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SUPERIOR COURT 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 for all Purposes to:
Hon. Sunshine Sykes
Dept. 6

**DECLARATION OF ZACHARY
CROSNER IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

Date: June 6, 2019
Time: 8:30 a.m.
Dept.: 6

Reservation No.:

Complaint Filed: October 4, 2016

1 I, Zachary Crosner state and declare:

2 1. I am an attorney licensed to practice before all of the courts of the State of
3 California. I represent the Plaintiff in this action and I am thoroughly familiar with and have
4 personal knowledge of all of the facts set forth herein. I submit this Declaration in support of
5 Plaintiff's Motion to Approve Settlement Pursuant to the Private Attorney General Act of 2004
6 ("PAGA"). If called as a witness, I could and would competently testify thereto.

7 2. On May 30, 2016, Plaintiff submitted a certified letter to the California Labor
8 Workforce Development Agency (the "LWDA") notifying it of Plaintiff's claims under the PAGA.
9 Thereafter, the LWDA did not assert jurisdiction over Plaintiff's PAGA claims during the 65 day
10 waiting period, so on October 4, 2016, Plaintiff filed a PAGA-only action against Defendant in this
11 Court, alleging claims arising out of Defendant's alleged violations of the Labor Code: (1) Failure
12 to Pay Minimum Wages/Split Shift Wages; (2) Failure to Pay on a Timely Bi-Weekly Basis; (3)
13 Failure to Maintain Accurate Records; (4) Failure to Provide Accurate and Itemized Wage
14 Statements; and (5) other derivative violations of the California Labor Code, as described herein.

15 3. Defendant retained counsel, fully denied the allegations and vigorously defended
16 against them. The Parties agreed to submit the matter to an early mediation in order to resolve the
17 Plaintiff's alleged claims. In preparation for the mediation, the Parties exchanged legal briefs,
18 documents, and information that allowed both sides to calculate the potential damages and evaluate
19 potential risk. During this process, Plaintiff and her counsel analyzed, researched, and investigated
20 the potential issues, including matters related to the calculation of damages, trial, and appellate
21 issues and risks.

22 4. The mediation took place on October 18, 2017, with mediator Jeff Winikow, one of
23 the more experienced class and PAGA action mediators in Southern California. The Parties
24 reached a tentative agreement at mediation, but were required to continue serious arms-length
25 negotiations on the entirety of the terms of settlement thereafter. The Parties initially memorialized
26 the terms of the settlement in a long-form Settlement Agreement on or about December 29, 2017.

27 5. Plaintiff filed a Motion for Approval of the PAGA Settlement and supportive
28 documents thereof on or about February 5, 2018. In its tentative ruling, the Court requested

DECLARATION OF ZACHARY CROSNER IN SUPPORT OF PLAINTIFF'S RENEWED MOTION
TO APPROVE SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEY GENERAL
ACT OF 2004

1 supplemental briefing in accordance with its Case Management Order, and took issue with certain
2 terms of the Settlement Agreement. Thereafter, the Parties met and conferred, and agreed to several
3 revisions of the Settlement Agreement in order to address the Court's concerns. More specifically,
4 the Parties agreed to: (1) Plaintiff's filing of a First Amended Complaint incorporating her
5 individual (non-PAGA) wage and hour claims which formed the basis of the PAGA cause of
6 action, and to a release of her non-PAGA claims; (2) clarified that each PAGA Employee's
7 individual share of PAGA penalties payment will be treated as non-wage income and reported by
8 the Settlement Administrator on IRS Form 1099 to the respective PAGA Employee and applicable
9 governmental authorities; (3) limited the release of the PAGA claims to Plaintiff, but have
10 requested the Final Order shall be binding on the PAGA Employees as to the Released Claims,
11 including the PAGA Representative Claims and Labor Code § 558; (4) incorporated the material
12 terms of the Settlement Agreement into the Final Order; and (5) removed any request of the Court
13 for *res judicata* or collateral estoppel effect of the final judgment. Plaintiff also presented
14 supplemental briefing and in its supportive declaration of Zachary Crosner to address the Court's
15 tentative ruling and the relevant portions of its Case Management Order.

16 6. On May 21, 2018, the Court issued a tentative ruling on Plaintiff's Motion to
17 Approve the PAGA Settlement providing guidance on its position relating to dismissal of the
18 Action (as opposed to a Judgment). The Court also requested supplemental briefing primarily
19 relating to the amount of and estimated exposure of the alleged Labor Code violations, Plaintiff's
20 ability to recover the requested service award, Plaintiff's Counsel's request for reimbursement of
21 costs, and the Settlement Administrator's request for administration fees—which was provided in
22 Plaintiff's Counsel's supplemental declaration filed on June 19, 2018.

23 7. On June 26, 2018, this Court issued a tentative ruling on Plaintiff's Motion to
24 Approve the PAGA Settlement in light of Plaintiff's Counsel's June 19th supplemental declaration.
25 In its tentative, the Court indicated its approval of a service award to Plaintiff in an amount not to
26 exceed \$3,000 and its approval of Settlement Administration fees not to exceed \$3,300. The Court
27 also requested further briefing on the Plaintiff's Counsel's requested reimbursement of costs,
28 specifically filing fees to be separated from courier fees, and also reiterated its position that the

1 dispositive document following a PAGA settlement is an Order which shall not bind non-party
2 aggrieved employees.

3 8. In his November 26, 2018 supplemental declaration, Plaintiff's Counsel provided
4 further briefing on its filing fees, adjusting its request for reimbursement accordingly. Counsel for
5 Plaintiff also attached to its supplemental declaration a fully executed revised version of the
6 Settlement Agreement and [Proposed] Order which did not bind the non-party aggrieved
7 employees which reflected the Court's position. Specifically, (1) Paragraph 5 of the [Proposed]
8 Order was revised to state that "Plaintiff Ashley McCord's claim pursuant to Labor Code Section
9 2699, et seq. (PAGA) is dismissed with prejudice as to Plaintiff Ashley McCord and without
10 prejudice to all other Aggrieved Employees," and (2) the Settlement Agreement removed all
11 language indicating that the Settlement would bind any non-party aggrieved employees, which had
12 previously been incorporated into Paragraph 13 of the settlement agreement.

13 9. The Court's tentative ruling on November 28, 2018 denied approval of the PAGA
14 Settlement based solely on its request that the [Proposed] Order reflect its approval of Plaintiff's
15 service award for \$3,000 and informed Plaintiff's Counsel that it would approve a request for
16 expense reimbursement in an amount of \$6,093.02. On December 12, 2018, Counsel for Plaintiff
17 filed a supplemental declaration informing the Court that the Parties had revised the [Proposed]
18 Order to reflect an amount of \$3,300 for Plaintiff's service award and an amount of \$6,093.02 for
19 Plaintiff's Counsel's request for reimbursement of litigation expenses. Plaintiff's Counsel also
20 concurrently filed with the Court a revised version of the [Proposed] Order.

21 10. On January 9, 2019, the Court held a status conference relating to Plaintiff's Motion
22 for Approval wherein Counsel for Plaintiff was instructed by the Court to seek approval of the
23 most recent version of the PAGA Settlement and [Proposed] Order by and through a motion for
24 approval. This motion subsequently was denied by the Court.

25 11. On April 30, 2019, the Court held another status conference relating to Plaintiff's
26 Motion for Approval wherein Counsel for Plaintiff was instructed by the Court to follow its
27 updated Case Management Order, which had been issued by the Court on March 15, 2019. The
28 June 6, 2019 hearing date for approval of the PAGA Settlement was also confirmed by the Court.

1 True and correct copies of the Settlement Agreement, and all amendments thereto are attached
2 hereto as Exhibit A. A true and correct copy of the proposed Notice letter is attached hereto as
3 Exhibit B.

4 12. Under the settlement, Defendant will pay a non-reversionary settlement amount of
5 \$151,137 (the "Settlement Amount"), inclusive of payments to the LWDA and Aggrieved
6 Employees, attorney's fees and costs, and settlement administration costs . After payment of these
7 amounts, Plaintiff estimates about \$88,364.98 will remain ("Net Settlement Amount"). 75% (about
8 \$66,273.73) to be paid to the LWDA, and the remaining 25% (about \$22,091.25) will be
9 distributed to the allegedly Aggrieved Employees in proportion to the total number of pay periods
10 each individual worked during the Statutory Settlement Period.

11 13. Defendant will pay the Settlement Amount in one lump sum payment. No later than
12 7 calendar days following the date when the Court enters the Order, Defendant will send the
13 Settlement Administrator a list of all Aggrieved Employees ("Aggrieved Employee List") and the
14 number of pay periods each worked during the Settlement Period. Within ten calendar days after
15 the Court enters the Order, Defendant will deposit the Settlement Amount into a qualified
16 settlement fund ("QSF") to be established by the Settlement Administrator. No later than twenty-
17 one (21) calendar days after entry of the Order, the Settlement Administrator shall mail a Notice
18 and Settlement Check to all Aggrieved Employees via regular First-Class U.S. Mail, using the most
19 current, known mailing addresses from the Aggrieved Employee List. The Settlement
20 Administrator shall also remit payment to the LWDA, Plaintiff, and Plaintiff's counsel, and itself
21 for administration costs, at this time. Aggrieved Employees need not submit claim forms and will
22 automatically receive a Notice and Settlement Check. Settlement Checks will be negotiable for 180
23 days, after which time the Settlement Administrator will forward any unclaimed funds to the State
24 Controller's Unclaimed Property Fund.

25 14. Per the Court's CMO, the Settlement Agreement narrowly releases only Plaintiff
26 and the State for civil penalty claims under Labor Code §§ 558 and 2699. The release does not bind
27 other aggrieved employees. The Release binds Plaintiff and the State for all claims brought in the
28 Action, and bars any future claims under PAGA as to those released claims. While Plaintiff is

1 separately releasing any and all claims against Defendant, as part of the resolution of her individual
2 (non-PAGA) claims, the Settlement Agreement and release protects the rights of the aggrieved
3 employees to bring their own individual claims should they wish.

4 15. During settlement negotiations, Defendant provided information that it has
5 employed 221 individuals in California since September 1, 2015 who worked a total of 4,798 pay
6 periods, and who qualify as Aggrieved Employees under the Settlement. Defendant also provided
7 data indicating there were approximately 1,540 pay periods with prospective split shift violations,
8 and Defendant's standard practice was to pay its employees bi-weekly or semi-monthly.

9 16. As to the Split Shift Claims, there were approximately 1,819 pay periods with split
10 shift violations, resulting in a maximum exposure of \$363,600 in PAGA penalties (\$100 maximum
11 initial PAGA penalty + 1,818 pay periods * \$200 maximum subsequent PAGA penalty); as to the
12 Late Payment Claims, based on the total pay periods in the statutory PAGA period (4,798),
13 Defendant may be liable for up to \$959,500 (\$100 maximum initial PAGA penalty + 4,797 pay
14 periods * \$200 maximum subsequent PAGA penalty); and, as to the Derivative Claims,
15 Defendant's maximum exposure for record keeping violations (Labor Code section 1174) and
16 wage statement violations (Labor Code section 226) would also be \$959,500 respectively (\$100
17 maximum initial PAGA penalty + 4,797 pay periods * \$200 maximum subsequent PAGA penalty).
18 Lastly, the waiting time penalties would likely be assessed as a one-time penalty amounting to
19 \$13,900 as it only impacts the final paycheck (70 total former employees; \$100 max. initial
20 exposure + 69 former employees * 200 subsequent max. exposure).

