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Attorneys for Plaintiffs
Tiffany Lockett and Tocashema Williams

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

PENNY A. SCOTT, on behalf of
herself and other similarly-situated
employees,

Plaintiff,

v.

BLACKSTONE CONSULTING,
INC., a California Corporation; and
DOES 1 Through 10, inclusive,

Defendants.

CASE NO. 21CV1470 MMA (KSC)

CLASS ACTION

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

Date: December 11, 2023
Time: 2:30 p.m.
Dept.: 3C
Judge: Michael M. Anello

Complaint filed: May 21, 2021
Removal Date: August 18, 2021
Trial date: Not set

1 I, William L. Marder, declare:

2 1. I am an attorney at law, duly licensed to practice before all Courts in
3 the State of California, and am a partner of the law firm of the Polaris Law
4 Group, counsel of record for Tiffany Lockett and Tocashema Williams
5 (“Plaintiffs”). I have personal knowledge of the facts set forth below and if called
6 to testify I could and would do so competently.

7 2. I submit this declaration in support of the Motion for Final
8 Approval of Class Action Settlement.

9 3. On April 8, 2022, Plaintiffs filed a putative class action lawsuit in
10 Riverside County Superior Court, Case No. CVRI2201443 against Defendant
11 Blackstone Consulting, Inc. (“Defendant”) (the “*Lockett Matter*”). Plaintiffs
12 alleged wage and hour claims relating to Defendant’s alleged violation of the
13 California Labor Code and Business and Professions Code. Plaintiffs also
14 provided notice to the Labor and Workforce Development Agency (“LWDA”)
15 regarding their anticipated claims under the Private Attorneys’ General Act
16 (“PAGA”).

17 4. On May 17, 2022, Defendant removed the action to the federal court
18 on the basis of the preemption under the Labor Management Relations Act
19 (“LMRA”) and 28 U.S.C. § 1367 (supplemental jurisdiction). On June 2, 2022,
20 the United States District Court for the Central District remanded the action to
21 Riverside Superior Court. Thereafter, the Parties discussed additional class and
22 PAGA actions that had been filed recently against Defendant and which raised
23 related claims: (1) *Penny Scott v. Blackstone Consulting, Inc.*, Case No. 21-cv-
24 1470-MMA-KSC, which was pending before the United States District Court for
25 the Southern District of California, and (2) *Ahmir Ringo v. Blackstone*
26 *Consulting, Inc.*, Case No. 22SMCV00066, which was pending before the
27 Superior Court of Los Angeles. In both cases, the plaintiffs alleged similar claims,
28 including claims for failure to pay minimum and overtime wages, failure to

1 provide meal and rest breaks, failure to provide complete and accurate wage
2 statements, failure to timely pay wages upon termination and violations of the
3 Business and Professions Code section 17200, *et seq.* Two similar additional
4 cases were also filed against Defendant including *Kawana Anderson v.*
5 *Blackstone Consulting, Inc.*, Case No. 22SMCV01667, pending in Los Angeles
6 Superior Court, and *Kawana Anderson v. Blackstone Consulting, Inc.*, Case No.
7 22STCV31450, pending in Los Angeles Superior Court. Given the other cases,
8 the Parties agreed to stay the *Lockett* Matter to participate in a global mediation,
9 which ultimately resulted in the proposed settlement being presented to the Court
10 for approval now.

11 5. On August 1, 2023, the Court granted preliminary approval of the
12 proposed settlement and authorized distribution of notice to the class.

13 6. From the inception of the case, Plaintiffs' counsel has zealously
14 represented the interests of the putative class. The settlement was obtained for the
15 benefit of the putative class, as opposed to the individual Plaintiffs.

16 7. I strongly believe that Plaintiffs can prevail at trial. However, I also
17 believe in the fairness of the settlement, which is based on factoring in in the
18 inherent risks in drawn-out litigation and the specific risks that a class might not
19 be certified and/or that Plaintiffs could fail to establish liability, as well as the
20 possibility of appeals.

21 8. After taking into account sharply disputed factual and legal issues
22 involved in this litigation, the risks attending further prosecution, and the
23 substantial benefits to be received pursuant to the compromise and settlement of
24 the litigation, I have concluded that settlement on the terms set forth in the Class
25 Action and PAGA Settlement Agreement ("Settlement Agreement") is
26 appropriate and in the best interests of Plaintiffs and the putative class.

