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6 Attorneys for Plaintiff Marie Burroughs
on behalf of herself and all others similarly situated
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN BERNARDINO**

10 MARIE BURROUGHS, an individual, on
11 behalf of himself and all others similarly
situated,

12 Plaintiff,

13 v.
14

15 UNITED PARCEL SERVICE, INC.;
16 MANPOWERGROUP US, INC.; and DOES
1 through 25, inclusive;

17 Defendants.
18

Case No.: CIV-DS1936788

**DECLARATION OF JOSHUA H.
HAFFNER IN SUPPORT OF
PLAINTIFFS' MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND FOR AWARD
OF ATTORNEYS' FEES AND COSTS**

Date: July 14
Time: 8:30 am
Dept: S-26

DECLARATION OF JOSHUA H. HAFFNER

I, Joshua H. Haffner, declare as follows:

1. I am an attorney licensed to practice in this Court, and counsel of record for Plaintiff and the Class in the above captioned case. I have personal knowledge of the facts set forth herein. If called as a witness, I could and would competently testify thereto.

2. This declaration is submitted in support of Plaintiff's ("Marie Burroughs") Motion For Approval Of Representative Action Settlement And Motion For Attorneys' Fees and Reimbursement Of Expenses.

3. Haffner Law PC is Counsel, representing Plaintiffs Marie Burroughs and all others similarly situated in the above entitled action.

4. I am managing this case at Haffner Law PC. I have been practicing law in California in 1997. I attended University of Texas-Austin for my undergraduate degree, graduating in 1993 with high honors, and attended Hastings College of the Law for law school, graduating in 1996, cum laude. I was admitted to practice law in the State of California in 1997, the State of New York in 1998, the State of Washington in 2018, and have been admitted to practice in multiple federal district and appellate courts over the years.

5. I have been practicing complex civil litigation, including class actions, for approximately 24 years in California. I have extensive experience handling class actions. In particular, I have broad experience litigating insurance wage and hour class actions including several class actions involving the misclassification of truck drivers.

6. I served as lead class counsel in the *Ibarra v. Wells Fargo Action*, United States District Court, Central District of California, Case No. CV-17-04344-PA (ASx), an action involving mortgage loan officers and a commission based pay plan, which alleged a failure to compensate class members for rest breaks, and which resulted in a judgment in May of 2018 in excess of \$97 million. The matter was recently settled, along with a related matter, for an aggregate sum over \$95 million. Other class actions where I have acted as class counsel are:

- i. *Washington v. Key Health Medical Solutions*, Los Angeles Superior Court Case No. BC358270, class action for unfair business practice against a medical lien provider;
- ii. *Rosario v. JAL Passenger Services America, Inc.*, Los Angeles Superior Court Case No. BC380345, a wage and hour class action.
- iii. *Estrada v. Harbor Express*, Los Angeles Superior Court Case No. BC508808, a wage and hour action on behalf of truck drivers;
- iv. *Kirk v. First American*, Los Angeles Superior Court Case No. BC329482, unfair business practices class action against a title insurance company.
- v. *Mendoza v. Pacer*, USDC, Southern District of California, Case No. Case No 13-cv-2344-LAB (JMA), a wage and hour action on behalf of truck drivers;
- vi. *Constable v. MBK Builders, Inc.*, Orange County Case No. 30-2013-00649426, a construction defect class action;
- vii. *Jackson v. Travelers Commercial Ins. Co.*, Los Angeles Superior Court Case No. BC639944, an insurance bad faith class action for inclusion of an unlawful wildfire smoke sublimit in homeowner policies;
- viii. *Leitzbach v. Atlas Van Lines, Inc.*, Central District of California Case No. 2:16-cv-08790-GW-E, a trucker misclassification class action;
- ix. *Ibarra v. Wells Fargo* Action, United States District Court, Central District of California, Case No. CV-17-04344-PA (ASx), a class action for California mortgage loan officers for failure to pay rest breaks. It

1 resulted in a judgment for over \$97 million.

2 x. *Kang v. Wells Fargo Bank, N.A.*, United States District Court,
3 Northern District of California, Case No. 5:17-cv-06220 -BLF,
4 a class action for California mortgage loan officers for failure
5 to pay minimum wage and vacation time. *Kang* was
6 consolidated with *Ibarra*.