21 17. Plaintiff's strongest claim is for unpaid split shift premiums and it has a maximum
22 value of \$363,600 (a total of 1,818 pay periods with split shifts * \$200 maximum subsequent
23 PAGA penalty) but, as noted, Defendant raised several defenses, including that Plaintiff's exposure
24 analysis presumed split shift violations for any interruptions in a 24-hour work day without due
25 regard to conflicting authority and the actual offset credited for payments in excess of minimum
26 wage. As previously indicated, Defendant argues that any interruption in the work day that was a
27 result of an overnight shift does not amount to a bona fide split shift. Defendant points to *Securitas*
28 *Security Services USA, Inc. v. Superior Court (Holland)* (2011) 197 Cal.App.3d 115, in support of

1 its defense. While Plaintiff is confident in prevailing on liability at trial for overall split shifts,
2 based on the defense put forth by Defendant, Plaintiff believes her odds of proving split shift
3 violations relating to the overnight shifts are significantly lower (estimate 20% to 30% chance of
4 prevailing). Regardless, Plaintiff also believes any penalty that might be assessed will likely be
5 reduced in the Court's discretion under Labor Code § 2699(e)(2) and cases such as *Cotter v. Lyft,*
6 *Inc.* (N.D. Cal. 2016) 193 F.Supp.3d 1030, largely because the violation arose out of a previously
7 unsettled legal obligation.

8 18. Plaintiff's late payment claim points to the "pay date" on the wage statements
9 Defendant's issued as evidence that Defendant systematically compensated its employees thirteen
10 days after the end of the applicable pay period, resulting in late payment violations under Labor
11 Code section 204. However, Defendant puts forth three arguments attacking both the substantive
12 and procedural aspects of this claim: (1) its "pay date" on the wage statement was automated and
13 did not represent the actual date checks and/or direct deposits were issued, and Plaintiff cannot
14 point to any authority affording them a presumption on the basis of the pay date on the wage
15 statement; (2) to meet its burden Plaintiff would have to obtain proof of actual dates of payment
16 which would require incredibly fact-intensive and individualized inquiries that render this claim
17 unmanageable for the Court to administer an efficient trial; and (3) any violations would be
18 tempered by the high probability that the Court will not characterize these as subsequent violations
19 for any time period prior to when the PAGA Notice, which would limit PAGA penalties to \$100
20 for at least half the statutory period, notwithstanding the possibility of additional reductions in the
21 penalties amount. For these reasons, Plaintiff believes there is a risk factor of at least 65% to 75%
22 off the maximum exposure amount.

23 19. The Derivative Claims are true to their name, and either live or die by the result of
24 the Split Shift Claims. However, there is additional risk factors to consider in assessing the waiting
25 time and wage statement violations claims. As explained above, Defendant offers persuasive
26 authority that split shift premiums should not be characterized as "wages" and therefore do not
27 meet the criteria necessary to trigger section 203 or 226 penalties. *Kirby v. Immoos Fire Protection,*
28 *Inc.* (2012) 53 Cal.4th 1244. Therefore, Plaintiff anticipates a 30% or less likelihood of success on

1 the Derivative Claims at trial, assuming that Plaintiff prevails in the above-described Split-Shift
2 Claims. In regard to CMO ¶ E(2)(f) and whether Labor Code § 226 violations were knowing and
3 intentional, Defendant argued these violations were not knowing or intentional because they are
4 based on one-hour premium penalties not “wages”, and many of these penalties are for overnight
5 split-shifts which arise out of a conflicting interpretation of the law.

6 20. Here, Defendant argues each of these factors weigh in favor of the Court applying a
7 significant reduction to any civil penalties assessed. Regarding the Split-Shift Claims, if Plaintiff
8 prevailed on her theory, she anticipates the Court would apply a discount because a portion of the
9 violations are based on an unsettled area of the law, and Defendant’s obligations were (and are)
10 genuinely unclear regarding payment of a one-hour premium to employees working overnight
11 shifts. Plaintiff’s acknowledge that *Securitas Security Services* provides strong arguments in
12 defense of the Split-Shift Claims. Defendant points out there is no clear authority outside of the
13 statutory language within the Wage Order supporting Plaintiff’s theory that one-hour premiums
14 shall be applied to overnight shifts which slightly bleed into a subsequent workday. Since this is an
15 unsettled area of the law, Plaintiff applied a 50% discount in civil penalties based on the Court’s
16 discretion.

17 21. Plaintiff also anticipates the Court may exercise discretion and discount the Late
18 Payment Claims. Of course, Defendant will likely offer witnesses and declarations at trial or prior
19 thereto in order to show that all employee payments, or a portion thereof, were actually paid on
20 different dates than those depicted on the issued wage statements. If Defendant is able to produce
21 adequate proof, Plaintiff believes there is a serious risk that the Court would consider this Claim
22 too individualized to manage in the context of a trial. Any such proof would also potentially reduce
23 the amount of violations, in addition to the strong possibility that the \$100 initial and/or \$200
24 subsequent PAGA civil penalty amounts are reduced by the discretion of the Court. Based on these
25 facts, Plaintiff believes that the Court may apply approximately a 65% reduction in civil penalties
26 for Plaintiff’s Late Payment Claims.

27 22. Finally, the Derivative Claims are subject to the defenses and arguments for
28 reduction as the primary claims discussed above, as well as several additional defenses/arguments,

1 as discussed above. Therefore, Plaintiff believes the Court would find that the majority of claims
2 arise out of an unsettled legal obligation and would discount the Derivative Claims by
3 approximately 85% in line with the other cases noted herein, potentially considering arguments by
4 Defendant that it should not be assessed as strongly since it was already assessed for the direct
5 violations.

6 23. Split-Shift Claims: \$45,450 (75% reduction for risk of prevailing on liability and
7 additional 50% for potential reduction in PAGA civil penalties); Late Payment Claims: \$143,925
8 (70% reduction for risk in prevailing on liability and additional 50% for potential reduction in
9 PAGA civil penalties); and Derivative Claims: \$86,980 (70% reduction for risk in prevailing on
10 liability and additional 85% for potential reduction in PAGA civil penalties). Therefore, Plaintiff's
11 estimation of the total potential penalties for trial assessment is \$276,355. Of course, if Plaintiff
12 lost any claim or did not establish a violation every period, then the amount would be reduced
13 further, plus the Court could further reduce the penalties in its discretion. For instance, if the Court
14 elected to adopt Defendant's argument that derivative penalties should not be stacked, and then the
15 total assessment would only be \$232,552.

16 24. Considering these issues, defenses, and the risks, a \$151,137 settlement is a very
17 good result, particularly in light of the Defendant's substantial liabilities and inability to to allocate
18 a significantly larger amount towards settlement and remain solvent. Plaintiff's counsel retained an
19 expert, Van Dichoso, CPA, to evaluate the financial condition of the Defendant and to express an
20 opinion as to the realistic range in which Defendant could potentially settle this case based on its
21 available financial resources, and in a manner that would also allow Defendant to continue in
22 operation such that class members currently employed by Defendants' entities would not also lose
23 their employment. Mr. Dichoso has significant experience in the area of financial statement
24 auditing, which is an area of expertise not all CPAs can perform. Mr. Dichoso had the opportunity
25 to review a range of Defendant's financial documents and tax filings, which included: 2015
26 Unaudited Balance Sheet, Unaudited Income Statement and Corporate Tax Returns for the year
27 ended; 2016 Unaudited Balance Sheet, Unaudited Income Statement and Corporate Tax Returns
28 for the year ended; 2017 Unaudited Balance Sheet, Unaudited Income Statement for the period

1 ending 8/31/17; 2017 Bank Reconciliation Report and Wells Fargo Bank Statement (#2878937214)
2 ending 8/31/17; Wells Fargo Business Credit/Loan Agreement dated 2/3/16; and 2017 Business
3 Loan Billing Statements as of 8/15/17. Mr. Dichoso's review of Defendant's financial documents
4 confirmed Defendant has substantial liabilities that compromise its ability to allocate a significant
5 amount of cash towards settlement and remain solvent. Based on his professional opinion, Mr.
6 Dichoso concluded that a settlement in excess of \$151,157 paid no earlier than July 2018 may
7 result in financial harm to Defendant, including but not limited to its ability to continue in
8 operation, and if this case were to continue and Plaintiff were to secure a verdict for damages in
9 excess of this amount, it is likely that Defendants would become insolvent and efforts by Plaintiff
10 to collect on the verdict would be very difficult, and would likely require significant time and
11 additional expenditure of resources.

12 25. Under the terms of the Settlement Agreement, Plaintiff's counsel respectfully
13 requests an award of attorney's fees equal to 1/3 of the total settlement amount, or \$50,379,00. A
14 one-third common fund attorney fee award is consistent with what courts have awarded Plaintiff's
15 counsel in other representative actions. Awarding attorneys' fees of one-third of a gross settlement
16 amount is favored by California courts when a fund established for the common benefit of others is
17 involved, such as here. The following list shows PAGA only actions that Crosner Legal has
18 litigated where attorney's fees were awarded on a common fund basis of one-third or more:

19 *Miranda v. HomeDeliveryLink, Inc.*, San Bernardino County Superior Court, Case No.
20 CIVDS1505393 (48% fee awarded on a *PAGA only case*);

21 *Keppler v. Senior Helpers of North Bay*, Napa County Superior Court, Case No. Case No.:
22 16CV000307 (33.33% fee awarded on a *PAGA only case*);

23 *Jordan v. NCI Group, Inc.* U.S. District Court, Central District of California, Case No.
24 5:16-cv-01701-JVS-SP (33.33% fee awarded on a *PAGA only case*);
25

26 26. There are several additional factors why I believe that the Court should award one-
27 third of the common fund as reasonable attorney's fees. First, Plaintiffs' Counsel's efforts resulted
28 in a common fund settlement amount of \$151,137.00, which for the reasons explained herein, is

1 fair and reasonable in light of the risks/defenses that Defendants raised in litigation and threatened
2 to raise at trial and in post-trial appeals. Moreover, this result was achieved by the work and
3 success of this office, who negotiated the settlement after extensive preparation, informal
4 discovery, a full mediation session, and substantial negotiations.

5 27. Second, Plaintiffs faced significant risks going forward with the litigation. As
6 discussed above, Defendants raised various defenses throughout this litigation, anyone of which, if
7 successful, could have decimated Plaintiffs' case. And Defendants vowed to raise all these
8 defenses at trial. Accordingly, Plaintiffs faced risky issues going forward with this litigation, and it
9 would have taken several more years to realize any recovery in this action along with the
10 possibility of post-trial appeals.

11 28. Third, Plaintiffs' Counsel is experienced representative action litigators, and has
12 achieved several approved PAGA settlements in both state and federal California courts. This
13 experience and expertise, combined with the high quality of work performed in this case, resulted
14 in the settlement achieved in this case.

