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Attorneys for Plaintiffs
Cecilia Curry and Tina Chandra

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO – COMPLEX

**CVS HEALTH WAGE AND HOUR
CASES**

Case No. JCCP 5299

(Assigned to the Hon. Katherine A. Bacal, Dept.
C-63)

**DECLARATION OF WILLIAM L.
MARDER IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: _____

Time: _____

Dept.: C-63

Coordinated actions:

Chandra v. Longs Drug Stores California

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MONTEREY
NO. 23CV000219

Curry v. CVS Health, et al.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO
NO. 37-2022-00046692

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

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

2. Based on my own independent investigation and evaluation, I am of opinion that settlement for the consideration and on the terms set forth in the Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement”) are 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. I strongly believe that Plaintiffs can prevail at trial. However, I also believe in the fairness of the settlement, which is based on factoring in the uncertainty and risks to Plaintiffs involved in not prevailing on one or more of the causes of action or theories alleged in the operative Complaint and in the possibility of appeals.

4. After taking into account sharply disputed factual and legal issues involved in this litigation, the risks attending further prosecution, and the substantial benefits to be received pursuant to the compromise and settlement of the litigation, I believe this settlement to be fair, adequate, and reasonable.

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

6. I graduated from UCLA Law School in 1993 and was admitted to the California

1 Bar in 1994. Since that time, I have acquired substantial experience in employment litigation. I
2 have represented both plaintiffs and defendants. I estimate that I have handled more than 300
3 employment cases, litigating cases in state and federal courts.

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

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

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

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

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

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

24 13. I have also been approved as class counsel in numerous cases including *Sison v.*
25 *Headway Technologies*, Case No. 1-13-CV-254591 and *Barrera v. Home Depot*, Northern District
26 of California Case No. C 12 5199 LHK.

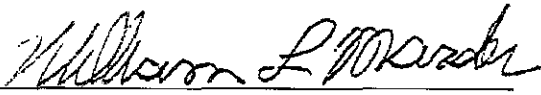
27 14. My co-counsel and I will adequately represent the Class in this action. Plaintiffs'
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1 counsel have and will zealously represent Plaintiffs and the Class and pursue this lawsuit to its
2 conclusion. I have no conflicts with the Class and will adequately represent the Class.

3 15. I do not have any conflicts of interest with the proposed cy pres recipient, Legal Aid
4 at Work.

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

7 Executed on this 13th day of March 2026, at Hollister, California.

8 
9 William L. Marder
10 William L. Marder