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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**

TONY CATELLI, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

INNOVATIVE CONSTRUCTION
SOLUTIONS, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: MSC21-01257

(Assigned for all purposes to the Honorable
Charles S. Treat, Dept. 12)

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

Date: June 8, 2023
Time: 9:00 a.m.
Dept.: 12

Complaint Filed: June 1, 2021
Trial Date: None Set

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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, one of the attorneys of record for Plaintiff Tony Catelli (“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. I support the settlement as fair, reasonable, and adequate, and in the best interest of the Class Members as a whole.

3. I have been approved as class counsel in numerous other wage/hour class actions that have been granted class certification and final approval.

4. My qualifications are as follows: 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 have represented both plaintiffs and defendants. I estimate that I have handled more than 200 employment cases, litigating cases in state and federal courts.

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

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

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

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

9. I have been approved as class counsel in hundreds of cases. A small sample of

those cases includes, *Maggiore v. Watsonville Community Hospital*, Santa Cruz Superior Court Case No. 18CV00191, *Holman v. American Sugar Refining, Inc.*, Contra Costa Superior Court Case No. MSC18-00415, *Hanna v. Equinix LLC*, Santa Clara Superior Court Case No. 18CV339365, *Pittman v. Martinez Steel Corporation*, San Bernardino Superior Court Case No. CIVDS1823132, *Sanchez v. ExamOne WorldWide, Inc.*, Santa Clara Super Court Case No. 17CV30832, *Siron v. Raypak, Inc.*, Ventura Superior Court Case No. 56-2019-005279959-CU-OE-VTA, *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara County Superior Court Case No. 19CV345211, *Ramirez v. Walgreen*, N.D. Cal. Case No. 18-cv-03921-EJD, *Reilly v. Recreational Equipment, Inc.*, N.D. Cal. Case No. 3:18-cv-07385-LB (Dkt. No. 61), *Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC (Dkt. No. 219), *Hernandez v. Wells Fargo Bank*, Santa Clara Superior Court Case No. 16CV299319, and *Carrillo v. New Balance Athletics, Inc.*, Santa Clara Superior Court Case No. 19CV352469.

10. To date, I have incurred approximately 38.8 hours on this case. I have attached a summary of the time I have spent on this matter, as **Exhibit A**, which reflects a breakdown of the hours and activities spent by my firm on this matter.

11. I also anticipate spending an additional 4 hours for post-final approval matters, including handling any post-approval communications and issues that may arise with Class Members regarding settlement payments and/or the case status.

12. My current billing rate is at \$750.00 per hour. As such, the total of my firm's attorney's fees through final approval is expected to be \$32,100.00 (42.8 hours x \$750 per hour). I have been approved at this rate in a number of cases, including but not limited to: *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior Court Case No. 19CV341582, *Della Maggiore v. Watsonville Community Hospital*, Santa Cruz Superior Court Case No. 18CV00191, *Holman v. American Sugar Refining, Inc.*, Contra Costa Superior Court Case No. MSC18-00415, *Hanna v. Equinix LLC*, Santa Clara Superior Court Case No. 18CV339365, *Pittman v. Martinez Steel Corporation*, San Bernardino Superior Court Case No. CIVDS1823132, *Sanchez v. ExamOne WorldWide, Inc.*, Santa Clara Super Court Case No. 17CV30832, *Siron v. Raypak, Inc.*, Ventura Superior Court Case No. 56-2019-005279959-CU-OE-VTA, *Prexxie Pascual and Arturo*

1 *Fonseca v. Satellite Healthcare, Inc.*, Santa Clara County Superior Court Case No. 19CV345211,
2 *Ramirez v. Walgreen*, N.D. Cal. Case No. 18-cv-03921-EJD, *Reilly v. Recreational Equipment*,
3 *Inc.*, N.D. Cal. Case No. 3:18-cv-07385-LB (Dkt. No. 61), *Chavez v. Converse, Inc.*, N.D. Cal.
4 Case No. 15-cv-03746-NC (Dkt. No. 219), *Hernandez v. Wells Fargo Bank*, Santa Clara
5 Superior Court Case No. 16CV299319, and *Carrillo v. New Balance Athletics, Inc.*, Santa Clara
6 Superior Court Case No. 19CV352469.

7 13. To date, my firm has incurred costs in the amount of \$344.72. Attached to my
8 declaration as **Exhibit B** is a cost report listing all the costs incurred by my office in litigating
9 this matter.

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

12 Executed on this 16th day of May 2023, at Hollister, California.

13
14 /s/ William L. Marder
William L. Marder

EXHIBIT A

Catelli v. Innovative Construction Solutions
Time and Task Chart for William L. Marder

Hours	Description of Work
5.2	Review client documents; investigation of facts with client and co-counsel
3.5	Review PAGA letter; review complaint; review initial court assignment order
2.1	Meet and confer discussions with client and co-counsel regarding arbitration agreement
4.2	Meet and confer discussions with client and co-counsel re possible mediation, settlement discussions, further investigation and discussion regarding facts of the case and Defendant's policies at issue
4.7	Review informal data and document production in connection with settlement negotiations; confer with client regarding same
5.5	Review long form settlement agreement; confer with client regarding same
7.4	Review Motion for Preliminary Approval and supporting documents
6.2	Review Motion for Final Approval and supporting documents
38.8	TOTAL HOURS

EXHIBIT B

Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
831-531-4211

May 9, 2023

Mr. Tony Catelli
778 Merritt Circle
Woodland, CA 95776

In Reference To: Emergency Contact: Cameron (209) 715-9464
The adverse party is Innovative Construction Solutions.
Larry Lee.

21-0027

Invoice # 13075

Additional Charges :

	<u>Amount</u>
11/7/2022 Sayler Legal Service. Skip Trace.	118.34
Sayler Legal Service. Service of Process on Stockton Address.	113.19
11/9/2022 Sayler Legal Service. Service of Process.	113.19
Total additional charges	<u>\$344.72</u>
Balance due	<u><u>\$344.72</u></u>