15 29. I have almost nine years of experience as a practicing attorney, all of which have
16 focused on litigation of employment, labor law, consumer, and class action claims. Following my
17 graduation from law school, I immediately began working for a nationally recognized Plaintiffs'
18 complex litigation firm, CaseyGerry, where he had the fortune of working directly with past
19 presidents of the consumer attorneys and recipients of trial attorneys of the year awards. I also
20 worked for a former CAALA and CLAY trial attorney of the year recipient as his sole associate
21 attorney. During my tenure at these firms, I focused on advocating for the rights of consumers and
22 employees in class action litigation, civil rights and employment litigation, catastrophic injuries,
23 insurance bad faith and appellate litigation. In 2013, I founded the law firm of Crosner Legal, P.C.
24 which since its inception has focused almost exclusively on wage and hour class actions and other
25 labor and employment law cases representing plaintiffs. Currently, over ninety percent (90%) of
26 my practice is dedicated exclusively to the prosecution of wage and hour class actions, and my law
27 firm is currently responsible as lead counsel or co-lead counsel for prosecuting well over fifty (50)
28 wage and hour class actions and/or representative actions brought under the Private Attorneys'

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1 General Act of 2004 (“PAGA”) in both federal and state court. I have served as an executive board
2 member of the Wage and Hour Committee and the Legislative Committee for the California
3 Employment Lawyers Association; a member of the Grassroots Advocacy Team for the National
4 Employment Lawyers Association; Wage and Hour Committee member and Class Action
5 Committee member for the National Trial Lawyers; a member of the American Association for
6 Justice; and member of the Pound Civil Justice Institute. I have also been selected in 2018 and
7 2019 by Super Lawyers as a “Southern California Rising Star” for employment and labor law.

8 30. Michael Crosner has over 50 years of experience as a practicing litigation attorney.
9 He began his legal career as a litigation attorney at the Los Angeles City Attorney’s Office where
10 he successfully tried approximately 75 cases to jury verdict or judgment. Shortly thereafter, he
11 founded Michael R. Crosner Law Corporation. Throughout his years in private practice, he has
12 handled many plaintiff side complex litigation cases and arbitrations in various areas of law, such
13 as consumer advocacy, catastrophic injury, labor and employment, business disputes, immigration,
14 and criminal defense. He is presently “of counsel” to Crosner Legal, P.C. where he directly and
15 fully participates in wage and hour class actions, representative actions brought under the Private
16 Attorneys’ General Act of 2004 (“PAGA”), and other employment and labor law cases. In 2015, he
17 was appointed to be a Board Member of Law360’s Employment Law Editorial Advisory
18 Committee. He has served as a private mediator and panel arbitrator with the American Arbitration
19 Association, and as judge pro tem. He has also been retained as a special contract attorney for the
20 City of Santa Monica where he handled selected litigation and appeals.

21 31. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
22 action settlements while serving as lead class counsel in recent years, including but not limited to a
23 \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
24 *Inc.*, Case No. 3:13-cv01579-WHA (U.S. District Court California Northern District); a \$4.1
25 million dollar wage and hour class action settlement in 2016 (*Aguirre v. Mariani Nut Company,*
26 *Inc. et al.*, Case No. 34- 2016-00190252-CU-OE-GDS (Sacramento Sup. Ct.); and a \$1.35 million
27 dollar wage and hour class action settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case
28

No. 56-2014-00458249- CU-OE-VTA); and a \$1.8 million dollar wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*, Case No. 17C-0162 (Kings Sup. Ct.).)

32. Fourth, Plaintiffs' Counsel has been representing Plaintiff (and the State of California) in this matter on a strictly contingent basis and as such, had to forego other financial opportunities to litigate other cases, incurred the risk of non-recovery after a substantial investment of time, money, and resources, and have done so since the inception of this case without any payment or compensation. This is not an easy burden for a small firm. If, despite these hardships and risks, the best this office could hope for is merely to be paid our customary hourly rate multiplied by the number of hours worked on the case, then we would not be compensated for the hardships and serious risks it faced litigating this contingency case, and would not be incentivized to take on similar private attorney general cases in the future.

33. Fifth, the request for attorney's fees in the amount of one-third of the common fund falls well within the norms accepted by state and federal courts in California in comparable wage and hour actions actually handled by this office. Moreover, the award of a one-third fee recovery under the common fund doctrine was recently approved by the California Supreme Court in *Laffitte*, 1 Cal.5th480, 503. For all of the above reasons, a common fund fee award here in the amount of one-third of the \$151,137.00 common fund (\$50,379.00) created by Plaintiff and her attorneys is fair and reasonable.

34. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20-plus years of experience, such as myself, is \$894, and a reasonable rate for an attorney with 8 years of experience, such as Zachary Crosner, is \$658. Similarly, the December 8, 2008 article, "Billable Hours Aren't the Only Game in Town Anymore," NATIONAL LAW JOURNAL, which set forth the following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.36.

1 35. While Michael and myself only represent clients on a contingency fee basis and
2 therefore do not have records of charging clients hourly rates for work performed, the suggested
3 hourly rates are in line with courts' approval of our attorneys' fees in recent cases:

4 In *Aguirre v. Mariani Nut Company*., et al., Case No. 34-2016-00190252-CU-OEGDS
5 (Sacramento Sup. Ct.), the Court awarded a 33 1/3% fee request in a class action lawsuit alleging
6 minimum wage, overtime, meal period, rest period, and derivative violations. Zachary Crosner and
7 Michael Crosner were approved at hourly rates of \$400 and \$750, respectively (hourly rates
8 supported by Laffey Matrix at the time of approval);

9 In *Gentry v. Eat 24, LLC*, Case No. CGC-15-546536 (San Francisco Sup. Ct.), the Court
10 awarded a 33 1/3% fee request in a class action lawsuit alleging minimum wage, overtime, meal
11 period, rest period, and derivative violations. Zachary Crosner and Michael Crosner were approved
12 at hourly rates of \$450 and \$750, respectively (hourly rates supported by Laffey Matrix at the time
13 of approval);

14 Similarly, in *Gibbins v. Hishmeh Enterprises, Inc.*., et al., Case No. 56-2015-0004686352
15 (Ventura Sup. Ct.) – consolidated from *Monteleone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-
16 00458249 (Ventura Sup. Ct.), the Court awarded a 33 1/3% fee request in a class action lawsuit
17 alleging minimum wage, overtime, meal period, rest period and derivative violations. Zachary
18 Crosner and Michael Crosner were approved at hourly rates of \$450 and \$750, respectively (hourly
19 rates supported by Laffey Matrix at the time of approval).

20 36. I have reviewed the work performed on the case and the billing inputted. A lodestar,
21 including description and dates of work performed and corresponding hourly rate is attached hereto
22 as Exhibit C. The table below includes a summary of the hours worked, not including the hours to
23 be billed working with the administrator and defense counsel to finalize this matter. At this point,
24 Crosner Legal's lodestar totals approximately \$63,092.00. Notably, to my knowledge, the lodestar
25 does not incorporate any duplicative time spent working on the case. For example, any meetings or
26 conference calls held where both Michael and myself participated have been billed only once and
27 at my lower rate of \$440 per hour.

37. If the Court wishes to conduct a lodestar cross-check of the requested fee, my firm's lodestar in this matter is \$63,092.00. I am not requesting a lodestar multiplier in this case as the base lodestar is actually more than the fee request as calculated on a percentage of the recovery basis. The aggregated lodestar is summarized in the following table:

Attorney	Experience	Rate/hr	Hours	Total
Michael Crosner	50+ years	\$864	41.50	\$35,856.00
Zachary Crosner	9 years	\$450	61.9	\$27,236.00
TOTAL				\$63,092.00

38. I also request reimbursement of my firm's actual out-of-pocket expenses incurred to prosecute this action. These expenses were incidental and necessary to the effective representation of the employees. *Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19. Plaintiffs' Counsel are permitted to recover their litigation costs and expenses under the common fund doctrine. See *Serrano III*, 20 Cal.3d at 35 (common fund doctrine permits recovery of fees and costs from the fund); *Rider v. County of San Diego* (1992) 11 Cal.App.4th 1410, 1424 n.6 (costs are recoverable from the common fund "[o]f necessity, and for precisely the same reasons discussed above with respect to the recovery of attorneys' fees by ... [Plaintiffs'] attorneys"). Furthermore, Plaintiffs' Counsel are entitled to recover "those out-of-pocket expenses that would normally be charged to a fee-paying client." *Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19.)

39. Prior to filing this motion, my firm's costs are \$6,331.77. A summary of the costs incurred is attached hereto as Exhibit D. These costs include mediation fees, filing fees, CourtCall charges, and process service fees. On November 28, 2018, the Court issued a tentative ruling with regard to Plaintiff's previously filed Motion for Approval stating that it would approve a total amount of 6,093.02 for Plaintiff's cost reimbursement. As a result, Plaintiff's Counsel has reduced its requested cost reimbursement to 6,093.02. Notably, the \$6,903.02 in Plaintiff's Counsel's costs does not include any fees charged by the service provider for processing the filings. The foregoing savings, as well as those from not incorporating filing fees for this Motion and supporting documents and attendance to approval hearings since June 14, 2018, will be placed in the PAGA

1 Penalty Fund and paid to the LWDA and Aggrieved Employees. These costs are reasonable and
2 uncontested, and should be approved.

3 40. The Parties selected Phoenix Settlement Administrators (“Phoenix”) as the Claim
4 Administrator. Our office has worked with Phoenix in the past and they maintain a strong
5 reputation within the industry. Phoenix will perform all duties relating to the issuance of checks,
6 mailing the notices, locating employees, and preparation and submission of tax forms. True and
7 correct copies of Phoenix’s Firm CV and its administration bid are attached hereto as Exhibit E.

8 41. Here, pursuant to the Settlement Agreement and the Court’s prior rulings, Plaintiff
9 seeks an incentive award of \$3,300. This request is reasonable given the much broader release that
10 Plaintiff is agreeing to, as well as her efforts in this case and the risks she undertook on behalf of
11 the Aggrieved Employees. Additionally, by contacting and retaining counsel to pursue these
12 claims, Plaintiff made this settlement possible for the other Aggrieved Employees and the LWDA,
13 while shouldering the risk of being liable for Defendants’ litigation costs. Plaintiff also exposed
14 herself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple
15 google search) for the benefit of other employees, placing him at risk of discrimination by future
16 prospective employers. Among taking many other actions assisting in the successful litigation of
17 this case, Plaintiff provided substantial factual information to my office, and attended numerous
18 meetings with my office to discuss the case. Accordingly, the requested enhancement payment to
19 Plaintiff is appropriate and justified as part of the Settlement.

20 NOTICE TO THE LWDA

21 42. The full Settlement and Release and all amendments thereto have concurrently been
22 submitted to the LWDA through its online portal, along with notice of the June 6, 2019 hearing.
23 The LWDA’s acknowledgement of receipt of same is attached hereto as Exhibit F.

24 43. For the foregoing reasons, it is respectfully requested that the Court approve the
25 settlement.

26 I declare under penalty of perjury under the laws of the State of California that the
27 foregoing is true and correct. Executed on May 14, 2019, at Los Angeles, California.


Zachary M. Crosner

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EXHIBIT A

CROSNER LEGAL, P.C.
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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-Seven 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
4 approving and incorporating by reference the terms and conditions of the Settlement Agreement (the
5 "Order"). Simultaneously, Plaintiff's counsel will submit a copy of the executed Settlement Agreement
6 to the LWDA. Upon approval of the Order, Plaintiff's counsel will submit a copy of the Order to the
7 LWDA.

