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Additional Counsel on Next Page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

DONNA BRADLEY, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

APARTMENT MANAGEMENT
CONSULTANTS, L.L.C., a limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 24CV002090

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

Date: October 16, 2026

Time: 8:30 a.m.

Judge: Hon. Ian A. Rivamonte

DEPT.: 14

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28 Attorneys for Plaintiffs the Class

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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 Donna Bradley (“Plaintiff Bradley”), Marylourdes Hormigas, Joe Castro and Kevin Nikaido (“Nikaido”), 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. I am one of the primary attorneys on this matter. 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 and Settlement Agreement (the “Settlement Agreement” or “Agreement”) is fair, reasonable, and adequate and is in the best interests of the Class. In my judgment, Plaintiffs’ claims have substantial merit and a reasonable likelihood of success. Nevertheless, a favorable result was not assured. Apartment Management Consultants, LLC (“Defendant” or “AMC”) disputes liability and could challenge whether the alleged violations could be proven on a class-wide basis, the amount of any recoverable damages, and the availability and amount of statutory and PAGA penalties. Plaintiffs would also have faced the risks associated with class certification, dispositive motions, trial, posttrial proceedings, and appeal. Litigating those issues to conclusion would require considerable additional time and expense and could delay any recovery for years. The settlement was reached only after the Parties had investigated the claims, exchanged informal discovery, participated in mediation, and engaged in arm’s-length negotiations. In my opinion, the settlement represents a well-informed compromise that preserves a meaningful recovery for the Class and PAGA Employees while avoiding the uncertainty and delay of further litigation. I therefore believe the settlement is fair, reasonable, adequate, and in their best interests.

3. I 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,

1 had Plaintiffs failed to prevail in the case, Class Counsel would have spent a significant amount of
2 time, money, and other resources without any benefit or return. In addition, had Plaintiffs also
3 failed to prevail in the present case, Defendant would have been able to seek costs in connection
4 with its defense of the case.

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

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

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

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

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

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

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

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

5 12. My co-counsel and I will adequately represent the Class in this action. Plaintiff's
6 counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit to its
7 conclusion. I have no conflicts with the Class and will adequately represent the Class.

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

10 Executed on this 21st day of September 2026, at Hollister, California.

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13 William L. Marder
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