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Attorneys for Plaintiff
Adrian Castro

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ADRIAN CASTRO and RODOLFO GARCIA,
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

CONVERGEONE, INC., a Minnesota
corporation; AAA NETWORK SOLUTIONS,
INC, a California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. CIVSB2305464

**DECLARATION OF MICHAEL A.
GOULD IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: May 12, 2025
Time: 8:30 a.m.

Judge: Hon. Charlie L. Hill, Jr.
Dept.: S-30

1 I, Michael A. Gould, declare:

2 1. I represent one of the named Plaintiffs, Adrian Castro (“Castro”), the Members of
3 the proposed class, and the aggrieved employees in this case. I make the statements herein based
4 on personal knowledge and would so testify if called as a witness.

5 2. This Declaration is submitted in support of Plaintiffs’ request for final approval of
6 this class and PAGA settlement.

7 3. I have been an attorney for over thirty-five (35) years and have practiced
8 employment/labor law since 1995. I have personally handled numerous matters covering all
9 aspects of employment and labor law, including but not limited to federal and state wage and
10 hour cases, wrongful termination litigation, discrimination cases, administrative appeals
11 involving wage and hour and other employment issues, countless arbitrations, and various other
12 matters involving both traditional labor law (union/management law), and employment law
13 issues in the non-union context.

14 4. I have tried many employment law cases to verdict and I am a member of the
15 nation’s most prestigious trial lawyers’ association—the American Board of Trial Advocates
16 (ABOTA).

17 5. I have been Plaintiff’s counsel in over forty (40) wage and hour class actions
18 involving application of California and Federal labor law which have been certified and/or
19 settled successfully.

20 6. Because of the experience described above, I believe I am qualified to evaluate
21 the class claims, to evaluate settlement versus trial on a fully informed basis, and, to evaluate the
22 viability of the defenses alleged by Defendants Covergeone, Inc. and AAA Network Solutions,
23 Inc. (herein collectively “Defendants”).

24 7. Defendants provide IT services and technology solutions in the state of
25 California, including in San Bernardino County. Plaintiff Castro worked for Defendants as a
26 non-exempt employee from June 2019 to August 2022.

27 8. On March 1, 2023, I filed a representative PAGA action on behalf of my client,
28 Plaintiff Castro, seeking penalties for various wage and hour violations. Shortly thereafter, I

1 became aware that Plaintiff Rodolfo Garcia filed a class action complaint in the Orange Superior
2 Court, Case Number 30-2023-01336727-CU-OE-CXC (“*Garcia* Action”) alleging similar wage
3 and hour claims against Defendants. On December 5, 2024, Plaintiff Castro filed a First
4 Amended Complaint (“Operative Complaint”) in this Action for purposes of adding Plaintiff
5 Garcia as a named Plaintiff and incorporating the claims from the *Garcia* Action into the instant
6 Action. On January 21, 2025, Plaintiff Garcia dismissed the *Garcia* Action from the Orange
7 County Superior Court.

8 9. This action was settled only after a comprehensive evaluation of the strengths and
9 weaknesses of Plaintiffs’ claims and Defendants’ defenses. As I understand, in order to prepare
10 for mediation, the Parties agreed to informally exchange documents and data points subject to
11 the mediation privilege, including but not limited to, employee handbooks, the Class Members’
12 time data, and certain payroll data points. The data provided to Class Counsel included time and
13 payroll records for the Class Members, aggregate meal premiums paid to the Class Members,
14 average hourly rate for the Class Members, and copies of applicable handbooks, policies, and
15 agreements. Moreover, Class Counsel retained Berger Consulting Group (“BCG”) to analyze
16 Defendants’ time and payroll data to formulate damage models estimating Defendants’ liability
17 exposure. This allowed Class Counsel to thoroughly investigate and research Plaintiffs’ claims
18 and Defendants’ defenses as well as prepare damage models which informed and guided the
19 mediated negotiations that ultimately resulted in this settlement. Accordingly, Plaintiffs’ Counsel
20 fully understood the strengths and weaknesses of the class claims before the parties reached a
21 settlement. On July 11, 2024, the Parties participated in a full day mediation with mediator Steve
22 Rottman, Esq., an experienced mediator. After arms-length negotiations and bargaining, the
23 Parties reached an agreement to settle and signed a Memorandum of Understanding. After
24 reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement
25 agreement, which is the subject of the instant motion

