

**CLAIM FORM**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF NAPA  
MCQUEEN, ET AL. V. ODD FELLOWS HOME OF CALIFORNIA - CASE NO. 26-64176**

**YOU MUST TIMELY COMPLETE, SIGN AND RETURN THIS FORM BY OCTOBER 30, 2015 TO BE ELIGIBLE FOR A MONETARY RECOVERY.**

<<PSA ID>> \_\_\_\_\_  
<<Last, First>> \_\_\_\_\_  
<<Address 1 >> \_\_\_\_\_  
<<City, State>> \_\_\_\_\_  
<<Telephone Number>> \_\_\_\_\_

If your name or address is different from those shown above, print the corrections on the lines to the right. If you move, please send us your new address.

YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE **October 30, 2015** ADDRESSED AS FOLLOWS TO BE ELIGIBLE TO RECEIVE A RECOVERY.

Phoenix Settlement Administrators  
P.O. Box 27907  
Santa Ana, California 92799  
Telephone (888) 613-5553

Under the terms of this Settlement, you qualify to claim a minimum pre-tax payment of approximately \$<<Est. Amt>> (“Settlement Amount”). This Settlement Amount is the minimum estimated gross amount that you will receive if you timely submit this Claim Form. As set forth in the Notice of Proposed Class Action Settlement (“Class Notice”) you received with this Claim Form, your actual Settlement Amount may end up being higher than the above-referenced estimate, depending on the number of Class Members who actually file claims. In any event, your gross Settlement Amount will be subject to appropriate withholding for applicable taxes relating to the wage portion of the settlement payment. Your Settlement Amount will be characterized as 1/3 wages and 2/3 interest and penalties.

As explained in detail in the enclosed Class Notice, your gross Settlement Amount is based on your employment in the State of California as a non-exempt employee with Odd Fellows Home of California (“Odd Fellows”) during all or some of the period from May 24, 2010 through May 29, 2015 (the “Class Period”). You are entitled to the following settlement payment(s) under the terms of the Settlement:

**[Pro Rata Settlement Payment** -- Odd Fellows payroll records indicate you were employed during some or all of the period between May 24, 2010 and May 29, 2015, which entitles you to a minimum pre-tax Pro Rata Settlement Payment of <<Est. Amt>> based on Odd Fellows’ payroll records, which indicate you worked <<WW>> weeks during some or all of the Class Period. Thus, your estimated Pro Rata Settlement Amount is based on your pro rata number of weeks worked during the Class Period in proportion to the total number of weeks worked by all Class Members during the Class Period.]

If you disagree with the total number of work weeks you worked during the period of May 24, 2010 through May 29, 2015, as referenced above, you may dispute this number by submitting satisfactory documentation to the Claims Administrator with this Claim Form showing that you worked a different number of work weeks during the applicable portion of the Class Period. The Claims Administrator will then make a determination on your dispute based on your employment records and any other documents you submit. In resolving a dispute, Odd Fellows’ records shall be presumed to be accurate and correct unless the information you submit proves otherwise.]

**[Recent Employee Settlement Payment** – Odd Fellows’ payroll records indicate you were hired during the period between January 1, 2015 through May 29, 2015, which entitles you to a Recent Employee Settlement Payment in the amount of \$100.]

**[Former Employee Settlement Payment** – Odd Fellows’ payroll records indicated you were no longer employed by Odd Fellows on May 29, 2015. As a result, you are entitled to receive an additional Former Employee Settlement Payment in the amount of \$150.]

**RELEASE OF CLAIMS**

**By signing this Claim Form and in exchange for the payment described above, you agree to the following release:**

I have received the Notice of Proposed Class Action Settlement. I submit this Claim Form under the terms of the proposed Settlement described in the Notice of Proposed Class Action Settlement. I also submit to the jurisdiction of the Superior Court of California with respect to my claim as a class member and for purposes of enforcing the release of claims stated in the Settlement Agreement. I further acknowledge that I am bound by the terms of any court judgment that may be entered in this class action. I agree to furnish additional information to support this claim if required to do so.

Upon receipt of my share of the Settlement Amount, I hereby release and discharge Defendant Odd Fellows Home of California and its former and present parents, subsidiaries, and affiliates, and their current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals ("Class Members' Released Parties"), from the claims below arising during the period from May 24, 2010, through May 29, 2015 ("Class Members' Released Period"). The claims released by the Class Members include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: (a) all claims for failure to pay wages for hours worked, including overtime and double time pay; (b) all claims for failure to pay the minimum wage in accordance with applicable law; (c) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments for missed meal and/or rest periods and alleged non-payment of wages or premium pay for meal periods and rest periods worked and not taken; (d) all claims for the unlawful and/or fraudulent deductions of wages from employees as a result of Odd Fellows payroll and timekeeping policies and procedures; and (e) any and all claims for recordkeeping or pay stub violations, waiting time penalties and all other civil and statutory penalties related to the above-referenced claims, including those recoverable under the PAGA, the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*, California Code of Civil Procedure § 1021.5; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations ("Class Members' Released Claims").

Additionally, as to the Class Members' Released Claims only I expressly waive the provisions of Section 1542 of the California Civil Code (or other similar provision), which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

I agree that I will not make a claim against any of the Class Members' Released Parties that is in any way related to the Class Members' Released Claims.

By submitting this Claim Form, I hereby consent to participate in the lawsuit identified above, which I understand is brought under California state law. By submitting a claim, I hereby designate the David Harris and James Rush ("Class Counsel") to represent me in the litigation. Class Counsel has the legal right and authority to act as my representative and to make decisions on my behalf concerning all matters pertaining to this litigation.

I have read and understand the Class Notice that was mailed with this Claim Form and Release, and agree to abide by the terms of the Class Notice and this Claim Form and Release.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015, at \_\_\_\_\_, \_\_\_\_\_ State

Your Signature: \_\_\_\_\_

Your Name: \_\_\_\_\_