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page]

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

DANIELA GARIBAY, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

PACIFIC STEEL GROUP, a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CIVDS2011129

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

[Assigned to the Honorable Christian
Towns in Dept. S26]

Date: April 22, 2025
Time: 8:30 a.m.
Location: S26

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1 I, WILLIAM L. MARDER, hereby declare and state as follows:

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

7 2. Based on their own independent investigations and evaluations, the Parties and
8 their respective counsel are of the opinion that settlement for the consideration and on the terms
9 set forth in the Settlement Agreement are fair, reasonable, and adequate and is in the best
10 interests of the Class and Defendants in light of all known facts and circumstances and the
11 expenses and risks inherent in litigation.

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

16 4. After taking into account sharply disputed factual and legal issues involved in this
17 litigation, the risks attending further prosecution, and the substantial benefits to be received
18 pursuant to the compromise and settlement of the litigation, Plaintiff and Class Counsel have
19 concluded that settlement on the terms hereinafter set forth is appropriate and in the best interests
20 of the Parties and that this settlement is fair and reasonable.

21 5. Based on my review of all the information, and based on my experience in class
22 action litigation, I believe this settlement to be fair, adequate and reasonable.

23 6. Plaintiff and Plaintiff’s counsel are adequate representatives in that they have no
24 conflicts with the class and will adequately represent the class.

25 7. I was retained based upon a contingency fee arrangement wherein Plaintiff’s
26 counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.
27 Specifically, had Plaintiff failed to prevail on these cases, counsel for Plaintiff would have spent
28 a significant amount of time, money and other resources without any benefit or return. In

1 addition, had Plaintiff also failed to prevail in the present cases, Defendant would have been able
2 to seek costs in connection with their defense of the case.

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

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

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

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

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

18 13. I have been approved as class counsel in numerous cases, either as a result of the
19 granting of class certification or as part of the class settlement approval process, including
20 without limitation, the following cases:

- 21 a. *Sison v. Headway Technologies*, Case No. 1-13-CV-254591;
- 22 b. *Barrera v. Home Depot*, Northern District of California Case No. C 12 5199
23 LHK;
- 24 c. *Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC;
- 25 d. *Lao v. H&M Hennes & Mauritz*, N.D. Cal. Case No. 5:16-cv-333 EJD;
- 26 e. *Magadia v. Wal-Mart Assocs.*, N.D. Cal. Case No. 5:17-cv-00062-LHK;
- 27 f. *Naranjo v. Bank of America, N.A.*, N.D. Cal. Case No. C 14-02748 LHK;
- 28

1 g. *Ortegon-Ramirez v. Cedar Fair*, Santa Clara Sup. Ct. Case No. 1-13-CV-
2 254098;

3 h. *Rodriguez v. NIKE Retail Services, Inc.*, N.D. Cal. Case No. 5:14-CV-1508 BLF;

4 i. *Vass v. Gardner Trucking*, San Joaquin Sup. Ct. Case No. 39-2013-294819-CU-
5 OE-STK;

6 j. *Huertas v. Chevron Stations*, Santa Clara Sup. Ct. Case No. 17CV309996;

7 k. *Chavez v. Hugo Boss, Inc.*, Santa Clara Sup. Ct Case No. 18CV322644.

8 14. I was part of the trial team that prevailed on behalf of the certified class in
9 *Magadia v. Wal-Mart Assocs., Inc.*, 384 F. Supp. 3d 1058 (N.D. Cal. 2019), in which we
10 obtained a \$102 million judgment for the class, but was reversed by the Ninth Circuit. I also am
11 counsel in *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810, 818 (9th Cir. 2019), in which we
12 prevailed on class certification and in reversing the district court's granting of summary
13 judgment for the employer.

14 15. To date, my firm has incurred approximately 64.9 hours on this case. I have
15 attached a summary of the time I have spent on this matter, as Exhibit A, which reflects a
16 breakdown of the hours and activities spent by my firm on this matter. My current billing rate is
17 at \$900.00 per hour. Since 2020, I have been approved at \$750 per hour. In 2020, U.S. District
18 Judge David Davila approved my hourly rate of \$750 in *Ramirez v. Walgreen*, N.D. Cal. Case
19 No. 18-cv-03921-EJD (Dkt. No. 34), as well as the Santa Clara County Superior Court in
20 *Hernandez v. Wells Fargo Bank*, Santa Clara Super. Ct. Case No. 16CV299319. In 2023, I
21 increased my rate to \$850, and on January 1, 2025, I raised my rate to \$900.

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1 16. I also anticipate incurring an additional 10 hours to administer this settlement,
2 including ensuring payment and communicating with class members/aggrieved employees and
3 the administrator. As such, the total of my firm's attorney's fees is \$67,410.00 (74.9 hours ×
4 \$900 per hour).

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

7 Executed on March 19, 2025, at Hollister, California.

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10 WILLIAM L. MARDER
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EXHIBIT “A”

Description of Task	Time
Meeting with client/intake	1.3
Review and revise PAGA letter	2.5
Review client documents	2.5
Research re theories	4.5
Review and revise interrogatories and requests for production	4.9
Review and revise responses to discovery	8.5
Confer with client	1.4
Review defendant's document production and responses	5.9
Revise CMC statement	1.5
Review and revise settlement agreement	6.7
Revise motion for preliminary	4.9
Revise proposed order	1.5
Draft declaration iso preliminary	5.3
Revise class notice of settlement	3.9
Draft declaration in support of final approval	4.2
Revise motion for final approval	5.4
Total	64.9

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Hollister, CA 95023

Attorneys for Plaintiffs Brandon Gay, Israil Berber, and Darren Morris

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

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

Executed this **March 28, 2025**, at Los Angeles, California.

Stacy Winberg
Type or Print Name

/s/ *Stacy Winberg*
Signature