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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

SABRINA GILBERT, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

CENTRAL CALIFORNIA BAKING
COMPANY, an Oregon Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: VCU291467

[Assigned for all purposes to the Hon. John P.
Bianco, Department 2]

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

Date: April 22, 2024

Time: 8:30 a.m.

Dept.: 2

Complaint Filed: April 26, 2022

FAC Filed: August 21, 2023

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 with the law firm Polaris Law Group, counsel of record for Plaintiff Sabrina Gilbert (“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 am one of the primary attorneys on this matter. Based on my own independent investigation and evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in the Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement” or “Agreement”) is fair, reasonable, and adequate and is in the best interests of the Class, in light of all known facts and circumstances and the expenses and risks inherent in litigation.

3. My office was retained based upon a contingency fee arrangement wherein Class Counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had Plaintiff failed to prevail in the matter, Class Counsel would have spent a significant amount of time, money and other resources without any benefit or return.

4. My qualifications are as follows: 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 300 employment cases, litigating cases in state and federal courts.

5. I have defended large institutional employers in employment cases. From 1995 to 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.

6. From 1997 to 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.

7. From 2002 to 2006, I was a partner at Paxton O'Brien, LLP in Hollister, an AV

1 rated firm, where I represented numerous plaintiffs and defendants in employment lawsuits.

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

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

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

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

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

3 Executed on March 19, 2024, at Hollister, California.

4 DocuSigned by:
William Marder
5 U192557422894912
6 William L. Marder