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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 YAMI BURNS
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: May 8, 2024

Time: 1:30 P.M.

Dept.: 19

Complaint Filed: March 2, 2021

Jury Trial Date: None set

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Showalter v. Northern California Chair Corporation* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On January 3, 2024, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and pay periods for each Class Member (“Class List”) during the Class Period. The final mailing list contained two hundred forty (240) individuals identified as Class Members.

4. On January 4, 2024, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On January 30, 2024, Phoenix mailed the Notice via U.S. first class mail, to all contained two hundred forty (240) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, four (4) Notices have been returned to Phoenix. For the four (4) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. We obtained four (4) updated addresses and the Notices were promptly re-mailed to that Class Member via first class mail.

7. As of the date of this declaration, zero (0) remains undeliverable.

8. Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was March 15, 2024.

9. Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was March 15, 2024.

10. Phoenix has received two (2) Workweek disputes from Class Members. The deadline for submitting a dispute was March 15, 2024.

11. There are two hundred forty (240) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Participating Class Members, representing 100% of the Class. Participating Class Members have worked a collective total of six thousand four hundred fifty-nine (6,546) Compensable Pay Periods during the Class Period. Each Compensable Pay Periods is valued at approximately \$40.16.

12. The Escalator Clause of the Settlement Agreement indicates if the actual number of pay periods during the Class Period is more than 5% greater than six thousand one hundred seventy-

two (6,172) pay periods, the Gross Settlement Amount be increased proportionally based on the percentage amount over 6,172 pay periods. The total number of pay periods during this period was six thousand four hundred fifty-nine (6,546), which exceeds the Escalator Clause by three hundred seventy-four (374) pay periods. The additional amount due for the Escalator is \$30,300.00.

13. The Net Settlement Amount of \$276,893.03 available to pay Participating Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$166,667.00 plus additional Escalator fees of \$10,098.99 = \$176,765.99 total), and Class Counsel costs (\$8,390.98), requested Incentive Payment to Plaintiff Showalter (\$10,000.00), the PAGA Amount (\$50,000.00), and the requested Settlement Administration Costs (\$8,250.00) from the Gross Settlement Amount (\$530,300.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately \$4,652.95, the lowest Individual Settlement Payment to be paid is approximately \$42.30, while the average Individual Settlement Payment to be paid is approximately \$1,158.55. Participating Class Members will be issued payment of their Individual Settlement Payments subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment (the net payment is their "Individual Settlement Payment").

15. Additionally, \$50,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$37,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$12,500.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are two hundred eight (208) Aggrieved Employees who worked a total of five thousand one hundred seventy-eight (5,178) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$214.85, and the average Individual PAGA Payment to be paid is approximately \$59.52.

16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in addition to the Gross Settlement Amount.

17. Phoenix's costs associated with the administration of this matter are \$8,250.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 15th day of April 2024, at Orange, California.

Jami Burns
YAMI BURNS

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Marie Rebelo Showalter v. Northern California Chair Corporation

Santa Clara County Superior Court, Case No. 21CV376845

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To: all current and former non-exempt sales employees who worked for Defendant in California any time between May 1, 2019, and July 11, 2023 (“Class Members”).

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Marie Rebelo Showalter (“Plaintiff” or “Class Representative”) against Northern California Chair Corporation (“Defendant”) on March 2, 2021. The case is currently pending in the Santa Clara County Superior Court, Case No. 21CV376845.

The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal periods, did not properly pay employees all overtime wages owed for time worked, did not provide complete, accurate wage statements, did not reimburse business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). The lawsuit claims that as a result of the alleged violations, Plaintiff and Class Members are entitled to recover damages, penalties and restitution. Defendant denies all alleged violations and denies that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Santa Clara County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Class and PAGA Action Settlement Agreement (“Agreement” or “Settlement”). On November 30, 2023, the Court granted preliminary approval of the Settlement, appointed Plaintiff Marie Rebelo Showalter as the Class Representative, and appointed her attorneys at Diversity Law Group, P.C. as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendants as a non-exempt sales employee who worked for Defendant in California any time between May 1, 2019, and July 11, 2023 (the “Class Period”).

You are also an Aggrieved Employee, if you were employed by Defendants as a non-exempt sales employee who worked for Defendant in California any time between February 12, 2020, and July 11, 2023 (the “PAGA Period”).

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Five Hundred Fifty-Nine Thousand Four Hundred Dollars (\$559,400.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Gross Settlement Amount or One Hundred Eighty-Six Thousand Four Hundred Sixty-Seven 4/100 Dollars (\$186,467.04).
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty-Five Thousand Dollars (\$25,000.00).

- C. **Class Representative Enhancement Payment** in an amount not to exceed Ten Thousand Dollars (\$10,000.00).
- D. **Settlement Administration Costs** which are currently estimated to be Eight Thousand Two Hundred and Fifty Dollars (\$8,250.00); and
- E. **PAGA Payment** in the amount of Fifty Thousand Dollars (\$50,000.00) for the settlement of claims arising under the PAGA. Seventy-Five percent (75%) of this amount, (\$37,500.00) shall be paid to the California Labor & Workforce Development Agency. The remaining twenty-five percent (25%) (\$12,500.00) will be distributed to the Aggrieved Employees, for the release of their claims as set forth in the PAGA Release, described below in Section 7.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of pay periods you worked in California as a non-exempt sales employee who worked for Defendant in California any time between May 1, 2019, and July 11, 2023 (“Pay Periods”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

ONLY FOR PAGA MEMBERS: Your share of the PAGA Payment is calculated on a *pro rata* basis based on the total number of weeks you worked (full or partial) worked by each Aggrieved Employee during the PAGA Period. This portion of the Settlement will be categorized as 100% penalties and subject to an IRS Form 1099.]

