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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 FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: May 8, 2024
Time: 1:30 P.M.
Dept.: 19

Complaint Filed: March 2, 2021
Jury Trial Date: None set

1 Plaintiff Marie Rebelo Showalter and Defendant Northern California Chair Corporation
2 (“Defendant”) (collectively, the “Settling Parties”) have entered into the Class and PAGA Action
3 Settlement Agreement (“Agreement”) to settle the above-captioned class action subject to the
4 Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
6 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
7 submitted, and the presentations made in connection with the Motion which came on for hearing on
8 May 8, 2024.

9 **I. BACKGROUND**

10 On March 2, 2021, Plaintiff initiated this action in the Superior Court of California, County
11 of Santa Clara, alleging the following class and PAGA claims: (1) violation of Labor Code §§ 510,
12 558, and 1194; (2) violation of Labor Code §§ 226.7 and 512; (3) violation of Labor Code § 2802;
13 (4) violation of Labor Code § 226; (5) violation of Business and Professions Code § 17200, *et seq.*;
14 and (6) violation of Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”).

15 **A. Class Members**

16 The “Class” or “Class Member” are defined as “all current and former non-exempt sales
17 employees who worked for Defendant in California any time between May 1, 2019 and July 11,
18 2023, inclusive.”

19 **B. Operation of the Settlement**

20 Pursuant to the Preliminary Approval Order, this Court conditionally certified the Class and
21 granted preliminary approval of the Settlement. The Preliminary Approval Order also approved of
22 the proposed form of class notice and notice plan. The Court entered the Preliminary Approval
23 Order after review and consideration of the pleadings filed in connection herewith, and the oral
24 presentations made by counsel at the hearing.

25 In compliance with the Preliminary Approval Order, the Notice of Proposed Class Action
26 Settlement (“Notice of Settlement”) was sent to all Class Members via first class mail. The notice
27 dissemination process was timely completed.

1 This Court finds that the Settlement appears to be the product of serious, informed, non-
2 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
3 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
4 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the Settlement
5 is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final approval of a
6 class action settlement under California law. Under the provisions of California Code of Civil
7 Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state
8 court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to
9 certify a class where:

10 [Q]uestions of law or fact common to the members of the class
11 predominate over any questions affecting only individual members,
12 and that a class action is superior to the available methods for the fair
and efficient adjudication of the controversy...Fed. R. Civ. Proc. 23.

13 Certification of a settlement class is the appropriate judicial device under these circumstances.

14 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
15 FOLLOWS:

16 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
17 Agreement filed in this case.

18 2. The Court has jurisdiction over the subject matter of the litigation, the Class
19 Representative, the other Settlement Class Members, and Defendant.

20 3. The Court finds that the dissemination of the Notice of Settlement disseminated to
21 the Class Members, constituted the best notice practicable under the circumstances to all Persons
22 within the definition of the Class, and fully met the requirements of California law and due process
23 under the United States Constitution. No objections were received by the Parties or the Court
24 through the date of this Order. The Court finds that no Class Member submitted a request for
25 exclusion from the Settlement as determined by the Settlement Administrator.

26 4. The Court approves the settlement of the above-captioned action, as set forth in the
27 Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling Parties are
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1 directed to perform in accordance with the terms set forth in the Agreement.

2 5. Except as otherwise provided in the Agreement, the Settling Parties are to bear their
3 own costs and attorneys' fees.

4 6. The Court hereby certifies the following Class for settlement purposes only: all
5 current and former non-exempt sales employees who worked for Defendant in California any time
6 between May 1, 2019 and July 11, 2023, inclusive.

7 7. With respect to the Settlement Class and for purposes of approving the Settlement
8 only and for no other purpose, this Court finds and concludes that: (a) the members of the
9 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b)
10 there are questions of law or fact common to the Settlement Class, and there is a well-defined
11 community of interest among Members of the Settlement Class with respect to the subject matter of
12 the claims in the Litigation; (c) the claims of Class Representative are typical of the claims of the
13 members of the Settlement Class; (d) the Class Representative has fairly and adequately protected
14 the interests of the members of the Settlement Class; (e) a class action is superior to other available
15 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
16 Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in her
17 individual and representative capacity and for the Settlement Class.

18 8. Defendant shall fund \$530,300.00 of the total Gross Settlement Amount, which
19 includes the amount contemplated by virtue of the escalator provision, pursuant to the terms of the
20 Agreement.

21 9. The Court approves the individual settlement payment amounts, which shall be
22 distributed pursuant to the terms of the Agreement.

23 10. The \$530,300.00 Gross Settlement Amount shall be used to pay (a) Class Counsel
24 attorneys' fees in the amount of \$176,765.99 and reimbursement of costs in the amount of
25 \$8,390.98; (b) a service award to the Class Representative Marie Rebelo Showalter to reimburse her
26 for her unique services in the following amount: \$10,000.00; (c) the sum of \$37,500.00 to be paid to
27 the Labor and Workforce Development Agency for PAGA penalties; (d) PAGA penalties of

1 \$12,500.00 to be distributed to Aggrieved Employees; and (3) \$8,250.00 to the administrator
2 Phoenix Settlement Administrators (the “Settlement Administrator”) for its fees and costs relating
3 to the settlement administration process. The Court finds that these amounts are fair and reasonable.
4 Defendant is directed to make such payments in accordance with the terms of the Agreement. The
5 allocation and distribution of these amounts shall be performed by Settlement Administrator.

6 11. As of the date of this Order, all Settlement Class Members are hereby deemed to
7 have waived and released all Released Class Claims and are forever barred and enjoined from
8 prosecuting the Released Class Claims against the Released Parties as fully set forth in the
9 Settlement. In addition, all Aggrieved Employees are enjoined from prosecuting the Released
10 PAGA Claims against the Released Parties as set forth in the Settlement. The Settlement is not an
11 admission of liability or wrongdoing by Defendant, nor is this Order a finding of the validity of any
12 claims in the Action or of any fault, omission, or wrongdoing by Defendant.

13 12. The Court hereby enters final judgment in this case in accordance with the terms of
14 the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the
15 Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over
16 the action and the Parties, including all Settlement Class Members, for purposes of enforcing and
17 interpreting this Order and the Settlement.

18 IT IS SO ORDERED AND ADJUDGED.

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20 DATED: _____

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