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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

ELISA RECODER, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADECCO USA, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CGC-23-610955

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

Date: August 18, 2025

Time: 9:00 a.m.

Dept.: 301

Action Filed: December 8, 2023

Trial Date: September 8, 2025

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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 a partner of the law firm of the Polaris Law Group, counsel of record for Elisa Recoder ("Plaintiff"). I have personal knowledge of the facts set forth below and if so testify I could and would do so competently.

2. I submit this declaration in support of Plaintiff's Motion to Approve Settlement Pursuant to the PAGA.

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. Effectively, had Plaintiff failed to prevail in 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 reimbursement of their defense of the case.

4. From the inception of the case, Plaintiff's Counsel have zealously represented the interests of Plaintiff and the aggrieved employees. The settlement was obtained for the benefit of the aggrieved employees, as opposed to the individual Plaintiff.

5. I strongly believe that Plaintiff can prevail at trial. However, I also believe in the merits of the settlement, which is based on factoring in the inherent risks in drawn-out litigation, as well as the possibility of appeals.

6. After taking into account sharply disputed factual and legal issues involved in this case, the risks attending further prosecution, and the substantial benefits to be received from the compromise and settlement of the litigation, I have concluded that settlement on the terms set forth in the PAGA Settlement Agreement (“Settlement Agreement”) is appropriate in the best interests of Plaintiff and the aggrieved employees.

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

1 employment cases, litigating cases in state and federal courts.

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

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

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

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

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

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

23 14. To date, I have incurred approximately 17.2 hours in the prosecution of this
24 matter, with an hourly rate of \$900.00 per hour. The total lodestar for my hours will be
25 approximately \$15,480.00. Attached as **Exhibit A** is a summary of my hours and tasks on this
26 matter.

27 15. Since at least 2020, I have been approved at an hourly rate of \$750.00 per hour by
28 various courts. Examples of these courts include the following cases: *Hernandez v. Wells Fargo*

1 *Bank*, Santa Clara County Superior Court Case No. 16CV299319, *Carrillo v. New Balance*
2 *Athletics, Inc.*, Santa Clara County Superior Court Case No. 19CV352469; *Ramirez v. Walgreen*
3 *Co.*, United States District Court, Northern District of California Case No. 18-cv-03921-EJD,
4 *Chavez v. Converse, Inc.*, United States District Court, Northern District of California Case No.
5 15-cv-03746-NC; *Foster v. Schindler Elevator Corporation*, Alameda County Superior Court
6 Case No. RG19029640; *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case
7 No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No.
8 BC720144; *Mary Della Maggiora v. Watsonville Community Hospital*, Santa Cruz County
9 Superior Court Case No. 18CV00191; *Pittman v. Martinez Steel Corporation*, San Bernardino
10 County Superior Court Case No. CIVDS1823132; *Michael Randolph v. Pacific Racing*
11 *Association*, Alameda County Superior Court Case No. RG18908139; *Markham v. Quik Stop*
12 *Markets, Inc.*, Santa Clara County Superior Court Case No. 19CV341582; *Siron v. Raypak, Inc.*,
13 Ventura County Superior Court Case No. 56-2019-005279959-CU-OE-VTA; *Carter v. Kline*
14 *Services, Inc.*, San Bernardino County Superior Court Case No. CIVDS1828867, and *Prexxie*
15 *Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara County Superior Court
16 Case No. 19CV345211.

17 16. I have also been approved at an hourly rate of \$800.00 per hour in *Martinez and*
18 *Acosta v. City of Hope National Medical Center, et al.*, San Bernardino County Superior Court
19 Case No. CIVDS2015729, *Jaime Moen v. Genentech, Inc.*, San Diego County Superior Court
20 Case No. 37-2021-00008619-CU-OE-CTL, *Murray v. Granite Wellness Centers et al.*, Nevada
21 County Superior Court Case No. CU20-084680, and *Smith, et al. v. Clean Harbors*
22 *Environmental Services, Inc.*, Sacramento County Superior Court Case No. 34-2021-00292526.

23 17. My current billing rate is \$900.00 per hour. I have been approved at an hourly rate
24 of \$900.00 per hour in *Bendorf v. Sea World LLC*, San Diego County Superior Court Case No.
25 37-2021-00034922-CU-OE-CTL and *Middlebrooks v. FleetPride, Inc.*, Shasta County Superior
26 Court Case No. 23CV-0202247.

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1 Thus, I believe an hourly rate of \$900.00 per hour is reasonable.

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

4 Executed on this 21st day of July 2025, at Hollister, California.

5 
6 William L. Marder

EXHIBIT A

Recoder v Adecco USA, Inc.
William L. Marder Time and Task Chart

Hours	Description of Work
3.2	Perform client intake and interview; analyze and review documents provided by client upon receipt; confer with co-counsel re anticipated claims and discuss same with client.
0.4	Review file and client documents; review PAGA letter
1.3	Review and revise class action and PAGA complaints.
1.1	Confer with client re dismissal of class action complaint following production of arbitration agreement.
1.2	Confer with counsel regarding data production and further data necessary for mediation; confer with client re anticipated mediation and next steps.
2.3	Review and revise mediation brief; confer with co-counsel and client re same.
1.6	Review/revise MOU; conference calls with co-counsel.
3.6	Review/revise Long Form Settlement Agreement; Multiple conferences with co-counsel regarding the same; confer with client re settlement process and anticipated timeline
2.5	Further draft and revise motion for approval and supporting documents; confer with client re declaration in support of same; confer with co-counsel re same.
17.2	TOTAL HOURS