

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)
Kyle R. Nordrehaug (SBN 205975)
Aparajit Bhowmik (SBN 248066)
Victoria B. Rivapalacio (SBN 275115)
Christine T. LeVu (SBN 288271)
Adolfo Sanchez Contreras (SBN 354371)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Attorneys for *Plaintiffs*

[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LAURA WEITZ and LAILA FAIZ, individuals,
on behalf of themselves and on behalf of all
persons similarly situated, and on behalf of the
State of California, as a private attorney general,

Plaintiff,

v.

BANANA REPUBLIC, LLC, a Limited Liability
Company; THE GAP, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV19287

CLASS ACTION

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

Date: November 9, 2026
Time: 10:00 a.m.
Dept.: 11

Complaint Filed: April 17, 2023
FAC Filed: January 16, 2024

1 Larry W. Lee (State Bar No. 228175)
2 Max W. Gavron (State Bar No. 291697)
3 Kwanporn “Mai” Tulyathan (State Bar No. 316704)
4 DIVERSITY LAW GROUP, P.C.
5 515 S. Figueroa Street, Suite 1250
6 Los Angeles, CA 90071
7 (213) 488-6555
8 (213) 488-6554 facsimile
9 lwlee@diversitylaw.com
10 mgavron@diversitylaw.com
11 ktulyathan@diversitylaw.com

8 William L. Marder (State Bar No. 170131)
9 bill@polarislawgroup.com
10 Polaris Law Group
11 501 San Benito Street, Suite 200
12 Hollister, CA 95023
13 (831) 531-4214
14 (831) 634-0333 facsimile

15 *Attorneys for Plaintiffs*

DECLARATION OF WILLIAM L. MARDER

I, William L. Marder, hereby declare and state 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 Diversity Law Group, counsel of record for Plaintiff Laila Faiz (“Plaintiff” or “Faiz”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

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 Settlement Agreement are fair, reasonable, and adequate and is in the best interests of the Settlement Class in light of all known facts and circumstances and the expenses and risks inherent in litigation.

3. 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 uncertainty and risks to Plaintiff 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 Plaintiff’s counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had Plaintiff failed to prevail in the 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 case, Defendants would have been able to seek costs in connection with its defense of the case.

6. 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

1 cases, litigating cases in state and federal courts.

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

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

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

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

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

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

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

24 14. My co-counsel and I will adequately represent the Class Members in this action.
25 Plaintiff's counsel have and will zealously represent Plaintiff and the Settlement Class and pursue this
26 lawsuit to its conclusion. I have no conflicts with the Settlement Class and will adequately represent the
27 Settlement Class.

1 15. To date, I have incurred approximately 8.3 hours in connection with the litigation of this
2 lawsuit. Attached hereto as **Exhibit A** is a chart summarizing the amount of work I have incurred to
3 date on this matter.

4 16. As of January 1, 2024, my hourly rate in class and representative actions is \$900.00 per
5 hour. As such, the total lodestar for my hours is expected to be approximately \$7,470.00.

6 17. I have been approved at an hourly rate of \$900.00 per hour in a number of cases,
7 including but not limited to: *Bendorf v. Sea World LLC*, San Diego Superior Court Case No. 37-2021-
8 00034922-CU-OE-CTL and *Middlebrooks v. FleetPride, Inc.*, Shasta Superior Court Case No. 23CV-
9 0202247. I have previously been approved at an hourly rate of \$850.00 by various courts in a number of
10 matters, including in *Audycki v. Stanford Health Care*, Santa Clara Superior Court Case No.
11 19CV347173 and *Palomino v. Northrop Grumman Systems Corporation*, Santa Clara Superior Court
12 Case No. 19CV345534.

13 18. To date, Polaris Law Group has incurred \$205.80 in costs in connection with the
14 litigation and prosecution of the Action, which includes service fees. Attached hereto as **Exhibit B** is a
15 true and correct copy of the cost report.

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

18 Executed on this 18th day of September 2026, at Los Angeles, California.

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21 William L. Marder
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EXHIBIT A

Weitz/Faiz v. Banana Republic, LLC et al
Time and Task Chart for William L. Marder

Hours	Description of Work
4.8	Confer with co-counsel re theories of liability; confer with client re filing of case
1.0	Confer with co-counsel re related cases
2.5	Confer with co-counsel re service issues
8.3	<u>TOTAL HOURS</u>

EXHIBIT B

Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
831-531-4211

September 17, 2026

Ms. Laila Faiz

In Reference To: The adverse party is The Gap, Inc.

23-0041

Invoice # 13265

Additional Charges :

	<u>Amount</u>
12/30/2024 Sayler Legal Service. Sent runner to house.	102.90
4/7/2025 Process server went to client's home for signature.	102.90
Total additional charges	<u>\$205.80</u>
Balance due	<u><u>\$205.80</u></u>