8 9. Installment Funding of the Settlement. After the Court enters the Order, Defendant will
9 deposit Fifty Percent (50%) of the Maximum Settlement Amount into the QSF by no later than May 18,
10 2018 ("First Installment Payment"); Defendant will thereafter deposit the remaining Fifty Percent (50%)
11 of the Maximum Settlement Amount into the QSF by no later than July 18, 2018 ("Second Installment
12 Payment") (collectively referred to as the "Installment Payments"). Within fourteen (14) calendar days
13 of the First Installment Payment and of the Second Installment Payment, the Settlement Administrator
14 will issue payments to: (a) Aggrieved Employees; (b) the LWDA; (c) Plaintiff; (d) Plaintiff's counsel,
15 and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for
16 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. 4th 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

1 each Aggrieved Employees a check for his or her share of the Aggrieved Employee Fund, as calculated
2 under Paragraph 4, along with an explanatory letter which will be mutually approved by the parties,
3 explaining, *inter alia*, that the Settled Claims are barred by operation of the Settlement. Checks will
4 remain negotiable for 180 days. Any checks returned as non-deliverable on or before the check cashing
5 deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
6 thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to
7 determine the correct address using a skip-trace, or other search using the name, address or Social
8 Security number of the Aggrieved Employees involved, and will then perform a single re-mailing.
9 Funds represented by settlement checks returned as undeliverable and those settlement checks remaining
10 un-cashed for more than 180 days after issuance will be tendered to the California Department of
11 Industrial Relations Unpaid Wage Fund (see Cal. Lab. Code § 96.6). All settlement payments to
12 Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued. Plaintiff
13 and Aggrieved Employees, and not Defendant, shall assume full responsibility and liability for payment
14 of any taxes due on such settlement payments, if any.

15 13. Release as to the PAGA Representative Claims: Subject to approval by the Court, and
16 for good and valuable consideration set forth herein, the receipt and sufficient of which is hereby
17 acknowledged, Plaintiff Ashley McCord, individually and in her capacity as a private attorney general on
18 behalf of the LWDA, does hereby irrevocably release, acquit, and forever discharge Defendant of and
19 from any and all claims, rights, penalties, demands, damages, debts, accounts, duties, costs (other than
20 those costs required to be paid pursuant to this Settlement Agreement), liens, charges, complaints, causes
21 of action, obligations, or liability of any and every kind, arising out of the facts alleged in the operative
22 complaint, and that were asserted or reasonably could have been asserted in the operative complaint,
23 including but no limited to claims for DCCI's (i) failure to pay split shift premiums; (ii) failure to timely
24 pay wages after the close of each pay period; (iii) inaccurate wage statements, as a result of unpaid split
25 shift premiums; (iv) failure to pay all outstanding wages at separation, as a result of unpaid split shift
26 premiums; and (v) the alleged violation of, or claims for relief pursuant to, Labor Code sections 201,
27 202, 203, 204, 210, 226, 226.3, 512, 558, and 1174, as well as California Code of Regulations, Title 8,
28 section 11050(4)(C) and IWC Wage Order 5-2001, Section 4(C) ("Released Claims").

14. 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.

15. These Releases also include a release of all claims against Defendants for attorneys' fees and costs incurred by Plaintiff's Counsel in connection with this Action and the Settlement of this Action.

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

Without limiting the generality of the foregoing, Plaintiff expressly releases all claims or rights against Defendant arising out of or relating to alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith and fair dealing (express or implied); any tort, including any claim for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other damages, alleged minimum wage and overtime under state law, including California Labor Code Sections 204 and 558, waiting time penalties pursuant to California Labor Section 203, damages or penalties pursuant to California Labor Code Section 226, meal period and rest break payments pursuant to California Labor Code Sections 226.7 and 512, failure to provide itemized wage statements pursuant to California Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Sections 210, unfair competition and unfair business practices pursuant to Business and Professions Code Section 17200 et seq., interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys' fees and costs, including those pursuant to California Labor Code Section 1194 et seq.; claims

1 under the Private Attorneys General Act of 2004, Labor Code section 2699 et seq., and the alleged
2 violation or breach of any other state or federal statute, rule and or regulation; including all applicable
3 Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited
4 to, any claim for restitution, equitable relief, interest, penalties, costs or attorneys' fees in connection with
5 any of the foregoing, negligent infliction of emotional distress, intentional infliction of emotional distress,
6 and defamation; any "wrongful discharge," "constructive discharge," and "retaliation" claims; any
7 claims relating to any breach of public policy; any legal restrictions on Defendant's' right to discharge
8 employees; and any federal, state, or other governmental statute, regulation, or ordinance, including,
9 without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national
10 origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2)
11 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d) (1) (equal pay); (4)
12 Americans with Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (5) Family and
13 Medical Leave Act, 29 U.S.C. § 2601 et seq. (family/medical leave); (6) California Fair Employment
14 and Housing Act, Cal. Government Code § 12900 et seq. (discrimination or harassment in employment
15 and/or housing, including discrimination or harassment based on race, religious creed, color, national
16 origin, ancestry, disability, marital status, sex (including pregnancy), or age, including retaliation for
17 reporting discrimination or harassment); (7) California Family Rights Act, Cal. Government Code §
18 12945.1 et seq. (family/medical leave); (8) California Labor Code, including Section 1720 et seq., or any
19 Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race, color, religion, sex, and
20 national origin discrimination or harassment); (10) Executive Order 11141 (age discrimination); (11)
21 Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (12) the Fair Labor
22 Standards Act; and (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000 et seq. (employee
23 benefits).

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

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
28 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HER OR HER

1 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
2 BY HER OR HER MUST HAVE MATERIALLY AFFECTED HER OR HER
3 SETTLEMENT WITH THE DEBTOR.

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

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

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

18 18. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
19 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
20 this Settlement Agreement will be null and void, and the Parties will be returned to their original
21 respective positions pursuant to the terms of the Memorandum of Agreement entered into by the Parties
22 on October 18, 2017.

23 19. Order and Continued Jurisdiction. After entry of the Order, the Court will have
24 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the
25 terms of the Settlement, (ii) settlement administration matters, and (iii) such other matters as may be
26 appropriate under court rules or as set forth in this Settlement.

27 20. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
28 settlement terms. Apart from the Memorandum of Agreement entered into by the Parties on October 17,

2017, no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

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

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

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

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

25. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

26. Acknowledgement that the Settlement is Fair and Reasonable. Defendant has produced and Plaintiff has received and reviewed data pertaining to the hours worked by and wages paid Aggrieved Employees, in addition to the applicable number of work weeks and shifts. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties agree that

1 Plaintiff and her counsel have sufficient information to assess this matter for settlement and have
2 engaged in sufficient investigation and informal and formal discovery to assess the relative merits of
3 Plaintiff's claims and Defendant's defenses to them.

4 27. The Parties further acknowledge that they are each represented by competent counsel
5 and that they have had an opportunity to consult with their counsel regarding the fairness and
6 reasonableness of this Settlement.

7 28. Invalidity of Any Provision. Before declaring any provision of this Settlement
8 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
9 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
10 valid and enforceable.

11 29. Captions. The captions and section numbers in this Settlement Agreement are inserted
12 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
13 provisions of this Settlement Agreement.

14 30. Waiver. No waiver of any condition or covenant contained in this Settlement
15 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
16 imply or constitute a further waiver by such party of the same or any other condition, covenant, right or
17 remedy.

18 31. Enforcement Action. In the event that one or more of the Parties institutes any legal
19 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
20 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
21 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
22 expert witness fees incurred in connection with any enforcement actions.

23 32. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
24 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
25 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
26 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
27 all Parties have contributed to the preparation of this Settlement Agreement.
28

1 33. Representation By Counsel. The Parties acknowledge that they have been represented
2 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
3 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
4 in full.

5 34. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
6 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
7 Settlement Agreement.

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

13 36. Denial of Liability. The Parties expressly recognize that the making of this agreement
14 does not in any way constitute an admission or concession of wrongdoing on the part of any of the
15 Defendant, and Defendant expressly denies any liability to Plaintiff and the Aggrieved Employees.
16 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,
17 discussions or communications, nor any materials prepared, exchanged, issued or used during the course
18 of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be
19 used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other
20 forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance,
21 regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the
22 foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the
23 interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court
24 entered into in connection therewith.

25 **READ CAREFULLY BEFORE SIGNING**

26 **SIGNATURES FOLLOW ON NEXT PAGE**
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PLAINTIFF

Dated: _____

Plaintiff Ashley McCord

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

Dated: 11/21/18



CARL E. ROWE

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

CROSNER LEGAL, P.C.

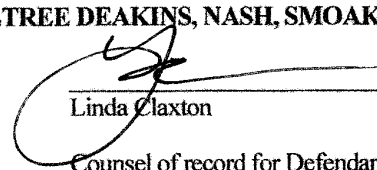
Dated: _____

Zachary Crosner, Esq.

Counsel of record for Plaintiff Ashley McCord

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

Dated: 11/21/18


Linda Claxton

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

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PLAINTIFF

Dated: 11/25/2018



Plaintiff Ashley McCord

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

Dated: _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

CROSNER LEGAL, P.C.


Zachary Crosner, Esq.
Counsel of record for Plaintiff Ashley McCord

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

Dated: _____

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

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Attorneys for Plaintiff, Ashley McCord

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Facsimile: (213) 239-9045

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 Hon. Craig Reimer,
) Dept. 10]

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

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

12 1. The parties hereby agree that this Amendment to Settlement Agreement modifies Section 9 of
13 the PAGA Settlement Agreement, entitled “Installment Funding of the Settlement” previously entered
14 into between the parties, removing that paragraph in the PAGA Settlement Agreement and replacing it
15 in its entirety as follows:

16 **“Funding of the Settlement.**

17 No later than ten (10) calendar days following the date when the Court enters the Order,
18 Defendant will deposit the entirety of the Maximum Settlement Amount into the QSF. No later than
19 twenty-one (21) calendar days following the date when the Court enters the Order, the Settlement
20 Administrator will issue payments to: (a) Aggrieved Employees; (b) the LWDA; (c) Plaintiff; (d)
21 Plaintiff’s counsel, and (e) itself. The Settlement Administrator, and not Defendant, will issue the
22 appropriate tax forms for all payments issued under this Settlement.”

23 2. The Parties also agree that this Amendment to Settlement Agreement modifies Section 10 of
24 the PAGA Settlement Agreement, entitled “Non-Installment Funding of the Settlement” previously
25 entered into between the parties, removing that paragraph in the PAGA Settlement Agreement and
26 replacing it in its entirety as follows:

27 **“Aggrieved Employees List.**

28 No later than seven (7) calendar days following the date when the Court enters the Order,

Defendant will send to the Settlement Administrator a list of all Aggrieved Employees including each Aggrieved Employee's: (1) full name; (2) last known address; (3) social security number; and (4) the number of pay periods worked during the Settlement Period. This information shall be treated as and remain confidential and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court."

3. The Parties also agree that this Amendment to Settlement Agreement modifies Section 7 of the PAGA Settlement Agreement, entitled "Plaintiff's Service Award" previously entered into between the parties, removing that paragraph in the PAGA Settlement Agreement and replacing it in its entirety as follows:

"Plaintiff's Service Award.

In recognition of her effort and work in prosecuting the Action for the benefit of the State of California and Aggrieved Employees, and for a general release of all individual claims she may have against Defendant, as set forth in Paragraph 15, Defendant agrees to pay Plaintiff Three Thousand Dollars and Zero Cents (\$3,000.00) ("Plaintiff's Service Award") from the Maximum Settlement Amount, subject to issuance of a Form 1099, in addition to her share of the Aggrieved Employee Fund as determined under Paragraph 4. Plaintiff shall assume full responsibility and liability for payment of taxes due on Plaintiff's Service Award."

