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9 SUPERIOR COURT OF CALIFORNIA  
10 COUNTY OF NAPA

12 CORAL MCQUEEN and FELICIA TREVINO, ) CASE NO. 26-64176  
13 individually and on behalf of all others similarly )  
14 situated, ) First Amended Complaint Filed:  
15 ) July 23, 2014  
16 Plaintiffs, ) CLASS ACTION  
17 )  
18 vs. ) **STIPULATION OF CLASS ACTION**  
19 ) **SETTLEMENT AND RELEASE**  
20 ODD FELLOWS HOME OF CALIFORNIA, a )  
21 California corporation, and DOES 1-100, )  
22 )  
23 Defendants. )

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

24 **DEFINITIONS.**

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

27 “Claims Administrator” as used herein means the entity to be selected jointly by the  
28

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

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

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

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

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

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

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

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

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

27 “Action” means the putative class action lawsuit noted in the caption above, sometimes  
28 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

1 **SCOPE, PURPOSE AND BENEFITS OF THE SETTLEMENT.**

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

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

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

13 **JURISDICTION.**

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

19 **STATEMENT.**

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

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

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

5 The Settlement embodied in this Agreement contemplates the (a) entry of an order  
6 approving certification of a settlement class; (b) entry of a final order approving settlement of  
7 class action; (c) dismissal of the Action with prejudice; (d) discharge of Odd Fellows Home of  
8 California from liability for any and all Claims relating to the Action as stated herein; (e) release  
9 by all members of the Settlement Class of all claims for unpaid wages, compensatory damages  
10 for missed meal and rest periods, overtime, wages, unlawful deductions from wages, penalties  
11 and liquidated damages pursuant to the Labor Code, prejudgment and postjudgment interest,  
12 restitution, including disgorgement of profits, waiting time penalties under Labor Code section  
13 203, PAGA penalties, attorneys' fees, costs, and any claim for injunctive relief related to the  
14 claims alleged in the Complaint ("Class Members' Released Claims"); and (f) as to the Class  
15 Members' Released Claims only, Class Members waive and relinquish the provisions, rights and  
16 benefits of California Civil Code Section 1542 (waiver of all known and unknown claims against  
17 Odd Fellows Home of California).

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

24 **DEFINITION OF THE "SETTLEMENT CLASS."**

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

1 **RELEASE OF CLAIMS.**

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

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

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

3 Section 1542 provides:

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

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

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

14 **NOTICE, OBJECTIONS, AND OPPORTUNITY TO OPT OUT.**

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

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

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

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

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

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

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

26 Withdrawal of the Stipulation. If ten percent (10%) or more members of the Settlement  
27 Class opt out, then Odd Fellows Home of California may, in its sole discretion, unilaterally  
28 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

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

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

14 Class Counsel's Attorneys' Fees and Costs. Odd Fellows Home of California and its  
15 counsel will not oppose a request by Class Counsel for an award of Attorneys' Fees of up to  
16 33.33% of the Gross Settlement Amount, plus an award of litigation costs of up to Fifteen  
17 Thousand Dollars (\$15,000). Class Counsel agrees not to seek from the Court more than the  
18 agreed amounts in fees and costs.

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

25 **TAXATION.**

26 With regard to individual payments made to members of the Settlement Class pursuant to  
27 the Settlement, the parties agree for tax reporting purposes that said individual payments shall be  
28 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.

Gordon & Rees LLP  
275 Battery Street, Suite 2000  
San Francisco, CA 94111

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

9  
10 ODD FELLOWS HOME OF CALIFORNIA

11  
12 Dated: July 17, 2015

NORTH BAY LAW GROUP

13  
14 By: 

David S. Harris  
Attorney for Plaintiffs

15 CORAL MCQUEEN and FELICIA TREVINO

16  
17 Dated: July 17, 2015

LAW OFFICES OF JAMES D. RUSH

18 By: 

Attorney for Plaintiffs:

19 CORAL MCQUEEN and FELICIA TREVINO  
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23  
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# ***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.

<b>OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT</b>	
<b>PARTICIPATE</b>	To receive a cash payment from the Settlement, you must return the enclosed Claim Form by no later than <b>[+45 days from mailing]</b> .
<b>DO NOTHING</b>	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.
<b>EXCLUDE YOURSELF</b>	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 <b>[+45 days from mailing]</b> .
<b>OBJECT</b>	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 <b>[+45 days from mailing]</b> .

- **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 <b>&lt;&lt; Fill in Address &gt;&gt;</b>	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
<b>[INSERT CLAIMS ADMIN INFO]</b>	

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

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

**YOU MUST TIMELY COMPLETE, SIGN AND RETURN THIS FORM BY [+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: \_\_\_\_\_