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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
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: September 5, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Jill H. Talley
Dept: 23

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

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- 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. *Constabileo 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.

8. Mr. Weinberg is an Associate Attorney with Haffner Law. He graduated from University of California, Davis in 2019. In addition to his work at Haffner Law, Mr. Weinberg received experience as a law clerk with the State of California, Office of the Attorney General. Mr. Weinberg has experience handling sexual abuse, catastrophic personal injury, insurance bad faith, and class action cases. Based on his experience and qualifications, Mr. Weinberg's hourly rate is \$450.00.

TIMEKEEPING AND CALCULATION OF LODESTAR

9. As of August 7, 2025, the Haffner Law's attorneys have devoted a total 63.9 hours of time to the prosecution of this action. At their reasonable and regular hourly rates this represents a lodestar of \$32,715 – calculated as follows:

Attorney	Year of Bar Admission	Years of Practice	Billing Rate	Hours	Lodestar
Joshua H. Haffner	1997	28	\$900	8.8	\$7,920
Trevor Weinberg	2020	5	\$450	55.1	\$24,795

10. The above table was prepared from time records that are regularly inputted by the attorneys at my firm and are maintained electronically.

11. As required by the Court's Checklist for Approval of Class Action Settlements, attached as **Exhibit A** is a detailed breakdown of the hours expended by Haffner Law PC's counsel, categorized by specific litigation-related tasks performed throughout the case, along with the corresponding hours allocated to each task as derived from the detailed time records maintained by Class Counsel's attorneys.

12. The practice of both myself and the attorneys at Haffner Law is to record time in tenth- of-an-hour increments and to do so as contemporaneously as possible. This method of recording time is more accurate than recording time by quarter-hour increments, which tends to inflate the amount of time billed for short telephone conferences and other small, discrete tasks.

13. The amount of time stated on our time records is conservative and necessarily understates the amount of time devoted to prosecuting this case. Also, in recording my time, I did not record, and we do not seek compensation for, many tasks and activities. For example, my records for work in this case do not include many telephone conversations, meetings, and supervisory activities that I undertook in the prosecution of this action but did not record.

14. In my experience, the number of hours devoted to this case is well within the range of hours that reasonably would be expected under the circumstances based on the Joint Prosecution Agreement between multiple Plaintiff's attorney firms and length of litigation.

15. The hourly rates used to calculate the above lodestar fall within the range approved as reasonable by courts in similar class action cases. See *Wynn v. Chanos*, No. 14-cv-04329-WHO, 2015 WL 3832561, at *2 (N.D. Cal. June 19, 2015) (approving rates of \$570-\$1,085 for

attorneys); *Banas v. Volcano Corp.*, No. 12-cv-01535-WHO, 2014 WL 7051682, at *5 (N.D. Cal. Dec. 12, 2014) (finding rates ranging from \$ 355 to \$ 1,095 per hour for partners and associates were within the range of prevailing rates); *Gutierrez v. Wells Fargo Bank, N.A.*, No. 07-05923 WHA, 2015 WL 2438274, at *5 (N.D. Cal. May 21, 2015) (finding reasonable rates of between \$475 to \$975 for partners, \$300 to \$490 for associates, and \$150 to \$430 for litigation support and paralegals); *In re High-Tech Emp. Antitrust Litig.*, No. 11-CV-02509-LHK, 2015 WL 5158730, at *9 (N.D. Cal. Sept. 2, 2015) (finding reasonable “billing rates for partners [that] range from about \$490 to \$975 ... billing rates for non-partner attorneys, including senior counsel, counsel, senior associates, associates, and staff attorneys, [that] range from about \$310 to \$800, with most under \$500 ... [and] billing rates for paralegals, law clerks, and litigation support staff [that] range from about \$190 to \$430, with most in the \$300 range.”).

16. Moreover, these hourly rates are commensurate with the market rate for fees according to the Laffey Matrix, a court approved and adopted survey of attorney hourly rates. Attached hereto as **Exhibit B** is the current version of the Laffey Matrix.¹

17. Furthermore, the hourly rates requested here are comparable to the rates requested – and awarded – for work done by Haffner Law’s attorneys in other class actions.

(a) On September 9, 2024, the Honorable Lawrence P. Riff approved an attorney fee request in connection with a class action settlement in *Martinez v. Harbor Express, Inc.* (Los Angeles Superior Court - Case No. 22STCV12159) for work done between April 2022 and August of 2024 using the following hourly rates for the lodestar cross-check:

-Joshua H. Haffer at \$900.00/hr.

