

CROSNER LEGAL, P.C.  
Michael Crosner (SBN: 41299)  
mike@crosnerlegal.com  
Zachary Crosner (SBN: 272295)  
zach@crosnerlegal.com  
433 N Camden Dr., Ste. 400  
Beverly Hills, CA 90210  
Telephone: (310) 496-5818  
Fax: (310) 510-6429

Attorneys for Plaintiffs

DAWN T. COLLINS, CA Bar No. 193447  
dawn.collins@ogletreedeakins.com  
TAE KIM, CA Bar No. 210465  
tae.kim@ogletreedeakins.com  
MARISSA ALGUIRE, CA Bar No. 249755  
marissa.alguire@ogletreedeakins.com  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
400 South Hope Street, Suite 1200  
Los Angeles, CA 90071  
Telephone: 213.239.9800  
Facsimile: 213.239.9045

Attorneys for Defendant  
DEVELOPMENTAL CLIENT CARE INDUSTRIES, INC.

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

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

Plaintiffs,

vs.

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

Defendants.

Case No.: RIC1612928

**PAGA SETTLEMENT AGREEMENT**

1 **PAGA SETTLEMENT AGREEMENT**

2 Subject to Court approval by the Superior Court of the State of California for the County of  
3 Riverside (“Court”), Plaintiff Ashley McCord (“Plaintiff”) and Defendant Developmental Client Care  
4 Industries, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”) hereby agree to the following  
5 binding settlement (“Settlement” or “Settlement Agreement”) of the lawsuit entitled *McCord v.*  
6 *Developmental Client Care Industries, Inc.*, Case No. RIC1612928 (Riverside County Superior Court  
7 October 4, 2016) (the “Action”).

8 **PERSONS COVERED BY THE SETTLEMENT**

9 1. **Aggrieved Employees:** This Settlement covers all current and former non-exempt  
10 employees of Defendant who, during the “Settlement Period”: (i) worked split shifts, but were not paid  
11 all associated split shift premiums; (ii) received wages more than seven (7) days after the close of  
12 Defendant’s pay period; (iii) received inaccurate wage statements from Defendant, as a result of unpaid  
13 split shift premiums; and/or (iv) did not receive all wages owed at the time of their termination or  
14 resignation, as a result of unpaid split shift premiums.

15 2. **Settlement Period:** The Settlement Period starts on September 1, 2015 and continues  
16 through the date of the Order approving the parties’ Stipulation of Settlement.

17 **SETTLEMENT CONSIDERATION**

18 3. **Maximum Settlement Amount:** Defendant will pay a maximum of One Hundred Fifty-  
19 One Thousand Dollars One Hundred Thirty-Six Dollars and Zero Cents (\$151,137.00) (“Maximum  
20 Settlement Amount”) to settle this Action, which includes settlement payments for civil penalties to  
21 Aggrieved Employees, Plaintiff’s Service Award, Attorneys’ Fees and Costs, a payment for civil  
22 penalties to the California Labor and Workforce Development Agency (“LWDA”), and Settlement  
23 Administration costs.

24 4. **Net Settlement Fund.** After deducting Plaintiff’s Service Award, Plaintiff’s Attorney’s  
25 Fees and Costs, and Settlement Administration Costs, the balance of the Maximum Settlement Amount  
26 (the “Net Settlement Fund”) will be distributed as follows: 75% of the Net Settlement Fund shall be paid  
27 to the LWDA. The remaining 25% will be distributed to the Aggrieved Employees. Each Aggrieved  
28 Employee’s individual share will be treated as non-wage income and reported by the Settlement

1 Administrator on IRS Form 1099 to the respective Aggrieved Employee and applicable governmental  
2 authorities. Of the portion paid to Aggrieved Employees, the amounts will be subject to the distribution  
3 formula agreed upon by the Parties. Any leftover funds remaining after the reductions listed in this  
4 paragraph, shall go the Net Settlement Fund and shall not revert back to Defendant. The portions of the  
5 Net Settlement Fund to be distributed to the Aggrieved Employees, as described in this Paragraph  
6 (“Aggrieved Employee Fund”), shall be paid according to the following formula: *Settlement Payment to*  
7 *each Aggrieved Employee = (Aggrieved Employee Fund x Pay Periods Worked by Each Individual*  
8 *Aggrieved Employee During Settlement Period) ÷ Total Pay Periods Worked by All Aggrieved*  
9 *Employees during the Settlement Period.*