4. The parties hereby agree that this Amendment to Settlement Agreement modifies Section 6 of the PAGA Settlement Agreement, entitled "Settlement Administration" previously entered into between the parties, removing that paragraph in the PAGA Settlement Agreement and replacing it in its entirety as follows:

"Settlement Administration.

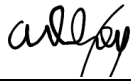
The Parties will retain Phoenix Class Action Administrators ("Settlement Administrator") to administer this Settlement. The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") from the Maximum Settlement Amount paid by Defendant, and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's

counsel. The fees and costs of the Settlement Administrator shall be paid from the QSF ("Settlement Administration Costs") in an amount not to exceed Three Thousand and Three Hundred Dollars and Zero Cents (\$3,300.00).

5. All other definitions and terms of the PAGA Settlement Agreement remain the same and without modification and that Parties agree that both this Amendment to Settlement Agreement and Joint Stipulation should be read together as a whole.

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

Dated: 02/21/2019


Ashley McCord

Developmental Client Care Industries, Inc.

Dated: _____

Printed: _____

Title: _____

APPROVED AS TO FORM AND CONTENT

CROSNER LEGAL, P.C.

Dated: 02 / 21 / 2019


Zachary M. Crosner
Attorneys for Plaintiff Ashley McCord

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

Dated: _____

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

counsel. The fees and costs of the Settlement Administrator shall be paid from the QSF ("Settlement Administration Costs") in an amount not to exceed Three Thousand and Three Hundred Dollars and Zero Cents (\$3,300.00).

5. All other definitions and terms of the PAGA Settlement Agreement remain the same and without modification and that Parties agree that both this Amendment to Settlement Agreement and Joint Stipulation should be read together as a whole.

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

Dated: _____

Ashley McCord

Developmental Client Care Industries, Inc.

Dated: 2/22/19

Printed: Phillip C. Sancedo

Title: CFO

APPROVED AS TO FORM AND CONTENT

CROSNER LEGAL, P.C.

Dated: _____

Zachary M. Crosner
Attorneys for Plaintiff Ashley McCord

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

Dated: February 22, 2019


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

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 Plaintiff, Ashley McCord

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Linda K. Claxton, CA Bar No. 125729
linda.claxton@ogletree.com
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
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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EXHIBIT B

«DATE»

«FIRST_NAME» «LAST_NAME»
«ADDRESS 1»
«ADDRESS 2»

Re: Payment From McCord v. Developmental Client Care Industries, Inc., et al.

Dear «FIRST_NAME» «LAST_NAME»

Enclosed is your payment from the settlement of the lawsuit entitled *McCord v. Developmental Client Care Industries, Inc., et al.*, Riverside County Superior Court Case No. RIC1612928 (the “Lawsuit”).

That case was filed against Developmental Client Care Industries, Inc., (“DCCI”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (called “PAGA”). The claim was brought on behalf of the State of California and all similarly situated aggrieved employees of DCCI. You have been identified as one of the employees on whose behalf the case was brought.

The plaintiff in the case claimed that DCCI owed penalties under PAGA for certain California Labor Code violations, including alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 512, 558, and 1174, and California Code of Regulations, Title 8, section 11050(4)(C) and IWC Wage Order 5-2001, Section 4(C). DCCI denies that it did anything wrong or that it owes any penalties. The parties agreed to resolve the case, and as part of that settlement, DCCI agreed to pay a certain amount of money categorized as PAGA penalties.

The Court approved the Settlement on June 6, 2019. First, under California law, any settlement of a PAGA case results in 75 percent of the awarded PAGA penalty being paid to the State of California and 25 percent of the penalty being paid to the employees who worked during the applicable period. DCCI vigorously disputes that any PAGA penalties are due, but nonetheless has agreed to resolve the claims raised in the Lawsuit without further court action. You are receiving this payment as your share of the Settlement. You have 180 days to cash the settlement check. You will receive a tax form 1099 for the settlement check.

In exchange for these payments, the settlement releases claims for civil penalties only alleged in the complaint under PAGA (Labor Code §§ 2699 and 558) for the period of September 1, 2015, through June 6, 2019. The settlement does not release any individual claims belonging to any employee and does not extend to or affect the ability of any employee to bring individual claims against DCCI for alleged violations of the Labor Code.

You can learn more about the lawsuit on the Court’s website at www.riverside.courts.ca.gov by entering the case number (RIC1612928). You may also call the attorneys listed below:

Counsel for Plaintiff/Employees:	Counsel for DCCI:
Zachary Crosner, Esq. Michael Crosner, Esq. Crosner Legal, P.C. 433 N. Camden Dr., Ste. 400 Beverly Hills, CA 90210 Tel: (310) 496-5818 Email: zach@crosnerlegal.com Email: mike@crosnerlegal.com	Linda Claxton, Esq. Ogletree, Deakins, Nash, Smoak & Stewart, P.C. 400 South Hope Street, Suite 1200 Los Angeles, CA 90071 Tel: 213-438-5841 Email: linda.claxton@ogletree.com

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EXHIBIT C

TIME REPORT

Firm Name: Crosner Legal, P.C.

(p) Partner

(1) Investigations

(5) Mediation, Preparation and Administration

(a) Associate

(2) Discovery

(6) Litigation Strategy, Analysis and Case Management

(3) Pleadings, Briefs & Pretrial Motions

(7) Class Certification

(4) Court Appearances

(8) Trial Preparation

ATTORNEY	1	2	3	4	5	6	7	8	Hours	Hourly Rate	Lodestar
MICHAEL CROSNER (p)	12.10	0.00	5.60	1.00	14.60	8.20	0.00	0.00	41.50	864.00	\$35,856.00
ZACHARY CROSNER (p)	17.30	3.20	15.20	2.40	10.50	13.30	0.00	0.00	61.90	440.00	\$27,236.00
Attorney Totals									103.40		\$63,092.00
TOTALS									103.40		\$63,092.00

McCord v. DCCI, Inc.
Attorney Hours

*ZC (Zachary Crosner)

*MRC (Michael Crosner)

Date	Attorney	Hours	Explanation
5/2/16	ZC	2.7	Intake call w client and correspondence w client. Draft retainer and obtain signature by client.
5/3/16	ZC	3.2	Draft records request authorization. Obtain client signature. Began drafting PAGA Notice & Cover Letter
5/4/16	ZC	2.6	Finalize records request, PAGA Notice and cover letter. Research all entity addresses/contact info. Mail out certified.
6/23/16	MRC	2.3	Received & performed review of payroll & personnel record production from defendant
7/5/16	ZC	1.2	Phone call w/ Mike discussing case intake/theories
7/5/16	MRC	.3	Email correspondence scheduling call w defense counsel to discuss case
7/6/16	MRC	.6	Phone call w/ defense counsel to discuss liability, status
7/25/16	ZC	.8	Phone call w/ client re status of case and summary of call w/ defense counsel
8/1/16	MRC	2.2	Drafted demand letter re paga and individual liability and exposure
9/2/16	ZC	.5	Phone call w/ client for status update
9/21/16	ZC	.9	Phone call w/ client to prepare for filing of complaint/service of process
9/27/16	ZC	1.9	Began drafting PAGA Complaint
9/30/16	ZC	.8	Finalized PAGA Complaint following MRC's revisions
10/4/16	ZC	.5	Drafted/put together/filed complaint and all related docs
10/10/16	ZC	.5	Drafted/filed peremptory challenge
11/11/16	ZC	.3	Correspondence w/ client re. status update
11/14/16	MRC	.6	Follow-up phone call w/ defense counsel re early resolution. Tentative agreement to informal exchange
12/7/16	MRC	1.1	Drafted requests for informal exchange
12/8/16	ZC	.3	Reviewed/revised informal requests

12/20/16	ZC	.5	Further correspondence w/ OC clarifying informal requests
3/17/17	MRC	2.1	Initial review of defendant's informal production
3/20/17	ZC	1.5	Discussion w/ MRC re his initial review of defendant's production/my review of production
3/27/17	ZC	.6	Meet & confer w/ OC re the upcoming CMC
3/29/17	MRC	3.3	Put together an exposure analysis based on production. Also drafted amended paga notice
3/30/17	ZC	1.2	Drafted PAGA settlement demand letter incl exposure analysis
4/5/17	ZC	.7	Drafted and filed CMC Statement
5/12/17	ZC	1.9	Drafted initial written discovery
6/13/17	MRC	.7	Phone call w/ OC to discuss resolution. Agreed to mediation.
6/16/17	ZC	.5	Phone call w/ client re status update
6/29/17	ZC	.5	Research and discussion re mediator proposal
7/3/17	MRC	.4	Phone call w/ client re another prospective employee witness
7/10/17	MRC	1	Correspondence w/ defense counsel confirming mediator; Correspondence w/ mediator Jeff Winikow for scheduling
7/13/17	ZC	.6	Further case management conference
9/20/17	ZC	1.1	Phone call conversation w/ client re mediation & discussion about gathering of further evidence/witnesses
9/20/17	ZC	.8	Drafted/sent correspondence to OC re confirmatory financial documentation
9/29/17	ZC	.8	Further phone w/ client for mediation brief prep
10/3/17	ZC	.9	Correspondence w/ witness to discuss case and request her records/evidence
10/4/17	MRC	.5	Review of witnesses paystubs, bank statements, etc. for 204 claim and split shifts
10/10/17	MRC	2.9	Began drafting initial version of mediation brief
10/11/17	MRC	1.3	Finalized mediation brief/discussion w/ ZC

10/16/17	ZC	.7	Discussion w/ OC re defendant's financial condition and documentation production prior to mediation
10/17/17	MRC	2.2	Mediation prep - strategize w/ ZC and client, etc.
10/17/18	ZC	2.1	Mediation prep - strategize w/ MRC and client, etc.
10/18/17	ZC	9.9	Mediation
10/18/17	MRC	9.6	Mediation; Received/reviewed expert Dichoso financial condition review & discussed w/ him and ZC; Drafted MOU; etc.
10/23/17	ZC	.4	Drafted/filed notice of settlement
11/18/17	ZC	4.1	Began drafting joint stip of settlement & supporting docs
11/22/17	MRC	2.7	Reviewed joint stip of settlement/supporting docs. Provided revisions. Discussion on same.
11/27/17	ZC	1.4	Finalized joint stip of settlement & supporting docs. Formatted in prep to send to OC
12/21/17	MRC	1.5	Reviewed OC's proposed revisions/discussed w/ ZC
1/8/18	ZC	3.8	Began drafting approval motion
1/11/18	ZC	2.5	Further drafting on approval
1/14/18	MRC	3.6	Review of approval motion
1/12/18	ZC	1.4	Mike and Zach discussion of revisions on prelim approval.
1/15/18	ZC	1.7	Began drafting class counsel dec
1/16/18	ZC	2.7	Further revision of class counsel dec & further additions to approval motion
1/24/18	ZC	2.8	Finalized version of approval motion
1/25/18	MRC	.7	Discussion w/ clients re approval motion
1/28/18	MRC	1.9	Further revised class counsel dec. and discuss with ZC.
1/29/18	ZC	.6	Prepared approval motion and all supporting docs for filing.
TOTAL	MRC	41.5	
TOTAL	ZC	61.9	
TOTAL		103.4	

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EXHIBIT D

Developmental Client Care Industries, Inc. Cost Summary for Crosner Legal, P.C.

