

1 WILLIAM L. MARDER, ESQ. (CBN 170131)
2 **Polaris Law Group**
3 501 San Benito Street, Suite 200
4 Hollister, CA 95023
5 Tel: (831) 531-4214
6 Fax: (831) 634-0333

7 Dennis S. Hyun (State Bar No. 224240)
8 HYUN LEGAL, APC
9 515 S. Figueroa St., Suite 1250
10 Los Angeles, California 90071
11 (213) 488-6555
12 (213) 488-6554 facsimile

13 Attorneys for PLAINTIFFS and the CLASS

14
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF STANISLAUS

17 BRANDON HAWKINS and BRIAN
18 CANADY, individually and on behalf of all
19 others similarly situated,

20 Plaintiff,

21 vs.

22 ONTEL SECURITY SERVICES, INC., a
23 California corporation; and DOES 1 through 50,
24 inclusive,

25 Defendants.

Case No. CV-20-005404

Consolidated with Case No. CV-21-002299

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

Date: April 11, 2025

Time: 8:30 a.m.

Dept.: 23

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

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

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

13 3. Plaintiffs strongly believe that they can prevail at trial. However, Plaintiffs also believe
14 in the 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 operative
16 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 pursuant to
19 the compromise and settlement of the litigation, Plaintiffs and Class Counsel have concluded that
20 settlement on the terms hereinafter set forth is appropriate and in the best interests of the Parties and that
21 this settlement is fair and reasonable.

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

24 6. Plaintiffs and their counsel are adequate representatives in that they have no conflicts
25 with the class and will adequately represent the class.

26 7. I was retained based upon a contingency fee arrangement wherein Plaintiffs' counsel
27 agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had
28 Plaintiffs failed to prevail on these cases, counsel for Plaintiffs would have spent a significant amount of

1 time, money and other resources without any benefit or return. In addition, had Plaintiffs also failed to
2 prevail in the present cases, Defendant would have been able to seek costs in connection with their
3 defense of the case.

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

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

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

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

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

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

- 22 a. *Sison v. Headway Technologies*, Case No. 1-13-CV-254591;
- 23 b. *Barrera v. Home Depot*, Northern District of California Case No. C 12 5199 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 g. *Ortegon-Ramirez v. Cedar Fair*, Santa Clara Sup. Ct. Case No. 1-13-CV-254098;

- 1 h. *Rodriguez v. NIKE Retail Services, Inc.*, N.D. Cal. Case No. 5:14-CV-1508 BLF;
2 i. *Vass v. Gardner Trucking*, San Joaquin Sup. Ct. Case No. 39-2013-294819-CU-OE-
3 STK;
4 j. *Huertas v. Chevron Stations*, Santa Clara Sup. Ct. Case No. 17CV309996;
5 k. *Chavez v. Hugo Boss, Inc.*, Santa Clara Sup. Ct Case No. 18CV322644.

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

11 15. Neither Plaintiffs, nor Plaintiffs' counsel have any personal or financial relationship with
12 Legal Aid at Work.

13 16. To date, my firm has incurred approximately 63.3 hours on this case. I have attached a
14 summary of the time I have spent on this matter, as Exhibit A, which reflects a breakdown of the hours
15 and activities spent by my firm on this matter. My current billing rate is at \$900.00 per hour. Since
16 2020, I have been approved at \$750 per hour. In 2020, U.S. District Judge David Davila approved my
17 hourly rate of \$750 in *Ramirez v. Walgreen*, N.D. Cal. Case No. 18-cv-03921-EJD (Dkt. No. 34), as well
18 as the Santa Clara County Superior Court in *Hernandez v. Wells Fargo Bank*, Santa Clara Super. Ct.
19 Case No. 16CV299319. In 2023, I increased my rate to \$850, and on January 1, 2025, I raised my rate
20 to \$900.

21 17. I also anticipate incurring an additional 10 hours to administer this settlement, including
22 ensuring payment and communicating with class members/aggrieved employees and the administrator.
23 As such, the total of my firm's attorney's fees is \$65,970.00 (73.3 hours × \$900 per hour).

24 ///

25 ///

26 ///

18. Attached as Exhibit “B” are true and correct copies of my cost bills for Plaintiffs, which show a total amount of \$7,500.90.

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

Executed on March 10, 2025, at Hollister, California.

William L. March

WILLIAM L. MARDER

EXHIBIT “A”

Description of Task	Time
Meeting with client/intake for Hawkins	1.5
Meeting with client/intake for Canady	1.2
Draft PAGA letter for Hawkins	2.5
Draft PAGA letter for Canady	2.3
Review client documents	3.4
Research re theories	4.1
Review and revise interrogatories and requests for production	5.6
Review and revise responses to discovery	7.9
Confer with clients on discovery	2.5
Review defendant's document production and responses	5.9
Revise CMC statement	1.5
Review and revise settlement agreement	5.6
Revise motion for preliminary	3.5
Revise proposed order	0.6
Draft declaration iso preliminary	4.6
Revise class notice of settlement	2.6
Draft declaration in support of final approval	3.5
Revise motion for final approval	4.5
Total	63.3

EXHIBIT “B”

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

March 4, 2025

Brandon Hawkins
2917 Snyder Ave Unit I
Modesto, CA 95356

In Reference To: v Ontel Security Services Inc.
ER Catherine (209) 918-0541
Dennis Hyun

20-0101

Invoice # 13186

Additional Charges :

	<u>Amount</u>
10/29/2020 PAGA Filing Fee.	75.00
12/22/2020 Sayler Legal Service. Service of Process.	1,504.56
1/25/2021 Sayler Legal Service. Service of Process.	30.87
Sayler Legal Service. Service of Process.	30.00
2/28/2021 Sayler Legal.	30.87
3/31/2021 Sayler Legal Service. Service of Process.	8.73
1/24/2022 Sayler E-File Fee.	8.73
8/1/2022 Sayler E-File.	8.73
8/8/2022 Mediation fee with Jeffrey Krivis.	5,000.00
5/4/2023 Sayler E-File.	10.79
6/20/2023 Mediation fees to Signature Resolution.	5,437.50
11/20/2023 File Joint Case Management Statement.	10.79
3/25/2024 Sayler E-File.	10.79
Sayler E-File Case Management Statement.	2.05

	<u>Amount</u>
8/8/2024 Sayler Legal Service. Service of Process.	10.79
Sayler Legal Service. Service of Process.	10.79
11/4/2024 Sayler Legal Service. E-File.	72.44
1/6/2025 Filing with the Superior Court.	87.47
Total additional charges	<u>\$12,350.90</u>
Accounts receivable transactions	
2/14/2023 Payment - Thank YouNo. 15888	<u>(\$4,850.00)</u>
Total payments and adjustments	<u>(\$4,850.00)</u>
Balance due	<u><u>\$7,500.90</u></u>