10 5. Attorneys’ Fees and Costs: In full satisfaction of all claims Plaintiff may have for  
11 attorney’s fees, litigation costs, and expenses arising out of the Action, Defendant agrees to pay  
12 Plaintiff’s counsel, Crosner Legal, P.C. (“Plaintiff’s Counsel”), a total of Fifty Thousand Three Hundred  
13 Twenty Eight Dollars and Sixty Two Cents (\$50,328.62) in attorneys’ fees, as well as additional actual  
14 litigation costs and expenses in an amount of Six Thousand Eight Hundred Thirty-One Dollars and  
15 Twelve Cents (\$6,831.12). (“Attorneys’ Fees and Costs”), from the Maximum Settlement Amount.

16 6. Settlement Administration. The Parties will retain Simpluris Inc. (“Settlement  
17 Administrator”) to administer this Settlement. The Settlement Administrator will be responsible for  
18 establishing a qualified settlement fund (“QSF”) from the Maximum Settlement Amount paid by  
19 Defendant, and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA,  
20 Plaintiff, and Plaintiff’s counsel. The fees and costs of the Settlement Administrator shall be paid from  
21 the QSF (“Settlement Administration Costs”) in an amount not to exceed Ten Thousand Dollars and  
22 Zero Cents (\$10,000.00).

23 7. Plaintiff’s Service Award: In recognition of her effort and work in prosecuting the  
24 Action for the benefit of the State of California and Aggrieved Employees, and for a general release of  
25 all individual claims she may have against Defendant, as set forth in Paragraph 15, Defendant agrees to  
26 pay Plaintiff Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Plaintiff’s Service Award”) from the  
27 Maximum Settlement Amount, subject to issuance of a Form 1099, in addition to her share of the  
28 Aggrieved Employee Fund as determined under Paragraph 4. Plaintiff shall assume full responsibility

1 and liability for payment of taxes due on Plaintiff's Service Award.

2 8. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties  
3 will present this Settlement Agreement to the Court and will request that the Court issue an order and  
4 judgment approving and incorporating by reference the terms and conditions of the Settlement  
5 Agreement (the "Order and Judgment"). Simultaneously, Plaintiff's counsel will submit a copy of the  
6 executed Settlement Agreement to the LWDA. Upon approval of the Order and Judgment, Plaintiff's  
7 counsel will submit a copy of the Order and Judgment to the LWDA.

8 9. Installment Funding of the Settlement. After the Court enters the Order and Judgment,  
9 Defendant will deposit Fifty Percent (50%) of the Maximum Settlement Amount into the QSF by no  
10 later than May 18, 2018 ("First Installment Payment"); Defendant will thereafter deposit the remaining  
11 Fifty Percent (50%) of the Maximum Settlement Amount into the QSF by no later than July 18, 2018  
12 ("Second Installment Payment") (collectively referred to as the "Installment Payments"). Within  
13 fourteen (14) calendar days of the First Installment Payment and of the Second Installment Payment, the  
14 Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the LWDA; (c)  
15 Plaintiff; (d) Plaintiff's counsel, and (e) itself. The Settlement Administrator, and not Defendant, will  
16 issue the appropriate tax forms for all payments issued under this Settlement.

17 10. Non-Installment Funding of the Settlement. The Parties agree that if two Installment  
18 Payments by the Settlement Administrator cause the Settlement Administration Costs to exceed Ten  
19 Thousand Dollars and Zero Cents (\$10,000.00), then the Settlement Administrator will not issue any  
20 payments following Defendant's deposit of the First Installment Payment. The Settlement Administrator  
21 will only issue payments to (a) Aggrieved Employees; (b) the LWDA; (c) Plaintiff; (d) Plaintiff's  
22 counsel; and (e) itself, within fourteen (14) calendar days following Defendant's deposit of the Second  
23 Installment Payment.