Your Individual Settlement Payment will be apportioned as thirty percent (30%) wages, seventy percent (70%) interest and penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX pay periods during the Class Period. Your Individual Settlement Payment is \$XXX. XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

This Amount was determined based on Defendant’s record of your employment between May 1, 2019, through July 11, 2023, and is presumed correct. If you dispute the accuracy of Defendant’s records as to the number of pay periods during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by March 15, 2024. All disputes regarding your Pay Periods will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
showalter-v-northern-california-chair.phoenixcases.com

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendant and entry of Final Approval Order and Final Judgment by the Court, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the “Released Parties” from the “Released Class Claims” for the “Class Period.”

The “Released Parties” means Defendant Northern California Chair Corporation, and all its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its or their respective shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Class Claims.

The “Released Class Claims” means any and all claims arising during the Class Period, inclusive, under state or local law, reasonably arising out of the factual allegations and claims pleaded in the Complaint in this Action (i.e., Violations of Labor Code §§ 226, 226.7, 510, 512, 558, 1194, 2698, and 2802; Business and Professions Code § 17200, et seq.) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to provide meal periods; (2) inaccurate wage statements; (3) failure to pay all overtime wages owed; (4) failure to reimburse employees for all necessary business expenses; (5) all violations of the applicable Wage Orders based on the facts alleged in the Complaint; (7) all violations of California’s unfair competition law based on the facts alleged in the Complaint; and (9) interest, fees, and costs.

All Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the claims articulated in the “PAGA Release” with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

“PAGA Release” means the following release: all rights to PAGA claims premised on Labor Code §§ 226, 226.7, 510, 512, 558, 1194, 2802 and based on the facts alleged in the Complaint and any interest, fees, and costs arising during the PAGA Period (the “Precluded PAGA Claims”).

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Released Parties with respect to the Released Class Claims (other than those which fall within the definition of the PAGA Release), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive your share of payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Marie Rebelo Showalter v. Northern California Chair Corporation*.”

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by March 15, 2024. You cannot exclude yourself by phone.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
showalter-v-northern-california-chair.phoenixcases.com

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You may still receive a portion of the PAGA Payment if you worked during the PAGA Period, because the request for exclusion does not apply to the PAGA Release. You will not be legally bound by the release of Released Class Claims.

If you exclude yourself, you may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims (except for Released Class Claims that fall within the definition of the PAGA Release).

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court has approved Diversity Law Group, P.C. as Class Counsel. The firm’s contact information is:

DIVERSITY LAW GROUP, P.C.
Larry W. Lee, Esq.
lwlee@diversitylaw.com
Max W. Gavron, Esq.
mgavron@diversitylaw.com
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555

Class Counsel will ask the Court for attorneys’ fees of up to \$166,667.00 and reimbursement of litigation cost/expenses of up to \$25,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

10. What if I want to object to this settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you should mail your written objection to the Settlement Administrator no later than March 15, 2024. Your objection must include your full name, the specific reasons for your objection, and evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider. You may also come to the Final Approval Hearing on May 8, 2024, at 1:30 p.m., and make an objection at that time, regardless of whether you submitted a written objection. Instructions on how to do so are in Section 12, below.

11. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

12. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend. The Court will hold the Final Approval Hearing on May 8, 2024, at 1:30 p.m., in Department 19 of the Santa Clara County Superior Court located at 191 North First Street, San Jose, California 95113.

Class members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

13. Do I have to come to the hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

Class members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to participate in any other lawsuit against Defendants or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be paid to Legal Aid at Work, a non-profit legal entity, to further the objectives of the underlying class action, or promote the law consistent with the objectives of the underlying class action.

GETTING MORE INFORMATION

15. How do I get more information?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Santa Clara County Superior Court, located at 191 N. First Street, San Jose, CA 95113, and may also be reviewed online at <https://www.sccscourt.org/>.

WHAT IF MY INFORMATION CHANGES?

16. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	240
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	240
Subtotal Admin Only	\$8,380.55

TOTAL COSTS	\$8,250.00
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April 9, 2024

Case: Showalter v. Nothern California Chair Corp.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	5	\$625.00
Programming Database & Setup	\$125.00	5	\$625.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	24	\$48.00
NCOA (USPS)	\$0.15	240	\$36.00
		Total	\$1,474.00

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.15	240	\$36.00
Notice Packet & Opt-Out Form	\$0.95	240	\$228.00
Estimated Postage (up to 1 oz.)	\$0.60	240	\$144.00
Language Translation	\$0.00	0	\$0.00
		Total	\$783.00

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	5	\$275.00
Skip Tracing Undeliverables	\$1.00	40	\$40.00
Remail Notice Packets	\$0.95	41	\$38.95
Estimated Postage	\$0.60	41	\$24.60
Programing Undeliverables	\$50.00	1	\$50.00
		Total	\$428.55

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
		Total	\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	240	\$240.00
Estimated Postage Checks, W2 and 1099	\$0.50	240	\$120.00
Total			\$1,825.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,950.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$8,380.55