

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

David J. Lee, Esq., State Bar No. 296294
david@davidjleelaw.com
DAVID LEE LAW, APC
515 S. Flower Street, Suite 1900
Los Angeles, California 90071
T: (213) 236-3536
F: (866) 658-4722

Attorneys for Plaintiffs, the Class, and Aggrieved Employees

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

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

Plaintiffs,

vs.

LUMBER CITY CORP., a California
corporation d/b/a DIY HOME CENTER;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVDS2010240

[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]

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

Date: November 19, 2021
Time: 10:00 a.m.
Dept.: S-26

Complaint Filed: June 2, 2020
FAC Filed: January 29, 2021
SAC Filed: July 23, 2021
Trial Date: Not Set

1 **DECLARATION OF WILLIAM L. MARDER**

2 I, William L. Marder, hereby declare and state 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, LLP, one of the attorneys
5 of record for Plaintiffs James Pevey and Anne Peterson (together, "Plaintiffs"), in the above-
6 entitled action. I have personal knowledge of the matters set forth herein, and if called upon as a
7 witness to testify thereto, I could and would competently do so.

8 2. Based on my own independent investigation and evaluation, I am of opinion that
9 settlement for the consideration and on the terms set forth in the Joint Stipulation of Class Action
10 Settlement ("Settlement Agreement") are fair, reasonable, and adequate and is in the best
11 interests of the Class in light of all known facts and circumstances and the expenses and risks
12 inherent in litigation.

13 3. I strongly believe that Plaintiffs can prevail at trial. However, I also believe in the
14 fairness of the settlement, which is based on factoring in the uncertainty and risks to Plaintiffs
15 involved in not prevailing on one or more of the causes of action or theories alleged in the
16 operative Complaint and in the possibility of appeals.

17 4. After taking into account sharply disputed factual and legal issues involved in this
18 litigation, the risks attending further prosecution, and the substantial benefits to be received
19 pursuant to the compromise and settlement of the litigation, I believe this settlement to be fair,
20 adequate, and reasonable.

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

27 6. I graduated from UCLA Law School in 1993 and was admitted to the California
28 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.

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

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

6 Executed on October 26, 2021, at Hollister, California.

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