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Attorneys for Plaintiffs
CORAL MCQUEEN and FELICIA TREVINO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA

CORAL MCQUEEN and FELICIA
TREVINO, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

ODD FELLOWS HOME OF
CALIFORNIA, a California corporation,
and DOES 1-100,

Defendants.

Case No. C-26-64176

**DECLARATION OF DAVID S. HARRIS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR CONDITIONAL CERTIFICATION
OF SETTLEMENT CLASS AND
PRELIMINARY APPROVAL OF CLASS-
ACTION SETTLEMENT**

Assigned to the Honorable Diane M. Price

Date: August 21, 2015

Time: 8:30 a.m.

Place: Dept. F

1 DAVID S. HARRIS declares under penalty of perjury as follows:

2 1. I am a member in good standing of the State Bar of California and am one of the
3 attorneys for Plaintiffs Coral McQueen and Felicia Trevino (“Plaintiffs”) in the within action. I make
4 this Declaration on behalf of Plaintiffs and in support of Plaintiffs’ Motion for Conditional Certification
5 of Settlement Class and Preliminary Approval of Class-Action Settlement. If sworn as a witness, I could
6 competently testify to each and every fact set forth herein from my own personal knowledge.

7 2. I am a graduate of the University of Colorado, Boulder (BS 1994) and the University of
8 San Francisco School of Law (JD 2001) and a member of the California bar (December 3, 2001). Upon
9 graduating from the University of San Francisco, School of Law, I joined the litigation group in the Palo
10 Alto office of Brobeck, Phleger & Harrison LLP, where I worked from October 2001 through February
11 2003. Thereafter, I joined the litigation group in the San Francisco office of Morgan Lewis & Bockius
12 LLP, where I worked from February 2003 through July 2006. Thereafter, I founded the North Bay Law
13 Group, where I have worked for the past nine years.

14 3. I have extensive experience litigating class actions. I have represented employees in
15 numerous disputes concerning their receipt of pay in connection with their employment, both in state
16 and federal courts in California. E.g., Covillo v. Specialty’s Café & Bakery, Inc., 2012 U.S. Dist.
17 LEXIS 114602 (N.D. Cal. 2012) (denial of employer’s attempt to enforce arbitration clause in
18 employment agreements); Escobar v. Whiteside Constr. Corp., 2008 U.S. Dist. LEXIS 68439 (N.D. Cal.
19 2008) (certification of collective action); Tremblay v. Chevron Stations, Inc., 2008 Westlaw 2020514
20 (N.D. Cal. 2008) (certification of collective action); Perez v. Maid Brigade, Inc., 2007 U.S. Dist. LEXIS
21 78412 (N.D. Cal. 2007) (denial of employer’s effort to enforce arbitration clause in employment
22 agreements). I have also litigated and settled many class actions. E.g., Jacobs v. CSAA Inter Insurance
23 Bureau, N. D. Cal. Case No. 3:07-CV-00362-MHP (\$1,500,000 settlement of labor-law claims);
24 Tremblay v. Chevron Stations, Inc., N.D. Cal. Case No. CV 07-6009 EDL (\$4,500,000 settlement of
25 labor-law claims); Dizon v. Ito, Incorporated, N.D. Cal. Case No. 3:10-CV-00239-JSW (\$2,451,000
26 settlement of California Labor Code and FLSA claims); In Re Paypal Litigation, N.D. Cal. Case
27 No..5:02-CV-01227-JF (defense and settlement of class action lawsuit alleging violations of the
28 Electronic Funds Transfer Act); Bernardino v. Macerich Management Co., Marin Superior Court Case

1 No. CIV-1004645 (\$2,200,000 class action settlement of labor law claims); Jacobs v. Institute of
2 Reading Dev., Inc., N.D. Cal. Case No. 10-CV-00574-JCS (\$275,000 settlement of California Labor
3 Code and FLSA claims); Seielstad et al. v. Aegis Senior Communities, LLC, N.D. Cal. Case No. CV-
4 09-1797 MMC (\$1,000,000 settlement of labor-law wage and hour class action); Escobar v. Whiteside
5 Construction Corp., N.D. Cal. Case No. CV-08-1120-WHA (\$440,000 class action settlement of labor-
6 law claims); Wade v. Minatta Transportation Co., N.D. Cal. Case No. CV-10-02796-BZ (\$500,000
7 settlement of class action wage and hour labor law claims); Perez v. Maid Brigade, Inc., N.D. Cal. Case
8 No. 3:07-CV-03473-SI (\$90,000 class action settlement of labor-law claims); Blandino v. MCM
9 Construction, Inc., N.D. Cal. Case No. 12-01729-WHO (\$865,000 class action settlement of labor law
10 claims); Covillo et al. v. Specialty's Café and Bakery, Inc., N.D. Cal. Case No. 11-CV-00594-DMR
11 (\$2,000,000 class action settlement of wage and hour labor law claims); Douglas v. Arcadia Health
12 Services, Inc., N.D. Cal. Case No. CV-11-3552 (\$623,000 class action settlement of labor law claims);
13 Thio et al. v. Genji LLC et al., N.D. Cal. Case No. 12-CV-05756 (\$1,250,000 class action settlement of
14 labor law claims); O'Sullivan v. AMN Services, Inc., N.D. Cal. Case No. 3:12-cv-02125-JCS
15 (\$3,000,000 class action settlement regarding denial of breaks and failure to reimburse business
16 expenses); Page v. Grand Home Holdings, Inc., N.D. Cal. Case No. 13-CV-02754-NC (\$200,000 class
17 action settlement of labor law claims). The present case, along with a majority of the foregoing cases,
18 was prosecuted on a contingent-fee basis.

19 4. James Rush is a graduate of the University of California, Riverside (BA 1995) and the
20 University of San Francisco School of Law (JD 2005) and a member of the California bar (December,
21 2005). Upon graduating from the University of San Francisco, School of Law, Mr. Rush joined the San
22 Francisco office of Saveri & Saveri, Inc., where he worked from December, 2005 through October 2007,
23 representing plaintiffs in national, anti-trust class actions. Thereafter, Mr. Rush founded the Law Office
24 of James D. Rush, APC, where he has worked for the past eight years. Mr. Rush has represented
25 employees in disputes concerning their receipt of pay in connection with their employment, both in state
26 and federal courts in California. E.g., Covillo v. Specialty's Café & Bakery, Inc., 2012 U.S. Dist.
27 LEXIS 114602 (N.D. Cal. 2012) (denial of employer's attempt to enforce arbitration clause in
28 employment agreements; \$2,000,000 settlement approved by court); O'Sullivan v. AMN Services, Inc.

1 N.D. Cal. Case No. 3:12-cv-02125-JCS (denial of breaks and failure to reimburse business expenses;
2 \$3,000,000 settlement approved by court). Mr. Rush has also represented individual plaintiffs in cases
3 against their employers concerning their receipt of pay, wrongful termination, discrimination,
4 whistleblower retaliation, and has represented relators under the federal False Claims Act.

5 5. Attached hereto as **Exhibit 1** is a true and correct executed copy of the Stipulation of
6 Class Action Settlement and Release (“Settlement”).

7 6. I have extensive experience researching and arguing claims such as those at issue in this
8 case, i.e., failure to accurately compute the payment of overtime wages under California law, failure to
9 provide rest and meal breaks, “continuing wages” under section 203 of the California Labor Code, and
10 failure to provide accurate wages statements under section 226 of the California Labor Code. I began
11 investigating the facts of this case, namely, whether there were violations of the California Labor Code,
12 in February 2014.

13 7. Between the filing of the case in May 2014 and the parties’ mediation, the parties
14 engaged in substantial investigation, as well as formal and informal discovery in connection with the
15 litigation. Defendant Odd Fellows Home of California (“Defendant”) provided extensive documents
16 and thousands of pages of documentation and putative class data to Plaintiffs and their counsel to review
17 and analyze. This information included summary employment data for the entire putative class,
18 Defendant’s policies and documents relevant to the issues in the litigation, and a statistically-significant
19 sampling of full payroll and hourly punch data for the putative class. Counsel for each side interviewed
20 numerous witnesses, and Defendant obtained numerous declarations from employee witnesses.
21 Plaintiffs’ counsel and its staff spent a hundreds of hours reviewing the payroll information and
22 documents that had been provided by Defendant in order to analyze the claims and prepare for
23 mediation. On May 29, 2015, the parties participated in an all-day mediation with an experienced
24 mediator, Mr. Jeffrey Krivis, in downtown San Francisco. A copy of Mr. Krivis’ CV is attached hereto
25 as **Exhibit 2**. With the assistance of the mediator, the parties ultimately reached an arms-length
26 settlement, which Plaintiffs now submit to this Court for preliminary approval.

27 8. In negotiating the settlement, I have very carefully considered the risks of further
28 litigation. I have carefully considered the expenses involved in further litigation, the potential recovery

1 to the Class if the case were fully litigated through trial, and the probability of any recovery for Class
2 Members being delayed in the event of a successful trial outcome by the taking of an appeal. After a
3 careful analysis of all of the relevant factors, I have formed and now hold the opinion that the terms and
4 conditions embodied in the settlement are fair, reasonable, and equitable; that they represent a good
5 result; and that the risks and delay of further litigation likely outweigh the potential benefits that might
6 be derived from further litigation.

7 9. The Settlement provides that the “Gross Settlement Amount” is \$729,700. (Ex. 1 at 2:10-
8 12), which shall cover the costs for claims administration, the class representatives’ incentive awards, a
9 PAGA payment to the California Labor and Workforce Development Agency (“LWDA”), and
10 attorneys’ fees and costs of litigation, all as awarded by the Court. The above-referenced amounts will
11 be deducted from the Gross Settlement Amount in order to determine the Claim Pool, which is the total
12 amount available for distribution to Class Members who submit a valid claim. (Ex. 1 at 2:13-20.) The
13 Claim Pool will be divided by those eligible settlement Class Members who submit valid claims based
14 on each eligible Class Member’s number of weeks worked during the Class Period (Ex. 1 at 10:28-11:1-
15 12.) Additionally, each Class Member who submits a valid claim form and who is no longer employed
16 by Defendant as of May 29, 2015, shall receive an additional \$150 in consideration of their waiting time
17 penalties. (Ex. 1 at 11:3-6). Finally, any Class Member that was hired after January 1, 2015, and who
18 submits a valid claim form shall receive a flat payment of \$100. (Ex. 1 at 11:6-9). In accordance with
19 the Settlement, and subject to approval by the Court of the amounts below, the undersigned estimates
20 that the Claim Pool be as much as \$421,500, as follows:

21	\$729,700	Gross Settlement Amount
22	- \$243,200	Attorneys’ Fees
23	- \$15,000	Attorneys’ Expenses
24	- \$10,000	Plaintiffs’ Enhancement Payment
25	- \$30,000	Administration Costs and Expenses
26	- <u>\$10,000</u>	Payment to LWDA for Civil Penalties (75% to LWDA and 25% to Class)
27	\$421,500	Net Claim Pool

10. As set forth above, the Claim Pool will be shared by those eligible Class Members who submit valid claims based on each eligible Class Member's pro rata number of weeks worked during the Class Period (Ex. 1 at 10:28-11:1-12.) In the event that the aggregate amount to be paid to all of the Class Members who have timely submitted a valid Claim Form is less than 50% of the Claim Pool, then the difference shall be distributed amongst each of the members of the Settlement Class entitled to a Pro Rata Settlement Payment who have timely submitted a valid Claim Form on a *pro rata* basis and any unclaimed amounts above 50% of the Claim Pool will revert to the Defendant. (Ex. 1 at 11:23-28.) It is estimated that at the time of the hearing on the motion for preliminary approval, there will be approximately 980 Class Members. Thus, if all Class Members participate in the settlement and submit a valid claim form, the average pre-tax payment to each Class Member would be \$430 ($\$421,500 \div 980$), which is a very favorable recovery for the claims at issue in this case.

11. The parties have obtained quotes from various respectable companies for the administration of the class action settlement. After reviewing the quotes the parties recommend that Phoenix Settlement Administrators manage the administration of this settlement. Attached as **Exhibit 3** is a copy of Phoenix's quote for the administration of this matter, as well as detailed breakdown regarding the specific services being provided.

12. Attached hereto as **Exhibit 4** is the draft Class Notice that the parties propose to send to the Class Members ("Class Notice"). Attached hereto as **Exhibit 5** is the draft Claim Form that the parties propose to send to the Class Members ("Claim Form"). Hereinafter the Class Notice and Claim Form will collectively be referred to as the "Notice Packet." Specifically, the Notice Packet describes the nature of the action, the definition of the Class and subclasses, an explanation of the class-wide claims being settled; it explains that Class Members may enter an appearance through an attorney and that the Court will exclude those Class Members requesting exclusion; and the Notice Packet specifies the time requirements and manner of requesting exclusion, as well as the binding effect of a class-wide judgment. Furthermore, the Class Notice informs Class Members of their right to object to any aspect of the settlement, including the attorneys' fees and costs to be sought by Class Counsel. Within 20 calendar days after the Date of Preliminary Approval, the Claims Administrator shall mail, via First Class postage-prepaid, to all Class Members, at their most recent address, the Notice Packet. In the

1 event that any Notice Packet is returned as undeliverable, the Claims Administrator will promptly
2 performing a skip trace RUM search (Returned Undeliverable Mail) to obtain a current valid mailing
3 address for the Class Member. Following each search that results in a corrected address, the Claims
4 Administrator shall within five days resend the Notice Packet to the Class Member via First Class
5 postage-prepaid United States mail. If an address is not found, no further action is required. For Class
6 Members who are re-sent the Notice Packet, the Claims Period Deadline shall be extended by five days
7 following the re-mailing. I believe that this notice mechanism satisfies the due process rights of the
8 Class Members and will most likely give actual notice to nearly all Class Members.

9 13. Plaintiffs Coral McQueen and Felicia Trevino (“Plaintiffs”) are the proposed Class
10 Representatives in this litigation. Class counsel has discussed the role of a class representative with
11 Plaintiffs, and they understand and accept their responsibilities. The Plaintiffs have expressed their
12 commitment to pursuing the claims of the putative Class Members. Plaintiffs have no conflicts of
13 interest with Class Members of which I am aware, as they share the Class Members’ likely desire to be
14 compensated pursuant to the California Labor Code. The Plaintiffs are committed to pursuing the
15 claims of Class Members, and their motivation in pursuing this action reflects positively on their ability
16 to represent the Class. Attached hereto as **Exhibits 6 and 7** are the Declarations of Coral McQueen and
17 Felicia Trevino in Support of the Motion for Preliminary Approval.

