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Attorneys for Plaintiff and the Aggrieved Employees

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

PORSCHA LE AI, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PROGRESSIVE CASUALTY
INSURANCE COMPANY, an Ohio
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 34-2021-00308276-CU-OE-GDS

(Assigned to the Honorable Lauri A. Damrell, Dept.
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**DECLARATION OF WILLIAM L. MARDER
IN SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: February 17, 2023

Time: 9:00 a.m.

Dept.: 28

Reservation No.: 2697723

Complaint Filed: September 20, 2021

FAC Filed: January 7, 2022

SAC Filed: December 15, 2022

Trial Date: None Set

DECLARATION OF WILLIAM L. MARDER

I, William L. Marder, declare 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 Porscha Le Ai ("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 Plaintiff and the Aggrieved Employees as a whole. Based on my investigation and evaluation, I believe that the settlement with Defendant for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interests of Plaintiff, the State of California, and Aggrieved Employees, in light of all known facts and circumstances, including the risk of significant delay, the uncertainty associated with litigation, the various defenses asserted by Defendant, and the numerous potential appellate issues.

3. 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.

4. 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.

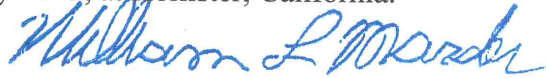
5. From 1997-2000, I served as a Deputy County Counsel in San Benito, handling all of its employment matters. These matters include advising the county on compliance with wage and hour laws, arbitrations, and litigation.

6. 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.

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

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

5 Executed on this 17th day of January 2023, at Hollister, California.

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8 William L. Marder
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