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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

HEATHER-ANN MONTERO, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

BISCO INDUSTRIES, INC., an Illinois
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23STCV00918

*[Case Assigned for all purposes to the Hon.
William F. Highberger; Dept. SSC-10]*

**DECLARATION OF FLETCHER W.
SCHMIDT IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: December 23, 2024
Time: 9:00 a.m.
Dept.: SSC-10

Action Filed: January 13, 2023
Trial Date: None Set

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I, Fletcher W. Schmidt, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for named Plaintiff Heather-Ann Sisson (née Montero) (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2012 graduate of Loyola Law School, Los Angeles, where I graduated *cum laude* and was awarded membership in the Order of the Coif. From August 2013 to March 2016, I worked as an associate attorney at Boren, Osher & Luftman LLP. Since March 2016 I have worked at my current firm, Haines Law Group, APC, where, in 2018, I became a Partner.

3. During my time with Boren, Osher & Luftman LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side wage and hour class actions in California state and federal court. I am currently responsible for managing a caseload of over seventy-five (75) active wage and hour class actions in which I am integrally involved in all aspects of the litigation.

4. I have been appointed as Class Counsel following a contested motion to certify one or more classes in the following cases:

- *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge Gail A. Andler presiding (certifying a class of employees who were misclassified as independent contractors);
- *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States District Court, Central District of California, Honorable Judge Beverly Reid O’Connell presiding (conditionally certifying an unpaid FLSA overtime wage class);
- *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge John F. Walter presiding

(certifying a rest period violation class and conditionally certifying a FLSA unpaid overtime wage class);

- *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern District of California, Honorable Judge Haywood S. Gilliam, Jr. presiding (conditionally certifying an unpaid FLSA overtime wage class);
- *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States District Court, Eastern District of California, Honorable Judge Jennifer L. Thurston presiding (conditionally certifying an unpaid FLSA overtime wage class);
- *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster presiding (certifying unpaid overtime wage class and waiting time penalty class);
- *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-00775372-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge Glenda Sanders presiding (certifying five separate classes for claims for unpaid wages, unreimbursed expenses, failure to authorize and permit rest periods, and derivative claims);
- *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for rest period violations, wage statement violations, meal period violations, and overtime and double-time violations);
- *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage statement class);
- *Danica N. Keich, et al. v. U.S. Healthworks, Inc., et al.*, Case No. 37-2017-00015343-CU-OE-CTL, San Diego County Superior Court, Honorable Eddie C. Sturgeon, presiding (certifying classes for rest period violations, meal period violations, on-call pay violations, wage statement violations, and waiting time violations);
- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid

overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and

- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations, rest period violations, wage statement violations, and waiting time penalties).

5. I have also been appointed as Class Counsel in well over 100 different class action settlements in California state and federal courts, and have recovered in excess of \$150 million dollars through settlements in which I personally have acted as the lead attorney for the plaintiff.

6. I have been awarded attorney's fees following a lodestar cross-check based on a rate of \$750 per hour in the following cases:

- *Arcos v. Panoramic Doors, LLC*, Case No. 37-2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable Loren G. Freestone, presiding (using an hourly rate of \$750 for work performed in 2021-2023);
- *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara County Superior Court, Honorable James F. Rigali, presiding (using an hourly rate of \$750 for work performed from 2020-2024);
- *Hallum, et al. v. FCA US, LLC*, Case No. CIVDS1936782, San Bernardino County Superior Court, Honorable Joseph T. Ortiz, presiding (using an hourly rate of \$750 for work performed in 2021-2024);
- *Perez v. Kyocera SGS Precision Tools, Inc.*, Case No. 30-2022-01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (using an hourly rate of \$750 for work performed in 2022-2024); and
- *Murphy v. Fusion Learning, Inc.*, Case No. 2:21-cv-06732-JAK (ASx), United States District Court for the Central District of California, Honorable John A. Kronstadt, presiding (approving an hourly rate of \$750 for work performed in 2022-2024).

7. In March 2023, I served as trial counsel for the plaintiff and the aggrieved employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior

1 Court, Honorable William Claster presiding, which was a case brought under the Private
2 Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor
3 of the aggrieved employees. I was also approved at an hourly rate of \$750 for work performed
4 from 2017-2024.

5 8. In each year from 2018 through 2024, Thomson Reuters and Los Angeles
6 Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising
7 Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent
8 (2.5%) of attorneys under the age of forty in Southern California each year.

9 9. Defendant Bisco Industries, Inc. (“Defendant”), is a supplier and distributor of
10 fasteners, hardware, and electronic components for aerospace, communication, and military
11 applications, among others. Defendant employed Plaintiff from approximately July 2018 to May
12 2022, initially as a “Sales Management Trainee” and later as an “L3 Salesperson,” at Defendant’s
13 Anaheim, California location. Plaintiff, like all Settlement Class members, was effectively treated
14 as an exempt employee with no overtime pay and no bona fide timekeeping system.

15 10. On January 13, 2023, Plaintiff filed the initial class action complaint in this action,
16 alleging Defendant failed to: (i) pay all overtime wages owed; (ii) provide all lawful meal periods;
17 (iii) provide all lawful rest periods; (iv) reimburse necessary business expenses; (v) issue accurate
18 itemized wage statements; (vi) timely pay all final wages upon separation; and (vii) comply with
19 California’s Unfair Competition laws. On March 20, 2023, after exhausting her administrative
20 remedies with the LWDA, Plaintiff filed the operative FAC to add a cause of action for civil
21 penalties under the PAGA, based on the same underlying Labor Code violations. Attached hereto
22 as Exhibit 2 are true and correct copies of Plaintiff’s January 13, 2023, PAGA Notice letter,
23 Plaintiff’s LWDA submission page, and the LWDA’s confirmation of receipt.

