

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS, VICTORIA DIVISION

TONI MAREK
Plaintiff,

v.

PHI THETA KAPPA HONOR SOCIETY
AND EXECUTIVE DIRECTOR DR. ROD
RISLEY,

Defendants.

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Civil Action No. 6:14-CV-00055

**DECLARATION OF SARALYN QUINN
UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746**

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the following is true and correct.

1. My name is Saralyn Quinn (“Quinn” or “Declarant”). I am over the age of 21, am of sound mind, and am in all ways competent to make this oath and declaration. All of the matters stated herein are within my personal knowledge and are true and correct.

2. At all times relevant to the claims made by Toni Marek (“Marek” or “Plaintiff”) in the above-captioned lawsuit, I have been employed by Phi Theta Kappa *d/b/a* Phi Theta Kappa Honor Society (“PTK” or the “Society”) in Jackson, Mississippi. I have worked for PTK for 22 years. My current title is Senior Director of Operations and Human Resources. I am authorized by PTK to make the statements in this Declaration on its behalf.

3. PTK is an academic honor society comprised of 1287 chapters located at two-year colleges around the world. Each of these chapters is comprised of student-members attending those colleges. Each year during the Society’s annual convention, a student-member from each PTK chapter in attendance votes to elect five (5) student-members to serve as international officers (“IOs”).

4. Marek was a member of PTK’s chapter at Victoria College in Victoria, Texas, while she was a student there. She also served as an IO of PTK (vice-president) from approximately April 2013 until her resignation from this position in January 2014. While a member of PTK’s Victoria College chapter and while serving as an IO, it was PTK’s understanding that Marek was primarily engaged in her own studies at Victoria College; her membership and service as an IO was only one part of her educational experience.



5. PTK's student-members of its chapters and IOs are not employees of PTK, are not paid a salary or wages by PTK, do not receive any employment-related benefits (such as health insurance, pension, or 401K plans) and are not authorized to bind PTK as an agent or contractor. IOs are entitled to reimbursement for their prior-approved travel and related expenses for attending the Society's various meetings and/ annual convention. The only other monetary payments IOs receive during service are tuition scholarships for required training and leadership seminars, reimbursement for expenses incurred in service as a PTK officer, and a tablet notebook for use in performing officer-related services. Should an IO successfully complete his or her term, he or she may be awarded scholarship amounts and a PTK lapel pin.

6. PTK has never employed Marek, and PTK never discharged Marek from employment. Marek never applied for employment with PTK, and PTK never refused to hire Marek for any employment position. PTK never discriminated against Marek in granting or refusing to grant her any compensation, terms, conditions, or privileges of employment.

7. PTK never paid Marek any wages, salary, or other remuneration. PTK has never given Marek any employment-related benefits or any other benefits that were not incidental to her services as an IO or a student-member of PTK's Victoria College chapter. As an IO, she was not entitled to participate in PTK's health insurance, pension, or 401K saving plans.

8. PTK has never entered into any employment or service contracts with Marek and did not pay Marek for any particular job. PTK did not believe it was entering into an employment relationship with Marek when she became an IO or a student-member of the Victoria College chapter of PTK. PTK did not have any right to assign any work to Marek other than her duties as an IO.

9. Marek was not considered an employee of PTK for tax purposes. Marek did not receive any of the employment-related benefits that are available to PTK employees (such as health insurance, pension, or 401K plans). She was not covered by PTK's workers' compensation policy.

10. Marek's service as an IO for PTK was not required for any future employment with PTK. Her term as an IO was for one year and was not renewable. Service as an IO does not regularly lead to employment with PTK. In the last ten years, only two former IOs have been hired as an employee for PTK. This is roughly 4 percent of the IOs serving during that timeframe.

11. Marek attached three email communications to her *Response to Defendant's Motion to Dismiss or in the Alternative Motion for Summary Judgment* as Exhibits E, F, and G. These email messages were addressed to both PTK's employees and IOs, and mention the word "staff." These email messages included instructions on travel expense reimbursement, and were sent to PTK employees and others who were entitled to expense reimbursement. IOs were included on these communications because they were also entitled to travel expense reimbursement under certain circumstances. I do not believe that the use of the

word "staff" in these emails was meant to denote employment with PTK, but rather entitlement to reimbursement by PTK for certain travel-related expenses.

FURTHER DECLARANT SAYETH NOT.

I declare under penalties of perjury under the laws of the United States of America that the foregoing statements are true, accurate and correct.


SARALYN QUINN

Dated: 2/6/2015