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Attorneys for Plaintiff, the Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

NICOLA ROMANO, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

SSA TERMINALS, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 20STCV29048

[Assigned for all purposes to the Hon. William F.
Highberger, Department 10]

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

Date: November 9, 2022
Time: 11:00 a.m.
Dept.: 10

Complaint Filed: July 30, 2020
Trial Date: None Set

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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 Nicola Romano (“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. Based on Class Counsel's 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 Settlement 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 mediator. Thus, this settlement should be granted final approval.

3. My qualifications are as follows: 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.

4. 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.

5. 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.

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

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

8. To date, my firm has incurred approximately 13.0 hours on this case. I have

1 attached a summary of the time I have spent on this matter, as **Exhibit A**, which reflects a
2 breakdown of the hours and activities spent by my firm on this matter.

3 9. To date, my firm has incurred approximately \$1,003.20 in costs in the prosecution
4 of this matter. Attached as **Exhibit B** to this declaration is a true and accurate listing of the costs
5 my firm has incurred.

6 10. My current billing rate is \$750.00 per hour. I have been approved at this rate in a
7 number of cases, including but not limited to: *Markham v. Quik Stop Markets, Inc.*, Santa Clara
8 Superior Court Case No.19CV341582, *Della Maggiora v. Watsonville Community Hospital*,
9 Santa Cruz Superior Court Case No. 18CV00191, *Holman v. American Sugar Refining, Inc.*,
10 Contra Costa Superior Court Case No. MSC18-00415, *Hanna v. Equinix LLC*, Santa Clara
11 Superior Court Case No. 18CV339365, *Pittman v. Martinez Steel Corporation*, San Bernardino
12 Superior Court Case No. CIVDS1823132, *Sanchez v. ExamOne WorldWide, Inc.*, Santa Clara
13 Super Court Case No. 17CV30832, *Siron v. Raypak, Inc.*, Ventura Superior Court Case No. 56-
14 2019-005279959-CU-OE-VTA, *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare*,
15 *Inc.*, Santa Clara County Superior Court Case No. 19CV345211, *Ramirez v. Walgreen*, N.D. Cal.
16 Case No. 18-cv-03921-EJD, *Reilly v. Recreational Equipment, Inc.*, N.D. Cal. Case No. 3:18-cv-
17 07385-LB (Dkt. No. 61), *Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC (Dkt.
18 No. 219), *Hernandez v. Wells Fargo Bank*, Santa Clara Superior Court Case No. 16CV299319,
19 and *Carrillo v. New Balance Athletics, Inc.*, Santa Clara Superior Court Case No. 19CV352469.
20 As such, the total of my firm's attorneys' fees through final approval is expected to be \$9,750.

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

23 Executed on this 17 day of October 2022, at Hollister, California.

24 
25 William L. Marder
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EXHIBIT A

Romano v. SSA Terminals
William Marder Time and Task Chart

Hours	Description of Work
8.6	Client intake and review relevant documents.
.7	Review Complaint.
1.8	Edit settlement agreement and class notice.
1.1	Edit Motion for Preliminary Approval.
.8	Edit Motion for Final Approval.
13.0	TOTAL HOURS

EXHIBIT B

Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
831-531-4211

October 7, 2022

Nicola Romano
416 King Place
Fullerton, CA 92833

In Reference To: Emergency Contact: Deena (714) 366-0595
The adverse party is SSA terminals.
Larry Lee

20-0061

Invoice # 13035

Additional Charges :

	<u>Amount</u>
12/22/2020 Case anywhere fees.	81.60
3/31/2021 Case anywhere fees.	120.00
Case anywhere fees.	81.60
6/7/2021 Case Anywhere fees.	120.00
7/2/2021 Case Anywhere Fee.	120.00
9/7/2021 Case Anywhere fees.	120.00
1/7/2022 Case Anywhere Fees.	120.00
7/18/2022 Case Anywhere.	120.00
9/12/2022 Case Anywhere Fees.	120.00
Total additional charges	<u>\$1,003.20</u>
Balance due	<u><u>\$1,003.20</u></u>