

Howard L. Magee (State Bar No. 185199)
Larry W. Lee (SBN 228175)
Simon L. Yang (SBN 260286)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile
Email: hmagee@diversitylaw.com
lwlee@diversitylaw.com
sly@diversitylaw.com

Attorneys for Plaintiff and the Class
(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

NORTHERN DISTRICT OF CALIFORNIA

JOY ANN JULIAN, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

v.

WALGREEN CO., an Illinois corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 3:20-cv-09446-VC

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

Date: November 18, 2021
Time: 2:00 p.m.
Dept: Courtroom 4, 17th Floor
Judge: Hon. Vince Chhabria

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com

Polaris Law Group

501 San Benito Street, Suite 200

Hollister, CA 95023

Tel: (831) 531-4214

Fax: (831) 634-0333

Dennis S. Hyun (State Bar No. 224240)

dhyun@hyunlegal.com

HYUN LEGAL, APC

515 S. Figueroa St., Suite 1250

Los Angeles, CA 90071

(213) 488-6555

(213) 488-6554 facsimile

Attorneys for Plaintiff and the Class

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

2 1. I am an attorney at law duly admitted to practice before all courts in the State of
3 California and am a partner of the law firm of the Polaris Law Group, LLP, one of the attorneys
4 of record for Plaintiff Joy Ann Julian ("Plaintiff"), in the above-entitled action. I have personal
5 knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I
6 could and would competently do so.

7 2. Based on their own independent investigations and evaluations, the Parties and
8 their respective counsel are of the opinion that settlement for the consideration and on the terms
9 set forth in the Settlement Agreement are fair, reasonable, and adequate and is in the best
10 interests of the Class and Defendants in light of all known facts and circumstances and the
11 expenses and risks inherent in litigation.

12 3. Plaintiff strongly believes that plaintiff can prevail at trial. However, Plaintiff
13 also believes in the fairness of the settlement, which is based on factoring in the uncertainty and
14 risks to Plaintiff involved in not prevailing on one or more of the causes of action or theories
15 alleged in her Complaint and in the possibility of appeals.

16 4. After taking into account sharply disputed factual and legal issues involved in this
17 litigation, the risks attending further prosecution, and the substantial benefits to be received
18 pursuant to the compromise and settlement of the litigation, Plaintiff and Class Counsel have
19 concluded that settlement on the terms hereinafter set forth is appropriate and in the best interests
20 of the Parties and that this settlement is fair and reasonable.

21 5. Based on my review of all the information, and based on my experience in class
22 action litigation, I believe this settlement to be fair, adequate and reasonable.

23 6. Plaintiff and Plaintiff's counsel are adequate representatives in that they have no
24 conflicts with the class and will adequately represent the class.

25 **ATTORNEY EXPERIENCE**

26 7. I was retained based upon a contingency fee arrangement wherein Plaintiff's
27 counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.
28 Specifically, had Plaintiff failed to prevail on these cases, counsel for Plaintiff would have spent

1 a significant amount of time, money and other resources without any benefit or return. In
 2 addition, had Plaintiff also failed to prevail in the present cases, Defendants would have been
 3 able to seek costs in connection with their defense of the case.

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

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

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

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

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

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

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

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

16. A list of the cases in which Simpluris was appointed as the settlement administrator in cases involving my office are as follows:

- a. *Fontecchio v. Family Care Network*, San Luis Obispo County Superior Court Case No. 19CV-0240;
- b. *Moelk v. Escalante-Sonoma, LLC*, Sonoma County Superior Court Case No. SCV264036;
- c. *Sanchez v. Foothill Packing*, Monterey County Superior Court Case No. 17CV000289;
- d. *Soriano v. Flagship Facility Services, Inc.*, Santa Clara County Superior Court Case No. 17CV316438;
- e. *Vass v. Gardner Trucking*, San Joaquin County Superior Court Case No. 39-2014-3084900-CU-OE-STK;
- f. *Wishum v. BI, Inc.*, Merced County Superior Court Case No. 17CV-02848
- g. *Zepeda v. Ulta Cosmetics*, E.D. U.S.D.C. Cal. Case No. 1:17-cv-00853-DAD-EPG

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

Executed on September 27, 2021, at Hollister, California.

/s/ William L. Marder
William L. Marder