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Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE**

IKEYEE JACKSON, as an individual and  
on behalf of all others similarly situated,

Plaintiffs,

vs.

SAMUEL, SON & CO. (USA) INC., a  
Delaware corporation; and DOES 1  
through 50, inclusive,

Defendants.

Case No.: CVRI2101679

(Assigned to the Honorable Sunshine Sykes,  
Dept. 6)

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

Date: July 13, 2022  
Time: 8:30 a.m.  
Dept.: 6

**Reservation ID: 857359202946**

Complaint Filed: March 30, 2021

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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, LLP, one of the attorneys of record for Plaintiff Ikeyee Jackson ("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 my own independent investigation and evaluation, I am of opinion that settlement for the consideration and on the terms set forth in the Stipulation of Class Action Settlement and Release (“Settlement Agreement”) are fair, reasonable, and adequate and is in the best interests of the Class in light of all known facts and circumstances and the expenses and risks inherent in litigation.

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

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

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

6. 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

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 employment  
6 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.

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

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

1 Executed on April 18th, 2022, at Hollister, California.

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