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Attorneys for Plaintiff, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

JAMIE KENNEDY, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

UNIVAR SOLUTIONS USA INC., a
Washington corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: MSC21-00272

[Assigned for all purposes to the Hon. E. Weil,
Department 39]

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

Date: January 26, 2023

Time: 9:00 a.m.

Dept: 39

Complaint Filed: February 16, 2021

Trial Date: Not 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 Jamie Kennedy ("Plaintiff"). I have personal knowledge of the facts
6 set 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 ("Settlement Agreement") was
10 the product of arm's length negotiations between highly able and experienced attorneys on both
11 sides who possessed the relevant data and extensive legal research which they had carefully
12 analyzed. Plaintiff's Counsel engaged in extensive factual investigation before settling. The
13 Parties also participated in a full day of mediation with a highly experienced and well-known
14 mediator, Joel Grossman, Esq.

15 4. Based on my independent investigations and evaluations, I am of the opinion that
16 the proposed settlement is fair, reasonable, and adequate, and is in the best interests of the Class
17 Members, in light of all known facts and circumstances, and the expenses and risks inherent in
18 litigation. The settlement was negotiated at arm's length and was facilitated by an experienced
19 and neutral mediator. Thus, this settlement should be granted final approval.

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

26 6. I graduated from UCLA Law School in 1993 and was admitted to the California
27 Bar in 1994. Since that time, I have acquired substantial experience in employment litigation. I
28 have represented both plaintiffs and defendants. I estimate that I have handled more than 300

1 employment cases, litigating cases in state and federal courts.

2 7. I have defended large institutional employers in employment cases. From 1995-
3 1997, as an associate at Bolling, Walter & Gawthrop in Sacramento, I represented the City of
4 Sacramento, Yolo County, the City of Davis, Solano County and other employers in employment
5 litigation in state and federal courts.

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

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

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

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

19 12. I have been the sole trial attorney in two court trials in which I represented
20 plaintiffs who prevailed on wage and hour claims. These cases are: *Smith v. Joyce*, Monterey
21 County Superior Court Case No.: M74334; and *Nava v. Rodriguez*, San Benito County Superior
22 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 this 31st day of December 2022, at Hollister, California.

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8 William L. Marder
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