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Attorneys for Plaintiff GILBERT CASTELLON on behalf of himself and all similarly situated aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

GILBERT CASTELLON, an individual, on behalf of all similarly situated aggrieved employees, Plaintiff, v. PRIORITY PLUS FINANCIAL, LLC., a California limited liability company; and DOES 1-50, inclusive, Defendants.	Case No.: 30-2024-01375043-CU-OE-CXC **SUPPLEMENTAL DECLARATION OF JOHN J. WEBER ISO MOTION FOR APPROVAL OF SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") CLAIMS** **Date: May 11, 2026** **Time: 1:30 P.M.** **Judge: Hon. David A. Hoffer** **Dept.: CX-103** *Complaint Filed: January 22, 2024*

I, JOHN J. WEBER, declare:

1. I am an attorney in the law firm of Keegan & Baker, LLP counsel of record for the PAGA Plaintiff GILBERT CASTELLON ("Plaintiff"). As such, I am fully familiar with the facts, pleadings, and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I would testify competently and consistently to the matters stated herein.

2. This Supplemental Declaration is submitted in support of Plaintiff's pending Motion for Approval of Settlement of Private Attorneys General Act of 2004 Claims (the "Motion for Approval") to address issues raised in the Court's January 12, 2026 Tentative Ruling.

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3. To avoid repetition and expedite the Court's review, this Supplemental Declaration references back to my original Declaration filed on DATE [ROA # 62] filed in support of Plaintiff's Motion for Approval, and seeks to add further detail to efficiently and adequately address the Court's concerns.

FUNCTIONAL RESULT OF RESOLVING THE COURT'S CONCERNS

4. To facilitate the Court's review and analysis, Plaintiff provides the following updated summary of relevant settlement figures as modified in response to the Court's concerns. As explained in greater detail below, the resulting allocations are as follows:

Gross Settlement Fund:	**$319,000.00**
Attorneys' Fees Award:	-$95,700.00
Litigation Costs:	-$6,693.05
Settlement Administration:	-$2,750.00
Enhancement Award:	-$5,000.00
PAGA Penalty Fund:	**$208,856.95**
75% to LWDA:	$156,642.71
25% to PAGA Members:	$52,214.24

5. These updated figures reflect the resolution of the issues identified by the Court related to the confirmation of pay periods and PAGA Members, request for attorneys' fees capped at 30% of the Gross Settlement Amount, and an enhancement award request of $5,000. A detailed explanation of how these and all other pending issues were resolved is set forth below.

ISSUES IDENTIFIED BY THE COURT AND RESOLUTIONS

ISSUE NO. 1:

Plaintiff's Counsel's Attorneys' Fees and Fee Request Exceeding 30%

6. It its Tentative Ruling, the Court noted: "Plaintiff has not submitted his attorneys' bills or a detailed hourly breakdown of his attorneys' hours to support the court's review of plaintiff's attorneys' fees request. Plaintiff is required to provide sufficient information to support the court's lodestar cross-check of the fee request. Further, the court is inclined to grant approval of an attorneys' fees request of only 30% of the gross settlement amount, which the court finds fair,

adequate and reasonable for the settlement of this size."

ISSUE NO. 1 RESOLUTION:

Plaintiff's Counsel's Fee Breakdown for Lodestar Cross-Check and Reduced Fee Request

7. My office devoted substantial time and resources to the investigation, evaluation, and resolution of this matter, as well as to achieving the proposed Settlement. A true and correct copy of my office's contemporaneous billing records, redacted as necessary to protect privileged and work product information, are being lodged with the Court as Exhibit A to Plaintiff's Notice of Lodgment filed concurrently herewith. Those records itemize the date, timekeeper, hours worked, and description of the work performed.

