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

7
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.

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

**DECLARATION OF JOHN J. WEBER
ISO MOTION FOR ORDER 1) LIFTING
STAY AND 2) APPROVING
SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") CLAIMS**

[Includes Support for Application for
Enhancement Awards, Attorneys Fees,
Administration Expenses and Costs of Suit].

Date: December 29, 2025
Time: 2:00 P.M.
Judge: Hon. David A. Hoffer
Dept.: CX-103

Complaint Filed: January 22, 2024

21 I, JOHN J. WEBER, declare:

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

26 **I. Counsel's Experience and Recommendation:**

27 2. I obtained my BA degree from the University California at Berkeley in 2013. I
28 majored in Political Science. Thereafter, I attended the University of San Diego School of Law,

1 earned my JD, and became a member of the California Bar in 2016. I have been an attorney with
2 Keegan & Baker, LLP since 2019. My practice specializes in litigation, with an emphasis in wage
3 and hour employment disputes like this one, with over 80% of my practice is devoted to complex
4 employment litigation similar to the instant action. I have participated in and have been certified
5 as Court-approved class and representative counsel in multiple class and representative action
6 matters since my admission to the Bar. Attached hereto as **Exhibit A** is a true and correct list of
7 some of the cases in which my firm has represented employees in wage and hour matters and been
8 appointed as class and representative counsel.

9 **II. Background and Procedural History**

10 3. On November 8, 2023, pursuant to Labor Code section 2699.3, Plaintiff gave
11 written notice by online filing with the LWDA and by certified mail, return receipt requested, to
12 Defendant Priority Plus Financial, LLC (“Defendant”) of the specific provisions of the Labor Code
13 alleged to have been violated, including the facts and theories to support the alleged violation. On
14 January 22, 2024, after the LWDA declined to take action within the statutorily permissible time
15 with respect to Plaintiff’s November 8, 2023 letter, Plaintiff filed their representative action
16 complaint in this Court.

17 4. A true and correct copy of the notice letter to the LWDA is attached hereto as
18 **Exhibit B.**

19 5. On April 3, 2024, Defendant filed its Motion to Compel Arbitration, and on June
20 17, 2024, this Court ordered this Action stayed pursuant to the Parties Stipulation to Stay
21 Proceedings Pending Arbitration and Vacate Defendant’s Motion to Compel Arbitration. On
22 March 21, 2025, the Parties settled Plaintiff’s individual claims for damages and the Arbitration
23 was closed on June 20, 2025. A true and correct copy of AAA’s Closing Letter is attached hereto
24 as **Exhibit C.**

25 6. Defendant operates as a debt consolidation company in Orange County, California.
26 Plaintiff worked for Defendant in Orange County, California.

27 7. Defendant employed Plaintiff from July 2022 through May 2023, as a non-exempt
28 employee. The PAGA Members are approximately 143 individuals who were employed by

1 Defendant in California as hourly and/or non-exempt employees at any time from November 8,
2 2022 through November 21, 2024.

3 8. Plaintiff claims that Defendant: (1) failed to reimburse for work expenses in
4 violation of Labor Code §§ 2800 & 2802; (2) failed to pay minimum wages and overtime
5 compensation in violation of Labor Code §§ 510, 1197, 1198, & 1199; (3) failed to provide meal
6 and rest periods and failure to pay premium wages for missed meal and rest periods in violation of
7 Labor Code §§ 226.7 & 512; (4) failed to timely pay wages owed both during employment and
8 upon termination in violation of Labor Code §§ 201, 202, 203, 204, & 210; (5) failed to timely
9 furnish legally compliant wage statements in violation of Labor Code § 226; (6) made unlawful
10 deductions from wages in violation of Labor Code § 221; (7) failed to maintain sufficient
11 employment records in violation of Labor Code § 1174; (8) failed to provide written commission
12 agreements in violation of Labor Code § 2751; (9) knowingly required employees to execute
13 unlawful contractual provisions in violation of Labor Code § 432.5, and (10) failed to provide
14 notice to employees in violation of Labor Code § 2810.5. Plaintiff asserts these claims under
15 PAGA, on behalf of himself, individually, and on behalf of the State of California and other PAGA
16 Members, seeking civil penalties for the alleged Labor Code violations for the PAGA Period of
17 November 8, 2022 through November 21, 2024.

18 9. After diligent search of available public records and Court filings, my office is
19 aware of no other concurrent pending cases against Defendant involving similar claims.

20 **III. Compliance with Procedural Requirements of PAGA**

21 10. My office, on behalf of Plaintiff, submitted the Settlement Agreement and Release
22 of Private Attorneys General Act Claim (the “Settlement Agreement”), together with this Motion
23 and all supporting documents, to the LWDA via online upload on October 2, 2025, concurrently
24 with the filing of this Motion. A true and correct copy of the confirmation email from the LWDA
25 reflecting the same is attached hereto as **Exhibit F**.

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1 **IV. Counsel’s Diligence In Advance of, and In Connection With, Settlement**
2 **Negotiations**

3 11. Concurrent with this PAGA action, my office represented 7 clients with individual
4 cases in arbitration against Defendant (one of whom is the Plaintiff in this action). In the course of
5 litigating this PAGA action and the 7 individual cases in arbitration, my office engaged in targeted
6 investigation of Defendant’s alleged Labor Code violations, both through formal discovery in
7 arbitration and informal discovery in this action under the mediation privilege. This investigation
8 specifically targeted evaluating the strength and value of the PAGA claims in preparation for a
9 resolution of this Action.

10 12. My office obtained and reviewed voluminous documents, including (i) Plaintiff’s
11 time and payroll data, (ii) the time and payroll data of the 7 clients in individual arbitration; (iii)
12 policy documents relating to the employment of Plaintiff and the PAGA Members, and (iv) data
13 relating to the number of alleged violations and the value of the recoverable penalties, including
14 time and payroll data of approximately 10% of all PAGA Members. My office also conducted in-
15 depth interviews with not less than 16 PAGA Members to gather their perspectives and
16 experiences during their employment with Defendant.

17 13. Based on the information received and interviews with PAGA Members, as well as
18 through discussions with Defendant’s Counsel, My office was able to (i) determine the total
19 number of distinct individuals falling within the definition of “Aggrieved Employee” for the
20 relevant PAGA Period, (ii) the number of affected pay periods at issue among them, and (iii)
21 construct a damage model that calculated the maximum realistic amount of PAGA penalties that
22 could be levied against Defendant within the PAGA Period based on employee timekeeping and
23 payroll data produced by Defendant. At all relevant times, Defendant has disputed Plaintiff’s claims
24 and contested both the existence of and extent of liability as alleged by Plaintiff.

25 **V. Plaintiff’s Liability Model and Settlement Calculations**

26 14. If Plaintiff stacked penalties, the maximum potential value of the PAGA claims
27 would be approximately \$2,148,200 (assuming one violation per pay period for each recurring
28 claim and one violation per PAGA Member for non-recurring claims). Calculated as follows:

Per Pay Period Violations		
Claim	Pay Periods	Total Penalty
Expense Reimbursement	3,485	\$348,500.00
Min. & OT Wages	3,485	\$348,500.00
Meal/Rest Periods	3,485	\$348,500.00
Timely Payment of Wages	3,485	\$348,500.00
Wage Statements	3,485	\$348,500.00
Unlawful Deductions	3,485	\$348,500.00

Per PAGA Member Violations		
Claim	PAGA Members	Total Penalty
Wages at Termination	143	\$14,300.00
Unlawful Contract Terms	143	\$14,300.00
Failure to Maintain Records	143	\$14,300.00
Commission Agreements Lab. Code 2751	143	\$14,300.00

MAXIMUM POTENTIAL LIABILITY	\$2,148,200.00
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15. However, recovery on these claims was not certain as PAGA claims are discretionary, such that the Court could refuse to award their full value. Further, considering the numerous violations asserted by Plaintiff and the obstacles to prevailing on many of them, it is also possible that they would not prevail on one or more of them.

16. First, there is no California authority that expressly permits the practice of counting multiple violations/penalties that occur within the same pay period, known as “stacking” penalties. My office is aware of no court that has actually stacked such PAGA penalties for multiple violations (meaning the “market” for PAGA settlements is based on no stacking of penalties) and given the circumstances of this case, where Defendant was not notified by the Labor Commissioner or any court that it violated the Labor Code, it is unlikely that this Court would impose a massive penalty by stacking the PAGA penalty claims against Defendant.