24 11. No Opt-Out or Objection to the Settlement. Because the requirements of class  
25 certification do not apply to PAGA representation actions (*see Arias v. Super. Ct.*, 46 Cal. 4<sup>th</sup> 969  
26 ([2009])), it is understood and agreed that the Aggrieved Employees shall not be afforded an opportunity  
27 to opt out of, or object to, the Settlement.

28 12. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue

each Aggrieved Employees a check for his or her share of the Aggrieved Employee Fund, as calculated under Paragraph 4, along with an explanatory letter which will be mutually approved by the parties, explaining, *inter alia*, that the Settled Claims are barred by operation of the Settlement. Checks will remain negotiable for 120 days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employees involved, and will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 120 days after issuance will be tendered to the California Department of Industrial Relations Unpaid Wage Fund (see Cal. Lab. Code § 96.6). All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued. Plaintiff and Aggrieved Employees, and not Defendant, shall assume full responsibility and liability for payment of any taxes due on such settlement payments, if any.

13. Release as to the PAGA Representative Claims: Upon the entry of the Final Order, Plaintiff, as the representative for the State of California, will forever completely release and discharge the Defendant of any and all PAGA Representative Claims for civil penalties under Labor Code § 2699 and Labor Code § 558 that were alleged in the Action, including but not limited to, claims for DCCI's (i) failure to pay split shift premiums; (ii) failure to timely pay wages after the close of each pay period; (iii) inaccurate wage statements, as a result of unpaid split shift premiums; (iv) failure to pay all outstanding wages at separation, as a result of unpaid split shift premiums; and (v) the alleged violation of, or claims for relief pursuant to, Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 512, 558, and 1174, as well as California Code of Regulations, Title 8, section 11050(4)(C) and IWC Wage Order 5-2001, Section 4(C) ("Released Claims"). The time period governing these Released Claims shall be at any time from September 1, 2015, through the date of the Final Order approving this Settlement Agreement.

In accordance with *Arias v. Superior Court* (2009) 46 Ca1.4th969, 985, a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on government

1 agencies and any aggrieved employee not a party to the proceeding,” which the Final Order shall so  
2 reflect. The Final Order shall not bind nor release the PAGA Employees of any individual wage claims  
3 (or other individual claims). However, in accordance with *Arias, supra*, the Final Order shall be binding  
4 on the PAGA Employees as to the Released Claims, including the PAGA Representative Claims and  
5 Labor Code § 558. A statement to this effect shall be included in the Notice Letter sent to the PAGA  
6 Employees.

7 14. Filing A First Amended Complaint: Plaintiff and Plaintiff’s counsel shall, prior to or at  
8 the time of seeking approval of the PAGA Settlement from the Court, take all steps reasonably necessary  
9 to file a First Amended Complaint (the “FAC”), which shall incorporate individual (non-PAGA) wage  
10 and hour claims and theories of relief which formed the basis of Plaintiff’s PAGA cause of action,  
11 including (i) a failure to pay minimum wages due to non-payment of split shift premiums; (ii) inaccurate  
12 wage statements, as a result of unpaid split shift premiums; and (iii) failure to pay all outstanding wages  
13 at separation, as a result of unpaid split shift premiums (“Individual (Non-PAGA) Released Claims”).

14 15. Release by Plaintiff: Plaintiff does for herself and for her respective spouses, heirs,  
15 successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,  
16 personal representatives, and assigns forever and completely release and discharge Defendant from any  
17 and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies,  
18 damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including  
19 back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages’, interest,  
20 attorneys’ fees, and costs) of any nature whatsoever, from the beginning of time to the date she executes  
21 this Settlement Agreement, whether known or unknown, suspected or unsuspected, including but not  
22 limited to all claims arising out of, based upon, or relating to Plaintiff’s employment with Defendant or  
23 the remuneration for or termination of such employment.