26 10. Although Plaintiffs believe their claims are meritorious, Plaintiffs acknowledge
27 that there were substantial risks and uncertainty in proceeding with class certification and trial. It
28 is my understanding that Defendants presented numerous defenses to Plaintiffs’ claims, both on

1 the merits and with respect to class certification. Although Plaintiffs were prepared to litigate
2 these claims through class certification and ultimately through trial, it was far from certain that
3 Plaintiffs would be able to recover a greater amount should this matter proceed through trial.
4 Absent settlement, the Parties will be required to expend substantial time and resources
5 conducting additional formal written and deposition discovery. Even if Plaintiffs succeeded in
6 certifying one or more classes, the Parties would incur considerably more attorneys' fees and
7 costs through a possible decertification motion, trial, and possible appeal. This Settlement
8 avoids these considerable costs, risks, and the accompanying burden of continued litigation on
9 the Court. Given these risks, the settlement is in the best interest of the class.

10 11. The settlement for each participating Class Member is fair, reasonable, and
11 adequate, given the inherent risk of litigation, the risk relative to class certification, proving
12 damages, and the costs of litigation. This settlement is a fair compromise. The settlement
13 amount is, of course, a compromise figure; it took into account what Defendants contended were
14 risks related to legal issues involved. The settlement also took into account the possibility that if
15 a settlement was not reached after many more months or even years of litigation, the cost and
16 time could outweigh the benefits to the class. The proposed settlement is the product of serious,
17 informed and non-collusive negotiations and is otherwise proper; I recommended that it be given
18 approval by the Court. The recovery for each Class member is fair, especially given the risks
19 inherent in litigation and the defenses asserted. Moreover, the amounts proposed for Plaintiffs'
20 class representative Enhancement Awards, settlement administration costs, attorneys' fees and
21 costs to Class Counsel, and the LWDA's portion of PAGA civil penalties are all reasonable and
22 appropriate. This settlement is fair, adequate and reasonable and in the best interests of the Class.
23 Moreover, the settlement has been well received by class members. It is my understanding that
24 all 297 Class Members chose to participate in the Settlement, meaning there are zero opt-outs
25 and zero objections to the Settlement.

26 12. The Parties agreed to resolve the claim for reasonable attorneys' fees and
27 litigation expenses as part of the settlement. It was agreed that Defendants would pay, subject to
28 Court approval, \$316,666.66 in attorneys' fees and actual attorney litigation costs, not to exceed

1 \$30,000 (to be paid from the gross settlement amount). The payment of attorneys' fees and costs
2 by Defendants will cover all work performed and all expenses incurred to date; and all work to
3 be performed and expenses to be incurred up to and including entry of the final order and
4 administration of all settlement funds.

5 13. My firm undertook this action on a purely contingent basis, with no assurance of
6 recovering fees or litigation costs. Despite this lack of assurance, my firm was (and remains)
7 willing to expend considerable time and resources to prosecute the case on behalf of Plaintiffs,
8 the class, and the aggrieved employees in this matter. For over two (2) years, my firm has
9 committed to this case investigation and litigation, limited its ability to take on other, potentially
10 profitable work for the firm. Moreover, under the terms of the retainer agreement in this case,
11 my firm is entitled to a contingency fee of forty (40%) when the case is set for trial plus
12 reimbursement of all costs and expenses advanced. The requested fee was negotiated with
13 Plaintiff Castro on behalf of the class and the aggrieved employees at the commencement of the
14 litigation.

15 14. My normal hourly rate for litigating this type of case is \$950.00 per hour. Since I
16 have worked in the County of San Bernardino over the last 35 years, I have come to know many
17 local attorneys that practice in this county and specifically practice this type of litigation. Based
18 on my experience I know that the hourly rate of \$950.00 per hour is a reasonable hourly rate
19 charged in San Bernardino for this type of litigation.

