

**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)  
Kyle R. Nordrehaug (State Bar #205975)  
Aparajit Bhowmik (State Bar #248066)  
2255 Calle Clara  
La Jolla, CA 92037  
Telephone: (858)551-1223  
Facsimile: (858) 551-1232  
Email: [kyle@bamlawca.com](mailto:kyle@bamlawca.com)  
Website: [www.bamlawca.com](http://www.bamlawca.com)

Attorneys for Plaintiffs

*[Additional Counsel on Next Page]*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

ERICA MORRIS, YOLANDA ORTEGA-  
CALBERT, MARIBEL BLANDINO, and  
DORETHA HUGHES, individually, on  
behalf of themselves and on behalf of all  
persons similarly situated,

Plaintiffs,

vs.

THE PERMANENTE MEDICAL GROUP,  
INC., a California Corporation; and DOES  
1 through 50, inclusive,

Defendants.

**CASE NO.: 34-2022-00332012-CU-OE-GDS**  
[Consolidated with Case No. 34-2022-  
00332023-CU-OE-GDS]

**DECLARATION OF JOSHUA H.  
HAFFNER IN SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Hearing Date: April 18, 2025  
Hearing Time: 9:00 a.m.

Judge: Hon. Jill H. Talley  
Dept: 23

Date Filed: December 28, 2022  
Trial Date: Not set

1 James R. Hawkins (SBN 192925)

Christina M. Lucio (SBN 253677)

2 **JAMES HAWKINS APLC**

9880 Research Drive, Suite 200

3 Irvine, CA 92618

4 Tel.: (949) 387-7200

Fax: (949) 387-6676

5 Email: [James@jameshawkinsaplc.com](mailto:James@jameshawkinsaplc.com); [Chrstina@jameshawkinsaplc.com](mailto:Chrstina@jameshawkinsaplc.com)

6 Joshua H. Haffner, SBN 188652

[jhh@haffnerlawyers.com](mailto:jhh@haffnerlawyers.com)

7 Trevor Weinberg, SBN 330778

[tw@haffnerlawyers.com](mailto:tw@haffnerlawyers.com)

8 **HAFFNER LAW PC**

15260 Ventura Blvd., Suite 1520

9 Sherman Oaks, California 91403

Telephone: (213) 514-5681

10 Facsimile: (213) 514-5682

11 Attorneys for Plaintiffs

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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.

3. Haffner Law PC is Class Counsel, representing Plaintiff Doretha Hughes, and the Class 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.

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. *Constableo 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

1 failure to pay rest breaks. It resulted in a judgment for over \$97  
2 million;

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

8 xi. *Moreno v. JCT Logistics, Inc.*, United States District Court,  
9 Central District of California, Case No. 5:17-cv-02489-JGB-KK,  
10 a wage and hour action on behalf of 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 Court  
15 Case No. BC638626, an insurance bad faith class action for  
16 inclusion of an unlawful wildfire smoke sublimit in homeowner  
17 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. This  
21 action settled several related class actions, including *Fernandez,*  
22 *et al. v. Bank of America, NA* (C.D. Cal. Case No. 2:17-cv-  
23 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 District  
28

1 Court, Southern District of California, Case No. 19-CV-286 JLS  
2 (LL), a class action for mortgage loan officers for failure to  
3 wages. This action settled several related class actions,  
4 including *Loud v. US Bank National Association*, United States  
5 District Court, Central District of California, Case No. 8:18-cv-  
6 01235-DOC-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 Court,  
12 Western District of Washington, Case No. C18-1190JLR, a  
13 Washington class action for mortgage loan officers for failure to  
14 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 Court  
19 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;

- 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, wage and hour and trucker misclassification class action on behalf of truck drivers.
- xxvi. *Eric Smith v. Golden State Food Corp., et al*, Spokane Superior Court in and for the State of Washington, Case No. 21-2-01649-32, wage and hour 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.

#### **BACKGROUND OF CASE AND SUMMARY OF FACTS**

8. The proposed Class Action Settlement Agreement (“Settlement” or “Agreement”) is entered into between Plaintiffs, individually and as class representatives on behalf of all individuals defined in Settlement Agreement, and defendant The Permanente Medical Group (“Defendant” or “Kaiser”). The Settling Class and Kaiser are referred to collectively herein as the “Settling Parties.”

9. Plaintiff Hughes commenced this action on August 25, 2023, in the Superior Court of California for the County of Alameda with the filing of a complaint captioned *Doretha Hughes v. The Permanente Medical Group*, Alameda County Superior Court Case No. 23CV041489 (the “Action”), represented by Haffner Law PC (“Class Counsel”).

1           10.       The complaint initiating this action asserted claims for: (i) failure to provide  
2 meal breaks, (ii) failure to provide rest breaks, (iii) failure to pay overtime, (iv) failure to pay  
3 minimum wages, (v) failure to reimburse business expenses, (vi) failure to furnish timely and  
4 accurate wage statements, (vii) failure to pay all wages upon separation; and (viii) violation of  
5 California's Unfair Competition Law ("UCL"), Bus. Prof. Code, §§ 17200, et seq.

6           11.       Prior to engaging in settlement negotiations, the Parties engaged in informal  
7 discovery. The data and documents exchanged included, among other documents, Defendants'  
8 policies and procedures relating to the claims alleged, the number of Proposed Class Members and  
9 Aggrieved Employees, and the number of pay periods and work weeks at issue. With this  
10 information and data, I was able to assess the strengths and weaknesses of Plaintiff's claims, and  
11 the potential value of same.

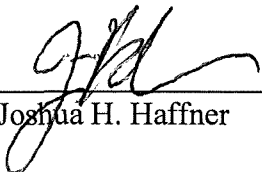
12           12.       Plaintiffs and Kaiser participated in a full-day mediation with David Rotman on  
13 September 13, 2024. At all times, the negotiations have been adversarial, non-collusive, conducted  
14 at arm's length, and supported by a knowledgeable, neutral mediator. With the assistance of Mr.  
15 Rotman, the Parties were able to come to a settlement of the claims in the consolidated action.

16           13.       I have concluded that the settlement is fair, reasonable, and in the best interests  
17 of the Settling Class. As a result, I respectfully request that the Settlement be approved by the  
18 Court.

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

21           Executed on this 21st day of March, 2025, at Sherman Oaks, California.

22  
23           By:

  
Joshua H. Haffner