1 17. Second, Defendant contends it acted within the requirements of California law at
2 all times as to all PAGA Members. In particular, Defendant contends that it timely paid all
3 employees all wages due. Defendant also contends that it has compliant overtime and meal and
4 rest break practices. Defendant further contends that not every pay period at issue involved an
5 alleged Labor Code violation subject to civil penalties. Moreover, Defendant maintained that even
6 if the Court did award penalties, the Court could and would substantially reduce the penalties
7 awarded based on the discretionary factors contained in Labor Code § 2699(e)(2).

8 18. Based on these disputes, which had the potential to completely eliminate Plaintiff's
9 recovery, the range of litigation outcomes on Plaintiff's PAGA claims were defined by a
10 "maximum potential liability" amount of approximately \$2,148,200, and a net-zero recovery based
11 on the risks of litigation and defenses asserted by Defendant. Notwithstanding the existence of
12 such issues, the Settlement achieves a significant benefit – approximately 78% recovery of the
13 *realistic* maximum potential liability (\$405,700). As such, this factor weighs very heavily in favor
14 of resolution by way of the compromise set forth in the Settlement Agreement.

15 19. The compromised settlement amount takes these risks into account. Based thereon,
16 the non-stacking "one penalty per pay period" and "one penalty per PAGA Member" is an
17 appropriate evaluation for the realistic maximum potential liability in this case. A discount on the
18 maximum potential liability of the PAGA claims was required (and warranted) to resolve the
19 matter at this stage of the litigation.

20 20. Based on the "one penalty per pay period" and "one penalty per PAGA Member"
21 evaluation, Defendant's *realistic* maximum liability in this Action, without stacking penalties,
22 totals approximately \$405,700 computed by multiplying 3,485 aggregate pay periods by \$100 each
23 for the recurring violations, and 143 PAGA Members by \$100 each for each of the non-recurring
24 violations.

25 **VI. Settlement Negotiations and Settlement Terms**

26 21. After informal settlement discussions and Mediation before the Honorable
27 Francisco Firmat (Ret.) on November 17, 2024, the Parties reached a resolution of all claims and
28 jointly prepared and executed the Settlement Agreement after adversarial, arms-length

1 negotiations between my office and Defendant's counsel. Indeed, settlement at this stage would
2 not have been possible without the assistance of mediation as Defendant continued to deny any
3 liability throughout the pendency of this action and would not agree to engage in settlement
4 discussions of any kind absent mediation. A true and correct copy of the Settlement Agreement is
5 attached hereto as **Exhibit D**.

6 22. Defendant represents there are approximately 143 PAGA Members who worked
7 3,485 aggregate pay periods during the PAGA Period.

8 23. Defendant agrees to settle this matter for the payment of \$319,000 (hereinafter the
9 "Gross Settlement Amount"), which shall be all inclusive, encompassing (i) all payments to the
10 LWDA and PAGA Members, (ii) any and all costs of third-party administration of the settlement,
11 (iv) enhancement award to Plaintiff, and (iv) Plaintiff's Counsel's attorneys' fees and costs of suit.

12 24. The total sum available for payment of PAGA penalties shall be calculated by
13 deducting from the \$319,000 Gross Settlement Amount, i) \$111,963.05 for the payment of
14 Plaintiff's Counsel's fees and costs (\$105,270 in fees and \$6,693.05 in costs of litigation), ii)
15 \$10,000 for the enhancement payment to Plaintiff, and iii) the costs of administration not to exceed
16 \$2,750, which yields \$194,286.95 (the "PAGA Penalty Fund"), of which seventy-five percent
17 (75%) or \$145,715.21, shall be distributed to the LWDA, and the remaining twenty-five percent
18 (25%) or \$48,571.74, to the PAGA Members. (See, Ex. D at § 29(e)). As Plaintiff's Complaint
19 was filed prior to the recent PAGA amendments becoming active in June 19, 2024, the former
20 allocations required by Labor Code §2699 apply (75%/25%).

21 25. All PAGA Members will receive a pro rata share of the \$48,571.74 allocated to
22 PAGA Members, which shall be distributed based on the number of pay periods each Aggrieved
23 Employee worked for Defendant in California during the PAGA Release Period. Although these
24 calculations will not be made until after approval, a rough estimation of the value to the
25 approximately 143 individuals falling within the definition of "Aggrieved Employee" may be
26 gleaned from the fact that an equal division would provide about \$339.66 to each Aggrieved
27 Employee (or \$13.93 per pay period), net of payments to the LWDA, the Settlement Administrator,
28 attorney's fees and costs, and enhancement payment to Plaintiff. The LWDA will be paid a

1 substantial \$145,715.21.

2 26. Simpluris, Inc., a reputable settlement administration company, has agreed to
3 administer the settlement for no more than \$2,750, submitting a competitive bid.

4 27. After entry of the Final Order and Judgment, Simpluris, Inc., will post copies of the
5 Complaint, Settlement Agreement, Notice Letter to Aggrieved Employees, and Final Order and
6 Judgment on its website for at least 30 days. (See, Simpluris Declaration, ¶ 5).

7 28. The Settlement Administrator will further perform all settlement administration
8 duties, including (i) a National Change of Address (“NCOA”) database search; (ii) skip trace to
9 update PAGA Member addresses on the return of undelivered Notices and checks; (iii) issuing the
10 Notice and payments to Plaintiff and all PAGA Members; (iv) issuing all required IRS forms, and
11 reporting same to the applicable taxing authorities; and (v) issuing payment to the LWDA, PAGA
12 Members, Plaintiff Counsel and to itself, with payment coming from the Gross Settlement
13 Amount. (Ex. C, § 36).

14 29. While translation services are often provided in the administration of class and
15 PAGA settlements, such services are not necessary in this settlement where the entirety of
16 Defendant’s workforce speaks English as Defendant’s business model requires that all employees
17 be fluent in English in order to contact potential customers via phone. Indeed, of the 16+ PAGA
18 members that my office interviewed, all confirmed that Defendant’s employees are required to
19 speak English and there are no non-English speaking employees in Defendant’s workforce – which
20 was limited to a single office location in Orange County, California during the PAGA Period.

21 30. While certain class and PAGA settlements also include “dispute” periods for class
22 or PAGA members to dispute the calculation of pay periods attributed to them for purposes of
23 calculating settlement payments, such a “dispute” period is not necessary here. Indeed, the claims
24 in this action are based specifically on the pay periods each PAGA Member worked, and Defendant
25 maintains sufficient records to calculate each PAGA Members’ actual number of pay periods
26 worked with specificity. Further, none of the claims brought by Plaintiff are based on facts under
27 which Plaintiff or PAGA members’ would typically challenge their pay period calculations, such
28 as claims for misclassification as independent contractors, training time worked prior to enrollment

1 in an employer's payroll, where any PAGA Members were temporary or staffing agency workers,
2 or where Defendant had significantly high turnover. Instead, the PAGA Members are W-2
3 employees whose workweeks and pay periods are fully documented in Defendant's payroll system.
4 As a result, the number of pay periods used for penalty allocation is based on reliable payroll data
5 and a "dispute" process is not necessary to ensure fairness or accuracy.

6 31. Finally, under the terms of the Settlement Agreement, the value of checks uncashed
7 more than 180 days after issuance shall be remitted to the Unclaimed Property Fund of the
8 California State Controller's Office to be held in the name of the Aggrieved Employee. (Ex. D, §
9 39). My office regularly receives calls from class members or aggrieved employees years after a
10 case has settled to inquire about obtaining their settlement share because they did not cash their
11 check in time, lost their check, or never received their check. By remitting the unclaimed checks
12 to the State Controller, the PAGA Members have a chance to receive their individual settlement
13 payment after the check cashing deadline.

14 **VII. Attorneys' Fees**

15 32. As detailed in the first few paragraphs of this declaration, I have practiced law in
16 California since 2016 and most of that time has been dedicated almost exclusively to representing
17 employees in wage and hour matters, many of which have been litigated and resolved in the PAGA
18 and class action contexts.

19 33. This case was taken on a contingency basis with the real risk that my office would
20 receive no compensation whatsoever for our efforts. The potential costs which we can be required
21 to advance in wage and hour representative actions like this one are substantial. Further, as
22 described above, my firm has extensive experience in representative action litigation, particularly
23 in the employment context, and as detailed herein, the PAGA Members and the State of California
24 reaped significant benefits. The success achieved by the Settlement supports my firm's fee request.