24 11. Prior to mediation and unbeknownst to Plaintiff, in approximately February 2024
25 Defendant began extending individual settlement offers to substantially all Settlement Class
26 Members, offering a live check for \$500 to each employee along with a release of liability that
27 would become effective upon cashing of the check. However, shortly after this process began,
28 Plaintiff (who was a former employee at the time) was personally informed of the Pick-Up-Stix

1 campaign and immediately alerted her counsel to the ongoing process. Over the subsequent
2 weeks, due in large part to the personal connections that Plaintiff had with her former co-workers
3 and their word-of-mouth organization efforts, Plaintiff's counsel was contacted by approximately
4 40 employees, the majority of whom expressed their solidarity with the lawsuit and their
5 willingness to help in any way possible. It was during this process that Plaintiff's counsel
6 discovered that the core issue in the lawsuit (misclassification of non-exempt employees as
7 exempt employees) was not limited to sales employees as Plaintiff originally believed, but in fact
8 extended to all of Defendant's employees including those in the warehouse, supply-chain, human
9 resources, and accounting departments.

10 12. Concurrently with the Pick-Up-Stix campaign, Defendant was also seeking to
11 enter into arbitration agreements with all of its employees by providing each employee a separate
12 live check for \$200 that stated that the cashing of the check would be treated as acceptance of the
13 terms of the arbitration agreement. However, no employees are being excluded from the
14 Settlement Class on the basis of any arbitration agreements.

15 13. Based on information provided by Defendant, a total of 307 employees (referred
16 to herein as the Pick-Up-Stix Class members") ultimately cashed their checks, which could have
17 potentially resulted in the Pick-Up-Stix Class members being excluded from any potential
18 certified class in the future if this matter had not been resolved. Defendant represents that it paid
19 a total of \$153,500 through this process to the Pick-Up-Stix Class Members, but, as described
20 below in further detail, the parties agreed to include all employees, regardless of whether they did
21 or did not cash the Pick-Up-Stix check, in the proposed Settlement and will treat the \$153,500 as
22 a pre-payment towards the Gross Settlement Amount.. This amount does not include any of the
23 amounts paid in connection with the purported arbitration agreements, which are not being
24 credited towards to Gross Settlement Amount.

25 14. On March 2, 2023, the Parties participated in a mediation with Eve Wagner, Esq.,
26 a highly respected wage and hour class action mediator. During mediation, the Parties exchanged
27 divergent views on Defendant's liability and exposure valuations, their legal positions, and the
28 likelihood of certification of Plaintiff's claims. With the help of Mr. Krivis, the Parties ultimately

1 reached a class-wide settlement at the conclusion of mediation. Over the following months, the
2 Parties negotiated and executed the Settlement. The Court preliminarily approved the Settlement
3 on February 03, 2025. A true and correct copy of the Court's Order Granting Preliminary
4 Approval is attached hereto as Exhibit 1.

5 15. Plaintiff provided the LWDA with the Settlement Agreement along with all
6 moving papers associated with the Motion for Preliminary Approval. True and correct copies of
7 the LWDA Submission Confirmations are attached hereto as Exhibit 2.

8 16. Defendant will pay a non-reversionary Gross Settlement Amount ("GSA") of
9 \$7,683,229.91. The Net Settlement Amount ("NSA") is the amount remaining from the GSA after
10 deducting Court-approved amounts for attorneys' fees (\$2,561,076.64) and verified costs
11 reimbursement (\$32,037.23), the Class Representative Enhancement Award (\$10,000.00),
12 settlement administration costs (\$10,000.00), and payment to the LWDA for its share of PAGA
13 penalties (\$187,500.00). My firm's cost records identify to-date out of pocket expenses as
14 \$31,744.84. This figure includes an additional \$292.39 in anticipated future costs for the filing
15 and service of the Motion for Final Approval and the Settlement Administrator's final accounting
16 declaration. My firm retained Dr. J. Michael DuMond, Ph.D., of Berkeley Research Group, to
17 conduct all expert analyses in this case. Based on these requested amounts, the NSA is calculated
18 to be \$4,882,616.04, which is inclusive of the \$62,500.00 PAGA payment to the Allegedly
19 Aggrieved Employees. A true and correct copy of my firm's cost records, including the invoices
20 received from my firm's retained expert, are attached hereto as Exhibit 3.

21 17. According to Defendant's records, there are 497 Settlement Class members. Based
22 on the estimated Net Settlement Amount ("NSA"), average Individual Settlement Payments are
23 projected to be approximately \$9,824.18. The gross value of the settlement works out to
24 approximately \$135.00 per workweek, and 87 Settlement Class members will receive payouts in
25 excess of \$20,000.00. These figures represent one of the best recoveries I have ever seen in a
26 wage and hour class action settlement.

27 18. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff asserts that
28 Defendant failed to maintain accurate records of the hours actually worked by Settlement Class

members, resulting in unpaid overtime wages. Specifically, throughout the Class Period, Defendant treated all of its employees as though they were exempt employees, despite the fact that few, if any, actually qualified for any recognized exemptions under the Labor Code or applicable Wage Order. Defendant explicitly instructed its employees to self-report eight hours worked per day, regardless of their actual hours worked, and Plaintiff's expert confirmed that the payroll data showed no evidence of any overtime wages ever having been paid at all. Based on Plaintiff's counsel's conversations with approximately 40 employees who worked in various departments, positions, and locations during the class period, Plaintiff believes that there were a significant amount of overtime hours worked which could be proven through evidence such as records from the "Anita" software platform used by substantially all Settlement Class members, facility entrance records, e-mail records, and security camera footage, given that Defendant did not maintain any bona fide timekeeping records.

19. In response, Defendant argues that certain employees may have qualified for certain exemptions, such as the administrative exemption, or the inside sales exemption. Furthermore, Defendant argues that overtime hours were not required, and that many employees worked little, if any, overtime hours, such that even assuming Plaintiff's overtime claim was certified, the damages would fall significantly short of Plaintiff's projections. Defendant would also have the ability to rely on the arbitration agreements and/or Pick-Up-Stix releases, which applied to 71% and 38% of current and former employees, respectively, and covered approximately 55% of all workweeks, to dramatically shrink the size of any potential class in the event that the matter proceeded through litigation.

