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Attorneys for Plaintiff James Sims,
the Class, and Aggrieved Employees

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JAMES SIMS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

QG PRINTING II LLC, a Connecticut
limited liability company; 74 QG
PRINTING II LLC, business
organization, form unknown; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 5:20-cv-01632-DMG-KK

**DECLARATION OF WILLIAM L.
MARDER IN SUPPORT OF
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: April 19, 2024

Time: 10:00 A.M.

Courtroom: 8C

Judge: Hon. Dolly M. Gee

1 **DECLARATION OF WILLIAM L. MARDER**

2 I, William L. Marder, declare as follows:

3 1. I am an attorney at law duly admitted to practice before all courts in the
4 State of California and am a partner of the law firm of Polaris Law Group, one of the
5 attorneys of record for Plaintiff James Sims (“Plaintiff”), on behalf of himself and other
6 similarly situated individuals, in the above-entitled action. I have personal knowledge of
7 the matters set forth herein, and if called upon as a witness to testify thereto, I could and
8 would competently do so.

9 2. I along with my co-counsel have diligently litigated this case and will
10 continue to do so.

11 3. After taking into account sharply disputed factual and legal issues involved
12 in this litigation, the risks attending further prosecution, and the substantial benefits to be
13 received pursuant to the compromise and settlement of the litigation, I have concluded
14 that settlement on the terms set forth in the Settlement Agreement is appropriate and in
15 the best interests of the Parties and that this settlement is fair and reasonable.

16 4. From the inception of the case, Plaintiff’s counsel has zealously represented
17 the interests of the putative class. The settlement was obtained for the benefit of the
18 putative class, as opposed to the individual Plaintiff.

19 5. Plaintiff and Plaintiff’s counsel are adequate representatives in that they
20 have no conflicts with the Class and will adequately represent the Class.

21 6. Plaintiff’s counsel’s request for fees for one-third of the Gross Settlement
22 Amount and litigation costs was included in the Class Notice that was disseminated to the
23 class members. As of the date of this Declaration, there have been no opt outs submitted
24 to the settlement administrator, and no objections from Class Members filed with the
25 Court. Thus, an inference can be made that the class members approve of the attorney’s
26 fee and cost request.

27 **ATTORNEY QUALIFICATIONS**

28 7. I am one of the primary attorneys on this matter. My qualifications are as

1 follows: I graduated from UCLA Law School in 1993 and was admitted to the California
2 Bar in 1994. Since that time, I have acquired substantial experience in employment
3 litigation. I have represented both plaintiffs and defendants. I estimate that I have handled
4 more than 300 employment cases, litigating cases in state and federal courts.

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

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

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

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

17 12. I have been the sole trial attorney in two jury trials in which I represented a
18 plaintiff who prevailed on wrongful termination claims brought pursuant to the California
19 Fair Employment & Housing Act, California Government § 12900 *et seq.* These cases
20 are: *Gamayo v. Drobny Law Offices*, Sacramento Superior Court Case No.: 34-2008-
21 00005372CU; and *Cherub Berlanga v. Willow Grove School District*, San Benito County
22 Superior Court Case No.: CU-09-00100.

23 13. I have been the sole trial attorney in two court trials in which I represented
24 plaintiffs who prevailed on wage and hour claims. These cases are: *Smith v. Joyce*,
25 Monterey County Superior Court Case No.: M74334; and *Nava v. Rodriguez*, San Benito
26 County Superior Court Case No.: CU-08-010022.

27 14. I have also been approved as class counsel in numerous cases including
28 *Sison v. Headway Technologies*, Case No. 1:13-CV-254591; *Barrera v. Home Depot*,

1 Northern District of California Case No. C 12 5199 LHK; *Ramirez v. Walgreen*, N.D.
2 Cal. Case No. 18-cv-03921-EJD; *Reilly v. Recreational Equipment, Inc.*, N.D. Cal. Case
3 No. 3:18-cv-07385-LB; and *Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-
4 NC.

5 15. To date, I have spent approximately 38.1 hours of work on this case, as
6 detailed in the Time and Task Chart attached to my declaration as **Exhibit A**.

7 16. My current billing rate is \$750.00 per hour. I have been approved at this rate
8 in a number of cases, including but not limited to: *Markham v. Quik Stop Markets, Inc.*,
9 Santa Clara Superior Court Case No.19CV341582, *Della Maggiora v. Watsonville*
10 *Community Hospital*, Santa Cruz Superior Court Case No. 18CV00191, *Holman v.*
11 *American Sugar Refining, Inc.*, Contra Costa Superior Court Case No. MSC18-00415,
12 *Hanna v. Equinix LLC*, Santa Clara Superior Court Case No. 18CV339365, *Pittman v.*
13 *Martinez Steel Corporation*, San Bernardino Superior Court Case No. CIVDS1823132,
14 *Sanchez v. ExamOne WorldWide, Inc.*, Santa Clara Super Court Case No. 17CV30832,
15 *Siron v. Raypak, Inc.*, Ventura Superior Court Case No. 56-2019-005279959-CU-OE-
16 VTA, *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara
17 County Superior Court Case No. 19CV345211, *Ramirez v. Walgreen*, N.D. Cal. Case No.
18 18-cv-03921-EJD, *Reilly v. Recreational Equipment, Inc.*, N.D. Cal. Case No. 3:18-cv-
19 07385-LB (Dkt. No. 61), *Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC
20 (Dkt. No. 219), *Hernandez v. Wells Fargo Bank*, Santa Clara Superior Court Case No.
21 16CV299319, and *Carrillo v. New Balance Athletics, Inc.*, Santa Clara Superior Court
22 Case No. 19CV352469. As such, the total lodestar for my hours will be approximately
23 **\$28,575.00**.

24 I declare under penalty of perjury and the laws of the United States of America and
25 the State of California that the foregoing is true and correct and that this declaration was
26 executed on this 4th day of March 2024, at Hollister, California.

27 /s/ William L. Marder

28 William L. Marder

EXHIBIT A

Sims v. QG Printing II, LLC
William Marder Time and Task Chart

Hours	Description of Work
4.0	Initial intake meeting with client.
3.8	Review client documents.
0.9	Review and edit mediation brief (first session).
6.7	Review and edit Motion for Class Certification and supporting documents
4.3	Review and revise Answer to Petition for Review (9th Cir.)
1.2	Review and edit mediation brief (second session)
1.0	Review and edit MOU
4.7	Review and edit long-form settlement agreement
1.4	Review and edit Motion for Preliminary Approval and supporting documents.
2.6	Review and edit Motion for Final Approval and supporting documents.
7.5	Communications re case status with client
38.1	TOTAL HOURS