18 *Summary of Plaintiffs’ Claims*

19 14. As detailed in the concurrently filed Memorandum of points and authorities, Plaintiffs’
20 First Amended Complaint asserts the following claims on a representative basis: (1) Cal. Lab. Code §
21 203 (Continuing Wages); (2) Cal Lab. Code §§ 226.7 and 512; Wage Order 8 (Meal Period Violations);
22 (3) Cal Lab. Code § 226.7; Wage Order 8 (Rest Period Violations);(4) Cal. Lab. Code § 204 (Late
23 Payment of Overtime Wages); (5) Cal. Lab. Code §§ 510 and 1194 (Overtime violations); (6) Cal. Bus.
24 & Prof. Code section 17200 *et seq.* (Restitution and Injunction); (7) Cal. Lab. Code § 226 (Failure to
25 Provide Accurate Itemized Wage Statements); and (8) Labor Code Private Attorneys General Act
26 (“PAGA”) (Civil Penalties on account of labor law violations). The Plaintiffs’ claims generally relate to
27 allegations that (1) Defendant failed to provide employees with proper rest and meal breaks, (2)
28 Defendant failed to properly calculate employees overtime wages for hours worked in excess of eight in

1 a day, and (3) Defendant failed to provide employees with adequate pay statements. (See generally July
2 23, 2014, First Am. Compl.) The operative First Amended Complaint also seeks miscellaneous
3 penalties, including waiting time penalties pursuant to California Labor Code section 203, civil penalties
4 pursuant to California Labor Code sections 226 and 2698 *et seq.*, and additional relief under the
5 California Business and Professions Code section 17200 *et seq.*) (Dec. 26, 2012, First Am. Compl.)
6 The Settlement seeks to resolve these claims on behalf of the following Settlement Class: all persons
7 who are or previously were employed as non-exempt or hourly employees of Odd Fellows Home of
8 California between May 23, 2010 and May 29, 2015. The individuals that are part of the Settlement
9 Class are referred to herein and in the Settlement as Class Members.

10 15. ***The Settlement Class.*** The Class consists of approximately 980 individuals, of which
11 approximately 500 are former employees. The individuals in the Class are hourly, non-exempt
12 employees who worked at Defendant's two retirement communities: The Meadows of Napa Valley
13 ("Meadows") and the Saratoga Retirement Community ("Saratoga Retirement"). At both the Meadows
14 and Saratoga Retirement, Class Members provided hourly nursing and long term care services to the
15 residents in Defendant's two facilities.

16 16. ***Plaintiffs' Meal Break Claim.***

17 As set forth in the First Amended Complaint, Plaintiffs contend that Class Members were
18 periodically deprived of meal breaks in accordance with sections 226.7 and 512 of the California Labor
19 Code, and the applicable Industrial Welfare Commission Wage Order. As the basis for the meal break
20 violations, Plaintiffs argue that in certain instances Class Members were unable to stop working and take
21 a meal break within the first five hours of the workday. For example, there were instances when
22 employees timecards were adjusted making it appear that the employees received a timely meal break
23 when no such meal break was actually provided. In other instances, the employees received a meal
24 break but it began after the employees had already worked for five hours.

25 After reviewing the documents produced by Defendant, Plaintiffs contend there were an average
26 of 1.991 meal break violations per employee per workweek. As a result, utilizing an average hourly
27 wage of \$12 per hour and the class members' actual number of work weeks, Plaintiffs estimate that
28

1 damages for meal period violations could colorably reach \$3,051,316 for the four years prior to the
2 filing of the Complaint.

3 17. ***Plaintiffs' Rest Break Claims.*** The First Amended Complaint alleges that Defendant
4 did not provide its employees with paid, ten-minute rest periods for every four hours worked or major
5 fraction thereof. Like Plaintiff's meal break violations, Defendant's employees could not always stop
6 working in order to take a ten-minute break because, for example, they would be in the middle of
7 working on something and there was not another employee available to spell and allow them to take
8 their rest break.

9 Consistent with California law, as Defendant by and large did not record the time employees
10 took rest breaks, it is extremely difficult to accurately estimate the universe of damages for this
11 violation.

12 18. ***Plaintiffs' Minimum Wage and Overtime Claims.*** In the First Amended Complaint
13 Plaintiffs allege that class members were not properly paid minimum wage and overtime wages. This
14 claim principally stems from (1) Defendant's modification of employee time cards without obtaining
15 formal written employee approval, (2) employees working a portion of their meal periods while they
16 were punched out, and (3) failing to compute accurately the correct regular rate when paying overtime
17 and double time (*i.e.* failing to incorporate all rates of pay into a "weighted average" for a pay period).

18 Plaintiffs analyzed the sample documentation produced by Defendant. After a comprehensive
19 review of the data, Plaintiffs determined that 2.93% of the lunch breaks that were recorded on the
20 employees' time cards were instances when a 30-minute lunch break was manually inserted by
21 Defendant's management or its designee without obtaining formal, written approval or confirmation
22 from the employee. Thus, in such instances an aggrieved employees is arguably entitled to the payment
23 of 30-minutes wages (either regular or overtime wages), liquidated damages and a one-hour wage
24 premium (which is discussed and incorporated into the meal break damages set forth *supra*). Thus,
25 based on this violation the minimum wage/overtime damages for this violation total \$104,565 and the
26 liquidated damages total \$78,424.

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1 19. ***Plaintiffs' Waiting Time Penalties Claim.***

2 Plaintiffs allege that Defendant's failed to pay its former employees all wages to which they
3 were legally entitled on their last day of work. These wages include, without limitation, regular and
4 overtime wages on account of changing employees' time without authorization and failing to accurately
5 compute the regular rate when paying overtime.

6 There are a total of approximately 500 former employees who are members of this subclass (*i.e.*
7 all former employees whose employment terminated three years prior to the filing of the Complaint).
8 Utilizing an average hourly rate of \$12.00 per hour and an average of 7 hours worked per day, each
9 member of the this subclass is potentially entitled to recover statutory penalties in the amount of \$2,520
10 (\$12 per hour x 7 hours per day x 30 days), or a maximum potential class-wide exposure of \$1,260,000.

11 19. ***Plaintiffs' Derivative Wage-and-Hour Claims.*** The First Amended Complaint also
12 asserts three derivative class-wide claims stemming from Defendant's alleged failure to pay proper
13 overtime and Defendant's alleged failure to provide proper breaks: a claim for improper pay stubs under
14 section 226 of the California Labor Code, a claim for unfair competition under section 17200 *et seq.* of
15 the California Business and Professions Code, and a claim for civil penalties under PAGA.

16 ***Summary of the Defenses to Plaintiffs' Claims***

17 20. ***Plaintiffs' Meal-Break and Rest-Break Claim.*** Defendant argued that the number of
18 meal and/or rest breaks missed by any given Class Member would necessarily require an individualized
19 inquiry, with a result that class certification would be denied on these claims. Furthermore, Defendant
20 argued that there is no common policy or procedure to support a claim for the failure to provide rest and
21 meal breaks and that the only common policy regarding meal and rest breaks is that non-exempt
22 employees are permitted to take them, which policy Defendant contends is articulated in its written
23 break policy. Defendant argued that, in light of its purported compliant written break policy, Plaintiffs
24 would be unable to secure class certification for the meal and rest break claims. Defendant further
25 argued that, due to the nature of Defendant's business, there are disparate break practices resulting from
26 a variety of factors, including the job title, nature of the work, location within the facilities, management
27 styles and/or employee preferences. Defendant argued that, when faced with similar facts, courts have
28 denied class certification because employees' breaks, in practice, are not uniform. Defendant also

1 argued that Plaintiffs cannot meet their burden to certify the class action because a highly individualized
2 inquiry would have to be made to determine whether a particular missed break was the personal choice
3 of the employee, or was somehow mandated by Defendant. In light of the reasonable arguments that
4 can be made by both sides, compromise of the meal and rest break claims is appropriate.

5 21. ***Plaintiffs' Overtime Claim.***

6 Once again, for the same reasons the meal break claim would fail, Defendant argued that
7 Plaintiffs' overtime claim would necessarily require an individualized inquiry, thereby defeating any
8 chance of obtaining class certification. Defendant also points to the fact that any alleged
9 miscomputation of overtime, to the extent it did exist, only affected a very small number of the potential
10 Class Members and that any resulting damages associated with the miscalculation of the regular rate are
11 de minimis. Thus, Defendant argues there are no class-wide damages that would be calculable for this
12 alleged violation.

13 22. ***Plaintiffs' Derivative Wage-and-Hour Claims.*** Because Plaintiff's claims for pay-stub
14 violations, PAGA and unfair competition are wholly derivative of the underlying minimum-wage,
15 overtime, and missed-break claims, Defendant contends that, if those underlying claims fail, the
16 derivative claims likewise fail.

17 ***The Reasonableness of the Settlement Agreement.***

18 23. Under the Settlement Agreement, Defendant has agreed to a gross settlement amount of
19 \$729,700. As set forth *supra*, there will be a Net Claim Pool of \$421,500 available for distribution to
20 Class Members who submit valid claim forms. If every single Class Member participated in the
21 settlement and submitted a valid claim form, the average pre-tax payment to each Class Member would
22 be \$430 ($\$421,500 \div 980$). As the average hourly wage during the class period was approximately
23 \$12.00 per hour, the estimated recovery amounts to approximately one-week's wages for all eligible
24 Class Members who participate in the settlement. These payments represent a large percentage of the
25 damages at stake in the litigation and are a reasonable compromise of those claims in light of the
26 potentially dispositive defenses available to Defendant in this action. As a result, I have concluded that
27 the Settlement represents a fair, reasonable, and adequate resolution of this case.

28 ///

1 I have read the foregoing, and the facts set forth therein are true and correct of my own personal
2 knowledge.

3 Executed July 29, 2015, in the County of Marin, State of California.

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7 David S. Harris
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On July 29, 2015, I served the within document(s):

I caused such document to be delivered by hand in person to:

I caused such document to be delivered by e-mail or regular mail:

I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

I declare under penalty of perjury that the above is true and correct.

Executed on July 29, 2015, at Mill Valley, California.



David S. Harris

EXHIBIT 1

MARK S. POSARD (SBN: 208790)
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Attorneys for Defendant
Odd Fellows Home of California

SUPERIOR COURT OF CALIFORNIA
COUNTY OF NAPA

CORAL MCQUEEN and FELICIA TREVINO,)	CASE NO. 26-64176
individually and on behalf of all others similarly)	
situated,)	First Amended Complaint Filed:
)	July 23, 2014
)	
Plaintiffs,)	<u>CLASS ACTION</u>
)	
vs.)	STIPULATION OF CLASS ACTION
)	SETTLEMENT AND RELEASE
)	
ODD FELLOWS HOME OF CALIFORNIA, a)	
California corporation, and DOES 1-100,)	
)	
)	
Defendants.)	

This Stipulation of Class Action Settlement and Release (“Stipulation”) is made by and between Plaintiffs Coral McQueen and Felicia Trevino and Defendant Odd Fellows Home of California subject to the approval of the Court.

DEFINITIONS.

“Stipulation” as used herein means this Stipulation of Class Action Settlement and Release.

“Claims Administrator” as used herein means the entity to be selected jointly by the

Parties, which will be responsible for the administration of this Settlement and any related matters. The parties hereby stipulate to the selection of Phoenix Settlement Administrators as the Claims Administrator.

“Class Representative Enhancement” as used herein means the sum of Five Thousand Dollars (\$5,000.00.) to be paid to each named plaintiff/class representative for their role as Class Representative, and for her risk and effort made in that role.

“Final Approval” as used herein means the date when the Court has entered an order of final approval of this Settlement.

“Class Representative” shall collectively refer to Coral McQueen and Felicia Trevino.

“Gross Settlement Amount” as used herein means the sum of Seven Hundred Twenty Nine Thousand and Seven Hundred Dollars (\$729,700), the maximum total cash consideration provided by this Settlement.

“Claim Pool” as used herein means that portion of the Gross Settlement Amount to be made available for distribution to members of the Settlement Class on a claims-made basis subject to a 50% floor on reversion described herein. The “Claim Pool” is the “Gross Settlement Amount” less Plaintiff attorneys’ fees (not to exceed 33.33%); less Plaintiff attorneys’ costs (not to exceed \$15,000); less settlement administration costs (not to exceed \$30,000); less Class Representative Enhancement to McQueen and Trevino in the amount of \$5,000 each; and less the payment of \$10,000 for penalties under the Private Attorney General Act (PAGA) payable to the California Labor Workforce and Development Agency.

“Class Counsel” as used herein means the law firm of Law Offices of James Rush and North Bay Law Group.

“Preliminary Approval” as used herein means the date when the Court enters an order preliminarily approving the Settlement herein.

“Settlement Period” as used herein means the period beginning May 24, 2010 (four years prior to the filing of the Complaint) and running through May 29, 2015.

“Action” means the putative class action lawsuit noted in the caption above, sometimes abbreviated herein as McQueen v. Odd Fellows Home of California, Napa County Superior

1 Court Case Number 26-64176.

2 “Settlement” as used herein means the terms and conditions set forth in this Stipulation.

3 “Parties” as used herein means, collectively, McQueen, Trevino, Odd Fellows Home of
4 California.

5 “Complaint” as used herein means collectively the Complaint filed by McQueen, et. al.
6 on May 24, 2014, initiating this Action, and the First Amended Complaint filed on July 23, 2014.

7 “Effective Date” shall be the date of Final Approval if there are no objections to the
8 Settlement. If objections are made and the objection is overruled, and no appeal is taken of the
9 Final Approval order, then the Effective Date of the Settlement shall be sixty-five (65) days after
10 the trial court enters the Final Approval order. If an appeal is taken from the Court’s overruling
11 of objection(s) to the Settlement, then the Effective Date of the Settlement shall be twenty (20)
12 days after the appeal is withdrawn or after an appellate decision affirming the Final Approval
13 order becomes final.

14 **BACKGROUND.**

15 Plaintiffs Coral McQueen and Felicia Trevino filed this action on behalf of themselves
16 and all others similarly situated (the “Class”) on May 24, 2014 in the Napa County Superior
17 Court. Plaintiffs have sued Odd Fellows alleging wage and hour violations. Plaintiff’s claims
18 included causes of action for (1) Failure to Pay Wages for Hours Worked (Labor Code § 203);
19 (2) Denial of Meal Breaks (Labor Code § 226.7(a) and 512(a)); (3) Denial of Rest Breaks (Labor
20 Code § 226.7(a), (4) Late Payment of Overtime Wages (Labor Code § 204); (5) Failure to Pay
21 Minimum Wage and Overtime (Labor Code §§ 510, 1194, 1198), (6) Violation of Business &
22 Professions Code §§ 17200 *et. seq.*; (7) Inaccurate Wage Statements (Labor Code § 226(a)); and
23 (8) Civil Penalties Pursuant to Labor Code § 2699 (PAGA). The putative class includes all non-
24 exempt employees for Defendant from May 24, 2010 to May 29, 2015, other than those that file
25 exclusion forms (“Class Members”).

26 Odd Fellows of California answered the complaint denying McQueen and Trevino’s
27 allegations in their entirety, and contending that it complied with applicable laws at all times.

28

SCOPE, PURPOSE AND BENEFITS OF THE SETTLEMENT.

This Agreement is intended to and does effectuate the full, final, and complete resolution of all claims and causes of action that were or could have been asserted in the Action by McQueen, Trevino and members of the Settlement Class arising from or reasonably related to the allegations in the Complaint, and those set forth in the Release.

As detailed below, this Stipulation establishes a claims resolution procedure to resolve all claims for monetary relief alleged in the Action.

Although neither McQueen, Trevino, nor Odd Fellows Home of California abandon any position taken in the Action, the Parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests. In light of these realities, the Parties believe that this Settlement is the best way to resolve all disputes between them that are or could have been alleged in the Action.