25 34. This Court can undoubtedly appreciate that litigating a representative action case
26 in dynamic, ever-changing, areas of law is not appealing to most lawyers, particularly when the
27 plaintiff's lawyer undertakes the obligation to finance the litigation and effectively bears the risk
28 in the event of an unsuccessful outcome, at trial or otherwise. This case was taken on a contingency

1 basis with the real risk that my office would receive no compensation whatsoever for our efforts.
2 The potential costs which we can be required to advance in wage and hour actions like this one are
3 substantial.

4 35. Notwithstanding the existence of issues having the potential to eliminate recovery
5 on the PAGA claim, the Settlement not only achieves a recovery that exceeds typical PAGA
6 awards routinely approved by the courts, but it also recovers monies for PAGA Members which
7 they otherwise would not receive.

8 36. Representative action work also requires specialized learning and the willingness
9 to take large risks. My office has extensive experience in wage and hour representative action
10 litigation, particularly in the employment context, as detailed herein.

11 37. Furthermore, as described above, the PAGA Members and the State of California
12 reaped significant benefits. The success achieved by the Settlement supports my firm's fee request.

13 38. A small firm like ours can only properly litigate a limited number of cases at one
14 time. The requirements of this case were significant. Had we not reached a settlement with
15 Defendant, the demands of this case would have required a significant portion of our resources.
16 We were precluded from taking other employment cases due to the demands of litigating this case.

17 **VIII. The Agreed Upon Fee Award to Plaintiff's Counsel is Reasonable and Should**
18 **Be Granted**

19 39. As provided by the Settlement Agreement, Plaintiff's Counsel seeks a fee award of
20 \$105,270 which is equal to 33% of the \$319,000 Gross Settlement Fund. This amount is provided
21 by the Settlement Agreement and is a fair measure of fees under both the "common fund" and
22 "lodestar" methods.

23 40. I do not have a fee splitting or referral agreement with any attorney required to be
24 disclosed by California Rule of Court, Rule 3.769.

25 **A. The Common Fund Methodology Justifies the Requested Fee of \$105,270.00**

26 41. California courts have concluded that an appropriate method for awarding
27 attorneys' fees in class and representative actions is to award a percentage from the "common
28 fund" created as a result of the settlement. (*City & County of San Francisco v. Sweet* (1995) 12

1 Cal.4th 105, 110-11; *Quinn v. State* (1975) 15 Cal.3d 162, 168; *Lealao v. Beneficial California,*
2 *Inc.* (2000) 82 Cal.App.4th 19, 26). An outgrowth of the “common fund” doctrine is the percentage
3 of the “substantial benefit” created when the settlement results in a substantial, actual benefit,
4 either pecuniary or non-pecuniary, because justice dictates that those receiving the benefit should
5 contribute to the costs of its production. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 38; *Woodland*
6 *Hills Residents Ass’n v. City Council* (1979) 23 Cal.3d 917, 943).

7 42. Courts conclude that the percentage approach is preferable to the lodestar analysis
8 because: (1) it aligns the interests of counsel and absent members; (2) it encourages efficient
9 resolution of the litigation by providing an incentive for early, yet reasonable settlement; and (3)
10 it reduces the demands on judicial resources from having to scrutinize voluminous attorney time
11 records. (*In re Activision Sec. Litig.*, (N.D. Cal. 1989) 723 F.Supp. 1373, 1378-79).

12 43. California courts routinely approve class and representative action attorneys’ fees
13 awards “averag[ing] around one-third of the recovery.” (*Chavez v. Netflix, Inc.* (2008) 162
14 Cal.App.4th 43, 66 fn. 11 [lower court found up to 40% range of contingency fee in marketplace
15 was appropriate in class actions]). However, courts have awarded fees as high as 50% of the
16 settlement, depending on the circumstances of the case. (*Conte & Newberg, Newberg on Class*
17 *Actions* (4th Ed., 2002) § 14.03, See also. *In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526
18 F.Supp. 494 [awarding fees in the amount of 45% of the settlement], *Beech Cinema, Inc. v.*
19 *Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 [awarding fees of
20 approximately 53% of the settlement amount]).

21 44. Here, the benefit to the PAGA Members is the \$319,000 Gross Settlement Amount
22 and the fee request of \$105,270.00 is 33%.

23 45. Solely based on the commonly used “common fund” theory of recovery, the
24 requested fees of \$105,270.00 should be granted. Plaintiff’s Counsel has obtained a Settlement
25 with substantial benefit for the PAGA Members and the results justify the award of attorneys’ fees
26 requested.

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1 **IX. The Total Costs of \$6,693.05 Are Reasonable and Should be Approved**

2 46. The actual costs my firm incurred in prosecuting this litigation were \$6,693.05.
3 (Attached hereto as **Exhibit E** is our firm's cost bill). We incurred the necessary costs associated
4 with complex litigation, including court fees, mediation, video conferencing, cloud hosting
5 services, attorney service costs, research, and other necessary costs. These expenses are all of a
6 type normally charged to a fee-paying client in the private legal marketplace. The expenses
7 pertaining to this case are reflected in the books and records of my firm and an accurate record of
8 the expenses incurred.

9 **X. Plaintiff Enhancement Payments:**

10 47. The Parties have agreed that Plaintiff will be paid an enhancement payment in the
11 amount of \$10,000. This payment is intended to recognize the time and effort that Plaintiff spent
12 on behalf of other PAGA Members and the State.

13 48. Plaintiff actively participated in this Action. Plaintiff spent substantial time
14 participating in interviews, meetings, and telephone consultations with me and spent numerous
15 hours gathering information to support these claims and directly assisted in evaluating the
16 information obtained from Defendant. Indeed, Plaintiff was instrumental in the success of this case
17 and the settlement. They were responsive, knowledgeable, participatory, and principled in their
18 pursuit of justice.

19 49. Plaintiff also sacrificed their personal interests to benefit the PAGA Members. By
20 agreeing to file this case, Plaintiff assumed the risk of a judgment against them for an award of
21 costs in the event of an adverse outcome. While the issue of whether prevailing defendants in a
22 PAGA action can recover C.C.P. § 1032 litigation costs is currently undecided, statutory authority
23 exists that could potentially lead to that outcome, and at least one California court has recently
24 held that such a prevailing defendant can recover such costs. (*Kelly Rose v. Hobby Lobby Stores,*
25 *Inc.*, (Alameda Superior Court, Case No. RG17-862127).

26 50. While a PAGA representative is potentially liable for all of the costs in an
27 unsuccessful suit, they certainly do not reap all of the benefits in a successful one. Accordingly, a
28 fair enhancement award is necessary to ensure that a successful PAGA representative receives just

1 compensation for his willingness to take on the full risks of a loss where he stands to benefit little.
2 Here, Plaintiff is requesting \$10,000.

3 51. Plaintiff has no known conflicts of interest with other PAGA Employees and have
4 expressed no interests antagonistic to the PAGA Employees.

5 52. The requested \$10,000 to Plaintiff is a fair and reasonable sum, given their
6 assumption of risk, sacrifice, involvement, and the results achieved. (See, accompanying
7 Declaration of Gilbert Castellon).

8 53. Without Plaintiff's efforts, there would be no recovery at all. The requested award
9 is appropriate to compensate Plaintiff for the risk and expense they incurred in conferring a benefit
10 on the PAGA Members and the State of California. As a result of the named Plaintiff's efforts, the
11 PAGA Members will receive monetary settlement payments, and the State of California will
12 receive \$145,715.21 to be put toward education about and enforcement of California's labor laws.

13
14 I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct. Executed this 2nd day of October 2025, at San Diego, California.
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17 /s/ John J. Weber

18 John J. Weber, Declarant
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EXHIBIT A

Representative Cases & Settlements

- a. *Jason A. Park v. Cytodyne Technologies, Inc.*, Case No. GIC 768364, [2003 WL 21283814], California Superior Court, San Diego County, (Judge Ronald L. Styn) (\$18,080,742.14 on behalf of the certified class after a seven-week trial).
- b. *Wathik Sabri, et al. v. GMAC Mortgage Corporation*, Case No. 03CC00423, California Superior Court, Orange County, (Judge Richard L. Bauer) (\$5,000,000 wage and settlement on behalf of class of California mortgage industry employees).
- c. *Lisa Hanna et al v. Home First Mortgage, et al* Case No. SACV06-933 JVS (ANx), California Superior Court, Orange County, (Judge Philip S. Gutierrez) (\$2,000,000 wage and hour settlement on behalf of class of mortgage brokers in California).
- d. *Arthur Montalvo v. Lenox Financial Mortgage Corporation, et. al* Case No. 06CC00249, California Superior Court, Orange County (Judge David C. Velasquez) (wage and hour settlement of up to \$450,000.00 on behalf of class of mortgage brokers in California).
- e. *Aaron Lopez et. al. v. Fry's Electronics, Inc., et. al*, Case No. 1-06-CV-061162, California Superior Court, Santa Clara County (Judge Neal A. Cabrinha - assigned to Judge William Cahill (Ret.) at JAMS San Francisco for preliminary and final approval) (approximate \$3,200,000.00 settlement on behalf of class of employees in California).
- f. *Hernandez et al v. Diamond Environmental Services et al*, Case No. 37-2007-00051019-CU-OE-NC, California Superior Court, San Diego County (Judges Anello and Dahlquist) (wage and hour settlement of \$515,000.00 on behalf of worker class).
- g. *Romero v. Collection Bureau of America, Ltd.*, Case No. 37-2008-00090572-CU-MC-CTL, California Superior Court, San Diego County (Judge William R. Nevitt) (\$675,000.00 settlement on behalf of a nationwide class under the Telephone Consumer Protection Act).
- h. *Perez v. Jet Speed Plumbing, Inc.*, Case No. 37-2014-00010057-CU-OE-CTL, California Superior Court, San Diego County (Judge John S. Meyer) (\$300,000.00 settlement on behalf of an employee class of plumbers).

