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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JAVIER LOPEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CH ROBINSON COMPANY, INC.; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2022-01259258-CU-OE-CXC

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

Date: July 09, 2026
Time: 2:00 PM
Dept.: CX102

Reservation No.: 74812680

Complaint Filed: May 12, 2022
Trial Date: None Set

1 I, William L. Marder, hereby declare and state as follows:

2 1. I am an attorney at law duly admitted to practice before all courts in the State of
3 California and am a partner of the law firm of the Polaris Law Group, one of the attorneys of
4 record for Plaintiff Javier Lopez ("Plaintiff"), in the above-entitled action. I have personal
5 knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could
6 and would competently do so.

7 2. Based on my independent investigation, my review of the facts and applicable law,
8 the discovery and information exchanged by the Parties, and my evaluation of the strengths and
9 weaknesses of the claims and defenses at issue, it is my opinion that the consideration and terms
10 set forth in the Joint Stipulation of Class and Representative Action Settlement ("Settlement
11 Agreement") are fair, reasonable, and adequate, and in the best interests of the Class. In reaching
12 this conclusion, I considered, among other things, the risks and uncertainties of continued
13 litigation, the information obtained through informal discovery, and the meaningful monetary
14 relief the Settlement provides to Class Members without the delay and uncertainty associated with
15 further litigation.
16

17 3. Although I strongly believe Plaintiff has meritorious claims and could prevail at
18 trial, I also recognize that continued litigation would involve substantial risk. The claims and
19 defenses in this case present disputed factual and legal issues, including issues bearing on liability,
20 class certification, manageability, damages, and Defendant's anticipated defenses. In my judgment,
21 the Settlement fairly reflects a reasonable compromise in light of those risks, including the
22 possibility that Plaintiff might not prevail on one or more claims or legal theories, that recovery
23 could be reduced through motion practice or at trial, or that any favorable result could be delayed
24 or diminished through post-trial proceedings and appeal.

25 4. I was retained based upon a contingency fee arrangement wherein Plaintiff's counsel
26 agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically,
27 had Plaintiff failed to prevail in the case, counsel for Plaintiff would have spent a significant
28 amount of time, money, and other resources without any benefit or return. In addition, had Plaintiff

1 also failed to prevail in the present case, Defendant would have been able to seek costs in
2 connection with their defense of the case.

3 5. I graduated from UCLA Law School in 1993 and was admitted to the California
4 Bar in 1994. Since that time, I have acquired substantial experience in employment litigation. I
5 have represented both plaintiffs and defendants. I estimate that I have handled more than 300
6 employment cases, litigating cases in state and federal courts.

7 6. I have defended large institutional employers in employment cases. From 1995-
8 1997, as an associate at Bolling, Walter & Gawthrop in Sacramento, I represented the City of
9 Sacramento, Yolo County, the City of Davis, Solano County, and other employers in employment
10 litigation in state and federal courts.

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

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

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

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

23 11. I have been the sole trial attorney in two court trials in which I represented plaintiffs
24 who prevailed on wage and hour claims. These cases are *Smith v. Joyce*, Monterey County
25 Superior Court Case No.: M74334; and *Nava v. Rodriguez*, San Benito County Superior Court
26 Case No.: CU-08-00022.
27

28 12. I have been approved as class counsel in numerous cases, either as a result of the

1 granting of class certification or as part of the class settlement approval process, including without
2 limitation, the following cases:

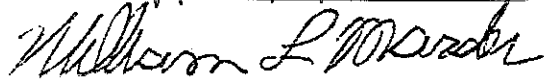
- 3 a. *Sison v. Headway Technologies*, Case No. 1-13-CV-254591;
4 b. *Barrera v. Home Depot*, Northern District of California Case No. C 12 5199
5 LHK;
6 c. *Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC;
7 d. *Lao v. H&M Hennes & Mauritz*, N.D. Cal. Case No. 5:16-cv-333 EJD;
8 e. *Magadia v. Wal-Mart Assocs.*, N.D. Cal. Case No. 5:17-cv-00062-LHK;
9 f. *Naranjo v. Bank of America, N.A.*, N.D. Cal. Case No. C 14-02748 LHK;
10 g. *Ortegon-Ramirez v. Cedar Fair*, Santa Clara Sup. Ct. Case No. 1-13-CV-
11 254098;
12 h. *Rodriguez v. NIKE Retail Services, Inc.*, N.D. Cal. Case No. 5:14-CV-1508
13 BLF;
14 i. *Vass v. Gardner Trucking*, San Joaquin Sup. Ct. Case No. 39-2013-294819-
15 CU-OE-STK;
16 j. *Huertas v. Chevron Stations*, Santa Clara Sup. Ct. Case No. 17CV309996;
17 k. *Chavez v. Hugo Boss, Inc.*, Santa Clara Sup. Ct Case No. 18CV322644.

18
19 13. My co-counsel and I will adequately represent the Class in this action. Class
20 Counsel has and will zealously represent Plaintiff and the Class and pursue this lawsuit to its
21 conclusion. I have no conflicts with the Class and will adequately represent the Class.

22 14. I do not have any conflicts of interest with the proposed *cy pres* recipient, Legal Aid
23 at Work.

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

26 Executed on this 23 day of March 2026, at Hollister, California.

27 

28 William L. Marder