JURISDICTION.

The Court has jurisdiction over the parties and the subject matter of the Action. The Action includes claims that would, if proved, authorize the Court to grant relief pursuant to the statutes and laws cited in the Complaint. After the Court has ordered Final Approval of the Settlement, the Court shall retain jurisdiction over the Parties to enforce this Stipulation until performance in full of the terms herein.

STATEMENT.

Odd Fellows Home of California denies that it harmed McQueen, Trevino or members of the Settlement Class in any way, and denies wrongdoing of any sort and any liability to McQueen, Trevino or members of the Settlement Class upon any Claim or cause of action in the Action. This Agreement does not constitute, and is not intended to constitute, and will not be deemed to constitute, an admission by Odd Fellows Home of California as to the merits, validity, and/or accuracy of any of the allegations or claims made against Odd Fellows Home of California in the Action.

All claim forms filed or other evidence produced or created by the Parties and/or by any member of the Settlement Class in connection with the claims resolution procedures established

herein do not constitute, are not intended to constitute, and will not be deemed to constitute an admission by Odd Fellows Home of California of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

The Settlement embodied in this Agreement contemplates the (a) entry of an order approving certification of a settlement class; (b) entry of a final order approving settlement of class action; (c) dismissal of the Action with prejudice; (d) discharge of Odd Fellows Home of California from liability for any and all Claims relating to the Action as stated herein; (e) release by all members of the Settlement Class of all claims for unpaid wages, compensatory damages for missed meal and rest periods, overtime, wages, unlawful deductions from wages, penalties and liquidated damages pursuant to the Labor Code, prejudgment and postjudgment interest, restitution, including disgorgement of profits, waiting time penalties under Labor Code section 203, PAGA penalties, attorneys' fees, costs, and any claim for injunctive relief related to the claims alleged in the Complaint ("Class Members' Released Claims"); and (f) as to the Class Members' Released Claims only, Class Members waive and relinquish the provisions, rights and benefits of California Civil Code Section 1542 (waiver of all known and unknown claims against Odd Fellows Home of California).

Nothing in this Stipulation will be construed as an admission or acknowledgment of any kind by Odd Fellows Home of California that any class should be certified or given collective treatment in the Action, or in any other action or proceeding. In the event this Stipulation is not approved by the Court, or is terminated, or otherwise fails to be enforced or enforceable, Odd Fellows Home of California will not be deemed to have waived, limited, or affected in any way any of its rights, objections, or defenses in the Action.

DEFINITION OF THE "SETTLEMENT CLASS."

The "Settlement Class" is defined as: all persons who are or previously were employed as non-exempt or hourly employees of by Odd Fellows Home of California between May 24, 2010 and May 29, 2015. The individuals that are part of the Settlement Class are referred to herein as "Class Members."

RELEASE OF CLAIMS.

Effective upon Final Approval, all members of the Settlement Class who have not exercised their right to opt out, will be deemed to have, and will have, released 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”). In consideration of their awarded attorneys’ fees and expenses, Class Counsel waive any and all claims to any further attorneys’ fees and expenses in connection with the Lawsuit except those against any third parties not a party to the Stipulation of Settlement in connection with a potential appeal.

As to the Class Members’ Released Claims only, the Class Members specifically waive

all rights and benefits afforded by section 1542 of the Civil Code of the State of California with respect to such disputes and claims, and do so understanding the significance of that waiver.

Section 1542 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.”

Notwithstanding the foregoing, this release shall not apply to claims for workers’ compensation benefits, unemployment insurance benefits, or any other claim or right that as a matter of law cannot be waived or released.

Nothing in this release shall affect, impact, preclude, or prevent Odd Fellows Home of California from pursuing claims against third parties, including, without limitation, claims for express, implied or equitable indemnity or contribution. This includes claims against payroll companies, payroll processors, management companies and related individuals and entities.

NOTICE, OBJECTIONS, AND OPPORTUNITY TO OPT OUT.

Notice. Attached as Exhibit 1 to this Stipulation is a proposed *Notice of Proposed Class Action Settlement* (“Notice”), which the parties have jointly drafted. The Notice includes information regarding the nature of the Action, a summary of the substance of the proposed Settlement, the definition of the Settlement Class, the procedure and time for objecting to the Settlement and participating in the Final Approval hearing, a statement that the Court has preliminarily approved the Settlement, information regarding the claim filing procedure and the opt out procedure, a Claim Form, and a statement that members of the Settlement Class will be bound and Odd Fellows Home of California will be released of all Class Claims with respect to all members of the Settlement Class except for those who opt out.

(a) No later than ten (10) business days after Preliminary Approval, Odd Fellows Home of California will provide the Claims Administrator with a “Class List” based on its employment records, identifying the names of the members of the Settlement Class, their last known home addresses and telephone number, the number of non-exempt workweeks each member of the Settlement Class worked during the Settlement Period, and the identity of any

employees who were no longer employed by Defendant as of May 29, 2015. In the event that Odd Fellows Home of California does not have a member's exact start date for purposes of calculating his or her number of non-exempt workweeks worked, Odd Fellows Home of California will assume that he or she started on January 1st of the year in which he or she became employed by Odd Fellows Home of California. Information provided by Odd Fellows Home of California pertaining to members of the Settlement Class is confidential.

(b) Within ten (10) calendar days following receipt of Class List, the Claims Administrator will mail the Notice and Claim Form to each member of the Settlement Class via first class U.S. mail.

(c) All costs associated with the printing, copying and mailing of the Notices and administering the Settlement will be paid out of the Gross Settlement Amount described above.

Objections. All objections to the Settlement must be filed with the Court and postmarked to all counsel of record no later than forty-five (45) calendar days after the Claims Administrator's first mailing of the Notice to members of the Settlement Class. Unless the Court directs otherwise, the forty-five (45) day period applies notwithstanding any argument regarding non-receipt of the Notice. If any objector intends to appear at the Final Approval hearing, either in person or through counsel, he or she must include, with the objection, notice of that fact and state the grounds for his or her objection. The Parties will be permitted to respond in writing to such objections prior to the Final Approval hearing. If any member of the Settlement Class fails to file and serve a timely written objection, he or she will be deemed to have waived any objection to the Settlement.

Opportunity to Opt Out. To opt out of the Settlement Class, a member of the Settlement Class must postmark or fax to the Claims Administrator a timely written and signed request to be excluded from the Settlement Class no later than forty-five (45) calendar days after the Claims Administrator's first mailing of the Notice to members of the Settlement Class.

Withdrawal of the Stipulation. If ten percent (10%) or more members of the Settlement Class opt out, then Odd Fellows Home of California may, in its sole discretion, unilaterally withdraw from and terminate this Stipulation no later than ten (10) days after the Claims

1 Administrator has certified the final number of putative class members who submitted exclusion
2 forms.

3 Receipt and Re-mailings. Where the Notice is returned undelivered to the Claims
4 Administrator within the forty-five (45) day time limit, there will be one attempt to re-mail the
5 Notice to the addressee as follows: The Claims Administrator will conduct a RUM search
6 (Returned Undelivered Mail), sometimes known as a skip trace, within five (5) days from receipt
7 of such returned original, in order to search for current addresses, and will re-mail the original to
8 the addressee within that five (5) days. If new address information is obtained, the Claims
9 Administrator shall forward within five (5) days from receipt of the new address information the
10 original Notice to that new address via first class regular U.S. mail, indicating on the original
11 notice the date of such re-mailing, and giving the addressee an additional five (5) calendar days
12 after such written notification is post-marked to file a claim, object, or opt out.

13 **CLAIM PROCEDURE.**

14 The parties have established a claim procedure to resolve all claims of the Settlement
15 Class. This procedure is governed exclusively by the terms and conditions set forth in this
16 Stipulation.

17 Limitations Period. Unless they opt out, members of the Settlement Class who submit a
18 valid, timely Claim Form shall be entitled to monetary recovery for claims arising during
19 employment by Odd Fellows Home of California during the period from May 24, 2010 through
20 May 29, 2015.

21 Claim Forms. Attached as Exhibit 2 to this Stipulation is a Claim Form, which the
22 Parties have jointly drafted. The Claims Administrator will mail a Claim Form to each member
23 of the Settlement Class along with the Notice described above.

24 After Preliminary Approval and the mailing of the Notices and Claim Forms, any
25 member of the Settlement Class who chooses to file a claim, and who does not opt out, must
26 follow the requirements set forth immediately below:

27 (a) Such individual must send a fully completed and signed Claim Form to the
28 Claims Administrator, postmarked or faxed within forty-five (45) days of the first mailing of the

1 Notice. Unless said individual timely opts out of the Settlement Class, failure to mail or fax a
2 completed claim form and release postmarked or faxed within the prescribed time period will
3 disqualify him or her from that individual's share of the Net Settlement Amount defined above,
4 and his or her claim will be extinguished. Additionally, the Claims Administrator is only
5 authorized to pay at the appropriate time the claim of those individual members of the Settlement
6 Class who timely submit a completed and signed Claim Form with their name and other required
7 information clearly identifiable. The Claim Form mailed by the Claims Administrator shall
8 apprise the members of the Settlement Class of these essential requirements. Named Plaintiffs
9 McQueen and Trevino need not make a claim to receive their portion of the settlement proceeds.

10 (b) For each member of the Settlement Class, the Claim Form mailed by the Claims
11 Administrator will state the number of non-exempt workweeks worked by the member during
12 the Settlement Period and the approximate pretax amount to which each member of Settlement
13 Class will receive if they choose to participate in the settlement and return a Claim Form.

14 (d) Claim Forms must be signed and submitted by members of the Settlement Class
15 under penalty of perjury.

16 Cure of Deficiency. A member of the Settlement Class must complete, sign under
17 penalty of perjury, and mail or fax the Claim Form by U.S. mail to the Claims Administrator,
18 postmarked or faxed no later than forty-five (45) calendar days after the date the Notice was
19 mailed. If a timely but incomplete or defective Claim Form is received by the Claims
20 Administrator within the required time, the Claims Administrator shall, as promptly as
21 reasonably possible, but in no event later than five (5) calendar days after such receipt, notify the
22 member in writing by mail, of the defect in the Claim Form, and give that person an additional
23 fifteen (15) calendar days after such written notification of deficiency is postmarked or faxed to
24 cure any defect. If the member fails to satisfy the requirements stated in this paragraph, the
25 Claim Form from that person will be invalid, and that member will not share in any monetary
26 recovery, but will still be bound by the terms and conditions of the Settlement.

27 **COMPUTATION AND DISTRIBUTION OF PAYMENTS.**

28 Distribution Formula. Each member of the Settlement Class who submits a complete and

1 timely Claim Form pursuant to this Stipulation shall be entitled to recover a share of the Claim
2 Pool based on the number of weeks that he or she was an hourly employee and met the definition
3 of a member of the Settlement Class ("Pro Rata Settlement Payment"). Additionally, each
4 member of the Settlement Class who submits a complete and timely Claim Form and who is no
5 longer employed by Defendant as of May 29, 2015, shall receive an additional \$150, which shall
6 be paid from the Claim Pool ("Former Employee Payment"). Any member of the Settlement
7 Class that was hired after January 1, 2015, who submits a complete and timely Claim Form shall
8 receive a flat payment of \$100 and these individuals will not be entitled to a Pro Rata Settlement
9 Payment ("Recent Employee Payment"). All Former Employee Payments and all Recent
10 Employee Payments shall be deducted from the Claim Pool and the balance that remains shall be
11 made available for distribution to members of the Settlement Class who are entitled to Pro Rata
12 Settlement Payments.

13 In order to determine each Class Members minimum Pro Rata Settlement Payment, the
14 value of each week shall be determined by dividing the balance that remains in the Claim Pool
15 (after the Former Employee Payments and Recent Employee Payments are deducted) by the total
16 number of non-exempt weeks worked by all members of the Settlement Class that are entitled to
17 a Pro Rata Settlement Payment during the Class Period. Each member of the Settlement Class
18 entitled to a Pro Rata Settlement Payment who returns a completed, signed Claim Form within
19 forty five (45) days of the mailing of the Notice shall receive a Pro Rata Settlement Payment
20 equal to the number of non-exempt weeks that he or she was an hourly employee and met the
21 definition of a member of the Settlement Class, multiplied by the value of a non-exempt
22 workweek.

23 In the event that the aggregate amount to be paid to all of the Class Members who have
24 timely submitted a valid Claim Form is less than 50% of the Claim Pool then the difference shall
25 be distributed amongst each of the members of the Settlement Class entitled to a Pro Rata
26 Settlement Payment who have timely submitted a valid Claim Form on a *pro rata* basis. Any
27 unclaimed amounts above fifty percent (50%) of the Claim Pool shall be the exclusive property
28 of Defendant and shall revert to the Defendant ten (10) days after the settlement funding.

1 Time for Distribution. None of the Net Settlement Amount funds will be distributed until
2 after the Effective Date of this Settlement, as described below.

3 (a) Settlement Funding Deadline. Within fifteen (15) calendar days of the Effective
4 Date, Odd Fellows Home of California will transfer funds to the Claims Administrator sufficient
5 to make all payments required under the settlement. “Effective Date” shall be the date of Final
6 Approval if there are no objections to the Settlement. If objections are made and the objection is
7 overruled, and no appeal is taken of the Final Approval order, then the Effective Date of the
8 Settlement shall be sixty five (65) days after the trial court enters the Final Approval order. If an
9 appeal is taken from the Court’s overruling of objection(s) to the Settlement, then the Effective
10 Date of the Settlement shall be twenty (20) days after the appeal is withdrawn or after an
11 appellate decision affirming the Final Approval order becomes final. If there is an appeal filed in
12 this matter, Defendant Odd Fellows Home of California shall place the gross settlement amount
13 in an interest bearing account within five (5) days of service of the notice of appeal. The gross
14 settlement amount must remain in the interest bearing account until twenty (20) days after the
15 appeal is withdrawn or after an appellate decision affirming the Final Approval order becomes
16 final.

17 (b) Settlement Payout Timetable. Within seven (7) calendar days of receiving the
18 settlement funds from Odd Fellows Home of California, the Claims Administrator will pay all
19 claims, Court-approved attorneys’ fees, costs, enhancement payments and PAGA payment. If a
20 settlement class member fails to cash their settlement payment within one hundred and eighty
21 days (180) of mailing by the Claims Administrator, the money shall revert to the California
22 Labor and Workforce Development Agency.

23 **GROSS SETTLEMENT AMOUNT AND DEDUCTIONS.**

24 Gross Settlement Amount: Odd Fellows Home of California agrees to pay up to Seven
25 Hundred Twenty Nine Thousand and Seven Hundred Dollars (\$729,700) the maximum total
26 cash consideration provided by the Settlement. Other than as set forth below in this paragraph,
27 Odd Fellows Home of California will not be obligated under any circumstances to pay in excess
28 of said Gross Settlement Amount in connection with the Settlement. The Gross Settlement

Amount includes sums for all Class Counsel's approved attorneys' fees and costs, the Class Representative Enhancement, all of the Claims Administrator's approved costs and expenses of administration of the Settlement, and payments to individual members of the Settlement Class. In addition to the Gross Settlement Amount, Odd Fellows Home of California shall pay all employer payroll taxes associated with settlement payments made to the Class Members from the Net Settlement Amount.