8. I personally spent 91.8 hours, in addition to 19.9 hours by my office. This work included:

a. Mobilizing and conducting in-depth interviews with Plaintiff and no fewer than 16 PAGA Members regarding their job duties, Defendant's timekeeping practices, and alleged Labor Code violations;

b. Evaluating potential Labor Code violations and corresponding PAGA penalties;

c. Reviewing and analyzing Defendant's timekeeping, payroll, and personnel data, including a representative sample of approximately 10% of the PAGA workforce;

d. Analyzing Defendant's written policies, procedures, and practices in effect during the PAGA period;

e. Legal research regarding liability, defenses, and potential penalty exposure;

f. Preparing a detailed mediation brief and supporting damages analyses, including calculation of potential PAGA penalties under multiple liability scenarios, and engaging in informal discovery and document exchange in advance of mediation;

g. Preparing for and participating in arm's-length mediation, in addition to settlement discussions before and after mediation, including identifying the scope of the PAGA Members and relevant pay periods;

h. Communicating with Plaintiff regarding case status, litigation strategy, and settlement considerations including advising on risks, potential recovery, and the terms and implications of the proposed settlement;

i. Communicating with mobilized PAGA Members regarding case status and factual analysis in advance of mediation; and

j. Drafting the Motion for Approval and supporting declarations and exhibits.

9. Additional time was devoted to case strategy, evaluation of litigation risks and potential recovery, and assessing the reasonableness of the proposed Settlement in light of the strengths and weaknesses of the claims and defenses.

10. The total amount of time expended by my firm during the course of this action is 111.7 hours for a lodestar of $56,882.50 as summarized below:

Keegan & Baker, LLP					
Name	***Title***	***Bar #***	***Rate***	***Total Hours***	***Lodestar***
Jason E. Baker	Partner	197666	$750	3.6	$2,700.00
John J. Weber	Associate	313824	$550	91.8	$50,490.00
Yadira Samaniego	Paralegal	n/a	$225	16.3	$3,667.50
				111.7	$56,882.50

11. Consistent with the Court's tentative ruling, Plaintiff seeks attorneys' fees of $95,700.00, representing 30% of the Gross Settlement Amount and authorized by the Settlement Agreement which provides "[t]he Parties agree that, *subject to the Court's review and approval*, Plaintiff's Counsel will be paid *up to* one-third of the GSA…from the GSA, as reasonable attorney's fees…" (Weber Decl., Ex. D – Settlement Agreement, at §§ 4, 29(b) [ROA # 62] (emphasis added). The Settlement Agreement thus contemplates that the amount of attorneys' fees is subject to the Court's discretion, up to the agreed-upon maximum. Plaintiff submits that the revised requested amount of $95,700.00 is consistent with those terms and is appropriate for the Court's approval. .

12. A fee award of the requested $95,700 would result in a multiplier of approximately 1.68 of counsel's lodestar, which falls within the range commonly approved in representative actions and is reasonable given the investigation performed, the risks associated with establishing liability and recovering PAGA penalties, and the arm's-length nature of the settlement.

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ISSUE NO. 2:

Plaintiff's Request for an Enhancement Award Exceeding $5,000

13. It its Tentative Ruling, the Court noted: "An enhancement award of $5,000 is sufficient and proper for a settlement of this size, and in light of plaintiff's contribution to the case."

ISSUE NO. 2 RESOLUTION:

The Settlement Agreement Provides for a Reduced Request of $5,000

14. The Settlement Agreement provides that "Plaintiff may submit an application to the Court for an award of an enhancement payment in an amount *not to exceed* $10,000 to Plaintiff for the time and effort and for the risk undertaken in bringing and prosecuting the Lawsuit." (Weber Decl., Ex. D – Settlement Agreement, at § 29(c) [ROA #62] (emphasis added)).

15. The Settlement Agreement further provides:

a. "If any portion of the Enhancement Payment authorized by this Section is not approved by the Court, no more than the approved amount shall be paid to Plaintiff from the Gross Settlement Amount. Also, any difference between the Enhancement Payment authorized by this Section and any Enhancement Payment amount approved by the Court will become part of the PAGA Penalties Fund." (Weber Decl., Ex. D – Settlement Agreement, at § 29(c)(iii) [ROA #62]

16. Accordingly, the Settlement Agreement expressly contemplates that the Court may award an enhancement in an amount less than the requested maximum, and provides for the disposition of any unawarded portion. In light of the Court's Tentative Ruling, Plaintiff will limit his request to $5,000, and no amendment to the Settlement Agreement is required.

17. Plaintiff acknowledges the Court's Tentative Ruling that an enhancement award of $5,000 is appropriate in light of the size of the settlement and Plaintiff's contribution to the case. Plaintiff respectfully defers to the Court's discretion and requests an enhancement award in that amount.