24 Without limiting the generality of the foregoing, Plaintiff expressly releases all claims or rights  
25 against Defendant arising out of or relating to alleged violations of any contracts, express or implied  
26 (including but not limited to any contract of employment); any contract or covenant of good faith and  
27 fair dealing (express or implied); any tort, including any claim for improper or unauthorized wage  
28 deductions, failure to pay the applicable wage, unpaid wages, unpaid vacation benefits, penalties,

1 liquidated damages, other damages, alleged minimum wage and overtime under state law, including  
2 California Labor Code Sections 204 and 558, waiting time penalties pursuant to California Labor Section  
3 203, damages or penalties pursuant to California Labor Code Section 226, meal period and rest break  
4 payments pursuant to California Labor Code Sections 226.7 and 512, failure to provide itemized wage  
5 statements pursuant to California Labor Code Section 226, statutory or civil penalties pursuant to  
6 California Labor Code Sections 210, unfair competition and unfair business practices pursuant to  
7 Business and Professions Code Section 17200 et seq., interest and costs pursuant to California Civil  
8 Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to  
9 attorneys' fees and costs, including those pursuant to California Labor Code Section 1194 et seq.; claims  
10 under the Private Attorneys General Act of 2004, Labor Code section 2699 et seq., and the alleged  
11 violation or breach of any other state or federal statute, rule and or regulation; including all applicable  
12 Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited  
13 to, any claim for restitution, equitable relief, interest, penalties, costs or attorneys' fees in connection with  
14 any of the foregoing, negligent infliction of emotional distress, intentional infliction of emotional distress,  
15 and defamation; any "wrongful discharge," "constructive discharge," and "retaliation" claims; any  
16 claims relating to any breach of public policy; any legal restrictions on Defendant's' right to discharge  
17 employees; and any federal, state, or other governmental statute, regulation, or ordinance, including,  
18 without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national  
19 origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2)  
20 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209( d) (1) (equal pay); (4)  
21 Americans with Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (5) Family and  
22 Medical Leave Act, 29 U.S.C. § 2601 et seq. (family/medical leave); (6) California Fair Employment  
23 and Housing Act, Cal. Government Code § 12900 et seq. (discrimination or harassment in employment  
24 and/or housing, including discrimination or harassment based on race, religious creed, color, national  
25 origin, ancestry, disability, marital status, sex (including pregnancy), or age, including retaliation for  
26 reporting discrimination or harassment); (7) California Family Rights Act, Cal. Government Code §  
27 12945.1 et seq. (family/medical leave); (8) California Labor Code, including Section 1720 et seq., or any  
28 Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race, color, religion, sex, and

1 national origin discrimination or harassment); (10) Executive Order 11141 (age discrimination); (11)  
2 Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (12) the Fair Labor  
3 Standards Act; and (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000 et seq. (employee  
4 benefits).

5 Plaintiff expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the  
6 Civil Code of the State of California and do so understanding and acknowledging the significance of the  
7 waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

8 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
9 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HER OR HER  
10 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN  
11 BY HER OR HER MUST HAVE MATERIALLY AFFECTED HER OR HER  
12 SETTLEMENT WITH THE DEBTOR.

13 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and  
14 complete release and discharge of all parties, Plaintiff and Plaintiff's Counsel expressly acknowledge that  
15 this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiff  
16 knows of, as well as all claims that they do not know or suspect to, exist in her favor against Defendant,  
17 or any of them, for the time period from the beginning of time to the date of the entry of the Final Order  
18 and that this Settlement Agreement contemplates the extinguishment of any such claims.

19 Plaintiff's general release shall become effective upon the date of entry of the Final Order. The  
20 Parties agree that Plaintiff's general release shall not affect or limit Plaintiff's ability or standing to serve  
21 as the representative/lead Plaintiff for the State of California in this Action and/or for this Settlement  
22 Agreement.

23 16. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
24 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
25 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of  
26 action or right herein released and discharged.

27 17. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve  
28 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then

1 this Settlement Agreement will be null and void, and the Parties will be returned to their original  
2 respective positions pursuant to the terms of the Memorandum of Agreement entered into by the Parties  
3 on October 18, 2017.

4 18. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court  
5 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement  
6 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters  
7 as may be appropriate under court rules or as set forth in this Settlement.