Class Representative Enhancement. Out of the Gross Settlement Amount noted above, McQueen and Trevino will each receive a Class Representative Enhancement award of up to Five Thousand Dollars (\$5,000) for their time and effort in prosecuting this case on behalf of the class and for assuming the risk of paying for Odd Fellows Home of California's costs in the event of an unsuccessful outcome. The Class Representative Enhancement is in addition to McQueen's and Trevino's share they will receive as a member of the settlement class. An IRS Form 1099 will be issued to McQueen and Trevino for their Class Representative Enhancements.

Class Counsel's Attorneys' Fees and Costs. Odd Fellows Home of California and its counsel will not oppose a request by Class Counsel for an award of Attorneys' Fees of up to 33.33% of the Gross Settlement Amount, plus an award of litigation costs of up to Fifteen Thousand Dollars (\$15,000). Class Counsel agrees not to seek from the Court more than the agreed amounts in fees and costs.

Administration Costs. The parties agree to appoint Phoenix Settlement Administrators as Claims Administrator to administer the Settlement. The Claims Administrator will perform all of the duties described herein, including distribution of Notices and Claim Forms. The Claims Administrator will calculate and distribute all amounts to be paid from the Gross Settlement Amount. All charges and expenses of the Claims Administrator will be paid from the Gross Settlement Amount, subject to Court approval.

TAXATION.

With regard to individual payments made to members of the Settlement Class pursuant to the Settlement, the parties agree for tax reporting purposes that said individual payments shall be allocated as follows: One third shall be considered wages subject to normal payroll withholding

1 and IRS Form W2 reporting, two-thirds shall be considered statutory penalties and interest
2 subject to IRS Form 1099 reporting. The Claims Administrator shall be responsible for
3 distributing all required tax forms to Class Members.

4 McQueen, Trevino and members of the Settlement Class shall be responsible individually
5 for remitting to tax authorities any and all applicable taxes they may owe for amounts reported
6 on IRS Form 1099.

7 **COURT APPROVAL.**

8 This Stipulation is contingent upon Final Approval by the Court, and full compliance
9 with all the terms and conditions herein.

10 The Parties agree to take all steps as may be reasonably necessary to secure approval of
11 the Settlement, to the extent not inconsistent with the terms of this Stipulation and the
12 Memorandum of Understanding that was entered into by the Parties on May 29, 2015 ("MOU").
13 The Parties agree not to take any action adverse to each other in obtaining Court approval and, if
14 necessary, appellate approval, of the Settlement in all respects. McQueen, Trevino, Class
15 Counsel and Odd Fellows Home of California and its counsel expressly agree that they will not
16 file any objection to the Final Approval of the Settlement or assist or encourage any person or
17 entity to file any such objection or opt out of the Settlement Class, and have not done so at any
18 time before the date this Stipulation was signed.

19 **MISCELLANEOUS PROVISIONS.**

20 Stay of Action. The parties agree to stay all discovery in the Action, pending Final
21 Approval of the Settlement, and all related activities hereunder. If the Court does not approve
22 the Settlement in all material respects, the Parties will be restored to their respective positions in
23 this Action that they had before signing this Stipulation.

24 Interpretation of the Stipulation. This Stipulation will be interpreted and enforced under
25 the laws of the State of California without regard to its conflict of laws provisions.

26 Final Agreement. The terms and conditions of this Stipulation and the MOU constitute
27 the exclusive and final understanding and expression of all agreements between the parties with
28 respect to the Action, the Settlement, and the matters noted herein. McQueen and Trevino, on

1 their own behalf and on behalf of the Settlement Class represent, and Odd Fellows Home of
2 California accept this Stipulation based solely upon its terms and not in reliance upon any
3 representations or promises other than those contained in this Stipulation and the MOU. This
4 Stipulation may be modified only by a writing signed by the original signatories and approved by
5 the Court.

6 Counterparts. This Stipulation may be executed in one or more actual or telecopied
7 counterparts, all of which will be considered one and the same instrument and all of which will
8 be considered duplicate originals.

9 Authority. Each individual signing below warrants that he or she has the authority to
10 execute this Stipulation on behalf of the party for whom or for which that individual signs.

11 Previous Orders. The parties agree to comply with all previous Orders concerning
12 confidentiality of writings, data and information, and to timely return all such writings, data, and
13 information as specified in such Orders and any confidentiality stipulations or agreements.

14 No Encouragement. Class Counsel and Odd Fellows Home of California's Counsel
15 agree that they have not, and will not in the future, do anything to encourage any member of the
16 Settlement Class to opt out of the Settlement or object to its terms.

17 No Assignment. McQueen and Trevino affirm that they have not assigned any claims
18 released hereunder.

19 Joint Drafting. McQueen, Trevino and Odd Fellows Home of California affirm that this
20 Stipulation was jointly drafted by counsel for the Parties and that therefore if it is deemed
21 ambiguous, in any part, that provision will not be construed against either party.

22 Construction. This Stipulation shall be construed as a whole in accordance with its fair
23 meaning and in accordance with the laws of the State of California. The language of this
24 Stipulation shall not be construed for or against either party. The headings used herein are for
25 reference only and shall not affect the construction of this Stipulation.

26 No Inducement. McQueen, Trevino and Odd Fellows Home of California acknowledge
27 that no representations have been made to them to induce them to agree to this Stipulation, other
28 than those terms stated herein.

1 Admissibility. This Stipulation is a binding agreement pursuant to Evidence Code
2 Section 1123. This Stipulation is admissible into evidence to enforce its terms pursuant to Code
3 of Civil Procedure Section 664.6.

4 Filing. This Stipulation will be filed with the Court when papers and pleadings are
5 submitted to the Court with a request for an order preliminarily approving the Settlement.

6 IT IS SO STIPULATED.

7 Dated: July 17, 2015

GORDON & REES LLP

8 By: 

Mark S. Posard

Joel P. Glaser

Stephanie D. Halford

Attorneys for Defendant

ODD FELLOWS HOME OF CALIFORNIA

12 Dated: July 17, 2015

NORTH BAY LAW GROUP

14 By: 

David S. Harris

Attorney for Plaintiffs

CORAL MCQUEEN and FELICIA TREVINO

17 Dated: July 17, 2015

LAW OFFICES OF JAMES D. RUSH

18 By: 

Attorney for Plaintiffs:

CORAL MCQUEEN and FELICIA TREVINO

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF NAPA
MCQUEEN, ET AL. V. ODD FELLOWS HOME OF CALIFORNIA - CASE NO. 26-64176
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND
FINAL SETTLEMENT APPROVAL HEARING

A court authorized this notice. This is not a solicitation from a lawyer.

IF YOU HAVE BEEN EMPLOYED BY ODD FELLOWS HOME OF CALIFORNIA AS A NON-EXEMPT EMPLOYEE IN THE STATE OF CALIFORNIA DURING ALL OR PART OF THE PERIOD FROM MAY 24, 2010 THROUGH MAY 29, 2015 YOU COULD RECEIVE A PAYMENT FROM A PROPOSED CLASS ACTION SETTLEMENT.

- A proposed class action settlement (“the Settlement”) has been reached between plaintiffs Coral McQueen and Felicia Trevino (“Plaintiffs” or “Class Representatives”), on behalf of themselves and the below-defined Settlement Class, and defendant Odd Fellows Home of California (“Odd Fellows” or “Defendant”).
- The Settlement resolves a class action lawsuit about claims that Odd Fellows violated various California wage and hour labor laws including, among other things, (1) allegedly failing to pay accurate overtime compensation in accordance with California labor laws, (2) allegedly failing to provide employees with meal and rest periods in accordance with California law, (3) allegedly failing to provide accurate written wage statements to employees, and (4) allegedly failing to timely pay earned wages to employees following the termination of their employment. Odd Fellows denies all liability to Settlement Class members, asserts that Odd Fellows has fully complied with all applicable wage and hour laws, and has entered into the Settlement solely for purposes of resolving this dispute.
- The Settlement provides for cash payments to Odd Fellows employees who worked as non-exempt employees in California during all or part of the period from May 24, 2010 through May 29, 2015 (“Class Period”). As explained in more detail below, the approximate minimum pre-tax settlement payment that you will receive is based pro rata on the total number weeks that you were a non-exempt employee during the Class Period in proportion to the total number of weeks worked by all non-exempt employees during the Class Period (“Pro Rata Settlement Payment”). If you were hired on or after January 1, 2015, you are not entitled to a Pro Rata Settlement Payment but instead you are entitled to receive a flat payment of \$100. Additionally, if you were no longer employed by Odd Fellows as of May 29, 2015, you are entitled to receive an additional payment of \$150 (“Former Employee Payment”).
- The enclosed Claim Form lists the approximate minimum pre-tax settlement payment to which you qualify under the Settlement. Additionally, the Claim Form lists the number of weeks you worked as a non-exempt employee during the Class Period, which is the specific information that was used to determine your approximate minimum settlement payment.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
PARTICIPATE	To receive a cash payment from the Settlement, you must return the enclosed Claim Form by no later than [+45 days from mailing] .
DO NOTHING	If you do nothing you will not receive any cash payment from the Settlement and you will give up your rights to be part of any other lawsuit against Defendant involving claims arising under California law that are the same as or similar to the ones in this case.
EXCLUDE YOURSELF	The only way for you to retain your rights against Defendant involving legal claims that arise under California law and are the same as or similar to the ones in this case is to submit a valid Request for Exclusion to the Claims Administrator postmarked no later than [+45 days from mailing] .
OBJECT	If you were employed by Defendant in California and wish to object to the Settlement, you must not exclude yourself from the Settlement and you must file with the Court and mail to the Claims Administrator and all counsel of record your written objection and supporting papers no later than [+45 days from mailing] .

- These rights and options, and how to exercise them, are explained in more detail in this notice and on the enclosed Claim Form. The Court handling this case still has to decide whether to grant final approval to the Settlement. Payments will only be issued if the Court grants final approval to the Settlement.
- Additional information regarding the Settlement is available through the Claims Administrator or Class Counsel, whose contact information is provided in this notice. Additionally, the full terms of the Settlement, as well as the relevant pleadings in this lawsuit can be found online at the following address: **[insert website URL]**.

FREQUENTLY ASKED QUESTIONS

BASIC INFORMATION

1. Why did I get this notice?

Odd Fellows' records show that you are, or have been, employed as a non-exempt employee in California during all or part of the period from May 24, 2010 through May 29, 2015. This notice explains the lawsuit, the Settlement, and your legal rights.

The lawsuit in the Superior Court of California, County of Napa, is known as *McQueen et al. v. Odd Fellows Home of California*, Case No. 26-64176 ("Action"). Coral McQueen and Felicia Trevino are called the "Plaintiffs" and the company they sued, Odd Fellows Home of California, is called the "Defendant." The judge assigned to oversee this class action is the Honorable **FILLIN** (the "Court").

2. What is the Action about?

The Action generally involves claims under California wage and hour laws. Plaintiffs are or were employed by Odd Fellows as non-exempt employees in the State of California. Plaintiffs allege, among other things, that Defendant allegedly failed to pay accurate overtime compensation to California employees, allegedly failed to provide California employees with meal and rest periods in compliance with California law, allegedly failed to provide accurate written wage statements to California employees and allegedly failed to timely pay earned wages to California employees following the termination of their employment. Defendant denies all liability and asserts that it has fully complied with all applicable wage and hour laws, asserts that the Action should not be a class action except for purposes of the Settlement and it has entered into the Settlement solely for purposes of resolving this dispute.

3. Why is this lawsuit a class action?

In a class action, one or more individuals are called the "class representatives." In this case, Coral McQueen and Felicia Trevino are the class representative who brought suit on behalf of other employees who have similar claims. All of these people are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date of preliminary approval]**, the Honorable **FILLIN** issued an order conditionally certifying the Settlement Class defined in response to Question 4 below for purposes of settlement only.

4. Who is in the Settlement Class?

The Settlement Class is defined as follows:

- All individuals employed as a non-exempt employees by Defendant Odd Fellows Home of California in the State of California during the period from May 24, 2010 to May 29, 2015.

5. Why is there a settlement?

After conducting substantial discovery, including the exchange of extensive documentation and class data, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Odd Fellows denies all of the legal claims in the case. The Class Representatives and their lawyers think the Settlement is in the best interests of all Settlement Class members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Odd Fellows agrees to pay a total settlement amount of up to \$729,700. Deducted from the total settlement amount will be sums approved by the Court for attorneys' fees (not to exceed \$243,200, 33.33% of the Gross Settlement Fund), attorneys' actual costs as approved by the Court (not to exceed \$15,000), enhancement awards to Plaintiffs for their services as the Class Representatives (not to exceed \$10,000) as approved by the Court, a Private Attorney General Act ("PAGA") payment in the amount of \$10,000 payable to the California Labor Workforce Development Agency ("LWDA") and the fees and expenses of the Claims Administrator (not to exceed \$30,000). The total Court-awarded deductions from the Total Settlement Amount will result in a Claim Pool of at least \$421,500, which will be used for payments to those employees who submit valid Claim Forms.

The Claim Pool will be made available for distribution to individuals who were employed in the State of California as non-exempt employees with Odd Fellows during all or some of the period from May 24, 2010 to May 29, 2015 (the "Class Period"). If you submit

a complete and timely Claim Form you are entitled to one or more of the following three payments under the terms of the Settlement: (1) a Pro Rata Settlement Payment, (2) a Former Employee Settlement Payment, and/or (3) a Recent Employee Settlement Payment.

To the extent you worked during some or all of the period from May 24, 2010 through May 29, 2015, you are entitled to a Pro Rata Settlement Payment, which is based pro rata on each non-exempt employee's total number of weeks worked during the Class Period in proportion to the total number of weeks worked by all employees during the Class Period. For example purposes only, if the entire Settlement Class' total number of weeks worked during the Class Period was 1,000, and your total number of weeks worked during the Class Period was 50, your minimum individual Pro Rata Settlement Payment will be .5% of the amount available for distribution to the Pro Rata Settlement Class (1,000 total work weeks pay periods divided by 50 pay period actually worked = .5%). To the extent you were hired during the period from January 1, 2015 through May 29, 2015, you are not entitled to a Pro Rata Settlement Payment and instead you are entitled to a Recent Employee Settlement Payment in the amount of \$100. Finally, if you were no longer employed by Defendant as of May 29, 2015, you are also entitled to receive a Former Employee Settlement Payment in the amount of \$150. In the event that the aggregate amount to be paid to all of the Class Members who have timely submitted a valid Claim Form is less than 50% of the Claim Pool then the difference shall be distributed amongst each of the members of the Settlement Class entitled to a Pro Rata Settlement Payment who have timely submitted a valid Claim Form on a pro rata basis.

The attached Claim Form lists the various settlement payment(s) for which you qualify and the approximate minimum pre-tax amount you would be entitled to receive if you participate in the Settlement and submit a complete and timely Claim Form. If you believe the Claim Form is incorrect and you wish to challenge the payroll information used by the Claims Administrator to determine your approximate minimum settlement payment, please notify the Claims Administrator no later than **[45 days from the date of mailing of the Class Notice]**:

Claims Administrator

[address]

(800) xxx-xxxx

You must submit written evidence to support your challenge to the payroll information with the enclosed Claim Form. The Claims Administrator will have full discretion as to whether to accept or deny your challenge. The Claims Administrator will 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.