Representative Cases & Settlements

- i. Ko v. Natura Pet Products, Inc. Case, No. 5:09cv02619, Northern District of California (\$2,150,000.00 settlement on behalf of a nationwide class of consumers based on claims of the Unfair Competition Laws).*
- j. Santoli v. The Money Source, Inc., Case No. 30-2017-00917450-CU-OE-CXC, California Superior Court, Orange County (Judge Randall Sherman) (\$1,500,000.00 wage and hour settlement on behalf of a California class of mortgage loan officers).*
- k. D'Aquino v. Stonegate Mortgage, Case No. 30-2016-00832495-CU-OE-CXC, California Superior Court, Orange County (Judge Randall Sherman) (\$1,705,218.00 wage and hour settlement on behalf of a California class of mortgage loan officers).*
- l. Gonzales v. Vivint Solar Developer, LLC, Case No. 30-2018-00008020-CU-OE-CTL (Judge Katherine Bacal) (Approx. \$10,000,000 wage and hour class action and PAGA settlement on behalf of class of California door-to-door solar sales representatives.)*
- m. Green v. LGCY Power, LLC Case No. 37-2019-00026629-CU-OE-CTL, California Superior Court, San Diego County (Judge Ronald Frazier) (\$3,820,000 wage and hour class action and PAGA settlement on behalf of class of California door-to-door solar sales representatives).*
- n. Crabtree v. Vivint, Inc., Case No. 30-2020-01141910-CU-OE-CXC, California Superior Court, Orange County (Judge Glenda Sanders) (\$6,500,000 wage and hour class action and PAGA settlement on behalf of class of California door-to-door solar and alarm sales representatives).*
- o. Infinity Energy, Inc., v. Jeffery JCCP No. 5139, California Superior Court, San Diego County (Judge Keri G. Katz) (\$3,000,000 wage and hour class action and PAGA settlement on behalf of class of California door-to-door solar sales representatives).*
- p. Santa Cruz v. Sun West Mortgage Company, Inc., Case No. 30-2022-01239675-CU-OE-CXC, California Superior Court, Orange County (Judge Melissa R. McCormick) (\$900,000 PAGA settlement on behalf of exempt and non-exempt aggrieved California mortgage industry employees).*

EXHIBIT B



5820 Oberlin Dr., Suite 205 San Diego, CA 92121

Main: 858.558.9400 | Direct: 858.558.9407 | Facsimile: 858.558.9401 | Email: jweber@keeganbaker.com

November 8, 2023

Via Electronic Submission

California Labor & Workplace Development Agency

801 K Street, Suite 2101
Sacramento, CA 95814

Via Certified Mail, Return Receipt Requested

Priority Plus Financial, LLC

18001 Cowan, Suite E
Irvine, CA 92614

Registered Agents, Inc.

Agent For Service of Process for Priority Plus Mortgage Company, Inc.
1401 21st Street, Suite R
Sacramento, CA 95811

NOTICE UNDER LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

Dear Sir or Madam:

This firm represents Gilbert Castellon (hereinafter, "Claimant"). This letter is sent pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 et seq.) as a prerequisite to bringing an action to enforce the California labor laws described below and to recover wages, expenses and penalties thereunder.

I. STATEMENT OF FACTS.

Priority Plus Financial, LLC, ("Priority Plus") is a corporation organized and existing under the laws of the state of Delaware. Priority Plus's principal place of business in California is located at 18001 Cowan, Suite E, Irvine, California 92614.

Priority Plus maintains multiple offices in the State of California.

Priority Plus is a debt relief/consolidation company which sells debt consolidation services to consumers throughout California. To facilitate the sales of these services, Priority Plus employs non-exempt employees, such as Claimant, to contact leads to sell debt consolidation and debt forgiveness services.

Claimant is an adult resident of the State of California. Claimant, and other similarly aggrieved employees, were employed by Priority Plus during the twelve (12) months preceding this notice in the State of California. Claimant and other similarly situated aggrieved employees earned hourly wages plus commission.

While Claimant was employed by Priority Plus, it failed to reimburse Claimant and other similarly situated aggrieved employees for work expenses incurred in direct consequence of the discharge of their duties in violation of Labor Code §§ 2800, 2802, and IWC Wage Order No. 4-2001.

While Claimant was employed by Priority Plus, it failed to pay Claimant, and other similarly situated aggrieved employees, minimum and overtime wages in violation of Labor Code §§ 510, 1197, 1198, & 1199.

While Claimant was employed by Priority Plus, it failed to provide meal and rest periods, and failed to pay proper premium wages for missed meal and rest periods, in violation of Labor Code §§ 226.7 & 512.

While Claimant was employed by Priority Plus, it willfully failed to timely pay wages to Claimant and other similarly situated aggrieved employees, both during employment and upon termination in violation of Labor Code §§ 201, 202, 204, & 210.

While Claimant was employed by Priority Plus, it failed to timely furnish to Claimant, and other similarly situated aggrieved employees, legally compliant wage statements in violation of Labor Code §§ 226, and IWC Wage Order No. 4-2001.

While Claimant was employed by Priority Plus, it unlawfully deducted wages from Claimant, and other similarly situated aggrieved employees, in violation of Labor Code § 221.

While Claimant was employed by Priority Plus, it knowingly required Claimant and other similarly situated aggrieved employees to agree, in writing, to unlawful terms and conditions of employment in violation of Labor Code § 432.5.

While Claimant was employed by Priority Plus, it failed to maintain records reflecting the employment information for Claimant and other similarly situated aggrieved employees, for at least three (3) years, as required by California Labor Code § 1174.

While Claimant was employed by Priority Plus, it failed to provide Claimant and other similarly situated aggrieved employees written notice of certain wage and other information required by Labor Code § 2810.5.

While Claimant was employed by Priority Plus, it failed to provide Claimant and other similarly situated aggrieved employees a written contract setting forth the method by which commissions shall be computed and paid in violation of Labor Code § 2751.

II. LEGAL THEORY OF RECOVERY.

A. Priority Plus Failed to Reimburse Employees for Work Expenses in Violation of Labor Code § 2800, 2802, and IWC Wage Order No. 4-2001.

Labor Code § 2800 states:

“An employer shall in all cases indemnify his employee for losses caused by the employer’s want of ordinary care.”

Labor Code § 2802(a) states, in relevant part:

“(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties....”

While Claimant was employed by Priority Plus, Claimant and other similarly situated aggrieved employees regularly used their own personal cell phone, computers, and maintained data and internet plans for the use of each. Priority Plus failed to reimburse Claimant for any or all of these necessary business expenses in violation of § 2802.

Labor Code § 2802(c) provides that:

“For purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.” Also, pursuant to §1197.1, any employer who violates § 2802 is also subject to a civil penalty of \$100 for each aggrieved employee per pay period for each intentional initial violation and \$250 for each subsequent violation, either intentional or unintentional, plus the unlawfully withheld expenses.

B. Priority Plus Failed to Pay Minimum Wages and Overtime Compensation in Violation of Labor Code §§ 510, 1197, 1198, & 1199

Labor Code § 1197 states:

“The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

Labor Code § 1198 states:

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code § 510 states:

“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.”

While employed by Priority Plus, Claimant, and other similarly situated aggrieved employees regularly worked, and were regularly required to work more than eight hours per day and/or forty hours a week, without receiving lawful overtime compensation. Priority Plus would also failed to pay lawful overtime wages at the regular rate of pay and regularly and intentionally paid commission wages separate from other earned wages for the same pay period to avoid paying all earned overtime wages.

