et al. v. Sierra Pacific Industries,* Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); and *Rosales v. Laclede, Inc.*, Case No. 20STCV01184, Los Angeles Superior Court, Hon. Stuart M. Rice, presiding (certifying three classes for meal period violations, unpaid wages, and waiting time penalties).

6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year. In each year from 2024-2026, Thomson Reuters recognized me as a "Super Lawyer" in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

7. As counsel for Plaintiffs and the Aggrieved Employees in this case, I have been intimately involved in every aspect of this case, and I believe the proposed Settlement is a favorable result for the Aggrieved Employees and the State of California.

8. Defendant Zions Bancorporation, National Association ("Zions" or "Defendant") Zions is in the business of providing financial services to both commercial and private clients, including mortgage lending.

9. On February 22, 2024, Plaintiffs sent their PAGA notice letter to the California Labor & Workforce Development Agency ("LWDA"). Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiffs' letter to the LWDA. On that same day, Plaintiffs filed an action in the Superior Court County of Orange in the matter entitled *Marina Cayon, et al v. Zions Bancorporation, National Associates*, Case No. 30-2024-01381383-CU-OE-WJC, alleging individual causes of action for failure to pay all overtime wages, meal and rest period violations, and wage statement violations.

10. On April 29, 2024, after exhausting their pre-filing PAGA requirements under Labor Code § 2699.3(a)(2)(A), Plaintiffs filed a Representative Action Complaint (the "Action") in this Court, alleging a single cause of action for civil penalties under the PAGA.

11. Plaintiffs' individual claims were ultimately submitted to arbitration, and the Parties extensively litigated Plaintiffs' individual claims in arbitration before the Hon. Glenda Sanders (Ret.). All parties conducted significant written discovery in arbitration, and the parties agreed to attend a private mediation in an attempt to resolve Plaintiffs' individual claims and Plaintiffs' PAGA claims. Prior to mediation, Zions produced significant discovery which enabled Plaintiffs to evaluate the PAGA claim. Zions produced a 20% random sampling of Aggrieved Employees' timekeeping and payroll records, the total number of Aggrieved Employees employed by Zions during the PAGA Period, the total number of aggregate pay periods worked by Aggrieved Employees during the PAGA Period, as well as other documents and information, in order for Plaintiffs' counsel to investigate Plaintiffs' allegations and value the claims prior to mediation. Plaintiffs' counsel conducted a comprehensive analysis of the data produced by Zions to calculate Zions' potential PAGA exposure.

12. On September 3, 2025, the Parties participated in mediation with Tripper Ortman, Esq., a well-respected wage and hour mediator, in an effort to resolve Plaintiffs' PAGA claims. During mediation, the Parties vigorously debated Plaintiffs' ability to proceed on a representative basis, the legal basis for Plaintiffs' claims and Zions' defenses, the potential amount of penalties, and the Parties' data analyses and conclusions based thereon. With the assistance of Mr. Ortman, the Parties agreed to fully and finally resolve Plaintiffs' PAGA claims. Over the following months, the Parties negotiated and finalized the Settlement now before the Court.

13. A true and correct copy of the fully-executed PAGA Settlement Agreement ("Settlement Agreement") is attached hereto as **Exhibit 1**. The proposed Explanatory Letter to be mailed to Aggrieved Employees with their settlement payments is attached as **Exhibit A** to the Settlement Agreement. The Settlement provides for a non-reversionary Gross Settlement Amount of $464,552.00. After deducting amounts for requested attorneys' fees ($154,850.67), litigation costs ($16,948.77), Service Awards ($10,000.00 to each Plaintiff for a total of $20,000.00), and settlement administration costs ($7,250.00), the Settlement provides for a PAGA Penalties Fund of approximately $265,502.56, with $199,126.92 paid to the LWDA and $66,375.64 distributed to the Aggrieved Employees. There are approximately 854 Aggrieved Employees, resulting in

average Settlement Payments of approximately $77.72 to each Aggrieved Employee. The Escalator Clause in the Settlement Agreement provides that there are approximately 42,232 Pay Periods worked during the Settlement Period. Defendant has elected to end the Settlement Period to correspond to the last date on which the total number of Pay Periods is not in excess of 44,344, which Defendant represented is December 5, 2025. Accordingly, the Gross Settlement Amount will not be increased, and the Settlement Period will be February 22, 2023 through December 5, 2025.