7 xi. *Moreno v. JCT Logistics, Inc.*, United States District Court,
8 Central District of California, Case No. 5:17-cv-02489-JGB-
9 KK, a currently pending wage and hour action on behalf of
10 truck drivers;

11 xii. *Rodriguez v. Marshalls*, United States District Court, central
12 District of California, Case No. 2:19-cv-03618 MWF, a
13 California wage and hour class action;

14 xiii. *Frias v. Farmers Group, Inc., et al*, Los Angeles Superior
15 Court Case No. BC638626, an insurance bad faith class action
16 for inclusion of an unlawful wildfire smoke sublimit in
17 homeowner policies;

18 xiv. *Flannagan, et.al v. Bank of America Corp. et al.*, New York
19 Supreme Court, County of Suffolk, Case No. 613647/2018, a
20 class action for mortgage loan officers for failure to wages.
21 This action settled several related class actions, including
22 *Fernandez, et al. v. Bank of America, NA* (C.D. Cal. Case No.
23 2:17-cv-06104-MWF-JC);

24 xv. *McCraine v. Virgin Galactic, LLC*, Kings County Superior
25 Court, Case No. 19C0125, a wage and hour class action for
26 employees at a spaceflight facility in Mojave, California;

27 xvi. *Johnson v. US Bank National Association*, United States
28 District Court,

1 Southern District of California, Case No. 19-CV-286 JLS (LL),
2 a class action for mortgage loan officers for failure to wages.

3 This action settled several related class actions, including *Loud*
4 *v. US Bank National Association*, United States District Court,
5 Central District of California, Case No. 8:18-cv-01235-DOC-
6 DFM.

7 xvii. *Boyd v. Bank of America, N.A.* United States District Court,
8 Western District of Washington, Case No. 2:18-cv-01207-TSZ,
9 a class action for mortgage loan officers for wage and hour
10 violations.

11 xviii. *Hallman v. Wells Fargo Bank, N.A.*, United States District
12 Court, Western District of Washington, Case No. C18-
13 1190JLR, a Washington class action for mortgage loan officers
14 for failure to pay minimum wage and vacation time.

15 xix. *Posada v. Progressive Transportation Services*, Los Angeles
16 Superior Court Case No. BC697554, a wage and hour trucker
17 action on behalf of truck drivers.

18 xx. *Castro v. Osterkamp Trucking Inc.*, Los Angeles Superior
19 Court Case No. BC669582, a wage and hour and trucker
20 misclassification class action on behalf of truck drivers;

21 xxi. *Lanuza v. California Automobile Insurance Company*, Los
22 Angeles Superior Court Case No. 18STCV05007, an insurance
23 bad faith class action for inclusion of an unlawful wildfire
24 smoke sublimit in homeowner policies;

25 xxii. *Spencer v. Wells Fargo Bank, N.A.*, Riverside Superior Court
26 Case No. CVRI2105323, a class action for mortgage loan
27 officers for wage and hour violations;
28

- xxiii. *Gentilcore v. Bank of America, N.A.*, Kern Superior Court Case No. BCV21-100770 a class action for mortgage loan officers for wage and hour violations;
- xxiv. *Susana Rivas v. Bank of America, N.A.*, Alameda County Superior Court Case No. HG21110153, a class action for business expense reimbursement;
- xxv. *Juan Milan Martinez v. Harbor Express, Inc.*, Los Angeles County Superior Court, Case No. 22STCV12159, currently pending wage and hour and trucker misclassification class action on behalf of truck drivers.

7. I have experience litigating other class actions through trial. The *Kirk v. First American* class action against a title company for overcharging for services was tried in Los Angeles Superior Court in late 2013 and early 2014. I was one of the lead counsels for the Plaintiff Class present during the trial. The case resulted in a verdict for the Plaintiff Class. In *Ibarra v. Wells Fargo*, the case on behalf of mortgage brokers was litigated to judgment.

8. Defendant Manpowergroup US, Inc. ("Defendant") hires workers to work out of distribution centers in. Plaintiffs worked for Defendant as an hourly employee.

