

**Electronically Filed
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Case #20CV368771
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Attorneys for Plaintiff, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JON BETTERTON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ACCENTURE FLEX, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20CV368771

(Assigned to the Honorable Sunil R. Kulkarni,
Department 1)

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

Date: December 16, 2021
Time: 1:30 pm
Dept.: 1

Complaint Filed: July 29, 2020
Trial Date: None Set

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 State of
4 California and am a partner of the law firm of the Polaris Law Group, one of the attorneys of
5 record for Named Plaintiff Jon Betterton ("Plaintiff"). I have personal knowledge of the facts set
6 forth below and if called to testify I could and would do so competently.

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

9 3. The Joint Stipulation of Class Action Settlement and Release of Claims
10 ("Settlement Agreement") was the product of arm's length negotiations between highly able and
11 experienced attorneys on both sides who possessed the relevant data and extensive legal research
12 which they had carefully analyzed. Plaintiff's Counsel engaged in extensive factual
13 investigation before settling. The Parties also participated in a full day of mediation with a
14 highly experienced and well-known mediator, Joel Grossman, Esq.

15 4. In connection with mediation, the Parties also conducted informal discovery and
16 significant exchanges of information before mediation regarding class data for the entire class,
17 including the number of class members, the number of pay periods at issue, the hourly rates of
18 pay for class members, as well as policy documents and information pertaining to Defendant's
19 policies and practices regarding payment of sick pay wages and the issuance of wage statements.
20 The exchange of informal discovery allowed Plaintiff's Counsel to analyze liability and
21 exposure.

22 5. I have spent significant time researching and pursuing the claims that have been
23 alleged in this action. Based on my independent investigations and evaluations, I am of the
24 opinion that the proposed settlement is fair, reasonable, and adequate, and is in the best interests
25 of the Class Members, in light of all known facts and circumstances, and the expenses and risks
26 inherent in litigation. The settlement was negotiated at arm's length and was facilitated by an
27 experienced and neutral mediator. Thus, this settlement should be granted final approval.

28 6. I was retained based upon a contingency fee arrangement wherein Plaintiff's

1 counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.
2 Specifically, had Plaintiff failed to prevail on these cases, counsel for Plaintiff would have spent
3 a significant amount of time, money and other resources without any benefit or return. In
4 addition, had Plaintiff also failed to prevail in the present cases, Defendants would have been
5 able to seek costs in connection with their defense of the case.

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

10 8. I have defended large institutional employers in employment cases. From 1995-
11 1997, as an associate at Bolling, Walter & Gawthrop in Sacramento, I represented the City of
12 Sacramento, Yolo County, the City of Davis, Solano County and other employers in employment
13 litigation in state and federal courts.

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

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

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

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

27 13. I have been the sole trial attorney in two court trials in which I represented
28 plaintiffs who prevailed on wage and hour claims. These cases are: Smith v. Joyce, Monterey

1 County Superior Court Case No.: M74334; and Nava v. Rodriguez, San Benito County Superior
2 Court Case No.: CU-08-00022.

3 14. I have also been approved as class counsel in numerous cases including *Sison v.*
4 *Headway Technologies*, Case No. 1-13-CV-254591 and *Barrera v. Home Depot*, Northern
5 District of California Case No. C 12 5199 LHK.

6 15. To date, I have incurred approximately 58.2 hours on this case. I have attached a
7 summary of the time I have spent on this matter, as Exhibit A, which reflects a breakdown of the
8 hours and activities spent by my firm on this matter. In addition, I also anticipate spending an
9 additional 10 hours through the completion of this case to handle any post-final approval and
10 settlement matters that may arise with the class members and to handle any communications with
11 the class members. My current billing rate is at \$750.00 per hour. I have been approved at \$750
12 per hour. In 2020, U.S. District Judge David Davila approved my hourly rate of \$750 in *Ramirez*
13 *v. Walgreen*, N.D. Cal. Case No. 18-cv-03921-EJD (Dkt. No. 34), as well as the Santa Clara
14 County Superior Court in *Hernandez v. Wells Fargo Bank*, Santa Clara Sup. Ct. Case No.
15 16CV299319. As such, the total amount of my fees in this case is approximately \$51,150 (68.2
16 hours x \$750 per hour).

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

19 Executed on this 22 day of November, 2021, at San Jose, California.

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21 William L. Marder
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EXHIBIT A

Betterton v. Accenture Flex
Time and Task Chart for William L. Marder

<u>Hours</u>	<u>Description of Work</u>
1.6	Review documents provided by client. Do public records search for other lawsuits against employer. Telephone conferences with client re potential case.
3.8	Research and analysis re defendant's liability for Labor Code violations and likely penalties which could be obtained.
2.0	Analysis re suitability of case to be brought as a class action.
4.2	Review and edit complaint.
6.6	Review Defendant's arbitration agreement; research re strategies to challenge enforceability.
1.4	Review and analysis re Defendant's 170.6 challenge.
6.2	Review and edit written discovery requests.
9.2	Analyze and review data provided by defense counsel to determine settlement value.
8.3	Revise and edit mediation statement.
5.4	Review, analyze and edit multiple drafts of settlement agreement and class notice.
5.7	Review, analyze and edit motion for preliminary approval and supporting documents.
3.8	Review, analyze and edit motion for final approval and supporting documents.

TOTAL: 58.2