ISSUE NO. 3:

Estimated High and Low Payments Not Provided

18. It its Tentative Ruling, the Court noted: "Plaintiff has not provided the court with the estimated high and low payments to aggrieved employees under the proposed settlement. These

estimates are needed to assist the court in properly determining the fairness of the proposed settlement."

ISSUE NO. 3 RESOLUTION:

Estimate of High and Low Payments to Aggrieved Employees

19. While final calculations will be performed by the Settlement Administrator following receipt of Defendant's Data List, the allocation methodology permits a reasonable estimate at this stage. Based on Defendant's confirmed data, there are 143 Aggrieved Employees and 3,485 total qualifying pay periods during the PAGA period.

20. Under the terms of the Settlement, the 25% portion of the PAGA Penalty Fund to be allocated to Aggrieved Employees ($52,214.24) will be distributed on a pro rata basis according to the number of pay periods worked during the PAGA period. Based on the confirmed 3,485 pay periods, this equates to $14.98 per pay period.

21. Using this per-pay-period calculation, PAGA Members with relatively short employment durations (e.g., 1-10 pay periods) would receive an estimated recovery in the range of approximately $14.98 to $149.83, those with average tenure (approximately 24 pay periods) would receive $359.58, and PAGA Members with longer employment durations (e.g., approximately 40 to the maximum possible 53 pay periods) would receive $599.30 to $794.08.

22. These figures are based on the known total number of Aggrieved Employees and qualifying pay periods and are intended to assist the Court in evaluating the proportionality and fairness of the proposed distribution. The final distribution will be calculated by the Settlement Administrator based on each Aggrieved Employee's actual number of qualifying pay periods.

23. This allocation method ensures that payments are proportional to the duration of employment and corresponding exposure period, such that Aggrieved Employees who worked more pay periods, and therefore experienced a greater number of potential violations, receive a larger share of the PAGA Penalty Fund.

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ISSUE NO. 4:

Escalator Clause And Determination of Number of PAGA Members and Pay Periods

24. It its Tentative Ruling, the Court noted: "There is an escalator clause in the settlement agreement, but this is a motion to have the settlement fully approved, and so a specific gross settlement amount must be approved on the granting of this motion. At this point in time the parties should know or be able to determine the number of aggrieved employees and qualifying pay periods based on the PAGA Period which ended on November 21, 2024."

ISSUE NO. 4 RESOLUTION:

Confirmation of Number of PAGA Members and Pay Periods

25. In response to the Court's concern, the Parties have confirmed that the Gross Settlement Amount is $319,000 and that amount is fixed and not subject to further adjustment. Although the Settlement Agreement includes an escalator provision, the Parties have determined that the total number of PAGA Members is 143 and that there are 3,485 Eligible Pay Periods, and thus the escalator clause is not triggered. These figures will be provided to the Settlement Administrator in the Data List, and will be used to calculate individual settlement payments.

ISSUE NO. 5:

Scope of Release in Settlement Notice

26. It its Tentative Ruling, the Court noted: "The cover letter must explain that no claims for unpaid or underpaid wages have settled, and that this settlement is without prejudice to the pursuit of any such claims."

ISSUE NO. 5 RESOLUTION:

Revised Settlement Notice Clarifying Scope of Release

27. The Settlement Agreement provides: ""Notice" means the written notice to be mailed to all PAGA Members with their settlement payment checks, once the Court enters its Final Order, and the Active Date occurs, *in a form substantially similar* to Exhibit A, and *as approved by the Court*." (Weber Decl., Ex. D – Settlement Agreement, at § A(14) [ROA #62] (emphasis added)).

28. In response to the Court's guidance, the Parties have revised the Settlement Notice to include the clarification identified by the Court. A true and correct copy of the revised Settlement

Notice is attached hereto as Exhibit A. A redline version of the revised Settlement Notice reflecting the Court's requested changes is attached hereto as Exhibit B.

29. Specifically, the Settlement Notice has been revised to state:

> "The Orange County Superior Court has not ruled on the merits of the Lawsuit but it has approved the settlement between the Parties, including the civil penalties settlement amount to be paid by Defendant. This settlement does not resolve or release any claims for unpaid or underpaid wages, and is without prejudice to any individual's ability to pursue such claims to the extent they may exist."