¹ The Laffey Matrix must be downwardly adjusted for Sacramento (Chico) to account for the lower cost of living compared to Washington, D.C. Using federal locality pay differentials, the Washington– Baltimore area has a +20.89% locality pay differential, while Sacramento (Chico) has a +20.25% differential. Applying this adjustment results in a 0.5% reduction to the Laffey Matrix rates for Sacramento, ensuring that attorney fee calculations reflect local market conditions rather than those of a higher-cost region like Washington, D.C. (See *Martin v. FedEx Ground Package System, Inc.* (N.D. Cal., Dec. 31, 2008, No. C 06-6883 VRW) 2008 WL 5478576, at *7.)

(b) On May 21, 2024, Honorable Noel Wise approved an attorney fee request in connection with a class action settlement in *Susana Gomez Rivas v. Bank of America, N.A.* (Alameda Superior Court - Case No.: HG21110153) for work done between or work done between July of 2021 and April of 2024 at the following hourly rates:

-Joshua H. Haffner at \$900.00/hr.

(c) On July 25, 2025, Honorable Christian Towns approved an attorney fee request in connection with a representative action settlement in *Marie Burroughs v Manpower* (San Bernardino Court – Case No. CIV-DS1936788) for work done between December 2019 and July 2025 at the following hourly rates:

-Joshua H. Haffner at \$900.00/hr.

-Trevor Weinberg at \$450.00/hr.

REQUEST FOR REIMBURSEMENT OF LITIGATION EXPENSES

18. In addition to the professional time expended in the case, Haffner Law PC has incurred \$19,090.95 in unreimbursed litigation expenses during the prosecution of this lawsuit.

19. The expenses incurred by Haffner Law PC in connection with this litigation are reflected on an expense by expense basis in the financial records Haffner Law. These records are prepared from expense reports, check requests, and cash receipts, and were maintained in the ordinary course of business by Haffner Law. Attached hereto as **Exhibit C** is a true and correct copy of a transaction report printed from Haffner Law’s accounting system setting-forth the above expenses. The expenses reflected in **Exhibit C** were reasonably and necessarily incurred in connection with this litigation and were specifically reviewed and authorized by me. Upon the Court’s request, Haffner Law will make its itemized statements and supporting documents available to the Court for review.

BACKGROUND OF CASE AND SUMMARY OF FACTS

20. The proposed Class Action Settlement Agreement (“Settlement” or “Agreement”) is entered into between Plaintiffs, individually and as class representatives on

1 behalf of all individuals defined in Settlement Agreement, and defendant The Permanente Medical
2 Group (“Defendant” or “Kaiser”). The Settling Class and Kaiser are referred to collectively herein
3 as the “Settling Parties.”

4 21. Plaintiff Hughes commenced this action on August 25, 2023, in the Superior
5 Court of California for the County of Alameda with the filing of a complaint captioned *Doretha*
6 *Hughes v. The Permanente Medical Group*, Alameda County Superior Court Case No.
7 23CV041489 (the “Action”), represented by Haffner Law PC (“Class Counsel”).

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

13 23. Prior to engaging in settlement negotiations, the Parties engaged in informal
14 discovery. The data and documents exchanged included, among other documents, Defendants’
15 policies and procedures relating to the claims alleged, the number of Proposed Class Members and
16 Aggrieved Employees, and the number of pay periods and work weeks at issue. With this
17 information and data, I was able to assess the strengths and weaknesses of Plaintiff’s claims, and
18 the potential value of same.

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

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

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

Executed on this 8th day of August, 2025, at Sherman Oaks, California.

By:

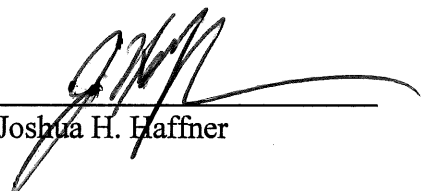

Joshua H. Haffner

EXHIBIT A

8/17/2023	3.0 Hughes v. Kaiser	TC client; research
8/21/2023	0.5 Hughes v. Kaiser	Instructions re making claim
8/24/2023	2.5 Hughes v. Kaiser	Work on Class action filing
11/15/2023	0.5 Hughes v. TPMG	TC Mitchell Murray
1/3/2024	0.3 Hughes v. Kaiser	Instructions re JPA; emails
2/29/2024	0.5 Hughes v. Kaiser	Review CMc statement
8/13/2024	1.0 Hughes v. Kaiser	TC co counsel re moving forward
12/30/2024	0.5 Hughes v Kaiser	Email re Mediation

