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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

VICTORIA TICE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TRADER JOE'S COMPANY, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20CV00892

[Assigned to the Honorable Thomas P. Anderle,
Department 3]

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

Date: September 6, 2023
Time: 10:00 A.M.
Dept.: 3

Complaint Filed: February 14, 2020

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I, William L. Marder, hereby declare and state as follows:

1. I am an attorney at law duly admitted to practice before all courts in the State of California and am a partner of the law firm of the Polaris Law Group, one of the attorneys of record for Plaintiff Victoria Tice (“Plaintiff”), in the above-entitled action. I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

2. The proposed settlement meets the criteria for this Court to grant final approval of this matter on a class-wide basis, as the settlement is fair, adequate, and reasonable.

3. The Joint Stipulation of Class Action Settlement (“Settlement Agreement”) was the product of arm’s length negotiations between highly able and experienced attorneys on both sides who possessed the relevant data and extensive legal research which they had carefully analyzed. Class Counsel engaged in extensive factual investigation before settling. The Parties also participated in a full day of mediation with a highly experienced and well-known mediator, Gig Kyriacou, Esq.

4. Based on my independent investigations and evaluations, I am of the opinion that the proposed settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, in light of all known facts and circumstances, and the expenses and risks inherent in litigation. The settlement was negotiated at arm's length and was facilitated by an experienced and neutral mediator. Thus, this settlement should be granted final approval.

5. I was retained based upon a contingency fee arrangement wherein Plaintiff's counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had Plaintiff failed to prevail on these cases, counsel for Plaintiff would have spent a significant amount of time, money and other resources without any benefit or return. In addition, had Plaintiff also failed to prevail in the present cases, Defendant would have been able to seek costs in connection with their defense of the case.

6. 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

1 have represented both plaintiffs and defendants. I estimate that I have handled more than 300
2 employment cases, litigating cases in state and federal courts.

3 7. I have defended large institutional employers in employment cases. From 1995-
4 1997, as an associate at Bolling, Walter & Gawthrop in Sacramento, I represented the City of
5 Sacramento, Yolo County, the City of Davis, Solano County, and other employers in
6 employment litigation in state and federal courts.

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

10 9. From 2002-2006, I was a partner at Paxton O'Brien, LLP in Hollister, an AV
11 rated firm, where I represented numerous plaintiffs and defendants in employment lawsuits.

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

14 11. I have been the sole trial attorney in two jury trials in which I represented a
15 plaintiff who prevailed on wrongful termination claims brought pursuant to the California Fair
16 Employment & Housing Act, California Government § 12900 *et seq.* These three cases are:
17 *Gamayo v. Drobny Law Offices*, Sacramento Superior Court Case No.: 34-2008-00005372CU;
18 and *Cherub Berlanga v. Willow Grove School District*, San Benito County Superior Case No.:
19 CU-09-00100.

20 12. I have been the sole trial attorney in two court trials in which I represented
21 plaintiffs who prevailed on wage and hour claims. These cases are: *Smith v. Joyce*, Monterey
22 County Superior Court Case No.: M74334; and *Nava v. Rodriguez*, San Benito County Superior
23 Court Case No.: CU-08-00022.

24 13. To date, I have incurred approximately 35.9 hours in the prosecution of this
25 matter, with an hourly rate of \$800.00 per hour. The total lodestar for my hours will be
26 approximately \$28,720.00. Attached as **Exhibit A** is a summary of my hours and tasks on this
27 matter.

28 14. Since at least 2020, I have been approved at an hourly rate of \$750.00 per hour by

various Courts. Examples of these Courts include the following cases: *Hernandez v. Wells Fargo Bank*, Santa Clara County Superior Court Case No. 16CV299319, *Carrillo v. New Balance Athletics, Inc.*, Santa Clara County Superior Court Case No. 19CV352469; *Ramirez v. Walgreen Co.*, United States District Court, Northern District of California Case No. 18-cv-03921-EJD, *Chavez v. Converse, Inc.*, United States District Court, Northern District of California Case No. 15-cv-03746-NC; *Foster v. Schindler Elevator Corporation*, Alameda County Superior Court Case No. RG19029640; *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community Hospital*, Santa Cruz County Superior Court Case No. 18CV00191; *Pittman v. Martinez Steel Corporation*, San Bernardino County Superior Court Case No. CIVDS1823132; *Michael Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No. RG18908139; *Markham v. Quik Stop Markets, Inc.*, Santa Clara County Superior Court Case No. 19CV341582; *Siron v. Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-005279959-CU-OE-VTA; *Carter v. Kline Services, Inc.*, San Bernardino County Superior Court Case No. CIVDS1828867, and *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara County Superior Court Case No. 19CV345211. I was approved at an hourly rate of \$800.00 per hour in *Martinez and Acosta v. City of Hope National Medical Center, et al.*, San Bernardino County Superior Court Case No. CIVDS2015729, *Jaime Moen v. Genentech, Inc.*, San Diego County Superior Court Case No. 37-2021-00008619-CU-OE-CTL, *Murray v. Granite Wellness Centers et al.*, Nevada County Superior Court Case No. CU20-084680, and *Smith, et al. v. Clean Harbors Environmental Services, Inc.*, Sacramento County Superior Court Case No. 34-2021-00292526.

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EXHIBIT A

Tice v Trader Joe's Company
(Case No. 20CV00892)
William L. Marder Time and Task Chart

Hours	Description of Work
14.7	Perform client intake and interview; analyze and review documents provided by client upon receipt; confer with co-counsel re anticipated claims and discuss same with client.
2.4	Confer with client re discovery; conduct further interview and discussion with client re progress of case.
1.9	Analyze and review pleadings re motion to compel special interrogatories; confer with client re same.
3.4	Analyze and review pleadings re motion for class certification; confer with client re same.
2.3	Analyze and review pleadings re motion to strike PAGA claim; confer with client re same.
1.2	Analyze and review pleadings re motion to quash subpoena; confer with client re same.
3.1	Confer with client re proposed mediation; discuss data and further questions with client in advance of mediation.
1.6	Confer with client post-mediation; address follow up questions re same.
3.4	Confer with client and co-counsel re proposed settlement; analyze, review, and further revise settlement agreement and supporting documents.
1.9	Draft and revise documentation in support of approval motions for settlement.
35.9	TOTAL HOURS