7. What am I giving up in exchange for the settlement benefits?

In exchange for the settlement payment being provided, Plaintiffs and each member of the Settlement Class who does not submit a valid Request for Exclusion (defined in response to Question 10 below) will release and discharge Odd Fellows from the claims at issue in the above entitled lawsuit. This release will cover all "Class Members' Released Claims," which shall mean any and all claims or causes of action that are based on or reasonably relate to the claims asserted in the First Amended Complaint by Plaintiffs, including claims for the following: (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.

Additionally, as to the Class Members' Released Claims only Plaintiffs and each member of the Settlement Class who does not submit a valid Request for Exclusion expressly waives 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.

You can talk to one of the lawyers listed below for free or you can hire and talk to your own lawyer if you have questions about the Class Released Claims and what they mean.

HOW TO GET A PAYMENT

8. How do I get a payment?

To receive a payment, you must complete and submit the enclosed Claim Form. You must complete and submit the Claim Form sent to you with this Notice and mail it postmarked no later than **[+45 days from mailing]** to:

[INSERT CLAIMS ADMIN INFO]

Claim Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Settlement Class members who fail to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court regardless of whether or not they have submitted valid Claim Forms.

9. When will I get my check?

Checks will be mailed to Settlement Class members eligible to receive benefits under the Settlement, after the Court grants “final approval” of the Settlement. If the judge approves the settlement after a hearing on **[insert date of Final Approval Hearing]** (see “The Court’s Fairness Hearing”), there may be appeals. If there are any appeals resolving them could take some time, so please be patient. Provided that the Court grants “final approval” of the Settlement, checks will be sent out in approximately January 2016, assuming there are no appeals. To the extent you have questions regarding when checks will be mailed, please contact the Claims Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you may be excluded (i.e., “opt out”) by sending a timely letter in writing that contains your name, address, telephone number and the last four digits of your Social Security Number, stating that you wish to be excluded from the Settlement Class in the matter of *McQueen et al. v. Odd Fellows Home of California*. (“Request for Exclusion”). If you opt out of the Settlement, you will not be releasing your California state-law claims. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+45 days from mailing]** to:

[INSERT CLAIMS ADMIN INFO]

Requests for Exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Settlement Class Member who fails to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement and any Judgment entered in the Action if the Settlement receives final approval from the Court.

11. If I exclude myself, can I get anything from the Settlement?

No. By electing to be excluded from the Settlement Class, (1) you will not receive the check generated by the Settlement (if approved), even if you would otherwise be entitled to it; (2) you will not be bound by any further order or judgments entered for or against the Settlement Class; (3) you will have no right to object to the settlement or be heard at any hearing scheduled for the Court’s consideration of the settlement; and (4) you may present any claims against Defendant that were asserted by Plaintiffs in this case.

12. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Odd Fellows for any of the Class Members’ Released Claims described in response to Question 7 above. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The following lawyers have been retained to serve as Class Counsel for the Settlement Class:

James Rush LAW OFFICES OF JAMES D. RUSH 7665 Redwood Blvd., Suite 200	David S. Harris NORTH BAY LAW GROUP 116 E. Blithedale Ave., Suite 2
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Novato, California 94945-1405 Telephone: 415.897.48011 Facsimile: 415.897.5316	Mill Valley, California 94941 Telephone: 415.388.8788 Facsimile: 415.388.8770
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14. Who are the lawyers Representing Odd Fellows Home of California?

The following lawyers have been retained to represent Odd Fellows Home of California in this case:

Mark Posard
Joel Glasser
GORDON & REES LLP
633 West Fifth Street, 52nd floor
Los Angeles, California 90071
(213) 270-7833
(415) 875-3343

15. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel can petition the Court for up to \$243,200 in attorneys' fees (33.33% of the gross settlement fund) and actual costs incurred (not to exceed \$15,000). The Court may award less than these amounts. In addition, and subject to Court approval, Plaintiffs Coral McQueen and Felicia Trevino will each seek an enhancement award of \$5,000 for their participation in this lawsuit and for taking on the risk of litigation. Class Counsel has filed its Motion for Attorneys' Fees, Costs and Enhancement Award, which can be found online at: **[insert website URL]**.

Furthermore, and subject to Court approval, the Settlement Administrator's costs and fees associated with administering the Settlement shall be paid from the total Settlement amount, which will not exceed \$30,000.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

Any member of the Settlement Class may object to the proposed Settlement, or any portion thereof, by a written objection, and supporting papers, which must be filed with the Court and mailed to all counsel of record no later than **[45 days after Notice is sent to class members]**. The Court's and counsel of record's addresses are the following:

Superior Court of California County of Napa << Fill in Address >>	Mark Posard Joel Glasser GORDON & REES LLP 633 West Fifth Street, 52nd floor Los Angeles, California 90071
James Rush LAW OFFICES OF JAMES D. RUSH 7665 Redwood Blvd., Suite 200 Novato, California 94945-1405	David S. Harris NORTH BAY LAW GROUP 116 E. Blithedale Ave., Suite 2 Mill Valley, California 94941
[INSERT CLAIMS ADMIN INFO]	

A written objection must contain the objecting person's full name, current address and specifically state all objections and the reasons therefore, and include any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations). A Settlement Class member who desires to object but who fails to comply with the objection procedure set forth herein shall be deemed not to have objected. Any member of the Settlement Class who does not timely submit written objections shall not be permitted to present his or her objections at the Court's Fairness Hearing. Any Settlement Class who submits an objection remains eligible to receive monetary compensation from the Settlement if he or she submits a timely and valid Claim Form. Only Settlement Class members who do not file a Request for Exclusion may file objections.

17. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you will

have no basis to object because the Settlement will no longer affect you. You will receive no money under the settlement if you exclude yourself.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. If you have filed a timely objection or notice of intention to appear you may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Final Approval Hearing on **[insert date of final approval hearing]** in Courtroom **[FILL IN]** at the Superior Court of California, County of Napa Courthouse, which is located at **[FILL IN]**. The Hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have filed a timely objection or Notice of Intention to Appear. The Court will also decide how much to pay Class Counsel for attorneys' fees and costs and how much of an enhancement award to pay the Class Representatives. After the Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer at your own expense to attend and enter an appearance on your behalf, but it is not required.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear" in the *McQueen et al. v. Odd Fellows Home of California* settlement. Be sure to include your name, address, telephone number, and your printed and signed name. Your Notice of Intention to Appear must be postmarked no later than **[+45 days from mailing]**, and be sent to the Clerk of the Court, Claims Administrator and the Counsel of Record, at the addresses above. You cannot speak at the hearing if you excluded yourself, and you will not be able to speak unless you timely file a Notice of Intention to Appear or an Objection.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a member of the Settlement Class and you do nothing, you will not receive a payment from this Settlement and you will not be able to start a lawsuit or continue a lawsuit against Defendant about the state-law claims in this case described in response to Question 7 ever again. You will get no compensation and you will be releasing your state-law claims.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement. You may contact Class Counsel, Counsel for Odd Fellows or the Claims Administrator for more information. Additionally, copies of the settlement agreement, pleadings and other important filings in the Action can be found online at the following address: **[insert website URL]**.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE OR ODD FELLOWS WITH INQUIRIES.

Date: _____, 2015

EXHIBIT 2

CLAIM FORM

<p>SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF NAPA <i>MCQUEEN, ET AL. V. ODD FELLOWS HOME OF CALIFORNIA - CASE NO. 26-64176</i></p>

YOU MUST TIMELY COMPLETE, SIGN AND RETURN THIS FORM BY **[+45 DAYS FROM MAILING] TO BE ELIGIBLE FOR A MONETARY RECOVERY.**

<<Name>>

<<Address Line 1>>

<<Address Line 2>>

<<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 **[+45 DAYS FROM MAILING]** ADDRESSED AS FOLLOWS TO BE ELIGIBLE TO RECEIVE A RECOVERY.

[INSERT CLAIMS ADMINISTRATOR INFORMATION]

Under the terms of this Settlement, you qualify to claim a minimum pre-tax payment of approximately **\$<<estimated award>>** ("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 **[Fill in Amount]** based on Odd Fellows' payroll records, which indicate you worked **[insert # of weeks worked]** 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: _____

EXHIBIT 2



JEFFREY KRIVIS
MARIAM ZADEH



Jeffrey Krivis

Jeffrey Krivis began his mediation practice in 1989, when lawyer-mediators in Southern California were rare, and litigators had to look outside the state for experienced practitioners. Now, more than 20 years later and having resolved thousands of disputes -- including class action, mass tort, employment, entertainment, business, complex insurance, product liability, and malpractice matters -- Krivis is recognized not only as a pioneer in the field, but also as one of the most respected neutrals in the state.

An adjunct professor at the Straus Institute for Dispute Resolution at Pepperdine University School of Law since 1994, Krivis teaches negotiation and mediation skills to lawyers and judges. His experiences as a working mediator and academic prompted him to write the award winning book *Improvisational Negotiation: A Mediator's Stories of Conflict About Love, Money and Anger - and the Strategies that Resolved Them* (Wiley/Jossey-Bass 2006), as well as *How To Make Money as a Mediator (And Create Value for Everyone): 30 Top Mediators Share Secrets to Building a Successful Practice* (Jossey-Bass 2006). He is also a contributing author to the ABA book "Stories Mediators Tell."

Krivis is a past president of both the International Academy of Mediators and the Southern California Mediation Association. He has served as a Council member of the section on Dispute Resolution for the ABA. The Los Angeles Daily Journal legal newspaper has named him as one of the "Top Neutrals in the State" numerous times, and he continues to be recognized since its inception on the "Super Lawyer" list published by Los Angeles magazine and Law & Politics Media. He was featured in the 2010 and 2014 editions of "Best Lawyers in America" as both the Lawyer of the Year in Southern California and Los Angeles for Alternative Dispute Resolution and Mediation. Krivis is (AV) rated from Martindale-Hubbell.

16501 Ventura Blvd., Suite 606 • Encino, CA 91436
TEL: 818.784.4544 • FAX: 818.784.1836 • www.firstmediation.com
Also available in Northern California

Jeffrey Krivis ~ Mariam Zadeh

JEFFREY KRIVIS | MARIAM ZADEH | OUR TEAM | RESOURCES | CONTACT



JEFFREY KRIVIS RESUME



Jeffrey Krivis began his mediation practice in 1989, when lawyer-mediators in Southern California were rare, and litigators had to look outside the state for experienced practitioners. Now, years later and having resolved thousands of disputes — including wage and hour and consumer class actions, entertainment, mass tort, employment, business, complex insurance, product liability and wrongful death matters — Krivis is recognized not only as a pioneer in the field, but also as one of the most respected neutrals in the state.

An adjunct professor at the [Straus Institute for Dispute Resolution](#) at Pepperdine University School of Law since 1994, Krivis teaches negotiation and mediation skills to lawyers and judges. His experiences as both a working mediator and academic prompted him to write two books: "Improvisational Negotiation: A Mediator's Stories of Conflict About Love, Money and Anger - and the Strategies that Resolved Them" and "How To Make Money As A Mediator And Create Value For Everyone (Wiley/Jossey-Bass 2006). Improvisational Negotiation received the [2006 Outstanding Book](#)

Award from the [CPR Institute for Conflict Prevention & Resolution](#). He is also a contributing author to the book entitled "[Stories Mediators Tell](#)," published in 2012 by the American Bar Association Section of Dispute Resolution.

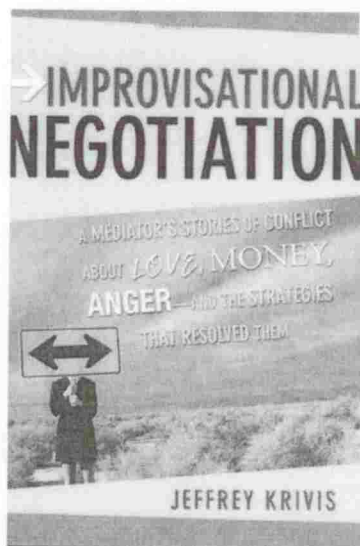
Krivis is a past president of both the [International Academy of Mediators](#) and the Southern California Mediation Association. The Los Angeles Daily Journal legal newspaper named him many times as one of the "top neutrals in the state," and he continues to appear since its inception on the [Super Lawyer](#) list published by Los Angeles magazine and Law & Politics Media. In 2010 and 2014 he was awarded "Lawyer of the Year" for both Alternative Dispute Resolution and Mediation by the "[Best Lawyers in America](#)." The [Hollywood Reporter](#) recognized him as one of the "Power Mediators" in the entertainment industry. In 2011 he was recognized by the International Academy of Mediators with the President's Award for leadership and vision. Krivis received the highest rating (AV) from Martindale-Hubbell.

Krivis practices primarily in Southern California, San Francisco and [Monterey, California](#).

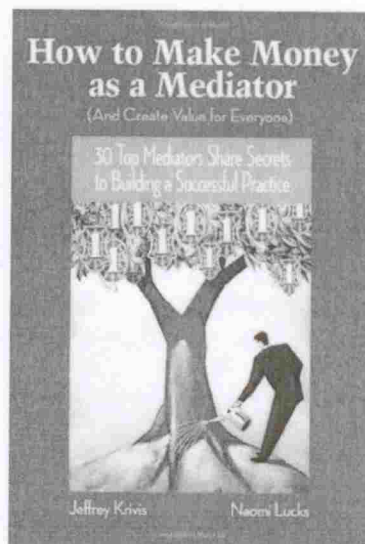
> [Print Resume](#) <

BOOKS AND PUBLICATIONS

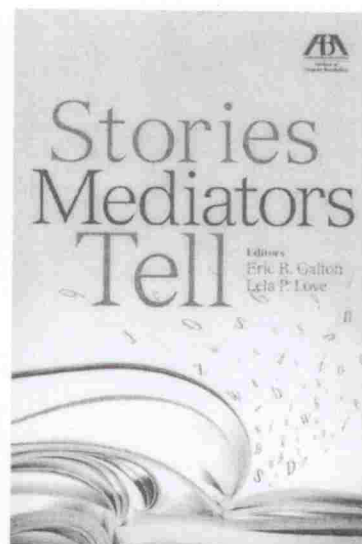
Mr. Krivis is the author of two books published by Wiley/Jossey Bass:



"Improvisational Negotiation"



"How To Make Money As A Mediator"



Mr. Krivis is also a contributing writer to the ABA book entitled "Stories Mediators Tell".

In addition, [click here](#) for a list of articles and guides published by Mr. Krivis in the area of alternative dispute resolution.

