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

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**

10 GILBERT CASTELLON, an individual, on
11 behalf of all similarly situated aggrieved
employees,

12 Plaintiff,

13 v.

14 PRIORITY PLUS FINANCIAL, LLC., a
15 California limited liability company; and
DOES 1-50, inclusive,

16 Defendants.
17
18
19

Case No.: 30-2024-01375043-CU-OE-CXC

**DECLARATION OF PLAINTIFF
GILBERT CASTELLON ISO MOTION
FOR ORDER 1) LIFTING STAY AND 2)
APPROVING SETTLEMENT OF
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 ("PAGA") CLAIMS**

Date: December 29, 2025

Time: 1:30 P.M.

Judge: Hon. David A. Hoffer

Dept.: CX-103

Complaint Filed: January 22, 2024

20 I, GILBERT CASTELLON, declare:

21 1. I am a competent adult, over the age of eighteen (18) and the representative
22 plaintiff in the above-entitled action. The foregoing is based upon my personal knowledge, and if
23 called as a witness, I could and would competently testify thereto. I have personal knowledge of
24 the facts stated herein except as to those matters stated upon information or belief, and, as to those
25 matters, I believe them to be true.

26 2. This Declaration is submitted in support of Plaintiffs' Motion for Order Lifting the
27 Stay and Approving Settlement of Private Attorneys General Act of 2004 ("PAGA") Claims (the
28 Approval").

1 3. In connection with the Approval, I seek, and believe I have earned as discussed
2 below, an enhancement award of \$10,000.

3 **My Employment With Priority Plus Financial, LLC**

4 4. I was employed by Priority Plus Financial, LLC (“Priority Plus”) as a non-exempt
5 Sales Agent from approximately from July 2022 through May 2023. I performed work for Priority
6 Plus in its office in Orange County California.

7 5. As a Sales Agent, my job responsibilities included: contacting sales leads to
8 convert potential clients into debt relief program applicants, communicating with applicants to
9 gather relevant information, and explaining to applicants the different types of debt relief
10 available to them and the terms of each type, obtaining, verifying, and analyzing applicants’
11 financial information, and referring loan applications to management for approval

12 6. During my employment, Priority Plus had a policy and/or practice of failing to
13 properly provide or compensate minimum and overtime wages, including paying commissions
14 separate from regular wages causing it to fail to pay overtime wages at the proper regular rate of
15 pay based on earned bonuses and commissions. Priority Plus also failed to pay me timely within
16 7 days of the end of each pay period.

17 7. Further, Priority Plus failed to provide me and other Sales Agents with an
18 opportunity to take a thirty (30) minute off-duty meal period when working eight (8) or more
19 hours, nor did Priority Plus provide a second off-duty meal period when working more than ten
20 (10) hours. Moreover, Priority Plus did not authorize and permit me and other Sales Agents to
21 take off-duty rest periods for every four hours (or major fraction) worked. Priority Plus also failed
22 to compensate me and other Sales Agents for non-compliant meal and/or rest periods.

23 8. Priority Plus also failed to fully reimburse me and other Sales Agents for work
24 expenses. For example, Priority Plus did not reimburse me and others for the costs associated
25 with using my personal cell phone and computers for work purposes including data and network
26 costs.

27 9. Priority Plus further made unlawful deductions from my, and other employees’,
28 wages for undefined or unexplained draws against commissions and bonuses. Related to the

1 unlawful deductions, Priority Plus also failed to pay me, and other employees, the full amount of
2 earned commissions and bonuses both during and at the termination of my employment, including
3 unlawfully retaining such earned commissions and bonuses at termination in addition to failing
4 to pay all wages owed upon termination.

5 10. Finally, based in large part on the unlawful actions listed above, Priority Plus failed
6 to timely furnish me and other employees with legally compliant wage statements, and failed to
7 maintain employee records.

8 11. I sought legal guidance due to the issues I experienced during my employment
9 with Priority Plus.