9. On July 15, 2019, Burroughs provided a written notice by online filing to the Labor Workforce Development Agency ("LWDA"), with a copy by certified mail to Defendant, notifying the LWDA that Burroughs intended to file a lawsuit against Defendant under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

10. The LWDA did not respond to this letter or otherwise indicate that it intended to investigate Burroughs allegations.

11. On December 4, 2019, Burroughs filed the instant lawsuit in San Bernardino County Superior Court, which alleged a claim for civil penalties under PAGA as a result of Defendants' alleged violations of the California Labor Code (the "*Burroughs* Action").

12. Defendant filed a motion to compel Plaintiff to arbitrate their claims on an individual basis (rather than a representative action), which was denied.

1 13. The parties took a substantial amount of discovery in the *Burroughs* Action.
2 Plaintiffs propounded 15 special interrogatories and 47 requests for production. Plaintiff took 2
3 depositions of Defendant's Person Most Knowledgeable in this case. Plaintiff was also deposed.

4 14. The parties agreed to pursue mediation twice. The first mediation was
5 unsuccessful. The second mediation occurred on September 10, 2024 with Hon. Ronald Sabraw
6 (Ret.). As a result of second mediation and arm's-length negotiations, the parties reached this
7 Agreement.

8 15. This Agreement comes after about five years of litigation. The Parties'
9 agreement is memorialized in the fully-executed Settlement Agreement provided for the Court's
10 review. Plaintiff and her Counsel have engaged in good faith, arms-length negotiations with
11 Defendants concerning possible resolution of the claims asserted in the Litigation. The Parties
12 were able to reach a tentative settlement subject to finalization of a formal Settlement and
13 Release and the approval of the Court.

14 16. Settlement is fair and reasonable and that it made sense to settle the matter as
15 opposed to facing the very real threat that, after protracted litigation, there could be very little
16 recovery, if any, at all.

17 17. A reasonable billable rate for my services, based on my 24 years of
18 experience, record, and the going rate in Los Angeles, is \$900.00 an hour. Trevor Weinberg is an
19 associate at Haffner Law, has been an attorney since May of 2020, and is experienced handling
20 civil litigation. A reasonable hourly rate for Mr. Weinberg's services, based on his experience
21 and record, and the going rate in Los Angeles, is \$450.00. My rates were submitted in the motion
22 for attorneys' fees in the *Castro* action, the *Flannagan*, *Johnson*, *Segovia*, *McCraine*, *Hallman*,
23 *Posada*, and *Castro* matters, and those motions were granted based on the indicated rate.
24 Although these are reasonable hourly rates for our services, my office often works, and worked
25 on this case, on a contingency basis, rather than an hourly.

26 18. My office has tracked the time that the attorneys have worked on these
27 matters. I have worked 95 hours on this case.

28 Trevor Weinberg has worked approximately 150 hours on this matter. Thus, the total

1 attorney fees/lodestar for this case by Haffner Law is \$153,000.

2 19. To date, Haffner Law PC has incurred expenses of \$22,773.97 in pursuing the
3 instant litigation. A breakdown of my firm's litigation costs is attached hereto as Exhibit 1.

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

6 Executed on this 18th day of June 2025, at Los Angeles, California.

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8 By: Joshua H. Haffner
9 Joshua H. Haffner
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EXHIBIT 1