14. Although Plaintiffs steadfastly maintain their claims are meritorious, Plaintiffs acknowledge that there are substantial risks and uncertainty in proceeding to trial. For example, Plaintiffs allege that Zions failed to pay them and other Aggrieved Employees for all hours worked, including (but not limited to) by requiring and/or permitting employees to work while off-the-clock. Plaintiffs allege that this failure resulted in them and other Aggrieved Employees not being paid all required minimum and overtime wages. Zions counters that their timekeeping policies/practices complied with California law and that it has always properly compensated Aggrieved Employees for all hours worked throughout the Settlement Period. Zions further argues no pre-shift or post-shift work was actually being performed, and therefore, employees were paid for all hours actually worked. Finally, Zions also asserts that Plaintiffs' timekeeping claims are not suited for representative treatment, as its timekeeping policies/practices are compliant and individualized inquiries would be necessary as to whether employees in fact were actually working when they were not clocked in.

15. With respect to Plaintiffs' meal period claims, Plaintiffs allege that they and other Aggrieved Employees were often provided with late, short, and/or interrupted meal periods. Specifically, Plaintiffs allege, they and other Aggrieved Employees were routinely interrupted during their off-duty meal periods and required to respond to emergent work issues during their off-duty meal periods. Moreover, Plaintiffs and other Aggrieved Employees are often required to begin their meal periods after the fifth hour of work because they have to assist clients at those times. Zions counters that it maintained compliant written meal period policies throughout the Settlement Period and provided compliant meal periods in line with those policies. Zions

specifically argues that its timekeeping records show a high percentage of compliant meal periods. Zions further contends that it has always provided employees with the opportunity to take meal periods and is not required to ensure they are taken. Finally, Zions maintains Plaintiffs' meal period claim is not suited for representative treatment, since individual inquiries would be needed to assess which employees, if any, took non-compliant or missed meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee did not take a meal period on a particular shift.

16. With respect to Plaintiffs' rest period claims, Plaintiffs allege that they and Aggrieved Employees were rarely relieved of all duty during their rest periods for the same reasons underlying their meal period claims. Zions contends that it has maintained and enforced compliant written rest period policies throughout the Settlement Period and has always authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or major fraction thereof, as required under the Wage Order, and that any failure to take rest periods was a result of employee choice rather than any Zions' policy and/or practice. Zions further argues that Plaintiffs' rest period claim is not amenable to representative treatment, since individual inquiries would be required to determine which employees failed to take rest periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. These manageability concerns are especially present with respect to rest period claims, Zions argues, given that rest periods are not, and need not, be recorded.

17. As a result of Zions' alleged failure to pay all wages and all meal and rest period premiums, Plaintiffs allege derivative PAGA claims for failure to issue accurate and itemized wage statements and failure to pay all wages owed at separation of employment. In response, Zions argues that Plaintiffs' underlying claims will fail and, as a result, the derivative claims will also fail. Zions also argues that any alleged wage statement violations were not "knowing and intentional," and Plaintiffs cannot show that they or other employees "suffer[ed] injury" due to the alleged wage statement violations, as required by Labor Code § 226(e) for the imposition of penalties. Further, Zions contends its wage statements always accurately reflected hours worked and amounts paid as well as all other required information, precluding liability for wage statement

penalties. Zions also maintains that any "derivative" PAGA claims for violations of Labor Code Sections 226 would be entirely duplicative and would be unlikely to be awarded in any significant manner by a Court.

18. Zions further maintains that even if the Court awarded PAGA penalties for any of the alleged violations, it would substantially reduce the penalties based on the discretionary factors in Labor Code § 2699(e)(2). Indeed, Zions argue, many courts have reduced PAGA penalties drastically where, as here, the employer presented good-faith defenses and attempted to comply with the law.

