

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile
Attorneys for Plaintiffs and the Putative Class

[Additional party and counsel on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

JOSE VALENCIA, an individual,
BRANDON JEROUE, an individual, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

SENTINEL TRANSPORTION, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV00951

[Assigned for all purposes to the Hon. James F.
Rigali, Department SM Dept 2]

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

Date: February 27, 2024

Time: 8:30 a.m.

Dept.: SM Dept. 2

Complaint Filed: April 29, 2022

Trial Date: None

1 I, William L. Marder, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
3 California, and am with the law firm Polaris Law Group, counsel of record for Plaintiffs Jose
4 Valencia and Brandon Jeroue ("Class Representatives" or "Plaintiffs"). I have personal knowledge
5 of the facts set forth below and if called to testify I could and would do so competently.

6 2. I am one of the primary attorneys on this matter. Based on my own independent
7 investigation and evaluation, I am of the opinion that settlement for the consideration and on the
8 terms set forth in the Joint Stipulation of Class and Representative Action Settlement ("Settlement
9 Agreement" or "Agreement") is fair, reasonable, and adequate and is in the best interests of the
10 Class, in light of all known facts and circumstances and the expenses and risks inherent in litigation.

11 3. The funds represented by uncashed settlement checks will be paid out pursuant to
12 California Code of Civil Procedure section 384 to Legal Aid at Work, the designated *cy pres*
13 recipient. I do not maintain an interest in and/or relationship with Legal Aid at Work.

14 4. My office was retained based upon a contingency fee arrangement wherein Class
15 Counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.
16 Specifically, had Plaintiff failed to prevail in the matter, Class Counsel would have spent a
17 significant amount of time, money and other resources without any benefit or return. For instance,
18 my office has expended costs to file the instant action, effect service of process, pay mediation fees
19 and other litigation related costs. In addition, had Plaintiff also failed to prevail in the present cases,
20 Defendant would have been able to seek costs in connection with their defense of the case.

21 5. My qualifications are as follows: I graduated from UCLA Law School in 1993 and
22 was admitted to the California Bar in 1994. Since that time, I have acquired substantial experience in
23 employment litigation. I have represented both plaintiffs and defendants. I estimate that I have
24 handled more than 300 employment cases, litigating cases in state and federal courts.

25 6. I have defended large institutional employers in employment cases. From 1995 to
26 1997, as an associate at Bolling, Walter & Gawthrop in Sacramento, I represented the City of
27 Sacramento, Yolo County, the City of Davis, Solano County, and other employers in employment
28 litigation in state and federal courts.

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

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

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

8 10. I have been the sole trial attorney in two jury trials in which I represented a plaintiff
9 who prevailed on wrongful termination claims brought pursuant to the California Fair Employment
10 & Housing Act, California Government § 12900 *et seq.* These cases are: *Gamayo v. Drobny Law*
11 *Offices*, Sacramento Superior Court Case No.: 34-2008-00005372CU; and *Cherub Berlanga v.*
12 *Willow Grove School District*, San Benito County Superior Case No.: CU-09-00100.

13 11. I have been the sole trial attorney in two court trials in which I represented plaintiffs
14 who prevailed on wage and hour claims. These cases are: *Smith v. Joyce*, Monterey County Superior
15 Court Case No.: M74334; and *Nava v. Rodriguez*, San Benito County Superior Court Case No.: CU-
16 08-00022.

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

- 20 a. *Sison v. Headway Technologies*, Case No. 1-13-CV-254591;
- 21 b. *Barrera v. Home Depot*, Northern District of California Case No. C 12 5199 LHK;
- 22 c. *Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC;
- 23 d. *Lao v. H&M Hennes & Mauritz*, N.D. Cal. Case No. 5:16-cv-333 EJD;
- 24 e. *Magadia v. Wal-Mart Assocs.*, N.D. Cal. Case No. 5:17-cv-00062-LHK;
- 25 f. *Naranjo v. Bank of America, N.A.*, N.D. Cal. Case No. C 14-02748 LHK;
- 26 g. *Ortegon-Ramirez v. Cedar Fair*, Santa Clara Sup. Ct. Case No. 1-13-CV-254098;
- 27 h. *Rodriguez v. NIKE Retail Services, Inc.*, N.D. Cal. Case No. 5:14-CV-1508 BLF;
- 28

1 i. *Vass v. Gardner Trucking*, San Joaquin Sup. Ct. Case No. 39-2013-294819-CUOE-
2 STK;

3 j. *Huertas v. Chevron Stations*, Santa Clara Sup. Ct. Case No. 17CV309996; and

4 k. *Chavez v. Hugo Boss, Inc.*, *Santa Clara Sup. Ct Case No. 18CV322644*.

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

7 Executed on February 1, 2024, at Hollister, California.

8 

9
10 William L. Marder