20. Plaintiff further asserts that Defendant failed to provide the Settlement Class members with all timely duty-free, uninterrupted 30-minute meal periods to which they were entitled, and maintained no records of employee meal periods. Based on Plaintiff's counsel's conversations with the Settlement Class members, Plaintiff acknowledges that Bisco did maintain a policy of providing an hour-long meal period each shift, that typically took place from 12:00 p.m. to 1:00 p.m. However, this policy was not in writing (Defendant maintained no employee handbook or other relevant written employment policies) and numerous sales employees stated

1 that generally one member from each sales team would stay behind to cover the phones and would
2 take their meal period from 1:00 p.m. to 2:00 p.m., meaning that the meal period for those
3 employees would be late on any day that they began work prior to 8:00 a.m., which was not out
4 of the ordinary. Similarly, warehouse employees reported needing to arrive early on certain
5 occasions which resulted in their regularly scheduled meal periods occurring after the end of the
6 fifth hour of work. Additionally, many employees were given certain work quotas by their
7 managers, which could lead to an environment where employees felt pressured to work through
8 or interrupt their meal periods to conduct work activities.

9 21. In response, Defendant contends that it provided all employees with an hour-long
10 meal period that was informally scheduled at the four-hour mark or earlier and allowed employees
11 leeway and discretion on when to take their meal, such that decisions to delay or interrupt their
12 meal period were not done at the direction of Defendant. Defendant contends that Plaintiff's meal
13 period claim is not suited for class certification as individual inquiries would be required to assess
14 whether employees voluntarily chose to arrive early or work through meal periods, which could
15 be dependent on their location, job title, and manager, resulting in an unmanageable series of
16 mini-trials. Even if the meal period claim was certified, Defendants contend that the damages
17 would not be as high as Plaintiff projected given that compliant meal periods were provided for
18 almost all shifts, and late or missed meal periods were the exception. Defendant also intended to
19 enforce the arbitration agreements and Pick-Up-Stix releases to limit the scope of any class if the
20 matter proceeded through litigation.

21 22. Plaintiff further alleges that Defendant failed to authorize and permit the
22 Settlement Class members to take all lawful rest periods to which they were entitled. Based on
23 Plaintiff's conversations with Settlement Class members, Plaintiff acknowledges that Defendant
24 had an informal policy of authorizing two 15-minute rest periods per shift, in the morning and
25 afternoon, but contends that this policy was not clearly communicated to all employees and that
26 rest periods would be the first thing to go when employees became busy with work demands.
27 Some employees reported that they felt that they could not take any rest periods whenever their
28 manager was on-site, or that their team maintained a culture of skipping rest periods.

1 23. In defense, Defendant maintains that it authorizes all employees to take two 15-
2 minute rest periods during each shift, and allows employees complete freedom and discretion to
3 choose when to take their rest periods and never required any employees to return to work if they
4 indicated that they were taking their rest period. Defendant also asserts that this claim is
5 unmanageable and not suited for class certification, as it requires individualized inquiries into
6 whether an employee's manager placed any explicit or implicit pressure on the employee to skip
7 rest periods, and that, similar to the meal period claim, formal discovery and depositions would
8 prove that most employees suffered few, if any, rest period violations. Defendant also intended
9 to enforce the arbitration agreements and Pick-Up-Stix releases to limit the scope of any class if
10 the matter proceeded through litigation.

11 24. Plaintiff alleges that Defendant required Plaintiff and other Settlement Class
12 members to use their personal cell phones to receive calls from clients and finalize sales but failed
13 to reimburse the Settlement Class members for these necessary business expenses in violation of
14 Labor Code § 2802. Moreover, during a portion of the relevant time period, Defendant required
15 Plaintiff and other Settlement Class members to work from home and use their home computers
16 and internet to conduct essential company business without compensating Plaintiff and other
17 Settlement Class members for any portion of these expenses.

18 25. In response, Defendant argues that it maintains a policy to reimburse all reasonable
19 and necessary business expenditures and that, to the extent that any expenses were not reimbursed,
20 they were not reasonably incurred. Defendant maintains that at all times during the relevant time
21 period, it provided all necessary telephones and computers and that the decision to work from
22 home was always optional, and that to the extent an employee chose to work from home for their
23 own convenience, any expenses incurred were not "necessary." This claim faces similar obstacles
24 towards certification as Plaintiff's other claims, particularly that it would require a series of mini-
25 trials to determine which employees were actually required to use their cell phone or internet for
26 business purposes and in which pay periods such expenses were allegedly incurred. Defendant
27 also intended to enforce the arbitration agreements and Pick-Up-Stix releases to limit the scope
28 of any class if the matter proceeded through litigation.

26. As a result of Defendant's alleged failure to pay all overtime wages and meal and rest period premiums, Plaintiff asserts that Defendant also failed to maintain accurate payroll records, timely pay all wages during employment, issue accurate and itemized wage statements, and failed to timely pay all final wages at the time of separation. As a result of these alleged Labor Code violations, Plaintiff also seeks PAGA civil penalties on behalf of all aggrieved employees, which Plaintiff maintains would not be impacted by any arbitration agreements and/or Pick-Up-Stix releases.

27. In response, Defendant argues that Plaintiff would be unable to prove any Labor Code violations in many pay periods, or for certain employees, and that it would be able to use the arbitration agreements and/or Pick-Up-Stix releases to preclude wage statement and waiting time penalties such that these penalties would not be recoverable in all pay periods or for all employees. Defendant also argues that to the extent it prevailed in showing minimal or lesser damages at trial, the PAGA penalties would similarly be reduced so as not to be "unjust, arbitrary and oppressive, or confiscatory."

28. My firm's fee request of \$2,561,076.64, representing one-third of the GSA, is the same percentage sought in Laffitte, and is fair and reasonable based on the percentage of the recovery method. This is consistent with my firm's experience in similar wage-and-hour class action matters.