19. Based on data provided by Zions, there were approximately 44,344 Pay Periods worked by the Aggrieved Employees during the Settlement Period. Therefore, assuming that Plaintiffs could prove at least one Labor Code violation in every pay period during the Settlement Period, Plaintiffs calculated Zions' <u>maximum</u> PAGA exposure at $4,434,400 (44,344 pay periods * $100 per violation). In light of Zions' arguments and defenses described above, Plaintiffs discounted that figure by 50% for a risk of losing on the merits and/or not recovering a PAGA penalty in each and every pay period, and by an additional 75% for risk of the Court reducing penalties, to arrive at a realistic exposure of approximately $554,300. In the face of Zions' defenses on the merits and the Court's discretion to reduce PAGA penalties, Plaintiffs felt that the negotiated settlement of $464,552, which represents approximately 84% of Plaintiffs' reasonably forecasted total recovery, was clearly in the best interests of the LWDA and the Aggrieved Employees and was well within the range of reasonableness.

20. The request for administration costs of $7,250.00 is also fair and reasonable. ILYM Group, Inc. ("ILYM") was selected because it is an experienced settlement administrator and returned a reasonable bid. Moreover, ILYM will perform several important functions that are integral to the implementation of the Settlement. As detailed in the declaration of Anthony Rogers, submitted concurrently with this Motion, ILYM will perform duties in connection with this Settlement that are integral in effectuating the Settlement and the process of notifying the Aggrieved Employees. Among other things, ILYM will calculate each Settlement Payment, update addresses contained in Zions' data, format the Explanatory Letter, and otherwise prepare

it for mailing, mail the Explanatory Letter to the Aggrieved Employees, keep the Parties informed of the status of the mailing, and otherwise administer the Settlement. Its requested fee is therefore reasonable and should be approved.

21. My office is requesting attorneys' fees of one-third of the Gross Settlement Amount (i.e., $154,850.67). My office has spent considerable time prosecuting this matter, including performing an extensive analysis and extrapolation of the data and information produced by Zions, using this analysis to evaluate Plaintiffs' claims, and drafting a comprehensive mediation brief. My office also attended a full-day mediation, and expended significant effort in preparing settlement documents, this Motion and supporting documents, and will oversee the settlement administration process. Based on my experience in similar wage and hour class and representative PAGA actions in California state courts, fee awards in matters such as this one generally equal about one-third of the gross recovery. In addition, and as explained below and in the accompanying Motion, the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent basis. Given the considerable potential for adverse outcomes in this case, including but not limited to, losing on merits issues, the contingent risk borne by my office in this case was great. Moreover, as discussed below, counsel has advanced $16,948.77 in litigation costs on a contingency basis, which also carried risk because my office would not recoup its costs in the event Plaintiffs did not prevail in this lawsuit. This case also involved nuanced legal issues, including the legality of Zions' timekeeping practices and obligations to "provide" meal periods and "authorize and permit" rest periods, as well as the availability and amount of PAGA civil penalties for the alleged Labor Code violations. Zions was also represented by experienced wage-and-hour litigation counsel. Thus, the requested fee award is fair, reasonable and adequate and should be approved.

22. Since undertaking representation of Plaintiffs, my office has dedicated substantial resources to this litigation without receiving any compensation to date. My office has incurred $16,948.77 in costs, including an anticipated $88.19 cost for the filing and service of this instant motion. A detailed line-item report of the costs incurred by my office in connection with this case is attached hereto as **Exhibit 3**. These costs include filing fees, copying costs, mediation fees, and

other expenses that were all reasonably incurred and were necessary to further the prosecution of this case on behalf of the State of California and the Aggrieved Employees.

23. I believe the requested Service Awards of $10,000.00 to each Plaintiff for a total of $20,000.00 are reasonable given Plaintiffs' efforts in this case and the risks they undertook on behalf of Aggrieved Employees and the State of California. Plaintiffs provided substantial factual information and documents to counsel, assisted in identifying potential witnesses, and participated in numerous discussions with Plaintiffs' Counsel regarding the case. Accordingly, I believe Plaintiffs' requested Service Awards are reasonable and should be approved.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 14, 2026, at El Segundo, California.

Sean Blakely

Sean M. Blakely

# EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE COUNTY

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| 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"),<br><br>Plaintiffs,<br><br>vs.<br><br>ZIONS BANCORPORATION, NATIONAL ASSOCIATION, and DOES 1 through 100,<br><br>Defendant. | Case No. 30-2024-01396627-CU-OE-CXC<br><br>**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 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, 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.

