

HAINES LAW GROUP, APC

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

WILLIAM BOWEN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

THE F. A. BARTLETT TREE EXPERT
COMPANY, a Connecticut Corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 24CV05757

*[Assigned for all purposes to the Hon.
Thomas Anderle, Dept. 3]*

**DECLARATION OF PLAINTIFF
WILLIAM BOWEN IN SUPPORT OF
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 22, 2026
Time: 10:00 a.m.
Dept.: 3

Action Filed: October 16, 2024
Trial Date: None Set

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I, WILLIAM BOWEN, 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. I worked for Defendant The F.A. Bartlett Tree Expert Company (“F.A. Bartlett”) from approximately July 31, 2023, until approximately July 19, 2024, in the non-exempt positions of “Crew Leader” and “Plant Health Care Specialist.” During my employment with F.A. Bartlett, I was subject to F.A. Bartlett’s wage and hour policies and practices at issue in this action.

3. During my employment with F.A. Bartlett, I was told by my supervisors which times to record for the start and end of my shifts, as well as for my meal periods, regardless of when F.A. Bartlett actually required me to work. Specifically, I was told to record that I took a meal period of exactly 30 minutes before the end of the fifth hour of work on every shift, whether or not I actually received a compliant meal period on that shift. I was often not able to take a meal period due to work demands imposed by my supervisors. I was also frequently required to work off-the-clock before and after my recorded shift times, resulting in me not being paid for all the hours I worked. When I worked off-the-clock during my meals, I was also not compensated for wages earned during this time. In addition, due to work demands, I was not permitted to take 10-minute rest periods, and I was also not permitted to leave the worksite during my meal or rest breaks, even to purchase food or use the restroom. Furthermore, I was not reimbursed for use of my personal cell phone even though I was required to use my cell phone for work. As a result of these violations, it is my understanding that F.A. Bartlett did not issue accurate wage statements or pay all of my wages after my employment ended.

4. I have been actively involved in this case since I first retained Haines Law Group, APC (“HLG”) in September 2024. Without waiving the attorney-client privilege, I have had many discussions with the attorneys and staff at HLG, including regarding F.A. Bartlett’s wage and hour policies and my claims in this case, litigation strategy, potential witnesses, updates on how

1 the case was proceeding, and how I could help the case and the potential Settlement Class
2 members. I reviewed and responded to formal written discovery requests and searched for
3 documents that were responsive to F.A. Bartlett's requests. I met several times with my attorneys,
4 over phone and via videoconference, to prepare for my deposition. On February 21, 2025, I
5 traveled to my attorneys' offices and sat for a full-day deposition. I provided information and
6 documents to my attorneys to assist them in mediation and negotiating the Settlement. I also spent
7 time reviewing and discussing the Settlement Agreement as well as other documents from my
8 attorneys, and reviewing my own records for documents that would be potentially relevant to the
9 case. In total, I estimate that I have spent approximately 75-80 hours in connection with this case
10 since I first retained HLG in 2024.

11 5. When I retained HLG and decided to pursue this case, I understood it could benefit
12 former and current employees of F.A. Bartlett by helping to recover unpaid wages, meal and rest
13 period premiums, and other penalties on their behalf. I also knew there was a risk I could be liable
14 for F.A. Bartlett's costs if we lost the case. I also understood that filing a lawsuit is a public record.
15 However, I accepted those risks because I wanted F.A. Bartlett to pay its current and former
16 employees properly and to provide them proper breaks. As far as I am aware, I have no actual or
17 potential conflicts with any of the Settlement Class members.

18 6. As part of the proposed Settlement, and in exchange for my requested
19 enhancement payment, I have also agreed to a full release of claims related to my employment
20 with F.A. Bartlett that extends beyond the release of claims applicable to other Settlement Class
21 members.

22 7. I understand that my attorneys will request that the Court approve an enhancement
23 payment of \$10,000 for my efforts on behalf of the Settlement Class members, as well as my full
24 release of claims. I believe this amount is reasonable based on the amount of time and effort I
25 have devoted to this case, the amount of time that has passed since my lawsuit was first filed in
26 October 2024, as well as the risks I have undertaken as a class representative, as described above.
27 This proposed enhancement payment is not contingent upon me supporting the proposed
28 Settlement.

1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct. Executed on April 30, 2026 at Santa Barbara,
3 California.

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William Bowen (Apr 30, 2026 11:17:22 PDT)
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