29. My firm has a lodestar of approximately \$368,347.50, which results in a reasonable 6.95 multiplier compared to the \$2,561,076.64 fee request. A summary showing the number of hours of work performed by each attorney and paralegal is set forth below. The billing rates used are reasonable in view of the evidence submitted herewith. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit 4.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$925	130.0	\$120,250.00
Fletcher W. Schmidt (13th Year Attorney)	\$825	186.4	\$153,780.00
Andrew J. Rowbotham (9th Year Attorney)	\$725	127.1	\$92,147.50

Haines Law Group, APC Firm Paralegals	\$175	12.4	\$2,170.00
Total Pre-Multiplier Lodestar			\$368,347.50

30. This case has involved an exceptional amount of attorney time spent communicating with the Settlement Class members, both before and after the Settlement was reached. During the course of Defendants' *Pick-Up-Stix* campaign and in preparation for mediation, my office spoke extensively with approximately 40 Settlement Class members to advise them of their legal rights and options, and to develop the factual record for mediation purposes, which placed Plaintiff in an advantageous position during mediation. This trend has continued post-settlement, with an exceptional volume of Settlement Class members contacting me regularly with questions about the Settlement on a near-daily basis.

31. Plaintiff also requests that the Court approve \$10,000.00 in administration costs to CPT as the Settlement Administrator. This was the maximum amount requested in the Motion for Preliminary Approval.

32. Plaintiff seeks a Class Representative Enhancement Award of \$10,000.00 and believes that this request is reasonable given Plaintiff's considerable efforts in this case, the risks Plaintiff undertook on behalf of the Settlement Class members, and the general release of all claims against Defendant subject to a waiver of California Civil Code § 1542. Plaintiff was significantly more involved in this litigation than is typical in wage and hour class action cases in my experience. Plaintiff was instrumental to achieving the results obtained in this case due to her extensive communication with the Settlement Class members, which went well above and beyond what I typically see in wage and hour class action cases. Plaintiff has invested considerable time and effort into seeing this litigation through resolution, and the Settlement Class, who would not be receiving anything if it were not for Plaintiff's decision to pursue these claims, will benefit from her participation. Plaintiff attached her name to this lawsuit for the benefit of the Settlement Class members and to the risk of herself, and agreed to a broader, general release of claims beyond what other Settlement Class members are releasing through this action, including a waiver of Civil Code § 1542.

33. During the notice period, one individual, Randy Salas, contacted me because he

1 had not received a notice packet but believed that he qualified as a Settlement Class Member. I
2 raised the issue with Defendant, who confirmed that Mr. Salas was indeed a Settlement Class
3 Member and had been inadvertently omitted, likely because he had originally been hired as an
4 intern. Mr. Salas has now been provided a notice packet and has signed a declaration confirming
5 that he does not intend to object or opt-out from the Settlement. Defendant's counsel also
6 confirmed that no other interns had been excluded from the settlement class.

7 34. In the course of reviewing Mr. Salas' file, as well as challenges from two Class
8 Members disputing their workweeks, Defendant discovered that due to an inadvertent error, an
9 approximate five-week period of employee data had been omitted from the employee data
10 provided to the Settlement Administrator. The escalator clause provided in the Settlement
11 Agreement was consequently triggered, notwithstanding the truncation of the Class Period that
12 had already taken place prior to the notices being mailed. Because notices had already been sent
13 out, Defendant agreed to adjust the Gross Settlement Amount without diluting any Individual
14 Settlement Payments by paying an additional \$183,229.91.

15 35. I confirm that I do not have any interest or involvement in, and am not affiliated
16 with, the proposed settlement administrator, CPT Group, Inc.

17 36. I declare under penalty of perjury under the laws of California and the United
18 States that the foregoing is true and correct. Executed on June 13, 2025, at El Segundo, California.

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21 _____
22 Fletcher W. Schmidt
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EXHIBIT 1

HAINES LAW GROUP, APC
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FILED
Superior Court of California
County of Los Angeles
02/03/2025
David W. Styrba, Executive Officer / Clerk of Court
By: L. Ennis Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

HEATHER-ANN MONTERO, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

BISCO INDUSTRIES, INC., an Illinois
corporation; and DOES 1 through 100,
inclusive

Defendant.

Case No.: 23STCV00918

*[Case Assigned for all purposes to the Hon.
William F. Highberger; Dept. SSC-10]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: February 3, 2025
Time: 2:00 p.m.
Dept.: SSC-10

Action Filed: January 13, 2023
Trial Date: None Set

~~PROPOSED~~ ORDER

The Motion of Plaintiff Heather-Ann Sisson (née Montero) (“Plaintiff”) for Preliminary Approval of Class and PAGA Action Settlement came regularly for hearing before this court on February 3, 2025, at 2:00 p.m. The Court, having considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; the proposed Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”), attached as Exhibit A to the Declaration of Fletcher W. Schmidt filed concurrently therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class and PAGA action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms’-length negotiations conducted after Plaintiff and/or Plaintiff’s counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court’s conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

All current and former non-exempt employees of Bisco Industries, Inc., in California who worked at any time between January 13, 2019, and August 31, 2024 (the “Class Period”).

4. For purposes of the Settlement, the Court designates named Plaintiff Heather-Ann

1 Sisson as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, and Andrew
2 J. Rowbotham of Haines Law Group, APC as Class Counsel.

3 5. The Court designates CPT Group, Inc. as the third-party Settlement Administrator
4 for mailing notices.

5 6. The Court approves, as to form and content, the Notice of Class and PAGA Action
6 Settlement (“Class Notice”) attached as Exhibit B to the Declaration of Fletcher W. Schmidt filed
7 concurrently with Plaintiff’s Motion.

8 7. The Court finds that the form of notice to the Settlement Class regarding the
9 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
10 members, constitute the best notice practicable under the circumstances, and constitute valid, due,
11 and sufficient notice to all Settlement Class members. The form and method of giving notice
12 complies fully with the requirements of California Code of Civil Procedure § 382, California
13 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other
14 applicable law.

