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Attorneys for Plaintiff and aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

STEPHEN JARAMILLO, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

USS-UPI, LLC, a Delaware limited
liability company formerly known as
USS POSCO Industries; and DOES 1
through 50, inclusive,

Defendants.

Case No.: C22-00641

(Assigned to the Honorable Charles S. Treat,
Dept. 12)

**DECLARATION OF WILLIAM L. MARDER
IN SUPPORT OF PLAINTIFF'S MOTION
TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT OF
2004**

Date: TBD
Time: 8:30 A.M.
Dept.: 12

Complaint Filed: April 7, 2022
Trial Date: None Set

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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 Stephen Jaramillo (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

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 on 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.

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.

7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. To date, I have incurred approximately 24.5 hours in the prosecution of this
25 matter, with an hourly rate of \$800.00 per hour. The total lodestar for my hours will be
26 approximately \$19,600.00. Attached as **Exhibit A** is a summary of my hours and tasks on this
27 matter.

28 15. 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

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

Executed on this 17th day of January 2024, at Hollister, California.



William L. Marder

EXHIBIT A

Jaramillo v. USS-UPI
William L. Marder Time and Task Chart

Hours	Description of Work
4.8	Perform client intake/interview and follow up calls; draft and revise memo to file re same; and prepare client notes.
6.1	Analyze and review documents provided by client upon receipt; evaluate for further potential issues to investigate; confer with client following review and obtain additional factual background to support claims.
3.8	Confer with co-counsel re anticipated claims and discuss same with client; address potential failure to pay final wages claim with client and co-counsel.
1.4	Discuss Defendant's anticipated motion for summary judgment with co-counsel and client; obtain additional factual information from client re same.
1.2	Confer with client re anticipated mediation; discuss data and further information requested from client to prepare for same.
1.5	Confer with client following mediation; address questions posed re next steps.
2.2	Analyze and review settlement agreement and proposed notice; provide comment re same.
1.7	Confer with client re settlement agreement; answer questions and provide clarification re same.
1.8	Further draft and revise documentation in support of approval motion; confer with client re declaration and motion.
24.5	TOTAL HOURS