## 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 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, 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 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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: Nov 24, 2025

Marina Cayon (Nov 24, 2025 12:08:24 PST)

Marina Cayon

**PLAINTIFF**

Dated: ____________________

____________________________

Kristine Reesor

**DEFENDANT**

Dated: 11/18/2025

Bradley Aserlind

Name:

**Zions Bancorporation, National Association**

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: Nov 24, 2025

Kristine Reesor
Kristine Reesor (Nov 24, 2025 15:30:28 PST)
Kristine Reesor

**DEFENDANT**

Dated: 11/18/2025

Bradley Aserlind
Name:
**Zions Bancorporation, National Association**

**APPROVED AS TO FORM**

**HAINES LAW GROUP, APC**

Dated: November 24, 2025

Paul Haines
Attorneys for Plaintiffs

**SEYFARTH SHAW LLP**

Dated: 11/19/2025

Andrew M. McNaught
Attorneys for Defendant

# EXHIBIT A

**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 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. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the civil penalty 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. 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").

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

# EXHIBIT 2

February 22, 2024

**VIA LWDA WEBSITE**

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Marina Cayon, et al., v. Zions Bancorporation, National Association*

To Whom It May Concern:

Please be advised that this law firm represents Marina Cayon ("Ms. Cayon") and Kristine Reesor ("Ms. Reesor") in claims arising from their employment with Zions Bancorporation, National Association; and Does 1 through 100 (collectively "Zions Bancorporation"). Ms. Cayon and Ms. Reesor are "aggrieved employees" as defined by Labor Code Section 2698 *et seq*., due to Zion Bancorporation's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" include all of Zion Bancorporation's non-exempt employees who worked for Zions Bancorporation in California during the one year immediately preceding the date of this letter through the present.

Zions Bancorporation is in the business of providing financial services to both commercial and private clients, including mortgage lending. Ms. Cayon and Ms. Reeser have been employed in the non-exempt position of "Mortgage Lender" (or similarly titled position).

During Ms. Cayon's and Ms. Reeser's employment with Zions Bancorporation, Ms. Cayon, Ms. Reeser, and other aggrieved employees have regularly worked over 8 hours per workday, 40 hours per workweek, and/or 12 hours per workday, but have only rarely received overtime compensation equal to one and one-half times their regular rate of pay for working overtime hours, and/or double their regular rate of pay for working over 12 hours in a workday, due to Zions Bancorporation's policies/practices, which precluded them from recording the overwhelming majority of their overtime hours worked.

Prior to approximately July 2023, Ms. Cayon, Ms. Reeser, and other aggrieved employees were told by their managers not to record their overtime hours worked. When filling out their timesheets, Ms. Cayon, Ms. Reeser, and other aggrieved employees were told to simply indicate that they had worked for a set schedule of eight hours in the day, regardless of the number of hours they had actually worked.

In the period lasting from approximately 2020 to 2022, Ms. Cayon, Ms. Reeser, and other aggrieved employees were required to manage anywhere from 30 to 60 loans at a time of high demand in the mortgage lending industry. Strict compliance deadlines required Ms. Cayon, Ms. Reeser, and other aggrieved employees to work long hours in order to timely process loan estimates to potential borrowers, in addition to sending out all loan disclosures, lock in rates, manually upload financials as well as pre underwrite the file.

As a result of Zions Bancorporation' unlawful policies/practices, Zions Bancorporation has failed to compensate Ms. Cayon, Ms. Reeser, and other aggrieved employees for all overtime wages owed. Ms. Cayon, Ms. Reeser, and other aggrieved employees have not received any hourly compensation at all for hundreds of hours of overtime work that they performed during the relevant time period.

Specifically, Ms. Cayon, Ms. Reeser, and other aggrieved employees receive non-discretionary incentive pay, including commissions, "Residential Mortgage Commission Plan", and/or other forms of pay that are not excludable from an employee's "regular rate" of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). On the extremely rare occasions when Ms. Cayon, Ms. Reeser, and other aggrieved employees were paid any overtime, Zions Bancorporation failed to properly calculate Ms. Cayon's, Ms. Reeser's, and other aggrieved employees' "regular rate" of pay, thereby causing Ms. Cayon, Ms. Reeser, and other aggrieved employees to be underpaid for their overtime wages.