Labor Code § 1194 provides that:

“(a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.”

Labor Code § 1194.2(a) provides, in relevant part:

“In any action under Section...1194...to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. Nothing in this subdivision shall be construed to authorize the recovery of liquidated damages for failure to pay overtime compensation. A suit may be filed for liquidated damages at any time before the expiration of the statute of limitations on an action for wages from which the liquidated damages arise.”

Labor Code § 1194.5 provides:

“In any case in which a person employing an employee has willfully violated any of the laws, regulations, or orders governing the wages, hours of work, or working conditions of such employee, the division may seek, in a court of competent jurisdiction, and the court may grant, an injunction against any further violations of any such laws, regulations, or orders by such person.”

Labor Code § 1197.1 provides that:

“(a) Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203.” See also IWC Wage Order No. 4-2001, item 4.

Labor Code § 218.6 provides:

“In any action brought for the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2.”

Labor Code § 218.5 provides, in relevant part:

“(a) In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.”

Labor Code § 1199 provides that:

“Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following:

- (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission.
- (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission.
- (c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.”

Labor Code § 558 provides, in relevant part:

“(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
- (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
- (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

C. Priority Plus failed to Timely Pay Wages Owed Both During Employment and Upon Termination in Violation of Labor code §§ 201, 202, 203, 204, & 210.

Labor Code § 201 states, in relevant part:

“(a) If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code § 202 states, in relevant part:

“(a) If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code § 204 states, in relevant part:

“(a) All wages, other than those mentioned in §§ 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month,

on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month...(b)(1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

While Claimant was employed by Priority Plus, it failed to timely pay Claimant, and other current or former Employees, in accordance with the provisions of Labor Code § 204, frequently paying earned wages significantly later than the proscribed time-period.

Claimant also alleges that Priority Plus regularly failed to timely pay employees all earned commissions at the time those wages were earned and capable of being calculated. Because commissions constitute wages under California law, Priority Plus fails to timely pay earned wages due to Employees in violation of California law.

Also, while Claimant was employed by Priority Plus, it willfully failed to timely pay Claimant and all other similarly situated aggrieved employees for all earned wages due to them upon termination of their employment.

Labor Code § 203 provides that:

“(a) If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents himself or herself to avoid payment to him or her, or who refuses to receive the payment when fully tendered to him or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment.”

Labor Code § 210 provides, in relevant part:

“(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

Labor Code § 218.5 provides, in relevant part:

“(a) In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.”

Labor Code § 218.6 provides:

“In any action brought for the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2.”

D. Priority Plus Failed to Timely Furnish Legally Compliant Wage statements in Violation of Labor Code §§ 226

Labor Code § 226(a) states, in relevant part:

“Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned...(7) the name of the employee and only the last four digits of his or her social security number...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, “copy” includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.”

The wage statements provided by Priority Plus to Claimant, and other similarly situated aggrieved employees, fail to comply with the requirements of §§ 226(a) and by failing to provide all the information required by this section. The missing information required by §§ 226(a) and includes, *inter alia*, the total hours worked, the beginning and/or ending dates of the pay period, name and address of the legal entity that is the employer, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, the overtime rate of pay, all deductions, and an itemization, accounting, or other explanation of how the commission is calculated.

Labor Code § 226.3 provides:

“Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in

an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

E. Priority Plus Unlawfully Deducted Wages in Violation of Labor Code § 221

Labor Code § 221 states:

“It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

As stated above, Claimant alleges that Priority Plus has a policy, practice, guideline and/or procedure by which Employees are not paid earned bonus and commission wages after termination. Claimant alleges that Priority Plus unlawfully withheld balance of these wages upon termination of Employees in violation of Labor Code § 221.

Claimant further alleges that Priority Plus regularly and intentionally makes unlawful deductions from earned wages during employment through unexplained deductions from earned commissions and unlawfully deducting hourly “draw” wages from earned commissions.

Labor Code § 225 provides:

“The violation of any provision of Sections 221, 222, 222.5, or 223 is a misdemeanor.”

Labor Code § 225.5 provides, in relevant part:

“In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as follows:

- (a) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (b) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

F. Priority Plus failed to maintain sufficient employment records in violation of Labor Code §§ 1174

Labor Code § 1174 states, in relevant part:

“Every person employing labor in this state shall...(c) Keep a record showing the names and addresses of all employees employed...(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective

plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

While Claimant was employed by Priority Plus, it failed to keep and maintain employment records in accordance with the location and temporal provisions of Labor Code § 1174.

Labor Code § 1174.5 provides:

“Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

G. Priority Plus Failed to Provide Written Commission Agreements in Violation of Labor Code § 2751

Labor Code § 2751 provides, in relevant part:

“(a) Whenever an employer enters into a contract of employment with an employee for services to be rendered within this state and the contemplated method of payment of the employee involves commissions, the contract shall be in writing and shall set forth the method by which the commissions shall be computed and paid. (b) The employer shall give a signed copy of the contract to every employee who is a party thereto and shall obtain a signed receipt for the contract from each employee.”

While Claimant was employed by Priority Plus, it failed to provide Claimant and other similarly situated aggrieved employees with written contractual terms setting forth the method by which commissions shall be computed and paid.

Labor Code § 2699(f) provides, in relevant part:

“(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows:

...(2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

III. LABOR CODE PROVISIONS VIOLATED BY PRIORITY PLUS

Claimant alleges that Priority Plus violated Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 510, 1174, 1197, 1198, 2751, 2800, & 2802.

If Claimant does not receive written notice from the Labor and Workforce Development Agency

within the time prescribed in Labor Code § 2699.3 subd. (a)(2)(a) that it intends to investigate the alleged violations, Claimant intends to file an action against Priority Plus seeking wages, expenses, penalties and other allowed damages pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 et seq.).

Respectfully,

A handwritten signature in blue ink, appearing to read "John J. Weber", with a long horizontal flourish extending to the right.

John J. Weber
For **KEEGAN & BAKER, LLP**

John Weber

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, November 8, 2023 4:44 PM
To: John Weber
Subject: Thank you for submission of your PAGA Case.

11/8/2023

LWDA Case No. LWDA-CM-993106-23
Law Firm : Keegan & Baker, LLP
Plaintiff Name : Gilbert Castellon
Employer: Priority Plus Financial, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT C



AMERICAN
ARBITRATION
ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

Western Case Management Center
Chante Little
Assistant Vice President
45 E River Park Place West
Suite 308
Fresno, CA 93720
Telephone: (877)528-0880
Fax: (855)433-3046

June 20, 2025

VIA ELECTRONIC MAIL

John J. Weber, Esq.
Keegan & Baker, LLP
5820 Oberlin Drive
Suite 205
San Diego, CA 92121
Via Email to: jweber@keeganbaker.com

Todd R. Wulffson, Esq.
CDF Labor Law, LLP
18300 Von Karman Avenue
Suite 800
Irvine, CA 92612
Via Email to: twulffson@cdflaborlaw.com

Case Number: 01-24-0004-7571

Gilbert Castellon

-vs-

Priority Plus Financial LLC

Dear Parties:

This will confirm that the above referenced matter is closed.

At this time, we have verified with the arbitrator that she has submitted all requests for compensation and expenses in this matter. Accordingly, we have conducted a final reconciliation of the finances and will provide each party with a Financial History and Compensation Summary upon requested. If a party had any unused compensation deposits, we have issued a refund check that should arrive in the mail shortly. If a party has an outstanding balance, that party will continue to receive cyclical invoices until the balance is paid.

Pursuant to the AAA's current policy, in the normal course of our administration, the AAA may maintain certain electronic case documents in our electronic records system. Such electronic documents may not constitute a complete case file. Other than certain types of electronic case documents that the AAA maintains indefinitely, electronic case documents will be destroyed 18 months after the date of this letter.

Please note that the AAA WebFile® ECF Guidelines will not apply after closing of the case. Therefore, any additional submissions from the parties in this matter should be submitted via email to the AAA, with copies sent to all other parties.

You will receive a survey within the next few weeks. Please take a moment to complete it as we value your opinion and any feedback you may have.

We appreciate the opportunity to assist you in resolving your dispute. As always, please do not hesitate to contact me if you have any questions.