PREVIOUS WORKSHOPS AND PRESENTATIONS

Mr. Krivis has presented dispute resolution programs for superior court judges, corporations, federal agencies, insurance companies, law firms and trade associations. The programs include:

- Professor, "Advanced Mediation," Pepperdine Law School, 2006-present
- Trainer, "**Mediating The Litigated Case**," 6-Day Program for senior level attorneys and judges, (Irvine, Encino and Los Angeles), Pepperdine Law School/Straus Institute for Dispute Resolution, 1994-present
- Contributing Writer, "[Kluwer Mediation Blog](#)," International publication of Wolters Kluwer
- Presenter, "Using Improvisational Skills In Trial," Consumer Attorneys of California 52nd Annual Convention, November 2013.
- Professor, "Improvisational Negotiation," 3-Day Program for trial attorneys and judges, Summer Skills Program, Pepperdine Law School/Straus Institute for Dispute Resolution, 2007, 2008, 2009, 2010, 2011
- Trainer, "Using Improvisational Skills In Mediation," Canadian Institute of Resources Law, University of Calgary, June 2011
- Presenter, "Negotiating Class Action Cases," 3rd – 5th Annual Class Action Symposium, Consumer Attorneys of San Diego, October 2010-2012
- Professor, "**Specialized Mediation**," Summer Skills Program emphasizing *Employment, Personal injury and Medical malpractice* disputes at Pepperdine Law School/Straus Institute for Dispute Resolution, 2004 – present (Malibu and Vermont)
- Trainer, "Using Improvisational Techniques In Mediation," San Diego Association of Realtors, November 21, 2009
- Workshop Leader, "Improvisational Negotiation: Adaptive Mediation Techniques For Advanced Practitioners," San Diego Superior Court, November 12, 2009
- Presenter, "Successfully Mediating A Class Action Case," 2nd Annual Class Action Symposium, Consumer Attorneys of San Diego, Oct. 23-24, 2009
- Presenter, "Mediating Entertainment Disputes," Texas Bar Association Entertainment Law Institute, October 2, 2009
- Workshop Leader, "Improvisation for Trial Lawyers," Consumer Attorneys Association of Los Angeles, January 2009
- Presenter, "Decision Making In The Insurance Industry," International Academy of Mediators, November 11-13, 2008, San Diego, California
- Presenter, "Improvisation and Negotiation," Southern California Mediation Association, November 3-4, 2008, Malibu, California
- Keynote Speaker, "The Mind of The Advocate In Mediation," Utah Bar Association, March 15, 2008
- Presenter, "Improvisational Skills for Trial Lawyers," Arab-American Bar Assn, January 2008
- Workshop Leader, "**Advanced Mediation Skills**," Resolute Systems, Memphis, Tennessee, May 2007
- Workshop Leader, "**Biggest Mistakes I Made In A Mediation**," International Academy of Mediators, Philadelphia, Pennsylvania, May 2007
- Presenter, "**Top Ten Pet Peeves In Mediation**," Chicago, Illinois, Defense Research Institute (Life, Health, Disability & Erisa) seminar, March 2007
- Interview, "**How To Make Money In Mediation and Create Value For Everyone**," Houston Bar Association, March 2007
- Workshop Leader, "Advanced Negotiation Skills for Mediators," New Orleans, Mediation and Arbitration Professional Services (MAPS) May 2006
- Presenter, "Improvisation and Mediation," Harvard Law School, April 2006
- Workshop Leader, "Improvisational Negotiation," American Bar Association Dispute Resolution Section, Atlanta, Georgia, April 2006
- Trainer, "Advanced Skills for Mediators," CEDR, London, England, February 2006
- Professor, "Advanced Mediation Course," Pepperdine Law School, January - April, 2006
- Workshop Leader, "Mediation Advocacy Skills," California State University office of General Counsel, November 2005
- Workshop Leader, "Mediation Skills Program-ABA Dispute Resolution Conference," Los Angeles, April 2005
- Trainer, "United States District Court Mediation Program," Los Angeles, California, March 2005
- Presenter, "Mediation In The Insurance Industry," Eastern Claims Conference, New York, February 2005

- Presenter, "The Reputation of the Mediator," International Academy of Mediators, Cancun, Mexico, November 12, 2004.
- Workshop Leader, "Closing Techniques for Mediators," Southern California Mediation Association, Pepperdine Law School/Straus Institute for Dispute Resolution, November 4, 2004.
- Presenter, "Mediation: It's Saturday Night," International Claims Association, Nashville Tennessee, October 2004.
- Presenter, "Disputes with Especially Difficult People," Beverly Hills Bar Assn., September 2004.
- Presenter, "Preparing For Mediation," Defense Research Institute (Life, Health & Disability section), April 2004, Washington, D.C.
- Presenter, "A View of Mediation in America," Lamport Hall Group, London, England, April 2004.
- Presenter, "How To Be A Closer," California State Bar, January 23, 2004, Santa Monica, California
- Presenter, "Winning Strategies for Mediation," Southern California Defense Counsel, January 21, 2004, Century City, California
- Presenter, "Strategies For Breaking Impasse," San Fernando Valley Bar Association, October 9, 2003.
- Workshop Leader, U.S. Federal Magistrate Mediation Program, September 13, 2003, Lake Arrowhead, California.
- Professor, "Advanced Mediation," June 2003, Summer Skills Program, Pepperdine Law School/Straus Institute for Dispute Resolution.
- Presenter, International Academy of Mediators conference, May 2003, St. Louis.
- Trainer, "Los Angeles Superior Court Mediation Skills Training," 2000-2002, (Glendale, Pasadena, Palmdale, Long Beach, Encino, Culver City and Pomona)
- Trainer, "Federal Court Mediation Program," April, 2002 (Los Angeles)
- Workshop Leader, "Mediation Skills for Judges," Judicial Council of California/CJER, January and March 2002 (Long Beach and Monterey; August 2002 (San Diego)
- Dialogue Leader, "Technology in ADR, A New Wave or The Perfect Storm," *The Masters Forum*, Pepperdine University, March 14, 2002.
- Trainer, "Mediation Advocacy" American Arbitration Association (Los Angeles), March 13, 2002.
- Workshop Leader, "The Business of Mediation," International Academy of Mediators conference, Hilton Head, South Carolina, November 2001.
- Presenter, "The Truth About Deceit In Mediation," Consumer Attorneys of California, September 2001.
- Workshop Leader, "Mediation Skills for Judges," Judicial Council of California/CJER, August 2001, San Diego
- Presenter, "Technology and ADR" ABA Dispute Resolution Section, April 2001, Washington, D.C.
- Presenter, "Resolving Environmental Disputes," Los Angeles County Bar Association, February 2001.
- Presenter, "Managing The Emotional Litigant In Mediation," Association of Southern California Defense Counsel, November 2000.
- Facilitator, "Resolving Employment Disputes," presented in association with www.law.com, September 2000.
- Trainer, "Mediation Skills," Universidad Panamerica (Guadalajara, Mexico), September 2000.
- Presenter, Masters Forum at Pepperdine Law School/Straus Institute For Dispute Resolution, (Resolving Personal Injury Claims; From Trial Lawyer to Successful Mediator), October 2000
- Presenter, "Mediating In Cyberspace," International Academy of Mediators Conference, Scottsdale, Arizona, November 2-4, 2000.
- Facilitator, "How To Deal With The Emotional Distress Claim In Employment Disputes," Association of Southern California Defense Counsel, November 9, 2000
- Trainer, "Mediation: A Skills Building Program" Continuing Judicial Studies Program/Judicial Council of California, August 2000, Dana Point, California
- Trainer, "Negotiating Litigated Cases" Los Angeles Superior Court, April 2000
- Presenter, "The Uniform Mediation Act" International Academy of Mediators Conference, Las Vegas, Nevada, May 8, 2000
- Presenter, "Employment and Workplace Mediation" Southern California Mediation Association, April 15, 2000, Long Beach, California
- Presenter, "Using Mediation To Create Value In School Related Disputes" Millenium School Law Annual Conference, County Counsel's Association, Feb 4, 2000, Monterey, California
- Presentation, "Cross Cultural Negotiations," Los Angeles Superior Court, January and February, 2000
- Presenter, "Negotiation Strategies In Mediation" Annual Conference, Consumer Attorneys of California, November 1999, San Francisco
- Presenter, "Getting The Other Side to the Table," Annual Convention of the Consumer Attorneys of Los Angeles, October 1999, Las Vegas
- Presenter, "Negotiating The Litigated Case," Los Angeles Superior Court, April 21 and June 29, 1999

- Presenter, International Academy of Mediator Conference, San Diego, California "Defining The Parameters of Evaluative Mediation"
- Presenter, ABA Techshow Conference, "Using Technology to Resolve Disputes,"
- Presenter, 1999 Orange Cty Mediation Week Conference "Case Evaluation, Risk Management & Loss Assessment," March 1999
- Presenter, Mentor Program, San Fernando Valley Bar Association, March 6, 1999
- "Dispute Resolution – Catch The Next Wave," American Bar Association, Panel Workshop on Tort and Insurance Issues in Mediation, February 5-6, 1999.
- SCMA Employment/Workplace Disputes – Luncheon speaker on "Creating Value For Disputants In Employment Mediations," December 7, 1998
- 10th Annual SCMA Conference – "Marketing Your Mediation Practice," November 21, 1998
- Trainer, San Fernando Valley Bar Assn Mediation Training
- Employment Issues for Human Resource Professionals -Guest Speaker (Sidley & Austin)
- Mediation Advocacy for Securities Lawyers, August 24, 1998, San Diego, CA, NASD
- "Legislative Update," California Dispute Resolution Council, July 1998
- "Mediation Advocacy for Lawyers," Los Angeles County Bar Association, May 1998
- "Annual CDRC Program -Recent Developments In ADR Legislation," Los Angeles, April 1998
- "Recent Legislative Developments In ADR," California Dispute Resolution Council program, March 27, 1998, Los Angeles, California
- "ADR – How To Use It To Your Advantage," 5th Annual ALI-ABA Course of Study, San Francisco, California, March 19-20, 1998
- "Mediating Employment Discrimination Cases," 10th Annual SPIDR San Diego conference, La Costa Resort, Carlsbad, California, January 31, 1998
- Southern California Mediation Association, Hotel Queen Mary, Long Beach, California, September 13, 1997
- "From The ADR Toolbox: Using The Internet to Settle Disputes," American Bar Association annual conference, August 1, 1997, San Francisco, California
- "Convening The Mediation," National Association of Securities Dealers, May and June, 1997
- Mediation Skills, Visiting Professor Hamline Law School/Dispute Resolution Institute, June 1997
- "ADR In Insurance Bad Faith and Tort Litigation," American Conference Institute, March 18, 1997
- "Using ADR To Resolve Employment Disputes," Counsel Connect, January 1997
- "Skills Training For Mediators," Ventura County Dispute Settlement Services, October 1996
- "Evaluative v. Facilitative Mediation," Society of Professionals In Dispute Resolution, Annual International Conference, October 1996
- "Negotiation Training," Ventura County Dispute Settlement Services, September 1996
- Panel Member and Presenter at "Court Annexed Mediation" program at annual SPIDR Conference, Oct. 1996. Other panel members included: James Alfini, Robert Baruch Bush, John Heyman, Robert Dulberg, Janice Small
- "Expand Your Law Practice With The Use of Facilitated Negotiations," Beverly Hills Bar Association, June 1996
- "Mediation Advocacy For Trial Lawyers," Consumer Attorneys of Los Angeles, May 1996.
- "ADR For Intellectual Property Lawyers," Los Angeles Intellectual Property Lawyers Association, May 1996.
- "Online Interview with Judge Bert Glennon," Lexis Counsel Connect, January 1996.
- "The Continuum of Conflict," California Association of Realtors/Risk Management Institute, January 1996
- "Mediation Training," Faculty Member of the National Association of Securities Dealers, November 8, 1995
- "Dispute Resolution in Excess and Surplus Lines Insurance," American Bar Association, Los Angeles, Oct 26, 1995
- Online interview with Ken Andrichik, Director of Mediation for NASD, ADR Forum, Lexis Counsel Connect, September, 1995
- "Mediation Skills Training," The Dispute Resolution Institute, Philadelphia, Pennsylvania, July 24-27, 1995
- "Marketing Yourself as a Professional Mediator," ADR Section of the Beverly Hills Bar Association, July 22, 1995
- "Mediation In The Workplace," American Society of Trainers and Developers, Annual Conference, Dallas Texas, June 1995
- "An ADR Protocol For The Insurance Industry," American Bar Association Litigation Section, Tucson, Arizona, March 1995
- "Mediation As An Affirmative Business Strategy In The Real Estate Industry," Pepperdine Institute For Dispute Resolution/Southern California Mediation Association 6th Annual Conference, November 19, 1994
- "Mediation In The Real Estate Industry," Presentation to selected retired Judges at Judicial Arbitration & Mediation Services, October 19, 1994

- "Mediation As A Business Strategy In The Real Estate Industry," Legal Affairs Forum, California Association Realtors Convention, September 23, 1994
- "Mediation Training for Superior Court Mediators," Presented in September and October, 1994 in association with the Los Angeles Superior Court Mandatory Mediation Program and the Los Angeles Trial Lawyers Association
- "How To Avoid Lawsuits," Regular seminars at real estate brokerage offices throughout California on ADR, and legal updates. Regular Continuing Education Seminars at Law Firms throughout Los Angeles
- "The Business of Mediation," (3 workshops-Southern California Mediation Association, December 1993; January 1994 and February 1994)
- "I Create Solutions," Two Day workshop for lawyers and claims personnel on winning strategies using dispute resolution techniques. Willis Corroon Administrative Services, Nashville, Tennessee (March 1993)
- "ADR, It's Here and It's Now," American Prepaid Institute, Palm Springs. (March 1993)
- "Mediation of Insurance Disputes," Southern California Mediation Association, Pepperdine University-Malibu, November 1992
- "Cooperation Agreements," Defense and Dispute Resolution Conference, Honolulu, Hawaii, November 1992
- "Integrating ADR Into Claims Handling," West Valley Claims Association, Woodland Hills, June 1992
- "Working With ADR," San Gabriel Claims Association March, 1992
- Presenter, Workshop for Neutrals, First Mediation Corporation, 1991

ADDITIONAL INFORMATION

Mr. Krivis has served as the President of the International Academy of Mediators and the Southern California Mediation Association (SCMA). He has served on the Board of Directors of the California Academy of Mediation Professionals, the Economic Alliance and the California Dispute Resolution Council. He is on the Board of Visitors of Pepperdine Law School. He is a member of the ABA Dispute Resolution Section where he has participated on various committees and programs.

Mr. Krivis and First Mediation Corporation are approved providers of Mandatory Continuing Legal Education (MCLE) for the California State Bar. His MCLE presentations are in the areas of Improvisation Techniques in Negotiation, Ethics, Alternative Dispute Resolution and Mediation Advocacy.