20 15. Attorney Aarin A. Zeif's hourly rate is \$650.00 per hour. Ms. Zeif has been an
21 attorney for over eighteen (18) years and practiced employment/labor law since 2006. At my
22 firm, Ms. Zeif is responsible for every aspect of the case up to trial, including meeting with
23 clients, preparing the Complaint, preparing and responding to discovery, attending Status
24 Conferences and Motion Hearings, preparing and responding to Motions, taking and defending
25 depositions, preparing trial preparing and paperwork, often times sitting second chair at trial,
26 post-trial motions, and appeals if necessary. Ms. Zeif has also tried employment law cases to
27 judgment. Ms. Zeif has litigated wage and hour class actions in both state and federal court on
28 the issues of overtime compensation and misclassification, meal and rest breaks, vacation, final

1 payments at time of termination, off-the-clock compensation, minimum wage violations, and
2 failure to properly calculate premium wage rate, class actions involving the executive exemption,
3 the administrative exemption, the outside sales exemption, the commissioned sales exemption,
4 and the motor carrier exemption. Ms. Zeif has written many appellate briefs on issues relating to
5 employment law, eight of which involved wage and hour issues. Three of these appeals involved
6 appeals taken from wage and hour class action cases and issues relating to: meal and rest
7 periods, whether a class action settlement in the amount of \$1,000,000.00 was fair, adequate and
8 reasonable, and whether the release language in a class action settlement was overbroad. Ms.
9 Zeif has three Appellate published opinions on issues relating to employment law, one of which
10 related to an appeal taken from a wage and hour class action case. Based on my experience I
11 know that Ms. Zeif s hourly rate of \$650.00 per hour is a reasonable hourly rate charged for this
12 type of litigation and for attorneys with similar experience.

13 16. After litigating this case for over two (2) years, to date, my firm has expended
14 over 50.4 hours in prosecuting this matter. Moreover, I anticipate expending additional hours of
15 time communicating with individuals and Counsel and carrying out the terms of the Settlement
16 Agreement.

17 A breakdown of hours and tasks completed in this matter by my firm is as follows:

18 Pre-Filing and Investigation/Fact Investigation	2.6
19 Court Appearances	.8
20 Communication (Emails, Telephone Calls, Conferences, Meetings, and 21 Correspondences)	13
22 Drafting and Reviewing Legal Documents, including motion related 23 documents	26
24 Document Review	7
25 Approval Documents	1
26 Total	50.4

27 Accordingly, my firm's lodestar is \$40,320 when using a blended rate of \$800 per hour.
28

17. My firm placed its own resources at risk to investigate, prosecute, and resolve this action. My firm has advanced costs and expenses in the amount of \$835.10 in prosecuting this Action. (see attached Exhibit No. 1). All costs advanced were necessary in prosecuting this action on behalf of the class and aggrieved employees and were reasonable in their amount.

18. Plaintiff Castro has spent numerous hours working with Counsel in bringing this class action/representative lawsuit against Defendants including: discussing the claims in this lawsuit, discussing Defendants' liability, providing employee records, and discussing Defendants' business practices. Plaintiff Castro helped to provide documentary evidence such as employment files, participated in many telephonic conferences with Counsel to discuss the case, and prepared and responded to communications regarding the litigation.

19. Plaintiff Castro participated in all stages of the litigation and has been continually informed of all aspects of the litigation. In addition to the hours spent participating in the prosecution of this case, Plaintiff Castro accepted the potential risk of being liable for Defendants' costs if the case was unsuccessful. Plaintiff also risked the potential stigma of being a Class Representative in a Class Action labor dispute which could affect his future employability within the industry.

I declare under penalty of perjury that the foregoing is true and correct under the laws of the State of California. Executed the 16th day of April at Tustin, California.

THE GOULD LAW FIRM

By: Michael A. Gould
Michael A. Gould

EXHIBIT NO. 1

<i>Castro v. Convergeone</i>				
	Item	Amount		
	PAGA Notice	\$75.00		
	Filing Fee	\$545.64		
	OneLegal Filing Fees	\$214.46		
	TOTAL	\$835.10		