DESCRIPTION	AMOUNT
Mediation Expenses	\$4,500.00
Travel/Lodging	\$0.00
Mileage/Parking/Taxi/Rental Car	\$56.68
Court Filing Fees	\$668.75
Court Appearances	\$172.00
Legal & Financial Research	\$493.67
Financial Analyst (CPA) Expense	\$250.00
Postage and Delivery Fees	\$63.47
Photocopies	\$127.20
Total Costs	\$6,331.77

Costs Table

One Legal Charges

Date	Amount	Filing Fee	Convenience Fee
6/14/2018	\$98.77	\$20.00	\$78.77
4/25/2018	\$220.00	\$220.00	\$0.00
4/11/2018	\$90.52	\$20.00	\$70.52
2/5/2018	\$55.00	\$55.00	\$0.00
1/30/2018	\$157.47	\$20.00	\$137.47
10/24/2017	\$51.95	\$51.95	\$0.00
4/5/2017	\$51.95	\$51.95	\$0.00
10/17/2016	\$14.95	\$14.95	\$0.00
10/11/2016	\$49.95	\$49.95	\$0.00
10/4/2016	\$511.65	\$499.95	\$11.70
TOTAL	\$1,302.21	\$1,003.75	\$298.46

CourtCall Charges

2/21/2018	\$86.00	N/A	N/A
1/9/2018	\$116.00	N/A	N/A
10/23/2017	\$86.00	N/A	N/A
7/10/2017	\$86.00	N/A	N/A



504 Redwood Blvd. Suite 223
 Novato CA 94947
 1-800-938-8815 ext. 1
 TIN: 26-0259046

Bill To
CROSNER LEGAL, PC Zachary Crosner 433 N. Camden Beverly Hills CA 90210

Credit Card Sale

Date	6/14/2018
Customer	0094110
Credit Sale	01433241
Amount Due	\$0

Order Number	12057254
Contact	Zachary Crosner
Attorney	Zachary Crosner
Billing Code	None
Case Title	Ashley McCord v Developmental Client Care Industries, Inc.
Court	Superior Court of California, Riverside County
Court Transaction Number	
Case Number	RIC1612928
Documents	STIPULATION AND ORDER TO FILE PLAINTIFF'S FIRST AMENDED COMPLAINT, PLAINTIFF'S FIRST AMENDED COMPLAINT

STATUTORY DISBURSEMENTS*	AMOUNT
Court Filing Fee	\$20.00
SUBTOTAL	\$20.00

ONE LEGAL FEES	AMOUNT
Convenience Fee†	\$0.52
Court Filing Service Charge, 1 - 15 Pages	\$55.00
Court Filing Copy Charge	\$3.25
Courtesy Copy with Filing Service	\$20.00
SUBTOTAL	\$78.77

FEES SUMMARY	AMOUNT
Disbursements	\$20.00
One Legal Fees	\$78.77
TOTAL CHARGED	\$98.77

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

† Statutory fees disbursed on your behalf are assessed a 2.6% convenience fee for processing and collecting these disbursements. The convenience fee is waived if you elect the One Legal ACH payment service. One Legal does not assess a convenience fee on its products and services. Learn more at www.onelegal.com/ACH



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Novato CA 94947
1-800-938-8815 ext. 1
TIN: 26-0259046

Bill To
CROSNER LEGAL, PC Zachary Crosner 433 N. Camden Beverly Hills CA 90210

Credit Card Sale

Date	4/25/2018
Customer	0094110
Credit Sale	01373176
Amount Due	\$0

Order Number	11925228
Contact	Zachary Crosner
Attorney	Zachary Crosner
Billing Code	None
Case Title	Ashley McCord v Developmental Client Care Industries, Inc.
Court	Superior Court of California, Riverside County
Court Transaction Number	
Case Number	RIC1612928
Documents	

Proof of Service, NOTICE OF MOTION AND MOTION TO APPROVE THE SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT OF 2004; AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF, [PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT AGREEMENT PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT

ONE LEGAL FEES	AMOUNT
Court Filing Service Charge, 101 - 150 Pages	\$220.00
SUBTOTAL	\$220.00

FEES SUMMARY	AMOUNT
One Legal Fees	\$220.00
TOTAL CHARGED	\$220.00



504 Redwood Blvd. Suite 223
Novato CA 94947
1-800-938-8815 ext. 1
TIN: 26-0259046

Bill To
CROSNER LEGAL, PC Zachary Crosner 433 N. Camden Beverly Hills CA 90210

Credit Card Sale

Date	4/11/2018
Customer	0094110
Credit Sale	01356113
Amount Due	\$0

Order Number	11884144
Contact	Zachary Crosner
Attorney	Zachary Crosner
Billing Code	None
Case Title	Ashley McCord v Developmental Client Care Industries, Inc., et al.
Court	Superior Court of California, Riverside County
Court Transaction Number	
Case Number	RIC1612928
Documents	STIPULATION TO FILE PLAINTIFF'S FIRST AMENDED COMPLAINT AND TO CONTINUE THE CURRENTLY SET STATUS CONFERENCE FOR AT LEAST THIRTY DAYS. [Proposed] Order, EXHIBIT A OF STIPULATION TO FILE PLAINTIFF'S FIRST AMENDED COMPLAINT AND TO CONTINUE THE CURRENTLY SET STATUS CONFERENCE FOR AT LEAST THIRTY DAYS, P

STATUTORY DISBURSEMENTS*	AMOUNT
Court Filing Fee	\$20.00
SUBTOTAL	\$20.00
ONE LEGAL FEES	AMOUNT
Convenience Fee‡	\$0.52
Court Filing Service Charge, 16 - 25 Pages	\$70.00
SUBTOTAL	\$70.52
FEES SUMMARY	AMOUNT
Disbursements	\$20.00
One Legal Fees	\$70.52
TOTAL CHARGED	\$90.52

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ Statutory fees disbursed on your behalf are assessed a 2.6% convenience fee for processing and collecting these disbursements. The convenience fee is waived if you elect the One Legal ACH payment service. One Legal does not assess a convenience fee on its products and services. Learn more at www.onelegal.com/ACH



504 Redwood Blvd. Suite 223
Novato CA 94947
1-800-938-8815 ext. 1
TIN: 26-0259046

Bill To
CROSNER LEGAL, PC Zachary Crosner 433 N. Camden Beverly Hills CA 90210

Credit Card Sale

Date	2/5/2018
Customer	0094110
Credit Sale	01279714
Amount Due	\$0

Order Number	11710550
Contact	Zachary Crosner
Attorney	Zachary Crosner
Billing Code	None
Case Title	Ashley McCord v Developmental Client Care Industries, Inc.
Court	Superior Court of California, Riverside County
Court Transaction Number	
Case Number	
Documents	Notice of Motion for Approval of Joint Stipulation Re. PAGA Penalty Settlement

ONE LEGAL FEES	AMOUNT
Court Filing Service Charge, 1 - 15 Pages	\$55.00
SUBTOTAL	\$55.00

FEES SUMMARY	AMOUNT
One Legal Fees	\$55.00
TOTAL CHARGED	\$55.00



504 Redwood Blvd. Suite 223
Novato CA 94947
1-800-938-8815 ext. 1
TIN: 26-0259046

Bill To
CROSNER LEGAL, PC Zachary Crosner 433 N. Camden Beverly Hills CA 90210

Credit Card Sale

Date	1/30/2018
Customer	0094110
Credit Sale	01273065
Amount Due	\$0

Order Number	11696787
Contact	Zachary Crosner
Attorney	Zachary Crosner
Billing Code	None
Case Title	Ashley McCord v Developmental Client Care Industries, Inc.
Court	Superior Court of California, Riverside County
Court Transaction Number	
Case Number	RIC1612928
Documents	Plaintiff's Unopposed Motion For Approval Of Joint Stipulation Re Settlement of PAGA, Declaration of Zachary Crosner In Support of Plaintiff's Motion for Approval of Joint Stipulation Re PAGA, Joint Stipulation & Proposed Order Re. PAGA Settlement

STATUTORY DISBURSEMENTS*	AMOUNT
Court Filing Fee	\$20.00
SUBTOTAL	\$20.00

ONE LEGAL FEES	AMOUNT
Convenience Fee‡	\$0.52
Court Filing Service Fee, 51 - 75 Pages	\$136.95
SUBTOTAL	\$137.47

FEES SUMMARY	AMOUNT
Disbursements	\$20.00
One Legal Fees	\$137.47
TOTAL CHARGED	\$157.47

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ Statutory fees disbursed on your behalf are assessed a 2.6% convenience fee for processing and collecting these disbursements. The convenience fee is waived if you elect the One Legal ACH payment service. One Legal does not assess a convenience fee on its products and services. Learn more at www.onelegal.com/ACH



504 Redwood Blvd. Suite 223
Novato CA 94947
1-800-938-8815 ext. 1
TIN: 26-0259046

Bill To
CROSNER LEGAL, PC Zachary Crosner 433 N. Camden Beverly Hills CA 90210

Credit Card Sale

Date	10/24/2017
Customer	0094110
Credit Sale	01176124
Amount Due	\$0

Order Number	11467726
Contact	Zachary Crosner
Attorney	Zachary Crosner
Billing Code	Ashley McCord
Case Title	ASHLEY MCCORD v DEVELOPMENTAL CLIENT CARE INDUSTRIES INC.
Court	Superior Court of California, Riverside County
Court Transaction Number	
Case Number	RIC1612928
Documents	Notice

ONE LEGAL FEES	AMOUNT
Court Filing Service Fee, 1 - 15 Pages	\$51.95
SUBTOTAL	\$51.95

FEES SUMMARY	AMOUNT
One Legal Fees	\$51.95
TOTAL CHARGED	\$51.95

Paid Invoice Receipt

504 Redwood Blvd
Suite 223
Novato CA 94947
415-491-0606
TIN: 26-0259046

Date	4/5/2017
Acct. No.	0094110
Cash Sale #	00979803
Due Date	

Bill To
CROSNER LEGAL, PC
Zachary Crosner
433
N. Camden
Beverly Hills CA 90210

Sales Order: 10981141

Firm Contact: Zachary Crosner

Filer Name: Zachary Crosner

Billing Code: None

Case Number: RIC1612928

Plaintiff: Ashley McCord

Defendant: Developmental Care Industries

Documents: Case Management Statement

Court Branch: Superior Court of California, Riverside County

Target:

Served:

Serve Info:

Item	Amount
Court Filing Service Fees	51.95
Total	\$51.95

Statutory court fees and witness fees disbursed on your behalf are assessed a 2.6% convenience fee for processing and collecting these disbursements. The convenience fee is waived if you elect the ACH payment service.

Balance Due **\$**



504 Redwood Blvd.
Suite 223
Novato CA 94947
415-491-0606
TIN: 26-0259046

Paid Invoice Receipt

Date	10/17/2016
Acct. No.	0094110
Cash Sale #	00832180
Due Date	

Bill To

CROSNER LEGAL, PC
Zachary Crosner
433
N. Camden
Beverly Hills CA 90210

Sales Order: 10613204
Firm Contact: Zachary Crosner
Filer Name: Zachary Crosner
Billing Code: Ashley McCord
Case Number: RIC1612928
Plaintiff: ASHLEY MCCORD
Defendant: DEVELOPMENTAL CLIENT CARE INDUSTRIES INC.
Documents:
Court Branch: Superior Court of California, Riverside County
Target:
Served:
Serve Info:

Item
File Proof of Service

Amount
14.95

Total \$14.95

Statutory court fees and witness fees disbursed on your behalf are assessed a 2.6% convenience fee for processing and collecting these disbursements. The convenience fee is waived if you elect the ACH payment service.

