

1 **HAINES LAW GROUP, APC**
2 Paul K. Haines (SBN 248226)
3 phaines@haineslawgroup.com
4 Fletcher W. Schmidt (SBN 286462)
5 fschmidt@haineslawgroup.com
6 Andrew J. Rowbotham (SBN 301367)
7 arowbotham@haineslawgroup.com
8 2155 Campus Drive, Suite 180
9 El Segundo, California 90245
10 Tel: (424) 292-2350
11 Fax: (424) 292-2355
12 *Attorneys for Plaintiff*

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

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

13 Plaintiff,

14 vs.

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

18 Defendants.
19
20
21
22
23
24
25
26
27
28

CASE NO. 23STCV00918

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

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
AWARD**

Date: July 09, 2025
Time: 10:00 a.m.
Dept.: 10

Action Filed: January 23, 2023
Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 Plaintiff Heather-Ann Montero's ("Plaintiff") Motion of for Final Approval of Class
3 Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Award
4 came on regularly for hearing before this Court on July 09, 2025, at 10:00 a.m., pursuant to
5 California Rule of Court 3.769 and this Court's Order granting Preliminary Approval of Class
6 Action Settlement ("Preliminary Approval Order"). Having considered the parties' Class Action
7 and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"), Plaintiff's Motion
8 for Final Approval of Class Action Settlement, and all other documents and evidence presented
9 in support thereof, and recognizing the sharply disputed factual and legal issues involved in this
10 case, the risks of further prosecution, and the benefits to be received by the participating
11 Settlement Class members pursuant to the Settlement, the Court hereby makes a final ruling that
12 the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arms'-
13 length negotiations between the parties. Good cause appearing therefor, the Court hereby
14 GRANTS Plaintiff Motion for Final Approval of Class Action Settlement and HEREBY
15 ORDERS THE FOLLOWING:

16 1. Final judgment is hereby entered in conformity with the Settlement and this Final
17 Approval Order.

18 2. The conditional class certification contained in the Preliminary Approval Order is
19 hereby made final, and the Court thus certifies, for purposes of the Settlement, the following
20 Settlement Class:

21 All current and former nonexempt employees of Bisco Industries, Inc.,
22 ("Defendant") in California who worked at any time between January 13, 2019,
and August 23, 2024 (the "Class Period").

23 3. Plaintiff Heather-Ann Montero is hereby confirmed as the Class Representative.
24 Fletcher W. Schmidt, Paul K. Haines, and Andrew J. Rowbotham of Haines Law Group, APC,
25 are hereby confirmed as Class Counsel.

26 4. Notice was provided to the Settlement Class members as set forth in the Settlement
27 Agreement, which was preliminarily approved by the Court on February 13, 2025, and the notice
28 process has been completed in conformity with the Settlement and this Court's orders. The Court

1 finds that said notice constituted reasonable notice under the circumstances. The notice provided
2 due and adequate notice of the proceedings and matters set forth therein, informed Settlement
3 Class members of their rights, and fully satisfied the requirements of California Code of Civil
4 Procedure § 382, California Rules of Court 3.766 and 3.769, due process, the California and
5 United States Constitutions, and other applicable law.

6 5. The Court finds that no Settlement Class members opted out from the Settlement,
7 resulting in a 100% participation rate. The Court determines that this response supports final
8 approval.

9 6. The Court hereby approves the Settlement as set forth in the Settlement Agreement
10 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
11 according to its terms.

12 7. For purposes of settlement only, the Court finds that: (a) the members of the
13 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
14 (b) there are questions of law or fact common to the Settlement Class members, and there is a
15 well-defined community of interest among Settlement Class members with respect to the subject
16 matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the
17 Settlement Class members; (d) the Class Representative has fairly and adequately protected the
18 interests of the Settlement Class members; (e) a class action is superior to other available methods
19 for an efficient adjudication of this controversy; and (f) Class Counsel is qualified to serve as
20 counsel for the Class Representative and the Settlement Class members.

21 8. The Court finds that given the absence of objections, and objections being a
22 prerequisite to appeal, this Order shall be considered final as of the Effective Date, as that term is
23 defined in the Settlement Agreement.

24 9. As of the date that this Judgment becomes final, all participating Settlement Class
25 members, on behalf of themselves and their respective former and present representatives, agents,
26 attorneys, heirs, administrators, successors, and assigns, will release Defendant, its past and
27 present parent companies, subsidiaries and affiliates, and their respective present and former
28 officers, directors, principals, heirs, stockholders, agents, managers, employees, insurers, co-

1 insurers, reinsurers, attorneys, accountants, auditors, advisors, registered representatives,
2 consultants, consultants, pension and welfare benefit plans, plan fiduciaries, administrators,
3 trustees, partners, predecessors, successors, assigns, and any other persons acting by, through,
4 under, or in concert with any of them (collectively, the “Released Parties”), from any and all
5 federal and California state law wage-and-hour claims, rights, demands, liabilities, and/or causes
6 of action, that were asserted or could have been asserted based on the facts and claims alleged in
7 *Heather-Ann Montero vs. Bisco Industries, Inc.*, Case No. 23STCV00918 initiated on January 23,
8 2023, and pending in Superior Court of the State of California, County of Los Angeles (the
9 “Action”), that arose during the Class Period. Except as to the separate release for Aggrieved
10 Employees, participating Settlement Class members do not release any other claims, including
11 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
12 Act, unemployment insurance, disability, social security, workers’ compensation, or claims based
13 on facts occurring outside the Class Period. The time period covered by this release will mirror
14 the Class Period.

