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15 Attorneys for Plaintiffs
16 CORAL MCQUEEN and FELICIA TREVINO

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19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 COUNTY OF NAPA

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

24 Plaintiff,

25 v.

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

Defendants.

Case No. C-26-64176

**[PROPOSED] ORDER, JUDGMENT, AND
DECREE GRANTING FINAL APPROVAL
OF CLASS-ACTION SETTLEMENT**

Assigned to the Honorable Diane M. Price

Date: November 19, 2015
Time: 8:30 a.m.
Place: Dept. F

1 This matter having come before the Court for hearing on November 19, 2015, pursuant to the
2 Order Granting Preliminary Approval of Class-Action Settlement (“Preliminary Approval Order”)
3 entered on August 21, 2015, on Plaintiffs’ Motion for Final Approval of Class-Action Settlement and
4 Plaintiffs’ Motion for Award of Attorneys’ Fees, Reimbursement of Costs and Enhancement Payment,
5 and due and adequate notice having been given to the Class as defined below as required by the
6 Preliminary Approval Order, and the Court having considered all papers filed and proceedings had
7 herein and otherwise being fully informed, and good cause appearing therefore, it is:

8 **FINDINGS**

9 A. All terms used herein shall have the same meaning as defined in the Stipulation of Class
10 Action Settlement and Release (“Settlement”) entered into by and between Plaintiffs Coral McQueen
11 and Felicia Trevino (“Plaintiffs”), on the one hand, and Defendant Odd Fellows Home of California
12 (“Defendant”), on the other hand.

13 B. This Court has jurisdiction over the subject matter of each of the claims asserted in the
14 operative First Amended Complaint in this action, and has personal jurisdiction over the parties to this
15 action, including the Class, and subject matter jurisdiction to approve the Settlement.

16 C. Notice to the Class has been completed in conformity with the Preliminary Approval
17 Order. The class notice provided a clear and full explanation of the settlement, the settlement process,
18 and the rights of the class members, including a description of the Class, the settlement amount, and the
19 relief the settlement funds would provide Class members. The class notice further informed Class
20 Members that Class Counsel would be seeking an award of attorneys’ fees and costs from the settlement
21 fund. The notice provided a neutral, informative, and understandable description of the settlement, and
22 the rights of the Class Members under the settlement, and described the proposed settlement with
23 enough specificity to enable Class Members to make an informed decision regarding whether to accept
24 and participate in the settlement.

25 D. The notice provided the “best practicable” notice of the settlement, constitutes valid, due,
26 and sufficient notice, and meets the requirements for notice of a class-action settlement. Accordingly,
27 this Court determines that all Class Members, who did not timely submit a request for exclusion, are
28 bound by this Judgment, Final Order, and Decree.

1 E. There were Five Hundred Sixty Three (563) valid and timely Claim Forms submitted to
2 the Claims Administrator. There was one (1) Request For Exclusion from the Settlement. There were no
3 Objections to the Settlement.

4 F. The Settlement is fair, adequate, and reasonable, is in the best interests of the Class as a
5 whole, and represents the best possible outcome in light of the defenses raised. In making the
6 determination that the settlement is fair, reasonable and adequate and should be approved, the Court has
7 considered (i) the strengths and weaknesses in Plaintiffs' case, (ii) the risks, expense, complexity, and
8 likely duration of further litigation, (iii) the risks to Plaintiffs of establishing and maintaining class-
9 action status, (iv) the monetary amount of the settlement, including the amounts of the individual
10 payments available to Class Members, (v) the extent of discovery that has been conducted by the parties,
11 and (vi) the views of the parties' respective counsel. The settlement is the product of arms-length,
12 serious, informed, non-collusive, and non-overreaching negotiations.

13 G. For purposes of this Order, Judgment, and Decree, and consistent with the Settlement, the
14 term "Class," which is hereby certified for settlement purposes pursuant to section 382 of the California
15 Code of Civil Procedure, means the following Class:

16 All persons who are or previously were employed as non-exempt or
17 hourly employees of Odd Fellows Home of California between May 23,
2010 and May 29, 2015.

18 **ORDER**

19 **GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED, ADJUDGED,**
20 **AND DECREED** that:

21 1. Pursuant to California law, this Court hereby grants final approval of the Settlement,
22 which is expressly incorporated by this reference and which shall have the full force and effect of an
23 order of this Court, and hereby directs that the Settlement be consummated in accordance with its terms
24 and conditions.

25 2. The Class as defined above is certified pursuant to section 382 of the California Code of
26 Civil Procedure.