Prior to approximately July 2020, Ms. Cayon, Ms. Reeser, and other aggrieved employees used written timesheets to record their hours worked, but starting in approximately July 2020, Zions Bancorporation adopted a computerized timekeeping system for recording employees' hours worked. Even after the transition to computerized timekeeping, Ms. Cayon, Ms. Reeser, and other aggrieved employees continued to manually prepare written electronic timesheets that only showed the authorized hours worked, usually eight per day, regardless of the number of hours they had actually worked.

In approximately July 2023, Ms. Cayon and Ms. Reeser became aware that other employees working for Zions Bancorporation in the same or similar positions were being regularly paid for some or all of their overtime hours. After communicating with management about the disparity of Zions Bancorporation' policy/procedure regarding the payment of overtime wages to Ms. Cayon and Ms. Reeser as opposed to the payment of overtimes wages to other employees, Ms. Cayon and Ms. Reeser began recording their overtime hours using Zions Bancorporation's computerized time-punch system.

Zions Bancorporation has also failed to provide Ms. Cayon, Ms. Reeser, and other aggrieved employees with all legally compliant meal periods because they have failed to provide Ms. Cayon, Ms. Reeser, and other aggrieved employees with a timely full 30-minute meal period commencing before the end of the fifth hour of work, and/or a second 30-minute meal period for shifts of over 10.0 hours. Due to the nature of their work, Ms. Cayon, Ms. Reeser, and other aggrieved employees were often required to work through their meal periods or to begin their meal periods after the fifth hour of work because they had to assist clients at those times. Zions Bancorporation failed to compensate Ms. Cayon, Ms. Reeser, and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Zions Bancorporation has also failed to authorize and permit Ms. Cayon, Ms. Reeser, and other aggrieved employees to take all legally compliant rest periods. Upon information and belief, Zions Bancorporation have often required Ms. Cayon, Ms. Reeser, and other aggrieved employees to work through their rest periods due to the demands of their work, and as a result, Zions Bancorporation often failed to authorize and permit Ms. Cayon, Ms. Reeser, and other aggrieved employees to take any duty-free rest periods at all. Further, even though Ms. Cayon, Ms. Reeser, and other aggrieved employees have often worked over shifts of over 10.0 hours, Zions Bancorporation has failed to authorize and permit a third rest period for shifts of over 10.0 hours. On those occasions when Ms. Cayon, Ms. Reeser, and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods to which they were entitled, Zions Bancorporation failed to compensate Ms. Cayon, Ms. Reeser, and other aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

Furthermore, Zions Bancorporation required Ms. Cayon, Ms. Reeser, and other aggrieved employees to work multiple times during their paid vacations. Ms. Cayon, Ms. Reeser, and other aggrieved employees worked during their paid vacations, they did not record their hours worked at all.

As a result of Zions Bancorporation' failure to pay all overtime wages and meal and rest period premium wages earned, Zions Bancorporation have maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Cayon, Ms. Reeser, and other aggrieved employees.

As described above, Zion Bancorporation committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 4 ("Wage Order 4"):

<u>Overtime Wage Violations</u>

Zion Bancorporation was required to pay Ms. Cayon, Ms. Reeser, and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 4, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, Zion Bancorporation caused Ms. Cayon, Ms. Reeser, and other aggrieved employees to work overtime hours but did not compensate Ms. Cayon, Ms. Reeser, and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Ms. Cayon, Ms. Reeser, and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Zion Bancorporation failed to provide Ms. Cayon, Ms. Reeser, and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Ms. Cayon, Ms. Reeser, and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, Zion Bancorporation also failed to authorize and permit Ms. Cayon, Ms. Reeser, and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. As a result, Ms. Cayon, Ms. Reeser, and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Zion Bancorporation was required to furnish Ms. Cayon, Ms. Reeser, and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 4, § 7. As a result of Zion Bancorporation's failure to pay all overtime and double-time wages, and failure to pay all required meal and rest period premium wages, Zion Bancorporation maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Cayon, Ms. Reeser, and other aggrieved employees in violation of Labor Code § 226. Zion Bancorporation's failure to comply with its wage statement obligations was knowing and intentional, and Ms. Cayon, Ms. Reeser, and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Zion Bancorporation failed to timely pay other aggrieved employees all of their final wages at the time of separation, which included all overtime and double-time wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Zion Bancorporation's failure to pay all final wages due to aggrieved employees was willful and, consequently, entitles aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Zion Bancorporation failed to pay their final wages after their separation, up to a maximum of thirty days.