15 8. The Court further approves the procedures for Settlement Class members to opt-
16 out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

17 9. The procedures and requirements for submitting objections in connection with the
18 Final Approval Hearing are intended to ensure the efficient administration of justice and the
19 orderly presentation of any Settlement Class member’s objection to the Settlement, in accordance
20 with the due process rights of all Settlement Class members.

21 10. The Court directs the Settlement Administrator to mail the Notice Packet to the
22 Settlement Class members in English, in accordance with the terms of the Settlement.

23 11. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60
24 calendar days’ notice for Settlement Class members to submit disputes, opt-out of, or object to
25 the Settlement.

26 12. The Final Approval Hearing on the question of whether the Settlement Agreement
27 should be finally approved as fair, reasonable and adequate is scheduled on
28 July 9, 2025 at 10:00 am, at _____ a.m. / p.m. in Department SSC-10 of this Court, located

at 312 N. Spring Street, Los Angeles, California 90012. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Settlement Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for an enhancement award, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

14. Plaintiff's Counsel shall file memoranda, declarations, or other statements and materials in support of the request for final approval of the Settlement and Plaintiff's application for an enhancement payment, settlement administration costs, payment to the LWDA for its share of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

15. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on February 3, 2025:

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than:	February 17, 2025
Settlement Administrator to mail the Notice Packet to the Settlement Class Members no later than:	March 3, 2025
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	May 2, 2025
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	At least 16 court days prior to Final Approval Hearing
Final Approval Hearing	☐ June 17, 2025 at 9:00 a.m. ☐ July 9, 2025 at 10:00 a.m./p.m.

1 16. Pending the Final Approval Hearing, all proceedings in this action, other than
2 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
3 Order, are stayed.

4 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures
5 in connection with the administration of the Settlement which are not materially inconsistent with
6 either this Order or the terms of the Settlement.

7 18. In the event the Settlement is not finally approved, or otherwise does not become
8 effective in accordance with the terms of the Settlement, this Order shall be rendered null and
9 void and shall be vacated, and the parties shall revert to their respective positions as of before
10 entering into the Settlement.

11 **IT IS SO ORDERED.**

12 02/03/2025
13 Dated: _____



A handwritten signature in black ink, reading "W. F. Highberger".

William F. Highberger / Judge
Honorable William F. Highberger
Judge of the Superior Court

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

January 13, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Heather-Ann Montero v. Bisco Industries, Inc., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Heather-Ann Montero in claims arising from her employment with Bisco Industries, Inc. and Does 1 through 100 (“Defendants”). Ms. Montero is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 (“any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.”) (emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate an electronic components and fasteners distributor, specializing in the procurement and sale of electronic parts. Ms. Montero was employed by Defendants as a “L3” from approximately July 2018 to May 2022. Ms. Montero’s job duties included calling, telemarketing, and otherwise selling hardware and electrical components in addition to Defendants’ other products.

During Ms. Montero’s employment with Defendants, Defendant classified Ms. Montero and other “L3’s” as exempt employees under the inside and/or outside sales exemptions. However, because Ms. Montero and other aggrieved employees did not receive at least half of their compensation in the form of commissions, Ms. Montero and other aggrieved employees did not meet the requirements for the inside sales exemption. Additionally, because Defendant required Ms. Montero to work 50 hours a week during portions of the relevant time period, the salary she was paid did not amount to one and one-half times the minimum wage for all hours worked during each pay period, thus excluding her from the inside sales exception. *See Peabody v. Time Warner Cable, Inc.* (2014) 59 Cal. 4th 662, 669-70 (holding that the exemption’s language is to be construed

narrowly against the employer with an eye towards protecting employees and that to comply with the requirements of the exemption and of [Section 204] for each workweek in the pay period the payment of the earnings to employee must exceed 1.5 times the minimum wage for each hour worked during the pay period). Moreover, because Ms. Montero and other aggrieved employees did not work at least half their time outside of the office, Ms. Montero and other aggrieved employees did not meet the requirements for the outside sales exemption in every pay period. As a result of not qualifying for the sales exemptions, Ms. Montero and other aggrieved employees were deprived of all overtime wages earned during the relevant time period

In addition, Defendants utilized a timekeeping system, which upon information and belief, resulted in Ms. Montero not being credited with all hours actually worked. Specifically, although Ms. Montero and other aggrieved employees frequently worked in excess of 8.0 hours per day, they were specifically instructed by managers to record their hours worked to reflect only eight hours of work a day regardless of the hours truly worked. As a result of Defendants' timekeeping policies/practices, Ms. Montero and other employees were not credited with all hours actually worked, and Defendants failed to maintain accurate records of employees' hours worked.

Defendants failed to provide Ms. Montero and other aggrieved employees with timely 30-minute meal periods commencing before the end of the fifth hour of work. Specifically, during the relevant time period, Defendants required Ms. Montero and other aggrieved employees to begin work at 7:00 a.m. or earlier each day. However, Defendants' policies/practices were to have meal periods scheduled at 12:00 p.m or later, after the end of the fifth hour of work. In addition, Defendants also failed to provide Ms. Montero and other aggrieved employees with an additional hour of premium pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

Ms. Montero and other aggrieved employees were also not authorized and permitted to take a rest period for every 4 hours worked (or major fraction thereof) due to Defendants' unlawful rest period policies/practices. Specifically, Defendants required Ms. Montero and other aggrieved employees to remain available to cover the large volume of customer calls at any given time, which generally did not permit employees to take duty-free rest periods. Additionally, Defendants did not authorize and permit Ms. Montero and other aggrieved employees to take third rest periods when they worked in excess of 10.0 hours in a workday. Defendants also failed to provide Ms. Montero and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

During their respective employments with Defendants, Ms. Montero and other aggrieved employees were required to use their personal cell phones for work in order to receive calls from clients and finalize sales. Specifically, after the Defendant moved to remote work in 2020, all work-related calls were conducted through Ms. Montero and aggrieved employee's personal cell phone. Despite this, Defendants failed to reimburse Ms. Montero and other aggrieved employees for all necessary business expenses associated

with using their personal cell phones in violation of Labor Code § 2802. *See Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144 (holding that employer who requires employees use their personal cell phone for business purposes must reimburse a reasonable percentage of the employee's cell phone bill). Moreover, during the relevant time period, Defendants required Ms. Montero and other aggrieved employees to work from home and use their home computers and internet to conduct essential company business. Although Defendant required Ms. Montero and other aggrieved employees to use their home computers and internet, they failed to compensate Ms. Montero and other employees for any portion of these expenses.

