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Attorneys for Plaintiff and the Class

**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]

**DECLARATION OF LARRY W. LEE IN
SUPPORT OF 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

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I, Larry W. Lee, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Plaintiff Marie Rebelo Showalter (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. From the inception of the case, Class Counsel has zealously represented the interests of the Class. Class Counsel exchanged written discovery and engaged in significant meet and confer discussions with opposing counsel to obtain informal data and documents on behalf of the Class. This settlement was obtained for the benefit of the Class, as opposed to the individual Class Representative.

3. I have spent significant time researching and pursuing the claims that have been alleged in this action. The Parties engaged in formal discovery, as well as informal discovery in connection with mediation, and participated in the exchange of class data and Defendant's pertinent policies and practices. Based on my review of all the documents and information, and based on my experience in class action litigation, I believe this settlement to be fair, adequate, and reasonable.

4. I was retained based upon a contingency fee arrangement wherein Plaintiff's counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a significant amount of time, money and other resources without any benefit or return. In addition, had Plaintiff also failed to prevail in the present case, Defendant would have been able to seek costs in connection with their defense of the case.

5. Any remaining monies from uncashed settlement checks will be distributed to Legal Aid at Work. Plaintiff and Plaintiff's counsel do not have any relationship with or connection to Legal Aid at Work.

6. I am one of the primary attorneys on this matter. My qualifications are as follows: I received my J.D. from Arizona State University College of Law in 2003. During law school, I was a summer associate at the law firm of Brobeck, Phleger & Harrison. I graduated cum laude from

1 Arizona State University College of Law in the top 10% of my class. While I was in law school, I
2 was the Associate Managing Editor of the Arizona State University College of Law, Law Journal.
3 Upon graduation, I practiced law as an associate at the Los Angeles County offices of Ogletree
4 Deakins Nash Smoak & Stewart, P.C., a national employment defense law firm that represents a
5 significant number of Fortune 500 companies.

6 7. My firm's primary focus is employment law. I have handled a number of wage and
7 hour matters including class actions and multiple-plaintiff actions. I have a practice that
8 encompasses cases in the Los Angeles Superior Courts, the Orange County Superior Courts, the
9 San Francisco County Superior Courts, the San Diego County Superior Courts, and the United
10 States District Courts for the Central, Eastern, Northern, and Southern Districts of California.

11 8. I have been named as class counsel in a number of class actions that have been
12 granted final approval by the Superior Courts of Los Angeles County, Orange County, San
13 Francisco County, Alameda County, Contra Costa County, Monterey County, San Bernardino
14 County, Santa Clara County, Sonoma County, and the United States District Court for the Central,
15 Eastern, and Northern Districts of California, including but not limited to the following class
16 actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco Superior Court Case No. CGC-05-
17 445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County Superior Court Case No.
18 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV 06-0196-RSWL (PJWx);
19 *Universal Protection Overtime Cases*, Orange County Superior Court, Judicial Council
20 Coordination Proceeding No. 4480; *Tse v. Best Buy*, Los Angeles Superior Court Case No.
21 BC392717; *Hernandez v. CVS Corp. et al.*, Judicial Council Coordination Proceeding No. 4539;
22 *Padilla v. Safeway*, San Benito County Superior Court Case No. CU-16-00182; *Valles v.*
23 *Community Hospital of the Monterey Peninsula*, Monterey County Superior Court Case No.
24 17CV003452; *DirecTv Wage and Hour Cases*, Santa Clara Superior Court Judicial Council
25 Coordination Proceeding No. 4850; *Perez v. Standard Drywall, Inc.*, Alameda County Superior
26 Court Case No. RG15761142; and *Davis v. Nugget Market, Inc.*, Yolo County Superior Court Case
27 No. CV-18-558.

28 9. My co-counsel and I will adequately represent the Class Members in this action.

1 Class Counsel has and will zealously represent Plaintiff and the Class and pursue this lawsuit to its
2 conclusion.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct.

5 Executed on this 10th day of October 2023, at Los Angeles, California.

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