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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]

**DECLARATION OF MARIE REBELO
SHOWALTER IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 8, 2024

Time: 1:30 P.M.

Dept.: 19

Complaint Filed: March 2, 2021

Jury Trial Date: None set

DECLARATION OF MARIE REBELO SHOWALTER

I, Marie Rebelo Showalter, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I worked for Defendant Northern California Chair Corporation ("Defendant") as a Sales Associate from about December 2019, until about December 2020. Throughout my employment with Defendant, I worked as an hourly, non-exempt employee.

3. During my employment with Defendant, I earned overtime and non-discretionary wages, such as commission pay, during the same workweek. Whenever these wages were paid to me, however, overtime was paid at my base rate of pay rather than the regular rate of pay with the non-discretionary pay factored in.

4. Due to Defendant's scheduling practices and lack of employee coverage, I was routinely unable to take off-duty meal breaks and continued working during shifts of five hours or more, since no other employees were able to cover my work duties. I did not receive meal period premium compensation in lieu of receiving proper meal breaks.

5. Moreover, I was regularly required to use my personal cell phone for work purposes. I was not reimbursed for the costs of said use.

6. As a result of the underpayment of overtime and nonpayment of meal period premiums, the wage statements I received reflected inaccurate rates of pay and gross and net wages earned. In addition, I have not received all wages owed to me upon separation of employment.

7. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including meeting with them and providing them with documents and information. I have spent a significant amount of time meeting and/or conferring with my attorneys in connection with the assistance/prosecution of the class claims. I estimate that I spent approximately 25-30 hours in connection with the assistance/prosecution of the class claims in this lawsuit. This includes engaging in numerous telephonic discussions with my counsel regarding the case, searching for and providing various documents relating to my claims, reviewing various files and pleadings in this

1 case, including my PAGA letter, the complaint, and the settlement agreement in this case.

2 Throughout this case, I have continuously been kept apprised of the status of this case and have
3 assisted my attorneys on countless occasions.

4 8. I understand that this action was brought on behalf of all other employees in the
5 State of California, and that I am acting as a representative for the Class. As the Class
6 Representative, I understand that it is my responsibility to act in the best interests of the Class and
7 not my own. I agree that I will not put my own interests ahead of those of the Class. Moreover, I am
8 not aware of any conflicts that exist between my interests and the interests of the Class that would
9 impair or affect my ability to serve as representative for the Class.

10 9. I have and continue to be willing to assist in the investigation of this matter,
11 including meeting, conferring, discussing the case with my attorneys, providing any necessary
12 information and documents, making myself available for trial or any further proceedings in this
13 matter as required to represent the interests of the Class. I also understand my duties and
14 responsibilities to the proposed Class and will carry out those duties as necessary. I do not have
15 any conflicts of interest with Legal Aid at Work.

16 10. I have discussed the terms of the Class and PAGA Action Settlement Agreement
17 (“Agreement”) with my attorneys, and based on the information provided, I believe the settlement
18 to be fair, adequate, and reasonable for myself and for the entire Class.

19 11. I understand that I could have been liable for Defendant’s legal costs had Defendant
20 prevailed. I also understand that this lawsuit was filed in the public court records, which may affect
21 my ability to obtain future employment.

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6 Executed on this 12 day of April 2024, at Visalia, California.

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