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1 3. The Settlement and this Judgment release and absolutely and forever discharge named
2 Plaintiffs and the Class Members, on the one hand, and Defendant Odd Fellows Home of California, on
3 the other, from any and all claims, as provided in the Settlement, as follows:

4 **RELEASE OF CLAIMS.**

5 Effective upon Final Approval, all members of the Settlement Class who have
6 not exercised their right to opt out, will be deemed to have, and will have, released Odd
7 Fellows Home of California and its former and present parents, subsidiaries, and
8 affiliates, and their current and former officers, directors, employees, partners,
9 shareholders and agents, and the predecessors and successors, assigns, and legal
10 representatives of all such entities and individuals (“Class Members’ Released Parties”),
11 from the claims below arising during the period from May 24, 2010, through May 29,
12 2015 (“Class Members’ Released Period”). The claims released by the Class Members
13 include, but are not limited to, statutory, constitutional, contractual or common law
14 claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive
15 damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, for the
16 following categories of allegations: (a) all claims for failure to pay wages for hours
17 worked, including overtime and double time pay; (b) all claims for failure to pay the
18 minimum wage in accordance with applicable law; (c) all claims for the failure to
19 provide meal and/or rest periods in accordance with applicable law, including payments
20 for missed meal and/or rest periods and alleged non-payment of wages or premium pay
21 for meal periods and rest periods worked and not taken; (d) all claims for the unlawful
22 and/or fraudulent deductions of wages from employees as a result of Odd Fellows
23 payroll and timekeeping policies and procedures; and (e) any and all claims for
24 recordkeeping or pay stub violations, waiting time penalties and all other civil and
25 statutory penalties related to the above-referenced claims, including those recoverable
26 under the PAGA, the California Unfair Competition Act, and in particular, California
27 Bus. & Prof. Code §§ 17200 *et seq.*, California Code of Civil Procedure § 1021.5; and
28 any other provision of the California Labor Code or any applicable California Industrial

1 Welfare Commission Wage Orders, in all of their iterations. (“Class Members’ Released
2 Claims”). In consideration of their awarded attorneys’ fees and expenses, Class Counsel
3 waive any and all claims to any further attorneys’ fees and expenses in connection with
4 the Lawsuit except those against any third parties not a party to the Stipulation of
5 Settlement in connection with a potential appeal.

6 As to the Class Members’ Released Claims only, the Class Members specifically
7 waive all rights and benefits afforded by section 1542 of the Civil Code of the State of
8 California with respect to such disputes and claims, and do so understanding the
9 significance of that waiver. Section 1542 provides:

10 “A general release does not extend to claims which the creditor does not
11 know or suspect to exist in his or her favor at the time of executing the
12 release, which if known by him or her must have materially affected his or
her settlement with the debtor.”

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

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

21 (All defined terms shall have the same meaning as in the Settlement.)

22 4. Under sections 578, 579, and 664.6 of the Code of Civil Procedure, this Court, in the
23 interests of justice, and there being no just reason for delay, expressly directs the Clerk of this Court to
24 enter this Order as a Judgment, and hereby decrees that, upon entry, it be deemed as a final judgment
25 with respect to all claims by all members of the Settlement Class against Defendant (as defined in the
26 Settlement), in accordance with the terms of the Settlement.

1 5. All members of the Settlement Class who have not filed a timely and valid request for
2 exclusion are barred and permanently enjoined from prosecuting claims that are settled and/or released
3 pursuant to and/or under the Settlement.

4 6. Plaintiffs Coral McQueen and Felicia Trevino are hereby approved as representatives of
5 the Class Members and are approved to each receive an enhancement award in the amount of \$5,000.

6 7. David S. Harris of the North Bay Law Group and James Rush of the Law Offices of
7 James D. Rush are hereby approved as Class Counsel.

8 8. The Court determines that Class Counsel is entitled to an award of attorneys' fees in the
9 amount of \$243,200 and an award of costs and expenses in the amount of \$9,687.28. The Court finds
10 that the fee-and-cost award reflects the actual efforts expended by counsel in prosecuting this class
11 action.

12 9. The Court has determined that Phoenix Settlement Administrators, the Claims
13 Administrator, is entitled to an award of \$12,780 for costs related to the administration of the claims
14 procedure and distribution of the settlement fund.

15 10. The Five Hundred Sixty Three (563) Class Members who submitted Claim Forms shall
16 participate in the Settlement. The One (1) Request For Exclusion that was received by the Claims
17 Administrator shall be deemed valid.

18 11. The amount of \$10,000 shall be paid on account of alleged civil penalties pursuant to
19 section 2699(1) of the California Labor Code, to the California Labor and Workforce Development
20 Agency and Class.

21 12. The Claims Administrator is hereby ordered to make the payments required under the
22 Settlement in accordance with its terms and conditions.

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1 13. Without affecting the finality of this Judgment, this Court shall retain exclusive and
2 continuing jurisdiction over this action and the parties, including all Class Members, for purposes of
3 supervising, administering, implementing, enforcing, construing, and interpreting the Settlement, the
4 claims process thereunder, and this Judgment.

5 **IT IS SO ORDERED.**

6 Dated: _____

The Honorable Diane M. Price
Napa County Superior Court Judge

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1 **PROOF OF SERVICE**

2 I, David S. Harris, am over the age of eighteen years, and not a party to the within action. My business
3 address is North Bay Law Group, 116 E. Blithedale Avenue, Suite 2, Mill Valley, California 94941.

4 On November 16, 2015, I served the within document(s):

5 **[PROPOSED] ORDER, JUDGMENT, AND DECREE GRANTING FINAL APPROVAL OF**
6 **CLASS-ACTION SETTLEMENT**

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

8 N/A

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

10 N/A

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

14 Mark Posard
15 GORDON & REES LLP
16 275 Battery Street, Suite 2000
17 San Francisco, California 94111

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

19 Executed on November 16, 2015, at Mill Valley, California.

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David S. Harris