Burroughs v UPS/Manpower
Case Cost Receivable by Case
All Dates

Date	Transaction Type	Num	Cleared	Account	Name	Memo/Description	Amount	Account Total
Reimbursed Expenses:Burroughs v UPS								22,773.97
07/15/2019	Purchase	11075	R	Reimbursed Expenses:Burroughs v UPS	LWDA	PAGA Claim	75.00	
07/31/2019	Expense		R	Reimbursed Expenses:Burroughs v UPS	ONE LEGAL LLC PETALUMA CA		1,574.86	
08/20/2019	Purchase	11143	R	Reimbursed Expenses:Burroughs v UPS	Moe's Processing Serving		59.00	
08/20/2019	Expense		R	Reimbursed Expenses:Burroughs v UPS	ONE LEGAL LLC PETALUMA CA		79.00	
12/05/2019	Expense		R	Reimbursed Expenses:Burroughs v UPS	ONE LEGAL LLC PETALUMA CA		1,561.36	
12/20/2019	Purchase	11326	R	Reimbursed Expenses:Burroughs v UPS	Moe's Processing Serving		58.00	
12/20/2019	Expense		R	Reimbursed Expenses:Burroughs v UPS	ONE LEGAL LLC PETALUMA CA		79.00	
01/10/2020	Purchase	11352	R	Reimbursed Expenses:Burroughs v UPS	Nationwide Legal, LLC		79.10	
02/20/2020	Purchase	11436	R	Reimbursed Expenses:Burroughs v UPS	Nationwide Legal, LLC		38.25	
03/12/2020	Expense		R	Reimbursed Expenses:Burroughs v UPS	COURTCALL *104369LOS ANGELES CA		124.00	
06/30/2020	Expense			Reimbursed Expenses:Burroughs v UPS	CCALL ID10676523 LOS ANGELES CA	CCALL ID10676523 LOS ANGELES CA	94.00	
06/30/2020	Expense			Reimbursed Expenses:Burroughs v UPS	CCALL ID10676643 LOS ANGELES CA	CCALL ID10676643 LOS ANGELES CA	94.00	
09/23/2020	Expense		R	Reimbursed Expenses:Burroughs v UPS	ONELEGAL CCSALE02842800-938-881	ONELEGAL CCSALE02842800-938-881	83.50	
12/01/2020	Expense		R	Reimbursed Expenses:Burroughs v UPS	CCALL ID10976099 LOS ANGELES CA		94.00	
12/04/2020	Expense		R	Reimbursed Expenses:Burroughs v UPS	ONELEGAL CCSALE029858009388815 C		151.00	
01/28/2021	Expense		R	Reimbursed Expenses:Burroughs v UPS	CCALL ID11073149 LOS ANGELES CA		94.00	
02/04/2021	Expense		R	Reimbursed Expenses:Burroughs v UPS	CCALL ID11072941 LOS ANGELES CA		94.00	
02/19/2021	Purchase	11956	R	Reimbursed Expenses:Burroughs v UPS	Nationwide Legal, LLC		87.00	
04/21/2021	Purchase	12012	R	Reimbursed Expenses:Burroughs v UPS	Moe's Processing Serving		30.00	
04/21/2021	Purchase	12016	R	Reimbursed Expenses:Burroughs v UPS	Nationwide Legal, LLC		89.75	
04/28/2021	Expense			Reimbursed Expenses:Burroughs v UPS	San Bernardino Superior Court		3.50	
05/12/2021	Expense		R	Reimbursed Expenses:Burroughs v UPS	CCALL ID11210850 LOS ANGELES CA	CCALL ID11210850 LOS ANGELES CA	94.00	
05/17/2021	Purchase	12047	R	Reimbursed Expenses:Burroughs v UPS	Flat Rate Process Service		125.00	
06/09/2021	Purchase	12062	R	Reimbursed Expenses:Burroughs v UPS	Nationwide Legal, LLC		87.00	
07/20/2021	Expense		R	Reimbursed Expenses:Burroughs v UPS	ONELEGAL CCSALE034218009388815 C	ONELEGAL CCSALE034218009388815 C	98.00	
07/22/2021	Expense		R	Reimbursed Expenses:Burroughs v UPS	CCALL ID11290675 LOS ANGELES CA	CCALL ID11290675 LOS ANGELES CA	94.00	
07/28/2021	Purchase	12116	R	Reimbursed Expenses:Burroughs v UPS	Nationwide Legal, LLC		87.00	
08/04/2021	Expense		R	Reimbursed Expenses:Burroughs v UPS	CCALL ID11303196 LOS ANGELES CA	CCALL ID11303196 LOS ANGELES CA	94.00	
02/25/2022	Expense		R	Reimbursed Expenses:Burroughs v UPS	CCALL ID11458381 LOS ANGELES CA	CCALL ID11458381 LOS ANGELES CA	94.00	
04/04/2022	Expense		R	Reimbursed Expenses:Burroughs v UPS	CCALL ID11480677 LOS ANGELES CA	CCALL ID11480677 LOS ANGELES CA	94.00	
06/03/2022	Expense		R	Reimbursed Expenses:Burroughs v UPS	CCALL ID11528515 LOS ANGELES CA	CCALL ID11528515 LOS ANGELES CA	94.00	
08/02/2022	Expense		R	Reimbursed Expenses:Burroughs v UPS	CCALL ID11565046 LOS ANGELES CA	CCALL ID11565046 LOS ANGELES CA	94.00	
10/24/2022	Purchase	12629	R	Reimbursed Expenses:Burroughs v UPS	Todd Smith, Esq.		4,666.67	
11/01/2022	Expense		R	Reimbursed Expenses:Burroughs v UPS	ONELEGAL CCSALE044938009388815 C		148.25	
11/10/2022	Expense		R	Reimbursed Expenses:Burroughs v UPS	CCALL ID11618500 LOS ANGELES CA		94.00	
11/14/2022	Purchase	12657	R	Reimbursed Expenses:Burroughs v UPS	Nationwide Legal, LLC		226.50	
11/17/2022	Expense		R	Reimbursed Expenses:Burroughs v UPS	CCALL ID11616461 LOS ANGELES CA		94.00	
01/27/2023	Expense		R	Reimbursed Expenses:Burroughs v UPS	ONELEGAL CCSALE047078009388815 C		115.82	
01/31/2023	Expense		R	Reimbursed Expenses:Burroughs v UPS	ONELEGAL CCSALE047128009388815 C		115.82	
02/02/2023	Expense		R	Reimbursed Expenses:Burroughs v UPS	ONELEGAL CCSALE047208009388815 C		115.82	
02/08/2023	Expense		R	Reimbursed Expenses:Burroughs v UPS	ONELEGAL CCSALE047408009388815 C		64.86	
02/23/2023	Expense		R	Reimbursed Expenses:Burroughs v UPS	ONELEGAL CCSALE047768009388815 C		64.86	
03/09/2023	Purchase	12817	R	Reimbursed Expenses:Burroughs v UPS	Nationwide Legal, LLC		207.10	
04/20/2023	Purchase	12876	R	Reimbursed Expenses:Burroughs v UPS	Nationwide Legal, LLC		117.00	
05/03/2023	Expense		R	Reimbursed Expenses:Burroughs v UPS	CCALL ID10625239 LOS ANGELES CA	CCALL ID11690588 LOS ANGELES CA XXXX-XXXXX-76007 - JOSHUA H HAFFNER	72.00	
05/26/2023	Expense		R	Reimbursed Expenses:Burroughs v UPS	ONELEGAL CCSALE05018800-938-8815	CA XXXX-XXXXX-76007 - JOSHUA H HAFFNER	64.86	