As "aggrieved employees," Ms. Cayon and Ms. Reeser will initiate a civil action on behalf of themselves and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Cayon's and Ms. Reeser's own investigation, and on information and belief, Zion Bancorporation committed and continues to commit the following Labor Code violations:

a. Zion Bancorporation violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Cayon, Ms. Reeser, and other aggrieved employees all overtime compensation earned;

b. Zion Bancorporation violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Cayon, Ms. Reeser, and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

c. Zion Bancorporation violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Cayon, Ms. Reeser, and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Cayon, Ms. Reeser, and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

d. Zion Bancorporation violated Labor Code § 226 by failing to furnish Ms. Cayon, Ms. Reeser, and other aggrieved employees with accurate and compliant itemized wage statements;

e. Zion Bancorporation violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to aggrieved employees;

f. Zion Bancorporation violated Labor Code § 204 by failing to pay Ms. Cayon, Ms. Reeser, and other aggrieved employees all wages earned at least twice during each calendar month; and

g. Zion Bancorporation violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Cayon, Ms. Reeser, and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Zion Bancorporation if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

Paul K. Haines

cc: Zion Bancorporation, National Association (via certified mail)

UNITED STATES POSTAL SERVICE ®

# PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 02/23/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8350 1482 94

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 02/22/2024 16:37

ORIGINAL INTENDED RECIPIENT:

ZIONS BANCORPORATION NATIONAL ASSOCIATION
C/O: CSC-LAWYERS INCORPORATING SERVICE
2710 GATEWAY OAKS DR STE 150N
SACRAMENTO CA 95833-3502

The above information represents information provided by the United States Postal Service.

UNITED STATES POSTAL SERVICE

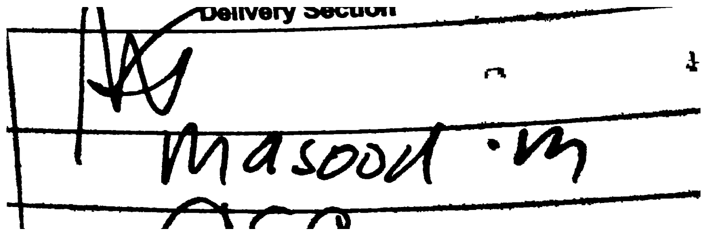
Mailer: Haines Law Group

Date Produced: 03/14/2024

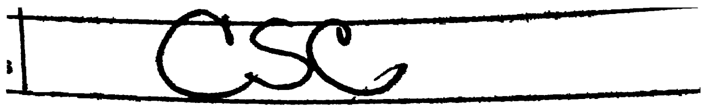
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8350 1482 94. Our records indicate that this item was delivered on 02/28/2024 at 10:44 a.m. in SACRAMENTO, CA 95811. The scanned image of the recipient information is provided below.

Signature of Recipient :
(Authorized Agent)




Address of Recipient :

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Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file
as shown below:

ZIONS BANCORPORATION NATIONAL ASSOCIATION
C/O: CSC-LAWYERS INCORPORATING SERVICE
STE 150N
2710 GATEWAY OAKS DR
SACRAMENTO CA 95833-3502