10 **I Contributed Extensive Time and Effort in Prosecution of the Lawsuit**

11 12. I have been actively involved in the prosecution of this Action since November
12 2023, justifying an enhancement award of \$10,000. During the pendency of this case, I estimate
13 that spent roughly fifty-six (56) hours assisting in the prosecution, mediation, and excellent
14 settlement of this Action.

15 13. In November 2023, I retained the attorneys of Keegan & Baker, LLP to represent
16 me, and other similarly situated aggrieved employees, in a lawsuit against Priority Plus. I filed
17 the lawsuit to hold Priority Plus accountable for, and to hopefully change, its unjust policies and
18 practices.

19 14. At the time of filing this Action, I understood, and continue to understand, that by
20 being a representative plaintiff, I had, and continue to have, an obligation to consider the interests
21 of those I represent as I would consider my own interest. In line with my obligation to those I
22 represent, I have not sought any individual benefits from this lawsuit, nor was I promised any
23 compensation for serving as a representative.

24 15. I have been an active participant in this Action since the beginning and have
25 worked cooperatively with my counsel at every opportunity. For instance, I gave my attorneys
26 detailed information about my complaints when I underwent an in-depth interview regarding my
27 work experience. I also provided my attorneys with all documents, such as paystubs and policy
28 documents related to my employment that I could find after conducting a thorough search. I spent

1 numerous hours speaking with my attorneys, answering questions, reviewing emails and other
2 documents about Priority Plus's policies and practices and the responsibilities of Sales Agents,
3 and mobilizing more than 15 other former Priority Plus employees to provide my attorneys with
4 their own documents and participate in interviews.

5 16. I spent at least seven to five (5) hours discussing the duties I would have as a class
6 representative. Thereafter, I spent at least eight (8) hours reviewing the attorney client agreement
7 and advisory regarding my duties to the PAGA Members as well as questioning Keegan & Baker,
8 LLP about the process and strategy moving forward in this case.

9 17. Shortly thereafter, I began searching for and reviewing the initial round of
10 documents that my attorneys at Keegan & Baker, LLP requested from me regarding my
11 employment, the claims and related damages. For example, I recall locating and providing
12 documents to my attorneys regarding my pay and time records. I estimate my time searching and
13 reviewing these documents was about six to eight (6-8) hours.

14 18. I assisted my attorneys in preparing the Complaint to add specific factual
15 allegations. I estimate my time reviewing and editing the Complaint was about three to six (3-6)
16 hours.

17 19. From and after the filing of this action, I monitored and assisted with the litigation
18 and mediation, including analyzing and assisting my attorneys with documents produced by
19 Priority Plus under the mediation privilege.

20 20. During the pendency of the case, I was frequently called by my attorneys to discuss
21 various aspects of the case. Through multiple telephone calls and Zoom meetings, I helped my
22 attorneys fully understand the physical and electronic documents in this case, including the
23 meaning of abbreviated terms, acronyms, symbols, and other information unique to the corporate
24 culture at Priority Plus. I also assisted my attorneys in identifying witnesses whose names
25 appeared on different e-mails and other documents that I or Priority Plus provided my attorneys.
26 Some months, I spent many hours talking with my attorneys regarding the litigation. Overall, I
27 estimate that I spent more than twelve (12) hours speaking with my attorneys concerning Priority
28 Plus's systems, documents, policies, practices, and procedures, particularly related to the manner

1 in which Priority Plus provide compensation to its employees. In addition, I would often contact
2 my attorneys to see how things were progressing and what the next steps were so that I could
3 meet my obligations as a representative plaintiff.

4 21. My attorneys had extensive knowledge about the debt relief industry, but I still
5 spent approximately three to four (3-4) hours teaching my attorneys about how Priority Plus's
6 compensation plan, sales techniques, and general practices and procedures differed from others
7 in the industry.

8 22. I connected Mr. Weber with other former and current employees over the course
9 of the litigation to conduct interviews, review pay stubs, provide wage authorizations,
10 employment agreements and commission schedules to determine if this happened to others. I am
11 informed and believe my efforts resulted in my attorneys having contact with over 15 PAGA
12 Members who provided assistance in the prosecution of this action. I estimate that I spent
13 approximately two to three (2-3) hours recruiting other PAGA Members for assistance.