30. The revised Settlement Notice remains consistent with the terms of the Settlement Agreement, which contemplates a form of notice subject to the Court's approval, and is submitted for the Court's approval.

ISSUE NO. 6:

Proposed Order Language and Final Report Hearing Date

31. It its Tentative Ruling, the Court noted: "The [Proposed] Order must be captioned as [Proposed] Order and Judgment. Further, the [Proposed] Order and Judgment should state that the Court maintains jurisdiction to adjudicate any matters related to this Order and Judgment and the Settlement Agreement."

32. The Court further noted: "Counsel should propose a realistic Final Report Hearing date and include it in the [Proposed] Order and Judgment, taking into account the time deadlines associated with funding the settlement, mailing distributions, allowing the check-cashing deadline to pass, and depositing uncashed check funds pursuant to the terms of the settlement agreement. The court usually sets these hearings nine months after settlement approval if the check cashing deadline is 180 days. The parties must report to the court the total amount that was actually paid to the aggrieved employees. All supporting papers must be filed at least 16 days before the Final Report Hearing date."

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ISSUE NO. 6 RESOLUTION:

Revised Proposed Order and Judgment Language and Final Report Hearing

33. Plaintiff has submitted herewith a revised [Proposed] Order and Judgment which includes the caption requested by the Court and expressly provides that the Court retains jurisdiction over the Parties and the action to adjudicate any matters related to the Order and Judgment, includes a realistic proposed Final Report Hearing Date nine months after settlement approval, and requires that all supporting papers be filed at least 16 days prior to the hearing. A Redline copy of the revised [Proposed] Order and Judgment is also attached hereto as Exhibit C for ease of review.

SERVICE ON LWDA

34. Concurrent with the filing of this Declaration and the revised Proposed Order and Judgment, I caused to be served those same documents on the LWDA via online upload.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 27th day of April 2026, at San Diego, California.

/s/ John J. Weber
John J. Weber, Declarant

«DATE»

«FIRST_NAME» «LAST_NAME»
«ADDRESS 1»
«ADDRESS 2»

Re: Settlement Payment from *Gilbert Castellon, et al. v. Priority Plus Financial, LLC*

Dear «FIRST_NAME» «LAST_NAME»

By order of the Orange County Superior Court, enclosed is your payment from the settlement of the *Gilbert Castellon, et al. v. Priority Plus Financial, LLC*, litigation filed in the Orange County Superior Court, Case No. 30-2024-01375043-CU-OE-CXC (the "Lawsuit").

The Lawsuit was filed against Priority Plus Financial, LLC (referred to as "Defendant"), under the California Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.* (abbreviated "PAGA") for alleged violations of the California Labor Code. The claim was brought on behalf of the State of California and all non-exempt individuals employed by Defendant in California at any time from November 8, 2022 through November 21, 2024 ("PAGA Members"). You have been identified as a PAGA Member, on whose behalf the case was brought.

The plaintiff in the Lawsuit claimed Defendant owed civil penalties under PAGA for violating certain provisions of the California Labor Code. The provisions of the California Labor Code that were alleged to have been violated are: (1) failure to reimburse for work expenses; (2) failure to pay minimum wages and overtime compensation; (3) failure to provide meal and rest periods and failure to pay premium wages for missed meal and rest periods; (4) failure to timely pay wages owed both during employment and upon termination; (5) failure to timely furnish legally compliant wage statements; (6) unlawful deductions from wages; (7) failure to maintain sufficient employment records; (8) failure to provide written commission agreements; and (8) knowingly requiring employees to execute unlawful contractual provisions. Defendant vigorously denies it did anything wrong or owes any PAGA penalties to the State of California or to PAGA Members.

The Orange County Superior Court has not ruled on the merits of the Lawsuit but it has approved the settlement between the Parties, including the civil penalties settlement amount to be paid by Defendant. This Settlement does not resolve or release any claims for unpaid or underpaid wages, and is without prejudice to any individual's ability to pursue such claims to the extent they may exist. Pursuant to California law, a portion of that settlement amount goes to the State of California's Labor and Workforce Development Agency, ("LWDA"). Another portion of the settlement amount goes to the PAGA Members. In agreeing to this settlement, Defendant does not admit that it is liable in any way to any individuals for the alleged violations. The settlement of this Lawsuit and Final Approval Order does not in any way release a PAGA Member's individual claims, to the extent a PAGA Member may have any individual claims.