Sincerely,

Jose Guerrero
Manager of ADR Services
Direct Dial: (559)650-8066
Email: JoseGuerrero@adr.org
Fax: (855)433-3046

cc:
Christian Amos, Esq.
Yadira Samaniego
Caleb Chin, Esq.
Brittany Mendocilla
John S. Keeney, Esq.
Susanne Zimmerman
Erica Perez
Nancy N. Lubrano, Esq.
Brenda Cardenas
Leslie Sanchez
Maria Anderson

Hon. Tricia A. Bigelow

EXHIBIT D

**SETTLEMENT AGREEMENT AND RELEASE OF PRIVATE ATTORNEYS
GENERAL ACT CLAIMS**

This Settlement Agreement and Release of Private Attorneys General Act Claims (“Settlement Agreement”) is made by and between, on the one hand, Gilbert Castellon (“Plaintiff”), individually, and on behalf of all other similarly situated PAGA Members and the State of California, and on the other hand, Priority Plus Financial, LLC (“Defendant”). Plaintiff and Defendant are collectively referred to herein as the “Parties” and may be individually referred to as a “Party.”

A. Definitions

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” or “Lawsuit” means and refers to *Gilbert Castellon, et al. v. Priority Plus Financial, LLC*, Orange County Superior Court Case No. 30-2024-01375043-CU-OE-CXC. The operative complaint in the Action is the Representative Complaint for Recovery of Penalties Under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) filed on January 22, 2024.
2. “Active Date” means the date the Court approves the settlement.
3. “Agreement” or “Settlement Agreement,” shall mean this Settlement Agreement and Release of Private Attorneys General Act Claims, together with all attached Exhibits.
4. “Attorney’s Fees and Costs” means the sum for which Plaintiff’s Counsel shall make application to the Court, that shall not exceed one-third of the Gross Settlement Amount (estimated to be \$105,270), and actual litigation costs, not to exceed \$10,000, which shall be paid out of the Gross Settlement Amount.
5. “Court” shall mean the Superior Court of the State of California, County of Orange.
6. “Defendant’s Counsel” means and refers to CDF Labor Law, LLP.
7. “Effective Date” means the date the Court approves the terms of the Settlement set forth in this Agreement and has entered the Final Order.
8. “Eligible Pay Period” means any pay period worked by a PAGA Member in California in a non-exempt position for Defendant at any time during the PAGA Period. Defendant estimated that there were approximately 3,193 Eligible Pay Periods worked by PAGA Members during the PAGA Period as of the time the Parties attended mediation on November 17, 2024. Defendants have confirmed that as of November 21, 2024, there were approximately 3,485 Eligible Pay Periods worked. If the actual number of pay periods worked as of November 21, 2024 increases by more than ten percent (10%) of the estimate of Eligible Pay Periods worked as of the mediation date (i.e., if the total number of pay periods exceeds 3,512), Defendant will increase the Gross Settlement Amount proportionately for each pay period in excess of 3,512 (the “Escalator Payment”).
9. “Final Order” means the Court’s Order granting the Stipulation or Motion for Approval of the PAGA Settlement set forth in this Agreement, and dismissing the Action with prejudice.

10. "Funding Date" means fifteen (15) calendar days after the Active Date or December 17, 2025, whichever is later.
11. "Gross Settlement Amount" or "GSA" means the maximum settlement amount that Defendant will pay in connection with the Settlement of the Action. The GSA is Three Hundred Nineteen Thousand Dollars (\$319,000), subject to the Escalator Payment memorialized in Paragraph 8, above. No part of the GSA shall revert to Defendant under any circumstances. Defendant shall pay no more and no less than the GSA to resolve the Action as described herein.
12. "LWDA Payment" means seventy-five percent (75%) of the PAGA Penalty Fund that shall be paid to the California Labor & Workforce Development Agency ("LWDA") pursuant to the PAGA for civil penalties.
13. "Net Settlement Amount" or "PAGA Penalty Fund" is the amount that remains after deduction of Plaintiff's Counsel's Attorney's Fees and Costs, Plaintiff's Enhancement Payment, and the Settlement Administrator's fees and costs from the Gross Settlement Amount.
14. "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.
15. "PAGA Member(s)" means any and all individuals who were employed by Defendant in a non-exempt position for at least one Eligible Pay Period in California during the PAGA Period.
16. "PAGA Settlement" or "Settlement" means the settlement of the Action memorialized in this Agreement.
17. "PAGA Period" means the time period from November 8, 2022 through November 21, 2024.
18. "Plaintiff's Counsel" means Keegan & Baker, LLP.
19. "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, Professional Employer Organizations, including Insperity, 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.
20. "Settlement Administrator" means CPT Group/Simpluris, or a different third-party administrator agreed to by the Parties and approved by the Court.

B. General

21. On or about November 8, 2023, Plaintiff sent a PAGA Notice to the LWDA, with a copy to Defendant via U.S. Certified Mail, alleging the following claims against Defendant: (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; (8) knowingly requiring employees to execute unlawful contractual provisions in violation of Labor Code § 432.5, and failure to provide notice to employees in violation of Labor Code § 2810.5.

22. Without indication from the LWDA it intended to investigate the claims, on January 22, 2024, Plaintiff filed the Lawsuit in the Superior Court of California, County of Orange, which alleged the claims identified in Plaintiff's PAGA Notice.

23. Defendant denies all of Plaintiff's claims and allegations, as referenced in the Action and the PAGA Notice, and further denies any liability or wrongdoing of any kind associated with the claims alleged in the Action (or otherwise).

24. The Parties have conducted a thorough investigation into the facts of the Action and Arbitration. This included, among other things, informal discovery and exchanging extensive information and key documents relating to the underlying alleged violations. After engaging in several months of protracted settlement negotiations, the Parties reached the proposed Settlement described in this Agreement at a mediation before the Honorable Fransisco F. Firmat (Ret.) of ADR Services, Inc., and believe it is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree this Agreement constitutes a compromise of claims alleged by Plaintiff on behalf of both himself and the State of California and the LWDA, and it is the desire and intention of the Parties to effect a final and complete resolution of the claims Plaintiff has alleged against Defendant and/or any of the Released Parties under PAGA. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability by Defendant.

25. Under California Law, the State may assess and collect civil penalties from employers for violations of certain provisions of the Labor Code. Labor Code §§ 2698, *et seq.* Under PAGA, however, if an "aggrieved employee" "give[s] written notice by certified mail to the [State] and the employer of the specific provision of the [Labor Code] alleged to have been violated," and the State thereafter decides not to investigate, as is the case here, or does investigate and determines a citation against the employer should not issue, the employee may, "as an alternative" to enforcement by the State, act as a proxy or agent of the state's labor law enforcement agencies and bring a civil action under PAGA to recover civil penalties "on behalf of himself or herself and other current or former employees." *Id.* "[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the state and 25 percent to the aggrieved employees." *Id.*

26. California Labor Code § 2699(1)(2) provides "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part."

27. In consideration of the promises and agreements contained herein, the Parties agree and covenant as follows:

C. **Terms of Settlement**

28. Subject to the Court's approval of the Settlement pursuant to Labor Code § 2699(1)(2), which counsel and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding settlement of the Action.

29. Upon the Court entering the Final Order and the Active Date occurring, Defendant shall pay the non-reversionary Gross Settlement Amount in the total sum of Three Hundred Nineteen Thousand Dollars (\$319,000), subject to the Escalator Payment memorialized in Paragraph 8, above. The Gross Settlement Amount will be distributed in the following manner:

- a. **Settlement Administration Costs:** The costs associated with settlement administration will be paid from the Gross Settlement Amount, and shall not exceed \$2,750. The Administrator's services will include, but not be limited to the following: updating PAGA Members' mailing addresses through a search of the National Change of Address database maintained by the U.S. Post Office, and skip-tracing bad addresses on the return of the PAGA Members' Notice and settlement payment checks; formatting and printing the Notice to be mailed to the PAGA Member with their settlement payment checks; calculating, issuing and mailing payments to LWDA and PAGA Members; performing tax reporting to the appropriate authorities, among other things called for by this Agreement. Subject to Court approval, the Parties agree to use Simpluris as the Settlement Administrator.
- b. **Attorney's Fees and Costs:** The Parties agree that, subject to the Court's review and approval, Plaintiff's Counsel will be paid up to one-third of the GSA (\$105,270) from the GSA, as reasonable attorney's fees, plus actual litigation costs also to be paid from the GSA, incurred to litigate the Action and to obtain Court approval of the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's counsel for the Attorney's Fees and Costs awarded. In no circumstance(s) shall Defendant be liable for any payment(s) of Attorney's Fees and Costs separate from the GSA. Any lesser amount awarded by the Court shall not invalidate this Settlement Agreement.
- c. **Enhancement Payment to Plaintiff:**
 - i. 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. Defendant shall not oppose any requests by Plaintiff for the Enhancement Payment, which will be paid out of the Gross Settlement Amount.
 - ii. This Agreement is not contingent upon the Court approving the Enhancement Payment in an amount equal to the maximum amount authorized by this Section. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Enhancement Payment in an amount less than that authorized by this Section. The Court's refusal to approve the Enhancement Payment requested by Plaintiff does not give Plaintiff or Plaintiff's Counsel any basis to abrogate this Agreement.
 - iii. 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.