As a result of Defendants' failure to pay overtime wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records, issued inaccurate wage statements, and failed to pay all final wages to Ms. Montero and other aggrieved employees upon their separation of employment. As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 7 ("Wage Order 7"):

Overtime Wage Violations

Defendants were required to properly pay Ms. Montero and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the workweek. Defendants caused Ms. Montero and other aggrieved employees to work overtime hours but did not compensate Ms. Montero or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Montero and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 7, § 11. As a result, Ms. Montero and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As described above, Defendants also failed, and continue to fail, to authorize and permit Ms. Montero and similarly aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 7, § 12. As a result, Ms.

Montero and similarly aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. See Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to reimburse Ms. Montero and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones and home internet for business purposes. Defendants' policy of not providing reimbursement for necessary work-related expenses violates Wage Order 7, § 9 and Labor Code §§ 2802 and 2804 ("An employer shall indemnify her or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her or her duties, or of her or obedience to the directions of the employer.") Ms. Montero and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Montero and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq.* Defendants' failures in furnishing Ms. Montero and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

Waiting Time Penalties

Defendants failed to timely pay Ms. Montero and other aggrieved employees all final wages due to them at the time of their separation which includes, among other things, unpaid overtime wages, and meal and rest period premium wages. Further, Ms. Montero is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay other aggrieved employees all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Ms. Montero and other aggrieved employees their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an "aggrieved employee", Ms. Montero will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and

hour violations alleged herein. Based on Ms. Montero's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to pay Ms. Montero and other aggrieved employees all overtime compensation earned;
- b. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all meal periods as required by law and failing to pay meal period premiums to Ms. Montero and similarly aggrieved;
- c. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Montero and similarly aggrieved employees to take all of their statutorily-mandated, duty-free rest periods and failing to pay rest period premiums to Ms. Montero and similarly aggrieved employees;
- d. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Montero and other aggrieved employees for all work-related expenses incurred; and
- e. Defendants violated Labor Code § 226 by failing to furnish Ms. Montero and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Montero and other aggrieved employees;
- g. Defendants violated Labor Code § 204 by failing to pay Ms. Montero and other aggrieved employees all wages earned at least twice during each calendar month.
- h. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Ms. Montero and aggrieved employees.

LWDA

January 13, 2023

Page 6 of 6

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read "F. W. Schmidt", is positioned above the printed name.

Fletcher W. Schmidt

cc: Bisco Industries, Inc. c/o Christine Work, agent for service of process (via certified mail)



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Fletcher

Your Last Name *

Schmidt

Firm Name (if any) *

Haines Law Group, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

fschmidt@haineslawgroup

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

4242922350

Your State *

California

Your Zip/Postal Code *

90245

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Heather-Ann Montero

Plaintiff/Aggrieved Employee Occupation *

L3

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Bisco Industries, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

5065 E Hunter Ave

Anaheim

Employer State *

California ▼

Employer Zip/Postal Code *

92807

Employer Industry *

Other ▼

Employer Industry for "Other" *

Electronic Components an

Add additional defendants

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

100

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☒ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☒ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Provide Details of Other Violation *

Failure to pay twice monthly

Other(Maybe Multiple)

- ☐ Other Violation

Child Labor – Specify Ages

jramirez@haineslawgroup.com

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Paul

Billing Last Name *

Haines

Billing Email *

jramirez@haineslawgroup.

Billing Phone

4242922350

Billing Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite 180

Billing City *

El Segundo

Billing State *

California

Billing Zip/Postal Code *

90245

Credit Card Type *

Visa

Credit Card Number *

4154178575546940

CVV Number *

182

Credit Card Expiration Month *

05

mm

Credit Card Expiration Year *

2024

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

Choose File 2023-01-13 ... LWDA Ltr.pdf

Other Attachment – (if any) (must be a .pdf)

Choose File No file chosen

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 01/14/2023

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8301 1164 26

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 01/13/2023

ORIGINAL INTENDED RECIPIENT:

BISCO INDUSTRIES INC

C/O: CHRISTINE WORK

5065 E HUNTER AVE

ANAHEIM CA 92807-6001

JR

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Jonathan Ramirez](#)
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date: Friday, January 13, 2023 6:07:21 PM

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-929394-23

Order Number: ORD-000206852

Total:\$75.00

Card Type: Visa

Date: 1/13/2023

Billing Information

Name: Paul Haines

Email: jramirez@haineslawgroup.com

Billing Address:

2155 Campus Drive, Suite 180

El Segundo, California

90245



Private Attorneys General Act (PAGA) – Filing

Court Order or Judgment in PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Andrew

Your Last Name *

Rowbotham

Your Email Address *

jamirez@haineslawgroup.