10/04/2023	Expense	R	Reimbursed Expenses:Burrroughs v UPS		CCALL ID11747871 LOS ANGELES CA XXXX-XXXXXX-76007 - JOSHUA H HAFFNER	72.00
03/01/2024	Expense	R	Reimbursed Expenses:Burrroughs v UPS	ONELEGAL CCSALE029188009388815 C	ONELEGAL CCSALEXXXXXXXX-XXX-8815 CA XXXX-XXXXXX-X6007	46.33
05/30/2024	Expense	R	Reimbursed Expenses:Burrroughs v UPS	ONELEGAL CCSALE029188009388815 C	ONELEGAL CCSALEXXXXXXXX-XXX-8815 CA XXXX-XXXXXX-X6007	13.85
09/23/2024	Purchase	13446	R	Reimbursed Expenses:Burrroughs v UPS	Jams, Inc.	5,500.00
09/23/2024	Purchase	13449	R	Reimbursed Expenses:Burrroughs v UPS	Veritext	4,148.10
10/04/2024	Purchase	13469	R	Reimbursed Expenses:Burrroughs v UPS	Jams, Inc.	1,282.50
11/13/2024	Expense	R	Reimbursed Expenses:Burrroughs v UPS	ONELEGAL CCSALE029208009388815 C	ONELEGAL CCSALEXXXXXXXX-XXX-8815 CA XXXX6007	19.31
12/20/2019	Credit Card Credit	R	Reimbursed Expenses:Burrroughs v UPS	ONE LEGAL LLC PETALUMA CA		-79.00
07/01/2020	Credit Card Credit	R	Reimbursed Expenses:Burrroughs v UPS	CCALL ID10676523 LOS ANGELES CA	CCALL ID10676523 LOS ANGELES CA	-94.00
TOTAL						\$22,773.97