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Attorneys for Plaintiffs and the Putative Class

**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 FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: June 25, 2024

Time: 8:30 a.m.

Dept.: SM Dept. 2

Action Filed: April 29, 2022

Trial Date: None Set

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. Based on my independent investigations and evaluations, I am of the opinion that the
7 terms of the Joint Stipulation of Class and Representative Action Settlement ("Settlement
8 Agreement" or "Agreement") are fair, reasonable, and adequate, and is in the best interests of the
9 Class Members, in light of all known facts and circumstances, and the expenses and risks inherent
10 in litigation. The settlement was negotiated at arm's length and was facilitated by an experienced
11 and neutral mediator.

12 3. I was retained based upon a contingency fee arrangement wherein Plaintiff's counsel
13 agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically,
14 had Plaintiffs failed to prevail on these cases, counsel for Plaintiffs would have spent a significant
15 amount of time, money and other resources without any benefit or return. In addition, had Plaintiffs
16 also failed to prevail in the present cases, Defendant would have been able to seek costs in
17 connection with their defense of the case.

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

22 5. I have defended large institutional employers in employment cases. From 1995 to
23 1997, as an associate at Bolling, Walter & Gawthrop in Sacramento, I represented the City of
24 Sacramento, Yolo County, the City of Davis, Solano County, and other employers in employment
25 litigation in state and federal courts.

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

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

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

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

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

14 11. I have been approved as class counsel in numerous cases, either as a result of the
15 granting of class certification or as part of the class settlement approval process, including without
16 limitation, the following cases:

- 17 a. *Sison v. Headway Technologies*, Case No. 1-13-CV-254591;
18 b. *Barrera v. Home Depot*, Northern District of California Case No. C 12 5199 LHK;
19 c. *Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC;
20 d. *Lao v. H&M Hennes & Mauritz*, N.D. Cal. Case No. 5:16-cv-333 EJD;
21 e. *Magadia v. Wal-Mart Assocs.*, N.D. Cal. Case No. 5:17-cv-00062-LHK;
22 f. *Naranjo v. Bank of America, N.A.*, N.D. Cal. Case No. C 14-02748 LHK;
23 g. *Ortegon-Ramirez v. Cedar Fair*, Santa Clara Sup. Ct. Case No. 1-13-CV-254098;
24 h. *Rodriguez v. NIKE Retail Services, Inc.*, N.D. Cal. Case No. 5:14-CV-1508 BLF;
25 i. *Vass v. Gardner Trucking*, San Joaquin Sup. Ct. Case No. 39-2013-294819-CUOE-
26 STK;
27 j. *Huertas v. Chevron Stations*, Santa Clara Sup. Ct. Case No. 17CV309996; and
28 k. *Chavez v. Hugo Boss, Inc.*, *Santa Clara Sup. Ct Case No. 18CV322644.*

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

3 Executed on this 30th day of May 2024, at Hollister, California.

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