PAST PRESIDENCIES



International Academy of Mediators



Southern California Mediation Association

PERSONAL BACKGROUND

Birthdate: March 8, 1956

Family: Married (Amy), two children – Hannah and Rachel

Education: Southwestern University School Of Law (1980), San Diego State University (1976)

SCHEDULE A MEDIATION

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EXHIBIT 3



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

CASE ASSUMPTIONS

Class Members	975
Claims Rate	Inclusive
Claims Received	293
Reminder Postcard Class	682
Total Claims Processed	302
Subtotal Admin Only	\$15,580.94

Capped Fee Total \$12,780.00

For 975 Class Members

June 26, 2015

Case: McQueen, Trevino v. Odd Fellows Home of California, Claims Made Administration

Phoenix Contact: Michael E. Moore
Contact Number: 949.331.0131
Email: mike@phoenixclassaction.com

Requesting Attorney: Joel Glaser
Firm: Gordon & Rees, LLP
Contact Number: 213.270.7833
Email: jglaser@gordonrees.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 975 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	4	\$400.00
Programming Database & Setup	\$100.00	4	\$400.00
Toll Free Setup*	\$150.00	2	\$300.00
Call Center & Long Distance	\$2.50	244	\$609.38
NCOA (USPS)	\$200.00	1	\$400.00
Total			\$2,109.38

* Up to 120 days after disbursement

Data Merger & Scrub / Notice, Claim Form, Opt-Out Form & Postage / Spanish Translation / Website

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.15	975	\$146.25
Spanish Translation	\$800.00	1	Included
Notice, Claim Form, Opt-Out Form	\$1.30	975	\$1,267.50
Estimated Postage (up to 2 oz.)*	\$0.41	975	\$399.75
Reminder Postcard (optional \$412.72)	\$0.77	682	Included
Static Website	\$100.00	1	\$100.00
Total			\$2,113.50

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	10	\$550.00
Skip Tracing Undeliverables	\$0.85	152	\$129.51
Remail Notice Packets	\$1.15	152	\$175.21
Estimated Postage	\$0.49	152	\$74.66
Programming Undeliverables	\$100.00	1	\$100.00
Total			\$1,029.38

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$150.00	2	\$300.00
Claims Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	10	\$550.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	146	\$731.25
Case Manager	\$85.00	8	\$680.00
Total			\$2,461.25

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	3	\$405.00
Disbursement Review	\$135.00	3	\$405.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$135.00	2	\$270.00
Check Run Setup & Printing	\$135.00	3	\$405.00
Mail Class Checks *	\$1.05	302	\$317.10
Estimated Postage	\$0.49	302	\$147.98
Total			\$2,235.08

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



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$115.00	8	\$920.00
Remail Undeliverable Checks (Postage Included)	\$1.99	112	\$222.36
Case Associate	\$55.00	10	\$550.00
Reconcile Uncashed Checks	\$85.00	8	\$680.00
Conclusion Reports	\$115.00	7	\$805.00
Case Manager Conclusion	\$85.00	7	\$595.00
Final Reporting & Declarations	\$115.00	4	\$460.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,400.00	1	\$1,400.00
Total			\$5,632.36

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

Estimate Total: \$15,580.94



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

600 W. Broadway, Suite 700 San Diego, CA 92101

888.613.5553

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators, PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensures delivery of the highest quality and accuracy to its Clients and Class Members. With a combined 18 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secured Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing, Administration and Final Approval process. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as a leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrust us with the management of their claims administration, because of the Service and Attention every case receives. PSA price point for service is an exceptional Value, on cases large or small, because every case receives expert management, secure data custody, neutral communication and a dedicated team. This seamless process, maintains superior case continuity, to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With tens of Millions of dollars in award disbursements and currently under management, since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Saving Value Pricing and Timely Outcomes is why our clients come back to Phoenix.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusef
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Ageis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 600 W. Broadway, Suite 700 San Diego CA, 92101

Phone: 888.613.5553 Fax: 619.338.0308

www.psaaction.com

EXHIBIT 4

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF NAPA
MCQUEEN, ET AL. V. ODD FELLOWS HOME OF CALIFORNIA - CASE NO. 26-64176
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND
FINAL SETTLEMENT APPROVAL HEARING

A court authorized this notice. This is not a solicitation from a lawyer.

IF YOU HAVE BEEN EMPLOYED BY ODD FELLOWS HOME OF CALIFORNIA AS A NON-EXEMPT EMPLOYEE IN THE STATE OF CALIFORNIA DURING ALL OR PART OF THE PERIOD FROM MAY 24, 2010 THROUGH MAY 29, 2015 YOU COULD RECEIVE A PAYMENT FROM A PROPOSED CLASS ACTION SETTLEMENT.

- A proposed class action settlement (“the Settlement”) has been reached between plaintiffs Coral McQueen and Felicia Trevino (“Plaintiffs” or “Class Representatives”), on behalf of themselves and the below-defined Settlement Class, and defendant Odd Fellows Home of California (“Odd Fellows” or “Defendant”).
- The Settlement resolves a class action lawsuit about claims that Odd Fellows violated various California wage and hour labor laws including, among other things, (1) allegedly failing to pay accurate overtime compensation in accordance with California labor laws, (2) allegedly failing to provide employees with meal and rest periods in accordance with California law, (3) allegedly failing to provide accurate written wage statements to employees, and (4) allegedly failing to timely pay earned wages to employees following the termination of their employment. Odd Fellows denies all liability to Settlement Class members, asserts that Odd Fellows has fully complied with all applicable wage and hour laws, and has entered into the Settlement solely for purposes of resolving this dispute.
- The Settlement provides for cash payments to Odd Fellows employees who worked as non-exempt employees in California during all or part of the period from May 24, 2010 through May 29, 2015 (“Class Period”). As explained in more detail below, the approximate minimum pre-tax settlement payment that you will receive is based pro rata on the total number weeks that you were a non-exempt employee during the Class Period in proportion to the total number of weeks worked by all non-exempt employees during the Class Period (“Pro Rata Settlement Payment”). If you were hired on or after January 1, 2015, you are not entitled to a Pro Rata Settlement Payment but instead you are entitled to receive a flat payment of \$100. Additionally, if you were no longer employed by Odd Fellows as of May 29, 2015, you are entitled to receive an additional payment of \$150 (“Former Employee Payment”).
- The enclosed Claim Form lists the approximate minimum pre-tax settlement payment to which you qualify under the Settlement. Additionally, the Claim Form lists the number of weeks you worked as a non-exempt employee during the Class Period, which is the specific information that was used to determine your approximate minimum settlement payment.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
PARTICIPATE	To receive a cash payment from the Settlement, you must return the enclosed Claim Form by no later than [+45 days from mailing] .
DO NOTHING	If you do nothing you will not receive any cash payment from the Settlement and you will give up your rights to be part of any other lawsuit against Defendant involving claims arising under California law that are the same as or similar to the ones in this case.
EXCLUDE YOURSELF	The only way for you to retain your rights against Defendant involving legal claims that arise under California law and are the same as or similar to the ones in this case is to submit a valid Request for Exclusion to the Claims Administrator postmarked no later than [+45 days from mailing] .
OBJECT	If you were employed by Defendant in California and wish to object to the Settlement, you must not exclude yourself from the Settlement and you must file with the Court and mail to the Claims Administrator and all counsel of record your written objection and supporting papers no later than [+45 days from mailing] .

- These rights and options, and how to exercise them, are explained in more detail in this notice and on the enclosed Claim Form. The Court handling this case still has to decide whether to grant final approval to the Settlement. Payments will only be issued if the Court grants final approval to the Settlement.
- Additional information regarding the Settlement is available through the Claims Administrator or Class Counsel, whose contact information is provided in this notice. Additionally, the full terms of the Settlement, as well as the relevant pleadings in this lawsuit can be found online at the following address: **[insert website URL]**.

FREQUENTLY ASKED QUESTIONS

BASIC INFORMATION

1. Why did I get this notice?

Odd Fellows' records show that you are, or have been, employed as a non-exempt employee in California during all or part of the period from May 24, 2010 through May 29, 2015. This notice explains the lawsuit, the Settlement, and your legal rights.

The lawsuit in the Superior Court of California, County of Napa, is known as *McQueen et al. v. Odd Fellows Home of California*, Case No. 26-64176 ("Action"). Coral McQueen and Felicia Trevino are called the "Plaintiffs" and the company they sued, Odd Fellows Home of California, is called the "Defendant." The judge assigned to oversee this class action is the Honorable **FILLIN** (the "Court").

2. What is the Action about?

The Action generally involves claims under California wage and hour laws. Plaintiffs are or were employed by Odd Fellows as non-exempt employees in the State of California. Plaintiffs allege, among other things, that Defendant allegedly failed to pay accurate overtime compensation to California employees, allegedly failed to provide California employees with meal and rest periods in compliance with California law, allegedly failed to provide accurate written wage statements to California employees and allegedly failed to timely pay earned wages to California employees following the termination of their employment. Defendant denies all liability and asserts that it has fully complied with all applicable wage and hour laws, asserts that the Action should not be a class action except for purposes of the Settlement and it has entered into the Settlement solely for purposes of resolving this dispute.

3. Why is this lawsuit a class action?

In a class action, one or more individuals are called the "class representatives." In this case, Coral McQueen and Felicia Trevino are the class representative who brought suit on behalf of other employees who have similar claims. All of these people are a "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date of preliminary approval]**, the Honorable **FILLIN** issued an order conditionally certifying the Settlement Class defined in response to Question 4 below for purposes of settlement only.

4. Who is in the Settlement Class?

The Settlement Class is defined as follows:

- All individuals employed as a non-exempt employees by Defendant Odd Fellows Home of California in the State of California during the period from May 24, 2010 to May 29, 2015.

5. Why is there a settlement?

After conducting substantial discovery, including the exchange of extensive documentation and class data, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Odd Fellows denies all of the legal claims in the case. The Class Representatives and their lawyers think the Settlement is in the best interests of all Settlement Class members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Odd Fellows agrees to pay a total settlement amount of up to \$729,700. Deducted from the total settlement amount will be sums approved by the Court for attorneys' fees (not to exceed \$243,200, 33.33% of the Gross Settlement Fund), attorneys' actual costs as approved by the Court (not to exceed \$15,000), enhancement awards to Plaintiffs for their services as the Class Representatives (not to exceed \$10,000) as approved by the Court, a Private Attorney General Act ("PAGA") payment in the amount of \$10,000 payable to the California Labor Workforce Development Agency ("LWDA") and the fees and expenses of the Claims Administrator (not to exceed \$30,000). The total Court-awarded deductions from the Total Settlement Amount will result in a Claim Pool of at least \$421,500, which will be used for payments to those employees who submit valid Claim Forms.

The Claim Pool will be made available for distribution to individuals who were employed in the State of California as non-exempt employees with Odd Fellows during all or some of the period from May 24, 2010 to May 29, 2015 (the "Class Period"). If you submit

a complete and timely Claim Form you are entitled to one or more of the following three payments under the terms of the Settlement: (1) a Pro Rata Settlement Payment, (2) a Former Employee Settlement Payment, and/or (3) a Recent Employee Settlement Payment.

To the extent you worked during some or all of the period from May 24, 2010 through May 29, 2015, you are entitled to a Pro Rata Settlement Payment, which is based pro rata on each non-exempt employee's total number of weeks worked during the Class Period in proportion to the total number of weeks worked by all employees during the Class Period. For example purposes only, if the entire Settlement Class' total number of weeks worked during the Class Period was 1,000, and your total number of weeks worked during the Class Period was 50, your minimum individual Pro Rata Settlement Payment will be .5% of the amount available for distribution to the Pro Rata Settlement Class (1,000 total work weeks pay periods divided by 50 pay period actually worked = .5%). To the extent you were hired during the period from January 1, 2015 through May 29, 2015, you are not entitled to a Pro Rata Settlement Payment and instead you are entitled to a Recent Employee Settlement Payment in the amount of \$100. Finally, if you were no longer employed by Defendant as of May 29, 2015, you are also entitled to receive a Former Employee Settlement Payment in the amount of \$150. In the event that the aggregate amount to be paid to all of the Class Members who have timely submitted a valid Claim Form is less than 50% of the Claim Pool then the difference shall be distributed amongst each of the members of the Settlement Class entitled to a Pro Rata Settlement Payment who have timely submitted a valid Claim Form on a pro rata basis.

The attached Claim Form lists the various settlement payment(s) for which you qualify and the approximate minimum pre-tax amount you would be entitled to receive if you participate in the Settlement and submit a complete and timely Claim Form. If you believe the Claim Form is incorrect and you wish to challenge the payroll information used by the Claims Administrator to determine your approximate minimum settlement payment, please notify the Claims Administrator no later than **[45 days from the date of mailing of the Class Notice]**:

Claims Administrator

[address]

(800) xxx-xxxx

You must submit written evidence to support your challenge to the payroll information with the enclosed Claim Form. The Claims Administrator will have full discretion as to whether to accept or deny your challenge. The Claims Administrator will 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.

7. What am I giving up in exchange for the settlement benefits?

In exchange for the settlement payment being provided, Plaintiffs and each member of the Settlement Class who does not submit a valid Request for Exclusion (defined in response to Question 10 below) will release and discharge Odd Fellows from the claims at issue in the above entitled lawsuit. This release will cover all "Class Members' Released Claims," which shall mean any and all claims or causes of action that are based on or reasonably relate to the claims asserted in the First Amended Complaint by Plaintiffs, including claims for the following: (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.

Additionally, as to the Class Members' Released Claims only Plaintiffs and each member of the Settlement Class who does not submit a valid Request for Exclusion expressly waives 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.

You can talk to one of the lawyers listed below for free or you can hire and talk to your own lawyer if you have questions about the Class Released Claims and what they mean.

HOW TO GET A PAYMENT

8. How do I get a payment?

To receive a payment, you must complete and submit the enclosed Claim Form. You must complete and submit the Claim Form sent to you with this Notice and mail it postmarked no later than **[+45 days from mailing]** to:

[INSERT CLAIMS ADMIN INFO]

Claim Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Settlement Class members who fail to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court regardless of whether or not they have submitted valid Claim Forms.

9. When will I get my check?

Checks will be mailed to Settlement Class members eligible to receive benefits under the Settlement, after the Court grants “final approval” of the Settlement. If the judge approves the settlement after a hearing on **[insert date of Final Approval Hearing]** (see “The Court’s Fairness Hearing”), there may be appeals. If there are any appeals resolving them could take some time, so please be patient. Provided that the Court grants “final approval” of the Settlement, checks will be sent out in approximately January 2016, assuming there are no appeals. To the extent you have questions regarding when checks will be mailed, please contact the Claims Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you may be excluded (i.e., “opt out”) by sending a timely letter in writing that contains your name, address, telephone number and the last four digits of your Social Security Number, stating that you wish to be excluded from the Settlement Class in the matter of *McQueen et al. v. Odd Fellows Home of California*. (“Request for Exclusion”). If you opt out of the Settlement, you will not be releasing your California state-law claims. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+45 days from mailing]** to:

[INSERT CLAIMS ADMIN INFO]

Requests for Exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Settlement Class Member who fails to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement and any Judgment entered in the Action if the Settlement receives final approval from the Court.

11. If I exclude myself, can I get anything from the Settlement?

No. By electing to be excluded from the Settlement Class, (1) you will not receive the check generated by the Settlement (if approved), even if you would otherwise be entitled to it; (2) you will not be bound by any further order or judgments entered for or against the Settlement Class; (3) you will have no right to object to the settlement or be heard at any hearing scheduled for the Court’s consideration of the settlement; and (4) you may present any claims against Defendant that were asserted by Plaintiffs in this case.

12. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Odd Fellows for any of the Class Members’ Released Claims described in response to Question 7 above. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The following lawyers have been retained to serve as Class Counsel for the Settlement Class:

James Rush LAW OFFICES OF JAMES D. RUSH 7665 Redwood Blvd., Suite 200	David S. Harris NORTH BAY LAW GROUP 116 E. Blithedale Ave., Suite 2
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Novato, California 94945-1405 Telephone: 415.897.48011 Facsimile: 415.897.5316	Mill Valley, California 94941 Telephone: 415.388.8788 Facsimile: 415.388.8770
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14. Who are the lawyers Representing Odd Fellows Home of California?

The following lawyers have been retained to represent Odd Fellows Home of California in this case:

Mark Posard
Joel Glasser
GORDON & REES LLP
633 West Fifth Street, 52nd floor
Los Angeles, California 90071
(213) 270-7833
(415) 875-3343

15. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel can petition the Court for up to \$243,200 in attorneys' fees (33.33% of the gross settlement fund) and actual costs incurred (not to exceed \$15,000). The Court may award less than these amounts. In addition, and subject to Court approval, Plaintiffs Coral McQueen and Felicia Trevino will each seek an enhancement award of \$5,000 for their participation in this lawsuit and for taking on the risk of litigation. Class Counsel has filed its Motion for Attorneys' Fees, Costs and Enhancement Award, which can be found online at: **[insert website URL]**.

Furthermore, and subject to Court approval, the Settlement Administrator's costs and fees associated with administering the Settlement shall be paid from the total Settlement amount, which will not exceed \$30,000.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

Any member of the Settlement Class may object to the proposed Settlement, or any portion thereof, by a written objection, and supporting papers, which must be filed with the Court and mailed to all counsel of record no later than **[45 days after Notice is sent to class members]**. The Court's and counsel of record's addresses are the following:

Superior Court of California County of Napa << Fill in Address >>	Mark Posard Joel Glasser GORDON & REES LLP 633 West Fifth Street, 52nd floor Los Angeles, California 90071
James Rush LAW OFFICES OF JAMES D. RUSH 7665 Redwood Blvd., Suite 200 Novato, California 94945-1405	David S. Harris NORTH BAY LAW GROUP 116 E. Blithedale Ave., Suite 2 Mill Valley, California 94941
[INSERT CLAIMS ADMIN INFO]	

A written objection must contain the objecting person's full name, current address and specifically state all objections and the reasons therefore, and include any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations). A Settlement Class member who desires to object but who fails to comply with the objection procedure set forth herein shall be deemed not to have objected. Any member of the Settlement Class who does not timely submit written objections shall not be permitted to present his or her objections at the Court's Fairness Hearing. Any Settlement Class who submits an objection remains eligible to receive monetary compensation from the Settlement if he or she submits a timely and valid Claim Form. Only Settlement Class members who do not file a Request for Exclusion may file objections.

17. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you will

have no basis to object because the Settlement will no longer affect you. You will receive no money under the settlement if you exclude yourself.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. If you have filed a timely objection or notice of intention to appear you may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Final Approval Hearing on **[insert date of final approval hearing]** in Courtroom **[FILL IN]** at the Superior Court of California, County of Napa Courthouse, which is located at **[FILL IN]**. The Hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have filed a timely objection or Notice of Intention to Appear. The Court will also decide how much to pay Class Counsel for attorneys' fees and costs and how much of an enhancement award to pay the Class Representatives. After the Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer at your own expense to attend and enter an appearance on your behalf, but it is not required.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear" in the *McQueen et al. v. Odd Fellows Home of California* settlement. Be sure to include your name, address, telephone number, and your printed and signed name. Your Notice of Intention to Appear must be postmarked no later than **[+45 days from mailing]**, and be sent to the Clerk of the Court, Claims Administrator and the Counsel of Record, at the addresses above. You cannot speak at the hearing if you excluded yourself, and you will not be able to speak unless you timely file a Notice of Intention to Appear or an Objection.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a member of the Settlement Class and you do nothing, you will not receive a payment from this Settlement and you will not be able to start a lawsuit or continue a lawsuit against Defendant about the state-law claims in this case described in response to Question 7 ever again. You will get no compensation and you will be releasing your state-law claims.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement. You may contact Class Counsel, Counsel for Odd Fellows or the Claims Administrator for more information. Additionally, copies of the settlement agreement, pleadings and other important filings in the Action can be found online at the following address: **[insert website URL]**.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE OR ODD FELLOWS WITH INQUIRIES.

Date: _____, 2015

EXHIBIT 5

CLAIM FORM

<p>SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF NAPA <i>MCQUEEN, ET AL. V. ODD FELLOWS HOME OF CALIFORNIA - CASE NO. 26-64176</i></p>

YOU MUST TIMELY COMPLETE, SIGN AND RETURN THIS FORM BY **[+45 DAYS FROM MAILING] TO BE ELIGIBLE FOR A MONETARY RECOVERY.**

<<Name>>

<<Address Line 1>>

<<Address Line 2>>

<<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 **[+45 DAYS FROM MAILING]** ADDRESSED AS FOLLOWS TO BE ELIGIBLE TO RECEIVE A RECOVERY.

[INSERT CLAIMS ADMINISTRATOR INFORMATION]

Under the terms of this Settlement, you qualify to claim a minimum pre-tax payment of approximately **\$<<estimated award>>** ("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 **[Fill in Amount]** based on Odd Fellows' payroll records, which indicate you worked **[insert # of weeks worked]** 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: _____

EXHIBIT 6

1 David S. Harris (SBN 215224)
2 NORTH BAY LAW GROUP
3 116 E. Blithedale Avenue, Suite #2
4 Mill Valley, California 94941-2024
Telephone: 415.388.8788; Facsimile: 415.388.8770
dsh@northbaylawgroup.com

5 James Rush (SBN 240284)
6 LAW OFFICES OF JAMES D. RUSH
7 7665 Redwood Blvd., Suite 200
Novato, California 94945-1405
Telephone: 415.897.4801; Facsimile: 415.897.5316
jr@rushlawoffices.com

8 Attorneys for Plaintiffs

9
10 SUPERIOR COURT OF CALIFORNIA

11 COUNTY OF NAPA

12 CORAL MCQUEEN and FELICIA
13 TREVINO, individually and on behalf
of all others similarly situated,

14 Plaintiffs,

15 v.

16 ODD FELLOWS HOME OF
17 CALIFORNIA, a California corporation,
and DOE 1 through and including DOE
100,

18 Defendants.
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Case No. 26-64176

**DECLARATION OF CORAL MCQUEEN IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS-
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION OF SETTLEMENT
CLASS, AND APPROVAL OF NOTICE
PROGRAM**

DECL. OF CORAL MCQUEEN

1 Coral McQueen declares under penalty of perjury as follows:

- 2 1. I make this Declaration in Support of Plaintiff's Motion for Preliminary Approval of Class-
- 3 Action Settlement, Conditional Certification of Settlement Class and Approval of Notice
- 4 Program. If sworn as a witness, I could competently testify to each and every fact set forth
- 5 herein from my own personal knowledge.
- 6 2. Defendant ODD FELLOWS HOME OF CALIFORNIA, a California corporation ("Odd
- 7 Fellows") employed me from 2004 to 2006 and from March 2007 to January 28, 2014, as a
- 8 hourly Certified Nursing Assistant in the Assisted Living department in Defendant's Meadows
- 9 facility, which is currently located at 1800 Atrium Parkway, Napa, California 94559, County of
- 10 Napa.
- 11
- 12 3. In connection with this lawsuit, I feel as though I am a good representative of others who have
- 13 worked for Odd Fellows. I have spent a lot of time working with my attorneys on our case over
- 14 the past 19 months. My main concern is that all employees be treated fairly. As a class
- 15 representative, if preliminary approval of a class settlement is achieved, I understand that I will
- 16 continue to act as a representative of other, unnamed class members and that, as such a
- 17 representative, I owe a duty of good faith to the unnamed class members and I will not act just in
- 18 my own self-interest.
- 19
- 20 4. I believe I am similarly situated with the potential members of the class in that, like me: (a) the
- 21 potential members of the class were employed by Odd Fellows as hourly employees at the Napa,
- 22 California and Saratoga, California facilities; (b) the potential members of the class were not all
- 23 routinely provided with timely meal and rest breaks; (c) the potential members of the class were
- 24 not provided with paystubs that contain all of the information required under California law; and
- 25 (d) as a result of Odd Fellow's employment practices, some of the potential class members have
- 26 been damaged in that they have not received timely payment in full of earned wages.
- 27
- 28

DECL. OF CORAL MCQUEEN

- 1 5. My interest in prosecuting the lawsuit is to secure compensation for all of the members of the
2 class on account of Odd Fellow's failure to comply with California labor laws. I have not been
3 promised any special monetary reward or treatment for acting as a class representative. I have
4 no interest adverse to the members of the class as a whole and I believe that my individual claims
5 are typical of the claims of the members of the class as a whole.
- 6 6. I first met with my attorneys on January 15, 2014 to discuss my claims and the potential class
7 action lawsuit against Odd Fellows. During that meeting and during telephone discussions and
8 meetings that followed, my attorneys advised me regarding class action lawsuits and explained
9 my responsibilities as a class representative. At the request of counsel, I searched my files and
10 provided my attorneys with all of the documentation and information that I had in my possession
11 that was potentially relevant to the case and my claims. Thereafter, I met with my attorneys on
12 numerous occasions and explained the documentation and relevant information. During this
13 time I also spoke with the other class representative regarding her work experiences at Odd
14 Fellows.
- 15 7. I have taken an active role in this litigation by conferring with counsel and assisting in gathering
16 information for the prosecution of the lawsuit. I have been actively involved in following what
17 has occurred in the case over the past 19 months and I have provided information and
18 declarations in order to assist in the lawsuit.
- 19 8. I also participated by submitting to an all day deposition in Napa, California on December 15,
20 2014 and giving testimony under oath. I also actively participated in a full day mediation
21 session in offices in San Francisco on May 29, 2015 with mediator Jeffrey Krivis. I have
22 reviewed the settlement agreement and believe that the terms are fair, adequate, and reasonable
23 to the class.
- 24 9. I understand that my fiduciary obligations to the class will continue until all settlement
25 procedures are concluded and the settlement funds are distributed to the class members. I intend
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DECL. OF CORAL MCQUEEN

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to continue to take an active part in the litigation and to continue to participate in all settlement procedures.

3. I have read the foregoing and the facts set forth herein are true and correct of my own personal knowledge.

Executed on July 22, 2015, in Napa, California.

Coral McQueen

Coral McQueen

DECL. OF CORAL MCQUEEN

EXHIBIT 7

David S. Harris (SBN 215224)
NORTH BAY LAW GROUP
116 E. Blithedale Avenue, Suite #2
Mill Valley, California 94941-2024
Telephone: 415.388.8788; Facsimile: 415.388.8770
dsh@northbaylawgroup.com

James Rush (SBN 240284)
LAW OFFICES OF JAMES D. RUSH
7665 Redwood Blvd., Suite 200
Novato, California 94945-1405
Telephone: 415.897.4801; Facsimile: 415.897.5316
jr@rushlawoffices.com

Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA

COUNTY OF NAPA

CORAL MCQUEEN and FELICIA
TREVINO , individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

ODD FELLOWS HOME OF
CALIFORNIA, a California corporation,
and DOE 1 through and including DOE
100,

Defendants.

Case No. 26-64176

**DECLARATION OF FELICIA TREVINO IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS-
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION OF SETTLEMENT
CLASS, AND APPROVAL OF NOTICE
PROGRAM**

1 Felicia Trevino declares under penalty of perjury as follows:

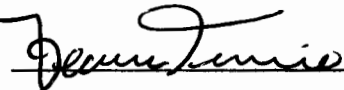
- 2 1. I make this Declaration in Support of Plaintiff's Motion for Preliminary Approval of Class-
3 Action Settlement, Conditional Certification of Settlement Class and Approval of Notice
4 Program. If sworn as a witness, I could competently testify to each and every fact set forth
5 herein from my own personal knowledge.
- 6 2. Defendant ODD FELLOWS HOME OF CALIFORNIA, a California corporation ("Odd
7 Fellows") has employed me December 2012 to the present as a hourly Certified Nursing
8 Assistant in the Assisted Living and Memory Care departments in Defendant's Meadows
9 facility, which is currently located at 1800 Atrium Parkway, Napa, California 94559, County of
10 Napa.
- 11 3. In connection with this lawsuit, I feel as though I am a good representative of others who have
12 worked for Odd Fellows. I have spent a lot of time working with my attorneys on our case over
13 the past 13 months. My main concern is that all employees be treated fairly. As a class
14 representative, if preliminary approval of a class settlement is achieved, I understand that I will
15 continue to act as a representative of other, unnamed class members and that, as such a
16 representative, I owe a duty of good faith to the unnamed class members and I will not act just in
17 my own self-interest.
- 18 4. I believe I am similarly situated with the potential members of the class in that, like me: (a) the
19 potential members of the class were employed by Odd Fellows as hourly employees at the Napa,
20 California and Saratoga, California facilities; (b) the potential members of the class were not all
21 routinely provided with timely meal and rest breaks; (c) the potential members of the class were
22 not provided with paystubs that contain all of the information required under California law; and
23 (d) as a result of Odd Fellow's employment practices, some of the potential class members have
24 been damaged in that they have not received timely payment in full of earned wages.
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- 1 5. My interest in prosecuting the lawsuit is to secure compensation for all of the members of the
2 class on account of Odd Fellow's failure to comply with California labor laws. I have not been
3 promised any special monetary reward or treatment for acting as a class representative. I have
4 no interest adverse to the members of the class as a whole and I believe that my individual claims
5 are typical of the claims of the members of the class as a whole.
- 6 6. I first met with my attorneys on June 11, 2014 to discuss my claims and the potential class action
7 lawsuit against Odd Fellows. During that meeting and during telephone discussions and
8 meetings that followed, my attorneys advised me regarding class action lawsuits and explained
9 my responsibilities as a class representative. At the request of counsel, I searched my files and
10 provided my attorneys with all of the documentation and information that I had in my possession
11 that was potentially relevant to the case and my claims. Thereafter, I met with my attorneys on
12 numerous occasions and explained the documentation and relevant information. During this
13 time I also spoke with the other class representative regarding her work experiences at Odd
14 Fellows.
- 15 7. I have taken an active role in this litigation by conferring with counsel and assisting in gathering
16 information for the prosecution of the lawsuit. I have been actively involved in following what
17 has occurred in the case over the past 19 months and I have provided information and
18 declarations in order to assist in the lawsuit.
- 19 8. I also participated by submitting to an all day deposition in Napa, California on December 16,
20 2014 and giving testimony under oath. I also actively participated in a full day mediation
21 session in offices in San Francisco on May 29, 2015 with mediator Jeffrey Krivis. I have
22 reviewed the settlement agreement and believe that the terms are fair, adequate, and reasonable
23 to the class.
- 24 9. I understand that my fiduciary obligations to the class will continue until all settlement
25 procedures are concluded and the settlement funds are distributed to the class members. I intend
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1 to continue to take an active part in the litigation and to continue to participate in all settlement
2 procedures.

3 3. I have read the foregoing and the facts set forth herein are true and correct of my own
4 personal knowledge.

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6 Executed on 7/22, 2015, in Napa, California.
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12 Felicia Trevino
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