You are receiving this payment as your share of the settlement. You have 180 days to cash the settlement check. If you do not cash your check by this date, the money will be transferred to the State of California Unclaimed Property Fund, from which you may recover the money at a future time. You will receive an IRS Form 1099 form for the amount of your settlement check, if required by law. If you have lost or misplaced your settlement check, you should contact the Administrator at the toll-free number shown at the top of this letter. It is strongly recommended that all checks be cashed immediately upon receipt. Defendant will not in any manner retaliate against any individual who cashes their settlement check.

You are not a party to the Lawsuit, but you and the State of California will be bound by the order in this matter approving the settlement in the Lawsuit, as well as to the release of claims in this Lawsuit, stated below, only as to civil penalties under PAGA.

The Court-approved settlement contains the following release of claims, to which you are bound:

> Upon approval by the Court of this Settlement, and subject to Defendant's payment of the GSA, Plaintiff, individually and in his representative capacity on behalf the State of California, and the PAGA Members, will fully and finally release and discharge the Released Parties from all claims, rights, demands, liabilities, costs, attorney's fees, and causes of action for civil penalties under the PAGA, arising during employment by Defendant in California in a non-exempt position during the PAGA Period, based on the factual and legal allegations pled in the operative Representative Complaint for Recovery of Penalties Under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") that support or relate to the following alleged violations of law asserted by Plaintiff in the Action pursuant to PAGA: (1) failure to reimburse for work expenses in violation of Labor Code §§ 2800 & 2802; (2) failure to pay minimum wages and overtime compensation in violation of Labor Code §§ 510, 1197, 1198, & 1199; (3) failure to provide meal and rest periods and failure to pay premium wages for missed meal and rest periods in violation of Labor Code §§ 226.7 & 512; (4) failure to timely pay wages owed both during employment and upon termination in violation of Labor Code §§ 201, 202, 203, 204, & 210; (5) failure to timely furnish legally compliant wage statements in violation of Labor Code § 226; (6) unlawful deductions from wages in violation of Labor Code § 221; (7) failure to maintain sufficient employment records in violation of Labor Code § 1174; (8) failure to provide written commission agreements in violation of Labor Code § 2751; and (8) knowingly requiring employees to execute unlawful contractual provisions in violation of Labor Code § 432.5 (the "Released PAGA Claims").
>
> The "Released Parties" means Defendant, and each and all of its past, present, and future subsidiaries, officers, directors, members, partners, owners, shareholders, employees, former employees, agents, servants, attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent companies and organizations, dual employers, service providers, contracting partners, subcontractors, employee benefit plans and fiduciaries thereof, and all other persons and/or entities acting under, by, through, or in concert with any of them.

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter) or Plaintiff's Counsel as follows:

Attorneys for Plaintiff Gilbert Castellon:

Jason E. Baker, Esq.
John J. Weber, Esq.
KEEGAN & BAKER, LLP
5820 Oberlin Drive, Suite 205
San Diego, California 92121
Telephone: (858) 558-9400

PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH ANY QUESTIONS ABOUT THE LAWSUIT OR THE SETTLEMENT

EXHIBIT B

«DATE»

«FIRST_NAME» «LAST_NAME»
«ADDRESS 1»
«ADDRESS 2»

Re: Settlement Payment from *Gilbert Castellon, et al. v. Priority Plus Financial, LLC*

Dear «FIRST_NAME» «LAST_NAME»

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The plaintiff in the Lawsuit claimed Defendant owed civil penalties under PAGA for violating certain provisions of the California Labor Code. The provisions of the California Labor Code that were alleged to have been violated are: (1) failure to reimburse for work expenses; (2) failure to pay minimum wages and overtime compensation; (3) failure to provide meal and rest periods and failure to pay premium wages for missed meal and rest periods; (4) failure to timely pay wages owed both during employment and upon termination; (5) failure to timely furnish legally compliant wage statements; (6) unlawful deductions from wages; (7) failure to maintain sufficient employment records; (8) failure to provide written commission agreements; and (8) knowingly requiring employees to execute unlawful contractual provisions. Defendant vigorously denies it did anything wrong or owes any PAGA penalties to the State of California or to PAGA Members.