- c. **PAGA Penalty Fund**: After deducting the Attorney's Fees and Costs, Enhancement Payment to Plaintiff, and Settlement Administration Costs from the Gross Settlement Amount, the remaining net settlement amount, the PAGA Penalty Fund, will be apportioned as required by the PAGA, Labor Code section 2699(i), with distribution of 75% to the LWDA, (the "LWDA Payment") and 25% to the PAGA Members. The PAGA Penalty Fund shall encompass all payments to the LWDA and to the PAGA Members.
- e. **PAGA Penalty Fund Allocation**: The PAGA Penalty Fund, estimated at \$190,980 shall be allocated \$143,235 (75%) for the LWDA Payment, and \$47,745 (25%) to the PAGA Members, to be distributed on a proportionate basis, using the number of Eligible Pay Periods each PAGA Member was employed during the PAGA Period, as detailed in Paragraph 37, herein.
- f. **Taxes and Reporting**: Each PAGA Member's individual share will be treated as non-wage income for which the Administrator shall issue an IRS Form 1099 to be mailed together with the PAGA Member's settlement check, and reported to the applicable governmental authorities, if required by law as determined by the Settlement Administrator.

D. Release of PAGA Claims

30. 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 Action Complaint or alleged in the PAGA Notice to recover civil penalties pursuant to PAGA for any alleged violations of the California Labor Code sections, claims, and theories expressly pleaded or that could have been pleaded in the Action, including, but not limited to; claims for alleged violations of California Labor Code sections 200-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.5, 226.7, 432, 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2751, 2800, 2810.5, 2802, 2698, et seq. violations of applicable IWC Wage orders, or for the following alleged violations: (1) failure to reimburse for work expenses; (2) failure to pay minimum wages and overtime compensation, including commissions; (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; (8) knowingly requiring employees to execute unlawful contractual provisions; and (9) failure to provide Notice to Employee (the "Released PAGA Claims").

31. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys

General Act of 2004 ... is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding,” which the Final Order shall so reflect. The Final Order shall not bind or release Plaintiff or the PAGA Members’ individual wage claims (or other individual claims). However, in accordance with *Arias*, the Final Order shall be binding on the State of California, the LWDA, Plaintiff and the PAGA Members as to the Released PAGA Claims. A statement to this effect shall be included in the Notice sent to the PAGA Members mailed together with their Settlement payment checks and IRS 1099 Forms.

F. Settlement Approval and Implemental Procedures

32. Plaintiff’s Counsel shall prepare a stipulation or motion for approval of the Settlement pursuant to California Labor Code § 2699(1)(2). Defendant shall not oppose any such motion or stipulation provided (a) Plaintiff’s Counsel sends a draft of the motion or stipulation for approval to Defendant’s Counsel at least seven (7) calendar days before it is filed and Defendant’s Counsel agrees, in writing, to the filing of the motion or stipulation; and (b) the motion is consistent with the terms of this Settlement Agreement. Defendant’s Counsel will work with Plaintiff’s Counsel to provide Plaintiff’s Counsel with, and allow Plaintiff’s Counsel to submit to the Court, adequate information related to the Released PAGA Claims to obtain approval of the Settlement pursuant to a reasonable request by Plaintiff’s Counsel. As required by the Labor Code, at the time the motion for approval of the Settlement is filed with the Court, Plaintiff’s Counsel shall submit the stipulation or motion, together with its exhibits, to the LWDA.

33. Within three (3) business days after the Active Date, the Settlement Administrator shall send Defendant’s Counsel electronic wiring instructions to fund the Gross Settlement Amount.

34. No later than the Funding Date, Defendant will send to the Settlement Administrator a list which shall provide for each PAGA Member, the following information: (1) full name; (2) last known address; (3) social security number; and (4) the number of Eligible Pay Periods (the “Data List”). The fact that Defendant may not possess/maintain/know any or all of the PAGA Members’ last known contact information shall not constitute a breach of this Agreement or be grounds for enforcement; however, Defendant will conduct a reasonable search and diligent inquiry to obtain such information and provide to the Settlement Administrator. The Data List shall be treated as and remain confidential and be used solely to manage the notice and payment process described herein, and for no other purpose, and shall not be disclosed to anyone other than the Settlement Administrator, except as may be required by applicable taxing authorities, or pursuant to express written authorization of Defendant, the PAGA Members or by order of the Court.

35. No later than the Funding Date, Defendant shall wire the Gross Settlement Amount, i.e., \$319,000 to the Settlement Administrator. Upon receipt of payment from Defendant, the Administrator will distribute the Gross Settlement Amount as ordered by the Court. If additional payments are required to fund the GSA pursuant to the Escalator Payment clause memorialized in Paragraph 8, above, Defendant shall increase the GSA accordingly pursuant to the Settlement Administrator’s confirmation of any additional amount due, which shall be fully funded by the Funding Date. The Gross Settlement Amount must be fully funded before any disbursements will be made. Should Defendant fail to fund the Gross Settlement Amount at the time and in the amounts as provided for by this Agreement, and unless otherwise agreed upon by the Parties or ordered by the Court, Plaintiff may elect to enforce this Agreement or, at his option, this Agreement and the settlement described within it, shall be rescinded, and the Parties shall be restored to their respective positions as of November 17, 2024.

36. The Settlement Administrator will perform all settlement administration duties, including (i) a National Change of Address (“NCOA”) database search, (ii) skip trace to update PAGA Member addresses on the return of undelivered Notices and checks; , (iii) issuing the Notice and payments to Plaintiff and all PAGA Members, (iv) issuing all required IRS forms, and reporting same to the applicable taxing authorities; and (v) issuing payment to the LWDA, PAGA Members, Plaintiff’s Counsel and to itself, with payment coming from the Gross Settlement Amount.

37. The Administrator shall have the authority and obligation to calculate the amounts of the PAGA Members’ Settlement payments in accordance with the methodology set forth in this Agreement and orders of the Court. Each PAGA Member will be eligible to receive a Settlement payment based on the total number of his/her Eligible Pay Periods worked during the PAGA Period in relation to the aggregate number of Eligible Pay Periods worked by all PAGA Members during the PAGA Period, e.g.

$$\text{PAGA Member Payment} = \$47,745 \times \frac{\text{PAGA Member's Number of Eligible PAGA Pay Periods}}{\text{All PAGA Members' Eligible PAGA Pay Periods}}$$

38. All disbursements to the PAGA Members, the LWDA, the Settlement Administrator, and Plaintiff’s Counsel required under this Settlement Agreement shall be made within ten (10) business days after Defendant fully funds the GSA. Prior to disbursement, the Settlement Administrator will forward its calculations of the PAGA Members’ Settlement payments to all counsel, and receive approval from all counsel as to such amounts. Any Party’s failure to respond to the Settlement Administrator’s request for approval within five (5) business days shall be deemed approval of the calculations.

39. PAGA Members shall have 180 calendar days after mailing to cash their individual settlement checks. If any PAGA Member’s check is not cashed within that period, the check will be voided and a stop-payment will be issued. Any funds in the Settlement Administrator’s account as a result of a failure to timely cash a settlement check shall be transmitted to the California State Controller’s Unclaimed Property Fund in the name of each respective PAGA Member whose check was uncashed and voided. Neither Defendant, Defendant’s Counsel, Plaintiff’s Counsel, nor Plaintiff will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Settlement will be paid out to PAGA Members whether or not they all cash their settlement checks. Therefore, Defendant will not be required to pay any interest on said amount.

40. By no later than 240 days after mailing Settlement payment checks to all PAGA Members, the Settlement Administrator shall provide Plaintiff’s Counsel and Defendant’s Counsel with a declaration setting forth the disbursements made to the PAGA Members, the LWDA, Plaintiff’s Attorneys for attorneys’ fees and litigation costs, and to itself, and shall include information regarding the number of uncashed checks as of that date, the aggregate sum of uncashed checks, and the timeline for transmittal of sum represented by all uncashed checks to California’s Controller, Unclaimed Property Division, (if applicable).