Balance Due \$



504 Redwood Blvd.
Suite 223
Novato CA 94947
415-491-0606
TIN: 26-0259046

Paid Invoice Receipt

Date	10/11/2016
Acct. No.	0094110
Cash Sale #	00827122
Due Date	

Bill To

CROSNER LEGAL, PC
Zachary Crosner
433
N. Camden
Beverly Hills CA 90210

Sales Order: 10600246
Firm Contact: Zachary Crosner
Filer Name: Zachary Crosner
Billing Code: Ashley McCord
Case Number: RIC1612928
Plaintiff: ASHLEY MCCORD
Defendant: DEVELOPMENTAL CLIENT CARE INDUSTRIES INC.
Documents: General/Other
Court Branch: Superior Court of California, Riverside County
Target:
Served:
Serve Info:

Item
Court Filing Service Fees

Amount
49.95

Total **\$49.95**

Statutory court fees and witness fees disbursed on your behalf are assessed a 2.6% convenience fee for processing and collecting these disbursements. The convenience fee is waived if you elect the ACH payment service.

Balance Due **\$**



504 Redwood Blvd,
Suite 223
Novato CA 94947
415-491-0606
TIN: 26-0259046

Paid Invoice Receipt

Date	10/4/2016
Acct. No.	0094110
Cash Sale #	00822286
Due Date	

Bill To
CROSNER LEGAL, PC Zachary Crosner 433 N. Camden Beverly Hills CA 90210

Sales Order: 10589387
Firm Contact: Zachary Crosner
Filer Name: Zachary Crosner
Billing Code: Ashley McCord
Case Number: RIC1612928
Plaintiff: ASHLEY MCCORD
Defendant: DEVELOPMENTAL CLIENT CARE INDUSTRIES INC.
Documents: Complaint, Civil Case Cover Sheet, Summons, General/Other
Court Branch: Superior Court of California, Riverside County
Target:
Served:
Serve Info:

Item	Amount
Court Filing Service Fees	49.95
Court Filing Fee	450.00
Convenience Fee	11.70

Total \$511.65

Statutory court fees and witness fees disbursed on your behalf are assessed a 2.6% convenience fee for processing and collecting these disbursements. The convenience fee is waived if you elect the ACH payment service.

Balance Due \$



6383 Arizona Circle
Los Angeles, CA 90045
Phone: (888) 882-6878
Fax: (888) 883-2946
CourtCall.com
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INVOICE / RECEIPT

06/17/2018 12:40 PM

COURTCALL ID: 8914607
CASE NUMBER/NAME: RIC1612928 / McCord vs. Developmental Client Care Industries Inc.
CUSTOMER REF. NUMBER:
PROCEEDING: Motion
DATE OF HEARING: Monday, February 26th, 2018 at 8:30 AM PT
FIRM NAME: Crosner Legal, PC
ATTORNEY/PARTY APPEARING: Zachary M. Crosner
TELEPHONE: (818) 523-9777
FAX/EMAIL: (310) 510-6429
BASIC FEE/LATE FEE: \$86.00
AMOUNT PAID: \$86.00
PAYMENT NOW DUE: \$0.00

Payment Details

Method	Type	Amount	Reference	Date/Time
Credit	Charge	\$86.00	Visa ending in 2089	2/21/2018 3:11:46PM

If the 'Payment Now Due' indicated above is zero, no payment is due and this receipt is for your records only; otherwise, the amount indicated is now due.

If there is an amount due, please remit your payment upon receipt of this notice. If you have already sent payment please contact our Accounting Department as our records do not reflect receipt of payment at the time this notice was sent. IF PAYMENT IS NOT RECEIVED, FUTURE SERVICE MAY BE DENIED AND/OR THE COURT MAY BE ADVISED OF YOUR REFUSAL TO PAY.

PAYMENT BY CREDIT CARD or COURTCALL DEBIT ACCOUNT: Payment can be made online by registering and logging in at www.courtcall.com or by calling (888) 882-6878 and selecting option '5' for the Accounting Department. Please have your CourtCall Debit Account number or complete credit card billing address in addition to the credit card number, expiration date and cardholder's full name available when making payment.

PLEASE DETACH AND RETURN THE PORTION BELOW IF PAYING BY CHECK OR MONEY ORDER

PAYMENT BY CHECK OR MONEY ORDER: If a balance is due detach and mail this payment section with your check, payable to: **CourtCall LLC, 6383 Arizona Circle. Los Angeles, CA 90045.** Please write the CourtCall ID number in the memo section of your check. Please note: CourtCall does not accept personal checks.

COURTCALL ID: 8914607
CASE NAME/NUMBER: RIC1612928 / McCord vs. Developmental Client Care Industries Inc.
CUSTOMER REF. NUMBER:
PROCEEDING: Motion
DATE OF HEARING: Monday, February 26th, 2018 at 8:30 AM PT
FIRM NAME: Crosner Legal, PC
ATTORNEY/PARTY APPEARING: Zachary M. Crosner
TELEPHONE: (818) 523-9777



6383 Arizona Circle
Los Angeles, CA 90045
Phone: (888) 882-6878
Fax: (888) 883-2946
CourtCall.com

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INVOICE / RECEIPT

06/17/2018 12:39 PM

COURTCALL ID: 8712838
CASE NUMBER/NAME: RIC1612928 / McCord vs. Developmental Client Care
CUSTOMER REF. NUMBER:
PROCEEDING: Motion
DATE OF HEARING: Wednesday, January 10th, 2018 at 8:30 AM PT
FIRM NAME: Crosner Legal, PC
ATTORNEY/PARTY APPEARING: Zachary M. Crosner
TELEPHONE: (818) 523-9777
FAX/EMAIL: (310) 510-6429
BASIC FEE/LATE FEE: \$86.00 + \$30.00
AMOUNT PAID: \$116.00
PAYMENT NOW DUE: \$0.00

Payment Details

Method	Type	Amount	Reference	Date/Time
Credit	Charge	\$116.00	Visa ending in 2089	1/9/2018 12:32:57PM

If the 'Payment Now Due' indicated above is zero, no payment is due and this receipt is for your records only; otherwise, the amount indicated is now due.

If there is an amount due, please remit your payment upon receipt of this notice. If you have already sent payment please contact our Accounting Department as our records do not reflect receipt of payment at the time this notice was sent. IF PAYMENT IS NOT RECEIVED, FUTURE SERVICE MAY BE DENIED AND/OR THE COURT MAY BE ADVISED OF YOUR REFUSAL TO PAY.

PAYMENT BY CREDIT CARD or COURTCALL DEBIT ACCOUNT: Payment can be made online by registering and logging in at www.courtcall.com or by calling (888) 882-6878 and selecting option '5' for the Accounting Department. Please have your CourtCall Debit Account number or complete credit card billing address in addition to the credit card number, expiration date and cardholder's full name available when making payment.

PLEASE DETACH AND RETURN THE PORTION BELOW IF PAYING BY CHECK OR MONEY ORDER

PAYMENT BY CHECK OR MONEY ORDER: If a balance is due detach and mail this payment section with your check, payable to: **CourtCall LLC, 6383 Arizona Circle. Los Angeles, CA 90045.** Please write the CourtCall ID number in the memo section of your check. Please note: CourtCall does not accept personal checks.

COURTCALL ID: 8712838
CASE NAME/NUMBER: RIC1612928 / McCord vs. Developmental Client Care
CUSTOMER REF. NUMBER:
PROCEEDING: Motion
DATE OF HEARING: Wednesday, January 10th, 2018 at 8:30 AM PT
FIRM NAME: Crosner Legal, PC
ATTORNEY/PARTY APPEARING: Zachary M. Crosner
TELEPHONE: (818) 523-9777



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Fax: (888) 883-2946
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INVOICE / RECEIPT

06/17/2018 12:39 PM

COURTCALL ID: 8475674
CASE NUMBER/NAME: RIC1612928 / McCord vs. Developmental Client Care
CUSTOMER REF. NUMBER:
PROCEEDING: Trial Setting Conference
DATE OF HEARING: Wednesday, November 1st, 2017 at 8:30 AM PT
FIRM NAME: Crosner Legal, PC
ATTORNEY/PARTY APPEARING: Zachary M. Crosner
TELEPHONE: (818) 523-9777
FAX/EMAIL: (310) 510-6429
BASIC FEE/LATE FEE: \$86.00
AMOUNT PAID: \$86.00
PAYMENT NOW DUE: \$0.00

Payment Details

Method	Type	Amount	Reference	Date/Time
Credit	Charge	\$86.00	Visa ending in 2089	10/23/2017 12:59:53PM

If the 'Payment Now Due' indicated above is zero, no payment is due and this receipt is for your records only; otherwise, the amount indicated is now due.

If there is an amount due, please remit your payment upon receipt of this notice. If you have already sent payment please contact our Accounting Department as our records do not reflect receipt of payment at the time this notice was sent. IF PAYMENT IS NOT RECEIVED, FUTURE SERVICE MAY BE DENIED AND/OR THE COURT MAY BE ADVISED OF YOUR REFUSAL TO PAY.

PAYMENT BY CREDIT CARD or COURTCALL DEBIT ACCOUNT: Payment can be made online by registering and logging in at www.courtcall.com or by calling (888) 882-6878 and selecting option '5' for the Accounting Department. Please have your CourtCall Debit Account number or complete credit card billing address in addition to the credit card number, expiration date and cardholder's full name available when making payment.

PLEASE DETACH AND RETURN THE PORTION BELOW IF PAYING BY CHECK OR MONEY ORDER

PAYMENT BY CHECK OR MONEY ORDER: If a balance is due detach and mail this payment section with your check, payable to: **CourtCall LLC, 6383 Arizona Circle. Los Angeles, CA 90045.** Please write the CourtCall ID number in the memo section of your check. Please note: CourtCall does not accept personal checks.

COURTCALL ID: 8475674
CASE NAME/NUMBER: RIC1612928 / McCord vs. Developmental Client Care
CUSTOMER REF. NUMBER:
PROCEEDING: Trial Setting Conference
DATE OF HEARING: Wednesday, November 1st, 2017 at 8:30 AM PT
FIRM NAME: Crosner Legal, PC
ATTORNEY/PARTY APPEARING: Zachary M. Crosner
TELEPHONE: (818) 523-9777



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Los Angeles, CA 90045
Phone: (888) 882-6878
Fax: (888) 883-2946
CourtCall.com

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INVOICE / RECEIPT

06/17/2018 12:37 PM

COURTCALL ID: 8307586
CASE NUMBER/NAME: RIC1612928 / McCord vs. Developmental Client Care
CUSTOMER REF. NUMBER: Ashley McCord
PROCEEDING: Trial Setting Conference
DATE OF HEARING: Thursday, July 13th, 2017 at 8:30 AM PT
FIRM NAME: Crosner Legal, PC
ATTORNEY/PARTY APPEARING: Zachary M. Crosner
TELEPHONE: (818) 523-9777
FAX/EMAIL: (310) 510-6429
BASIC FEE/LATE FEE: \$86.00
AMOUNT PAID: \$86.00
PAYMENT NOW DUE: \$0.00

Payment Details

Method	Type	Amount	Reference	Date/Time
Credit	Charge	\$86.00	Visa ending in 2089	7/10/2017 5:33:32PM

If the 'Payment Now Due' indicated above is zero, no payment is due and this receipt is for your records only; otherwise, the amount indicated is now due.

