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Attorneys for Defendant, DEVELOPMENTAL CLIENT CARE INDUSTRIES, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

ASHLEY MCCORD, individually, and on
behalf of all similarly situated,

Plaintiff,

vs.

DEVELOPMENTAL CLIENT CARE,
INDUSTRIES, INC., and DOES 1 through 100,
inclusive,
Defendants.

) Case No.: RIC1612928

)
) Assigned to for all Purposes to:
) Hon. Sunshine Sykes
) Dept. 6

)
) **AMENDMENT NO. 2 TO PAGA
SETTLEMENT AGREEMENT**

1 This Amendment No. 2 to the PAGA Settlement Agreement ("Amendment No. 2") is made and
2 entered into by Plaintiff Ashley McCord ("Plaintiff"), individually and as a representative of the State
3 of California and the Aggrieved Employees, and Defendant Developmental Client Care Industries, Inc.
4 ("Defendant") and is an amendment to the PAGA Settlement Agreement previously entered into by the
5 parties in and around November 2018 ("PAGA Settlement Agreement"). This Amendment No. 2 is
6 subject to the approval of the Court under Labor Code section 2699(1)(2) of the Private Attorneys Act
7 of 2004 ("PAGA"), and is made for the purpose of attempting to consummate settlement of this Action,
8 subject to the following terms and conditions. In the event the Court does not enter an order granting
9 approval of settlement of this Action, or if the conditions precedent are not met for any reason, this
10 Amendment No. 2 shall be void and shall be of no force or effect whatsoever.

11 1. The parties hereby agree that this Amendment No. 2 modifies Section 12 of the PAGA
12 Settlement Agreement, entitled "Settlement Payments to Aggrieved Employees" previously entered into
13 between the parties, removing that paragraph in the PAGA Settlement Agreement and replacing it in its
14 entirety as follows:

15 "Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each
16 Aggrieved Employees a check for his or her share of the Aggrieved Employee Fund, as calculated under
17 Paragraph 4, along with an explanatory letter which will be mutually approved by the parties, explaining,
18 inter alia, that the Settled Claims are barred by operation of the Settlement. Checks will remain
19 negotiable for 180 days. Any checks returned as non-deliverable on or before the check cashing deadline
20 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no
21 forwarding address is provided, the Settlement Administrator will promptly attempt to determine the
22 correct address using a skip-trace, or other search using the name, address or Social Security number of
23 the Aggrieved Employees involved, and will then perform a single re-mailing. Funds represented by
24 settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more
25 than 180 days after issuance will be tendered to the California State Controller's Office Unclaimed
26 Property Fund. Plaintiff's Counsel will pay the cost of the submission separate and apart from the PAGA
27 Settlement Agreement, such that there will be no effect on the settlement payments issued under the
28 PAGA Settlement Agreement. All settlement payments to Aggrieved Employees will be treated as

1 miscellaneous income for which a 1099 will be issued. Plaintiff and Aggrieved Employees, and not
2 Defendant, shall assume full responsibility and liability for payment of any taxes due on such settlement
3 payments, if any."

4 1. The Parties also agree that this Amendment No. 2 to Settlement Agreement modifies
5 Section 36 of the PAGA Settlement Agreement, entitled "Denial of Liability" previously entered into
6 between the parties, removing that paragraph in the PAGA Settlement Agreement and replacing it in its
7 entirety as follows:

8 "Denial of Liability. The Parties expressly recognize that the making of this agreement does not
9 in any way constitute an admission or concession of wrongdoing on the part of any of the Defendant, and
10 Defendant expressly denies any liability to Plaintiff and the Aggrieved Employees."

11 **IN WITNESS WHEREOF**, the Parties and their counsel have executed this Stipulation on the
12 date below their signatures or the signature of their representatives. The date of the Stipulation shall be
13 the date of the latest signature.

14 Dated: 05/15/2019



Ashley McCord

17 Developmental Client Care Industries, Inc.

18 Dated:



19 Printed: Carl E. Rowe

20 Title: President

21 **APPROVED AS TO FORM AND CONTENT**

22 CROSNER LEGAL, P.C.

23 Dated: 5/14/2019



24 Zachary M. Crosner
25 Attorneys for Plaintiff Ashley McCord

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.



Dated: May 14, 2019

Linda Claxton
Attorneys for Defendant
Developmental Client Care Industries, Inc.

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