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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 HEATHER-ANN
SISSON (NÉE MONTERO) IN SUPPORT
OF APPROVAL OF CLASS ACTION
SETTLEMENT**

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

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I, Heather-Ann Sisson (née Montero), declare as follows:

1. I am an individual over the age of 18 and am the named Plaintiff in this matter.

This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. After the initiation of this lawsuit, I legally changed my last name from Montero to Sisson.

3. I worked for Bisco Industries, Inc. (“Bisco”) at its Anaheim, California headquarters from approximately July 2018 to May 2022. I was initially hired as a Sales Management Trainee and was later promoted to the position of L3 Salesperson. My job duties involved selling hardware and electrical components to commercial and governmental buyers, including hospitals, automotive companies, and the military, primarily over the telephone. During my employment, I was ostensibly paid on an hourly basis, plus commissions, but Bisco did not actually track the start and end times of my work periods and instead instructed me to simply report exactly 8 hours worked per day, effectively paying me on a salary plus commissions basis. However, my commissions rarely, if ever, constituted more than half of my compensation in any given pay period.

4. In order to complete my job duties, I regularly worked from as early as 7:00 a.m. to as late as 6:00 p.m. or later, but I was never paid any overtime wages. Bisco provided an hour-long lunch period that was supposed to take place from 12:00 p.m. to 1:00 p.m., but it was not recorded in any way, and there were occasions when it did not take place until later in the day due to work demands or needing to cover the phones while the other team members were at lunch.

5. Bisco authorized two 15-minute rest periods per day, but in reality there was not enough time to actually take duty-free rest periods in my experience. Due to work demands and staffing issues, I was often responsible not only for my own clients and quotas, but also needed to cover for other team members when someone quit or was on medical leave, so I was generally not able to actually take my rest periods.

6. During the COVID-19 pandemic, there was a period of time when all Bisco employees had to work from home, and Bisco did not reimburse me for any of my expenses associated with working from home, such as the use of my personal computer, personal phone, and home internet connection.

7. I brought this lawsuit against Bisco because I suspected that Bisco was not paying its employees according to the law and felt that the company should not be allowed to violate the law at its employees' expense. I was willing to attach my name to the lawsuit, even though I understood it would be a public record, because I felt that someone needed to stand up to the company and I was willing to take on that burden for the benefit of the other employees of Bisco.

8. I have been an active participant in this case ever since first consulting with my attorneys in December 2022. In addition to meeting with my attorneys during the initial intake process and providing documents and information needed to initiate the case, I have remained actively involved in facilitating communication between other current and former employees of Bisco and my attorneys. Due to my connections and communication network within Bisco, I was able to immediately alert my attorneys when Bisco began offering their current and former employees money in exchange for signing releases of liability and/or arbitration agreements, and this not only put us in a position to rapidly respond to the development, but it also led to more than 40 Bisco employees contacting my attorneys to assist in the prosecution of the case. It was during this process that my attorneys discovered that not only were the sales staff at Bisco being paid on a salaried basis, but the warehouse and supply chain employees were also being paid the same way, which had not been previously known. I personally have spent a significant amount of time communicating with other Bisco employees both before and after the mediation. I estimate that I have spent at least 25 or more total hours on activities leading to the resolution of this matter.

I declare under penalty of perjury under the laws of the state of California and the United States that the foregoing is true and correct. Executed on September 19, 2024, in Anaheim, California.

Heather-Ann Sisson (Sep 19, 2024 17:53 PDT)

Heather-Ann Sisson (née Montero)