1 9. The proposed settlement meets the criteria for this Court to grant
2 final approval of this matter on a class-wide basis, as the settlement is fair,
3 adequate, and reasonable.

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

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

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

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

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

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

28 16. I have been the sole trial attorney in two jury trials in which I

1 represented a plaintiff who prevailed on wrongful termination claims brought
2 pursuant to the California Fair Employment & Housing Act, California
3 Government § 12900 *et seq.* These three cases are: *Gamayo v. Drobny Law*
4 *Offices*, Sacramento Superior Court Case No.: 34-2008-00005372CU; and
5 *Cherub Berlanga v. Willow Grove School District*, San Benito County Superior
6 Case No.: CU-09-00100.

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

11 18. To date, I have incurred approximately 29.9 hours in the prosecution
12 of this matter, with an hourly rate of \$800.00 per hour. The total lodestar for my
13 hours will be approximately \$23,920.00. Attached as **Exhibit A** is a summary of
14 my hours and tasks on this matter.

15 19. Since at least 2020, I have been approved at an hourly rate of
16 \$750.00 per hour by various Courts. Examples of these Courts include the
17 following cases: *Hernandez v. Wells Fargo Bank*, Santa Clara County Superior
18 Court Case No. 16CV299319, *Carrillo v. New Balance Athletics, Inc.*, Santa
19 Clara County Superior Court Case No. 19CV352469; *Ramirez v. Walgreen Co.*,
20 United States District Court, Northern District of California Case No. 18-cv-
21 03921-EJD, *Chavez v. Converse, Inc.*, United States District Court, Northern
22 District of California Case No. 15-cv-03746-NC; *Foster v. Schindler Elevator*
23 *Corporation*, Alameda County Superior Court Case No. RG19029640; *Foaad*
24 *Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No.
25 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior
26 Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community*
27 *Hospital*, Santa Cruz County Superior Court Case No. 18CV00191; *Pittman v.*
28 *Martinez Steel Corporation*, San Bernardino County Superior Court Case
No.CIVDS1823132; *Michael Randolph v. Pacific Racing Association*, Alameda

1 County Superior Court Case No. RG18908139; *Markham v. Quik Stop Markets,*
2 *Inc.*, Santa Clara County Superior Court Case No.19CV341582; *Siron v. Raypak,*
3 *Inc.*, Ventura County Superior Court Case No. 56-2019-005279959-CU-OE-
4 VTA; *Carter v. Kline Services, Inc.*, San Bernardino County Superior Court Case
5 No. CIVDS1828867, and *Prexxie Pascual and Arturo Fonseca v. Satellite*
6 *Healthcare, Inc.*, Santa Clara County Superior Court Case No. 19CV345211. I
7 was approved at an hourly rate of \$800.00 per hour in *Martinez and Acosta v.*
8 *City of Hope National Medical Center, et al.*, San Bernardino County Superior
9 Court Case No. CIVDS2015729, *Jaime Moen v. Genentech, Inc.*, San Diego
10 County Superior Court Case No. 37-2021-00008619-CU-OE-CTL, *Murray v.*
11 *Granite Wellness Centers et al.*, Nevada County Superior Court Case No. CU20-
12 084680, and *Smith, et al. v. Clean Harbors Environmental Services, Inc.*,
13 Sacramento County Superior Court Case No. 34-2021-00292526.

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

16 I declare under penalty of perjury under the laws of the State of California
17 and United States of America that the foregoing is true and correct. Executed on
18 October 31, 2023, in Hollister, California.

19 Dated: October 31, 2023

20 By: 
21 William L. Marder
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EXHIBIT A

Scott v. Blackstone Consulting, Inc.
(Lockette v Blackstone Consulting, Inc)
William L. Marder Time and Task Chart

Hours	Description of Work
14.7	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.
2.3	Analyze and review pleadings re motion to dismiss; confer with co-counsel re same; confer with client re same.
1.1	Confer with clients re related cases and possible impact on action; discuss next steps and options moving forward re same.
3.1	Confer with clients re proposed mediation; discuss data and further questions with clients in advance of mediation.
1.6	Confer with clients post-mediation; address follow up questions re same.
3.4	Confer with clients and co-counsel re proposed settlement; analyze, review, and further revise settlement agreement and supporting documents.
3.7	Draft and revise documentation in support of approval motions for settlement; analyze and review Court's order re preliminary approval; confer with clients re approval and notice process.
29.9	TOTAL HOURS