If there is an amount due, please remit your payment upon receipt of this notice. If you have already sent payment please contact our Accounting Department as our records do not reflect receipt of payment at the time this notice was sent. IF PAYMENT IS NOT RECEIVED, FUTURE SERVICE MAY BE DENIED AND/OR THE COURT MAY BE ADVISED OF YOUR REFUSAL TO PAY.

PAYMENT BY CREDIT CARD or COURTCALL DEBIT ACCOUNT: Payment can be made online by registering and logging in at www.courtcall.com or by calling (888) 882-6878 and selecting option '5' for the Accounting Department. Please have your CourtCall Debit Account number or complete credit card billing address in addition to the credit card number, expiration date and cardholder's full name available when making payment.

PLEASE DETACH AND RETURN THE PORTION BELOW IF PAYING BY CHECK OR MONEY ORDER

PAYMENT BY CHECK OR MONEY ORDER: If a balance is due detach and mail this payment section with your check, payable to: **CourtCall LLC, 6383 Arizona Circle. Los Angeles, CA 90045.** Please write the CourtCall ID number in the memo section of your check. Please note: CourtCall does not accept personal checks.

COURTCALL ID: 8307586
CASE NAME/NUMBER: RIC1612928 / McCord vs. Developmental Client Care
CUSTOMER REF. NUMBER: Ashley McCord
PROCEEDING: Trial Setting Conference
DATE OF HEARING: Thursday, July 13th, 2017 at 8:30 AM PT
FIRM NAME: Crosner Legal, PC
ATTORNEY/PARTY APPEARING: Zachary M. Crosner
TELEPHONE: (818) 523-9777

Attorney Appearing: Zachary M. Crosner Firm: Crosner Legal, PC Tel: (818) 523-9777 Fax: (310) 510-6429 Representing: Plaintiff(s), Ashley McCord Cust. Ref. # : Ashley McCord CONFIRMATION	Calendar Status Your CourtCall Appearance has been confirmed for Judge Irma Asberry, Dept. 3 on Thursday, April 13th, 2017 at 8:15 AM PT At five minutes prior to the above time, dial (866) 516-8992. This call will be operator assisted. Distributing or sharing your conference number / code is prohibited. Those who do so may be subject to sanction.
Riverside County Superior Court-Riverside (CA)	
Case Name: McCord vs. Developmental Client Care Case Number: RIC1612928 Proceeding: Case Management Conference CourtCall ID# 8276540 (not access code)	Be prompt, or your case may be heard without you! If you encounter any problems or if the Court has not joined the call within 15 minutes, remain on your teleconference and have a staff member call CourtCall at (888) 882-6878 or (310) 342-0888.

Mandatory procedures for your CourtCall® Appearance are as follows:

Our Tax ID# 95-4568415

1. Please take a moment to review this Confirmation. If a change or correction is required, or if you have not received a Confirmation for each reservation made, please contact us at: (888) 882-6878 or (310) 342-0888.
2. It is the participant's responsibility to dial into the conference at least five minutes prior to the scheduled hearing time as CourtCall does not call the participant. If you are unavoidably late and your matter is being heard in Court which is already in session, you must wait for an appropriate moment to announce yourself. Do not interrupt the Judge.

Do not use a payphone, cellular phone, headset or speakerphone or incorporate/join this call into another conference call. Never place the conference on hold.

3. Once you have joined the call, an operator, clerk or the Judge may check you in. Alternatively, you may not be addressed until your case is called. Do not place the call on hold or allow anyone else to hold on your behalf. During the entirety of the call, you should be in a quiet area with your attention focused solely on the Court. Refrain from making or allowing any background noise such as cell phones ringing, intercoms, typing, paper-shuffling, dogs barking, etc., as the Court will not tolerate any disruptions on the line. If you are comfortable using the mute feature on your phone, you may use it but be sure to un-mute it when your matter is called.
4. If your matter is being heard in Court, listen carefully to proceedings as the Court may make general observations applicable to all matters, which will not be repeated. When speaking with the Court identify yourself each time you speak. The Court expects you to act professionally and failure to adhere to these instructions may result in the termination of your call or the entire conference, sanctions for a non-appearance, an order to appear in Court at the next session or other consequences the Court deems appropriate, as well as withdrawing the privilege of appearing remotely in the future.
5. It is the participant's (or scheduling party's) responsibility to notify CourtCall of any continuance or cancellation prior to the scheduled hearing time to have any previously paid fees applied to the continued hearing or to be eligible for a refund, as the Court will not notify CourtCall of any continuance or cancellation of your matter. Matters continued at the time of the hearing must be rescheduled and a new fee will apply. To continue or cancel your CourtCall Appearance, call (888) 882-6878 prior to the scheduled appearance time.
6. Please hang up your phone immediately after the Judge concludes your case.

Stop writing checks or tracking credit card charges, open a CourtCall Debit Account and receive a monthly ledger identifying each CourtCall Appearance. Please call our office for details. Our address is CourtCall LLC, 6383 Arizona Circle, Los Angeles, CA 90045.

COURTCALL'S LIABILITY CONCERNING THIS REMOTE APPEARANCE IS LIMITED TO THE FEE PAID TO COURTCALL.

Attorney Appearing: Zachary M. Crosner Firm: Crosner Legal, PC Tel: (818) 523-9777 Fax: (310) 510-6429 Representing: Plaintiff(s), Ashley McCord Cust. Ref. # : Ashley McCord CONFIRMATION	Calendar Status Your CourtCall Appearance has been confirmed for Judge Irma Asberry, Dept. 3 on Thursday, July 13th, 2017 at 8:15 AM PT At five minutes prior to the above time, dial (866) 516-8992. This call will be operator assisted. Distributing or sharing your conference number / code is prohibited. Those who do so may be subject to sanction.
Riverside County Superior Court-Riverside (CA)	
Case Name: McCord vs. Developmental Client Care Case Number: RIC1612928 Proceeding: Trial Setting Conference CourtCall ID# 8307586 (not access code)	Be prompt, or your case may be heard without you! If you encounter any problems or if the Court has not joined the call within 15 minutes, remain on your teleconference and have a staff member call CourtCall at (888) 882-6878 or (310) 342-0888.

Mandatory procedures for your CourtCall® Appearance are as follows:

Our Tax ID# 95-4568415

1. Please take a moment to review this Confirmation. If a change or correction is required, or if you have not received a Confirmation for each reservation made, please contact us at: (888) 882-6878 or (310) 342-0888.
2. It is the participant's responsibility to dial into the conference at least five minutes prior to the scheduled hearing time as CourtCall does not call the participant. If you are unavoidably late and your matter is being heard in Court which is already in session, you must wait for an appropriate moment to announce yourself. Do not interrupt the Judge.

Do not use a payphone, cellular phone, headset or speakerphone or incorporate/join this call into another conference call. Never place the conference on hold.

3. Once you have joined the call, an operator, clerk or the Judge may check you in. Alternatively, you may not be addressed until your case is called. Do not place the call on hold or allow anyone else to hold on your behalf. During the entirety of the call, you should be in a **quiet area** with your attention focused solely on the Court. Refrain from making or allowing any background noise such as cell phones ringing, intercoms, typing, paper-shuffling, dogs barking, etc., as the Court will not tolerate any disruptions on the line. If you are comfortable using the mute feature on your phone, you may use it but be sure to un-mute it when your matter is called.
4. If your matter is being heard in Court, listen carefully to proceedings as the Court may make general observations applicable to all matters, which will not be repeated. **When speaking with the Court identify yourself each time you speak.** The Court expects you to act professionally and failure to adhere to these instructions may result in the termination of your call or the entire conference, sanctions for a non-appearance, an order to appear in Court at the next session or other consequences the Court deems appropriate, as well as withdrawing the privilege of appearing remotely in the future.
5. It is the participant's (or scheduling party's) responsibility to notify CourtCall of any continuance or cancellation prior to the scheduled hearing time to have any previously paid fees applied to the continued hearing or to be eligible for a refund, as the Court will not notify CourtCall of any continuance or cancellation of your matter. Matters continued at the time of the hearing must be rescheduled and a new fee will apply. To continue or cancel your CourtCall Appearance, call (888) 882-6878 prior to the scheduled appearance time.
6. Please hang up your phone immediately after the Judge concludes your case.

Stop writing checks or tracking credit card charges, open a CourtCall Debit Account and receive a monthly ledger identifying each CourtCall Appearance. Please call our office for details. Our address is CourtCall LLC, 6383 Arizona Circle, Los Angeles, CA 90045.

COURTCALL'S LIABILITY CONCERNING THIS REMOTE APPEARANCE IS LIMITED TO THE FEE PAID TO COURTCALL.

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EXHIBIT E



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	221
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	221
Subtotal Admin Only	\$4,044.74

Value Pricing Total **\$3,300.00**
For 221 Class Members

June 13, 2018

Case: McCord v. Development Client Care, Inc, PAGA Administration

Phoenix Contact: Melissa A. Meade
Contact Number: 949.331.0865
Email: mike@phoenixclassaction.com

Requesting Attorney: Zach Crosner
Firm: Crosner Legal
Contact Number: 310-694-0459
Email: zach@crosnerlegal.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 221 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	1	\$100.00
Programming Database & Setup	\$100.00	1	\$100.00
Toll Free Setup*	\$150.00	1	\$150.00
Call Center & Long Distance	\$2.50	15	\$37.50
NCOA (USPS)	\$100.00	1	\$100.00
Total			\$487.50

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	1	\$100.00
Data Merge & Duplication Scrub	\$0.15	221	\$33.15
Notice Packet & Check	\$1.25	221	\$276.25
Estimated Postage (up to 2 oz.)*	\$0.42	221	\$92.82
Programming Calculations	\$135.00	3	\$405.00
Disbursement Review	\$135.00	3	\$405.00
Check Run Setup & Printing	\$135.00	3	\$405.00
Total			\$1,717.22

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	3		\$165.00
Skip Tracing Undeliverables	\$0.85	39		\$33.15
Remail Notice Packets	\$0.85	39		\$33.15
Estimated Postage	\$0.48	39		\$18.72
Programming Undeliverables	\$50.00	1		\$50.00
Total				\$300.02

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	3		\$345.00
Remail Undeliverable Checks (Postage Included)	\$1.50	20		\$30.00
Case Associate	\$55.00	3		\$165.00
Reconcile Uncashed Checks	\$85.00	3		\$255.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	2		\$170.00
Final Reporting & Declarations	\$115.00	3		\$345.00
Total				\$1,540.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$4,044.74



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

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CONFIDENTIAL COMMUNICATIONS

This e-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and is legally privileged and protected. The information contained in this communication is confidential and if directed to a client, or between lawyers or experts for a client, is intended by the sender to be subject to the attorney-client and attorney work product privileges. This information may constitute inside information, may be subject to further restrictions on disclosure by contract or other binding agreement, and is intended only for the use of the intended recipient. This communication is the property of Crosner Legal, P.C. and/or its clients. Any unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail or by e-mail to zach@crosnerlegal.com and then destroy this communication and all copies thereof, including all attachments.

Melissa Meade <melissa@phoenixclassaction.com>

Thu, Jun 14, 2018 at 1:10 PM

To: "Zach Crosner (CROSNER LEGAL, PC)" <zach@crosnerlegal.com>

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The \$4404 is the total admin cost, prior to reduction. The value price total on page 1, is \$3300.00



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Sent: Thursday, June 14, 2018 11:55 AM

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EXHIBIT F