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

MARIE REBELO SHOWALTER, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

NORTHERN CALIFORNIA CHAIR
CORPORATION, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 21CV376845

[Assigned for all purposes to the Honorable
Theodore C. Zayner, Department 19]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 1, 2023

Time: 1:30 P.M.

Dept.: 19

Complaint Filed: March 2, 2021

Jury Trial Date: None set

1 Plaintiff Marie Rebelo Showalter’s (“Plaintiff”) application for an Order Granting
2 Preliminary Approval of Class Action Settlement was filed with the Court on October 10, 2023, and
3 a hearing was held before this Court on November 1, 2023. Appearances for Plaintiff and
4 Defendant Northern California Chair Corporation (“Defendant”) were noted on the record.

5 Having considered the Class Action and PAGA Settlement Agreement (“Agreement”) and
6 all other papers filed in this action, the Court HEREBY FINDS AND ORDERS as follows:

7 1. This Court grants preliminary approval of the Agreement between Plaintiff and
8 Defendant filed herewith. The Agreement appears to be fair, adequate, and reasonable to the Class.

9 2. The Class Representative and Defendant (hereafter, “Settling Parties”), through their
10 counsel of record in the Litigation, have reached an agreement to settle the class and PAGA claims
11 in the Litigation as set forth in the Settlement Agreement, on behalf of the Class (as defined below
12 and in the Agreement).

13 3. The Court hereby conditionally certifies the following Class for settlement purposes
14 only: all current and former non-exempt sales employees who worked for Defendant in California
15 any time between May 1, 2019 and July 11, 2023, inclusive (the “Class” or “Class Members”).

16 Should for whatever reason the Agreement not become Final, the fact that the Parties were
17 willing to stipulate to certification of a class as part of the Agreement shall have no bearing on, or
18 be admissible in connection with, the Litigation or the issue of whether a class should be certified in
19 a non-settlement context.

20 4. The Court appoints and designates: (a) Plaintiff Marie Rebelo Showalter as the Class
21 Representative and (b) Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C. as Class
22 Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all
23 acts or consents required by, or which may be given, pursuant to the Agreement, and such other acts
24 reasonably necessary to finalize the Agreement and its terms. Any Class Member may enter an
25 appearance through his or her own counsel at such Class Member’s own expense. Any Class
26 Member who does not enter an appearance or appear on his or her own behalf will be represented
27 by Class Counsel.

28 5. The Court hereby approves the terms and conditions provided for in the Agreement.

1 The Court finds that on a preliminary basis the Agreement falls within the range of reasonableness
2 of a settlement, including the amount of the PAGA penalties, and appears to be presumptively
3 valid, subject only to any objections that may be raised at the final fairness hearing and final
4 approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair,
5 adequate, and reasonable as to all potential Class Members when balanced against the probable
6 outcome of further litigation relating to liability, class certification, and damages issues. It also
7 appears that investigation and research into the claims, liability, and damages have been conducted
8 so that counsel for the Settling Parties are able to reasonably evaluate their respective positions. It
9 appears to the Court that settlement at this time will avoid substantial additional costs by all Settling
10 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of
11 the Litigation. It also appears that settlement has been reached as a result of intensive, serious, and
12 non-collusive arm's-length negotiations.

13 6. A final fairness hearing on the question of whether the proposed Agreement, the
14 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, payment to
15 the Settlement Administrator, payment to the Labor Workforce & Development Agency and
16 Aggrieved Employees, and the service award to the Class Representative should be finally
17 approved as fair, reasonable, and adequate as to the members of the Class is hereby set for
18 _____, at 1:30 p.m. in this Court. The Motion for Final Approval shall be
19 filed by the Class Representative no later than sixteen (16) court days before the final fairness
20 hearing.

21 7. The Court hereby approves, as to form and content, the Notice of Proposed Class
22 Action Settlement ("Notice of Settlement") to be sent to Class Members, which is attached herein
23 as **Exhibit A**. The Court finds that distribution of the Notice of Settlement to Class Members
24 substantially in the manner and form set forth in the Agreement and this Order meets the
25 requirements of due process and shall constitute due and sufficient notice to all parties entitled
26 thereto.

27 8. The Court appoints and designates Phoenix Settlement Administrators as the
28 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the

1 approved Notice of Settlement to Class Members using the procedures set forth in the Agreement.

2 9. Any Class Member may choose to opt out of and be excluded from the Settlement as
3 provided in the Agreement and Notice of Settlement, and by following the instructions for
4 requesting exclusion. Any person who timely and properly opts out of the Settlement will not be
5 bound by the Agreement except for the Precluded PAGA Claims, from which there is no opt out, or
6 have any right to object, appeal, or comment thereon. Any Requests for Exclusion must be in
7 writing and signed by each such Class Member opting out and must otherwise comply with the
8 requirements delineated in the Notice of Settlement. Class Members who have not requested
9 exclusion by submitting a valid and timely request by the deadline shall be bound by all
10 determinations of the Court, the Agreement, and Judgment.

11 10. Any Class Member may object to the Agreement or express his or her views
12 regarding the Agreement, and may present evidence and file briefs or other papers that may be
13 proper and relevant to the issues to be heard and determined by the Court as provided in the Notice
14 of Settlement.

15 11. The Court reserves the right to adjourn or continue the date of the Settlement
16 Fairness Hearing and all dates provided for in the Agreement without further notice to the Class,
17 and retains jurisdiction to consider all further applications arising out of or connected with the
18 Agreement.

19 IT IS SO ORDERED.

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21 DATED: _____

22 HON. THEODORE C. ZAYNER
23 SUPERIOR COURT OF CALIFORNIA
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