G. Miscellaneous Provisions

41. **Eligible Pay Periods:** Defendant represented there are approximately 3,193 Eligible Pay Periods worked by the PAGA Members during the PAGA Period as of the date of the mediation on November 17, 2024.

42. **Voiding the Agreement:** The Settlement Agreement shall be voidable and unenforceable as to all Parties herein at the option of either Party if (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a dismissal with prejudice of the Action, or (c) the approval of the Settlement and dismissal is reversed, modified or declared or rendered void by a court of competent jurisdiction. In that event, then neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Settlement to facilitate approval.

43. **Waiver:** The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

44. **Parties' Authority:** The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

45. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendant and Defendant's counsel, take all necessary steps to secure the Court's approval of the Settlement, and the Final Order.

46. **No Prior Assignments:** The Parties hereto 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 rights released and discharged by this Settlement Agreement.

47. **No Admission:** Defendant denies any and all liability to Plaintiff and/or the PAGA Members in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action based on the facts set forth in the Representative Complaint for Recovery of Penalties Under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") and the PAGA Notice. Nonetheless, Defendant wishes to settle and compromise the matters at issue in the Action to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that it has asserted or could assert against Plaintiff, have determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

48. **Binding Settlement:** Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement

is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

49. **Enforcement Actions:** This Agreement is binding and enforceable under California Code of Civil Procedure section 664.6, and the Court shall retain jurisdiction to enforce this Agreement. Except as otherwise provided in this Settlement Agreement, in the event that one or more of the Parties to this Settlement Agreement institutes any action or proceeding in this case under Section 664.6 or otherwise or separate legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs incurred in connection with any enforcement actions.

50. **Notices:** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff:

Jason E. Baker
John J. Weber
Keegan & Baker, LLP
5820 Oberlin Drive, Suite 205
San Diego, CA 92121

To Defendant:

Todd R. Wulfson
Nancy N. "Niki" Lubrano
CDF Labor Law, LLP
18300 Von Karman Avenue, Suite 800
Irvine, CA 92612

51. **Construction:** The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Settlement Agreement.

52. **Captions and Interpretations:** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

53. **Modification:** This Settlement Agreement may not be materially changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. Non-material changes requested by the Court may be made upon stipulation signed by all counsel. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

54. **Choice of Law:** This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of- law rules.

55. **Integration Clause:** This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

56. **Continuing Jurisdiction:** After entry of the Final Order, the Court will have continuing jurisdiction under California Code of Civil Procedure § 664.6 and as otherwise allowed by law solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters; and (iii) such post-Final Order matters as may be appropriate under court rules or as set forth in this Settlement.

57. **Waiver of Appeals:** The Parties waive all appeals from the Court's approval of the Agreement, unless the Court materially modifies the Agreement and/or unless a non-Party files an appeal.

58. **Binding On Assigns:** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

59. **Counterparts:** This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claim as of the date set forth below.

Dated: 7/18/2025

By: _____

DocuSigned by:

B040391A438C461...
Plaintiff, Gilbert Castanon

Dated: _____

By: _____

Todd Avila, Managing Member
Defendant, Priority Plus Financial, LLC

54. **Choice of Law:** This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of- law rules.

55. **Integration Clause:** This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

56. **Continuing Jurisdiction:** After entry of the Final Order, the Court will have continuing jurisdiction under California Code of Civil Procedure § 664.6 and as otherwise allowed by law solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters; and (iii) such post-Final Order matters as may be appropriate under court rules or as set forth in this Settlement.

57. **Waiver of Appeals:** The Parties waive all appeals from the Court's approval of the Agreement, unless the Court materially modifies the Agreement and/or unless a non-Party files an appeal.

58. **Binding On Assigns:** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

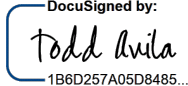
59. **Counterparts:** This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claim as of the date set forth below.

Dated: _____

By: _____
Plaintiff, Gilbert Castellon

Dated: 7/7/2025

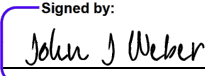
By: 

Todd Avila, Managing Member
Defendant, Priority Plus Financial, LLC

AS TO FORM:

Dated: 7/17/2025

Keegan & Baker, LLP

By: 
John J. Weber, Attorney for Plaintiff Gilbert Castellon

CDF Labor Law, LLP

Dated: _____

By: _____
Nancy N. Lubrano, Attorneys for Defendant
Priority Plus Financial, LLC

AS TO FORM:

Keegan & Baker, LLP

Dated: _____

By: _____
John J. Weber, Attorney for Plaintiff Gilbert Castellon

CDF Labor Law, LLP

Dated: 7/7/2025

By:  _____
Nancy N. Lubrano, Attorneys for Defendant Priority Plus Financial, LLC

EXHIBIT A

«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 by Gilbert Castellon (“Plaintiff”) 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. 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 may not opt-out of this settlement of PAGA claims.

The settlement is for a total amount of \$319,000 (the “Gross Settlement Amount”). After deduction of Plaintiff’s Counsel’s attorneys’ fees (33.33% of the Gross Settlement Amount), Plaintiff’s Counsel’s costs of litigation (not to exceed \$10,000), any enhancement payment to Plaintiff approved by the Court (up to \$5,000), and costs to the settlement administrator (not to exceed \$2,750), the remaining amount (the “PAGA Penalty Fund”) is allocated 75% to the LWDA, and 25% to the PAGA Members, and is distributed on a proportionate basis based on the number of eligible pay periods each PAGA Member was employed by Defendant from November 8, 2022 through November 21, 2024. Each PAGA Member’s share is calculated as follows:

Proportionate Share = PAGA Penalty Fund x (total number of eligible pay periods worked by PAGA Member ÷ total number of eligible pay periods worked by all PAGA Members)

You are receiving this payment as your proportionate share of the PAGA Penalty Fund. 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 Action Complaint or alleged in the PAGA Notice to recover civil penalties pursuant to PAGA for any alleged violations of the California Labor Code sections, claims, and theories expressly pleaded or that could have been pleaded in the Action, including, but not limited to; claims for alleged violations of California Labor Code sections 200-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.5, 226.7, 432, 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2751, 2800, 2810.5, 2802, 2698, et seq. violations of applicable IWC Wage orders, or for the following alleged violations: (1) failure to reimburse for work expenses; (2) failure to pay minimum wages and overtime compensation, including commissions; (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; (8) knowingly requiring employees to execute unlawful contractual provisions; and (9) failure to provide Notice to Employee (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, Professional Employer Organizations, including Insperity, 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 may contact the settlement administrator (whose contact information is at the top of this letter).

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

EXHIBIT E

KEEGAN & BAKER, LLP
A LIMITED LIABILITY PARTNERSHIP

5820 Oberlin Drive, Suite 205
San Diego, CA 92121
Telephone: 858.558.9403
Facsimile: 858.558.9401

Tax Identification Number: 04-3658211 (Baker Law Group, APC)

October 2, 2025

Invoice No: 25802
Re: *Castellon v. Priority Plus Financial, LLC*
Case No. 30-2024-01375043-CU-OE-CXC
Our File No: 7064

Thank you for this opportunity to serve you. We appreciate your friendship and continued patronage.
WHEN REMITTING PAYMENT, PLEASE MAKE YOUR CHECK PAYABLE TO "BAKER LAW
GROUP, APC" AND INCLUDE YOUR FILE NUMBER. THANK YOU!

COSTS AND EXPENSES:

	<u>Amount</u>
11/9/2023 PAGA Filing Fees	75.00
1/26/2024 Messenger Fees for filing Complaint	17.20
Filing and messenger Fees for filing of Complaint	452.20
2/15/2024 Complex Filing Fees	1,000.00
Messenger fee for payment of complex fees	184.60
2/22/2024 Service of Process of Summons and Complaint on Defendant	142.80
3/18/2024 Messenger fee for filing of Proof of Service of Summons	17.20
6/20/2024 Filing fee for Stipulation	20.00

	<u>Amount</u>
10/15/2024 Mediation fees	4,645.00
2/20/2025 Messenger fee for filing of Case Management Statement and e-service	19.95
5/9/2025 Messenger fee for filing CMC	19.95
6/10/2025 Messenger fee for filing Joint Statement	19.20
10/2/2025 Filing Fees for Motion for Approval	60.00
Messenger fee for Motion for Approval	19.95
 TOTAL COSTS AND EXPENSES	 <u>\$6,693.05</u>
 BALANCE DUE:	 <u><u>\$6,693.05</u></u>

It was our pleasure serving you. If you have any billing questions or comments, you may e-mail our Billing Department at yadi@keeganbaker.com