14 23. From and after the filing of this action, I monitored and assisted with the litigation
15 including participating in a day long mediation and its related preparation, consisting of
16 approximately twelve (12) hours.

17 24. Additionally, I assisted Keegan & Baker, LLP with liability and damage analysis.
18 I have spent a significant amount of time teaching Mr. Weber about the debt relief industry and
19 helping him understand industry jargon.

20 25. Additionally, I actively assisted in mediation and the resulting settlement
21 negotiations, including advising Mr. Weber on an appropriate allocation of settlement proceeds.
22 I estimate that I spent approximately five (5) hours in this regard.

23 26. Inclusive in the time above, I have reviewed many hundreds of pages of documents
24 produced by Priority Plus and from PAGA Members to assist Keegan & Baker, LLP with
25 preparing for mediation. I kept myself familiar with the process by reviewing all of the legal
26 pleadings when filed and exchanged. I had numerous telephonic meetings and exchanged e-mails
27 with my attorneys, to help obtain documents from other employees, review the documents, and
28 encourage other PAGA Members to participate.

1 27. Regarding the Settlement of this matter, I provided information and answered
2 questions that my attorneys had prior to and towards the end of the mediation process. For
3 example, when preparing penalties analyses, I was called on numerous times to help interpret the
4 volumes of wage records and commission data produced by Priority Plus. I believe my
5 involvement was pivotal to helping ensure our attorneys and their experts were analyzing and
6 interpreting the data correctly. Once a potential settlement was reached, my attorneys explained
7 it all to me, and I felt very proud of the difference my effort made for my former colleagues. I
8 also spent several hours reviewing and approving the entire Settlement Agreement. The fact that
9 people will now be compensated for what I believe was unfair practice of failing to pay all
10 employees is gratifying, especially considering no one else seemed willing to formally complain
11 as long as they had job security.

12 28. I have always considered the interests of the other PAGA Members just as I have
13 my own interests and understand that I must put the interests of the other PAGA Members
14 collectively before my own. I have participated, and will continue to participate, in this lawsuit
15 up to and through the time of Judgment. I have volunteered to represent the other PAGA Members
16 because of the importance of the case and so that other PAGA Members can benefit from the
17 enforcement of the law and the savings of time, money and effort that should result from the
18 settlement of this case on a PAGA Period-wide basis.

19 **The Requested Enhancement Award is Modest Compared to the Settlement Amount**

20 29. I was proud to learn that the Settlement resulted in settlement providing significant
21 relief for the benefit of 143 PAGA Members.

22 30. My request is approximately 3% of the Gross Settlement Fund.

23 **I Pursued Litigation Despite Personal Detriment Not Endured by Other PAGA Members**

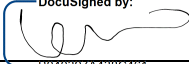
24 31. By bringing my lawsuit, I took the risk that future employers may be reluctant to
25 hire me since my name is associated with this Action and is part of the public record. Indeed,
26 because this Action is publicly available and was communicated throughout the debt relief
27 industry, I am likely to lose employment opportunities in the future because employers might find
28 me “litigious” and screen me out during the hiring process without giving me an opportunity to

1 explain.

2 32. Further, by bringing my lawsuit, I also risked being held financially responsible if
3 this Action was unsuccessful. Nevertheless, I maintained my lawsuit and continued my efforts to
4 hold Priority Plus accountable for its conduct.

5 1. I believe I have fulfilled my responsibilities as a PAGA representative in this
6 Action, and I will continue to fulfill those responsibilities, to the best of my ability, until the
7 judgment. To the best of my knowledge, I do not have any conflict of interest with any other
8 PAGA Member, and I will only receive my share of the settlement, as well as any amount the
9 Court awards me as a service award.

10
11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct. Executed 10/2/2025, at Rancho Santa Margarita, California.

13 DocuSigned by:
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Gilbert Castellon, Declarant