Your Street Name, Number and Suite/Apt *

2155 Campus Drive

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

4242922350

Your State *

California

Your Zip/Postal Code *

90245

Court Case Name and Plaintiff Information

Court Case Name

Heather-Ann Montero

Plaintiff Name

Heather-Ann Montero

Order or Judgment Details

Date Court order signed by Judge *

02/03/2025

Gross settlement amount *

7500000.00

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Previous Page

Submit

Gross penalties *

250000.00

Penalties to LWDA *

187500.00

Fee award *

2500000.00

Court Order.Judgment File and Other Files

Court Order or Judgment *

Choose File 2025-02-03 ...y Approval.pdf

Other Attachment

Choose File No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Previous Page

Submit

From: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Tuesday, February 4, 2025 11:15:05 AM

02/04/2025 11:14:49 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

June 13, 2025

Heather-Ann Montero

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
12/31/2022	ALL	Copying cost for December, 2022.	11 0.25	2.75
1/13/2023	IDLC	LWDA Filing of PAGA Letter. Order #: ORD-000206852	1 75.00	75.00
1/17/2023	IDLC	One legal's fee for filing of: Class action complaint, summons, civil case cover sheet (unlimited), Notice of case assignment. Order #: 19640397	1 1,494.53	1,494.53
1/23/2023	IDLC	First legal's service fee for: Service of summons and complaint. Process - Branch 3 days - Signed: Christine Work, agent Base charge + PDF/Ship + Fuel charge Order #: 5207685	1 143.79	143.79
	IDLC	One Legal: Notice of posting of jury fees. Order #: 19683400	1 172.08	172.08
1/30/2023	IDLC	One legal's fee for filing of: Proof of service summons. Order #: 19726822	1 17.66	17.66
1/31/2023	ALL	Postage for January, 2023.	1 13.38	13.38
	ALL	Copying cost for January, 2023.	13 0.25	3.25
3/20/2023	IDLC	One legal's Filing fee for: Proof of service (Not summons and complaint), First amended class and representative action complaint. Order #: 20047236	1 17.66	17.66
	IDLC	One legal's filing fee for: Proof of service (Not summons and complaint). Order #: 20048513	1 17.66	17.66

6/13/2025

			<u>Qty/Price</u>	<u>Amount</u>
3/31/2023	ALL	Postage for March, 2023.	1 1.98	1.98
	ALL	Copying cost for March, 2023.	31 0.25	7.75
5/2/2023	IDLC	One legal's filing fee for: Initial status conference report. Order #: 20330544	1 17.66	17.66
5/12/2023	IDLC	One legal's filing fee for: Notice of rulings at initial status conference. Order #: 20403822	1 17.66	17.66
5/17/2023	IDLC	One legal's filing fee for: Order authorizing electronic service, Proof of service. Order #: 20424969	1 17.66	17.66
5/31/2023	ALL	Postage for May, 2023.	1 2.04	2.04
	ALL	Copying cost for May, 2023.	17 0.25	4.25
6/30/2023	ALL	Postage for July, 2023.	1 0.84	0.84
	IDLC	One legal's filing fee for: Joint status conference report, Proof of service by mail. Order #: 20717458	1 17.66	17.66
	ALL	Copying cost for June, 2023.	14 0.25	3.50
8/5/2023	IDLC	Case Anywhere service fee for 5/1/2023 - 7/31/2023. Invoice #296928	1 115.95	115.95
8/31/2023	ALL	Copying cost for August, 2023.	1 0.25	0.25
10/2/2023	IDLC	One Legal's Filing fee for: Stipulation and order, Proof of service (Not summons and complaint). Order #: 21332454	1 38.25	38.25
10/6/2023	IDLC	Document purchase for: Stipulation and order (name extension), stipulation and order, Joint stipulation to continue the initial status conference pending mediation. Order. Receipt #: PA-2023-246084224	1 3.00	3.00
11/3/2023	ALL	Case Anywhere service fee for 8/1/23-10/31/23 Invoice #306692	1 147.00	147.00

6/13/2025

			<u>Qty/Price</u>	<u>Amount</u>
2/4/2024	IDLC	Case Anywhere service fee for 11/1/2023 - 1/31/2024 Invoice #316530	1 135.00	135.00
2/29/2024	ALL	Westlaw cost for February, 2024.	1 10.70	10.70
	PKH	Expert fee. Services rendered through February 29, 2024. BRG invoice #170731.	1 3,067.00	3,067.00
	ALL	First legal's service fee for: Courtesy Copies of Ex Parte Application. Order #: 5634939 PDF Courtesy Delivery "Advance Fee Please" Base charge	1 35.00	35.00
	ALL	First legal's filing fee for: Plaintiffs Ex Parte Application Requesting an Order to Have a Letter Immediately Sent to Putative Class Members. Order #: 5634933 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 78.55	78.55
3/5/2024	ALL	Transcript Cost for Court Reporter for Hearing on 3/1/24. Invoice #105983	1 950.00	950.00
3/11/2024	PKH	Signature Resolution - mediation fee for April 5, 2024 mediation. Invoice #: PR31374	1 11,450.00	11,450.00
3/13/2024	ALL	One legal's Filing fee for: Notice of Ruling, Proof of Service (not Summons and Complaint). Order #: 22436133	1 19.71	19.71
3/31/2024	ALL	Westlaw cost for March, 2024.	1 68.01	68.01
	ALL	Copying cost for March, 2024.	5 0.25	1.25
4/8/2024	PKH	BRG expert fee for services through March 31, 2024. Invoice #: 172581	1 12,556.50	12,556.50
4/23/2024	IDLC	Pacer expense for March, 2024.	1 6.50	6.50
4/30/2024	ALL	Westlaw cost for April, 2024.	1 25.15	25.15
	ALL	Copying cost for April, 2024.	3 0.25	0.75