15 10. As of the date that this Judgment becomes final, all Aggrieved Employees, defined
16 as all current and former nonexempt employees of Defendant in California who worked at any
17 time between January 13, 2022, and August 31, 2024 (the “PAGA Period”), are deemed to release,
18 on behalf of themselves and their respective former and present representatives, agents, attorneys,
19 heirs, administrators, successors, and assigns, the Released Parties from civil penalties resulting
20 from claims, demands, rights, liabilities and causes of action under the PAGA, premised on the
21 facts, claims, causes of action or legal theories pled in the Action (or Plaintiff’s letter to the
22 LWDA dated January 13, 2022), or which could have been alleged based on the factual allegations
23 therein, that arose during the PAGA Period. The time period covered by this release will mirror
24 the PAGA Period. The PAGA release does not include Aggrieved Employees’ underlying wage
25 and hour claims.

26 11. The Court orders Defendant to deposit the outstanding balance of the Gross
27 Settlement Amount of \$7,683,229.91 with CPT Group, Inc. (the “Settlement Administrator”) on
28 the later of fifteen (15) calendar days after the Administrator provides all information necessary

1 for Defendant to transfer funds to a Qualified Settlement Fund, or fifteen days after the Effective
2 Date, as provided for in the Settlement.

3 12. The Court finds that the Individual Settlement Payments, as defined and provided
4 for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator
5 to distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

6 13. The Court finds that the payment to the State of California Labor and Workforce
7 Development Agency (“LWDA”) in the amount of \$187,500.00 for its 75% share of the civil
8 penalties allocated under the PAGA is fair, reasonable and adequate, and orders the Settlement
9 Administrator to distribute this payment to the LWDA in conformity with the terms of the
10 Settlement.

11 14. The Court finds that the Class Representative Enhancement Award in the amount
12 of \$10,000.00 to the named Plaintiff is appropriate in recognition of the risks undertaken by
13 Plaintiff; for the amount of time and effort spent by Plaintiff as the Class Representative; for the
14 service Plaintiff provided to the Settlement Class members; for Plaintiff’s general release of
15 claims provided as part of the Settlement Agreement; and for serving the interests of the
16 Settlement Class members. The Court finds that this amount is fair, reasonable, and adequate, and
17 orders that the Settlement Administrator make this payment in conformity with the terms of the
18 Settlement.

19 15. The Court finds that attorneys’ fees in the amount of \$2,561,076.64 for Class
20 Counsel are fair, reasonable, and adequate in light of the common fund provided for the benefit
21 of the Settlement Class members, and orders that the Settlement Administrator distribute these
22 payments to Class Counsel in conformity with the terms of the Settlement. The Court finds that
23 the time devoted to the matter by Class Counsel was reasonably necessary in the investigation
24 and prosecution of this action and that the fees are appropriately awarded in light of the benefit
25 provided to the Settlement Class members by Class Counsel’s efforts.

26 16. The Court finds that reimbursement of actual litigation costs of \$32,037.23 for
27 Class Counsel are fair, reasonable, and adequate, and orders that the Settlement Administrator
28 distribute these payments to Class Counsel in conformity with the terms of the Settlement.

1 17. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from
2 the Maximum Settlement Amount for all of its work done and to be done until the completion of
3 this matter, and finds that sum appropriate.

4 18. Any funds from Individual Settlement Payments remaining uncashed after the
5 180-day check-cashing deadline shall be transferred to the California Controller's Unclaimed
6 Property Fund in the name of the Settlement Class Member.

7 19. Pursuant to California Rule of Court 3.771(b), the Court orders the Settlement
8 Administrator to post notice of this Judgment and Order on its website for the Settlement Class
9 members and aggrieved employees for a period of sixty (60) calendar days.

10 20. Pursuant to California Code of Civil Procedure § 664.6 and Rule 3.769(h) of the
11 California Rules of Court, the Court will retain jurisdiction over this action and the parties until
12 final performance of the Settlement Agreement.

13 21. This document shall constitute a final judgment pursuant to California Rule of
14 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
15 approval hearing, the court must make and enter judgment. The judgment must include a
16 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
17 judgment. The court may not enter an order dismissing the action at the same time as, or after,
18 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
19 Approval Order, and this Judgment, pursuant to California Rule of Court 3.769(h) and California
20 Code of Civil Procedure § 664.6.

21 22. Plaintiff will submit to the Court a final report in the form of a declaration from
22 the Settlement Administrator on or before April 17, 2026, setting forth the total amount that was
23 paid to participating Settlement Class members, the number and amount of any uncashed checks,
24 and the date by which the uncashed funds will be remitted to the State Controller. The Court will
25 hold a final accounting hearing to review the report and determine if any further reports or
26 hearings are necessary on:

27 ☐ April 24, 2026 at 9:00 a.m.

28 ☐ _____ at _____ a.m./p.m.

1 **IT IS SO ORDERED.**

2
3 Dated: _____, 2025

4 _____
5 Honorable William F. Highberger
6 Judge of the Superior Court
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28