

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Kwanporn "Mai" Tulyathan (State Bar No. 316704)
Max W. Gavron (State Bar No. 291697)

DIVERSITY LAW GROUP, P.C.

515 S. Figueroa Street, Suite 1250

Los Angeles, CA 90071

(213) 488-6555

(213) 488-6554 facsimile

lwlee@diversitylaw.com

kagnew@diversitylaw.com

ktulyathan@diversitylaw.com

mgavron@diversitylaw.com

William L. Marder (SBN 170131)

bill@polarislawgroup.com

POLARIS LAW GROUP

501 San Benito Street, Suite 200

Hollister, CA 95023

Telephone: (831) 531-4214

Facsimile: (831) 634-0333

Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

LEYLA SHAMS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

REVATURE LLC, a Virginia corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV394270

**DECLARATION OF WILLIAM L. MARDER
IN SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: June 4, 2025

Time: 1:30 p.m.

Dept.: 19

Action Filed: February 14, 2022

Trial Date: None Set

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I, William L. Marder, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am a partner of the law firm of the Polaris Law Group, counsel of record for Plaintiff Leyla Shams (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I submit this declaration in support of the Motion to Approve Settlement Agreement Pursuant to PAGA.

3. 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 in this case, 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.

4. From the inception of the case, Plaintiff's counsel have zealously represented the interests of Plaintiff and the Aggrieved Employees. The settlement was obtained for the benefit of the Aggrieved Employees, as opposed to the individual Plaintiff.

5. 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 inherent risks in drawn-out litigation, as well as the possibility of appeals.

6. 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 have concluded that settlement on the terms set forth in the PAGA Settlement Agreement (“Settlement Agreement”) is appropriate and in the best interests of Plaintiff and the Aggrieved Employees.

7. I do not have a relationship with the *cy pres* recipient, the Justice Gap Fund.

8. 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 9. 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
6 employment litigation in state and federal courts.

7 10. 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 11. 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 12. 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 13. 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 14. 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 15. To date, I have incurred approximately 31.7 hours in the prosecution of this
25 matter, with an hourly rate of \$900.00 per hour. The total lodestar for my hours will be
26 approximately \$28,530.00. Attached as **Exhibit A** is a summary of my hours and tasks on this
27 matter.

28 16. I have previously been approved at an hourly rate of \$850.00 by various courts in

a number of matters, including most recently in *Audycki v. Stanford Health Care*, Santa Clara Superior Court Case No. 19CV347173 and *Palomino v. Northrop Grumman Systems Corporation*, Santa Clara Superior Court Case No. 19CV345534.

17. My current billing rate is \$900.00 per hour. Since at least 2020, I have been approved at an hourly rate of \$750.00 per hour by various Courts. Examples of these Courts include the following cases: *Hernandez v. Wells Fargo Bank*, Santa Clara County Superior Court Case No. 16CV299319, *Carrillo v. New Balance Athletics, Inc.*, Santa Clara County Superior Court Case No. 19CV352469; *Ramirez v. Walgreen Co.*, United States District Court, Northern District of California Case No. 18-cv-03921-EJD, *Chavez v. Converse, Inc.*, United States District Court, Northern District of California Case No. 15-cv-03746-NC; *Foster v. Schindler Elevator Corporation*, Alameda County Superior Court Case No. RG19029640; *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community Hospital*, Santa Cruz County Superior Court Case No. 18CV00191; *Pittman v. Martinez Steel Corporation*, San Bernardino County Superior Court Case No. CIVDS1823132; *Michael Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No. RG18908139; *Markham v. Quik Stop Markets, Inc.*, Santa Clara County Superior Court Case No. 19CV341582; *Siron v. Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-005279959-CU-OE-VTA; *Carter v. Kline Services, Inc.*, San Bernardino County Superior Court Case No. CIVDS1828867, and *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara County Superior Court Case No. 19CV345211. I was approved at an hourly rate of \$800.00 per hour in *Martinez and Acosta v. City of Hope National Medical Center, et al.*, San Bernardino County Superior Court Case No. CIVDS2015729, *Jaime Moen v. Genentech, Inc.*, San Diego County Superior Court Case No. 37-2021-00008619-CU-OE-CTL, *Murray v. Granite Wellness Centers et al.*, Nevada County Superior Court Case No. CU20-084680, and *Smith, et al. v. Clean Harbors Environmental Services, Inc.*, Sacramento County Superior Court Case No. 34-2021-00292526.

18. For example, I was approved at \$900 in *Bendorf v. Sea World LLC*, San Deigo

1 County Superior Court Case No. 37-2021-00034922-CU-OE-CTL and *Middlebrooks v.*
2 *Fleetpride, Inc.*, Shasta County Superior Court Case No. 23CV-0202247. Thus, I believe an
3 hourly rate of \$900.00 per hour is reasonable.

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 12th day of March 2025, at Hollister, California.

7 DocuSigned by:
8 *William Marder*
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10 William L. Marder
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EXHIBIT A

Shams v. Revature LLC
William L. Marder Time and Task Chart

Hours	Description of Work
12.8	Perform client intake and interview; analyze and review documents provided by client upon receipt; confer with co-counsel re anticipated claims and discuss same with client.
2.1	Analyze and review pleadings re removal and confer with client and co-counsel re same.
1.4	Confer with client re discovery; conduct further interview and discussion with client re progress of case.
2.5	Analyze and review pleadings re motion to compel arbitration; confer with client re same.
3.1	Confer with client re arbitration proceedings and court ruling compelling same.
1.9	Confer with client re prospect of mediation and information needed to participate in same; confer with co-counsel re same.
2.6	Confer with client post-mediation; address follow up questions re same.
3.4	Confer with client and co-counsel re proposed settlement; analyze, review, and further revise settlement agreement and supporting documents.
1.9	Draft and revise documentation in support of approval motions for settlement.
31.7	TOTAL HOURS