6/13/2025

			Qty/Price	Amount
5/6/2024	ALL	Case Anywhere service fee for 2/1/24-4/30/24 Invoice #326898	1 171.00	171.00
8/2/2024	ML	Case Anywhere fee for 5/1/24-7/31/24 Invoice #337961	1 135.00	135.00
11/5/2024	ML	Case Anywhere service fee for 8/1/2024-10/31/2024 Invoice #349502	1 135.00	135.00
11/14/2024	VG	First Legal's service fee for: 5, 7, 6, 1, 2, 4, 8, 3 Deliver Courtesy Copy dept 10. Order #: 5968038 PDF Courtesy Delivery Base Charge + PDF / Ship	1 102.50	102.50
	VG	First Legal's Filing fee for: Motion for Preliminary Approval of Class Action Settlement. Order #: 5968035 Direct E-Filing Base Charge + Additional Charges + Adv/Wit Ck + Check Charge	1 80.10	80.10
11/30/2024	ML	Westlaw cost for November, 2024.	1 45.41	45.41
2/4/2025	ML	Case Anywhere service fee for 11/1/24-1/31/25 Invoice #361586	1 183.00	183.00
3/5/2025	ML	Case Anywhere service fee for 2/1/2025-2/28/2025 Invoice #373281	1 45.00	45.00
4/4/2025	ML	Case Anywhere Service Fee for 3/1/25-3/31/25 Invoice #386054	1 45.00	45.00
5/2/2025	ML	Case Anywhere service fee for 4/1/2025-4/30/2025 Invoice #397975	1 45.00	45.00
5/31/2025	ML	Copying cost for May, 2025.	2 0.25	0.50
6/2/2025	ML	Case Anywhere service fee for 5/1/25-5/31/25 Invoice #410038	1 45.00	45.00
6/30/2025	ML	Copying cost for June, 2025.	2 0.25	0.50
Total additional charges				\$31,790.34
Balance due				\$31,790.34



Paul Haines
Haines law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

March 8, 2024
Client-Matter: 30130-53620
Invoice #: 170731
Tax ID # 27-1451273

Via Email: phaines@haineslawgroup.com

RE: Montero v. Bisco Industries

Services Rendered Through February 29, 2024

Professional Services	\$ 3,067.00	USD
CURRENT CHARGES	\$ 3,067.00	USD

PAYMENT IS DUE BY April 7, 2024

Please direct questions regarding this invoice to: Jon M. DuMond at 850.402.5113 or MDuMond@thinkbrg.com.

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: PNCCUS33
ABA #: 031207607
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: 8026286672
Reference: 170731

Please send remittance advice details to:
remitadvice@thinkbrg.com

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
PO BOX 676158
DALLAS, TX 75267-6158

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
LOCKBOX NUMBER 676158
1200 E CAMPBELL RD, STE 108
RICHARDSON, TX 75081



To: Paul Haines
c/o: Haines law Group
RE: Montero v. Bisco Industries

Page 2 of 3
Invoice # 170731
Client-Matter: 30130-053620

Services Rendered Through February 29, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director Jon M. DuMond	675.00	1.00	675.00
Senior Managing Consultant Brooke Dinwiddie	460.00	5.20	2,392.00
Total Professional Services		<u>6.20</u>	<u>3,067.00</u>



To: Paul Haines
c/o: Haines law Group
RE: Montero v. Bisco Industries

Page 3 of 3
Invoice # 170731
Client-Matter: 30130-053620

Services Rendered Through February 29, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
02/28/24	Brooke Dinwiddie	Reviewed data; loaded data.	0.90
02/29/24	Brooke Dinwiddie	Prepared data.	4.30
02/29/24	Jon M. DuMond	Review data; case discussions.	1.00
Professional Services			<u>6.20</u>



Paul Haines
Haines law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

April 8, 2024
Client-Matter: 30130-53620
Invoice #: 172581
Tax ID # 27-1451273

Via Email: phaines@haineslawgroup.com

RE: Montero v. Bisco Industries

Services Rendered Through March 31, 2024

Professional Services	\$ 12,556.50	USD
CURRENT CHARGES	\$ 12,556.50	USD

PAYMENT IS DUE BY May 8, 2024

Please direct questions regarding this invoice to: Jon M. DuMond at 850.402.5113 or MDuMond@thinkbrg.com.

OTHER OUTSTANDING INVOICES AS OF TODAY

Invoice # 170731 - Dated 03/08/24

3,067.00

Due Date: 04/07/24

PAST DUE

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: PNCCUS33
ABA #: 031207607
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: 8026286672
Reference: 172581

Please send remittance advice details to:
remitadvice@thinkbrg.com

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
PO BOX 676158
DALLAS, TX 75267-6158

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
LOCKBOX NUMBER 676158
1200 E CAMPBELL RD, STE 108
RICHARDSON, TX 75081

cc:

Andrea Parashos

Via Email: adparashos@haineslawgroup.com



To: Paul Haines
c/o: Haines law Group
RE: Montero v. Bisco Industries

Page 2 of 3
Invoice # 172581
Client-Matter: 30130-053620

Services Rendered Through March 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director Jon M. DuMond	675.00	4.70	3,172.50
Senior Managing Consultant Brooke Dinwiddie	460.00	20.40	9,384.00
Total Professional Services		<u>25.10</u>	<u>12,556.50</u>



To: Paul Haines
c/o: Haines law Group
RE: Montero v. Bisco Industries

Page 3 of 3
Invoice # 172581
Client-Matter: 30130-053620

Services Rendered Through March 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
03/01/24	Jon M. DuMond	Review data; case discussions.	1.60
03/04/24	Brooke Dinwiddie	Analyzed data.	2.40
03/05/24	Brooke Dinwiddie	Analyzed data.	2.00
03/06/24	Brooke Dinwiddie	Analyzed data.	7.90
03/06/24	Jon M. DuMond	Review analyses, programs; case discussions.	2.20
03/23/24	Jon M. DuMond	Review new data file.	0.50
03/26/24	Brooke Dinwiddie	Analyzed data.	7.30
03/26/24	Jon M. DuMond	Review analyses; case discussions.	0.40
03/29/24	Brooke Dinwiddie	Reviewed analyses.	0.80

Professional Services

25.10

EXHIBIT 4

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
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{t-1/2}$ Years Out of Law School $i_{t-1/2}$ is calculated from June 1 of each year, when most law students graduate. $i_{t-1/2-3}$ includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{t-1/2-4-7}$ applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{t-1/2-3}$ from June 1, 1996 until May 31, 1999, would move into tier $i_{t-1/2-4-7}$ on June 1, 1999, and tier $i_{t-1/2-8-10}$ on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.