Customer Reference Number: C4822401.28968820

# EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

March 31, 2026

Marina Cayon

**Additional Charges :**

| | | | Qty/Price | Amount |
|---|---|---|---|---|
| 1/31/2024 | ALL | Postage for January, 2024. | 1<br>28.72 | 28.72 |
| | ALL | Copying cost for January, 2024. | 12<br>0.25 | 3.00 |
| 2/22/2024 | ALL | Filing fee for: LWDA.<br>Order #: ORD-000272156 | 1<br>75.00 | 75.00 |
| 2/29/2024 | ALL | Postage for February, 2024. | 1<br>7.60 | 7.60 |
| | ALL | Copying cost for February, 2024. | 7<br>0.25 | 1.75 |
| 4/30/2024 | IDLC | One Legal's filing fee for: Complaint (PAGA),Civil Case Cover Sheet,Summons Issued and Filed<br>Order #: 22788068<br>Case #: 30-2024-01396627-CU-OE-CXC (PAGA only) | 1<br>465.54 | 465.54 |
| 5/31/2024 | ALL | Postage for May, 2024. | 1<br>3.23 | 3.23 |
| | ALL | Copying cost for May, 2024. | 30<br>0.25 | 7.50 |
| 6/18/2024 | IDLC | One Legal's filing fee for: Notice of Hearing<br>Order #: 23139000<br>Case #: 30-2024-01396627-CU-OE-CXC (PAGA only) | 1<br>17.71 | 17.71 |
| 6/21/2024 | ALL | One Legal's filing fee for: Notice - Other - Complex<br>Order #: 23142458<br>Case #: 30-2024-01396627-CU-OE-CXC (PAGA only) | 1<br>1,047.21 | 1,047.21 |

| | | | Qty/Price | Amount |
|---|---|---|---|---|
| 6/25/2024 | ALL | One Legal's filing fee for: Notice and Acknowledgment of Receipt<br>Order #: 23203076<br>Case #: 30-2024-01396627-CU-OE-CXC (PAGA only) | 1<br>17.71 | 17.71 |
| 6/26/2024 | ALL | One Legal's filing fee for: Proof of e-Service<br>Order #: 23209299<br>Case #: 30-2024-01396627-CU-OE-CXC (PAGA only) | 1<br>17.71 | 17.71 |
| 10/7/2024 | VG | One Legal's filing fee for: Stipulation and Order,Proposed Stipulation and Order<br>Order #: 23868038<br>Case #: 30-2024-01396627-CU-OE-CXC (PAGA only) | 1<br>41.51 | 41.51 |
| 10/22/2024 | VG | One Legal's filing fee for: Notice of Non-Opposition - Complex<br>Order #: 23981142<br>Case #: 30-2024-01396627-CU-OE-CXC (PAGA only) | 1<br>19.82 | 19.82 |
| 10/24/2024 | VG | One Legal's filing fee for: Status Conference Statement<br>Order #: 24007094<br>Case #: 30-2024-01396627-CU-OE-CXC (PAGA only) | 1<br>19.82 | 19.82 |
| 10/31/2024 | ML | Copying cost for October, 2024. | 10<br>0.25 | 2.50 |
| | ML | Postage for October, 2024. | 1<br>8.44 | 8.44 |
| 11/4/2024 | ML | Orange County Document Purchase. Confirmation #: 04717G | 1<br>7.50 | 7.50 |
| 11/5/2024 | VG | One Legal's filing fee for: Notice of Ruling - Complex<br>Order #: 24072521<br>Case #: 30-2024-01396627-CU-OE-CXC (PAGA only) | 1<br>19.82 | 19.82 |
| 1/4/2025 | VG | Ortman Mediation<br>Mediation fee for mediation on February 6, 2025<br>Invoice #: 3126 | 1<br>15,000.00 | 15,000.00 |
| 1/20/2025 | ML | FedEx costs for January 2025.<br>Invoice #: 4-800-83617 | 1<br>16.35 | 16.35 |
| 4/23/2025 | IO | One Legal's filing fee for: Status Conference Statement<br>Order #: 25217752<br>Case #: 30-2024-01396627-CU-OE-CXC (PAGA only) | 1<br>21.89 | 21.89 |
| 7/31/2025 | ML | Copying cost for July, 2025. | 3<br>0.25 | 0.75 |
| 8/31/2025 | ML | FedEx costs for August 2025<br>Invoice #: 4-969-54117 | 1<br>9.25 | 9.25 |

| | | | Qty/Price | Amount |
|---|---|---|---|---|
| 3/31/2026 | ML | Copying cost for March, 2026. | 1<br>0.25 | 0.25 |

| | |
|---|---|
| **Total additional charges** | **$16,860.58** |
| **Balance due** | **$16,860.58** |