Total	8.8	
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1/17/2024	0.5 Hughes v K; prep for/call with plaintiff's counsel
4/5/2024	0.6 Hughes v K; review consolidated complaint
8/5/2024	0.3 Hughes v K; stip to continue cmc
2/20/2025	0.4 Hughes v K; review settlement agreement
7/23/2025	1.8 Hughes v K; compile case costs, review sacramento court checklist for declaration
1/3/2024	2.7 Hughes v K; decl to dismiss
5/2/2024	0.2 Hughes v K; review stipulation
8/24/2023	2.1 Hughes v K; complaints
8/25/2023	0.9 Hughes v K; complaint
8/28/2023	4.5 Hughes v K; PAGA letter
9/12/2023	0.4 Hughes v K; letter to kaiser
10/17/2023	7.2 Hughes v K; initial written discovery
11/2/2023	0.5 Hughes v K; review defendant's proposed stips
11/15/2023	0.4 Hughes v K; prep for/attend conference call with plaintiff's counsel
12/20/2023	1 Hughes v K; review def's initial status statement
12/22/2023	2.8 Hughes v K; revise joint status conference statement
1/2/2024	1.9 Hughes v K; request for dismissal
1/24/2024	0.3 Hughes v K; review court dockets re status conference
2/1/2024	0.2 Hughes v K; prep for/call with plaintiff's counsel
2/2/2024	0.4 Hughes v K; review/sign stip
9/20/2024	7.4 Hughes v K; prep for/attend mediation
9/24/2024	0.3 Hughes v K; review draft MOU
10/2/2024	1.1 Hughes v K; review MOU, make changes
11/25/2024	0.3 Hughes v K; review MOU
3/13/2025	0.3 Hughes v K; stip to continue cmc
3/20/2025	3.2 Hughes v K; review motion for prelim approval, draft declarations
3/21/2025	2 Hughes v K; declarations iso motion for prelim approval
4/18/2025	1.2 Hughes v K; request for dismissal
4/18/2025	3.9 Hughes v K; ex parte re dismissal
7/15/2025	2.2 Hughes v K; ex parte for dismissal
7/16/2025	0.9 Hughes v K; ex parte to dismiss
8/4/2025	1.8 Hughes v K; compile hours, declaration
8/6/2025	1.4 Hughes v K; compile hours, declaration

Total	55.1
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EXHIBIT B

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

EXHIBIT C

All Dates

Date	Transaction Type	Num	Cleared	Account	Name	Memo/Description	Amount	Account Total
Reimbursed Expenses:Hughes v Kaiser (wage & Hour)								19,090.95
08/30/2023	Expense			Reimbursed Expenses:Hughes v Kaiser (wage & Hour)	DLSE PAGA		75.00	
08/31/2023	Expense		R	Reimbursed Expenses:Hughes v Kaiser (wage & Hour)		ONELEGAL CCSALE05275800-938-8815 CA XXXX-XXXXXX-76007 - JOSHUA H HAFFNER	1,496.48	
09/09/2023	Expense		R	Reimbursed Expenses:Hughes v Kaiser (wage & Hour)		ONELEGAL CCSALE05298800-938-8815 CA XXXX-XXXXXX-76007 - JOSHUA H HAFFNER	173.57	
09/25/2023	Purchase	13099	R	Reimbursed Expenses:Hughes v Kaiser (wage & Hour)	Moe's Processing Serving	Service of Complaint	65.00	
09/29/2023	Expense		R	Reimbursed Expenses:Hughes v Kaiser (wage & Hour)		ONELEGAL CCSALE05354800-938-8815 CA XXXX-XXXXXX-76007 - JOSHUA H HAFFNER	19.15	
01/09/2024	Expense		R	Reimbursed Expenses:Hughes v Kaiser (wage & Hour)	ONELEGAL CCSALE029228009388815 C	ONELEGAL CCSALEXXXXXXXX-XXX-8815 CA XXXX-XXXXXX-X6007	13.85	
06/27/2024	Expense		R	Reimbursed Expenses:Hughes v Kaiser (wage & Hour)		Mediation	13,250.00	
08/07/2024	Expense		R	Reimbursed Expenses:Hughes v Kaiser (wage & Hour)		XXXXXXXXX0062100 OUTGOING MONEY TRANSFER OUTGOING WIRE XXXXXXXX062100; BNF DAVID A ROTMAN;REF	1,988.00	
04/18/2025	Expense		R	Reimbursed Expenses:Hughes v Kaiser (wage & Hour)	ONELEGAL CCSALE029188009388815 C	ONELEGAL CCSALEXXXXXXXX-XXX-8815 CA XXXX6007	15.75	
06/23/2025	Purchase	13752	R	Reimbursed Expenses:Hughes v Kaiser (wage & Hour)	Berger Consulting Group, LLC		1,856.25	
07/02/2025	Expense		R	Reimbursed Expenses:Hughes v Kaiser (wage & Hour)			49.00	
07/16/2025	Expense		R	Reimbursed Expenses:Hughes v Kaiser (wage & Hour)	ONE LEGAL	ONELEGAL CCSALEXXXXXXXX-XXX-8815 CA XXXX8003	88.90	
TOTAL							\$19,090.95	