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Attorneys for Plaintiffs
SHAYNIA VERNON and BENJAMIN CASTANEDA-RIVERA

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

SHAYNIA VERNON, as an individual and
on behalf of all others similarly situated;
BENJAMIN CASTANEDA-RIVERA, as
an individual and on behalf of all others
similarly situated,

Plaintiffs,

vs.

MCLANE/SUNEAST, INC., a Texas
corporation; MCLANE FOODSERVICE,
INC., a Texas corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2123367

[Assigned for All Purposes to Hon. David Cohn,
Dept. S-26]

**DECLARATION OF WILLIAM L. MARDER
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: August 30, 2022

Time: 10:00 a.m.

Dept.: S-26

Complaint Filed: August 12, 2021

Trial Date: None Set

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I, William L. Marder, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Polaris Law Group, counsel of record for Plaintiffs Shaynia Vernon and Benjamin Castaneda-Rivera (together, “Plaintiffs”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. After taking into account sharply disputed factual and legal issues involved in this litigation, the risks attending further prosecution, and the substantial benefits to be received pursuant to the compromise and settlement of the litigation, I have concluded that settlement on the terms set forth in the Stipulation for Leave to File First Amended Complaint and Settlement and Release of Class Action and PAGA Claims (“Settlement Agreement”) is appropriate and in the best interests of Plaintiffs and the putative class.

3. I strongly believe that Plaintiffs can prevail at trial. However, I also believe in the fairness of the settlement, which is based on factoring in the inherent risks in drawn-out litigation and the specific risks that a class might not be certified and/or that Plaintiffs could fail to establish liability, as well as the possibility of appeals.

4. I graduated from UCLA Law School in 1993 and was admitted to the California Bar in 1994. Since that time, I have acquired substantial experience in employment litigation. I have represented both plaintiffs and defendants. I estimate that I have handled more than 200 employment cases, litigating cases in state and federal courts.

5. I have defended large institutional employers in employment cases. From 1995-1997, as an associate at Bolling, Walter & Gawthrop in Sacramento, I represented the City of Sacramento, Yolo County, the City of Davis, Solano County and other employers in employment litigation in state and federal courts.

6. From 1997-2000, I served as a Deputy County Counsel in San Benito, handling all of its employment matters. These matters include advising the county on compliance with wage and hour laws, arbitrations, and litigation.

7. From 2002-2006, I was a partner at Paxton O'Brien, LLP in Hollister, an AV

1 rated firm, where I represented numerous plaintiffs and defendants in employment lawsuits.

2 8. In 2006, I co-founded the Polaris Law Group where I spend most of my time
3 handling employment cases. I primarily represent employees.

4 9. Finally, I have also been approved as class counsel, either as a result of the
5 granting of class certification or as part of the class settlement approval process, including
6 without limitation, the following cases:

- 7 a. *Sison v. Headway Technologies*, Case No. 1-13-CV-254591;
- 8 b. *Barrera v. Home Depot*, Northern District of California Case No. C 12
9 5199LHK;
- 10 c. *Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC;
- 11 d. *Lao v. H&M Hennes & Mauritz*, N.D. Cal. Case No. 5:16-cv-333 EJD;
- 12 e. *Magadia v. Wal-Mart Assocs.*, N.D. Cal. Case No. 5:17-cv-00062-LHK;
- 13 f. *Naranjo v. Bank of America, N.A.*, N.D. Cal. Case No. C 14-02748 LHK;
- 14 g. *Ortegon-Ramirez v. Cedar Fair*, Santa Clara Sup. Ct. Case No. 1-13-CV-
15 254098;
- 16 h. *Rodriguez v. NIKE Retail Services, Inc.*, N.D. Cal. Case No. 5:14-CV-
17 1508 BLF;
- 18 i. *Vass v. Gardner Trucking*, San Joaquin Sup. Ct. Case No. 39-2013-
19 294819-CUOE-STK;
- 20 j. *Huertas v. Chevron Stations*, Santa Clara Sup. Ct. Case No. 17CV309996;
- 21 k. *Chavez v. Hugo Boss, Inc.*, Santa Clara Sup. Ct Case No. 18CV322644.

22 10. I was part of the trial team that prevailed on behalf of the certified class in
23 *Magadia v. Wal-Mart Assocs., Inc.*, 384 F. Supp. 3d 1058 (N.D. Cal. 2019), in which we
24 obtained a \$102 million judgment for the class.

25 11. My co-counsel and I will adequately represent the Class Members in this action.
26 Plaintiff's Counsel have and will zealously represent Plaintiffs and the Class and pursue this
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lawsuit to its conclusion. I have no conflicts with the Class and will adequately represent the Class.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 1, 2022, at Hollister, California.



William L. Marder