The Orange County Superior Court has not ruled on the merits of the Lawsuit but it has approved the settlement between the Parties, including the civil penalties settlement amount to be paid by Defendant.~~–~~ This Settlement does not resolve or release any claims for unpaid or underpaid wages, and is without prejudice to any individual's ability to pursue such claims to the extent they may exist. Pursuant to California law, a portion of that settlement amount goes to the State of California's Labor and Workforce Development Agency, ("LWDA"). Another portion of the settlement amount goes to the PAGA Members. In agreeing to this settlement, Defendant does not admit that it is liable in any way to any individuals for the alleged violations. The settlement of this Lawsuit and Final Approval Order does not in any way release a PAGA Member's individual claims, to the extent a PAGA Member may have any individual claims.

You are receiving this payment as your share of the settlement. You have 180 days to cash the settlement check. If you do not cash your check by this date, the money will be transferred to the State of California Unclaimed Property Fund, from which you may recover the money at a future time. You will receive an IRS Form 1099 form for the amount of your settlement check, if required by law. If you have lost or misplaced your settlement check, you should contact the Administrator at the toll-free number shown at the top of this letter. It is strongly recommended that all checks be cashed immediately upon receipt. Defendant will not in any manner retaliate against any individual who cashes their settlement check.

You are not a party to the Lawsuit, but you and the State of California will be bound by the order in this matter approving the settlement in the Lawsuit, as well as to the release of claims in this Lawsuit, stated below, only as to civil penalties under PAGA.

The Court-approved settlement contains the following release of claims, to which you are bound:

> Upon approval by the Court of this Settlement, and subject to Defendant's payment of the GSA, Plaintiff, individually and in his representative capacity on behalf the State of California, and the PAGA Members, will fully and finally release and discharge the Released Parties from all claims, rights, demands, liabilities, costs, attorney's fees, and causes of action for civil penalties under the PAGA, arising during employment by Defendant in California in a non-exempt position during the PAGA Period, based on the factual and legal allegations pled in the operative Representative Complaint for Recovery of Penalties Under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") that support or relate to the following alleged violations of law asserted by Plaintiff in the Action pursuant to PAGA: (1) failure to reimburse for work expenses in violation of Labor Code §§ 2800 & 2802; (2) failure to pay minimum wages and overtime compensation in violation of Labor Code §§ 510, 1197, 1198, & 1199; (3) failure to provide meal and rest periods and failure to pay premium wages for missed meal and rest periods in violation of Labor Code §§ 226.7 & 512; (4) failure to timely pay wages owed both during employment and upon termination in violation of Labor Code §§ 201, 202, 203, 204, & 210; (5) failure to timely furnish legally compliant wage statements in violation of Labor Code § 226; (6) unlawful deductions from wages in violation of Labor Code § 221; (7) failure to maintain sufficient employment records in violation of Labor Code § 1174; (8) failure to provide written commission agreements in violation of Labor Code § 2751; and (8) knowingly requiring employees to execute unlawful contractual provisions in violation of Labor Code § 432.5 (the "Released PAGA Claims").
>
> The "Released Parties" means Defendant, and each and all of its past, present, and future subsidiaries, officers, directors, members, partners, owners, shareholders, employees, former employees, agents, servants, attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent companies and organizations, dual employers, service providers, contracting partners, subcontractors, employee benefit plans and fiduciaries thereof, and all other persons and/or entities acting under, by, through, or in concert with any of them.

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter) or Plaintiff's Counsel as follows:

Attorneys for Plaintiff Gilbert Castellon:

Jason E. Baker, Esq.
John J. Weber, Esq.
KEEGAN & BAKER, LLP
5820 Oberlin Drive, Suite 205
San Diego, California 92121
Telephone: (858) 558-9400

PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH ANY QUESTIONS ABOUT THE LAWSUIT OR THE SETTLEMENT

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

GILBERT CASTELLON, an individual, on behalf of all similarly situated aggrieved employees, Plaintiff, v. PRIORITY PLUS FINANCIAL, LLC., a California limited liability company; and DOES 1-50, inclusive, Defendants.	Case No.: 30-2024-01375043-CU-OE-CXC **[PROPOSED] ORDER ~~TO 1) LIFT STAY AND 2) APPROVE SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, AWARDING ATTORNEYS' FEES, COSTS, AND ENHANCEMENT PAYMENT, REIMBURSEMENT OF SETTLEMENT ADMINISTRATION EXPENSES, AND DISMISSING ACTION WITH PREJUDICE~~AND JUDGMENT** **Date: ~~December 29, 2025~~May 11, 2026** **Time: 1:30 P.M.** **Judge: Hon. David A. Hoffer** **Dept.: CX-103** **~~Reservation No.: 74671830~~** *Complaint Filed: January 22, 2024*