8 19. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'  
9 settlement terms. Apart from the Memorandum of Agreement entered into by the Parties on October 17,  
10 2017, no other prior or contemporaneous written or oral agreements may be deemed binding on the  
11 Parties.

12 20. Amendment or Modification. This Settlement Agreement may be amended or modified  
13 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all  
14 Parties.

15 21. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and  
16 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
17 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
18 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
19 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with  
20 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are  
21 unable to reach agreement on the form or content of any document needed to implement the Settlement,  
22 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,  
23 the Parties may seek the assistance of the Court to resolve such disagreement.

24 22. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
25 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

26 23. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto  
27 will be governed by and interpreted according to the laws of the State of California.

28 24. Execution and Counterparts. This Settlement Agreement is subject only to the execution

1 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
2 executed counterparts and each of them, including facsimile and scanned copies of the signature page,  
3 will be deemed to be one and the same instrument provided that counsel for the Parties will exchange  
4 among themselves original signed counterparts.

5 25. Acknowledgement that the Settlement is Fair and Reasonable. Defendant has produced  
6 and Plaintiff has received and reviewed data pertaining to the hours worked by and wages paid  
7 Aggrieved Employees, in addition to the applicable number of work weeks and shifts. The Parties  
8 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have  
9 arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties agree that  
10 Plaintiff and her counsel have sufficient information to assess this matter for settlement and have  
11 engaged in sufficient investigation and informal and formal discovery to assess the relative merits of  
12 Plaintiff's claims and Defendant's defenses to them.

13 26. The Parties further acknowledge that they are each represented by competent counsel  
14 and that they have had an opportunity to consult with their counsel regarding the fairness and  
15 reasonableness of this Settlement.

16 27. Invalidity of Any Provision. Before declaring any provision of this Settlement  
17 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
18 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement  
19 valid and enforceable.

20 28. Captions. The captions and section numbers in this Settlement Agreement are inserted  
21 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
22 provisions of this Settlement Agreement.

23 29. Waiver. No waiver of any condition or covenant contained in this Settlement  
24 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to  
25 imply or constitute a further waiver by such party of the same or any other condition, covenant, right or  
26 remedy.

27 30. Enforcement Action. In the event that one or more of the Parties institutes any legal  
28 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement

1 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be  
2 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including  
3 expert witness fees incurred in connection with any enforcement actions.

4 31. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
5 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
6 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for  
7 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,  
8 all Parties have contributed to the preparation of this Settlement Agreement.

9 32. Representation By Counsel. The Parties acknowledge that they have been represented  
10 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
11 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed  
12 in full.

13 33. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good  
14 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this  
15 Settlement Agreement.

16 34. Binding Agreement. The Parties warrant that they understand and have full authority to  
17 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and  
18 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to  
19 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply  
20 under federal or state law.

21 35. Denial of Liability. The Parties expressly recognize that the making of this agreement  
22 does not in any way constitute an admission or concession of wrongdoing on the part of any of the  
23 Defendant, and Defendant expressly denies any liability to Plaintiff and the Aggrieved Employees.  
24 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,  
25 discussions or communications, nor any materials prepared, exchanged, issued or used during the course  
26 of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be  
27 used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other  
28 forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance,

1 regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the  
2 foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the  
3 interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court  
4 entered into in connection therewith.

5 **READ CAREFULLY BEFORE SIGNING**

7 **PLAINTIFF**

8 Dated: 04/25/2018

*ashley*

Plaintiff Ashley McCord

11 **DEFENDANT DEVELOPMENTAL CLIENT  
CARE INDUSTRIES, INC.**

12 Dated: 4/24/18

*CM & ROSE*

*CM & ROSE*

Please Print Name of Authorized Signatory

15 **APPROVED AS TO FORM**

17 **CROSNER LEGAL, P.C.**

18 Dated: 04 / 25 / 2018

*[Signature]*

Zachary Crosner, Esq.

Counsel of record for Plaintiff Ashley McCord

21 **OGLTREE DEAKINS, NASH, SMOAK & STEWART, P.C.**

22 Dated: 4/24/18

*[Signature]*

Marissa Alguire, Esq.

Counsel of record for Defendant Developmental  
Client Care Industries, Inc.