Plaintiff Gilbert Castellon's ("Plaintiffs") Motion for Order (1) ~~lifting the stay in this action; (2)~~ granting approval of the proposed settlement of claims brought pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) ("PAGA") set forth in the Parties' Settlement Agreement and Release of Private Attorneys General Act Claim (the "Settlement" or "Settlement Agreement"); (~~3~~2) appointing Simpluris, Inc., ("Simpluris") as the Settlement Administrator and approving payment of its fees not to exceed $2,750 from the Gross Settlement Amount; (~~4~~3) directing disbursement of the Gross Settlement Amount pursuant to the terms of the Settlement

Agreement; (~~5~~4) directing payment of attorneys' fees of $95,700 and litigation costs of $6,693.05 from the Gross Settlement Amount ~~not to exceed $111,963.05~~ to Counsel for Plaintiff; (~~6~~5) directing an enhancement payment~~s~~ from the Gross Settlement Amount in the amount of $~~10~~5,000 to Plaintiff; and (~~7~~6) dismissing this Action with prejudice, came on for hearing before this Court in Department CX-103, the Honorable David A. Hoffer presiding, on ~~December 29, 2025~~May 11, 2026. Appearances were noted on the record.

Having reviewed the Settlement Agreement and duly considered the Parties' papers and oral argument, and good cause appearing,

THE COURT HEREBY ORDERS AS FOLLOWS:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement, which is attached to the Declaration of John J. Weber as Exhibit ~~C~~D.

2. This Court has jurisdiction over the claims of the PAGA Members and the State of California asserted in this proceeding and over all parties to the Action.

3. The Court finds that the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Court finds that the Gross Settlement Amount of $319,000 represents a fair compromise of the claims alleged in the Action, considering the maximum potential value of the claims asserted and the risks inherent in further litigation.

4. The Court has considered the authorities and evidence presented by Plaintiff and based thereon hereby approves the following awards and deductions from the Gross Settlement Amount:

a. To Plaintiff's Counsel, Keegan & Baker, LLP, an award of $~~105,270~~95,700.00 in attorneys' fees and $6,693.05 in reimbursement of litigation costs. The Court finds that these amounts are fair and reasonable and commensurate with applicable California law.

b. To Plaintiff Gilbert Castellon, an enhancement payment of $~~10~~5,000. The Court finds that both the time and effort that Plaintiff spent on behalf of other PAGA

EXHIBIT C

Members and the State justifies this payment.

c. To Simpluris, Inc., the settlement administrator, a payment of up to $2,750 to administer the Settlement through its conclusion, including disbursement of the Gross Settlement Amount and all tax reporting associated therewith.

5. The amount remaining of the Gross Settlement Amount following these deductions is the PAGA Penalty Fund of ~~approximately~~ $~~194,286.95~~208,856.95. The PAGA Penalty Fund shall be distributed 75% (or $~~145,715.21~~156,642.71) to the Labor and Workforce Development Agency and 25% (or $~~48,571.74~~52,214.24) to the PAGA Members.

6. The Court finds that the Settlement has been provided to the LWDA as required by PAGA and Labor Code section 2699, subdivision (l)(2), in particular.

7. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

8. The Court retains continuing jurisdiction over the Parties and this action to adjudicate any matters related to this Order and Judgment ~~to enforce the Settlement Agreement~~ pursuant to Code of Civil Procedure § 664.6 and as otherwise allowed by law.

9. A Final Report Hearing is set for February 15, 2027, at 1:30 p.m. in Department CX-103. All supporting papers must be filed at least 16 days before the Final Report Hearing date.

10. Plaintiff to give notice of this Order and Judgment to the LWDA and Defendant.

~~9. This Action is DISMISSED WITH PREJUDICE.~~

IT IS SO ORDERED.

Dated:

Hon. David. A. Hoffer
JUDGE OF THE SUPERIOR COURT